

**COUNCIL WORKSHOP MEETING
MONDAY, DECEMBER 7, 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 November 2, 2020 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

A. Health Benefits Presentation – Schroepfer Insurance

Discuss-send to Council

B. Growth Presentation – Sal Maniaci

3. REPORT OF DEPARTMENT HEADS:

A. Administration Department –

a. Austin Peters Group, Inc. - Market Study Update for Compensation

Discuss-send to Council

B. Communications Department –

a. Cummins Inc. – Maintenance for City Generators

Discuss-send to Council

C. Engineering Department –

a. 2020 - Recycling Center - Farm Lease

Discuss-send to Council

b. Washington Regional Airport – CARES Act – AWOS Purchase

Discuss-send to Council

c. Landfill Parking License Agreement

D. Finance Department –

a. NOC, LLC – IT Consulting Services

Discuss-send to Council

E. Police Department –

a. Equipment Outfit & Upgrade for 2021 Vehicles

Discuss-send to Council

F. Street Department –

a. Purchase of a Kubota RTV-X1100CWL-H

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:

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
NOVEMBER 2, 2020**

The Council Workshop Meeting held on Monday, November 2, 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.

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

Also Present:	City Administrator	Darren Lamb
	City Clerk	Mary Trentmann
	Economic Development Director	Sal Maniaci
	Chief of Police	Ed Menefee
	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 October 5, 2020 Workshop meeting as presented made by Holtmeier, seconded by Sullentrup passed without dissent.

Report of Department Heads

**A. Finance Department -
a. Budget Amendments**

*To: Mayor and City Council
From: Mary Sprung
Date: November 2, 2020
Re: Budget Amendments*

*Included on the City Council agenda tonight are 2 budget amendments.
The first amendment is for the 2020 budget. The reasons for this amendment is to adjust use tax, franchise, grant, and miscellaneous revenues to actual. In addition, expenditures are being adjusted related to COVID (pool*

November 2, 2020

not operating, airport closed, etc.) and outsourcing of refuse/recycling collection. Also, to appropriate or adjust for the timing of capital projects and debt service commitments and other expenses.

The second budget amendment is for the 2021 budget. Reasons for this amendment is to appropriate or adjust allocations to correctly reflect operations which include new grants, capital projects/items carried over from prior year & debt service payments.

Finance Director Mary Sprung discussed the 2020 and 2021 budget amendments and the reasoning. After discussion a motion to forward to Council made by Sullentrup, seconded by Holtmeier passed without dissent.

B. Engineering Department –

a. Semi-Annual Groundwater Monitoring Contract

October 20, 2020

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

RE: Semi-Annual Groundwater Monitoring Contract for the Washington Sanitary Landfill November 2020 and May 2021

Dear Mayor and City Council Members:

Find enclosed for your consideration an ordinance that will allow the City to enter into a contract with SCS Engineers for Groundwater Monitoring Services. The contract will provide these services for November 2020 and May 2021.

The proposal is a time and material fee, with a maximum of \$22,500.00. This amount is the same amount of their contract the previous two years and approval is recommended.

Respectfully submitted,

Andrea F. Lueken, P.E.

Assistant City Engineer

City Administrator Darren Lamb discussed the contract and that it will go out for RFP next year. After further discussion a motion to forward to Council made by Patke, seconded by Sullentrup passed without dissent.

C. Parks & Recreation/Facility Maintenance Department –

a. Final Pay Request – Hotshot Asphalt-Parking Lot Paving

November 2, 2020

Honorable Mayor and City Council

City of Washington

405 Jefferson St.

Washington, MO 63090

RE: Final Payment Request – Hotshot Asphalt LLC

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the paving of the parking lots at the Gazebo (Lion's Lake), Main Park (High St. Lot) and the Amphitheater Pathways (Fairgrounds). The project is completed per the specifications and bid documents, and as such, I am asking that you consider granting Hotshot Asphalt LLC request for final payment in the amount of \$42,650.00.

As always, if you have any questions, concerns or need additional information, please advise.

Respectfully submitted, Wayne Dunker, CPRP

Director of Parks & Recreation

Parks Director Wayne Dunker discussed the request for final payment. After discussion a motion to forward to Council made by Patke, seconded by Sullentrup passed without dissent.

D. Water/Wastewater Department –

a. Purchase of a 2021 Chevrolet Truck

To: Honorable Mayor and City Council

November 2, 2020

From: Kevin Quaethem, Public Works Superintendent
Subject: Purchase of 2021 Chevrolet 2500HD Reg Cab 4WD

The Water Department has received bids for the purchase of a 2021 Chevrolet 2500HD Reg Cab with accessories. Please see the following bids that were received.

These companies were:

Don Brown Chevrolet	\$48,618.00
Modern Auto	\$49,123.00
Jim Butler	\$50,067.00

Board of Public Works has reviewed all bids and has approved and is asking for your approval to proceed with Don Brown as the low bid.

Respectfully,

Kevin Quaethem

Water/Wastewater Superintendent

Water & Wastewater Superintendent Kevin Quaethem discussed the request. After discussion that included purchasing local, a motion to forward to Council made by Holtmeier, seconded by Obermark passed on a 7-1 vote with Hidritch voting nay.

E. Fire Department

a. Letter from Washington Community Fire Protection District

October 23, 2020

Honorable Mayor, City Council & Administration

405 Jefferson Street

Washington, MO 63090

Dear Mayor Lucy, Administrator Lamb and Councilmembers:

In 2016, citizens outside of the city limits of Washington in what was then the Washington Rural Fire Association area, voted to create a fire protection district. At the same time, our City Administration discussed ways of offsetting costs associated with fire protection in the area served outside the city limits. A contract was drafted and agreed to by the City and the newly formed WCFPD. That contract auto-renewed this past year.

The initial contract, which was based only on estimated expenses, laid out a five-year rate plan for payment to the City from the WCFPD tax revenue. A plan for a scaled increase to allow the District to amass capital for major projects was agreed upon. The first year the City was paid 10% of tax revenue, the second year 20%, and so on, until the fifth year when the payment will be 50% of tax revenue. The percentage after year 5 is negotiable, based on legal review.

The WCFPD has conducted a review of actual costs based on four years of actual data, and a fifth year of projected expenses (see attached spread sheet). As the WCFPD contribution increases, the overall fire department operation and maintenance budget increases.

The WCFPD Board would like to propose a five-year agreement, to coincide with existing contract, which can be re-negotiated as needs change, in which the WCFPD would pay the City of Washington 20% of their received tax revenue starting with 2021. This would continue to assist in offsetting fire department expenses as related to serving the WCFPD. In return, the WCFPD pledges to assist the City with capital expenditures required to expedite the construction and opening of a new fire station located in the southeast area of the City, which will significantly benefit WCFPD residents to the east. This proposed station will require a new truck in the City and the WCFPD is willing to help fund the acquisition of this fire apparatus.

It is the goal of the WCFPD to work with the City of Washington to provide the best fire protection possible in the most cost effective manner. The great working relationship that has been established between entities is highly valued, and we will strive to maintain this relationship as we move into the future.

Sincerely,

WASHINGTON COMMUNITY FIRE PROTECTION DISTRICT

Donald C. Wildt

Chairman/President

November 2, 2020

WASHINGTON COMMUNITY PFD FUNDING PLAN

<i>Tax Year</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2018</i>	<i>2020</i>	<i>TOTALS</i>
EXPENSES					<i>(estimated)</i>	
<i>Expenses specifically coded to the District: Vehicle and Equipment maintenance and parts</i>	\$7,190.95	\$6,977.15	\$7,994.35	\$9,445.76	\$8,500.00	\$40,108.21
<i>Dispatching Services (33%)</i>	\$48,208.26	\$54,140.72	\$57,931.02	\$47,593.61	\$50,000.00	\$257,873.61
<i>Administrative Services</i>	\$10,950.00	\$10,950.00	\$11,059.00	\$11,165.00	\$16,931.00	\$58,055.00
<i>Vehicle Fleet Insurance (33%)</i>	\$3,945.00	\$3,945.00	\$3,945.00	\$3,945.00	\$4,000.00	\$19,780.00
<i>Worker's Comp Insurance (33%)</i>	\$600.00	\$600.00	\$600.00	\$600.00	\$650.00	\$3,050.00
<i>Live and AD&D Insurance (33%)</i>	\$3,407.80	\$3,295.60	\$3,577.78	\$3,871.11	\$4,000.00	\$18,152.29
<i>Total Expenses</i>	\$74,302.01	\$79,908.47	\$85,107.15	\$76,620.48	\$81,081.00	\$397,019.00
REVENUE:						
<i>Contract Payments to City</i>	\$35,965.72	\$87,702.52	\$136,484.66	\$195,000.00	\$227,777.00	\$682,929.90
	<i>10%</i>	<i>20%</i>	<i>30%</i>	<i>40%</i>	<i>50%</i>	
<i>Net to City</i>	-\$38,336.29	\$7,794.05	\$51,377.51	\$118,379.52	\$146,696.00	\$285,910.79
		<u><i>Expenses</i></u>	<u><i>Revenue</i></u>	<u><i>Net Amount</i></u>		
<i>First 5 Years</i>		\$397,019.11	\$682,929.90	\$285,910.79		
		<i>(÷5)</i>	<i>(÷5)</i>	<i>(÷5)</i>		
<i>Per Year</i>		\$79,403.82	\$136,585.98	\$57,182.16		
		<u><i>Proposed Contract Payment @ 20%</i></u>				
		\$513,880 ext. revenue from FC X .20	\$102,776			
		Less est. annual costs to City of Wash.	<u>\$85,000</u>			
		Annual surplus to City of Washington	\$17,776			

Fire Chief Tim Frankenberg stated that this letter was just an FYI at this time. Discussion with the WCFPD is continuing and staff will come back with a recommendation in the future.

F. Emergency Management

Emergency Management Director Mark Skornia briefed the Council regarding a Homeless Warming Center for when the temperature dips below 32 degrees or below 40 degrees with precipitation. In years past Mercy Hospital has been the Warming Center but due to COVID-19 the hospital will not be able to accommodate overnight stays through the winter. He and Chief Menefee have been meeting with church groups, the Franklin County Homeless Task Force, the Franklin County Community Resource Board, and the Franklin County Emergency Management to come up with a solution. One possibility would be to block out hotels and motels to secure rooms for the homeless on cold nights. Franklin County Community Resource Board who will collect funds and disburse funds to the hotel or motel for those nights of stay is working on funding. Staff is asking that the City contribute \$500. Administration will look at the budget and see if

there is some money. A request submitted to the County for funding through the CARES Act was denied.

