

**COUNCIL WORKSHOP MEETING  
MONDAY, OCTOBER 5, 2020 – 6:00 p.m.  
COUNCIL CHAMBER  
405 JEFFERSON STREET  
WASHINGTON, MO**

**MASKS ARE REQUIRED BY EVERYONE ATTENDING PUBLIC MEETINGS**

**INTRODUCTORY ITEMS:**

Roll call/Pledge of Allegiance

**ACTION:**

**1. APPROVAL OF MINUTES:**

Approval of the September 8, 2020 Workshop minutes

Approve/Mayor

**2. PRESENTATIONS:**

**3. REPORT OF DEPARTMENT HEADS:**

A. Fire Department –

- a. Fire Department Records Management Agreement
- b. Public Safety Policy Training Agreement

Discuss-send to Council  
Discuss-send to Council

B. Street Department –

- a. Purchase request - John Deere 9520R Tractor and Scraper
- b. Leaf Pickup Schedule

Discuss-send to Council  
Discussion

C. Engineering Department –

- a. Purchase GPS Survey Equipment

Discuss-send to Council

D. Water/Wastewater Department –

- a. Boring Services – Hwy 100
- b. Walnut Street Impeller Upgrade
- c. Budget Amendment

Discuss-send to Council  
Discuss-send to Council  
Discuss-send to Council

**4. 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

**5. ADJOURNMENT:**

POSTED ON CITY HALL NOTICE BOARD BY MARY TRENTMANN, CITY CLERK, OCTOBER 1, 2020  
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov).

**MINUTES OF THE  
CITY OF WASHINGTON, MISSOURI  
COUNCIL WORKSHOP MEETING  
SEPTEMBER 8, 2020**

The Council Workshop Meeting held on Tuesday, September 8, 2020 at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Lucy opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Sandy Lucy	Present	
<b>Council Members: Ward I</b>	Steve Sullentrup	Present	
	Nick Obermark	Present	
	<b>Ward II</b>	Mark Wessels	Present
	Mark Hidritch	Present	
<b>Ward III</b>	Jeff Patke	Present – 6:39 p.m.	
<b>Ward IV</b>	Greg Skornia	Present	
	Gretchen Pettet	Present	
	Joe Holtmeier	Present	

<b>Also Present:</b>	City Administrator	Darren Lamb
	City Clerk	Mary Trentmann
	Human Resources Generalist	Shauna Pfitzinger
	Economic Development Director	Sal Maniaci
	Chief of Police	Ed Menefee
	Communications Director	Lisa Moffitt
	Director of Public Services	John Nilges
	Finance Manager	Mary Sprung
	Parks Director	Wayne Dunker
	Building Official	Tom Neldon
	Street Superintendent	Tony Bonastia
	Water/Wastewater Superintendent	Kevin Quaethem
	Emergency Preparedness Director	Mark Skornia
Library Director	Nelson Appell	

**Approval of Minutes**

A motion to approve the minutes from the August 3, 2020 Workshop meeting as presented made by Hidritch, seconded by Holtmeier passed without dissent.

**Report of Department Heads**

**Finance –**

- a. 20201 Budget Highlights
  - 5% estimated health insurance increase effective in February (7.5% actual).
  - A potential wage increase of 1.0% is included for employees consisting of COLA. A merit increase will be reevaluated after 1<sup>st</sup> quarter of the new fiscal year.
    - Added positions: No added positions.
    - Deleted positions: Eliminated part-time building inspector-fire department
  - 1% sales tax revenue increase over FY ending estimated amounts.

September 8, 2020

- Total Capital expenditures \$15 million.
- Have not budgeted the following upcoming projects in 2021 due to size, complexity, and/or timing. Each of these projects has an offsetting revenue source to help fund it as well. As these projects develop and more information is gathered in 2021, a budget amendment will be done.

*COVID-19 Related Expenses/Projects  
City-Wide Fiber Project*

- b. 2021 Budget Spreadsheets
- c. Long-Range Capital Budget Plan
- d. Ten-Year Budget by Fund

City Administrator Darren Lamb discussed the budget and answered questions from Council members. The public hearing is scheduled for September 21, 2020 along with an ordinance to adopt it. With no further discussion a motion to forward to Council was made by Holtmeier, seconded by Hidritch passed without dissent.

**Communications –**

- a. New Haven, Missouri Dispatching Service Agreement

*August 31, 2020  
Mayor Sandy Lucy  
City Council Members  
405 Jefferson Street,  
Washington, MO 63090*

*Dear Mayor and City Council Members,*

*Attached you will find an Ordinance and Dispatching Service Agreement for the City of New Haven, Missouri. The purpose of this agreement is to provide law enforcement, emergency and non-emergency dispatch services to the New Haven Police Department.*

*I will be available at the meeting on September 8, 2020 to answer any questions.*

*Sincerely,*

*Lisa Moffitt*

*Director of Communications*

Communications Director Lisa Moffitt lead a brief discussion on the agreement. After the discussion, a motion to forward to Council made by Sullentrup, seconded by Hidritch passed without dissent.

**Emergency Management –**

- a. COVID-19 Positivity Rate Information

*MEMO*

*To: Darren Lamb*

*From: Mark Skornia*

*Based on the request by Council member Wessels for some means of measurement of COVID-19 spread as a means to identify when restrictions could ease, I have continued to research. The metric that has a national basis and apparently was originally used by the US Surgeon General as an indicator for when schools could re-open is the Positive Testing Rate or Positivity Rate. It uses simple color grading schedule of green, yellow and red to indicate increasing levels of virus spread. Less than 5% is green, 5-10% is yellow and over 10% is red. This method uses the measure of the actual percentage of tests that are positive, so the measure is relative regardless of the number of people tested. The positivity rate is currently reported by Franklin County daily. I have conferred with Dr. AE Mohart, Technical Specialist on our COVID organizational chart, and she concurs that positivity rate, watched along with hospitalizations and deaths are a reasonable measure of virus spread.*

*There is documentation of the positivity rate for each state and it has just recently been seen on the local news as the means that the State of Illinois is using as a measurement to impose additional restrictions in Metro East counties because as a region, their positivity rate was over 10%.*

*I propose that the City use a Positivity Rate of equal to or greater than 7% from the Monday Franklin County COVID report before an event as an indicator as the point at which city facilities cannot be used for mass gatherings*

September 8, 2020

*as a complement to the already adopted CDC Guidance for Mass Gatherings limiting crowd size and releasing the restriction once the Monday rate drops below 7%. This would be the mid-point of the yellow range. I am not proposing at this point that the City restrict events at private facilities.*

*Supporting documentation attached.*

Emergency Management Director Mark Skornia informed Council that the County recently changed the way the Positivity Rate is figured and requested to come back with a recommendation on an indicator at which City facilities should not be used for mass gatherings.

### **Solid Waste –**

#### **a. Fall Cleanup Week – October 19-23, 2020**

Street Superintendent Tony Bonastia informed the Council that Waste Connections has scheduled the Fall large trash pick. This will be the first large pickup done by Waste Connections. He also stated that 3 old trash trucks and 1 recycle truck have been sold and 2 other trucks will be repurposed by the Water and Parks Departments. The Street Department is expecting 500 tons of road salt delivery later this week and crews are working on asphalt and concrete projects, parking lot sealing and mowing and sod work on Lafayette Street parking lot.

