

**COUNCIL WORKSHOP MEETING
MONDAY, MARCH 1, 2021 – 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 February 1, 2021 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

3. REPORT OF DEPARTMENT HEADS:

A. Administration Department –

a. Preference for Local Bidders (handout given at the meeting)

Discussion

B. Economic Development -

a. Bed & Breakfast Monitoring

Discussion

b. Lime Scooters

Discussion

C. Engineering Department -

a. 2021 Circle Drive Overlay Project

Discuss-send to Council

b. Solid Waste Update

Discussion

D. Fire Department -

a. Extrication Tool

Discuss-send to Council

b. Fire Apparatus Headsets

Discuss-send to Council

c. Fire Protection Service Agreement

Discuss-send to Council

E. Parks Department –

a. Sight Line Agreement Tree Removal

Discuss-send to Council

F. Water/Wastewater Department -

a. Amending Section 700.010 of the Code of the City of Washington

Discuss-send to Council

b. Amending Section 700.020 of the Code of the City of Washington

Discuss-send to Council

c. Amending Section 700.180 of the Code of the City of Washington

Discuss-send to Council

d. Amending Section 700.200 of the Code of the City of Washington

Discuss-send to Council

e. Amending Section 700.210 of the Code of the City of Washington

Discuss-send to Council

4. EXECUTIVE SESSION:

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

ROLL CALL VOTE

5. ADJOURNMENT:

POSTED ON CITY HALL NOTICE BOARD BY SHERRI KLEKAMP, CITY CLERK, FEBRUARY 26, 2021

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov.

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
FEBRUARY 1, 2021**

The Council Workshop Meeting held on Monday, February 1, 2021 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 Absent
		Greg Skornia Present
	Ward IV	Gretchen Pettet Present
		Joe Holtmeier Present

Also Present:	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Generalist	Shauna Pfitzinger
	Library Director	Nelson Appell
	Finance Manager	Mary Sprung
	Building Inspector	Tom Neldon
	Street Superintendent	Tony Bonastia
	Director of Public Services	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Emergency Management Director	Mark Skornia
	Fire Chief	Tim Frankenberg
	Police Chief	Ed Menefee

Approval of Minutes

A motion to approve the minutes from the January 4, 2021 Workshop meeting as presented made by Hidritch, seconded by Holtmeier passed without dissent.

Presentations

A. Utility Billing Code Revision Presentation -

Public Works Director John Nilges presented and discussed the proposed modifications for the Water Code Revision concerning Utility Billing. Discussions ensued regarding water shut-offs during the COVID-19 pandemic, automatic bill pay and deposits, and curb stops.

Councilmember Sullentrup discussed trash pickup during inclement weather.

Report of Department Heads

A. Building Department -

a. 2020 Building Report

After Building Inspector Tom Neldon discussed the report, a motion to forward to Council made by Holtmeier, seconded by Hidritch passed without dissent.

B. Engineering Department –

a. Front Street ADA Improvements Project

After Public Works Director John Nilges discussed the project, a motion to forward to Council made by Holtmeier, seconded by Hidritch passed without dissent. A brief discussion ensued regarding pavers.

C. Finance Department –

a. Computer Replacement Bids

To: Mayor and City Council

From: Mary Sprung

Date: February 1, 2021

Re: Computer Replacement Bids

In order to maintain the current level of operational output and to keep up with the City's 5-year computer replacement plan, I went out for bid for 50 new computers. Included in the 2021 budget, is \$50,000 to cover the cost of the computers plus any servers or other hardware needed in the year. At this time, I solicited bids from 3 vendors, two of which submitted a bid. I also did an online price comparison a third bid.

NOC Technology and Shi were the two companies that bid. NOC Technology price per computer was lower and their bid also included installation. Both companies bid included a 3-year next business day support and extended service agreement.

My recommendation is to purchase the machines from NOC Technology as they were the lowest and best bid obtained. Total cost for 50 new computers and installation is \$39,092.50.

As always, I am happy to answer any questions.

After Finance Director Mary Sprung discussed the purchase, a motion to forward to Council made by Holtmeier, seconded by Hidritch passed without dissent.

D. Fire Department –

a. Replacement & Installation of Garage Door Openers

January 27, 2021

Honorable Mayor and City Council

405 Jefferson Street

Washington, MO 63090

RE: Single Bid Garage Door Openers

Dear Honorable Mayor and City Council:

Attached you will find an ordinance to move forward with replacement of the Fire Department Headquarters garage door openers. This is an expense planned in the 2020-2021 annual budget.

The present door openers are original building equipment dating back to 1993. The service vendor indicated the openers have been out of production for some time and that parts are no longer available. The fire department has been moving remote opener capabilities to allow only certain doors to have remote capabilities due to parts being unavailable. It was recommended to replace the openers based on critical need and the inability to maintain these in the future.

This process of replacement has been delayed based on bidding. The budget estimates were under \$10,000.00, not requiring public bid. When the initial installation estimates were received, the cost would be over \$10,000.00. Based on the City of Washington Purchasing Policy, the project was publically advertised.

A single bid was received from Schaefer Door in an amount totaling Twelve Thousand One Hundred Thirty-Seven Dollars and Twenty Cents (\$12,137.20). This amount will be covered in the Building Maintenance Fund.

February 1, 2021

Based on the single bid and the department's past experience with Schaefer Door, the recommendation is to approve this bid and replace the Fire Headquarters garage door openers.
If you have any questions, please let me know.

Respectfully,
Tim Frankenberg, CFPS, CSP
Fire Chief

After Fire Chief Tim Frankenberg discussed the purchase, a motion to forward to Council made by Hidritch, seconded by Obermark passed without dissent.

E. Parks Department -

a. Discussion of 2021 Pool Fees

February 1, 2021

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

RE: 2021 Pool Fees

Honorable Mayor and City Council,

Attached you will find two documents related to pool fees. One is a rough estimate of pool revenue and expenses for 2021 along with some past attendance numbers and the other document is pool pricing survey results conducted by staff.

In the yellow box at the bottom of the Pool Fees Survey document, you will notice recommended 2021 pool rates. The committee worked diligently to consolidate the types of pool fees at the new pool for a simpler pricing structure, thus introducing one daily fee amount for all individuals, similar to other local pools. The committee anticipates a 30% increase in pool attendance at the new pool, if attendance is not limited due to COVID 19. These rates were recommended by the Parks & Recreation Commission during their meeting on January 27. I will review the attached documents during my Department Head report and plan to come to the February 16 City Council Meeting with a recommended ordinance revision.

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

Respectfully,

Wayne Dunker, CPRP, CPO

Director of Parks and Recreation

Parks and Recreation Wayne Dunker discussed estimated expenses and revenue, and pricing survey results conducted by staff for the 2021 pool season. Discussions ensued regarding pool fees, group passes and punch cards, and attendance limitations due to COVID-19.

Councilmember Skornia inquired about the Energy Efficiency Project and the talks of a Solar Field at the Airport. City Administrator Darren Lamb stated that it was not in the study of what the company recommended.