Mark Skornia gave an update on requests submitted to the County for reimbursement through the CARES Act. Discussion on a recent MML magazine had an article saying that less than 20% of the money has gone to cities and Franklin County has strict guideline for reimbursement. The County has denied several requests from the City and there is no appeal process.

Mark Skornia discussed the Christmas parade and the possibility of it not happening due to high COVID numbers.

G. Street

Street Superintendent Tony Bonastia reminded Council that first round of leaf pickup begins on November 7 working from the east to the west and the second round to begin November 30. He will be bringing a proposal for a frontend loader to the November 16 Council meeting.

Short discussion on in-house mechanic verses sending out for repairs.

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 6:48 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 regular session reconvened at 6:59 p.m.

Adjournment

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



December 2, 2020

Honorable Mayor & City Council
City of Washington
Washington, Missouri 63090

RE: Employee Insurance

Dear Mayor & Council Members:

Staff held a meeting on November 20, 2020 with Scott and Luke Schroepfer of Schroepfer Insurance and they presented their recommendations on employee insurance renewals. Schroepfer has consistently provided the City with efficient, professional and valuable assistance in being able to offer our employees healthcare coverage at an affordable price.

It is the recommendation of staff to accept Schroepfer's suggestion to keep the medical insurance with Anthem and to move to Equitable for dental, vision and basic and voluntary life insurance, and to stay with Infinisource (iSolved Benefits) for the flexible spending account.

With your approval, staff will proceed with the recommendation.

Respectfully submitted,

A handwritten signature in blue ink that reads "Shauna Pfitzinger".

Shauna Pfitzinger
Human Resources Generalist



December 1, 2020

Honorable Mayor and City Council
City of Washington, MO

Re: Market Study Update for Job Descriptions

Dear Mayor and City Council,

In preparation for the 2020/21 budget, staff included funds for a market study update for the existing job descriptions within the City of Washington. In 2017, the City contracted with Austin Peters Group, Inc. to conduct a comprehensive review of our existing job descriptions and a market study to determine competitive compensation. Over 2017 and 2018, the City incorporated the recommended changes.

In October, staff published a request for qualifications for firms to submit a market study update. The City received one submission from Austin Peters Group, Inc. After reviewing the attached agreement, staff is recommending to enter into an agreement with Austin Peters Group, Inc. to conduct a market study update in the base amount of \$7,500 plus \$150 per job description reviewed (up to five descriptions). We anticipate at least two job descriptions for review. Staff budgeted \$20,000 for a market study update.

As you are aware, staff compensation comprises of a significant portion of our annual expenditures. Our goal is to provide a competitive wage in order to retain and attract a workforce to continue to serve our community in an efficient and professional manner.

Should you have any questions, please feel free to contact me.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A PROPOSAL FROM AUSTIN PETERS GROUP, INC. TO PROVIDE A MARKET STUDY UPDATE FOR COMPENSATION

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept on behalf of the City of Washington, a proposal from Austin Peters Group, Inc., to provide compensation consulting services in accordance with the proposal marked Exhibit A and attached hereto and incorporated herein by reference, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

THE
AUSTIN PETERS
GROUP, INC.

OVERLAND PARK, KS OFFICE: P.O. Box 27196, Overland Park, KS 66225 Phone: (913) 851-7530
FORT COLLINS, CO OFFICE: 4809 Prairie Vista Drive, Fort Collins, CO 80526 Phone: (970) 266-8724
Fax: (913) 851-7529
www.austinpeters.com

LETTER OF UNDERSTANDING
Job Market Survey Update

November 30, 2020

This letter shall serve as a letter of understanding between the Washington ("Washington"), Missouri and The Austin Peters Group, Inc. of Overland Park, Kansas ("The Austin Peters Group, Inc."), governing the provision of professional human resource consulting for Washington.

The Austin Peters Group, Inc. shall provide consulting services for a market study update as outlined in the Request for Qualifications November 13, 2020. The timeframe for the project will be January 18, 2021 – May 10, 2021. Both parties must agree to any changes in this agreement. This agreement's obligations and benefits shall apply to any successor companies.

Washington agrees to compensate The Austin Peters Group, Inc. under the terms and conditions as provided herein. Payment for services is estimated to be \$7,500 for the market survey update and \$150 per job description reviewed (up to five job descriptions) \$750 for a total of \$8,250.

A deposit of 25% (twenty five percent) shall be required prior to the commencement of project. Three additional payments will be made by Washington as invoiced by The Austin Peters Group, Inc. Payment is due upon Washington receiving such invoice from The Austin Peters Group.

Market Survey Update

In 2017, the Austin Peters Group, Inc. provided a comprehensive compensation and classification study along with job description updates. The City of Washington has asked to have new data regarding market changes for wages and benefits.

- The Austin Peters Group, Inc. would propose using the same benchmark positions as the previous study (with some adjustments for added and deleted job descriptions) and the same peer respondents with some minor adjustments. Additional adjustments would include a review of positions that have had turnover and a review of private sector respondents.

City of Washington Proposal, 1

THE
AUSTIN PETERS
GROUP, INC.

3a-a

- Positions will be evaluated in comparison to local economic market conditions for entry-level, professional, and management personnel. In order to accomplish the external market review of positions, ten or more comparable organizations (*e.g.* similar counties and cities) and a minimum of five major private and/or public sector market competitors will be surveyed as determined in agreement with the City.
- Respondents will receive a summary of the position being surveyed, and will be asked to score how closely the respondent's position matches the benchmark position in the survey. This assists the consultant with determination of content and duty comparisons. After surveys are received, the consultant often communicates with the respondents to confirm information and responses or review job descriptions. External data sources may be used in lieu of a full survey.
- The same positions from the 2017 study will be surveyed and used as benchmark positions for extrapolating data to groupings (or classes) of positions. Every effort will be made to have a minimum of eight responses for each position surveyed. Additional organization information will be collected in the market survey to include: insurance plans and descriptions, employer contributions for single, family, vacation and leave policies.
- The final report will provide a table summary of the average of respondents for the market results and City of Washington. Benefits data will be collected from each respondent, and that information will also be calculated into comparative data for health insurance and pension benefits, and other descriptive information will be summarized. The report will outline where the City currently stands in the market, and what steps would be necessary to lead, meet, or lag the market. APG will also ask market participants for information on recent pay increases and future planned increases.
- Job description review and update will be allowed for up to five positions. The Austin Peters Group's objective is to review, modify and/or create job descriptions with the goal of bringing the City's job descriptions in line with the employment market and best practice guidelines. Up to five positions will be included for updates and will be evaluated after review of job analysis audit. The format will include a standardized format that is ADA and FLSA compliant and fits with current City of Washington job descriptions. The development of job descriptions will focus on responsibilities and duties, qualifications, working conditions, physical requirements, and other relevant information such as certifications and whether the position is in a supervisory role. The requirements for performing the position under a minimum and preferred standard will be outlined by education and experience depending on the role, along with additional requirements to be in compliance with equal employment opportunity and American with Disabilities Act (Amended). The person in the position (or the supervisor) will fill out a job analysis questionnaire that guides the consultant in developing the job description.
- The schedule for the project will be 14 weeks.

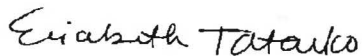
With regard to the services to be performed by The Austin Peters Group, Inc. pursuant to the terms of the agreement, The Austin Peters Group, Inc. shall not be liable to Washington, or to anyone who may claim any right due to his relationship with Washington, for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc. or on the part of the agents or employees of The Austin Peters Group, Inc., except when said acts or omissions of The Austin Peters Group, Inc. are due to their willful misconduct.

Washington agrees that the liability of The Austin Peters Group, Inc., its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to The Austin Peters Group, Inc. for the particular documents, calculations or other associated services that gave rise to the claim being asserted by Washington. In no event shall The Austin Peters Group, Inc., its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING...") for my files. Returning via email is preferred, it can be sent to etatarco@austinpeters.com. If fax is necessary, please send to 913.851.7529.

Sincerely,



Elizabeth Tatarko
Vice President

Accepted by: Washington, Missouri

By: _____

Title: _____ Date _____



December 2, 2020

Mayor Sandy Lucy
City Council Members
405 Jefferson St
Washington MO 63090

Dear Mayor and City Council Members,

Attached you will find an Ordinance to enter into a Maintenance Agreement with Cummins, Inc., for the continued routine maintenance of our City generators. This agreement is in effect for three years, beginning in 2020. The cost for this three-year warranty services is \$37,659.00. The yearly amounts will become part of each effected departments annual department budget.

I will be available at the meeting on December 7, 2020, to answer any questions.

Sincerely,

Lisa Moffitt,
Director of Communications

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A SERVICE AGREEMENT BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
CUMMINS INC.

BE IT ORDAINED by the Council of the City of Washington, Missouri, as

Follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Service Agreement by and between the City of Washington, Missouri and Cummins Inc., a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



EXHIBIT A

9/9/2020

CITY OF WASHINGTON
301 Jefferson St.
WASHINGTON, MO 63090
RE: Planned Maintenance Proposal

Dear Lisa Moffitt,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Erin Zehr

Erin Zehr
Planned Maintenance Sales
Office: (636) 660-7706
Cell: (314) 695-3670
Email: erin.zehr@cummins.com

3B-a



Cummins Inc.
 2247 Cassens Drive
 Fenton, MO 63026
 Phone: (636) 660-7697
 Fax: 1-888-230-6699

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF WASHINGTON 301 Jefferson St. WASHINGTON, MO 63090 Customer #: 147867 Payment Type: Pay As You Go	Name: Lisa Moffitt Phone: 636-231-4048 Cell: alt: 636-390-1050 Fax: 636-239-7694 E-mail: lmoiffitt@washmo.gov	Quote Date: 9/9/2020 Quote Expires: 11/8/2020 Quote ID: QT-371 Quoted By: Erin Zehr Quote Term: 3 Year

Site Name: CITY HALL
 (405 JEFFERSON ST WASHINGTON MO 63090)

Unit Name:	City Hall	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Cummins	1	June	Inspection	1	\$195.66	\$195.66
Model:	20GGDB	1	December	Full Service	1	\$293.79	\$293.79
S/N:	B050745362	Year 1 Total: \$489.45					
Size:	20kW	2	June	Inspection	1	\$200.28	\$200.28
ATS Qty:	1	2	December	Full Service	1	\$302.26	\$302.26
Notes:		Year 2 Total: \$502.54					
		3	June	Inspection	1	\$205.05	\$205.05
		3	December	Full Service	1	\$311.04	\$311.04
		Year 3 Total: \$516.09					

Site Name: CRESTVIEW WATER TOWER
 (CRESTVIEW DR WASHINGTON MO 63090)