### **Parks –**

#### **a. Change Orders 3, 4, 5 & 6 – Westport Pool**

*September 8, 2020*

*Honorable Mayor and City Council*

*Washington, Missouri*

*RE: Change Orders No. 3, 4, 5 & 6 for Agnes Nolting Aquatic Complex*

*Dear Mayor and Council,*

*Attached are change orders No. 3 through 6.*

*Change Order No. 2 is for removal of the rock shelf at the east end of the pool site. If you recall our previous updates on this topic, no one anticipated rock on this end of the pool site, based on how the old pool was designed. The cost is \$25,310.00 (time and material only).*

*Change Order No. 4 is for pool hillside utility work. The utility contractor is currently onsite installing the pool utilities. It makes sense to install the hillside utilities now rather than have the contractor remobilize when the hillside project begins. Costs listed are associated with pool hillside utility work. Total cost is \$25,671.00.*

*Change Order No. 5 is for the addition of two Funbrella Sleeves which will be mounted flush in the pool decking for future use. By installing the sleeves when the pool deck is poured it will prevent crews from cutting into the pool deck in the future. Ideally, I hope sponsors will come forward to purchase the actual umbrella portion and sponsor logos could be added. Cost listed is for two sleeves and installation. Total cost is \$2,756.00.*

*Change Order No. 6 is for the removal of pool mechanical room out of the existing pool house and into the new pool house. The large amounts of rock on the east end of the pool site and concerns over brick and mortar damage to the existing pool house dictated the equipment move. The new pool house will be lengthened on each end of the building to accommodate the addition of the mechanical room. Total cost is \$43,958.00.*

*Please let me know if you have any questions.*

*Sincerely,*

*Wayne Dunker, CPRP*

*Director of Parks and Recreation*

After Parks Director Wayne Dunker explained the change order a short discussion was held and a motion to forward to Council made by Sullentrup, seconded by Hidritch passed without dissent.

**Engineering** – Director of Public Works John Nilges reported to Council on the hillside work along Circle Drive during the pool construction. He also discussed funding sources through the Capital Improvement Sales Tax and for the Airport project and numbers from MoDOT.

September 8, 2020

Mr. Nilges gave an update on the Riverfront Trail work. The paving is complete but the trail is NOT open. Work is continuing on the pads and benches.

Mr. Nilges informed Council of a program being implemented on construction site cleanliness.

### **Parks (continued)**

Wayne Dunker further reported to Council on the Riverfront Trail that is closed. The goal, weather permitting is to open the trail this weekend. The contractor continues work at the back 9 of the Disc Golf Course and hope to open the back 9 by the end of the month. Work is continuing on the Main Park Playground and will be conducting phone interviews this week for the open Maintenance position.

### **Library**

Library Director Nelson Appell reported to Council on the 12 hotspots that were received through the CARES Act for Libraries. The hotspots can be checked out for 2 weeks at a time and all were checked out within the first 48 hours.

### **Water/Wastewater**

Superintendent Kevin Quaethem reported on the water main breaks on Terry Lane and the odor issues at the Treatment Plant. The slip-lining project is underway and the permit has been received from MoDOT to bore under the Highway to get water service to Meadowlake Farms Subdivision.

### **Council Comments**

Councilmember Hidritch announced that he would not be able to attend any 7 p.m. meeting for the next 3 months due to his work schedule.

### **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) passed at 6:43 p.m. on the following roll call vote: Hidritch-aye, Holtmeier-aye, Obermark-aye, Patke-aye, Pettet-aye, Skornia-aye, Sullentrup-aye, Wessels-aye.

The meeting reconvened at 6:59.

### **Adjournment**

With no further business to discuss, a motion to adjourn made at 6:59 p.m. by Pettet seconded by Holtmeier passed without dissent.

September 8, 2020



October 1, 2020

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

RE: Emergency Reporting Software

Dear Honorable Mayor and City Council:

On behalf of the Fire Department, I am requesting the execution of a contract with Emergency Reporting to replace our current Firehouse software platform.

Firehouse has served the Fire Department records management needs for almost 25 years. Firehouse was bought by ESO Solutions and they are phasing out Firehouse software support and only providing updates until 2021 due to its outdated technology that is no longer supported by Microsoft and replacing it with their new Fire RMS package.

The Fire Department has thoroughly researched many vendors to replace Firehouse. The top vendor that was chosen is Emergency Reporting. Emergency Reporting offers NFIRS compliant technology, is cloud based, integrates with our current CAD vendor, Omnigo and Active911. It allows for web access anywhere, anytime and unlimited users.

Emergency Reporting is a comprehensive records management software providing our fire department with modules in the following categories: incidents, occupancy, training, maintenance, events and inventory among others. This software will allow many recordable activities to be done electronically and on mobile devices including cell phones and tablets improving efficiency. Emergency Reporting is used by several departments in Franklin County and throughout the state who have all recommended the platform.

This budgeted expense will come out of the "Other Contracted Services" account. The contract will run annually with the initial fee of \$4135.00 for the first year including setup fees and \$2885.00 annually after the first year.

If you have any questions, please do not hesitate to ask.

Respectfully,

Tim Frankenberg, CT, CFPS  
Fire Chief



Emergency Reporting  
 2200 Rimland Dr., Suite 305  
 Bellingham, WA 98226  
 www.emergencyreporting.com  
 Phone: 866.773.7678  
 Fax: 866.929.6157

**Contact Details:**

Prepared by	Hedy Rose Kraft	Phone	(504) 235-8282
Email	hedy.kraft@emergencyreporting.com	Fax	(866) 929-6157

**Customer Contact Details**

Account Name	Washington Fire Department (MO)	Quote Number	00023709
Contact Name	Tim Frankenberg	Created Date	8/13/2020
Phone	(636) 221-4671	Expiration Date	9/30/2020
Email	tpfrankenberg@washmo.gov	Customer Type	New
Ship To	200 E 14th Street Washington, MO 63090 USA		
County	Franklin		

**Order Summary**

Product	Product Code	Quantity	Sales Price	Total Price	Line Item Description
Basic Lite Base Pkg Volunteer Only	Base-3	1.00	USD 1,795.00	USD 1,795.00	Annual subscription fee
Basic Lite Google Maps Add-On	Base-3.5	1.00	USD 495.00	USD 495.00	Annual subscription fee
Basic CAD Package	CAD-B1	1.00	USD 595.00	USD 595.00	Annual CAD maintenance fee (Omnigo)
Basic Implementation Plan	TRG-3	1.00	USD 500.00	USD 500.00	One-time setup fee
Pro Import Plan	IMP-3	1.00	USD 750.00	USD 750.00	One-time data import fee
Active911 Interface	API-34	1.00	USD 0.00	USD 0.00	Annual interface (no cost)

**Summary**

Bill To Name Washington Fire Department (MO)  
 Bill To PO Box 529  
 Washington, MO 63090  
 USA  
 # Years 1.00  
 Payment Schedule Yearly  
 Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.