F. Street Department –

a. Self-Contained Leaf Vacuum

January 26, 2021

RE: Recommendation – Self-Contained Leaf Vacuum

Honorable Mayor and City Council

As you may be aware, before making a determination that a particular piece of equipment needs to be purchased, staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it has been determined that the 2002 Leaf Vacuum has exceeded its life span and is in need of replacement due to maintenance issues, condition, becoming outdated and worn from 18 years of service. The Street Department has budgeted for replacing the Leaf Vacuum in the 2020-2021 budget, for \$110,000.

I am recommending that the City of Washington go with Old Dominion Brush Company (ODB) (Sourcewell Contract #041217-ODB), under the Sourcewell Contract #105886, with Old Dominion Brush Company in the amount of

February 1, 2021

\$79,520.94 (which is under budget). We will sell the 2002 Model Leaf Vacuum on either the Government Surplus site or Purple Wave.

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

Concurrence: Mary Sprung, Finance Manager

After Street Superintendent Tony Bonastia discussed the purchase, a motion to forward to Council made by Holtmeier, seconded by Obermark passed without dissent.

Street Superintendent Tony Bonastia briefly discussed the chip brush pile at the Recycling Center.

Councilmember Skornia inquired about Commercial Tree Trimmers bringing their refuse in at the Recycling Center. Superintendent Tony Bonastia stated there some and are charged a minimal fee.

G. Water/Wastewater Department –

a. Repainting of Enduro & Clay Street Storage Tanks

January 27, 2021

To: Honorable Mayor and City Council

From: Kevin Quaethem, Public Works Superintendent

Subject: Cochran Proposal for the Repainting of Enduro and Clay Street Storage Tanks

Staff requested an RFQ for the repainting of the Enduro and Clay Street Water Storage Tanks. We received an RFQ from Donohue and Cochran. After reviewing, Cochran was chosen for the project. Staff had a meeting with Cochran to go over the scope of work and Cochran has come back with a proposal for Professional Design Services. Board of Public Works has approved and staff is asking for your approval to proceed.

Thank you,

Kevin Quaethem

Public Works Superintendent

After Public Works Director John Nilges discussed the purchase, a motion to forward to Council made by Hidritch, seconded by Holtmeier passed without dissent.

Adjournment

With no further business to discuss, a motion to adjourn made at 6:55 p.m. by Holtmeier seconded by Obermark passed without dissent.

February 1, 2021



February 16, 2021

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

RE: 2021 CIRCLE DRIVE OVERLAY PROJECT

Dear Mayor and City Council Members:

On February 5, 2021 the City received the following bids for this project:

NB West Contracting	\$ 283,820.15
KJ Unnerstall Construction Co.	\$ 285,577.00
Lamke Trenching & Excavating, Inc.	\$ 294,379.20
Jokerst Paving & Contracting, Inc.	\$ 297,667.60
Gershenson Construction	\$ 308,593.35
Pavement Solutions, LLC	\$ 309,285.33
Krupp Construction	\$ 376,976.25
<i>Engineer's Estimate</i>	<i>\$ 343,538.02</i>

Find in this packet an ordinance for your consideration that would allow the City to enter into a contract with N.B West Contracting Company in the amount of \$283,820.15. The contractor will have a May 31, 2021 completion date. The project includes milling for asphalt overlay including localized reconstruction, base repair, street apron, sidewalk, curb and gutter and ADA ramp construction.

Respectfully submitted,

John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT WITH N.B WEST CONTRACTING COMPANY FOR THE 2021 CIRCLE DRIVE OVERLAY PROJECT

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 execute an Agreement by and between N.B West Contracting Company and the City of Washington, Missouri. A copy of the agreement is attached and is marked as "Exhibit A".

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

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

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

PASSED: _____

ATTEST: _____

City Clerk

President of the City Council

APPROVED: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

"Exhibit A"
CONTRACT AGREEMENT
2021 CIRCLE DRIVE OVERLAY PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the CITY OF WASHINGTON, MISSOURI, party of the first part; hereinafter termed the "City", and **N.B West Contracting Company**, party of the second part, hereinafter termed in this agreement as the "Contractor".

WITNESSETH:

THAT WHEREAS, the City has caused to be prepared specifications and other contract documents for the work herein described, and has approved and adopted these contract documents and has invited proposals for the furnishing of materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this contract; and,

WHEREAS, the Contractor, in response to the invitation, submitted to the City in the manner and at the time specified, a proposal in accordance with the terms of the contract; and,

WHEREAS, the City has opened, examined and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, to its, his or their executors and administrators, as follows:

ARTICLE I: That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials required, and construct and complete in a good first class and workmanlike manner, the work as designated, described and required by the plan, specifications and proposals for construction of the improvement, all in accordance with the specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents from the contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the City.

Contractor shall provide (a) a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health

approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project. (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project. (c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a). (d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing City as a result of any violation of this section.

ARTICLE II: Specifically, the Contractor shall comply in all respects with the Anti-Discrimination Provisions.

ARTICLE III: In accordance with the provisions of Section 34.600 RSMo. the Contractor shall, upon execution of the Contract, execute and deliver to the City an affidavit in the form marked **Affidavit of Compliance with Section 34.600 RSMo** attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Contract void.

ARTICLE IV: That the Contractor shall be held to comply with all requirements of the Prevailing Wage Law of the State of Missouri, and shall forfeit as a penalty to the state, county, city and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded, one-hundred dollars (\$100.00) for each workman employed, for each working day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him.

ARTICLE V: Contractor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign the affidavit, attached hereto and made a part of this contract, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that

the subcontractor's employees are lawfully present in the United States.

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of Two Hundred Eighty-Three Thousand Eight Hundred Twenty dollars and Fifteen cents (\$283,820.15), for all work covered in the Base Proposal Bid.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

N.B WEST CONTRACTING COMPANY

CITY OF WASHINGTON
COUNTY OF FRANKLIN
STATE OF MISSOURI

By: _____
Contractor

Mayor

Title

City Clerk

30a



February 17, 2021

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

RE: Extrication Tool

Dear Honorable Mayor and City Council:

Attached you will find an ordinance to move forward with the purchase of a battery operated extrication tool. This is an expense itemized in the 2020/21 annual budget.

Alex Air Apparatus was the lone bidder after going out for public bid. The bid for a Hurst hydraulic combi extrication tool comes with two batteries and charger for \$11,875.00.

This is a budgeted item in the fire department capital budget. It is below the \$13,000 that was budgeted for this item. The Hurst tool will match the other one we currently own and operate in our fleet.

If you have any questions, please let me know.

Respectfully,

A handwritten signature in blue ink that reads 'Tim Frankenberg'.

Tim Frankenberg, CFPS, GSP
Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM ALEX AIR APPARATUS TO APPROVE THE PURCHASE FOR A HURST HYDRAULIC COMBI EXTRICATION TOOL

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 Alex Air Apparatus in an amount totaling Eleven Thousand Eight Hundred and Seventy-Five Dollars (\$11,875.00) for the purchase of a Hurst Hydraulic Combi Extrication Tool with 2 Batteries and 1 Charger. A copy of said bid is marked as 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 it's passage and approval.