Unit Name:	PW Crestview Tower	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Cummins	1	June	Inspection	1	\$195.66	\$195.66
Model:	C20D6	1	December	Full Service	1	\$349.13	\$349.13
S/N:	C190530968	Year 1 Total: \$544.79					
Size:	20kW	2	June	Inspection	1	\$200.28	\$200.28
ATS Qty:	1	2	December	Full Service	1	\$359.74	\$359.74
Notes:		Year 2 Total: \$560.02					
		3	June	Inspection	1	\$205.05	\$205.05
		3	December	Full Service	1	\$370.75	\$370.75
		Year 3 Total: \$575.80					

Site Name: Fire Department Headquarters
 (200 E 14TH E WASHINGTON MO 63090)

Unit Name:	Fire Dept HQ	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Cummins	1	June	Inspection	1	\$239.36	\$239.36
Model:	60ENA	1	December	Full Service	1	\$367.97	\$367.97
S/N:	B930499695	Year 1 Total: \$607.33					
Size:	60kW	2	June	Inspection	1	\$245.30	\$245.30
ATS Qty:	1	2	December	Full Service	1	\$379.31	\$379.31
Notes:							

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					Year 2 Total:\$624.61	
3	June	Inspection	1	\$251.41	\$251.41	
3	December	Full Service	1	\$391.06	\$391.06	
					Year 3 Total:\$642.47	

Site Name:Fire Dept Training Center

(6351 Maurice Unnerstall Dr Washington MO 63090)

Unit Name: FD Training Center
 Make: Cummins
 Model: 70GGHF
 S/N: J120406967
 Size: 70kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$239.36	\$239.36
1	December	Full Service	1	\$367.97	\$367.97
					Year 1 Total:\$607.33
2	June	Inspection	1	\$245.30	\$245.30
2	December	Full Service	1	\$379.31	\$379.31
					Year 2 Total:\$624.61
3	June	Inspection	1	\$251.41	\$251.41
3	December	Full Service	1	\$391.06	\$391.06
					Year 3 Total:\$642.47

Site Name:Fire Station #3

(1651 5th St W WASHINGTON MO 63090)

Unit Name: Fire Station #3
 Make: Cummins
 Model: 35GGFB
 S/N: I980794389
 Size: 35kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$195.66	\$195.66
1	December	Full Service	1	\$341.31	\$341.31
					Year 1 Total:\$536.97
2	June	Inspection	1	\$200.28	\$200.28
2	December	Full Service	1	\$351.93	\$351.93
					Year 2 Total:\$552.21
3	June	Inspection	1	\$205.05	\$205.05
3	December	Full Service	1	\$362.95	\$362.95
					Year 3 Total:\$568.00

Site Name:Fire Station #4

(1201 8th St E WASHINGTON MO 63090)

Unit Name: Fire Station #4
 Make: Cummins
 Model: 35GGFB
 S/N: I980794388
 Size: 35kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$195.66	\$195.66
1	December	Full Service	1	\$341.31	\$341.31
					Year 1 Total:\$536.97
2	June	Inspection	1	\$200.28	\$200.28
2	December	Full Service	1	\$351.93	\$351.93
					Year 2 Total:\$552.21
3	June	Inspection	1	\$205.05	\$205.05
3	December	Full Service	1	\$362.95	\$362.95
					Year 3 Total:\$568.00

Site Name:Fire Station #5

(6509 Hwy YY WASHINGTON MO 63090)

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Unit Name: Fire Station #5
 Make: Generac
 Model: 17kW
 S/N: 838879709343
 Size: 17kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$195.66	\$195.66
1	December	Full Service	1	\$284.59	\$284.59
Year 1 Total:\$480.25					
2	June	Inspection	1	\$200.28	\$200.28
2	December	Full Service	1	\$292.79	\$292.79
Year 2 Total:\$493.07					
3	June	Inspection	1	\$205.05	\$205.05
3	December	Full Service	1	\$301.28	\$301.28
Year 3 Total:\$506.33					

Site Name:Police Dept

(301 Jefferson St. Washington MO 63090)

Unit Name: Police Dept
 Make: Cummins
 Model: GGKC
 S/N: B060886954
 Size: 140kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$239.36	\$239.36
1	December	Full Service	1	\$479.27	\$479.27
Year 1 Total:\$718.63					
2	June	Inspection	1	\$245.30	\$245.30
2	December	Full Service	1	\$494.38	\$494.38
Year 2 Total:\$739.68					
3	June	Inspection	1	\$251.41	\$251.41
3	December	Full Service	1	\$510.04	\$510.04
Year 3 Total:\$761.45					

Site Name:PUBLIC WORKS

(4 CHAMBER DR WASHINGTON MO 63090)

Unit Name: Public Works Chamber
 Name: Dr
 Make: Cummins
 Model: C125 D6C
 S/N: C190527494
 Size: 125kW
 ATS Qty: 2
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$239.36	\$239.36
1	December	Full Service	1	\$498.27	\$498.27
Year 1 Total:\$737.63					
2	June	Inspection	1	\$245.30	\$245.30
2	December	Full Service	1	\$514.71	\$514.71
Year 2 Total:\$760.01					
3	June	Inspection	1	\$251.41	\$251.41
3	December	Full Service	1	\$531.79	\$531.79
Year 3 Total:\$783.20					

Unit Name: Public Works/Clay
 Make: Cummins
 Model: 100DGDB
 S/N: E060918304
 Size: 100kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$239.36	\$239.36
1	December	Full Service	1	\$436.81	\$436.81
Year 1 Total:\$676.17					
2	June	Inspection	1	\$245.30	\$245.30
2	December	Full Service	1	\$450.41	\$450.41
Year 2 Total:\$695.71					
3	June	Inspection	1	\$251.41	\$251.41
3	December	Full Service	1	\$464.51	\$464.51
Year 3 Total:\$715.92					

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Site Name:Public Works - Rabbit Trail

(2701 Rabbit Trail Dr. Washington MO 63090)

Unit Name:	Public Works - Rabbit Trail	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	June	Inspection	1	\$239.36	\$239.36
Model:	Isuzu	1	December	Full Service	1	\$436.81	\$436.81
S/N:	P060420005	Year 1 Total:\$676.17					
Size:	50kW	2	June	Inspection	1	\$245.30	\$245.30
ATS Qty:	1	2	December	Full Service	1	\$450.41	\$450.41
Notes:		Year 2 Total:\$695.71					
		3	June	Inspection	1	\$251.41	\$251.41
		3	December	Full Service	1	\$464.51	\$464.51
		Year 3 Total:\$715.92					

Site Name:WASHINGTON COMM. DIV

(301 JEFFERSON ST WASHINGTON MO 63090)

Unit Name:	Communications	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Cummins	1	June	Inspection	1	\$239.36	\$239.36
Model:	100GGHH	1	December	Full Service	1	\$368.89	\$368.89
S/N:	B060886953	Year 1 Total:\$608.25					
Size:	100kW	2	June	Inspection	1	\$245.30	\$245.30
ATS Qty:	1	2	December	Full Service	1	\$380.25	\$380.25
Notes:		Year 2 Total:\$625.55					
		3	June	Inspection	1	\$251.41	\$251.41
		3	December	Full Service	1	\$392.03	\$392.03
		Year 3 Total:\$643.44					

Unit Name:	PW Well #10	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	June	Inspection	1	\$239.36	\$239.36
Model:	D150P1	1	December	Full Service	1	\$507.47	\$507.47
S/N:	NAT01712	Year 1 Total:\$746.83					
Size:	150kW	2	June	Inspection	1	\$245.30	\$245.30
ATS Qty:	1	2	December	Full Service	1	\$524.19	\$524.19
Notes:		Year 2 Total:\$769.49					
		3	June	Inspection	1	\$251.41	\$251.41
		3	December	Full Service	1	\$541.55	\$541.55
		Year 3 Total:\$792.96					

Unit Name:	PW Well #11	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make:	Other	1	June	Inspection	1	\$239.36	\$239.36
Model:	D150PI	1	December	Full Service	1	\$507.47	\$507.47
S/N:	NAT01710	Year 1 Total:\$746.83					
Size:	150kW	2	June	Inspection	1	\$245.30	\$245.30
ATS Qty:	1	2	December	Full Service	1	\$524.19	\$524.19
Notes:		Year 2 Total:\$769.49					
		3	June	Inspection	1	\$251.41	\$251.41
		3	December	Full Service	1	\$541.55	\$541.55
		Year 3 Total:\$792.96					

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Unit Name: Transmitter Bldg
 Make: Generac
 Model: 5883-10kW
 S/N: 7892403
 Size: 10kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$195.66	\$195.66
1	December	Full Service	1	\$270.79	\$270.79
Year 1 Total:\$466.45					
2	June	Inspection	1	\$200.28	\$200.28
2	December	Full Service	1	\$278.57	\$278.57
Year 2 Total:\$478.85					
3	June	Inspection	1	\$205.05	\$205.05
3	December	Full Service	1	\$286.63	\$286.63
Year 3 Total:\$491.68					

Site Name:Waste Water Treatment Plant

(200 KINGSLAND DR WASHINGTON MO 63090)

Unit Name: WWTP - 1250kW
 Make: Cummins
 Model: DQGAA
 S/N: B080155434
 Size: 1250kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$352.06	\$352.06
1	December	Full Service	1	\$1,850.37	\$1,850.37
Year 1 Total:\$2,202.43					
2	June	Inspection	1	\$361.38	\$361.38
2	December	Full Service	1	\$1,921.81	\$1,921.81
Year 2 Total:\$2,283.19					
3	June	Inspection	1	\$370.97	\$370.97
3	December	Full Service	1	\$1,996.31	\$1,996.31
Year 3 Total:\$2,367.28					

Site Name:Water Portable (PW)

(4 Chamber Dr. Washington MO 63090)

Unit Name: Water Portable (PW)
 Make: Cummins
 Model: DGFC
 S/N: I990978230
 Size: 200kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	1	\$239.36	\$239.36
1	December	Full Service	1	\$557.39	\$557.39
Year 1 Total:\$796.75					
2	June	Inspection	1	\$245.30	\$245.30
2	December	Full Service	1	\$576.26	\$576.26
Year 2 Total:\$821.56					
3	June	Inspection	1	\$251.41	\$251.41
3	December	Full Service	1	\$595.88	\$595.88
Year 3 Total:\$847.29					

Year 1 Total:* \$12,179.23
 Year 2 Total:* \$12,548.51
 Year 3 Total:* \$12,931.26

Total Agreement Amount:* \$37,659.00

**Quote does not include applicable taxes*

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price thereof.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Power Generation System Planned Maintenance



INSPECTION

MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery conductance test

Fuel System

- Inspect main tank / day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture / containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level, and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers, for obstruction
- Visually inspect low temperature after cooler coolant
- Optional - coolant sampling*

Engine & Lubrication System

- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system
- Oil sample for laboratory analysis when recommended

Intake / Exhaust System

- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed**

**NOTE: Will not exercise breakers or contactors on a paralleling device

Generator Operations

- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch

Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock

FULL SERVICE INCLUDES INSPECTION

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

Lubrication Oil & Filtration Service

- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube services operations of genset (unloaded) at rated temperature

*Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Maintenance Agreement holder will be at current Cummins labor rates.