Please make checks payable to: Backdraft OpCo, LLC

**Year 1 Total**  
 Yearly Subscription USD 2,290.00  
 Fees  
 Annual CAD Link USD 595.00  
 Maintenance Fees  
 Annual Interface Fee USD 0.00  
 Data Import Fee USD 750.00  
 Training Fees USD 0.00  
 One-Time Setup Fees USD 500.00  
 Year 1 Cost USD 4,135.00  
 Estimated Yearly Total: Year 2+ USD 2,885.00

Account Setup Info

\*Account Setup Contact Name:

\_\_\_\_\_

\*Phone#:

\_\_\_\_\_

\*e-mail:

\_\_\_\_\_

\*Is the organization tax exempt? yes [ ] no [ ]

If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 866-929-6157.

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above.

\*Dept. NFIRS Email Recipient:

\_\_\_\_\_

Agency Codes: If blank please add (Required for setup)

03605

EMS ID:

FDID:

CAD Link & Occupancy Module Setup Contact Name

\*CAD Link Setup Contact Name (Fire Dept Contact):

(Only Required if putting CAD link in place to PSAP)

\_\_\_\_\_

\*Phone#:

\_\_\_\_\_

\*e-mail:

\_\_\_\_\_

- Please check one. *(New Customer Accounts Only)*  
For Occupancy Module configuration would you like your setup to be based on NFPA [ ] or ICC [ ]?

\* This is for setting up Categories and Subcategories.

\*\* If left blank implementation will default to the ICC settings.

Notes / Comments

Special Order  
Terms

The FFP CAD link actually parses data from a predetermined folder so no link actually exists directly between ER's system and Omnigo. Some CAD systems require the installation of an additional program to push the required call data to a specific folder in text or xml format. Please contact Omnigo to determine if your current system has the capability in place or if they'll need to purchase that as an additional feature. The CAD link may take up to 120 days to develop, test and deploy.

Terms & Conditions

Backdraft OpCo, LLC dba Emergency Reporting ("COMPANY"), and the above-named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

COMPANY shall perform the following services:

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com>.
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by COMPANY for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, COMPANY will configure direct submission to the state; if the state prohibits third party submissions, COMPANY will provide Agency with the applicable data for state reporting requirements.

3A-a



6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated here:  
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

**The Agency shall be responsible for the following:**

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of COMPANY.
4. Use supported web browsers as listed in the COMPANY website:  
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
5. The AGENCY agrees to abide by the Company TERMS OF SERVICE which can be found at:  
<https://www.emergencyreporting.com/terms-of-service/>.

**Additional CAD Link Terms & Conditions**

**COMPANY shall perform the following services:**

1. Web Service CAD Links - Receive CAD interface data to the following address:  
<https://secure.emergencyreporting.com/WS/V1.0/Dispatch/CallCenter.php>. COMPANY reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) integration, COMPANY shall provide a cloud service that automates the parsing process and route CAD incident data to your specific account.
3. Provide ongoing changes and bug fixes, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to COMPANY standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPPA regulations and industry practices regarding security.

**The Agency shall be responsible for the following:**

1. Provide clean, valid data for processing, either via text, xml (for Flat File Parser Integrations) or web services (for web services direct installations)
2. For FFP Integrations, the Agency shall provide a computer to install a SFTP client that shall have access to CAD RMS export file directory where text or xml files are dropped with the following SFTP settings:
  1. SFTP
  2. Port 22
  3. Server <http://cadfiles.emergencyreporting.com>
  4. Username and Password setup on time of integration
3. If agency does not supply SFTP client, BDO shall provide client at an additional cost.
4. Agency shall provide technical staff to assist with integration, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
5. Additional charges from your CAD vendor may apply and should be discussed with that vendor.
6. Once your CAD link is deployed any changes to the format of the file and or changes of the CAD system that result in a rebuilding of the CAD link connection may result in change order fees.

**Governing Law.** The AGENCY agrees that the rights of user and COMPANY shall be governed by the Laws of the State of Washington, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State. Notwithstanding the foregoing, if you are a U.S. public entity, these Terms and Conditions will be governed by the local law of the State or Commonwealth in which you are located.

**Data Ownership.** All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state

reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by COMPANY is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

**Statute of Limitation.** The AGENCY agrees that any cause of action you may have against COMPANY must be commenced within (2) years after the claim arises.

**Pricing.** The AGENCY agrees to the prices set forth in this agreement. COMPANY reserves the right to modify AGENCY pricing at the billing renewal date and will provide 30 day advance written notice of its intent to do so.

**Termination.** Either AGENCY or COMPANY can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the AGENCY.

**Billing Cycle Start Date.** The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received by COMPANY.

**Copyright.** The AGENCY recognizes that the COMPANY website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of COMPANY's technology.

COMPANY uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of COMPANY, and agrees to hold COMPANY, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

#### Order Agreement

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### Billing Contact:

*Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:*

Name \_\_\_\_\_

Email \_\_\_\_\_

Would you like to receive a copy of your invoice via mail please check here: Mail [  ]

Mailed invoices will be sent to the billing address list above.



October 1, 2020

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

RE: Lexipol

Dear Honorable Mayor and City Council:

Attached you will find an ordinance for entering into a contract with Lexipol. Lexipol is a nationally recognized company that provides support for emergency services with litigation mitigation through standards and practices that comply with local, state, national regulations and industry best practices. In addition, Lexipol offers training to the fire department through monthly online segments.

The fire department has been paying for a program called Target Solutions. This was a recommended platform from the 2018 consultant audit. The program has not been utilized and only provides some aspects of training and no policy or procedure guidance.

The fire department has decided to reallocate and save funds used for Target Solutions and in its place work with Lexipol to reduce exposure, locate and close gaps for better procedures. The initial cost savings is estimated to be approximately \$500.

If you have any questions, please let me know.

Respectfully,

Tim Frankenberg, CFPS, GSP  
Fire Chief

3A-b



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Washington Fire Department  
Agency's Address: POB 529  
Washington, Missouri 63090

Attention: Chief Tim Frankenberg

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Attention: Bruce Bjorge

Effective Date: \_\_\_\_\_  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Lexipol  
Signature: \_\_\_\_\_  
Print Name: Van Holland  
Title: Chief Financial Officer  
Date Signed: \_\_\_\_\_

**EXHIBIT A****SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES****Agency is purchasing the following:**Lexipol Annual Subscription  
Cost

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 10/1/2020 End: 9/30/2021)	USD 2,992.00	15%	USD 448.80	USD 2,543.20
	<b>Subscription Line Items Total</b>			<b>USD 448.80</b>	<b>USD 2,543.20</b>
				<b>USD 448.80</b>	<b>USD 2,543.20</b>
				<b>Lexipol Annual Subscription Cost Discount:</b>	USD 448.80
				<b>Lexipol Annual Subscription Cost TOTAL:</b>	USD 2,543.20

\*Fire pricing is based on 5 Fire Authorized Staff.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

**Discount Notes**

The agency would receive a 15% annual subscription discount if they elect to proceed with a policy and FR1A academy subscription at the same time.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

**3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.



11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

**Miscellaneous.**

13.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

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**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

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## Scope of Services

### Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

### Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

### Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

### Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

### Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

### Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

### Fire Operations Procedures

- More than 20 best practice procedures designed to support safe operations

- Procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Scenario-based training reinforces live training
- Mobile-friendly decision trees make it easy to review a procedure on the way to a call



### New Client Information Form

Name of Agency (as you want it to appear on the manual) \_\_\_\_\_

Billing Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accounts Payable Point of Contact  
(Example: City/County Clerk, Treasurer, Finance, etc.)

