

**COUNCIL WORKSHOP MEETING
MONDAY, MARCH 2, 2020 - 6:00 p.m.
COUNCIL CHAMBER
405 JEFFERSON STREET
WASHINGTON, MO**

INTRODUCTORY ITEMS:

Roll call/Pledge of Allegiance

ACTION:

1. APPROVAL OF MINUTES:

Approval of the February 3, 2020 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

3. REPORT OF DEPARTMENT HEADS:

A. Engineering –

- a. Jefferson Street – Roadway and ADA Compliance Project, STP-6406(607)
- b. Westlink Drive Overlay Project, STP-6400(627)

Discuss-Send to Council
Discuss-Send to Council

B. Police –

- a. Purchase 3 Patrol Vehicles
- b. Purchase of Video Cameras for Public Safety Building

Discuss-Send to Council
Discuss-Send to Council

C. Library –

- a. NOC Technology Managed Services Agreement

Discuss-Send to Council

4. COUNCIL COMMENTS:

5. EXECUTIVE SESSION:

Public vote on whether or not to hold a closed meeting to discuss personnel, legal or real estate matters pursuant to Section 610.021 RSMo (2000)

ROLL CALL VOTE

6. ADJOURNMENT:

POSTED ON CITY HALL NOTICE BOARD BY MARY TRENTMANN, CITY CLERK, FEBRUARY 27, 2020
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov.

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
FEBRUARY 3, 2020**

Mayor Lucy opened the Council Workshop meeting with roll call and Pledge of Allegiance at 6:00 p.m.

Mayor:	Sandy Lucy	Present	
Council Members: Ward I	Steve Sullentrup	Present	
	Nick Obermark	Present	
	Ward II	Mark Wessels	Present
	Mark Hidritch	Present	
Ward III	Jeff Patke	Present	
	Greg Skornia	Present	
Ward IV	Gretchen Pettet	Present	
	Joe Holtmeier	Present	

Also Present:	City Administrator	Darren Lamb
	City Clerk	Mary Trentmann
	Economic Development Director	Sal Maniaci
	Chief of Police	Ed Menefee
	Director of Public Services	John Nilges
	Finance Manager	Mary Sprung
	Parks Director	Wayne Dunker
	Library Director	Nelson Appell
	Building Official	Tom Neldon
	Street Superintendent	Tony Bonastia
	Water/Wastewater Superintendent	Kevin Quaethem
	Emergency Preparedness Director	Mark Skornia
	Fire Protection	Tim Frankenberg
H.R. Generalist	Shauna Pfitzinger	

Approval of Minutes

A motion to approve the minutes from the January 6 Council Workshop and January 21, 2020 Solid Waste Workshop meetings as presented made by Sullentrup, seconded by Obermark passed without dissent.

Report of Department Heads

Police -

a. Cable Installation & Public Safety Building Rewiring for Cameras

Request to Sign Contract with Eckelkamp Electric Co. for Jail Area Cable Installation and Public Safety Building Rewiring for New Cameras

Esteemed Council Members:

I respectfully request approval of a contract with Eckelkamp Electric Co. to remove old wiring and rewire a higher grade cable for new cameras. The quote from Eckelkamp Electric Co. is for Jail Area Cable Installation - \$8,300 and Public Safety of Building Cable Installation - \$9,125. This is for removing old

February 3, 2020

wiring and rewiring a higher grade cable (CAD^) required to operate the new video cameras. The contract total will be \$17,425. \$17,000 has been budgeted, so a budget adjustment of \$425 will need to be added.

Information concerning removing old wiring and rewiring a higher grade cable for new cameras in the entire Public Safety Building was presented to Council in June 2019. That is when approval was granted to remodel the Booking Room of the Jail.

The old camera system in the Public Safety Building and Prisoner Cells are to be replaced with new cameras. The current camera system is outdated, the cameras not supported for service and the software that operates the camera system is also no longer supported.

Currently there are nine (9) cameras not functioning. Repair is not an option so they need replaced. The rest of the cameras in the whole Public Safety Building are in an aged state. If another goes out, a new camera will have to be purchased to replace it otherwise we do without, For security purposes for the Jail and the Police Department, that is not safe or acceptable., Due to the issues with the old video cameras, new cameras are needed to maintain officer safety and jail and building security.

Finance and IT are working with the Police Department to present a quote to purchase the cameras for the entire needs of the Public Safety Building. That will be forthcoming.

Eckelkamp Electric is the only bidder for this project; other companies contacted did not want the project once they saw what it entailed.

Again, I respectfully request approval of the mentioned contract with Eckelkamp Electric Co. Thank you for your consideration, Chief Edward Menefee

After discussion, a motion to forward to Council for approval made by Holtmeier, seconded by Pettet passed without dissent.

b. 2020-2021 MoDOT Traffic Safety Grants

Missouri DOT, Traffic Safety Grants for 2020/2021 Budget Year
Esteemed Council Members,

Attached is a memo from Officer Mike Grissom. IT contains the preliminary highway safety grant application for 2020/2021 budget year. The normal Hazardous Moving, DWI Enforcement Grand and Youth Alcohol Grant applications are being applied for. As are 100% funded by highway safety funds.

In addition to the manpower grants, the Washington Police Department is requesting funding to send personnel to two different training conferences. An application is being made for funding to send all three of the Department's active Drug Recognition Experts (DRE) to the annual DWI/DRE Conference. Funding has also been applied for to send two officers to the Law Enforcement Traffic Safety/Accident Conference (LETSAC). The cost of the conference registration and room and board is included in the application. The training is 100% funded by the grant.

Below is the breakdown of those grants:

Hazardous Moving Violation Enforcement	\$7,000 for manpower
	\$1,500 for training
DWI Enforcement	\$4,000 for manpower
	\$1,500 for training
Youth Alcohol Enforcement	\$5,000 for manpower
Total	\$19,000

Also included with Officer Grissom's paperwork is an authorization form, which must be signed by Council to apply for the grants and prior to receiving any grant funding.

I request approval to apply for all the Safety Grants listed.

Respectfully,
Edward Menefee
Chief of Police

After discussion, a motion to forward to Council for approval made by Patke, seconded by Holtmeier passed without dissent.

c. 2019 Crime Report Summary – Information Only

There was a large decrease in the number of assaults; however, there was a large jump in domestic violence crimes and a moderate increase in rapes. An increase in robberies is mainly due to how they are now determined in classification for statistical reporting. Drug offenses were up and a decrease in reports taken and number of

February 3, 2020

incidents handled. The decrease in report is due to a decrease in several reporting categories which also impacts the number of incidents handled. Arrests were up due to officers developing more cases through determination of probable cause and evidence needed to arrest perpetrators. As a whole, criminal offenses were down for 2019 due to the hard work, initiative and commitment of the officers of the Police Department.