Cummins Inc.
 2247 Cassens Drive
 Fenton, MO 63026
 Phone: (636) 660-7697

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF WASHINGTON 301 Jefferson St. WASHINGTON, MO 63090 Customer #: 147867 Payment Type: Pay As You Go	Name: Lisa Moffitt Phone: 636-231-4048 Cell: alt: 636-390-1050 Fax: 636-239-7694 E-mail: lmoffitt@washmo.gov	Quote Date: 9/9/2020 Quote Expires: 11/8/2020 Quote ID: QT-371 Quoted By: Erin Zehr Quote Term: 3 Year

Total Agreement Amount:* **\$37,659.00**
**Quote does not include applicable taxes*

Comment:

Proposal to provide semi-annual Planned Maintenance for the generators listed. This proposal covers two visits per year and includes all labor, parts (oil, fluid filters), travel and mileage. Work to be completed during regular business hours.

Revised 9/9/2020 to reflect service months. Proposed service schedule: **Inspections in Dec 2020, 2021 and 2022. Full Service with Inspections June 2021, 2022 and 2023.**

Thank you for the opportunity to provide you this proposal!

Cummins Sales & Service

Erin Zehr, PM Account Manager

Cell: 314-695-3670 / erin.zehr@cummins.com

Total Agreement Amount Does Not Include Applicable Taxes. Please call (402) 551-7678 for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Please return signed agreement to:

Cummins Inc.
 10088 South 136th Street
 Omaha, NE
 68138
 p: (402) 551-7678
 fax: (888) 230-6699

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-371) **Cummins Inc. Approval**

Signature: _____ Signature: _____

Date: _____ Date: _____

3B-a



December 01, 2020

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

RE: 2020 – RECYCLING CENTER – FARM LEASE

Dear Mayor and City Council Members:

On November 4, 2020 the City received two bids for approximately 15.25 acres of farm ground behind the Recycling Center.

The bid results are as follows:

Mid River Valley Farms LLC	-	\$78.25/ac
John "Jack" Brinker	-	\$106.00/ac

A minimum bid of \$75.00/ac was required and both bid meet the minimum. The lease term will be for 5 years.

We are recommending approval of a farm lease with John "Jack" Brinker for \$106.00/ac @ 15.25 ac, which results in a yearly revenue to the City of \$1,616.50.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John Nilges".

John Nilges, P.E.
Public Works Director

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BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A FARM LEASE BY AND BETWEEN THE
CITY OF WASHINGTON, MISSOURI AND JOHN "JACK"
BRINKER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Farm Lease by and between the City of Washington, Missouri and John "Jack" Brinker, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Lease and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

FARM LEASE

THIS FARM LEASE made and entered into this 8th day of December, 2020, between the City of Washington, Missouri a municipal corporation, hereinafter called the "Lessor," and John "Jack" Brinker, hereinafter called the "Lessee."

WITNESSETH; The parties agree as follows:

1. AGREEMENT TO LEASE. The Lessor for and in consideration of the covenants contained herein does hereby lease to the Lessee the real property, hereinafter called the "Premises," more fully described as:

The areas identified on Exhibit A, attached hereto and incorporated herein by reference containing approximately 15.25 acres, more or less

The parties acknowledge and agree that the Lessor shall deliver possession of the Premises to Lessee in its "as is" condition as of the first date of the term hereof, and that neither Lessor, nor any person on behalf of Lessor, has made and does not now make any representations, warranties or agreements as to the value, condition, quality or suitability of the Premises. The parties further acknowledge and agree that this Lease contains all of the terms and conditions agreed upon by the parties, that there are no outside conditions, representations, warranties or other agreements whatsoever, whether written or oral or so implied.

Lessee shall have no rights below the surface of the ground nor higher than fifteen (15) feet in the air, except as expressly provided in this Lease.

2. TERM OF LEASE. The term of this Lease shall be for a period of five (5) years commencing on on December 8, 2020 and ending December 8, 2025; provided, however, that Lessee understands and agrees that Lessor may develop all or any portion of the Premises and, to that end, Lessor shall have the right to terminate this lease with respect to all or any portion of the Premises that may be necessary for development purposes, from time to time, at Lessor's sole discretion, subject to the rent abatement provisions of Paragraph 4 below. Furthermore, either party shall have the right to terminate this Lease if the other party hereto shall fail to substantially perform its obligations hereunder.

Lessor shall put Lessee in possession of the Premises on the first day of the term hereof, and will permit Lessee to quietly and peaceably hold, occupy and enjoy the Premises during the term hereof, without interference by Lessor, so long as Lessee is not in default hereunder and subject to the Lessor's rights to develop the Premises in whole or in part.

The Lessee shall not prohibit access to adjacent parcels leased by others.

3. RENT. The Lessee shall pay to the Lessor as annual rent for the use and possession of the Premises the sum of One Hundred Six and 00/100 Dollars (\$106.00) per acre or portion thereof leased.

Subject to the abatement of rent provisions of Paragraph 4 below.

If Lessor shall create, in the development process, any areas which are too small for Lessee to reasonably farm, such areas shall be removed from the acres subject to this Lease and upon which Lessee is to pay rent, and thereafter Lessor shall be responsible for controlling noxious weeds and brush on any such areas. Lessee shall not be entitled to abatement of rent as provided in Paragraph 4 below, on any such areas unless it is not reasonably feasible to harvest any crops growing as of the date such small areas might be created by any development by Lessor.

Lessee shall make its annual rental payment as of the commencement of this lease and on each December 8th thereafter. All rents shall be payable at the Lessor's address indicated below or at such other address as Lessor may designate in writing.

4. ABATEMENT OF RENT AND CROP DAMAGE.

The Lessee accepts all liability for any and all damages which may occur as a result of flooding or other natural disasters to the crops. The Lessee understands that annual lease payment is due regardless of any disasters which may occur during the term of the Lease. The Lessor shall be entitled to receive any and all payments for damages to the Premises which may occur as a result of flooding or other natural disasters and the Lessee hereby waives any claim to said payments. The Lessee shall cooperate with the Lessor in the event the Lessor and the Premises are entitled to payment for damages due to flooding or other natural disasters.

Lessor will endeavor to refrain from damaging any crop unless absolutely necessary. However, notwithstanding any provision hereof to the contrary, Lessor shall have the right, as provided above, to terminate all or any portion of this Lease or otherwise utilize the Premises, including the right to conduct surveys, test bore for rock, install any infrastructure, roadway, or other improvements determined to be necessary by Lessor. In the event that this Lease is terminated with respect to any portion of the Premises, or in the event that Lessor shall otherwise damage any crops of Lessee during the term of this Lease, Lessee shall receive an abatement of rent, or credit toward future rents, at the election of Lessor, to the extent of the damaged portion of the Premises for that year, on a per acre (or portion thereof) basis.

Lessor agrees to notify Lessee, as soon as is reasonably possible, of any imminent development with respect to any specific area, and upon any such notice, Lessee agrees to refrain from thereafter planting any such area designated by Lessor.

The abatement of rent described herein shall not apply if Lessee shall fail to harvest acreage for any reason other than development or damage by Lessor, or notice from Lessor of impending development, as provided above.

If the Lessor elects to develop any portion of the property which renders the remaining leased portion with fifty percent (50%) tillable acreage the Lessee shall have an option to terminate the lease without penalty. The Lessee shall notify the Lessor before September 1 of their election to terminate under this provision.

5. USE OF PREMISES. The Premises shall be used for the purposes of planting, growing and harvesting crops. The Premises shall not be used for any other purpose without the prior written consent of the Lessor.

6. CONSERVATION AND MAINTENANCE. To conserve and maintain the Premises, the parties agree as follows:

a. General Maintenance. The Lessee will maintain the Premises during its tenancy in the same condition as at the beginning of this Lease, or better, normal wear, depreciation and damage from causes beyond the Lessee's control excepted. Lessee understands and agrees that additional work will be required, at Lessee's expense to rid the Premises of Johnson grass and other noxious weeds.

b. Good Husbandry. The Lessee will operate the Premises in an efficient and husbandry-like manner: will do the plowing, seeding, cultivating, and harvesting in a manner that will conserve the Premises, and will do all that is necessary to meet ASCS and SCS (now FSA) erosion requirements.

Should the Lessee fail to take any action required by the best course of husbandry practiced in the geographical vicinity of the Premises, or should the Lessee fail to conduct any operation undertaken by it on the Premises, in accordance with the best course of husbandry practiced in the geographical vicinity of the Premises, or in compliance with governmental regulations, the Lessor may, after serving ten (10) days' written notice of such failure on the Lessee in the manner provided for service of notices in this Lease, enter the Premises, and take such action as the Lessor may deem necessary to protect its interest in this Lease and in the Premises. Lessee agrees to reimburse the Lessor on demand for the costs of any action taken by Lessor pursuant to the provisions this paragraph.

c. Cropping Practices. The Lessee will not, without the written consent of the Lessor: (i) plow permanent pasture or meadowland; (ii) cut live trees for sale or personal uses. (iii) allow livestock on the premises; (iv) burn cornstalks, corncobs, straw, or other crop residues grown on the Premises.

d. Noxious Weeds and Brush. Lessee will use diligence to prevent noxious weeds from going to seed on the Premises and will destroy the same, and will keep the weeds and grass cut or destroyed on the fields, farmstead, roadsides, field edges and fence row. Lessee agrees to trim and restrict brush and weed growth around the perimeters of the fields. If Lessor creates, in the construction or development process, any areas which weeds grow and which are not reasonably accessible to Lessee, Lessor shall be responsible for maintaining all such areas.

e. Conservation Structures. Lessee will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways, and refrain from any operation or practice that will injure or harm said structures. Lessee agrees to cut or mow, on a yearly basis, all waterways and watercourses on the Premises.

f. Lime. Lessee will pay for and apply any lime determined to be necessary by Lessee, provided that Lessee shall not be obligated to apply any lime.

7. WASTE OR NUISANCE. Lessee shall not commit or permit the commission by others of any waste on the Premises; and the Lessee shall not use or permit the use of the Premises for any unlawful purpose.