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Risk Management Group/Insurance Pool  
\_\_\_\_\_

Accreditation Agency (if applicable)  
\_\_\_\_\_

Agency Fiscal Year Start  
\_\_\_\_\_

*If purchasing Law Enforcement, please complete the following section:*

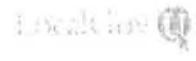
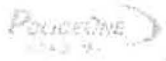
Chief/Sheriff Name	Title	Email	Phone
_____	_____	_____	_____
Project Manager Full Name	Title	Email	Phone
_____	_____	_____	_____

*If purchasing Custody, please complete the following section:*

Chief/Sheriff Name	Title	Email	Phone
_____	_____	_____	_____
Project Manager Full Name	Title	Email	Phone
_____	_____	_____	_____

*If purchasing Fire, please complete the following section:*

Chief Name	Title	Email	Phone
_____	_____	_____	_____
Project Manager Full Name	Title	Email	Phone
_____	_____	_____	_____



SUBSCRIPTION PLATFORM AGREEMENT

Customer Name: Washington Fire Department  
 Customer Address: 200 E 14th St  
 Washington, Missouri 63090  
 Attention: Chief Tim Frankenberg  
 Lexipol's Address: 2611 Internet Boulevard, Suite 100  
 Frisco, Texas 75034  
 Prepared By: Nick Kuykendall  
 Expiration Date: 12/15/2020

Contract & Proposal Valid Through: 10/1/2020 - 9/30/2021

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

QTY	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
75	Fire Platform/Mobile Solution	USD 43.00	15.00	USD 2,741.25
75	FireRescue1 & EMS1 Academy Account Services & Setup	USD 500.00		USD 500.00
			<b>Discount:</b>	USD 483.75
			<b>TOTAL:</b>	USD 3,241.25

The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

**Discount Notes**  
Lexipol Policy Bundle

SCOPE OF SERVICES

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## TERMS & CONDITIONS

**Billing:**

A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified.

**Renewal:** Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal, unless written notice of non-renewal is received at least sixty-days prior to contract end date.

**Cancellation:** Contract cannot be cancelled prior to effective contract end date. **Department Personnel Use Only:** Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access.

**Service Agreement:** The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at <https://www.lexipol.com/lms-master-service-agreement/>

between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.



September 21, 2020

RE: Recommendation – Use Erb Equipment Bid for the purchase of a John Deere 9520R Tractor and 2412D Ejector Scraper for the Street Department

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment needs to be purchased, staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it has been determined that the 2000 Caterpillar 75E and 2000 CEPCO Scraper have exceeded their life span with well over 13,336 hours and 37,740 miles on them and is in need of replacement due to maintenance issues, condition, becoming outdated and worn from years of service. The Street Department has budgeted for replacing the tractor and equipment in the 2020-2021 budget, in the amount of \$400,000.00 for a new tractor and \$175,000.00 for a new scraper totaling \$575,000.00.

I am recommending that the City of Washington go with the Erb Equipment Quote ID #21693294, under the Sourcewell Contract #032119, with Erb Equipment in the amount of \$500,825.35 (which is under budget) for the John Deere 9520R Scraper Tractor and Scraper. And Trade-in the Caterpillar.75E and CPCO S 175 in the amount of \$35,000.00 for both.

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

Respectfully,

Tony Bonastia  
Street Superintendent



<b>Company</b>	<b>John Deere 9520R Scaper Tractor</b>	<b>John Deere 2412 E Four tire Ejector Scaper</b>	<b>Total</b>	<b>Trade In 75E Challenger</b>	<b>Trade in Cepco S175 Scaper</b>	<b>Total Cost</b>
Sydenstricker Nobbe	\$410,047.13	\$134,078.40	\$544,125.53	\$30,000.00	\$10,000.00	\$504,125.53
Erb Equipment	\$409,040.68	\$126,784.67	\$535,825.35	\$25,000.00	\$10,000.00	\$500,825.35

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**Quote Summary**

**Prepared For:**  
 CITY OF WASHINGTON  
 405 JEFFERSON ST  
 WASHINGTON, MO 63090  
 Business: 636-390-1037

**Prepared By:**  
 DANIEL JONES  
 Erb Equipment Co., Inc.  
 6885 Old Route 66  
 Cuba, MO 65453  
 Phone: 573-885-0500  
 danieljones@erbequipment.com

**Equipment Price from John Deere Sourcewell Contract #032119-JDC**

**Quote Id:** 21693294  
**Created On:** 23 April 2020  
**Last Modified On:** 31 August 2020  
**Expiration Date:** 31 October 2020

<b>Equipment Summary</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 9520R Scraper Tractor Extended Warranty Extended Warranty, 9520R, Power Train, 5000 Total Hours or 60 Total Months, \$0 Deductible , Scraper Use :Y	1	
JOHN DEERE 2412D E Four Tire Ejector Scraper	1	
<b>Equipment Total</b>		<b>\$ 535,825.35</b>

<b>Trade In Summary</b>	<b>Qty</b>	<b>Each</b>	<b>Extended</b>
CATERPILLAR 75E - 6HS00569 PayOff	1	\$ 25,000.00	\$ 25,000.00 \$ 0.00
Total Trade Allowance			\$ 25,000.00
CEPCO S 175 - S175CSOOCX63 PayOff	1	\$ 10,000.00	\$ 10,000.00 \$ 0.00
Total Trade Allowance			\$ 10,000.00
<b>Trade In Total</b>			<b>\$ 35,000.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 535,825.35
Trade In	\$ (35,000.00)
SubTotal	\$ 500,825.35
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 500,825.35</b>
<b>Balance Due</b>	<b>\$ 500,825.35</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

**Quote Id:** 21693294

**Customer:** CITY OF WASHINGTON

## JOHN DEERE 9520R Scraper Tractor

**Hours:**
**Stock Number:**

Code	Description	Qty
09G0RW	9520R Scraper Tractor	1

### Standard Options - Per Unit

0202	United States	1
0409	English	1
0531	Performance package	1
897K	2,624 kg (5,786 lb) Total Weight	1
1492	e18 Transmission, 18 forward and 6 reverse speeds with Efficiency Manager	1
1822	Gen4 4600 CommandCenter	1
1834	Less John Deere ActiveCommand Steering (ACS)	1
1835	Less StarFire Receiver	1
1845	Less Activation	1
1884	JDLink Ultimate Cellular - 5 Year Subscription	1
1946	4600 Processor	1
2061	Premium CommandView III Cab with ActiveSeat	1
2662	Premium radio package	1
3041	JohnDeere PowerTech PSS 13.5 L (824 cu. in.) 6 Cylinder Tier 4/Stage V Compliant Diesel Engine	1
3272	435 L/min (115 gpm) Dual Hydraulic Pump	1
3342	Four - 3/4 in. Deluxe Electric-Hydraulic Rear Remote Selective Control Valves	1
4330	Drawbar Support for Short Scraper Drawbars	1
5070	120 mm (4.72 in.) X 3,048 mm (120 in.) Diameter Double Reduction with HydraCushion Suspension System	1
5607	710/70R42 173A8 R1W Radial in Dual Configuration	1
5999	No Brand Preference	1
7206	Premium lighting	1
8064	Ethernet switch	1
8242	Radar, Dual Beam Sensor	1
8965	Front Weight Support with 36 Weights	1