Passed: _____

ATTEST: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

Exhibit A



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: info@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
1/15/21	

BILL TO
Washington FD

SHIP TO
Billy Hurt

			S.O. #	Promise Date	Terms	Sales Rep	
P.O.#	QTY	STOCK ORDER	PART NUMBER	DESCRIPTION		PRICE (Each)	PRICE (Extended)
				Hurst eDRAULIC Quote			
	1		273223000-9	Hurst eDRAULIC SC358EWXTCombi Tool with 2 9Ah Batteries and 1 Charger		\$11,875.00	\$11,875.00

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS
 WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

Authorized Signature of Approval

SHIPPING:	
SUB:	\$11,875.00
TAX:	
TOTAL:	\$11,875.00

30a



Washington Fire Department
200 E. Fourteenth Street, Washington, MO 63090

Phone 636-390-1020 www.washmo.gov

Professional Volunteer Service Since 1852



February 23, 2021

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

RE: Fire Apparatus Headsets

Dear Honorable Mayor and City Council:

Attached you will find an ordinance for the purchase of headsets for two fire engines and the heavy rescue squad. These are two-fold improvements in that these provide hearing protection for firefighters as well as an intercom to allow personnel to hear each other and radio traffic. This is an expense planned in the 2020-2021 annual capital budget and part of a phased approach to add headsets to all apparatus in the future.

A specification was drafted and request for bids was advertised. There were two bidders with three product brands that submitted bids. A committee reviewed the bids and realized this was a more involved project with the option of wired, wireless or a combination of both could be implemented. The committee had presentations from three vendors including David Clark, Firecom and SetCom. Based on the cost and features of David Clark, they were eliminated as a vendor.

The committee met with Macqueen Emergency and SetCom to evaluate the wired/wireless option. Multiple other fire departments from around the country were contacted as references for the products. Based on the input from other fire departments, the two brands faired equal with a recommendation to select a brand for the better support. The FireCom brand is supported and installed by Macqueen. They are the preferred installer systems in the area. The SetCom bid, though low, has not been used in the area and no distributors or installers are familiar with the product. Based on the bids and the vendors, it is recommended to proceed with the bid from Macqueen Emergency in Eureka, MO.

The recommendation is for the wired/wireless system. The total amount for the engines is \$13,071.26 (\$6535.63 x 2). The amount for the heavy rescue squad is \$7163.61. All are under budgeted amounts (\$7200 for each engine and \$8600 for rescue squad).

In addition to the annual budget, the ladder truck is required to have an intercom system from the turn table to the platform. This is required for the five year third party certification. The present system has been repaired multiple times and is no longer supported by the manufacturer. The product went out of production in 2008-2009 time frame. In addition to the budgeted item, as part of the equipment repair and maintenance, a new expanded system for the aerial and

3Db

integrated into the cab is being requested for \$8083.63. At this time, it is not believed a budget amendment is required.

Based on work and research completed, it is recommended to approve the Macqueen Emergency bid and purchase the first phase of the wired/wireless head set/intercom systems.

If you have any questions, please let me know.

Respectfully,



Tim Frankenberg, CFPS, CSP
Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BIDS FROM MACQUEEN
EMERGENCY FOR THE PURCHASE OF FIRECOM HEADSET
SYSTEMS FOR THE WASHINGTON FIRE DEPARTMENT

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 MacQueen Emergency for the purchase of FireCom Headset systems for two engines, the heavy rescue squad and aerial apparatus in the amount of \$28,318.50. A copy of said bids is marked as 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 it's passage and approval.

Passed: _____

ATTEST: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri



MacQueen Emergency
 18449 US Highway 66
 Eureka, MO 63025
 800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
 Attn: Accounts Payable
 200 E. 14th St.
 Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 14:03:55 (O)	Page 1
Account No WASHI005	Phone No 6363901020	Est No 01 002179
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: C005539 8126 SABER-FR RESCUE TRUC MS #: 32385-01
 Make: PI Model: 2019 SABER
 Is to have the following work done

INSTALL FIRECOM INTERCOM SYSTEM

ADDITIONAL DESCRIPTION:

- INSTALL 6 POSITION FIRECOM INTERCOM SYSTEM IN TRUCK WITH EXTERNAL ROOF MOUNTED ANTENNA.
 COMBINATION SYSTEM OF WIRED AND WIRELESS HEADSETS
 1- Driver - wired over the head FH-51 PTT headset with connection to the right of the driver and remote PTT within reach of the driver on the engine cover
 2-Officer - wired over the head FH-51 PTT headset with connection to the left of the officer and remote PTT within reach of the officer on the engine cover
 3-PS Forward facing outside SCBA seat - wired over the head FH-52 headset with connection to the right of the seat on the ceiling
 4- PS Forward facing inside SCBA seat - wired over the head FH-52 headset with connection to the right of the seat on the ceiling
 5- DS Forward facing inside SCBA seat - wired over the head FH-52 headset with connection to the left of the seat on the ceiling
 6- DS Forward facing outside SCBA seat - wireless convertible FHW505 handsfree headset hanging with charger to the left of the seat on the ceiling

Part#	Description	Qty	Price	Amount
FH-51	HEADSET, WIRED	2		
FH-52	HEADSET, WIRED	3		
FHW505	HEADSET, FC WLE	1		
108-0305-00	DM-1 PTT	2		
5100D	DIGITAL INTERCO	1		

VisitUsOnline
www.macqueengroup.com

3Db



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Emergency
18449 US Highway 66
Eureka, MO 63025
800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
Attn: Accounts Payable
200 E. 14th St.
Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 14:03:55 (O)	Page 2
Account No WASHI005	Phone No 6363901020	Est No 01 002179
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
WB505R	WIRELESS BASE S	1		
PR-73	HARRIS INTRFCE	1		
108-0678-00	HOOK, HEADSET	6		
108-0102-00	6C, CABLE 150FT	2		
107-0407-10	HEADSET MODULE	5		
114-0138-00	ANTENNA	1		
FRT	FREIGHT	1		

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES		

Parts: 4643.61
Labor: 2400.00
Miscellaneous: 120.00
TOTAL: 7163.61

Authorization: _____



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Emergency
18449 US Highway 66
Eureka, MO 63025
800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
Attn: Accounts Payable
200 E. 14th St.
Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 13:33:08 (O)	Page 1
Account No WASHI005	Phone No 6363901020	Est No 02 002177
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: C034983 8134 PIERCE SABER PUMPER MS #: 27715
Make: PI Model: 2014 PIERCE
Is to have the following work done

INSTALL FIRECOM INTERCOM SYSTEM

ADDITIONAL DESCRIPTION:

INSTALL 5 POSITION FIRECOM SYSTEM IN TRUCK WITH EXTERNAL
ROOF MOUNTED ANTENNA

COMBINATION SYSTEM OF WIRED AND WIRELESS HEADSETS

1- Driver - wired over the head FH-51 PTT headset with
connection to the right of the driver and remote PTT within
reach of the driver on the engine cover.