Chief Menefee reported that the legal age to purchase cigarettes has been raised to 21. Most merchants are abiding by the federal law but there is one that is not. He will be presenting an ordinance to Council to amend the City's law for better enforcement.

Parks –

a. Bid Recommendation – Salt Spreaders

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and then analyze equipment to determine current need. As such, the Parks and Recreation Department identified the need to purchase (2) two salt spreader replacements in the 2019-2020 budget. Staff solicited bids and received (3) three bids. It was determined that E&E Hydraulic would give the City the best pricing.

Accordingly, staff recommends that Council consider E&E Hydraulics' bid in the amount of \$12,435.00 for the purchase of (2) salt spreaders. This amount is under the budgeted amount of \$16,000.00 which was approved in the 2019-2020 Parks and Recreation budget.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the Council Meeting.

Respectfully,

Wayne Dunker, CPRP

Director of Parks and Recreation

After discussion, a motion to forward to Council for approval made by Sullentrup, seconded by Patke passed without dissent.

b. Bid Recommendation – Solid Tine Aerator

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and then analyze equipment to determine current need. As such, the Parks and Recreation Department identified the need to purchase a solid tine aerator in the 2019-2020 budget. Staff solicited bids and received (3) three bids. It was determined that Redexim Turf Products would give the City the best pricing.

Accordingly, staff recommends that Council consider Redexim Turf Product's bid in the amount of \$33,173.36 for the purchase of solid tine aerator. This amount is slightly over the budgeted amount of \$33,000.00 which was approved in the 2019-2020 Parks and Recreation budget.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the Council Meeting.

Respectfully,

Wayne Dunker, CPRP

Director of Parks & Recreation

After discussion, a motion to forward to Council for approval made by Holtmeier, seconded by Obermark passed without dissent.

Parks Director Wayne Dunker reported on the Riverfront and Dog Park fencing projects, scheduling a meeting with the Aquatic Committee to update them on the pool process, both bridges at the Phoenix Park have been reconstructed and complete, the wood fence at the Miller-Post Reserve is installed and the new trail is open.

February 3, 2020

There was a discussion with the Parks Director and Chief of Police about possibly closing the gates at the Fairgrounds at night to help curb vandalism. The issue is to be presented to the Parks Commission and Mr. Dunker will report to Council.

Economic Development –

Director Sal Maniaci reported that ordinances would be presented to Council at the February 18, 2020 for the sale of Lots 21-23 and Lot 12 in the Heidmann Industrial Park with closing dates on both sales of February 28, 2020.

The sales contract for the Locust Street property to McBride will be presented to Council later this evening for approval. The City is retaining one parcel on Jefferson Street. McBride is paying the City what the City paid for the property.

Water/Wastewater –

Superintendent Kevin Quaethem reported on the lift stations. All work has been completed and issues have been resolved. Work is proceeding on the installation of the air scrubber at the Treatment Plant. Work is scheduled to be completed before hot weather hits. This will help reduce odor issues but not eliminate them.

Street –

Superintendent Tony Bonastia reported that they are seeking bids for mulch grinding, doing concrete and pothole patching, working on getting ordinances and contracts ready for approval at the next Council meeting for a ¾ T pickup truck and a 2 T truck, crews are preparing for the next snow event later this week and the compactor at the Landfill was down but has been repaired and is up and running.

Library –

Director Nelson Appell reported that he is working on partnerships with Washington High School to get library cards in the hands of more students as well as with Washington West Elementary to get more books to students.

Fire –

Fire Chief Tim Frankenberg reported that the new truck was put into service on December 5, 2019, the Washington Community Fire District is looking at property for an additional station and the ladder truck is being repaired.

Emergency Management –

Director Mark Skornia updated the Committee on the possibility of spring flooding. The Spring Flood Outlook Report will be out in mid-February. Conditions are favorable for another flood event.

Council Comments:

None

Adjournment

With no further business to discuss, a motion to adjourn made at 6:37 p.m. by Pettet seconded by Holtmeier passed without dissent.

February 3, 2020



February 20, 2020

Honorable Mayor and City Council
405 Jefferson Street
Washington, MO 63090

RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)

Dear Mayor and City Council Members:

Find enclosed a programming agreement between the City and MoDOT for the Jefferson Street - Roadway and ADA Compliance Project. These improvements between Fifth Street and Highway 100 would consist of:

- 2" asphalt overlay
- Sidewalk and curb and gutter replacement including ADA accessibility upgrades from Fifth Street to Wainwright
- New sidewalk from Wainwright to Highway 100

The cost estimate for construction is \$1,469,925. The federal participation will be \$1,175,940 and the City's share will be \$293,985. The current schedule is for construction in 2023. This ordinance is contingent upon MoDOT approval which is anticipated subsequent to City approval.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Andrea F. Lueken".

Andrea F. Lueken, P.E.
Assistant City Engineer

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

January 29, 2020

Mr. John Nilges
Director of Public Services
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: City of Washington
Jefferson Street
Federal Project Number STP-6406(607); TIP Number: 6970-21
Draft Program Agreement, Programming Comments, Environmental Requirements

Dear Mr. Nilges:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of STP-6406(607). Please use this number on all future project correspondence. This project will be administered per the Federal Highway Administration (FHWA) direction given in the Local Public Agency (LPA) Policy manual. The manual is located in Section 136 of MoDOT's Engineering Policy Guide (EPG) which can be found on MoDOT's website.

In order for the City to remain eligible for federal reimbursement for Design, Right of Way, or Construction activities, the City must first obtain MoDOT approval for each project stage.

Federal Aid Program Agreement

Enclosed is a draft copy of the program agreement for the above noted project. This agreement must be executed by the City and by the Missouri Highways and Transportation Commission (MHTC) prior to obligation of federal funds and authorization of reimbursable work. If this program agreement is acceptable to the City, then please return a maximum of two (2) executed copies of the agreement to this office. Each executed copy of the program agreement must include all exhibits and/or attachments including FHWA Form 1273 - Required Contract Provisions for Federal Aid Construction Contracts. Also please submit one copy of the City's applicable enabling ordinance. Please note that the person authorized to sign the agreement per the enabling ordinance will be required to provide signatures on the executed program agreements. MoDOT will forward the agreements to our Central Office for execution by the MHTC and will return the fully executed program agreement(s) to your office.