# Selling Equipment


**Quote Id:** 21693294

**Customer:** CITY OF WASHINGTON

Dealer Attachments		
BXT10042	Quick Attach Drawbar for Wheeled Scraper Special Tractors with short drawbar supports	1
BRE10119	Battery Disconnect Kit, Wheel	1
BRE10242	Fire Extinguisher, Wheel and 4 Track	1
BRE10164	Scraper Hose Support	1
RE273380	Back Up Alarm Kit	1

JOHN DEERE 2412D E Four Tire Ejector Scraper		
<b>Equipment Notes:</b>		
<b>Hours:</b>		
<b>Stock Number:</b>		
Code	Description	Qty
0734T8	2412D E Four Tire Ejector Scraper	1
Standard Options - Per Unit		
0202	United States	1
0800	Custom Configuration	1
1050	Standard Rear Hitch	1
2004	Four - 26.5R25 in. Premium E3 Radial	1
3025	Hoses and Couplers for Single Scraper or Rear Scraper in Tandem Application	1
4003	Drop Center	1
7070	Less AutoLoad	1
Other Charges		
	Freight	1

# Trade In



Quote Id: 21693294

Customer: CITY OF WASHINGTON

<b>CATERPILLAR 75E</b> <b>SN# 6HS00569</b>	
<b>Machine Details</b>	
<b>Description</b> CATERPILLAR 75E SN# 6HS00569 Your Trade In Description	<b>Net Trade Value</b>  <b>\$ 25,000.00</b>

<b>CEPCO S 175</b> <b>SN# S175CSOOCX63</b>	
<b>Machine Details</b>	
<b>Description</b> CEPCO S 175 SN# S175CSOOCX63 Stock Number : Your Trade In Description	<b>Net Trade Value</b>  <b>\$ 10,000.00</b>



**Extended Warranty Proposal**

**PowerGard™ Protection Plan**

**Tractors - 4WD Scraper**

Date : August 31, 2020

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Tractors - 4WD Scraper	Coverage:	Power Train	Quoted Price	\$ 0.00
Model	9520R	Total Months:	60		
Country	US	Total Hours:	5000		
MFWD/Tracks	N				
Scraper Use	Y				

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

**Extended Warranty Proposal Prepared for:**

I have been offered this extended warranty and

Customer Name - Please Print

- I ACCEPT the Extended Warranty
- I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is not a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

**What Extended Warranty is :**

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

**What Extended Warranty is not :**

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



JOHN DEERE

# YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

**For any questions, please contact:**

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,  
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

**Doug Scheer**

Sydenstricker Nobbe Partners  
14400 State Hwy Tt  
Dutzow, MO 63357

Tel: 636-433-2256

Fax: 636-433-5125

Email: [dscheer@sydenstrickers.com](mailto:dscheer@sydenstrickers.com)

The John Deere Government Sales Team



**JOHN DEERE**



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Nobbe Partners  
14400 State Hwy Tt  
Dutzow, MO 63357  
636-433-2256  
dutzow@snpartners.com

**Quote Summary**

**Prepared For:**

CITY OF WASHINGTON  
405 JEFFERSON ST  
WASHINGTON, MO 63090  
Business: 636-390-1037

**Delivering Dealer:**

**Sydenstricker Nobbe Partners**  
Doug Scheer  
14400 State Hwy Tt  
Dutzow, MO 63357  
Phone: 636-433-2256  
dscheer@sydenstrickers.com

**Quote ID:** 22727058

**Created On:** 09 September 2020

**Last Modified On:** 17 September 2020

**Expiration Date:** 17 October 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 9520R Scraper Tractor <b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) <b>Price Effective Date:</b> September 8, 2020	\$ 539,535.70	\$ 410,047.13 X	1 =	\$ 410,047.13
JOHN DEERE 2412D E Four Tire Ejector Scraper <b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) <b>Price Effective Date:</b> September 8, 2020	\$ 174,840.00	\$ 134,078.40 X	1 =	\$ 134,078.40
<b>Equipment Total</b>				<b>\$ 544,125.53</b>

Trade In Summary	Qty	Each	Extended
2000 CHALLENGER 75E - 6HS00569 PayOff	1	\$ 30,000.00	\$ 30,000.00 \$ 0.00
Total Trade Allowance			\$ 30,000.00
CEPCO S175 - S175CS00CX63 PayOff	1	\$ 10,000.00	\$ 10,000.00 \$ 0.00
Total Trade Allowance			\$ 10,000.00
<b>Trade In Total</b>			<b>\$ 40,000.00</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_





**JOHN DEERE**



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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Nobbe Partners  
14400 State Hwy Tt  
Dutzow, MO 63357  
636-433-2256  
dutzow@snpartners.com

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Equipment Total	\$ 544,125.53
Trade In	\$ (40,000.00)
SubTotal	<b>\$ 504,125.53</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 504,125.53
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 504,125.53</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*

3B-a



**JOHN DEERE**

# Selling Equipment



Quote Id: 22727058      Customer Name: CITY OF WASHINGTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Nobbe Partners  
14400 State Hwy Tt  
Dutzow, MO 63357  
636-433-2256  
dutzow@snpartners.com

## JOHN DEERE 9520R Scraper Tractor

**Hours:**

**Suggested List \***

**Stock Number:**

**\$ 539,535.70**

**Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

**Price Effective Date:** September 8, 2020

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty
09G0RW	9520R Scraper Tractor	1
<b>Standard Options - Per Unit</b>		
188S	JDLink™ Connect 5 Year subscription	1
0202	United States	1
0409	English	1
0531	Performance package	1
897K	2,624 kg (5,786 lb) Total Weight	1
1492	e18 Transmission, 18 forward and 6 reverse speeds with Efficiency Manager™	1
2061	Premium CommandView™ III Cab with ActiveSeat™	1
2662	Premium radio package	1
3041	JohnDeere PowerTech™ PSS 13.5 L (824 cu. in.) 6 Cylinder Tier 4/Stage V Compliant Diesel Engine	1
3272	435 L/min (115 gpm) dual hydraulic pump	1
3342	Four 3/4 in. Rear Remote SCVs with Electrohydraulic (EH) Controls, Premium Couplers and High-Pressure Relief Levers	1
4330	Drawbar Support for Short Scraper Drawbars	1



**JOHN DEERE**

# Selling Equipment



Quote Id: 22727058      Customer Name: CITY OF WASHINGTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

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14400 State Hwy Tt  
Dutzow, MO 63357  
636-433-2256  
dutzow@snpartners.com