2-Officer - wired over the head FH-51 PTT headset with
connection to the left of the officer and remote PTT within
reach of the officer on the engine cover

3- PS Rear facing SCBA seat - wired over the head FH-52
headset with connection to the right of the seat on the
ceiling

4-PS Forward facing SCBA seat - wired over the head FH-52
headset with connection to the right of the seat on the
ceiling

5-DS Forward facing SCBA seat - wireless convertible FHW505
handsfree headset hanging with charger to the left of the
seat on the ceiling-

Part#	Description	Qty	Price	Amount
FH-51	HEADSET, WIRED	2		
FH-52	HEADSET, WIRED	2		
FHW505	HEADSET, FC WLE	1		
108-0305-00	DM-1 PTT	2		
5100D	DIGITAL INTERCO	1		
WB505R	WIRELESS BASE S	1		
PR-73	HARRIS INTRFCE	1		
108-0678-00	HOOK, HEADSET	5		

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**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Emergency
18449 US Highway 66
Eureka, MO 63025
800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
Attn: Accounts Payable
200 E. 14th St.
Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 13:33:08 (O)	Page 2
Account No WASHI005	Phone No 6363901020	Est No 02 002177
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
108-0102-00	6C, CABLE 150FT	2		
107-0407-10	HEADSET MODULE	4		
114-0138-00	ANTENNA	1		
FRT	FREIGHT	1		

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES		

Parts: 4267.63
Labor: 2160.00
Miscellaneous: 108.00
TOTAL: 6535.63

Authorization: _____



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Emergency
18449 US Highway 66
Eureka, MO 63025
800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
Attn: Accounts Payable
200 E. 14Th St.
Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 13:40:37 (O)	Page 1
Account No WASHI005	Phone No 6363901020	Est No 01 002178
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: C007611 8144 PIERCE SABER MS #: 23146-02
Make: PI Model: 2010 PIERCE
Is to have the following work done

INSTALL FIRECOM INTERCOM SYSTEM

ADDITIONAL DESCRIPTION:

INSTALL 5 POSITION FIRECOM INTERCOM SYSTEM IN TRUCK WITH EXTERNAL ROOF MOUNTED ANTENNA
COMBINATION OF WIRED AND WIRELESS HEADSETS
1-Driver - wired over the head FH-51 PTT headset with connection to the right of the driver and remote PTT within reach of the driver on the engine cover
2-Officer - wired over the head FH-51 PTT headset with connection to the left of the officer and remote PTT within reach of the officer on the engine cover
3- PS Rear facing SCBA seat - wired over the head FH-52 headset with connection to the right of the seat on the ceiling
4- PS Forward facing SCBA seat - wired over the head FH-52 headset with connection to the right of the seat on the ceiling
5-DS Forward facing SCBA seat - wireless convertible FHW505 handsfree headset hanging with charger to the left of the seat on the ceiling

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
FH-51	HEADSET, WIRED	2		
FH-52	HEADSET, WIRED	2		
FHW505	HEADSET, FC WLE	1		
108-0305-00	DM-1 PTT	2		
5100D	DIGITAL INTERCO	1		
WB505R	WIRELESS BASE S	1		
PR-73	HARRIS INTRFCE	1		
108-0678-00	HOOK, HEADSET	5		

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3Db



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Emergency
18449 US Highway 66
Eureka, MO 63025
800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
Attn: Accounts Payable
200 E. 14Th St.
Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 13:40:37 (O)	Page 2
Account No WASHI005	Phone No 6363901020	Est No 01 002178
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
108-0102-00	6C, CABLE 150FT	2		
107-0407-10	HEADSET MODULE	4		
114-0138-00	ANTENNA	1		
FRT	FREIGHT	1		

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES		

Parts: 4267.63
Labor: 2160.00
Miscellaneous: 108.00
TOTAL: 6535.63

Authorization: _____

3Db



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Emergency
18449 US Highway 66
Eureka, MO 63025
800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
Attn: Accounts Payable
200 E. 14th St.
Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 15:21:11 (O)	Page 1
Account No WASHI005	Phone No 6363901020	Est No 01 002180
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: C006775 8122 ARROW-XT, AERIAL, 85 MS #: 18846
Make: PI Model: ARROW-AERIAL
Is to have the following work done

INSTALL FIRECOM INTERCOM SYSTEM

ADDITIONAL DESCRIPTION:

INSTALL 7 POSITION FIRECOM INTERCOM SYSTEM IN TRUCK WITH EXTERNAL ROOF ANTENNA.

COMBINATION SYSTEM OF WIRED AND WIRELESS HEADSETS

1-Driver - wired over the head FH-51 PTT headset with connection to the right of the driver and remote PTT within reach of the driver on the engine cover

2-Officer - wired over the head FH-51 PTT headset with connection to the left of the officer and remote PTT within reach of the officer on the engine cover

3- PS Rear facing SCBA seat - wired over the head FH-52 headset with connection to the right of the seat on the ceiling

4-PS Forward facing SCBA seat - wired over the head FH-52 headset with connection to the right of the seat on the ceiling

5- DS Forward facing SCBA seat - wireless convertible FHW505 headset hanging with charger to the left of the seat on the ceiling

6-DS Rear facing SCBA seat - wireless convertible FHW505 headset hanging with charger to the left of the seat on the ceiling

7- Spare wireless - wireless convertible FHW505 headset hanging with charger to the left of the DS forward facing SCBA seat on the ceiling

Part#	Description	Qty	Price	Amount
FH-51	HEADSET, WIRED	2		
FH-52	HEADSET, WIRED	2		

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3Db



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Emergency
18449 US Highway 66
Eureka, MO 63025
800-283-7334

Ship To: SAME AS BELOW

Invoice To: WASHINGTON FIRE DEPARTMENT
Attn: Accounts Payable
200 E. 14th St.
Washington MO 63090

Branch 07 - EUREKA MO		
Date 02/24/2021	Time 15:21:11 (O)	Page 2
Account No WASHI005	Phone No 6363901020	Est No 01 002180
Ship Via	Purchase Order	
Tax ID No		
	Salesperson 230	

ESTIMATE EXPIRY DATE: 03/26/2021

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
FHW505	HEADSET, FC WLE	3		
108-0305-00	DM-1 PTT	2		
5100D	DIGITAL INTERCO	1		
WB505R	WIRELESS BASE S	1		
PR-73	HARRIS INTRFCE	1		
108-0678-00	HOOK, HEADSET	7		
108-0102-00	6C, CABLE 150FT	2		
107-0407-10	HEADSET MODULE	4		
114-0138-00	ANTENNA	1		
FRT	FREIGHT	1		

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SHOP SUPPLIES		

Parts: 5563.63
Labor: 2400.00
Miscellaneous: 120.00
TOTAL: 8083.63

Authorization: _____

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Washington Community Fire Protection District

P. O. Box 28, Washington, MO 63090

President/Chairman:
Donald C. Wildt
Directors:
Lester R. Brinker
Darrel W. Barrett
George G. Gerner
William L. Straatman
Secretary/Treasurer:
Linda Saunders

October 23, 2020

Honorable Mayor, City Council & Administrator
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

3Dc

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A FIRE PROTECTION SERVICE AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON COMMUNITY FIRE PROTECTION DISTRICT

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 Fire Protection Service Agreement by and between the City of Washington, Missouri and the Washington Community Fire Protection District, 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: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

EXHIBIT A

FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021 (to be effective as of the Effective Date set forth in Section 11 below) by and between Washington Community Fire Protection District, a Missouri fire protection district organized and existing under the laws of Missouri (hereinafter "Fire District") and the City of Washington, Missouri, a city of the third class organized and existing under the laws of Missouri (hereinafter "City").