Form 1590 Sub-Recipient Information - FFATA

MoDOT is requesting information from project sponsors for compliance with the 2006 Federal Funding Accountability and Transparency Act (FFATA). Project sponsors should complete the attached MoDOT Form 1590 for each program agreement totaling \$25,000 or more. This form is required to be submitted for every project by LPA's participating in the fed-aid program. The required data includes information about the primary federal funding recipient (MoDOT), the federal grant (federal aid project), and sub-recipients (project sponsor). All Information regarding MoDOT sub-awards can be accessed by the public on the following site: www.usaspending.gov. This access



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helps to ensure transparency of federal project funding and is part of FFATA implementation.

Preliminary Engineering by Consultant

Federal funds for Preliminary Engineering (PE) have been programmed in FY 2021 for this project and will be available to the City on October 1, 2020. If the City is seeking federal funds for consultant PE services, the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services. See EPG Section 136.4 for consultant selection details.

Each consultant services Request for Qualifications (RFQ) must be reviewed by MoDOT for Disadvantage Business Enterprise (DBE) opportunities. As the City is developing the RFQ, please submit a scope of work and a cost estimate for the anticipated consultant activities that will take place during the PE phase of the project. This information will be used to determine a DBE goal for the contract which must be included in the RFQ.

When the consultant selection process is completed, please submit a PDF copy of the Engineering Services Contract (ESC) using the ESC sample cover letter (EPG Fig. 136.4.9) for review and approval. Please include the ESC Submittal Checklist (EPG Fig. 136.4.11) and ESC Review Checklist (EPG Fig. 136.4.14). The standardized ESC contract format found in EPG Fig. 136.4.1 is required unless your agency receives prior approval from MoDOT to use an alternate contract form.

If the consultant contract is estimated to be less than \$100,000, the LPA may select a firm from the LPA On-Call Consultant List for consideration without advertisement. See EPG Section 136.4.2.4.3 for further information regarding using the LPA On-Call Consultant List.

No work shall begin until the PE funds have been obligated by FHWA and MoDOT has given the City notice to proceed. Any funds spent prior to PE obligation will not be reimbursable.

Construction Engineering/Inspection

If the City is seeking federal funds for consultant Construction Engineering/Inspection (CE) services, the City may elect to include those CE services with the consultant PE contract. Otherwise selection of the CE consultant must follow a separate Qualification Based Selection (QBS) process.

If the City plans on using in-house forces to perform reimbursable CE services then a cost estimate for the in-house work shall be submitted along with the final project plans, specifications, and estimate. See EPG Section 136.3.12 for details on fed-aid participation in Work by Local Forces.

Environmental Requirements

In accordance with the National Environmental Policy Act (NEPA) all projects must be reviewed for environmental and cultural resource impacts. See EPG Section 136.6 for Environmental and Cultural Resources requirements.

MoDOT recently implemented a new electronic RER process. Upon implementation of the electronic RER our St. Louis District determined we will no longer submit an RER on behalf of LPA project sponsors. We determined this change will result in more involvement and ownership of the environmental process by the LPA's and their Consultants.

The City or your PE consultant should utilize the electronic RER process for this project and must obtain NEPA approval from FHWA before 35% preliminary plan completion. Please review EPG Section 136.6 for information on the electronic RER process.

Consideration shall be given at the preliminary engineering stage on the possible effect of the project on cultural resources such as historic buildings, archaeological sites, and historic bridges that are on or eligible for the National Register of Historic Places. It is the City's responsibility to obtain clearance on these issues from the State Historic Preservation Office (SHPO). Before right-of-way acquisition begins for the project, the City must obtain concurrence from SHPO that Section 106 of the National Historic Preservation Act has been addressed satisfactorily.

Design Criteria

Missouri State Statute dictates that the plans, specifications, and estimates for public road work must be prepared by or under the immediate supervision of a registered professional engineer. Your agency's engineer of record is responsible for determining the appropriate design parameters for the project. If any improvements are to occur on MoDOT right of way, the project design criteria used must be approved by MoDOT.

ADA Requirements

The Americans with Disabilities Act (ADA) requires that all pedestrian facilities impacted by the scope of the project must be designed to current accessibility standards. When plans for this project are submitted to MoDOT for review, they will need to include enough detail to show that sidewalks, curb ramps, detectable warning panels, and other impacted pedestrian facilities meet ADA requirements.

Utility Impacts

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Utility company comments may affect preliminary plan development. A utility checklist and further information is available in EPG Section 136.7.2.6.

Public Hearings

If a public hearing is required for this project, please provide this office with a copy of the public hearing advertisement that is to be published. Please refer to EPG Section 136.7.6 for further information.

Preliminary Plan Submittal

Once preliminary plans have been completed; please submit an electronic copy of the plans with the entire plan set in one PDF file via email, or on a CD, for review and approval.

If you have any questions, please e-mail me at christopher.caldwell2@modot.mo.gov or call 314-453-1784.

Sincerely,



Christopher B. Caldwell Jr.
Local Programs Design Liaison

csk

Copy with attachment: Josh Schwenk – East West Gateway



February 20, 2020

Honorable Mayor and City Council
405 Jefferson Street
Washington, MO 63090

RE: Westlink Drive Overlay Project, STP-6400(627)

Dear Mayor and City Council Members:

Find enclosed a programming agreement between the City and MoDOT for the Westlink Drive Overlay Project. These improvements between Bluff Road and West Main Street would consist of:

- 2" asphalt overlay
- Right turn lane improvement from Westlink onto Bluff Road

The cost estimate for construction is \$547,750. The federal participation will be \$438,200 and the City's share will be \$109,550. The current schedule is for construction in 2023. This ordinance is contingent upon MoDOT approval which is anticipated subsequent to City approval.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Andrea F. Lueken".

Andrea F. Lueken, P.E.
Assistant City Engineer

February 19, 2020

Mr. John Nilges
Director of Public Works
City of Washington
405 Jefferson Street
City of Washington, MO 63090

RE: City of Washington
Westlink Drive
Federal Project Number STP-6400(627); TIP Number: 6971-21
Draft Program Agreement, Programming Comments, Environmental Requirements

Dear Mr. Nilges:

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If the City plans on using in-house forces to perform reimbursable CE services then a cost estimate for the in-house work shall be submitted along with the final project plans, specifications, and estimate. See EPG Section 136.3.12 for details on fed-aid participation in Work by Local Forces.

Environmental Requirements

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MoDOT recently implemented a new electronic RER process. Upon implementation of the electronic RER our St. Louis District determined we will no longer submit an RER on behalf of LPA project sponsors. We determined this change will result in more involvement and ownership of the environmental process by the LPA's and their Consultants.

The City or your PE consultant should utilize the electronic RER process for this project and must obtain NEPA approval from FHWA before 35% preliminary plan completion. Please review EPG Section 136.6 for information on the electronic RER process.