5070	120 mm (4.72 in.) X 3,048 mm (120 in.) Diameter Double Reduction with HydraCushion Suspension System	1
5607	710/70R42 173A8 R1W Radial in Dual Configuration	1
5999	No Brand Preference	1
7206	Premium lighting	1
8064	Ethernet switch	1
8242	Radar, Dual Beam Sensor	1
8965	Front Weight Support with 36 Weights	1
<b>Technology Options/Non-Contract/Open Market</b>		
1946	4600 Processor	1
1822	Gen4 4600 CommandCenter™	1
1835	Less StarFire™ Receiver	1
1845	Less Activation	1
1834	Less John Deere ActiveCommand™ Steering (ACS)	1
<b>Dealer Attachments/Non-Contract/Open Market</b>		
BXT10042	Quick Attach Drawbar for Wheeled Scraper Special Tractors with short drawbar supports	1
BRE10242	Fire Extinguisher, Wheel and 4 Track	1
BRE10164	Scraper Hose Support	1

**JOHN DEERE 2412D E Four Tire Ejector Scraper**



**JOHN DEERE**

# Selling Equipment



Quote Id: 22727058      Customer Name: CITY OF WASHINGTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Sydenstricker Nobbe Partners  
14400 State Hwy Tt  
Dutzow, MO 63357  
636-433-2256  
dutzow@snpartners.com

**Equipment Notes:**

**Suggested List \***

Hours:

\$ 174,840.00

**Stock Number:**

**Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

**Price Effective Date:** September 8, 2020

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty
0734T8	2412D E Four Tire Ejector Scraper	1

**Standard Options - Per Unit**

0202	United States	1
0800	Custom Configuration	1
1050	Standard Rear Hitch	1
2004	Four - 26.5R25 in. Premium E3 Radial	1
3025	Hoses and Couplers for Single Scraper or Rear Scraper in Tandem Application	1
4003	Drop Center	1
7070	Less AutoLoad	1

**Other Charges**

Freight	1
---------	---



**JOHN DEERE**

# Trade-in



**Quote Id:** 22727058

**Customer Name:** CITY OF WASHINGTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

<b>2000 CHALLENGER 75E</b>	
<b>SN# 6HS00569</b>	
<b>Machine Details</b>	
<b>Description</b>	<b>Net Trade Value</b>
2000 CHALLENGER 75E	\$ 30,000.00
SN# 6HS00569	
Your Trade In Description	
<b>Additional Options</b>	
Hour Meter Reading	7876

<b>CEPCO S175</b>	
<b>SN# S175CS00CX63</b>	
<b>Machine Details</b>	
<b>Description</b>	<b>Net Trade Value</b>
CEPCO S175	\$ 10,000.00
SN# S175CS00CX63	
Stock Number :	
Your Trade In Description	

38a

# 9520R Scraper Tractor



## Product Features      In-Base Option Codes

Standard Base Machine Features - 9R Series Scraper Tractors

Rated Engine power PS (hp ISO): 520 hp (382 kW)

### ENGINE:

Diesel Engine Type (see code selection)

Displacement (see code selection)

Engine Power Level/Speed (see code selection)

Emissions Compliance (see code selection)

Air-to-Air Aftercooled

Automatic Shutdown System

Dry Type Air Cleaner with Safety Element, and Pre-Cleaner

VariCool Fan Drive System

Electric Fuel Shutoff

Engine Coolant Conditioner Additive

Engine Coolant Recovery System

Dual State Fuel Filtration System with Fuel Water Separator with Sensor

Self-Priming and Bleeding Electronic Fuel Pump

Fuel Tank Capacity (see code selection)

DEF Tank Capacity (see code selection)

B2 Biodiesel Fuel from the Factory

Top-loading Vertical Engine Oil Filter

Electronic Injection and Governor Control

Field Cruise Control

Engine Coolant Heater (see code selection)

Ether Starting Aid

### TRANSMISSION:

18 Speed Powershift, 18 F/6 R Speeds with Efficiency Manager

Hydraulically-Engaged Wet-Disk Clutch

Park Lock

Neutral Safety Start System

### STEERING AND BRAKES:

Steering Type (see code selection)

Brake Type (see code selection)

# 9520R Scraper Tractor



## Product Features      In-Base Option Codes

### Standard Base Machine Features - 9R Series Scraper Tractors

Rated Engine power PS (hp ISO): 520 hp (382 kW)

#### ENGINE:

Diesel Engine Type (see code selection)

Displacement (see code selection)

Engine Power Level/Speed (see code selection)

Emissions Compliance (see code selection)

Air-to-Air Aftercooled

Automatic Shutdown System

Dry Type Air Cleaner with Safety Element, and Pre-Cleaner

VariCool Fan Drive System

Electric Fuel Shutoff

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Self-Priming and Bleeding Electronic Fuel Pump

Fuel Tank Capacity (see code selection)

DEF Tank Capacity (see code selection)

B2 Biodiesel Fuel from the Factory

Top-loading Vertical Engine Oil Filter

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Engine Coolant Heater (see code selection)

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#### TRANSMISSION:

18 Speed Powershift, 18 F/6 R Speeds with Efficiency Manager

Hydraulically-Engaged Wet-Disk Clutch

Park Lock

Neutral Safety Start System

#### STEERING AND BRAKES:

Steering Type (see code selection)

Brake Type (see code selection)



## **City to Pick Up Leaves in Two Rounds**

City of Washington Crews will conduct two rounds of leaf pickups for residents this year (2020).

-The first round is scheduled to Start **November 9<sup>th</sup>** and continue until each street has been picked up one time.

-The second round is scheduled to Start **November 30<sup>th</sup>** and continue until each street has been picked up one time.

In both rounds crews will start picking up leaves on the east side of town and proceed to the west. **If the leaves are not out on the day we were in your area, we will not come back to pick them up on the first round but will get them on the second round. If the leaves are not out on the day we are by on the second/last round, we will not be back!**

Residents are asked to rake their leaves to the curb, but not place them in the streets, gutters or on sidewalks.

Residents are also asked to not park vehicles near the piles of leaves to make it easier for crews to pick them up. **If vehicles are parked on or too close to the pile those leaves will be left and picked up on the second round as long as the vehicle is moved.**



**REMINDER:** You can also bring your leaves to the Recycle Center at 400 Recycle Dr., if you miss the curbside pickup. Below are the hours for the Recycle Center.

Monday – Closed  
Tuesday – 10:00 am – 6:00 pm  
Wednesday - 10:00 am – 6:00 pm  
Thursday - 10:00 am – 6:00 pm  
Friday – 8:00 am – 4:00 pm  
Saturday – 8:00 am – 4:00 pm





September 30, 2020

Honorable Mayor and City Council  
City of Washington  
Washington, MO 63090

**RE: GPS Survey Equipment Purchase Authorization**

Dear Mayor and City Council Members:

The Engineering Department has been utilizing GPS survey equipment since 2008 and the technology has recently surpassed the age of our equipment. We are unable to purchase replacement parts for our system which is no longer working as of this past summer.

Due to the specialized nature of this product few suppliers are able to provide the service and equipment we are interested in acquiring. We reached out to three companies, Seiler Instrument & Mfg Co., Inc., Positioning Solutions Co. and KARA Company, Inc. and only one company provided a bid for supplying GPS survey equipment that utilizes MoDOT's Virtual Reference Station network. Seiler Instrument provided a bid of \$29,785.08 which is \$5,214.92 below the 2021 budget amount of \$35,000.00. We recommend purchasing the Trimble VRS system. Thank you for your consideration regarding this matter.