WITNESSETH:

WHEREAS, the provisions of Sections 70.210 through 70.320, RSMo. empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and,

WHEREAS, the provisions of Chapter 77 RSMo. authorize the City to maintain a fire department; and,

WHEREAS, the provisions of Section 320.090 RSMo. authorize Missouri fire protection districts to enter into contracts with municipalities for the operation of a common service relating to the control and prevention of fire; and,

WHEREAS, the Fire District is desirous of securing fire protection and fire prevention service from the City for the term hereinafter set forth (each calendar year of the term is referred to herein as a "Service Year"); and,

WHEREAS, the Fire District has duly enacted and approved Resolution No. - _____ authorizing the Chairman and Secretary of the Board of Directors of the Fire District to execute this Agreement on behalf of the Fire District; and,

WHEREAS, the City has duly enacted and approved Ordinance No. _____ authorizing the Mayor to execute this Agreement on behalf of the City;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, IT IS AGREED by and between the parties hereto as follows:

Section 1. Contract for Service. The Fire District hereby contracts with the City, upon the terms and conditions hereinafter set forth, for the City to provide fire protection and fire protection services within the territorial limits of the Fire District.

Section 2. Services Provided. The City shall render to the Fire District fire protection, and related incidental services, including all ancillary administrative services

(hereinafter "Services"). The City, upon calls from any officer, official, employee, resident, person or alarm service within the territorial limits of the Fire District (regardless of whether such calls are made directly to the City or through a dispatching service), shall respond to the Fire District with such Services as are appropriate to the situation.

The Fire Chief of the City, or his authorized representatives, shall have exclusive authority, control and command of the City's equipment at all times while the same is within the territorial limits of the Fire District or outside the territorial limits while responding to a mutual aid request on behalf of the Fire District.

Section 3. Maintenance of Fire Protection Equipment.

The Fire District shall pay for, and replace Engine 8154 at the same times and with the same frequency as the City replaces its other fire-fighting equipment. Upon termination of this Agreement as provided herein, or upon retirement of the equipment at the end of its useful life, the City shall donate said equipment back to the Fire District. During the time that the equipment is in use the City shall be responsible for all costs of the repairs and or maintenance to the same. All vehicles and equipment titled to the City shall be insured and maintained by the City.

Section 4. Inspection and Response Reports. All reports concerning calls for service within the Fire District shall be made by the appropriate individual of the City in the same manner as for similar matters within the City. Such reports shall be kept on file with the City, and copies shall be available to the Fire District. City and Fire District shall meet from time to time, upon the request of either party, to evaluate and improve fire response times and to conduct strategic planning regarding service delivery.

Section 5. Maintenance of Mutual Aid Arrangements by the Fire District. The City will maintain such mutual aid arrangements and cooperate with such municipalities and fire districts, if any, throughout the continued term of this Agreement as may be necessary or appropriate to maintain a system of backup firefighting support for the City and the Fire District. The City shall assume all obligations of the Fire District arising by virtue of the fire protection mutual aid agreements the Fire District has or may in the future have with other political subdivisions, but only after approval by the City.

Section 6. City Representative. Throughout the continued existence of this Agreement, the City shall be entitled to designate one of its elected or appointed officials, appointed by the Mayor with the approval of the City Council, to serve as the City's liaison with the Fire District.

Section 7. Indemnity and Insurance. To the extent permitted by law, the City shall indemnify and save harmless the Fire District and its officials, employees and agents from (i) claims of negligent operation of the City equipment, (ii) acts or omissions of its officials, employees and agents in the rendering of service or failure to render service pursuant to this Agreement. This indemnification shall survive the termination of this

Agreement for any reason, as to those occurrences which happened or which have been alleged to have happened prior to such termination.

The City shall provide such workers' compensation and employer's liability insurance as may be required by law and shall maintain as a minimum at all times the public liability and property damage insurance coverage (risk and limits) as City maintains for itself; provided, however, that the public liability policy shall in any event have limits of at least \$2,000,000.00 for each occurrence involving death or bodily injury and \$2,000,000 for each occurrence involving property damage; provided further, however, that such minimum limits of liability may be satisfied in part by the City's commercial liability policy and in part by an umbrella liability policy maintained by the City. The City shall cause the Fire District (and its officials and employees when coverage is extended to City officials and its employees under the policies) to be included as an additional named insured in such policies of insurance. The City shall cause each of the insurer to issue a certificate to the Fire District evidencing coverage in compliance with this section and the fact that the Fire District (and where appropriate its officials and employees) is an additional named insured. The City shall provide the Fire District with prompt written notice of any change, suspension or termination of any such insurance coverage(s). The City shall cause all policies to contain a 30-day cancellation notice to all named insureds.

Section 8. Loss or Damage to Property. In case of loss or damage to equipment or other property of the City while within the Fire District or responding to a call for service on behalf of or within the Fire District, or returning therefrom, such loss or damage shall be borne by the responsible party.

Section 9. Engine House Location(s) Within Fire District. Contemporaneous with the execution hereof, the City and the Fire District shall enter into, and thereafter they shall abide by, all of the terms and conditions of a lease with regard to the City's use of the existing Fire District engine house at 6509 Highway YY and 7952 Highway KK (under construction), Washington, Missouri 63090. The parties agree that the following terms and conditions shall be incorporated into a separate lease with regard to the use of the engine houses by the City.

- (a) The City shall not pay rent to the Fire District for the use of the engine house facilities.
- (b) The Fire District shall be responsible for roof, capital improvements, landscaping, repairs, maintenance costs, and utility costs.
- (c) The City shall be permitted to erect a sign or other identifying characteristics on or about any facility leased from the Fire District.
- (d) The Fire District shall be required to maintain casualty insurance on the Fire District's facilities.

Section 10. Consideration. The Fire District shall pay to the City as an annual consideration for the Services to be provided by the City to the Fire District pursuant to this Agreement an annual charge (hereinafter “Annual Charge”) for each Service Year determined as follows:

- (a) Beginning with the calendar year 2021 the Fire District shall contribute an annual charge of 20% of the tax collected as of April 1 on all real estate, personal property, railroad and utility property located within the territory of the Fire District for City operations for the City Fire Department (the “Annual Charge”).
- (b) In addition the Fire District shall pay up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) to the City for capital improvements for the City’s Fire Department (the “Annual Contribution”).
- (c) On or before December 31, 2025, the Fire District shall contribute to the City the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) less the sum total of the Annual Contributions the Fire District has contributed to the City during the term of this Agreement.
- (d) The Annual Charge shall be paid within ten (10) days from receipt by the Fire District of the tax funds from the Franklin County Collector.
- (e) The Annual Contribution shall be paid within ten (10) days from receipt by the Fire District of an invoice from the City.
- (f) The Annual Charge and the Annual Contribution shall constitute the consideration paid by the Fire District to the City for Services hereunder, including in particular the fire protection service to be provided to the Fire District by the City and said funds shall be deposited to the credit of the City’s fire fund.