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Consideration shall be given at the preliminary engineering stage on the possible effect of the project on cultural resources such as historic buildings, archaeological sites, and historic bridges that are on or eligible for the National Register of Historic Places. It is the City's responsibility to obtain clearance on these issues from the State Historic Preservation Office (SHPO). Before right-of-way acquisition begins for the project, the City must obtain concurrence from SHPO that Section 106 of the National Historic Preservation Act has been addressed satisfactorily.

Design Criteria

Missouri State Statute dictates that the plans, specifications, and estimates for public road work must be prepared by or under the immediate supervision of a registered professional engineer. Your agency's engineer of record is responsible for determining the appropriate design parameters for the project. If any improvements are to occur on MoDOT right of way, the project design criteria used must be approved by MoDOT.

ADA Requirements

The Americans with Disabilities Act (ADA) requires that all pedestrian facilities impacted by the scope of the project must be designed to current accessibility standards. When plans for this project are submitted to MoDOT for review, they will need to include enough detail to show that sidewalks, curb ramps, detectable warning panels, and other impacted pedestrian facilities meet ADA requirements.

Utility Impacts

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Utility company comments may affect preliminary plan development. A utility checklist and further information is available in EPG Section 136.7.2.6.

Public Hearings

If a public hearing is required for this project, please provide this office with a copy of the public hearing advertisement that is to be published. Please refer to EPG Section 136.7.6 for further information.

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Sincerely,



Christopher B. Caldwell Jr.
Local Programs Design Liaison

csk

Copy with attachment: Josh Schwenk – East West Gateway

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WASHINGTON POLICE DEPARTMENT
301 JEFFERSON STREET
WASHINGTON, MO. 63090

636-390-1062 office

Chief of Police Edward Menefee, DSN 221

636-390-2455 fax

emenefee@washmo.gov

02-24-20

To: Mayor Lucy
City Council

From: Chief Menefee

RE: Purchase of New Patrol Vehicles- 2019/2020 Budget Year

Esteemed Council Members and Honorable Mayor:

For the year 2019/2020 budget, I am requesting, as budgeted for, the purchase of three (3) police vehicles; 3- 2020 Ford Interceptor Utility PPV AWD (SUV) vehicles. All units will be assigned to the Road Patrol for use. Units #262, #269 and #272 are the units being replaced.

The current Police Fleet rotation of three vehicles per year is a healthy system for our police fleet. However, it was changed to assist with City budgeting needs. This put more mileage on police cars before retiring them.

Over the past three years, the Department has cut the number of new vehicles usually purchased. In 2017, no police vehicles were purchased. In 2018, two (2) new SUVs were purchased. In 2019, two (2) used, unmarked vehicles were purchased. So in the past three years when we would normally have purchased six (6) new police cars, we purchased only two (2) new and two (2) used cars; four (4) total. The result is helping with budget goals. However, the Department is at the point where it must replace and purchase the normal three (3) vehicles.

2019/2020 budget has budgeted \$156,000 for vehicle replacement. The purchase request cited here is for the vehicles only. The remainder of the budget will be used to equip and up-fit the new vehicles. Equipment on the vehicles to be replaced will be removed and used to help outfit the new vehicles; reducing costs.

Pricing quotes were received from Lou Fusz Ford and Joe Machens Ford for the vehicles. Both are on the list this year to provide state bid contract price.

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Our local Ford dealer; Auffenberg Ford, was not contacted to provide a bid. Over the past several years, Auffenberg has not provided a bid. They had stated every time they would not be able to meet the price of the state contract bid the other two dealers would have, so no bid was sought with them this year.

The base state bid price is \$33,738 each. There is optional equipment we add for all our new vehicles that adds to the cost; Ready for the Road Package, Keyed Alike System, various wiring additions, etc. Also, this year some new options were available that is felt adds to vehicle and officer safety; Rear Spoiler Warning Lights and Police Perimeter Alarm. This puts the final vehicle price at just over \$40,000 each.

Bids are as follows:

Lou Fusz: 3- 2020 Ford Interceptor Utility (SUVs), all black @ \$40,402.00 ea. = \$121,206*

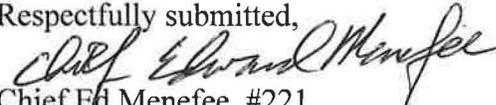
Joe Machens: 3- 2020 Ford Interceptor Utility (SUVs), all black @ \$40,158.00 ea. = \$120,474*

(*Pricing of patrol vehicles includes the state bid vehicle price with state approved options and additional added options.)

Joe Machens was \$732 less than Lou Fusz. However, Lou Fusz provides assistance in all our up-fit needs. Through our connection with Lou Fusz the Department gets discounts on equipment and installation from there sponsored vendor (VIP). Also, the Department gets the same brands of equipment we have installed in the other SUVs we have purchased; all from Lou Fusz's vendor. This makes equipment interchangeable and officers are already used to using that specific brand equipment. The vehicles are taken by Lou Fusz right to VIP. All installation is done on the vehicles around the same time, so we get them ready for delivery to us around the same time. The Department has purchased all our police SUVs from Lou Fusz, we have a long standing history. Finally, Joe Machens does not provide for a recommended vendor for equipping and up-fitting the new police vehicles like Lou Fusz does.

Though there is a price difference of \$732, I am requesting the best bid be accepted. I respectfully request the Council approve a contract to purchase three (3) 2020 Ford Interceptor Utility PPV AWD vehicles from Lou Fusz Ford for a total purchase price of **\$121,206.00**.

Respectfully submitted,


Chief Ed Menefee, #221



2/21/2020

Vendor: Lou Fusz Auto Network
John G Dolan
636-390-9200
john.g.dolan@fusz.com

City of Washington
Attn: Chief Menefee
405 Jefferson Street
Washington, MO 63090

Shipping Method

Customer Pickup

Qty	Year	Description	Job	Unit Price	Line Total
3.00		2020 Ford Interceptor SUV per specifications provided		\$ 40,402.00	\$ 121,206.00

Subtotal \$ 121,206.00
Sales Tax
Total \$ 121,206.00

Ed Menefee

From: John G. Dolan <john.g.dolan@fusz.com>
Sent: Wednesday, February 12, 2020 1:22 PM
To: Ed Menefee
Subject: Re: 2020 Ford Police SUV purchase
Attachments: Scan_20200212.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call NOC Technology if you have any questions at 314.500.1000

Good day,

Can you please review and confirm attached build sheet for the vehicle we spoke about?

I added/subtracted the mentioned items to the MSHP build we have done in the past. The only item that I think will require updating is which key code we will use for the fleet-keyed alike option.

The pricing you see is List Pricing on this sheet. The List pricing is \$46,410.00 Your price on this vehicle would be \$40,402.00.