Respectfully submitted,

*Andrea F. Lueken*

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

3C-01



# Sales Quotation

Quote Number





00059659

Contact Name Andrea Lueken  
 Email alueken@washmo.gov  
 Phone (636) 390-1013

Date Issued 9/28/2020  
 Expiration Date 10/28/2020

**Ship To:**  
 Ship To Name City of Washington, MO  
 Ship To

**Bill To:**  
 Bill To Name City of Washington, MO  
 Bill To 405 Jefferson St.  
 Washington, Missouri 63090  
 United States

Quantity	Part Number	Description	Sale Price	Subtotal
1.00	R12-CFG-001-40	Trimble R12 Configuration Level - R12 Base and Rover Mode	\$20,500.00	\$20,500.00
	R12-101-60-01			
1.00		Trimble R12, Model 60, ROW HW & FW	\$6,500.00	\$6,500.00
1.00	101071-00-01	Trimble Geospatial Accessory - Power Supply and Power Cord for Dual Battery Charger (North America)	\$95.00	\$95.00
1.00	TA-GENSURV-P	Trimble Access - General Survey; Perpetual License	\$2,500.00	\$2,500.00
	TSC7-1-1111-00			
1.00		Trimble TSC7 controller - QWERTY keypad, USB/Serial boot, Worldwide region, Standalone INCLUDES: Power supply with cable, Screen protector, Hand strap, 1 set of two batteries, Stylus with tether, Quick start guide	\$4,800.00	\$4,800.00
	121349-01-1			
1.00		Trimble TSC7 Accessory - Pole Mount	\$221.00	\$221.00
	121354-01-1			
1.00		Trimble Accessory - Carry Case Shoulder Bag	\$79.00	\$79.00

3C-a





# Sales Quotation

Quote Number

00059659

121358-01-1

1.00		Trimble Accessory - External Battery Charger w/ Int. Cord, Battery 2-pack	\$445.00	\$445.00
1.00		Rod - 2.5m Carbon Fiber Telescopic Range Pole with Bipod	\$629.00	\$629.00
1.00	SQ3-TNL-DISC	SEILER Q3 2020 DISCOUNT SEILER Q3 SPECIAL 2020 DISCOUNT	(\$5,983.92)	(\$5,983.92)

**This is not an invoice:** Applicable sales tax, customs duties, and/or shipping charges will apply.

Total Price

\$29,785.08

This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply or Seiler personnel availability during the COVID19 Stay Home, Stay Safe orders, depending on location. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

**Please Contact Us:**

Name Pat Stack  
 Address 3433 Tree Court Industrial Blvd.  
 St. Louis  
 Missouri, 63122  
 United States  
 Phone (314) 218-6353  
 Mobile (314) 614-5883  
 Email [pstack@seilerinst.com](mailto:pstack@seilerinst.com)  
 Fax (314) 218-6153

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Terms: Net 30 Days**

Net 30 upon approved credit. Major credit cards accepted and financing options available.

"This sale, service, or rental is exclusively subject to and governed by the Terms and Conditions of Sale referred to in the related quotation and at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated by reference."

3C-a



**To:** Honorable Mayor and City Council

**From:** Kevin Quaethem, Public Works Superintendent

**Subject:** Contract to bore under Highway 100

The Water Department has been given the task of extending water to Meadow Lake Farms subdivision. This requires a bore under Highway 100 at Pottery road.

We went out for bids and received three bids.

S&R Underground --- \$ 53,000.00 with the City digging the bore holes

AiroNet --- \$ 56,375.00 with the City digging the bore hole, and welding the pipe.

Gaebe Contracting Inc. --- \$ 60,000.00 with the City digging the bore holes

This is not budgeted so a budget amendment will be needed.

Thank You,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem".

Kevin Quaethem

Public Works Superintendent

S&R Underground, LLC

103 Metrocom Drive  
MO 63069

# Estimate

Date	Estimate #
9/15/2020	20-0100

Name / Address
City of Washington 405 Jefferson St Washington, MO 63090

			Project
			Hwy 100 Bore
Description	Qty	Rate	Total
Bore 80' of 20" steel casing. Includes casing material **This bid assumes the City of Washington will dig the 2 bore pits**		53,000.00	53,000.00
Please sign estimate to accept _____		<b>Total</b>	\$53,000.00

3D-a

902 East 6<sup>th</sup> Street  
Washington, MO 63090

aironet.co

# AIRONET

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Prepared for:

Kevin Quaethem  
City of Washington  
405 Jefferson Street  
Washington, MO 63090

Prepared by:

AiroNet  
902 East 6<sup>th</sup> Street  
Washington, MO 63090

## 100' Pipe Installation under highway 100

AiroNet, in partnership with MGM Interconnect, is pleased to submit our proposal to the City of Washington in response to their request for a pipe to be drilled under highway 100 at clay and pottery.

Proposal:

AiroNet & MGM Interconnect will use the provided landing platform on one side of the highway and drill to a provided receiving hole. 6" hole will be drilled, 12" hole will be reamed back, push back through and an 18" hole will be reamed, push back through and a 22"-24" hole will be reamed and the pipe will be welded to the drill receiver and pulled through while the city welds the pipe as we pull through. Project will be completed when pipe is completely through the road at a depth below the road of no less than 42". Greg Johnston will work in conjunction with Kevin Quathem on the project until completion.

Fixed Project Price: \$47,400

*Hyd Drilling Supplying casing \$ 8975.75*  
*Total = \$ 56,375.80*

## Overview

AiroNet, NOC Technology, and MGM Interconnect are all owned and operated by the same individual, and each were established to fill a direct need and market in Franklin County and surrounding areas. AiroNet is a wide area Internet Service Provider that is managed by a team of network engineers. NOC Technology is a Managed Service Provider that is also contracted by AiroNet to provide Tier 1 and 2 level support and customer service to the AiroNet clients. MGM Interconnect is a utility company that is contracted by AiroNet to install innerduct in Franklin County, already installing more than 3 miles of fiber to remote areas of Franklin County.

### AiroNet

AiroNet is a local Internet Service Provider that strives to improve our client's internet experience. We provide Top Tier fiber-backed service over the air directly to your home or business. We don't set limits on how much data you can use...really! Some providers limit your data usage and charge you overages or slow down your connection when you go over a limit – we don't. Because of how we deliver the internet, we can reach where others can't, and we are always working to expand our coverage area.

AiroNet offers high speed residential internet service to rural areas around Washington, MO. Our residential internet service can go where others can't, so you can enjoy superfast, high speed connections for downloading music, browsing the internet, or streaming movies, television, and sports in your home. With our ever-growing fiber path, we are bringing blazing fast internet to places that have been neglected in the past.

### NOC Technology

NOC Technology was established in 2009 to fill a growing need in the Informational Technology field in Franklin County. NOC Technology started as WASH PC and has evolved into a prominent leader in IT over the past ten years. Having just completed a rebranding of the WASH PC commercial side, NOC Technology has emerged as a robust, well-versed, and forward-thinking Managed Service Provider. Utilizing state of the art systems, NOC Technology keeps clients informed of all incidents and their resolutions, as well as provides project management solutions. NOC Technology hires experts in its field and has years of experience maintaining, upgrading, and managing all areas of IT.

AiroNet contracted NOC Technology to provide first and second tier support for the connected internet clients. NOC's helpdesk staff ensures the highest level of customer service to AiroNet's clientele as well as maintaining an ever-vigilant eye on the network and systems.

### MGM Interconnect

MGM Interconnect is a relatively new endeavor that is already making waves in Franklin County. With its exceptional crew of individuals, MGM Interconnect has been able to bring fiber internet to areas of Franklin County that has not been able be serviceable in years past. AiroNet has contracted MGM Interconnect to install the innerduct and fiber to support the AiroNet connections to rural Franklin County.

## Local Knowledge

AiroNet, NOC Technology, and MGM Interconnect have deep roots in Washington. Our employees truly have a community-minded spirit and are encouraged to support and participate in local activities. Many have chosen to live and raise their families here or in the nearby area, several even being born and raised here themselves. A few of the activities we have been involved in include several school IT and A/V Projects, continued involvement with the Washington Town and Country Fair, involvement with school and church groups, as well as support of local nonprofits with our time, talent, or treasure. NOC Technology and AiroNet have direct involvement with the City of Washington. Both AiroNet and NOC Technology, and its employees, are whole-heartedly dedicated to the continued success of the City of Washington.

X \_\_\_\_\_

Acceptance



From: Kevin [redacted]  
Subject: 100 [redacted]  
Date: Sep 16, 2020 at 7:02:41 AM  
To: kquaethem@washmo.gov

Flynn Drilling

\$8,975.75

90' of 20" sch 40 plain and beveled casing delivered

Please let me know you got this and what you want to do. 7-10 day delivery

Kevin Quaethem

# Construction Bid Form

# Gaebe Contracting inc.

## Owner Information

## Contractor Information

Name Scott Gaebe  
Address 108 Metrocom dr  
City, State ZIP Pacific Mo, 63069  
Phone 573-659-1165  
Email scott@gaebecontracting.com  
  
Project name Water bore across hwy 100 at Clay st

Company Gaebe Contracting inc.  
Name Gaebe Contracting inc.  
Address 108 Metrocom dr  
City, State ZIP Pacific Mo, 63069  
Phone (573) 659-1165  
Email scott@gaebecontracting.com  
  
Completion date approx 7days to complete start july 15

## Scope of Work

Scope of work consists of rock boring across hwy 100 at Clay st and pull 14" steel casing. Mud removal done by Gaebe. Gaebe to provide Steel casing and welding. Pits to be dug by Washington water dept.

## Not Included

cost of permits, Pits to be dug by Washington water dept

## Company Proposal

We propose to do said work in the amount of \$60,000 . Boring foreman will determine witch side of the road machine will set up on. At this time we have a July 15 start date. If possible we will start sooner.

Scott Gaebe  
Submitted by (Company Representative)

6/3/2020  
Date

## Owner Acceptance

Owner acceptance goes here. Type in the Owner's name in a confirmation statement that includes the completion date and total amount stated in the company proposal.

Sample text: I, Owner Name, do accept the above scope of work, proposed to be completed by Completion Date for the amount of Total Amount.

3D'a

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Submitted by (home owner or authorized representative)

Date



**To:** Honorable Mayor and City Council

**From:** Kevin Quaethem, Public Works Superintendent

**Subject:** Walnut Street Impeller Upgrade

Walnut Street Lift Station is in need of repair. The Impellers and Wear rings have finally wore out after being in operation for 10 years. These upgrades need to be performed to bring the pumps back to 100%. Vandevanter Engineering is the sole source supplier of these parts. I am asking for your approval to proceed with this purchase.

Thank You,

*Kevin Quaethem*

Kevin Quaethem

Public Works Superintendent



September 22, 2020  
**PROPOSAL OP-515930**

**TO:** City of Washington  
**PROJECT:** Walnut Street Impeller Upgrade  
**ATTN:** Kevin Quaethem

We are pleased to provide the following proposal to upgrade the Three (3) - FLYGT 3202, 60 HP, dry pit submersible pump impellers and wear plates. After review of these units last week it was determined the impellers and wear plates both showed significant wear and needed to be replaced. At this time it is recommended we upgrade to the Hard Iron option due to the grit and sand we are seeing at this location. Should you have any questions or concerns, please contact Joe Beffa.

**Hard Iron upgrade kits and installation labor**

- (3) High Chrome/Iron 462 HT Impeller Kits with Wear Plates
- (3) Impeller Sleeves, Bolts, and washers assemblies
- (1) Lot of labor and mileage for Vandevanter Field technicians to remove and install the new parts on the existing equipment

**TOTAL PRICE FOR ALL LISTED ABOVE..... \$29,289.00**

**F.O.B. – Factory      Freight is not included.      Installation is included.**

**\*Anything not specifically listed to be assumed by other.**

**Note : The above pricing assumes two City employees will assist on site with the onsite work. It will be required they are on-site and available the entire time this work is being completed.**

DECATUR

ST. LOUIS

1510 E. McBRIDE AVENUE  
SUITE C  
DECATUR, IL 62526  
217-428-5686 MAIN  
217-428-5694 FAX

1617 MANUFACTURERS DR.  
ST. LOUIS, MO 63026

800-779-8880 TOLL FREE  
636-343-8880 MAIN  
636-343-1720 FAX  
636-343-9066 NIGHTS

3D-b



# VANDEVANTER ENGINEERING

A COGENT COMPANY

cogentcompanies.com

**TERMS:** Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. **NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED.** Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

## DECATUR

1510 E. McBRIDE AVENUE  
SUITE C  
DECATUR, IL 62526  
217-428-5686 MAIN  
217-428-5694 FAX

## ST. LOUIS

1617 MANUFACTURERS DR.  
ST. LOUIS, MO 63026

800-779-8880 TOLL FREE  
636-343-8880 MAIN  
636-343-1720 FAX  
636-343-9066 NIGHTS

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# VANDEVANTER ENGINEERING

A COGENT COMPANY

cogentcompanies.com

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact us at (636) 343-8880. If the proposal meets with your approval, please sign, date, and mail or fax a copy back to our office, and we will order your equipment.

Thank you for the opportunity to work with you on this project. If we can be of any further assistance, please let us know.

Sincerely,

**VANDEVANTER ENGINEERING CO.**

Joe Beffa

ACCEPTED THIS DATE \_\_\_\_\_ BY \_\_\_\_\_

COMPANY \_\_\_\_\_ TITLE \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

DECATUR

ST. LOUIS

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30-b



**To:** Honorable Mayor and City Council

**From:** Kevin Quaethem, Public Works Superintendent

**Subject:** Amending the 2021 Water and Wastewater Budgets

The Water Department needs to amend the Water Fund (400-35-541110 Various Water System Improvements) in the 2021 budget by \$140,000.00. This is needed for the water line bore under highway 100, and the water line extension into Meadow Lake Subdivision.

The Wastewater Department needs to amend the Sewer Fund (410-36-541120 Sanitary Sewer System Improvements) in the 2021 budget by \$120,000.00. This is needed for the purchase of Impellers and Weir rings for Walnut Street Lift Station and the total replacement of M.E.Frick Lift Station.

Thank You,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem".

Kevin Quaethem

Public Works Superintendent