Section 11. Effective Date and Term.

- (a) The initial term of this Agreement shall commence on January 1, 2021 (the “Effective Date”) and end at midnight on December 31, 2025 Each calendar year of the term shall be considered a “Service Year” hereunder. At the end of the initial term, and at the end of such subsequent renewal term, this Agreement shall be automatically renewed for an additional term of five (5) year terms unless (i) either party elects to terminate this Agreement by giving the other party at least one (1) year’s advance written notice of termination, in which event this Agreement shall terminate at the expiration of the then current term; or (ii) this Agreement is terminated pursuant to any other provision set forth herein.

- (b) Notwithstanding anything else contained in this Agreement to the contrary, including the terms of subparagraph (a) above, either the City or the Fire District may, with or without cause, terminate this Agreement by providing the other party not less than one (1) year's advance written notice of termination, such termination to be effective at midnight of December 31 of the Service Year designated by either the City or the Fire District as the final Service Year, strict compliance with this notice requirement being of the essence of this Agreement. For purposes of this paragraph, the term "not less than one (1) year's advance written notice of termination" shall mean that either the City's or the Fire District's notice must be provided at least one (1) year prior to midnight of December 31 of the Service Year which the City or Fire District designates as the final Service Year.
- (c) This Agreement is intended by the parties to supersede and replace, and it shall have the effect of superseding and replacing, any existing agreement between the parties pertaining to the same subject matter (the "prior Agreement"). For purposes of clarification, the parties hereby confirm and acknowledge that the Prior Agreement shall be terminated as of the Effective Date of this Agreement.
- (d) Notwithstanding the aforesaid this Agreement may be terminated for any of the reasons described below by the respective parties as shown:

By the City:

- (i) If the Fire District fails to pay the consideration hereinabove agreed to within thirty (30) days after notice in writing from the City to the Chairman of the Board of the Fire District of any such failure; or
- (ii) If the Fire District violates any of its other agreements herein contained and if such violation continues for a period of thirty (30) days after notice in writing from the City to the Chairman of the Board of the Fire District of such violation.

By the Fire District

- (i) If the City violates any of its agreements herein contained and if such violation continues for a period of thirty (30) days after such notice in writing from the Fire District to the Mayor of the City of such violation; or
- (ii) If the City becomes insolvent or if it commits an act of bankruptcy or if a receiver is appointed for any of its properties pursuant to or in furtherance of any insolvency or bankruptcy proceedings or reorganizations; or

- (iii) If the City fails to render standards of service or of equipment at least equal to those rendered and maintained as the date of execution hereof.

In the event either entity decides to terminate the Agreement in accordance with any of the foregoing provisions of this subparagraph (d), the terminating party shall give written notice to the Chairman of the Board of Directors of the Fire District or the Mayor of the City (as the case may be), and the termination date shall be as specified by the terminating party in the notice. All payments contemplated in this Agreement shall be pro-rated to the date of termination.

- (e) In the event of a termination, whether by expiration of the then current term or otherwise, such termination shall not relieve either party from any obligation or liability to the other incurred prior to the effective date of such termination.
- (f) Notwithstanding the terms of subparagraph (a) above, the Fire District shall have the right during any Service Year to extend the then existing term of this Agreement one additional calendar year by giving City written notice of such extension at least thirty (30) days prior to the end of this Service Year and provided City so consents to such extension in writing.

Section 12. Participation in Community Events. The parties recognize that it is in their mutual interests, and will promote fire protection, fire prevention and public safety, for the City to participate in community events from time to time to improve public education and awareness and promote public good will. The City, acting through the Washington Volunteer Fire Company (the "Company"), agrees to participate in such community events as may be requested from time to time by the Fire District, provided that the Company's participation will not, in the Company's good faith opinion, adversely affect its ability to satisfy its responsibilities within the City's limits. If the Company determines that it cannot participate in any community event requested by the Fire District, the Company agrees to promptly provide the Fire District written notice of the reasons it cannot participate.

Section 13. Miscellaneous Provisions.

- (a) This Agreement is not to be interpreted or construed as being for the benefit of any third person.
- (b) The Fire District, by virtue of the Agreement, shall not be liable to any firefighter, official or employee of the City nor shall the City, by virtue of this Agreement, be liable to official, or employee of the Fire District, nor shall any personnel, firefighter, official, public safety officer or employee of either the City or the Fire District be considered for any purpose as firefighter, official, public safety officer, or employee of any political subdivision other than the one which he is regularly employed.

- (c) Whenever any reference in this Agreement is made to the “municipal limits” or “territorial limits of the City” or “within the City”, which reference shall be construed to mean the geographical area encompassed by the municipal boundaries of the City as they exist on the date on which this Agreement is fully executed by the parties or as they may exist in the future. Whenever any reference in this Agreement is made to the “Fire District limits”, “boundaries of the Fire District”, “territorial limits of the Fire District” or “within the Fire District”, which reference shall be construed to mean the geographical area encompassed by the boundaries of the Fire District as they exist on the date on which this Agreement is fully executed by the parties or as they may exist in the future.
- (d) All notices provided for by this Agreement shall be in writing and given as follows:
- (i) If to the Fire District, by personal delivery of the notice to any member of the Board of Directors of the Fire District, or by mailing the notice as set forth below;
 - (ii) If to the City, by personal delivery of the notice to the City Administrator, City Clerk or Mayor, or by mailing the notice as set forth below.
 - (iii) Notice may be given by mailing of the notice in the U.S. Mail, registered or certified mail, postage prepaid, addressed to the then presiding Chairman of the Board of Directors of the Fire District, or the then incumbent Mayor of the City, as the case may be, at the respective addresses shown below, or to the other address(es) as a party may provide in writing to the other party.

To the Fire District:

Washington Community Fire Protection District
Attn: Chairman
P.O. Box 28
Washington, Missouri 63090

To the City:

City of Washington
Attn: City Administrator
405 Jefferson Street
Washington, Missouri 63090

The notice shall be deemed received on the date of its actual receipt if actual delivery is utilized, and on the second business day following the date of mailing, if the U.S. Mail is utilized.

- (e) In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section or sections contained in this Agreement shall be held and declared to be invalid, unlawful or unconstitutional for any use by any court of competent jurisdiction, then it is hereby declared that the remaining portions and provisions of this Agreement shall remain unaffected thereby and shall remain in full force and effect, unless the ineffectiveness of such provision would result in such a material change as to cause the transactions contemplated hereby to be unreasonable.
- (f) The City Clerk of the City is hereby instructed to deliver to the Fire District a certified copy of the ordinance approving this Agreement. The Secretary of the Fire District Board of Directors is hereby instructed to deliver to the City a certified copy of the resolution approving this Agreement. The said City Clerk and the said Secretary are also instructed to file with their respective Insurance Services Offices a certified copy of the City's ordinance or the Fire District's resolution, as the case may be.
- (g) An executed copy of this Agreement shall be filed in any office in which it may be required to be filed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Chairman of the Board of Directors of the Washington Community Fire Protection District has affixed his or her signature on behalf of the Fire District and the Secretary has affixed his or her signature in attestation thereof and the Seal of the Fire District has been affixed hereto this ____ day of _____, 2021.