8. ALTERATIONS AND LIENS. Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvement thereon or facility appurtenant thereto, without the written consent of the Lessor first being obtained. The Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the insistence or request of Lessee.

9. INSPECTION BY LESSOR. Lessee shall permit the Lessor or the Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether the Lessee is complying with the terms of this Lease, for the purpose of conducting any development of the Premises and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Premises.

10. HOLD HARMLESS AND INDEMNIFY. Lessee agrees to indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense (including but not limited to attorneys' fees and costs) resulting from the Lessee's occupation and use of the Premises, specifically including without limitations any claim, liability, loss or damage arising:

a. By reason of the injury to person or property, from whatever cause, while in or on the Premises, or in any way connected with the Premises or with the improvements or personal property in or on the Premises, including any liability for injury to the person or personal property of the Lessee, its agents, officers, or employees;

b. By reason of any work performed on the Premises or materials furnished to the Premises at the insistence or request of the Lessee, its agents, or employees;

c. By reason of the Lessee's failure to perform any provision of this Lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision;

d. Because of the Lessee's failure or inability to pay as they become due any obligations incurred by Lessee in the agricultural or other use

11. INSURANCE. The Lessee shall list the City of Washington as additional insured and shall acquire insurance as follows:

a. Worker's Compensation Insurance. The Lessee shall procure and shall maintain during the Term of this Lease, Worker's Compensation Insurance for all of its employees to be engaged and perform work under this Lease as may be required by Missouri law. If Worker's Compensation Insurance is not required by Missouri law then Lessee shall have no obligation to provide such insurance.

b. Comprehensive General Liability Insurance. The Lessee shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Public Liability \$400,000 per person \$3,000,000 per occurrence

Property Damage \$400,000 per person \$3,000,000 per occurrence

c. Comprehensive Automobile Liability Insurance. The Lessee shall maintain Comprehensive Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury, including Death \$400,000 per person \$3,000,000 per occurrence

Property Damage \$400,000 per person \$3,000,000 per occurrence

d. Satisfactory Coverage. The insurance which the Lessee is required to obtain and maintain pursuant to this Section shall be written by a company licensed to do business in the State of Missouri and satisfactory to the Lessor and shall name the Lessor as an additional insured. The Lessee shall not allow any policies to be cancelled or permit the policies to lapse during the Term of this Lease. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed unless thirty (30) days prior written notice has been received by the Lessor and provided further that the notice must be evidenced by receipt of a registered letter.

e. Proof of Carriage of Insurance. "Certificates of Insurance" shall be originals, not copies, shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause. An original "Certificate of Insurance" shall be furnished to the Lessor prior to commencement of farming on the Premises.

12. SUBLEASING AND ASSIGNING. Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises, including hunting rights, or any of the improvements that may now or hereafter be constructed or installed on the Premises, without the express written consent of the Lessor first had and obtained.

13. DEFAULT BY LESSEE. If any default shall be made in the payment of rent, or any payment, at the time provided, or if default shall continue by Lessee in the performance or observance of any other agreement or condition to be performed on Lessee's part, for more than ten (10) days after written notice of such default shall have been sent to Lessee, then Lessor, in addition to all other legal rights and remedies, shall have the right to terminate this Lease immediately or to immediately re-enter and take possession of the Premises and attempt to relet the Premises without terminating this Lease and Lessee shall be liable for, and shall pay as it accrues, any loss or deficiency in the rental sustained by Lessor for the balance of the term. In either such case, Lessor may remove all persons and property from the Premises, and such property may, at Lessor's election, be stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. All such actions on the part of Lessor, as described in this paragraph, may be without formal service of notice or resort to legal process, and Lessor shall not thereby

be guilty of or liable for any loss or damage which shall be occasioned thereby, on the grounds of trespass, conversion or in any other manner whatsoever, Lessee consenting to any such entry and/or seizure by signature below. Moreover, nothing contained in this paragraph shall preclude Lessor from maintaining any action in equity to enjoin Lessee from any breach or threatened breach of this Lease which would result in damage to the Premises or to Lessor, despite the fact that no notice may have been provided to Lessee as aforesaid. Except as otherwise provided herein, Lessee waives all rights to notice or demand by Lessor with respect to Lessee's performance or nonperformance of any agreement or condition to be performed on Lessee's part by the terms of this Lease.

In the event it becomes necessary for Lessor, in Lessor's sole and absolute discretion, upon failure of Lessee to make all payments as required by this Lease, or upon Lessee's failure to peacefully surrender possession to Lessor on written demand after default, or to rectify any other default or breach of any term or condition hereof by Lessee, to place the matter in the hands of an attorney, Lessee shall pay to Lessor, in addition to all other payments for which provisions are made herein, as additional rent, when and as the same accrues, such reasonable attorneys' fees, or fees of independent public accountants, architects, engineers, or any other outside expert or witness expenses incurred by Lessor, and any other costs and expenses in connection therewith, as Lessor shall incur, whether or not suit is brought.

In addition to the foregoing amounts agreed to be paid by Lessee hereunder, Lessee further agrees that in the event Lessee shall be in default hereunder, or if Lessee shall fail to make any payment required by this Lease, including any rental payment, payment of costs or attorney fees, payment for damages to the Premises or any other payment whatsoever required herein, any and all such amounts shall bear interest at the rate of ten percent (10%) per annum and such interest shall be paid by Lessee to Lessor as additional rent hereunder.

All remedies provided in this Lease shall be in addition to all other remedies provided by law.

14. ABANDONMENT BY LESSEE. Should the Lessee breach this Lease and abandon the Premises prior to the natural termination hereof, the Lessor may:

a. Continue this Lease in effect by not terminating the Lessee's right to possession of the Premises, in which event the Lessor shall be entitled to enforce all its rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

- b. Terminate this Lease and recover from the Lessee:
 - i. The unpaid rent which had been earned at the time of the termination of this Lease, plus interest to the date of judgment;
 - ii. The amount by which the unpaid rent, plus interest, would have been earned after termination of this Lease until the award exceeds the amount of rental Lessee proves could have been reasonably avoided;
 - iii. The amount by which the unpaid rent for the balance of the term, plus interest, exceeds the amount of rental lost that the Lessee proves could have been reasonably avoided; and
 - iv. Any other amount necessary to compensate the Lessor for all detriment proximately caused by the Lessee's failure to perform its obligations under this Lease.

15. INSOLVENCY OF LESSEE. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all or substantially all of the property of the Lessee, the making of a general assignment for the benefit of creditors by the Lessee, or the adjudication of the Lessee as a bankrupt under the Federal Bankruptcy Act shall terminate this Lease and entitle the Lessor to re-enter and regain possession of the Premises.

16. NOTICES. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessee:	Lessor:
John "Jack" Brinker	City of Washington
140 Sappington Place	c/o City Administrator
Washington, Missouri 63090	405 Jefferson Street
	Washington, Missouri 63090

Either the Lessee or the Lessor may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

17. DISCLAIMER OF PARTNERSHIP STATUS. None of the terms, provisions or conditions of this Lease shall be construed as creating or constituting Lessor as a co-partner or joint venturer with Lessee, nor shall they be construed in any manner as making Lessor liable for the debts, defaults, obligations or losses of Lessee.

18. UTILITIES. Not applicable -- Lessor is not providing any utilities.

19. CONDEMNATION. If at any time during the term of this Lease any part of the Premises is condemned by right of public authority, with or without litigation, or transferred by agreement in lieu of such condemnation, this Lease, as to the parts taken, shall terminate as of the date title shall vest in the condemnor; Lessor shall have the option to terminate this Lease as of the date when the part so condemned vests in the condemnor. All compensation awarded upon such condemnation or taking shall belong and be paid to Lessor; provided that this shall not negate the obligation of Lessor to abate rent, as provided herein. In the event of any said condemnation, Lessor shall have no obligation to restore, replace or repair the Premises or any part thereof.

20. MISCELLANEOUS.

a. The parties hereto each warrant to the other that no brokerage commission, finder fee, or similar charge has been incurred in connection with this transaction.

b. This Lease, and the application and interpretation hereof, shall be governed by the laws of the State of Missouri.

c. This Lease constitutes the entire Lease of the parties with respect to the matters contained herein.

d. No modifications of this Lease, or the terms and conditions herein contained, shall be valid or enforceable unless agreed in writing and signed by the parties hereto.

e. Time is expressly declared to be the essence of this Lease.

f. The waiver of any breach of any of the provisions of this Lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this Lease.

g. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, personal representatives and assigns of the parties hereto, but nothing in this

paragraph contained shall be construed as a consent by the Lessor to any assignment of this Lease or any interest therein by the Lessee except as provided in Paragraph 12 of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set out above.

CITY OF WASHINGTON, MISSOURI

LESSEE

By: _____
Sandy Lucy, Mayor

By _____
Name; John "Jack" Brinker

SEAL:

Attest: _____
Deputy City Clerk

EXHIBIT A





December 01, 2020

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

RE: Washington Regional Airport
CARES Act – AWOS Purchase

Dear Mayor and City Council Members:

Earlier this year the Washington Regional Airport was provided \$30,000 via the Coronavirus Aid, Relief, and Economic Security Act (CARES). This money was meant to provide financial assistance for operations and/or capital improvements. This money does not have a required match.

After presenting to you and discussing with airport staff and administration, we agreed to utilize the funds to replace the Automated Weather Observation System (AWOS). The remaining balance will offset general operation costs.

The AWOS system is outdated and experiences intermittent failures. As a vital safety component to our airport, it was agreed upon this would be a good use for some of the funds.

This money is not part of any other CARES Act funding available through other means and is provided directly to our airport operation.

Remote System Integration (RSI) is a system specific vendor that airport staff is familiar with, thus we only received one quote. We are requesting your approval to proceed with purchasing and installing the AWOS system for \$16,250.00.

Once purchased and installed, we will submit for 100% reimbursement through the CARES Act. This use has already been preliminarily approved by MoDOT and the FAA.

Respectfully submitted,



John Nilges, P.E.

Public Works Director

3c-b

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM RSI - REMOTE SYSTEMS INTEGRATION AND TO APPROVE THE PURCHASE OF A GENERAL UPGRADE – AWI AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) BY THE CITY OF WASHINGTON, MISSOURI.

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with RSI – Remote Systems Integration, in an amount totaling Sixteen Thousand Two Hundred Fifty and Zero Cents (\$16,250.00) for the purchase and installation of an Upgrade to the Central Data Platform and display system to AWOS 3000 Windows bases display and processor.

A copy of said general upgrade is attached hereto and marked as “Exhibit A”.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after it’s passage and approval.

PASSED: _____

ATTEST: _____
Deputy City Clerk

President of City Council

APPROVED: _____

ATTEST: _____
Deputy City Clerk

Mayor Washington, Missouri

"EXHIBIT A"



PO Box 1260 Millington, TN 38083 (800) 261-1774

www.remotesys.com

Quote number: 20003

General Upgrade – AWI Automated Weather Observation System (AWOS)

Date: April 27, 2020
Valid until: May 24, 2020

For: Washington, MO

Background: The Central Data Processor (CDP) is at end-of life status and is not repairable should it fail. Current lead time on the processor upgrade is 90 days.

Scope of Work:

- To bring the AWOS up to current technology, the following upgrades should be considered:
 - Upgrade the Central Data Platform and display system to AWOS 3000 Windows bases display and processor.

Pricing (installation included)

3000 CDP system complete – uses existing radio units	\$ 15000
Installation	\$ 500
Shipping (approximate)	\$ 750
Total:	\$16,250

Notes

- Terms: **Prepaid before unit ships.** Buyer is responsible for any applicable taxes
- Delivery approximately 90 days after receipt of order
- Warranty 30 days on installation and workmanship

3C-b

Remote Systems Integration Quote number 20003 Washington, MO

- Warranty on sensor 1 year subject to AWI limitations and exclusions
- This quote is valid for 60 days from the date above.
- When submitting a PO to RSI please reference the quote number
- Subject to RSI Terms and Conditions available upon request

For any questions, please contact RSI at 800-261-1774 Option 3 or via email at tnichols@remotesys.com

Submitted by:

A handwritten signature in black ink, appearing to read 'Tom Nichols', written over a horizontal line.

Tom Nichols
Remote Systems Integration LLC



December 3, 2020

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

RE: Landfill Parking License Agreement

Dear Mayor and City Council Members:

The attached agreement is a proposal to renew the rental agreement and increase the rental period from 6 months to 12 months for Waste Management for storage of their roll off containers, compactor and dumpster units and roll off trucks ("Units") at the Struckhoff Sanitary Landfill.

This agreement will continue to rent 20 spaces to Waste Management for their landfill containers on the 9.72 acres the City purchased south of the landfill. The storage agreement is for a maximum up to and including 20 units. They will pay for 20 units at \$35.00/unit parking space which is \$700.00/month. This is a set price whether they have 0 or 20 units on site. They also have the option to increase their rental spaces in any increment up to an additional 20 units (40 max.).

Please reference the agreement for your review and approval.

Respectfully submitted,

Andrea F. Lueken

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A PARKING LICENSE AGREEMENT BY
AND BETWEEN THE CITY OF WASHINGTON, MISSOURI
AND WASTE MANAGEMENT OF MISSOURI, INC.

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Parking License Agreement by and between the City of Washington, Missouri and Waste Management of Missouri, Inc., a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

PARKING LICENSE AGREEMENT

This Parking License Agreement (“Agreement”) is made and entered into as of _____, 2021 by and between the City of Washington, Missouri (the “City”) hereby grants to Waste Management of Missouri, Inc., a Delaware corporation (the “Licensee”) a license to use up to twenty (20) parking spaces (“License Area”) each being approximately 12’ x 36’ in size and located on the City’s parking lot located at the City of Washington Struckhoff Sanitary Landfill at 925 Struckhoff Lane, Washington, Missouri, as depicted on attached map. The parking spaces shall be on an unallocated basis in common with the City, other licensees of the City, and the agents and invitees of the City. Licensee shall comply with any reasonable rules and regulations that the City may make from time to time with respect to the parking facilities.

Licensee shall have the option to utilize additional storage for up to 20 additional roll off containers, compactor and dumpster units and roll off trucks (“Units”). If Licensee exercises the option, then the additional future storage area indicated on the attached map shall be utilized when Licensee provides the City with 60 days’ written notice.

The term of this Agreement shall be twelve (12) months commencing the 1st day of January, 2021 and ending the 31st day of December, 2021.

All fees must be paid in advance. Parking fee for the license area shall be **\$700.00** per month for the first 20 units and is due **BEFORE** the first of each month. If Licensee desires use of the additional space as described above, the fee shall be based upon the amount of additional space and using the calculation of Thirty Five and 00/100 Dollars (\$35.00) per Unit. Non-receipt of payment not cured within ten (10) days of written notice from the City will result in a loss of license to park.

This Agreement permits the parking of fully operable Units only. Access to the License Area is during landfill business hours only, Monday through Friday 7:00 a.m. through 4:00 p.m. and Saturday 7:00 a.m. through 12:00 p.m., excluding holidays. Vehicle or container repair cannot be done on the property unless written permission from the City is provided. For the purposes of maintenance, the City may restrict parking and require Units to be moved on at least 14 days’ written notice to Licensee. Waste shall not be left in the Units. The Licensee is liable for the cost of any repairs or cleanup costs plus costs of collection resulting from physical damage or littering in the License Area caused by the Licensee. Units leaking fluids shall be excluded from the License Area.

The City and Licensee may modify this Agreement in writing and signed by both parties. The City or Licensee may cancel this Agreement for any reason upon at least thirty (30) days prior written notice to the other party.

All notices or other communications required or permitted under the terms of this Agreement shall be made in writing and shall be deemed given: (i) when sent by commercial overnight carrier or courier freight prepaid, the next business day after delivery to such courier; or, (ii) three (3) days after deposit of same in the Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the party to be notified at the following addresses:

If to Licensee: Waste Management of Missouri, Inc.
 c/o Corporate Real Estate Department
 720 East Butterfield Road, 4th Floor
 Lombard, Illinois 60148
 Attention: Director of Real Estate

If to City: City of Washington, Missouri
 405 Jefferson Street
 Washington, MO 63090
 Attention: City Administrator

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

The City will not be liable for any damage to property or injury to persons caused by any third party, acts of God, or other causes except the gross negligence of the City's employees or agents.

Licensee shall, at its own sole cost and expense, throughout the term, procure and maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the License Area, such insurance to afford immediate protection to the limit of not less than Three Million Dollars (\$3,000,000.00) combined single limit and Three Million Dollars (\$3,000,000.00) aggregate.

All insurance shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility and qualified to do business in the State of Missouri, which have been approved by the City. All policies of insurance provided for shall name the City and Licensee as the insureds or additional insureds, as their respective interests may appear.

The Licensee, as a further consideration for the aforesaid grant of permission, agrees to indemnify and save the City harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorneys' fees and expenses that the City may sustain, incur, or become liable for on account of the grant of this license to Licensee, including without

limitation loss or destruction of or damage to any property whatsoever, and death of or injury to any persons growing out of the use of the License Area, or the failure of the Licensee or its officers, directors, employees, agents, invitees, contractors, subcontractors, or members to comply fully with the Licensee's obligations hereunder.

If either party shall violate continuously or otherwise any of the terms of this agreement which are binding upon it, the other party shall not thereby be deemed to either have waived or relinquished any term of this agreement or to have acquiesced in any such violation thereof, unless the other party shall express their consent thereto in writing.

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Franklin County, Missouri.

The Licensee shall comply with all applicable federal, state, and local laws in the performance of this agreement.

LICENSEE:

Waste Management of Missouri, Inc.

James A. Wilson, Vice President

Date

CITY:

The City of Washington, Missouri

By: _____

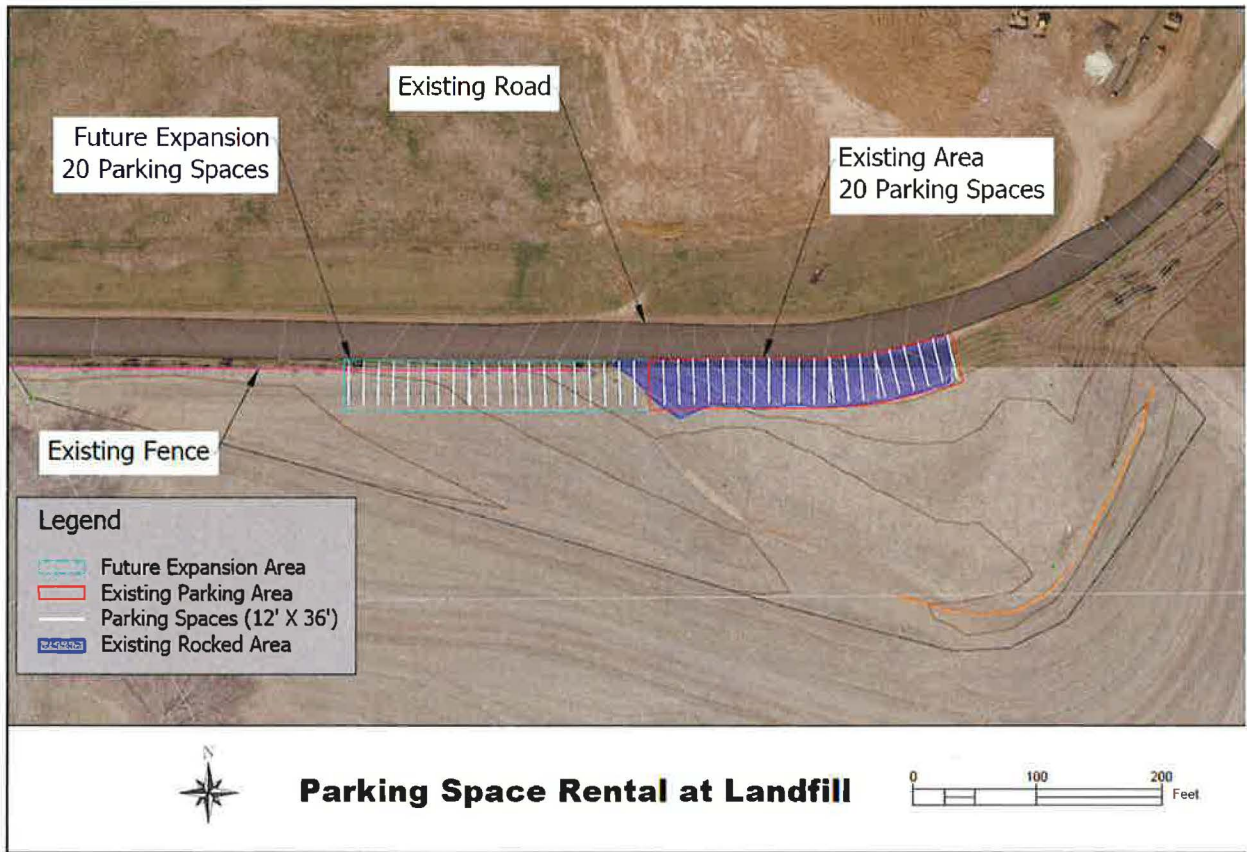
Name: _____

Title: _____

Date

Exhibit A
Depiction of license area

Blue is existing area which can park 20 containers. Red is possible expansion for additional containers, per Waste Management's possible future request of up to 20 more spaces.