Thanks,

John

On 1/31/2020 10:38 AM, Ed Menefee wrote:

Hello John,

Attached is Options List you send me for 2020 Ford PPV Utility. I need a new bid for the items I have added. Give me a call if you have any questions.

Chief Ed Menefee
Washington PD

From: John G. Dolan [<mailto:john.g.dolan@fusz.com>]
Sent: Thursday, November 21, 2019 3:14 PM
To: Ed Menefee <emenefee@washmo.gov>; Jim Armstrong <jarmstrong@washmo.gov>
Subject: 2020 Ford Police SUV purchase

Good day,

Please review attached information pertaining to the purchase of 3 Ford Police SUV.

I have included last year State Bid pricing, and also a quote on 3 in-stock Police SUVs that I have at this time. There is also a window sticker representative of the equipment that is on all 3 units. They are all black in color.

Please advise ASAP if there is interest in these units as they are in short supply and high demand, and current lead time for ordered units is 20-24 weeks.

JOHN G DOLAN

LOU FUSZ AUTOMOTIVE NETWORK

GOVERNMENT SALES MANAGER

O. 636-532-9955

C. 636-390-9200

--

JOHN G DOLAN

LOU FUSZ AUTOMOTIVE NETWORK

GOVERNMENT SALES MANAGER

O. 636-532-9955

C. 636-390-9200

CNGP530

VEHICLE ORDER CONFIRMATION

02/12/20 13:46:31

==>

Dealer: F53078

2020 EXPLORER 4-DOOR

Page: 1 of 3

Order No: W201 Priority: E2 Ord FIN: QH809 Order Type: 5B Price Level: 035

Ord PEP: 500A Cust/Flt Name: WASHINGTON PO Number: Y

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$40615		.RR MOUNT PLATE	
	.119" WHEELBASE			FLEET SPCL ADJ	NC
UM	AGATE BLACK		17T	CARGO DOME LAMP	50
F	CLTH BUCKETS/RR	60	18D	GBL LOCK/UNLOCK	NC
6	EBONY		19V	R CAM ON DEMAND	230
500A	EQUIP GRP		425	50 STATE EMISS	NC
	.AM/FM STEREO		43D	COURTESY DISABL	25
99B	3.3L V6 TI-VCT	(3530)		TOTAL BASE AND OPTIONS	46410
44U	10SPD AUTO TRAN	NC		TOTAL	46410
	JOB #2 ORDER			*THIS IS NOT AN INVOICE*	
67H	ROAD READY PKG	3595		*TOTAL PRICE EXCLUDES COMP PR	
	.DR LOCK PLUNGER			* MORE ORDER INFO NEXT PAGE *	
	.100 WATT SIREN			F8=Next	
	.TAIL LAMP PKG				
	.REAR LIGHT PKG				

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC081361

V1DP0092

2,6

38a

CNGP530

VEHICLE ORDER CONFIRMATION

02/12/20 13:46:49

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Dealer: F53078

2020 EXPLORER 4-DOOR

Page: 2 of 3

Order No: W201 Priority: E2 Ord FIN: QH809 Order Type: 5B Price Level: 035

Ord PEP: 500A Cust/Flt Name: WASHINGTON PO Number: Y

RETAIL		RETAIL	
47A	ENGINE IDLE \$260	794	PRICE CONCESSN
51R	DRV LED SPT LMP 395		REMARKS TRAILER
549	PWR MIRR HTD 60	86T	RR TAILLAMP HSG NC
55F	KEYLESS - 4 FOB 340	87R	RR VIEW MIR/CAM NC
59C	KEY CODE 1294X 50	96T	RR SPLR TRFC LT 1495
60R	NOISE SUPPRESS 100		FLEX-FUEL
66A	FRONT HDLMP PKG NC	153	FRT LICENSE BKT NC
	.GRILL WIRING		
67V	CONNECTOR KIT 185		TOTAL BASE AND OPTIONS 46410
	.WIRING KIT-RR		TOTAL 46410
	.WIRING KIT-FRT		*THIS IS NOT AN INVOICE*
68B	PERIMETER ALERT 675		*TOTAL PRICE EXCLUDES COMP PR
68G	RR DR/LK INOP NC		
76D	DEFLECTOR PLATE 335		* MORE ORDER INFO NEXT PAGE *
76R	REVERSE SENSING 275		F7=Prev F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC081361

38a

CNGP530

VEHICLE ORDER CONFIRMATION

02/12/20 13:47:19

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Dealer: F53078

2020 EXPLORER 4-DOOR

Page: 3 of 3

Order No: W201 Priority: E2 Ord FIN: QH809 Order Type: SB Price Level: 035

Ord PEP: 500A Cust/Flt Name: WASHINGTON

PO Number: Y

RETAIL

RETAIL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1195

TOTAL BASE AND OPTIONS 46410

TOTAL 46410

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC081361

V1DP0092

2.6

3Ba

Ed Menefee

From: KELLY SELLS <ksells@machens.com>
Sent: Friday, January 31, 2020 12:29 PM
To: Ed Menefee
Subject: Re: Attached Image
Attachments: Washington PI Utility 2020-01-24.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call NOC Technology if you have any questions at 314.500.1000

Hi Chief,

See attached for your updated quote!

Thank you,

Kelly Sells

Fleet Manager

Joe Machens Ford

573-445-4411

From: Ed Menefee <emenefee@washmo.gov>
Sent: Friday, January 31, 2020 10:40 AM
To: KELLY SELLS <ksells@machens.com>
Subject: RE: Attached Image

Hello Kelly,

I need to cut the ballistic door panels from the bid. Please send me a new bid without the ballistic door panels.

Chief Ed Menefee



Ed Menefee

Chief of Police

Washington Police Department
301 Jefferson Street
Washington, MO 63090

(636) 390-1055 Administration

(636) 390-1050 Dispatch

(636) 390-2455 Fax

emenefee@washmo.gov

From: KELLY SELLS [mailto:ksells@machens.com]

Sent: Friday, January 24, 2020 4:12 PM

To: Ed Menefee <emenefee@washmo.gov>

Subject: Re: Attached Image

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call NOC Technology if you have any questions at 314.500.1000

Hi Chief,

See attached for your quote! Let me know, thanks!

Thank you,

Kelly Sells

Fleet Manager

Joe Machens Ford

573-445-4411

From: Ed Menefee <emenefee@washmo.gov>

Sent: Friday, January 24, 2020 1:00 PM

To: KELLY SELLS <ksells@machens.com>

Subject: FW: Attached Image

Hello Kelly,

Attached is a listing for Ford Police Interceptor Utility AWD. All the options are listed. Besides the standard equipment I have circled additional options we are interested in.

I need a quote for three vehicles.

Chief Ed Menefee



Ed Menefee

Chief of Police

Washington Police Department

301 Jefferson Street

Washington, MO 63090

(636) 390-1055 Administration

(636) 390-1050 Dispatch

(636) 390-2455 Fax

emenefee@washmo.gov

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

January 14, 2020

State Contract # CC200475003

City of Cassville

Subject: Joe Machens Proposal on a **2020 Ford Police Interceptor Utility AWD**

To: Whom it May Concern;

As per the requested quote on a 2020 Ford Police Interceptor Utility, Joe Machens Ford proposes the following. The Ford PI Utility includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Price – Line Item / Dealer Code - Option

\$34,833 – Line 16 & 25 / K8A – PI Utility All wheel drive (incl Prep Cost)

Included Standard Options (incl in price above)

\$N/C – 99B / 44U – 3.3L V6 Gas Engine

\$N/C – 16C – 1st & 2nd Row Carpet Flooring

\$N/C – 17T – Cargo Dome Lamp - Red/White

\$N/C – 18D – Global Lock / Unlock feature

\$N/C – 43D – Dark Car Feature

\$N/C – 47A – Police Engine Idle feature

\$N/C – 51R – Spot Lamp Driver Side (LED)

\$N/C – 549 – Heated Mirrors

\$N/C – 55F – Remote Keyless Entry Key Fob

\$N/C – 60A – Pre-Wiring grille, siren, speaker

\$N/C – 60R – Radio Noise Suppression Bonds

\$N/C – 65L – 18" Full Wheel Covers

\$N/C – 76D – Underbody Deflector Plate

\$N/C – 76R – Reverse Sensing

\$N/C – 86T – Tail Lamp / PI Housing Only

\$N/C – STD – Front Headlamp/PI Housing Only

\$N/C – STD – Class III Trailer Tow Receiver

\$N/C – STD – Remappable switches steer. wheel

\$N/C – STD – Rear Camera, in Center Stack

\$N/C – STD – Bluetooth (SYNC)

\$N/C – STD – Interceptor Badge

\$N/C – F6 – Rear Cloth Seat

Deleted Standard Options (included in Total price below)

(-\$110) – (-16C) – 1st & 2nd Row Carpet Flooring DELETE, replaced with Vinyl

(-\$50) – (-65L) – 18" Full Wheel Covers DELETE, replaced with black wheels / 5" chrome center caps

Added Optional equipment (included in Total price below)

\$230 – Line 23 / 19V – Rear Camera – on demand

\$3,100 – Line 48 / 67H – Ready for the Road Pkg

\$175 – Line 48 / 67V – Police Wire Harness Connector Kit / Front

\$1,405 – Line 48 / 96T – Rear Spoiler Traffic Warning Lights

\$0 – Line 48 / 87R – Rear Camera, located in rear mirror in lieu of Center Stack

\$625 – Line 48 / 68B – Police Perimeter Alert

\$0 – UM – Exterior Color: Agate Black

(-\$50) – (-F6) – Rear Cloth Seat DELETE, replaced with Rear Vinyl Seat (96)

\$0 – Line 47 / JMF – Delivery per vehicle

Total

\$40,158 per vehicle (2020 Ford Police Interceptor Utility AWD)



380

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com



3B



POLICE
CITY OF WASHINGTON

Chief Edward Menefee
Washington Police Department
301 Jefferson Street
Washington, MO 63090

Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455
Email: emenefee@washmo.gov

DATE: February 24, 2020
TO: City Council Members
SUBJECT: Request to Sign Contract with NOC Technology for the Purchase of Video Cameras for the Public Safety Building, including the Jail Area

Esteemed Council Members:

I respectfully request approval to accept a bid and sign a contract with NOC Technology for the purchase of video cameras to update and modernize the security camera system in the entire Public Safety Building; includes the Jail Area. Price quoted is \$15,843.63 for purchase for 36 cameras. The quote includes a rack station, server with internal hard drive, operating software and programing and installation.

Information concerning removing old wiring and rewiring a higher grade cable for new cameras in the entire Public Safety Building was presented to Council in June, 2019. That is when approval was granted to remodel the Booking Room of the Jail.

Council recently approved a contract with Eckelkamp Electric Co. for removal of old wiring and installation of a new higher grade wiring (CAD 6) to be able to wire new cameras for the video security system for the entire Public Safety Building.

The old camera system in the Public Safety Building and Prisoner Cells are to be replaced with new cameras. The current camera system is outdated, the cameras not supported for service and the software that operates the camera system is also no longer supported.

Currently there are nine (9) cameras not functioning. Repair is not an option, so they need replaced. The rest of the cameras in the whole Public Safety Building are in an aged state. If another goes out, a new camera will have to be purchased to replace it; otherwise we do without. For security purposes for the Jail and the Police Department, this is not safe or acceptable. Due to the issues with the old video cameras, new cameras are needed to maintain officer safety and jail and building security.

Finance and IT have worked with the Police Department to present a quote to purchase the cameras for the entire needs of the Public Safety Building. No other bids were accepted. The City contracts NOC for IT needs. NOC is fully familiar with all the electronic systems the City uses. They maintain and update software and assist in purchase of IT equipment needs. Due to their familiarity with the Department's systems, the set up and working of the Electronics Room and their already being our contracted IT Department they are the best choice for this project.

The budgeted amount for the New Camera Project for Public Safety Building is \$30,425.

3B b

\$17,425 has been approved by Council in a contract with Eckelkamp Electric Co. to remove, upgrade and rewire the Public Safety Building for the new cameras.

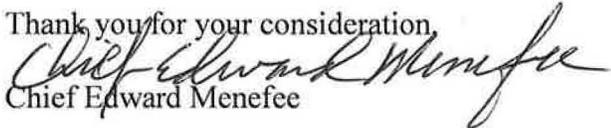
\$15,843.63 is the amount of the quote from NOC Technology for the cameras, installation, etc. This is higher than originally planned. That is due to after evaluation of the system and the needs to better address security and safety additional cameras were found to be needed. They were then included in the quote.

Money was budgeted in the Capital Sales Tax Improvement Fund; 260-20-000-542200, for the server. That accounts for \$1,600, leaving the project \$1,235 over budget.

The Camera Project is part of the money budgeted for the entire Improvements- Other Than Buildings Fund; \$37,425. Money should be left in that account after other projects are paid to cover the \$1,235. A budget amendment would be made at a later date, if there is an overage in that account.

Again, I respectfully request approval of the mentioned contract with N.O.C. Technology for \$15,843.63.

Thank you for your consideration,


Chief Edward Menefee



NOCtechnology.com

314-500-1000

902 E. 6th Street, Washington, MO 63090

Quote AAAQ1164

Prepared For:

City of Washington
 Joe Renkemeyer
 Phone: (636) 231-4074
 405 Jefferson
 Washington, MO 63090
 jrenkemeyer@ci.washington.mo.us

Prepared By:

Jon Lober
 VP of Managed Services
 Phone: 314-500-1002
 Fax:
 Email: jlober@noctechns.com



Jon Lober



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
19	UniFi Protect G4-PRO Camera - 4K resolution - Optical zoom - 108 degree view angle		\$499.99	\$9,499.81
9	Ubiquiti UVC-G3-DOME		\$149.99	\$1,349.91
8	Ubiquiti UniFi 2.1 Megapixel Network Camera - 1 Pack - 1920 x 1080 - Surface Mount, Pole Mount, Wall Mount		\$119.99	\$959.92
1	Synology 2U 8-Bay NAS RackStation (Diskless) (RS1219+) UniFi video management 1TB HDD		\$1,439.99	\$1,439.99
5	Seagate IronWolf 4TB NAS Internal Hard Drive HDD - 3.5 Inch SATA 6Gb/s 5900 RPM		\$118.80	\$594.00
20	Technician		\$100.00	\$2,000.00
			SubTotal:	\$15,843.63
			Shipping:	\$0.00
			Sales Tax:	\$0.00
			Total:	\$15,843.63

Payment Options

386

<input checked="" type="radio"/> e-Check / ACH Purchase (purchase amount \$15,843.63)	\$15,843.63 full payment
<input type="radio"/> Paper Check Purchase (purchase amount \$15,843.63)	\$15,843.63 full payment
<input type="radio"/> Credit Card Purchase (purchase amount \$15,843.63)	\$15,843.63 full payment

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 71.14.197.206

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email

Address

Printed Name

Signature

"signatures" could include: /john smith/, /js/, /js123/, etc

Have Questions?

Not Ready To Accept? Have Questions?

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Central Standard Time UTC-06:00

This page was created using [QuoteValet](#) - The online quote delivery and acceptance vehicle for [QuoteWerks](#).

3B6



Nelson Appell
Library Director
Washington Public Library

Washington City Council
405 Jefferson St.
Washington, MO 63090

Feb 26, 2020

Honorable Council Members,

I request that you approve the contract for NOC Technologies in the amount of \$39,600 per year. \$10,000 of this contract will be for high speed Internet access. This contract will provide the Library with (1) a virtual desktop solution to manage the public computers and (2) reliable, high speed Internet access. In consultation with MoreNet's e-Rates expert, I have followed the Federal process for the e-rates program, which helps schools and libraries obtain affordable Internet access. I filed FCC Form 470 to request bids for Internet Service. NOC Technologies responded with the lowest bid, in the amount of \$10,000. If this contract is approved, I will file Form 471, and the FCC will make a decision on how much of the \$10,000 they will reimburse to the library. Form 471 is due by March 26. The remaining portion of the contract (\$29,600) does not qualify for the e-rates program. (In the past, this e-rates process was managed by MoreNet. Since we are not planning to use MoreNet for Internet service, we will now manage the e-rates process internally.)

Thank you for your consideration,

A handwritten signature in black ink that reads "Nelson Appell". The signature is written in a cursive style with a large, prominent "N" and "A".

Nelson Appell
Library Director
Washington Public Library



902 East 6th Street
Washington, MO 63090

<https://NOCTechnology.com>
314.500.1000

Prepared for: CofW Library

Prepared By: Jonathan Lober
Vice President



Managed Services Agreement

NOC Technology is pleased to submit this contract for services to support CofW Library in their need for experienced IT support. The NOC Technology Managed IT Services program provides affordable, proactive IT management and support to small businesses. Utilizing our unique framework for providing managed IT and VoIP services, NOC Technology provides a range of proactive services to keep your computer and communication systems up and running and your people and business productive. NOC Technology's goal is to serve as your Technology partner with a focus on providing solutions.

Service Address:

705 N Service Rd W, St Clair, MO 63077

TERMS

This Agreement between CofW Library and NOC Technology is effective upon the date signed, shall remain in force for a period of three years, and be reviewed annually to address any necessary adjustments or modifications. The Service Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this Agreement.

Engagement

Client hereby engages NOC TECHNOLOGY LLC. ("Consultant") for the initial term set forth above, to provide services in support of Client's computer, electronic and information Technology systems ("IT Services") located at the Service Address identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional term equal to the original unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

Scope of Included Services

Consultant will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address or off-site. Client agrees not to make unreasonable requests for services. See Exhibit A.

Pricing, Additional Services

The Monthly Base Rate set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as "Project Type" work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Consultant's standard rates in effect at the time service is provided or adjustments to standard rates if defined in Exhibit C. The Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Exhibits or in an addendum.

Payment, Suspension or Termination of Services

Payment of the Monthly Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within ten (10) days of the due date. Client shall pay invoices for any additional amounts due to Consultant within fifteen (15) days after receipt. Consultant shall have the right to, suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that Consultant fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibit B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving

Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard.

1. This Agreement may be terminated by the Service Provider upon ninety (90) days written notice to the Client.
2. If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

Price Adjustments

Consultant shall have the right to propose an adjustment to the Monthly Base Rate, as provided on Exhibit C, in the event of equipment purchases, substantial changes in the demand for IT Services initiated by Client, material increases in costs to Consultant, or if Client's demand for IT Services during any twelve-month period during the term of this Agreement should exceed the Adjustment Threshold. When an adjustment occurs, an addendum detailing the change, will be signed by both parties and attached to this contract.

Tangible Property Rights

Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Consultant that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing consultant for repair and/or replacement of such material in an amount determined by consultant to be "fair market value" and will be due immediately at any time requested by consultant.

Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) hardware or software provided by Consultant for use by Client (e) trade secrets, or (f) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Consultant and/or Consultant Personnel; and/or (ii) through collaborative efforts of Consultant (including Consultant Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term

of this Agreement (collectively, the "Work Product") shall belong to Consultant; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Consultant Personnel and Client Personnel) without the express, written consent of Consultant, which consent may be withheld. Upon request of Consultant, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Consultant.

Non-Diversion

Client agrees that during the term of this Agreement and for a period of five years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Consultant ("Consultant Personnel"), nor will Client directly or indirectly contact or communicate with Consultant Personnel for the purpose of soliciting or inducing such Consultant Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Consultant, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

Disclaimer of Warranties

To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software, hardware, services or any other products furnished by consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

Limitation of Liability

In no event shall consultant be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Consultant responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Consultant or any party representing Consultant or otherwise. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

Actions

No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

Good Faith

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

Access

Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Consultant access to the Client's network via that Internet connection. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform services under this Agreement. Client agrees to allow the Consultant access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. Client agrees to furnish the Consultant with Administrator-level password access for all covered equipment and servers, where necessary. The Consultant agrees not to prevent Client from accessing any equipment owned by the Client or Consultant.

Limitations of Technology

The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Consultant may be unable to monitor, manage, or patch. The Consultant agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Consultant harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Consultant has no direct control over the effectiveness or lack thereof of the software being applied. The Consultant shall not be held responsible for interruptions in service due to patches released by software vendors.

Authority

Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive, Chief Financial Officer, Owner or any person designated by any of those individuals shall have power and authority to bind Client.

Miscellaneous

This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Consultant is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Ohio. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

Minimum Standards Required for Services

In order for Client's existing environment to qualify for NOC TECHNOLOGY's Managed Services, the following requirements must be met:

- All Servers with Microsoft Windows Operating Systems must be running Windows 2008 R2 Server or later and have all the latest Microsoft Service Packs and Critical Updates installed.
- All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Pro or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.

Exhibit A What We Cover

General	Included
Warranty Status	Included
Hardware & Software Details	Included
Unauthorized Software	Included
Network Coverage	
Firewall & Wireless Access Device Management	Included
Network Connections	Included
Network Performance Monitoring	Included
Printer Management & Monitoring (SNMP Enabled Printers Only)	Included
Help Desk Support (Remote and On-Site)	
During Hours Remote Support	Included
Emergency After Hours Remote Support	Included
During Hours On-Site Support	Included
After Hours On-Site Support	Included

What Is Included For Internet Service

Internet Services	Premier Services
<ul style="list-style-type: none"> • Security <ul style="list-style-type: none"> ○ Web Protection/ DNS Filter 	Included
<ul style="list-style-type: none"> • Performance <ul style="list-style-type: none"> ○ Low bandwidth Detection ○ High latency Detection 	Included
<ul style="list-style-type: none"> • Proactive Reliability <ul style="list-style-type: none"> ○ Network Monitoring and firewall Maintenance 	Included

What Is Included For Hosted Servers

Server Monitoring & Administration	Premier Services
<ul style="list-style-type: none"> • Security <ul style="list-style-type: none"> ○ Blacklisted Software ○ Antivirus Software Definitions ○ Expired Passwords Monitoring ○ Blacklisted Event Detection ○ Windows Patch Management ○ Support Software Updates ○ Hardware Tampering Detection 	Included
<ul style="list-style-type: none"> • Backups <ul style="list-style-type: none"> ○ Monitored Local and Offsite 	
<ul style="list-style-type: none"> • Performance <ul style="list-style-type: none"> ○ Hard Drive File Fragmentation ○ Hard Drive MFT Fragmentation ○ Low Memory Detection 	Included

<ul style="list-style-type: none"> ○ High CPU Usage Detection ○ Startup/Background Processes ○ Unauthorized Software Removal 	
<ul style="list-style-type: none"> ● Proactive Reliability <ul style="list-style-type: none"> ○ Hard Drive Error Monitoring ○ Hard Drive SMART Stats Monitoring ○ Hard Drive Free Space ○ Hardware/Software Raid Failure Monitoring ○ Windows File Corruption ○ Bad Process Detection 	Included

What Is NOT Included

“Project / Integration Work” Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to The Client as such before any work is performed. Block hours MAY be used for projects.

“Line of Business Applications” Defined as applications such as custom accounting packages, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded.

“Hardware Replacement Cost” Defined as the cost associated with hardware replacement falls outside this agreement. Hardware replacement can take the form of warranty, extended warranty, manufacturer’s support contract, on-site spares, or purchases as needed. Hardware replacement options will be discussed as part of the Audit deliverables to be sure an appropriate hardware strategy exists for all critical equipment.

Exhibit B

Service Guarantee

Consultant will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirements in responding to specific requests for service:

Issue	Priority	Response Time	Resolution Time	Escalation Threshold
Critical Emergency (Service not available all users and functions unavailable).	1	Within 15 minutes	ASAP –Best Effort	1 hour
Urgent (large number of users or business critical functions affected)	2	Within 1 Hour	ASAP –Best Effort	4 hour
High (Limited degradation of service, limited number of users or functions affected, business process can continue)	3	Within 4 hours	ASAP –Best Effort	8 hours
Normal (Small service degradation, business process can continue, one user affected)	4	Within 8 hours	ASAP –Best Effort	48 hours
Low Priority (Maintenance needed, no noticeable degradation to any users)	5	Earliest Availability	Not Applicable	Not Applicable

Value Added Items*	Premier Services
Virus Free Network (Managed Workstations)	Included
Web Protection	Included
Managed Firewall	Included
Guarantee Against Duplicated Billing	Included
Guarantee Satisfaction	Included
Guarantee Against Firewall Intrusion	Included

Disclaimer

* **“Value Added Items”** Consultant does not guarantee that these things will not happen. Consultant does guarantee that if these things do happen, you’ll never have to pay to remediate the issue when the cause is due to a failure on the consultant’s part to prevent the problem.

Exhibit C Pricing Agreement

SUPPORT AGREEMENT / BILLING INFORMATION			
Contract Date:	02/01/2020	Bill To:	Nelson Appell
Customer:	CofW Library	Billing email:	nappell@washmo.gov
Primary Contact:	Nelson Appell	Phone	636-390.1070
PO #	N/A	Fax:	
Effective Date:	02/01/2020	Payment Terms:	NET 30
Renewal Date:	02/01/2025	Billing Cycle:	Annual
Contract Length:	Five Years	Hosted Annual Billing Amount:	\$29,600
		Internet Service Annual Billing Amount:	\$10,000
Account Mgr:	Jonathan Lober	Contract Type:	New Contract
Contract Type:	Hosted Server	Contract Number:	

DEVICES COVERED IN THIS AGREEMENT	Qty
Laptop (Monitoring Capabilities Dependent on Connections to Internet)	N/A
Client's Primary Office Network	2
Cloud Hosted PBX	1
Phones (Yealink T40 Series)	15
Monitoring of Desktops	5

SUPPORT COVERED	Costs
Remote PC Management/Help Desk (8am-5pm M-F)	Included
Remote Network Management (8am-5pm M-F)	Included
24x7x365 Workstation Monitoring	Included
Off-Site Secure Backups	Included
On-Site Support (8am-5pm M-F)	Included
Phone System Support	Included
Emergency Support	Included

*Defined as an I.T. related situation that renders the Client's entire site down or unable to operate.

**We will give all attempts at supporting this equipment our "Best Effort" but it will be excluded from any Service Level Agreement.

3CA

Conclusion

We look forward to our continued relationship with CofW Library and supporting your efforts to improve your IT Infrastructure and support services. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective IT solution.

Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed. Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature	NOC TECHNOLOGY	Date
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Authorized Signature	CofW	Date
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