WASHINGTON COMMUNITY
FIRE PROTECTION DISTRICT

By: Donald C. Wildt
Chairman, Board of Directors

(SEAL)
ATTEST:

Secretary

IN WITNESS WHEREOF, the Mayor of the City of Washington has affixed her signature on behalf of the City and the City Clerk has affixed her signature in attestation thereof and the City Seal has been affixed hereto this ____ day of _____, 2021

CITY OF WASHINGTON

By: Sandy Lucy
Mayor

(SEAL)
ATTEST:

Sherri Klekamp, City Clerk



March 1, 2021

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

RE: Bid Recommendation – Sight Line Agreement Tree Removal bid

Honorable Mayor and City Council,

As you may be aware, the Parks & Recreation Department has been working with the Hummingbird Club to honor the Sight Line Agreement that was established in 2007. The Club has an Easement Deed with the City for removal of trees on City property in order for the Club maintain its sight line of the Missouri River.

Last fall the Club sent a letter requesting trees to be removed from the designated sight line area. After Josh Wargo, City Arborist, and I meet with the Club's representative to walk the area on several occasions, a bid document was developed and released. Four companies attended the mandatory pre-bid meeting and three companies submit bids. Bids were as follows: Dynamic Tree Service \$29,925.00, Craig's Tree Service LLC \$32,515.23, and Arbor Masters Tree & Landscape \$33,700.00

Staff recommends that City Council consider the approval of Dynamic Tree Service's bid in the amount of \$29,925.00 for the removal of 80 to 95 trees in the designated sight line easement area along the East Riverfront Trail.

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

Respectfully,

Wayne Dunker

Wayne Dunker, CPRP
Director of Parks & Recreation

3Ea

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING
THE EXECUTION OF A CONTRACT AGREEMENT BY
AND BETWEEN THE CITY OF WASHINGTON,
MISSOURI, AND DYNAMIC TREE SERVICE FOR THE
REMOVAL OF TREES IN A SIGHT LINE EASEMENT
AREA ALONG THE EAST RIVERFRONT TRAIL

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 Dynamic Tree Service, 1108 Parkside Drive, Washington, Missouri, 63090 in an amount totaling Twenty Nine Thousand Nine Hundred Twenty Five Dollars and Zero Cents (\$29,925.00) for the removal of 80-95 trees in a sight line easement area along the East Riverfront Trail. 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: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

3Ea

Exhibit A

Scope of Services

Contractor shall remove approximately 80 trees (minimum) and a maximum of 95 trees below the Hummingbird Club along the East Riverfront Trail and south bank of the Missouri River, per the City's Sight Line Agreement with the Hummingbird Club. The trees in these areas have grown tall enough and are blocking the view of the Missouri River from the Club's building on the south hillside. The Parks and Recreation Department will create working paths in the area so contractors can bring in equipment to the area. The project is weather dependent, as these paths are composed of dirt. Contractors shall stay on the paths, as much as possible, so vegetation is not disturbed. Care should be used when dropping trees to minimize damage to vegetation and trees that are remaining on the site. If selected remaining trees are damaged the contractor may be asked to remove the trees depending on severity of the damage. The Contractor shall remove 80 trees that are currently marked and may be asked to remove up to 15 more depending if trees are still blocking the sight line or if trees that were to remain on sight are damaged beyond the point of saving determined by the City's Arborist. Contractors should bid the project accordingly. Trees shall not be dropped on or across the Riverfront Trail. **Contractor will be responsible for any damage to the Riverfront Trail by equipment or fallen trees.** Contractors shall work with the Parks and Recreation Department to access the work site via the East Riverfront Trail. The trail will need to be partially closed on workdays.

Trees to be removed will be marked with a specific color of paint and symbol. Any woody debris up to 14 inches is acceptable to be chipped onsite and dispersed on the ground. Wood chips shall not be piled against remaining trees and vegetation. All other woody debris and materials must be removed at the contractor's expense.

Project to be completed by April 2, 2021.

Company Representative

Mayor – Washington, MO

City Clerk

3/16/21

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 700.010 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 700.010 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. The following Rules and Regulations shall govern and be enforced by the Board of Public Works against all persons using water furnished by the City water system:

1. All persons desiring to take water from the City shall make applications at its office, signing a register setting forth all purposes for which water may be used upon their premises, that they may be assessed according to the established rate.

2. The meter style shall be approved by the Water Department prior to installation. All meters shall be purchased initially by the consumer. After installation of all meters which are one (1) inch in size or smaller will be kept in repair by the City of Washington. However, the customer can be held responsible for damages to the meter resulting from negligence of persons using or occupying the premises. Under no circumstances shall the City be held liable for damage of property as a result of any defect, or damage to a meter from rupture due to freezing.

3. The City reserves the right to make taps, or give authorization that taps be made by qualified individuals. No taps or connections may be made by outside individuals without prior approval of the Board of Public Works or its agent.

4. Meters may be tested or repaired from time to time by representatives of the City Water Department. Said test or repairs shall be at the expense of the City.

5. The City reserves the right at any time, to shut off the water in their mains, for the purpose of making repairs or extensions, or for other purposes; and persons having boilers within their premises, not supplied by other sources, are hereby cautioned against collapse. Risk of damage in such case is hereby assumed by the consumer.

6. Water is to be used for normal purposes only, and where the use of hose is needed, the converting of same into fountains by the aid of frames, sticks or by any other than human support is strictly prohibited, except in case of lawn sprinkling which sprays the water through small crevices.

7. No owner, tenant or other person in charge of any premises provided with water connection shall negligently or willfully permit or commit any waste of water by leakage, useless or careless discharge or flow to prevent freezing of pipes or other fixtures; nor shall any person without first obtaining from the City a flat rate therefor and payment of such rate in advance, make use of any hose connection with the water system for sprinkling streets.

8. The City reserves the right to shut off the supply of water from any consumer at any time when, and so long as, the service pipe through which such consumer may be supplied or any meter or other part of such pipe may be out of order for the proper supply of water through same.

9. The Superintendent shall have the right and it shall be his/her duty to inspect meters and all other fixtures and appliances for the use of water whenever deemed

necessary by him/her or the City for the purpose of regulating such use, keeping an accurate account thereof and preventing waste, leakage, or other violations of the rules and regulations; and for such purpose it shall be the duty of the water consumers to allow the Superintendent access to their valves and meters at reasonable times and intervals; and for refusal to allow such access, upon order of the City, the water supply may be cut off and withheld from any person so refusing.

10. When in any case the supply of water is for any fault of a consumer being shut off under the provisions of any of the rules, regulations, laws or ordinances of the City, the City shall charge a reconnection fee of seventy five dollars (\$75.00) to be paid with other damages, if any, before turning the water on. Requests for turning on water received after 4:30 P.M. Monday through Friday, inclusive, will not be processed until the next business day.

11. The City demands that any break in a service pipe, from the curb box to the meter, be promptly repaired at the expense of the consumer.