Memo

To: Mayor and City Council
From: Mary Sprung
Date: December 7, 2020
Re: NOC, LLC Monthly Services

The City's contract with NOC, LLC is up for renewal and in updating the contract, we have now included the "additional services" that we are currently being billed to the annual contract. The base service contract amount will be unchanged at \$12,000. New and included in this agreement, is a renewal clause for a 3% increase if the contract is automatically renewed for an additional year, which will apply only to the managed service contract amount, not the additional services.

There will be no additional charge for hours outside of our normal operating hours or for emergency hours.

The contract does eliminate block hours as the tracking method. Instead, the approach will be to provide all services under the contract. We will still have someone present on-site at least 2 days per week to maintain consistency for City staff. In addition, the help desk is available and this does not mean that NOC will not be on-site at other times to assist with tickets and City IT matters. We will just not have NOC on site 5 days per week. I do believe this will still be acceptable and NOC understands the City's needs and will still meet the level of commitment we expect to have from this contract.

A representative from NOC, LLC will be here to answer any specific questions that you may have regarding the contract.

BILL NO. _____

INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON TO ACCEPT THE PROPOSAL FROM NOC, LLC FOR IT CONSULTING SERVICES.

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The City of Washington, Missouri, is hereby authorized and directed to accept the proposal and enter into, on behalf of the City of Washington, MO, a contract agreement by and between the City of Washington, Missouri and NOC for IT Consulting Services. A copy of said Proposal is marked Exhibit "A" and is attached hereto and incorporated herein by reference as if fully set forth.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED: _____

ATTEST: _____
Deputy City Clerk

President of City Council

APPROVED: _____

ATTEST: _____
Deputy City Clerk

Mayor of Washington, Missouri

"EXHIBIT A"



902 East 6th Street
Washington, MO 63090
<https://NOCTechnology.com>
314.500.1000

Prepared for: City of Washington

Prepared By: Jonathan Lober
Vice President



Managed Services Agreement

NOC Technology is pleased to submit this contract for Information Technology as a Service (ITaaS) to support City of Washington in their need for robust compute, storage, highly available unified communications, and full IT support needs. NOC Technology offers affordable service and support to businesses. Utilizing our unique framework for providing managed IT and VoIP services, NOC Technology provides a range of proactive services to keep your computer and communication systems up and running and your people and business productive. NOC Technology's goal is to serve as your Technology partner with a focus on providing solutions.

Service Address:

405 Jefferson Drive, Washington MO 63090

TERMS

This Agreement between City of Washington and NOC Technology is effective upon the date signed, shall remain in force for a period of one year, and be reviewed after 12 months to address any necessary adjustments or modifications. The Service Agreement automatically renews for an additional term equal to the Initial Term, beginning on the day immediately following the end of the Initial Term, and each subsequent term, unless either party gives the other written notice of its intent not to renew this Agreement. Each automatic renewal will increase the service rates detailed in this contract an additional 3%.

Engagement

City of Washington ("Client") hereby engages NOC Technology ("Consultant") for the Initial Term set forth above, to provide services in support of Client's computer, electronic, VoIP, television, web hosting, and Information Technology systems ("IT Services"). Upon expiration of the Initial Term, and upon expiration of each successive term, this Agreement shall be automatically renewed for a month-to-month term, beginning on the day immediately following the end of the Initial Term, and each subsequent term, unless either party gives the other written notice of its intent not to renew this Agreement.

Scope of Included Services

Consultant will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address or off-site (remotely).

- a) It is the intent of this Agreement that NOC will maintain the covered equipment and provide the services listed in Exhibit A and be responsive to your service needs. The Principle Period of Maintenance (PPM) is Monday through Friday 8:00 a.m. to 5:00 p.m., excluding regularly observed holidays. PPM means the principal hours during which services are rendered under this Agreement. In most cases, a NOC technician will respond to a service call within one (1) hour of receiving your call during the PPM and within four (4) hours outside of PPM.
- b) It is the intent of this Agreement that NOC will provide SIP service along with management of all phone numbers provided by City of Washington. This service and all phone numbers will be supported during the Principle Period of Maintenance (PPM) of Monday through Friday 8:00 a.m. to 5:00 p.m., excluding regularly observed holidays. In most cases, a NOC technician will respond to a service call within one (1) hour of receiving your call during the PPM and within four (4) hours outside of PPM. City of Washington will maintain ownership and rights of all aforementioned phone numbers throughout and after the term of the contract.
- c) This Agreement extends only to uses for which the Equipment was designed. **Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NOC are not included.** NOC is not obligated to repair any Equipment which has been damaged as a result of: (i) accident, misuse, or abuse of the Equipment (such as, but not limited to, use of

incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, fire, hurricanes, or (iii) the moving of the Equipment from one location to another.

- d) With regard to any services that are not within the coverage of this Agreement, it will be within NOC's discretion whether to perform the services, and, if NOC elects to perform the services, the services will be subject to an additional charge to be paid by the Client.

Pricing, Additional Services

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

Payment, Suspension or Termination of Services

Payment of the Monthly Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within thirty (30) days of the due date. Client shall pay invoices for any additional amounts due to Consultant. Consultant shall have the right to suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event the Consultant fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibit B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard.

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

Tangible Property Rights

Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable, and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet, or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software, or other tangible items belonging to Consultant that are installed, lent to,

leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear," the Client will be responsible for reimbursing Consultant for repair and/or replacement of such material in an amount determined by Consultant to be "fair market value" and will be due immediately at any time requested by Consultant.

Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs, or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures, or words, (d) hardware or software provided by Consultant for use by Client, (e) trade secrets, or (f) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes, or works of authorship developed or created by: (i) Consultant and/or Consultant Personnel; and/or (ii) through collaborative efforts of Consultant (including Consultant Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor, or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to Consultant; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day-to-day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Consultant Personnel and Client Personnel) without the express, written consent of Consultant, which consent may be withheld. Upon request of Consultant, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Consultant. All data, applications, materials, reports, and other documents developed under this Agreement whether finished or not will remain the property of the Client.

Non-Diversion

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

Furthermore, Consultant agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, Consultant will not recruit or hire any employee, agent,

representative, or subcontractor of the Client ("Client Personnel"), nor will Consultant directly or indirectly contact or communicate with Client Personnel for the purpose of soliciting or inducing such Client Personnel (a) to accept employment with, or perform work for, any person, firm, or entity other than Client; or (b) to provide services to Consultant or any other person, firm, or entity except as an employee or representative of the Client. Consultant agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Client, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy which may then be available.

Disclaimer of Warranties

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

Limitation of Liability

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

Actions

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

Good Faith

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

Access

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

Limitations of Technology

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

Authority

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

Miscellaneous

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



Missouri. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

Exhibit A What We Cover

General	
10 x Servers (Support included, Hardware Excluded) ¹	Included
240 x Workstations (Support included, Hardware Excluded) ¹	Included
All City Locations (Network Support and Connectivity) ²	Included
SIP Services (Up to 400 Numbers) ¹	Included
User Configuration, Management, and MS Office Applications (Up to 240 Users) ¹	Included
240 x Yealink Executive Phones (Support Included, Hardware Excluded) ¹	Included

Services Included

Service ³	
Remote Management and Monitoring - Server	Included
Remote Management and Monitoring - Workstation	Included
Managed Antivirus (ESET)	Included
Office 365 (Email and Office Applications)	Included
Email Filtering (SpamTitan)	Included
Web Filtering (DNSFilter)	Included
Web Hosting	Included
Television Services	Included
VoIP/ SIP Services	Included
Support (Remote and On-Site) ⁴	
During Hours Remote Support	Included
During Hours On-Site Support	Included
After Hours On-Site Support	Included
Emergency After Hours Remote Support	Included

What Is NOT Included

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

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

¹ Not to exceed quoted number. Additional Hardware will result in additional service costs.

² Internet Service not Included.

³ Not to exceed quoted number of hardware and/or users. Additional services costs will apply for overages.

⁴ Managed Services includes all labor and support. All-inclusive support covers all things IT related and replaces the need for block hour contracts.

Exhibit B

Service Guarantee

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

Issue	Priority	Response Time	Resolution Time	Escalation Threshold
<p>Critical Emergency (Service not available, all users and functions unavailable)</p> <p>Examples: Major outage of phones, internet, financial software, or communications</p>	1	Within 15 minutes	ASAP –Best Effort	1 hour
<p>High (Limited degradation of service, limited number of users or functions affected, business process can continue)</p> <p>Examples: Multiple (but not all users) unable to access shares or other daily services, entire departments unable to print to main printer(s)</p>	2	Within 1 hour	ASAP –Best Effort	4 hours
<p>Normal (Small service degradation, business process can continue, one user affected)</p> <p>Examples: One printer offline, one user unable to access shares or other daily services</p>	3	Within 4 hours	ASAP –Best Effort	8 hours
<p>Low Priority (Maintenance needed, no noticeable degradation to any users)</p> <p>Examples: Requests for changes, quote requests, software upgrades or updates</p>	4	Earliest Availability	Not Applicable	Not Applicable

Exhibit C Pricing Agreement

SUPPORT AGREEMENT / BILLING INFORMATION			
Contract Date:	12/07/2020	Bill To:	Mary Sprung
Customer:	City of Washington	Billing email:	msprung@washmo.gov
Primary Contact:	Mary Sprung	Phone	636.290.1040
PO #	N/A	Fax:	
Effective Date:	01/01/2021	Payment Terms:	NET 30
Renewal Date:	01/01/2021	Billing Cycle:	30 Days
Contract Length:	One Year	Monthly Support Amount:	\$12,000.00
Account Mgr:	Jonathan Lober	Contract Setup Fee:	N/A
Contract Type:	ITaaS	Contract Type:	Contract Renewal
		Monthly Service Additions:	\$4,865.00

Service Additions	Costs (per month)
Remote Management and Monitoring - Server	\$20/Endpoint
Remote Management and Monitoring - Workstation	\$5/Endpoint
Managed Antivirus (ESET)	\$60/Endpoint/YR
Office 365 (Email and Office Applications)	\$96/User/YR
Email Filtering (SpamTitan)	\$1/User
Web Filtering (DNSFilter)	Included (\$0)
Web Hosting & Maintenance	\$550
Television Services	\$150
VoIP/ SIP Services	\$2,400
Failover Internet (Landfill)	\$125
Business Continuity/ Disaster Recovery ⁵	\$3000
Support (Remote and On-Site)	
Managed Services (ITaaS) ⁶	\$12,000

⁵ Services to start in Oct. 2021. Replaces managed backups with true disaster recovery.

⁶ Managed Services (ITaaS) includes all labor and support. Information Technology as a Service covers all things IT related and replaces the need for block hour contracts.

Conclusion

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

Acceptance of Service Agreement

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

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

Accepted by:

Authorized Signature	NOC Technology	Date
----------------------	----------------	------

Authorized Signature	City of Washington	Date
----------------------	--------------------	------



WASHINGTON POLICE DEPARTMENT

301 JEFFERSON STREET
WASHINGTON, MO. 63090

Chief of Police Edward Menefee, DSN 221

636-390-1062 office

636-390-2455 fax

emenefee@washmo.gov

Date: 11-30-20

To: City Council Members

From: Chief Edward Menefee

RE: Equipment Outfit and Upgrade for 2021 Ford PPV Utility Patrol Vehicles

Esteemed City Council Members,

I respectfully request the approval for the equipment and installation costs necessary to outfit and upgrade three (3) 2021 Ford PPV Utility Patrol Vehicles

The cost is \$9,820.89/vehicle x 3 vehicles = \$29,462.67.

Equipment needed and outfitting and upgrades will be completed by VIP Public Safety. They are a sole source provider for the Department in this area. VIP has attained the sole source provider status with the Department for the following reasons.

The Washington Police Department has used VIP Public Safety to outfit and upgrade all the new patrol vehicles acquired since 2015. The Department uses VIP to keep standardization in all the equipment put in the patrol vehicles (the equipment is the same brand). This way an officer can use any vehicle in the fleet and not have to worry about what he has to do to operate electronics in one vehicle over another. It is all the same, set up is the same and all operated the same way. Standardization provides consistency and ease of use in any patrol vehicle driven, especially in high stress incidents.

VIP is a major outfitter for emergency vehicles in a large region. Because of the volume of equipment they purchase for installation, they get bulk pricing from manufacturers. This in turn reduces the equipment costs to the Department.

In addition, some equipment at times is interchangeable, allowing for equipment from a vehicle put out of service to be reused in a new vehicle.

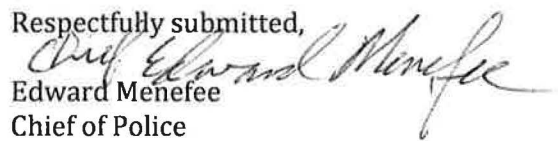
3E-a

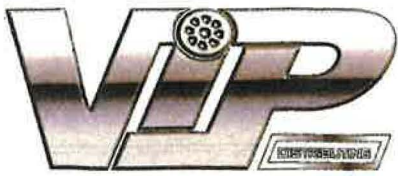
Service from VIP has always been exceptional. They guarantee their work and stick by it. They have also handled problems in the past, and currently, for patrol vehicles that had a vendor improperly install an item.

I request approval of the costs submitted by VIP Public Safety for outfitting and upgrading three (3) 2021 Ford PPV Utility Patrol Vehicles and an ordinance be approved for said costs; \$29,462.67.

Respectfully submitted,

Edward Menefee
Chief of Police

A handwritten signature in cursive script that reads "Chief Edward Menefee". The signature is written in black ink and is positioned to the right of the typed name and title.



10/27/2020
Quote valid for 60 days
Quote# 101075rev7

4220 North Service Rd. St. Peters, MO 63376
 Phone 314.400.3444 / Fax 314.447.0705
 Contact: Charles Poeling
charles.poeling@vipadi.com

Washington P.D.

Chief Menefee
 2020 Ford Police Interceptor SUV full partition with R4R

Qty	ItemNum	Description	Labor	Cost	Total
1	IB2DEDE	Whelen 54" Liberty li DUO Lightbar Red/Blue/Amber/	2.00	\$1,523.17	\$1,523.17
1	STPKT105	Whelen Light Bar Strap Kit 2020 Ford Suv Pi	0.00	\$69.51	\$69.51
1	T52217B	Tigertough driver seat cover black	0.25	\$187.00	\$187.00
1	HWLFE29	Howler with 1 speaker 2020 Ford PI Utility	2.00	\$359.76	\$359.76
1	CVS1012INUT	Havis Ford Interceptor Utility Specific Angled Console	1.50	\$334.54	\$334.54
1	CCUP2I	Havis Internal cup holders	0.00	\$29.91	\$29.91
1	CARM103	Havis Armrest for top mount, console, large pad	0.50	\$84.08	\$84.08
1	RPSP4704UJINT20	Pro-gard Center Sliding Poly Window	2.00	\$665.85	\$665.85
1	S4705UJINT20	Pro-gard Charcoal Grey ABS, Standard Transport Se	4.00	\$1,036.10	\$1,036.10
1	WB47NPUJINT20	Pro-gard Pair, Steel Window Bars (for use with OEM door panels only)	0.50	\$187.32	\$187.32
1	DPCP47UJINT20	Pro-gard Black ABS, Door Panel Cover Plates (set)	0.25	\$27.07	\$27.07
1	FP47UJINT20	Pro-gard Charcoal Grey ABS, Floor Pan	0.50	\$162.44	\$162.44
1	4752010	Jotto GR9-ZRT-AR-BLM-870 - Vertical Mount to Flat	1.00	\$355.49	\$355.49
1	20602	Streamlight flashlight	0.25	\$136.47	\$136.47
2	PLFCW3WBV2	Puck lights	1.00	\$19.95	\$39.90
1	CAP0645L	Havis 6" accessory pocket w/hinged lid & lock, 4.5" de	0.25	\$85.81	\$85.81
2	QWB144	TESSCO WAVE ANTENNA 1/4 BLACK 144-152 MHz	0.00	\$10.21	\$20.42
2	MB8U	TESSCO 3/4" BRASS NMO ANTENNA MOUNT	0.00	\$11.93	\$23.86
1	PSLABOR	Install supplied radar	1.50	\$0.00	\$0.00
1	PSLABOR	Install supplied radio	2.50	\$0.00	\$0.00
1	PSLABOR	Install watchguard 4RE	4.00	\$0.00	\$0.00
1	CGX	Havis Chargeguardselect	1.00	\$67.15	\$67.15
1	DSELL416	Havis Docking Station and LPS137 (90W Vehicle Pov	1.00	\$631.70	\$631.70
1	CHDM205	Havis 10" Heavy Duty Telescoping Pole, side mount, short handle	0.50	\$127.49	\$127.49
1	CMD204	Havis Tilt swivel motion device	0.50	\$54.13	\$54.13
1	CHDM304	Havis Heavy duty sliding top offset platform, 9" offset	0.50	\$32.16	\$32.16
1	FEF20DSKIT	Estes AWS storage box mount kit Ford PIU	0.00	\$202.44	\$202.44
1	SB38-000	Estes AWS storage box	0.50	\$658.54	\$658.54

Parts Total			\$7,102.31
Shop Supplies			\$248.58
Freight			\$370.00
Labor Total	28.00	\$75.00	\$2,100.00
GRAND TOTAL Each vehicle			\$9,820.89

Product lead time 5-6 weeks

A signed copy of this quote must be returned to acknowledge acceptance

Signature _____
 Printed Name _____
 Date _____

3E-a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
CITY OF WASHINGTON, MISSOURI TO ENTER INTO AN
AGREEMENT BETWEEN VIP PUBLIC SAFETY AND THE
CITY OF WASHINGTON, MISSOURI FOR THE PURCHASE, OUTFITTING
AND UPGRADING OF EQUIPMENT FOR THREE (3) 2021 FORD
PPV UTILITY PATROL VEHICLES

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute an agreement between VIP Public Safety and the City of Washington, Missouri for the purchase, outfitting and upgrading of equipment for three (3) 2021 Ford PPV Utility Patrol Vehicles.

A copy of said agreement is marked Exhibit "A" and is attached hereto and incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after the date of its passage and approval.

Passed: _____

ATTEST: _____

Approved: _____

ATTEST: _____

President of City Council

Mayor of Washington, Missouri

3E-a

EXHIBIT "A"

SALES CONTRACT

This Sales Contract, made and entered into this ____ day of _____, 2020, by and between VP Public Safety, St. Peters, MO., hereinafter referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the sole source provider furnishing equipment, outfitting and upgrades for three (3) 2021 Ford PPV Utility Patrol Vehicles:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City equipment, outfitting and upgrades for three (3) 2021 Ford PPV Utility Patrol Vehicles; in the manner set forth in the contract documents, for payment in the total sum of twenty-nine thousand, four hundred sixty-two dollars and sixty-seven cents (\$29,462.67).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and BidThis contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.
These documents are as fully a part of the contract as if attached hereto or repeated herein.
3. This agreement shall be construed or determined according to the laws of the State of MO.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first above written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor - Washington, MO.

ATTEST: _____
Deputy City Clerk

BE-A



November 24, 2020

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

RE: Recommendation – Use of Sourcewell Contract for the purchase of a Kubota


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. The new Kubota is in the 2020-2021 budget for \$23,000.

In analyzing our equipment needs, it was determined that the Landfill Department needs the Kubota for miscellaneous use around the landfill. As such, Staff found that the Sourcewell Contract #GM-062117 would give the City the best pricing for a Kubota Model RTV-X1100CWL-H with add-on's (Strobe Light, Seed Spreader, & Trailer Hitch), from Wayde's Equipment, Union MO for a selling price of \$20,136.36.

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
Washington MO

Concurrence:


Mary Sprung, Finance Manager

3F-a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM WAYDE'S EQUIPMENT OF UNION, UNION MO AND TO APPROVE THE PURCHASE OF A KUBOTA RTV-X1100CWL-H BY THE CITY OF WASHINGTON, MISSOURI.

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with Wayde's Equipment of Union, Union, MO in an amount totaling Twenty Thousand One Hundred Thirty Six Dollars and Thirty Six Cents (\$20,136.36) for the purchase of a Kubota RTV-X1100CWL-H with add-ons.

A copy of said sales contract is attached hereto and marked as "Exhibit A".

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after it's passage and approval.

PASSED: _____

ATTEST: _____
Deputy City Clerk

President of City Council

APPROVED: _____

ATTEST: _____
Deputy City Clerk

Mayor of Washington, Missouri

“Exhibit A”

SALES CONTRACT

This Sales Contract, made and entered into this _____ day of _____, 2020, by and between Wayde’s Equipment of Union 1218 W Springfield Ave, Union MO 63084, herein referred to as “Seller”, and the City of Washington, MO., a municipal corporation hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one Kubota as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one Kubota RTV-X1100CWL-H with add-ons for payment in the total sum of Twenty Thousand One Hundred Thirty Six Dollars and Thirty Six Cents (\$20,136.36).

The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
Deputy City Clerk

3F-a