12. A "premises connected to the City water system" is defined to include each separate unit within a multiple-unit facility. Where any combination of more than one (1) business and/or residence is located within a single building, each separate business or residence shall be defined as a separate unit; provided, however, that the home occupations, as defined in Section 400.045 of this Code, shall not be regarded as separate occupancies or units. Each such unit so defined shall be separately billed and shall pay for water on a separate basis, whether the water is metered through one (1)

meter for two (2) or more units, or through separate meters for each such unit within a multiple-unit facility..

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

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

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 700.020 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 700.020 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

No person shall install any water service pipe connecting with the water mains of the City at any points in the streets of the City from such water mains to the building served, unless such water service pipe is made or constructed in genuine Type K copper or high-density PVC pipe of one (1) continuous length or piece of copper/high-density PVC pipe without intermediate couplings, from the tap in the water main to the shutoff box. The water service from the shutoff box to the water meter shall be constructed of a continuous piece of genuine Type K copper or high-density PVC pipe. The curb valve is to be located directly across from the tap in the water main and at right angles to the City water main at the place of the tap. In the event of damage to the water service pipe due to cutting, stretching, or weakening in any manner, the same shall be replaced by a new genuine K copper or high-density PVC pipe in like manner of one (1) continuous piece from the tap to the shutoff box and by new Type K copper or high-density PVC pipe from the shutoff box to the water meter, unless otherwise authorized by the Water Department. All joints and connections for K copper or high-density PVC service lines shall be compression-type only. No galvanized fittings are permitted at any point in the

service line. At no time will solder joints be permitted on any underground service line. All high-density PVC pipe must contain tracing wire for the entire length of the pipe, and the tracing wire must be brought up to ground level of the curb box top. All high-density PVC pipe connections must have reinforcement tubes inserted into the pipe at the connection. The curb valve shall be Mueller inverted Minneapolis pattern or its equal. The curb box shall be Mueller Minneapolis pattern with top section one and one-fourth (1 1/4) inches in diameter, or its equal. The curb valve and box shall be the property of the owner or his/her agents and shall be kept in such condition by him/her so that access to the curb valve may be had at any time by representatives of the Water Department. All pipes shall be laid to a depth of not less than three (3) feet under the ground measured from the established grade of the street or alley. All service pipe shall be not less than three-fourths (3/4) inch at the time of installation. All service lines shall also have installed an approved valve on the inlet side of the meter at the immediate entry into the building or meter pit. Upon completion of installation of service lines, the City shall retain ownership of the service line from the main to the curb valve, including the curb valve, at the customer's property line, and the customer shall retain ownership of the service line from the curb valve to the meter.

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

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

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 700.180 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 700.180.E of the Code of the City of Washington, Missouri is hereby amended to read as follows:

E. Payment arrangements for delinquent accounts prior to shutoff must be approved by the Water Superintendent or the Finance Director following these guidelines:

1. At the customer request for a payment arrangement the customer must pay upon making the payment arrangement the current bill plus twenty percent (20%) of the past due amount plus any penalties and interest.
2. Upon the next month's bill due date (second month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.
3. Upon the next month's bill due date (third month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.
4. Upon the next month's bill due date (fourth month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.

5. Upon the next month's bill due date (fifth month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.

6. Upon the next month's bill due date (sixth month of payment arrangement), if the customer does not have a current deposit on the account, the customer will be required to pay the current bill plus the customer deposit in accordance with Section 700.230 or Section 700.235 and Section 705.210 or Section 705.215. The City will include the required deposit amount on the customer's utility bill.

7. If the customer fails to abide by the terms of the payment arrangement, the customer account will be subject to immediate service disconnect in accordance with Section 700.210.

8. If the customer signs up for automatic bill pay, all penalties, interest and reconnect fees will be waived. This waiver can only be applied for once per customer.

SECTION 2: Section 700.180 of the Code of the City of Washington, Missouri is hereby amended by adding thereto a new Section 700.180.F to read as follows:

F. Payment arrangements for delinquent accounts after shutoff must be approved by the Water Superintendent or the Finance Director following these guidelines:

1. At the customer request for a payment arrangement the customer must pay upon making the payment arrangement the current bill plus twenty percent (20%) of the past due amount plus any penalties, interest and reconnection fee.

2. Upon the next month's bill due date (second month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.

3. Upon the next month's bill due date (third month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.

4. Upon the next month's bill due date (fourth month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.

5. Upon the next month's bill due date (fifth month of payment arrangement), the customer must pay the current bill plus twenty percent (20%) of the remaining past due balance plus interest.

6. Upon the next month's bill due date (sixth month of payment arrangement), if the customer does not have a current deposit on the account, the customer will be required to pay the current bill plus the customer deposit in accordance with Section 700.230 or Section 700.235 and Section 705.210 or Section 705.215. The City will include the required deposit amount on the customer's utility bill.

7. If the customer fails to abide by the terms of the payment arrangement, the customer account will be subject to immediate service disconnect in accordance with Section 700.210.

8. If the customer signs up for automatic bill pay, all penalties, interest and reconnect fees will be waived. This waiver can only be applied for once per customer.

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: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 700.200 OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 700.200 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

- A. Any and all water and water-related services provided for residential, commercial, or industrial establishments located outside the corporate boundaries of the City of Washington, Missouri, shall be charged two hundred percent (200%) of the rates for all water and water-related services provided to all establishments residing within the City limits of Washington, Missouri.
- B. The aforesaid charges of two hundred percent (200%) of the rates for all water and water-related services provided to all establishments residing within the City limits of Washington, Missouri shall apply until annexation by the City of Washington of the property.

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

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

Passed: _____

ATTEST: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 700.210 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 700.210 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Water service shall be deemed to be furnished to both the occupant and owner of the premises receiving such service, and, except as otherwise provided in Subsection (B) of this Section, the City of Washington shall have power to sue the occupant or owner, or both, of such real estate in a civil action to recover any sums due for such service less any deposit that is held by the City for such service, plus a reasonable attorney's fee to be fixed by the court.

B. When the occupant is delinquent in payment for thirty (30) days, the City shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this Section to the contrary, when an occupant is delinquent more than ninety (90) days, the owner shall not be liable for sums due for more than ninety (90) days of service. Any notice of termination of service shall be sent to both the occupant and owner of the premises receiving such service.

C. In instances where several residences share a common water line, the owner of the real property upon which the residences sit shall be liable for water expenses.

D. The provisions of this Section shall not apply to unapplied-for utility services. As used in this Section, "unapplied-for utility services" means services requiring application by the property owner and acceptance of such application by the utility prior to the establishment of an account. The property owner is billed directly for the services provided, and, as a result, any delinquent payment of a bill becomes the responsibility of the property owner rather than the occupant.

E. Any user charges, connection fees, or other charges levied by the City of Washington shall, if not paid by the due date, become delinquent and shall bear interest from the date of delinquency until paid. If such charges become delinquent they shall be a lien upon any land within the City of Washington, Missouri so charged, upon the City Council of the City of Washington filing with the Recorder of Deeds of Franklin County, Missouri a notice of delinquency. The City Council shall file with the Recorder of Deeds a similar notice when the delinquent amounts, plus interest and any recording fees or attorneys' fees, have been paid in full. The lien hereby created may be enforced by suit or foreclosure.

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

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

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri