

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
 MONDAY, NOVEMBER 1, 2021 - 7:00 P.M.  
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<b><u>1. INTRODUCTORY ITEMS:</u></b>	<b><u>SUGGESTED COUNCIL ACTION</u></b>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the October 18, 2021 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda Including Consent Agenda</u>		
a. Collector’s Report Summary – July 2021		
b. Investment Report Summary – July 2021		
c. Change Order No. 1 & Final Payment Request – 2021 High Street Improvements Project, STP-6403(606)	Need Motion/Mayor	Memo
<b><u>2. PRIORITY ITEMS:</u></b> <b><u>Mayor’s Presentations, Appointments &amp; Re-Appointments</u></b>		
<b><u>3. PUBLIC HEARINGS:</u></b>		
<b><u>4. CITIZENS COMMENTS:</u></b>		
<b><u>5. UNFINISHED BUSINESS:</u></b>		
<b><u>6. REPORT OF DEPARTMENT HEADS:</u></b>		
a. Downtown Washington Street Improvement Plan	Discussion	
b. Telephone Analysis	Discussion	Memo
<b><u>7. ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance amending the Code of the City of Washington, Missouri by adding thereto a new Section 305.090.	Read &Int/Read/Vote/Mayor	Memo
b. An ordinance amending Section 600.020 of the Code of the City of Washington, Missouri relating to Sunday Alcohol Sales.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the City of Washington, Missouri to accept the bid from Dick Buss & Associates for the repair and maintenance of existing console furniture.	Read &Int/Read/Vote/Mayor	Memo
d. An ordinance accepting the proposal from SCS Engineers for Tier 2 NMOC Testing and Reporting at the Struckhoff Sanitary Landfill.	Read &Int/Read/Vote/Mayor	Memo

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|--|-----------------------------|------|
| e. An ordinance accepting the bid from American Electric and Data, Inc., New Melle, Missouri and to approve the purchase and installation of a 125kW Generator and Transfer Switch at City Hall and amend the 2022 Budget.       | Read &Int/Read/Vote/Mayor   | Memo |
| f. An ordinance accepting the bid from Eckelkamp Electric, Washington, Missouri and to approve the purchase and installation of a 100kW Generator and Transfer Switch at Fire Station Headquarters and amend the 2022 Budget.    | Read &Int/Read/Vote/Mayor   | Memo |
| g. An ordinance amending the 2021-2022 Budget for the period of October 1, 2021 through September 30, 2022, for the City of Washington, Missouri.  | Read &Int/Read/Vote/Mayor   | Memo |
| h. An ordinance authorizing and directing the City of Washington, Missouri to accept the bid from Americom for the purchase of a new Finance Copier.   | Read &Int/Read/Vote/Mayor   | Memo |
| i. An ordinance accepting the bids from American Electric & Data, Inc., New Melle, Missouri and to approve the purchase of electrical services for the City Auditorium and Old Pool Bathhouse and amend the 2022 Budget.         | Read &Int/Read/Vote/Mayor   | Memo |
| j. An ordinance accepting the bid from Oakley Fertilizer, St. Louis, Missouri and to approve the purchase of Bulk Rock Salt by the City of Washington, Missouri.   | Read &Int/Read/Vote/Mayor   | Memo |
| k. An ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Vandevanter Engineering for the Complete Rebuild of Westlink Lift Station.  | Read &Int/Read/Vote/Mayor   | Memo |
| l. An ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Coe Equipment Inc., for the purchase of an Upgraded Sewer Line Inspection Equipment.                              | Read &Int/Read/Vote/Mayor   | Memo |
| m. An ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Wayde's Equipment of Union, Missouri for the purchase of a 2021 Kubota SVL97-2HFC Skid Loader.                    | Read &Int/Read/Vote/Mayor   | Memo |
| n. An ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Wayde's Equipment of Union, Missouri for the purchase of a 2021 M6-141DTC-F 4WD Farm Tractor.                     | Read &Int/Read/Vote/Mayor   | Memo |
| o. An ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Sydenstricker Nobbe Partners for the purchase of a John Deere 244L-Four Wheel Drive Loader.                       | Read &Int/Read/Vote/Mayor   | Memo |
| p. An ordinance authorizing and directing the execution of lease agreement by and between the City of Washington, Missouri and Grace's Place Crisis Nursery, Inc., a Missouri Not for Profit Corporation.                        | Read &Int/Read/Vote/Mayor   | Memo |
| q. An ordinance approving a boundary adjustment for part SE ¼ NW ¼ Section 21, T44N, R1W of the 5 <sup>th</sup> PM in the City of Washington, Franklin County, Missouri.   | Read &Int/Read/Vote/Mayor   | Memo |
| r. A resolution approving the Issuance of Sales Tax Refunding Revenue Bonds, Series 2021 (Phoenix Center II Community Improvement District Project) by the Industrial Development Authority of the City of Washington, Missouri. | Read &Int/Second/Vote/Mayor | Memo |

**8. COMMISSION, COMMITTEE AND BOARD REPORTS:**

**9. MAYOR'S REPORT:**

- a. Employee Handbook Workshop Meeting, November 15, 2021, 6 p.m.

**10. CITY ADMINISTRATOR'S REPORT:**

- a. Reimbursement to Industrial Development Authority and Washington Civic Industrial Corporation      Approve/Mayor      Memo

**11. COUNCIL COMMENTS:**

**12. CITY ATTORNEY'S REPORT:**

- Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000).      Roll Call Vote

**13. INFORMATION:**

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. Leaf Pick Up
- g. Winter Storm Tips and Snow Removal

**14. ADJOURNMENT:**

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, OCTOBER 28, 2021

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov)

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, OCTOBER 18, 2021**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, October 18, 2021, at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Sandy Lucy	Present	
<b>Council Members: Ward I</b>	Steve Sullentrup	Present	
	Duane Reed	Present	
	<b>Ward II</b>	Mark Wessels	Present
	Mark Hidritch	Present	
<b>Ward III</b>	Jeff Patke	Present	
	Greg Skornia	Present	
<b>Ward IV</b>	Gretchen Pettet	Present	
	Joe Holtmeier	Present	

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Emergency Management Director	Mark Skornia
	Police Chief	Ed Menefee
	Fire Chief	Tim Frankenberg
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Finance Director	Mary Sprung

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

**Approval of Minutes:**

\* Approval of the Minutes from the October 4, 2021 Council Meeting

A motion to accept the minutes as presented made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

**Approval and Adjustment of Agenda:**

A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Pettet, seconded by Councilmember Holtmeier, passed without dissent.

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Re-Appointments:**

\* **Proclamation – Honoring Donald A. Hahne for 70 Years of Service**

*Honoring 70 Years of Service*

*Donald D. Hahne*

*Whereas, Donald D. Hahne joined the Washington Fire Department on September 28, 1951; served as Captain and Company Secretary from 1965 through 1967; Assistant Chief from 1967 to 1968; Chief from 1968 through 1981; and was voted Firefighter of the Year in 1984; and*

*Whereas, Donald D. Hahne served on the Fire Fighters Association of Missouri since 1955 and received the Phil Sayer Lifetime Achievement Award in 2012; and*

*Whereas, even though he has never been a member of the military, Donald D. Hahne is an honorary member of the American Legion as he has honored many veterans by playing taps at their funerals. He also plays taps for the City's Memorial Day Service, the Fire Fighters Association of Missouri Memorial Service in Kingdom City and Washington Fire Department's Memorial Service every year in October to honor fallen firefighters; and*

*Whereas, many people in and around Washington, Missouri know Donald D. Hahne as a Volunteer Firefighter and recognize his service with the Washington Fire Department; and*

*Whereas, the City of Washington desires to recognize and express its sincerest gratitude to one such individual who has so unselfishly given of his time and efforts in service to the public with his many years of involvement and who has done so with a caring heart and a thoughtful mind.*

*Now Therefore, I, Sandy Lucy, Mayor of Washington, Missouri do hereby extend my sincere congratulations to Donald D. Hahne for 70 years of service to the City of Washington Fire Department and speaking on behalf of the entire City Council and all our citizens, do hereby tender to him this Proclamation extending our deep appreciation and gratitude for his exemplary volunteer service in the City of Washington and the local community.*

*In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 18<sup>th</sup> day of October 2021.*

*Sandy Lucy*

*Mayor*

\* **Planning and Zoning Commission Appointment**

*October 8, 2021*

*To the City Council*

*City of Washington*

*Washington, Missouri*

*Dear Council Members:*

*I herewith submit for your approval the following for appointment to the Planning and Zoning Commission:*

*Mike Wood – term expiring April 2025*

*Respectfully submitted,*

*Sandy Lucy*

*Mayor*

A motion to accept and approve the appointment made by Councilmember Holtmeier, seconded by Councilmember Pettet, passed without dissent.

\* Police Department Reappointments

*October 11, 2021*

*City Council*

*City of Washington*

*Washington, Missouri*

*Dear Council Members:*

*I herewith submit for your approval the following for reappointment to the Police Department:*

		<i>TERM</i>
<i>NAME</i>	<i>APPOINTED</i>	<i>EXPIRES</i>
<i>Nolan Crawford Police Officer</i>	<i>Oct. 28, 2021</i>	<i>Oct. 28, 2022</i>
<i>Greg Garrett Police Officer</i>	<i>Nov. 03, 2021</i>	<i>Nov. 03, 2022</i>
<i>Casey Hill Police Officer</i>	<i>Nov. 03, 2021</i>	<i>Nov. 03, 2022</i>
<i>Charles Scheer Police Officer</i>	<i>Nov. 06, 2021</i>	<i>Nov. 06, 2022</i>
<i>Paul Pfeiffer Police Officer</i>	<i>Nov. 07, 2021</i>	<i>Nov. 07, 2022</i>

*Respectfully submitted,*

*Sandy Lucy*

*Mayor*

A motion to accept and approve the reappointments made by Councilmember Holtmeier, seconded by Councilmember Pettet, passed without dissent.

**PUBLIC HEARINGS**

\* Special Use Permit – 501 West Second Street

*October 11, 2021*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*RE: File No. 10-1001-Special Use Permit-501 W. Second*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on Monday, October 11, 2021 the above mentioned Special Use Permit was approved with a unanimous 9-0 vote in favor.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Maniaci:** Good Evening. Tonight on your agenda is another request for a short-term lodging or a vacation rental. Again, this is a Special Use Permit to allow any lodging that is less than 30 days. It is just outside of the new downtown district that we created so that is why they're going forward with the Special Use Permit tonight.

The property is R-2 Overlay, which allows for single-family and two-family residential uses. They're asking for the short-term lodging to allow for Airbnb's, VRBO's, anything less than 30 days.

You can see here, on the map these two yellow dots show additional short-term lodging, Airbnb's in the area. One just block to the north, one to the south. We think this is incidental to the surrounding properties and matches uses similar in the neighborhood so we are recommending approval of this. It does have, with it being a corner lot having street parking on two sides as well as parking in the rear with alley access.

This went to Planning and Zoning last week and they voted unanimously to approve the use.

**Mayor:** Any questions or comments?

**Pettet:** Communicated to the neighbors and nothing?

**Maniaci:** We sent the letters to everyone within 185 feet and I believe the applicant reached out on their own as well.

**Pettet:** Okay, perfect.

**Skornia:** Nobody, those are mostly older people that live in that development. Nobody had any...

**Maniaci:** Nobody came to Planning and Zoning and I received no phone calls.

**Skornia:** Thank you.

**Mayor:** Okay, so since this is a Public Hearing is there anyone who would like to address the Council on this item? You can come on up and state your name and address.

**Lisa Kimminau:** Okay, my name is Lisa Kimminau and I live at 523 Rhine River Lane. I am, me and my husband, are the ones that are wanting to purchase the property. We live very close to it.

The very first thing that I did was, I made sure that the next-door neighbor was okay with it. There was no way I was going to do it if she wasn't comfortable. She said absolutely, she said she did not have any problems with it.

I currently take care of the property there as well. I take care of all of the outside work for both units. It's two units so I take care of all of that.

I reached out to the neighbor even next door and then across the street and they didn't have any problems with it. You guys have any questions?

**Mayor:** Any questions?

**Lisa Kimminau:** Thank you.

**Mayor:** Thank you, Lisa. Is there anyone else who would like to address the Council?

With no further discussion, a motion to accept this item into the minutes made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

**Bill No. 21-12458, Ordinance No. 21-13410, an ordinance granting a Special Use Permit to utilize 501 West Second Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

### CITIZENS COMMENTS

\* None

### UNFINISHED BUSINESS

\* None

### REPORT OF DEPARTMENT HEADS

\* Electric for City Auditorium and Old Bathhouse

*October 18, 2021*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*RE: Bid Recommendation – Electric for City Auditorium and Old Bathhouse*

*Honorable Mayor and City Council,*

*As you may be aware, before making a determination that a particular item or piece of equipment should be replaced, staff will annually review and analyze it to determine the current condition and the need for replacement. As such, the Parks and Recreation Department identified the need to replace the electrical services at the City Auditorium and Old Pool Bathhouse in the Parks & Recreation Capital Improvement Fund in the 2021-2022 budget. Aluminum feeders, in lieu of copper, would be used to reduce costs. The \$55,850.00 for the project is over the \$45,000.00 budgeted. Staff is proposing to use a portion of the \$900,000.00 budgeted for the City Auditorium Improvements Project that is included in the 2025 Capital Improvement Sales Tax Fund to pay for the overage of \$10,850.00. If the overage amount were used, \$889,150.00 would be left in the City Auditorium Project.*

*Accordingly, the Parks and Recreation Commission and staff recommend that Council consider American Electric & Data, Inc. bids for new electrical services at the City Auditorium and Old Bathhouse in the amount of \$55,850.00, which is over the budgeted amount of \$45,000.00. A budget amendment would be in order for the remaining \$10,850.00 to be used from the Capital Improvement Sales Tax Fund – Buildings (540200) – Parks (21) – Auditorium Improvements Project funds, leaving \$889,150.00 remaining in the fund.*

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

*Respectfully,*

*Wayne Dunker, CPRP*

*Director of Parks & Recreation*

After discussion, a motion to accept this item into the minutes made by Councilmember Patke, seconded by Councilmember Pettet, passed without dissent.



\* Speaking at Public Meetings

City Administrator Darren Lamb and City Clerk Sherri Klekamp discussed the request to look into a policy for people registering with the City prior to a Public Hearing if they wanted to address the Council. Staff will contact neighboring Cities to see what their policies are.

**ORDINANCES/RESOLUTIONS**

**Bill No. 21-12459, Ordinance No. 21-13411, an ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and Sikich LLP to conduct the annual audit.**

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12460, Ordinance No. 21-13412, an ordinance accepting the bid from Byrne & Jones Construction and to approve the purchase of a Turf Infield at Ronsick Field by the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Patke.

After discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12461, Ordinance No. 21-13413, an ordinance approving Amendment No. 26 to the development plan for acquisition of an industrial tract commonly known as the Elmer C. Heidmann Industrial Park providing for the sale of Lot 18 to JB Capital Investments, LLC.**

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12462, Ordinance No. 21-13414, an ordinance authorizing and approving a loan to the Washington Missouri Redevelopment Corporation as evidenced by a Promissory Note and secured by a Deed of Trust on real property located in the County of Franklin, Missouri.**

The ordinance was introduced by Councilmember Skornia.

After discussion on approving the loan to the Washington Missouri Redevelopment Corporation and the development plan for acquisition of an industrial park, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12463, Ordinance No. 21-13415, an ordinance approving the development plan for acquisition of an industrial park to be known as the Richard Oldenburg Industrial Park and the purchase of land from Waterman Farms, Inc.**

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12464, Ordinance No. 21-13416, an ordinance approving a boundary adjustment for Kossmann's Southside Subdivision, Plat 3, in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

After discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12465, Ordinance No. 21-13417, an ordinance approving a boundary adjustment for part of Lot 1 and all of Lot 2 of Industrial Park No. 2 and part of U.S. Survey 1925, all in U.S. Survey 1925, Township 44 North, Range 1 West, in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

After discussion on the boundary adjustment, Quit Claim Deed and vacating a portion of Terry Lane, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12466, Ordinance No. 21-13418, an ordinance authorizing and directing the execution of a Quit Claim Deed by and between the City of Washington, Missouri and 801 Terry Lane, LLC.**

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**Bill No. 21-12467, Ordinance No. 21-13419, an ordinance vacating a portion of Terry Lane in the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

**COMMISSION, COMMITTEE AND BOARD REPORTS**

\* None

**MAYOR'S REPORT**

\* Franklin County Municipal League Dinner is this Wednesday at Jesuit Hall.

**CITY ADMINISTRATOR'S REPORT**

\* City staff is looking into doing an informational quarterly newsletter with the first edition being mailed the first part of January.

**COUNCIL COMMENTS**

\* None

**CITY ATTORNEY'S REPORT**

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 7:56 p.m. on the following roll call vote; Hidritch-aye, Holtmeier-aye, Reed-aye, Patke-aye, Skornia-aye, Pettet-aye, Wessels-aye, Sullentrup-aye.

The regular session reconvened at 8:43 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 8:43 p.m. by Councilmember Patke, seconded by Councilmember Pettet passed without dissent.

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of City Council

Passed: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor of Washington, Missouri

CITY OF WASHINGTON  
CITY COLLECTOR'S REPORT SUMMARY  
JULY 2021

	City Collector's Report				Adjusted Cash Position						
	CASH BALANCE AS OF 07/01/2021	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 07/31/2021	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 07/31/2021	LESS DEBT SERVICE RESERVE 2020-2021	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
<b>CASH FUNDS:</b>											
GENERAL FUND	1,948,035.11	1,003,552.25	(1,062,289.19)	1,889,298.17	(60,230.54)	(7,919.53)	1,821,148.10	2,030,263.23	0.00	(1,612,887.30)	2,238,524.03
LIBRARY FUND	289,741.49	12,251.36	(73,128.51)	228,864.34	(167,238.25)	(53,918.68)	7,707.41	0.00	0.00	0.00	7,707.41
VOLUNTEER FIRE FUND	2,040,548.65	2,328.14	(69,063.88)	1,973,812.91		(24,343.28)	1,949,469.63	0.00	0.00	0.00	1,949,469.63
VEHICLE & EQUIPMENT REPLACEMENT FUND	729,087.23	4,373.00	(4,840.00)	728,620.23		0.00	728,620.23	0.00	0.00	0.00	728,620.23
STORM WATER IMPROVEMENTS FUND	2,652,095.78	65,393.42	(17,038.11)	2,700,451.09		0.00	2,700,451.09	1,722,000.00	0.00	0.00	4,422,451.09
CAPITAL IMPROVEMENT SALES TAX FUND	1,545,528.10	232,220.77	(223,098.50)	1,554,650.37		0.00	1,554,650.37	0.00	0.00	0.00	1,554,650.37
TRANSPORTATION SALES TAX FUND	2,076,480.76	305,480.88	(240,538.11)	2,141,423.53		0.00	2,141,423.53	0.00	0.00	0.00	2,141,423.53
DEBT SERVICE - C.O.P. FUND	1,061,214.66	14,114.69	0.00	1,075,329.35	(1,853,338.39)	0.00	(778,009.04)	0.00	(1,773,200.00)	0.00	(2,551,209.04)
DOWNTOWN TIF RPA-1 FUND	950,639.40	205.30	0.00	950,844.70		0.00	950,844.70	0.00	0.00	0.00	950,844.70
FRONT & MAIN TIF RPA-3	81,083.34	68.06	0.00	81,151.40		0.00	81,151.40	0.00	0.00	0.00	81,151.40
RHINE RIVER TIF RPA-2 FUND	7,205.56	1.48	0.00	7,207.04		0.00	7,207.04	0.00	0.00	0.00	7,207.04
WATER FUND	1,258,130.35	237,491.28	(139,644.13)	1,355,977.50	(409,123.72)	0.00	946,853.78	0.00	(354,400.00)	(407,324.25)	185,129.53
SEWAGE TREATMENT FUND	571,753.34	250,781.31	(230,574.60)	591,960.05	(353,660.30)	0.00	238,299.75	0.00	(1,470,300.00)	(598,308.75)	(1,830,309.00)
SOLID WASTE FUND	4,223,649.91	215,539.82	(236,823.24)	4,202,366.49	(6,382,349.00)	0.00	(2,179,982.51)	0.00	0.00	(694,301.75)	(2,874,284.26)
PHOENIX CENTER II CID FUND	3,502.24	51,415.55	(50,901.40)	4,016.39		0.00	4,016.39	0.00	0.00	0.00	4,016.39
<b>TOTALS</b>	<b>\$ 19,438,695.92</b>	<b>\$ 2,395,217.31</b>	<b>\$ (2,347,939.67)</b>	<b>\$ 19,485,973.56</b>	<b>\$ (9,225,940.20)</b>	<b>\$ (86,181.49)</b>	<b>\$10,173,851.87</b>	<b>\$3,752,263.23</b>	<b>\$(3,597,900.00)</b>	<b>\$(3,312,822.05)</b>	<b>\$ 7,015,393.05</b>

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 5,127.58

  
DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

10/18/21  
DATE

①

15% = Fund Balance Reserved For General Operating Fund  
Resolution No. 11-10880

  
MARY J. SPRUNG, FINANCE DIRECTOR/CITY COLLECTOR/CITY TREASURER

10/14/2021  
DATE

25% = Fund Balance Reserved For Enterprise Fund  
(Water, Sewer and Solid Waste)

CITY INVESTMENT REPORT SUMMARY  
JULY 2021

City Investment Report									
	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN/(LOSS)	REVENUE	EXPENSE	SOLD/REINVESTED 10/01/20 - 09/30/21	ENDING ADJUSTED COST
<b>FIXED INCOME SECURITIES:</b>									
<b>GOVERNMENT BONDS:</b>									
FEDERAL HOME LOAN BANK BONDS	06/08/2021	2.125%	09/14/2029	\$ 243,123.40	3,880.04		-	\$ -	\$ 247,003.44
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/08/2023	\$ 501,868.80	311.71	-	-		\$ 502,180.51
<b>CERTIFICATES OF DEPOSITS:</b>									
CAPITAL ONE BANK USA NA CD	02/08/2017	2.300%	02/23/2022	\$ 243,504.00	(482.40)	-	-		\$ 243,021.60
KS STATE BANK CD	02/09/2018	2.450%	02/09/2023	\$ 53,900.70	(125.42)	104.71	-		\$ 53,775.28
ENERBANK USA CD	09/27/2019	1.950%	03/27/2023	\$ 117,486.02	(245.00)	182.71	-		\$ 117,241.02
STATE BANK OF INDIA CD	02/25/2019	3.050%	02/28/2024	\$ 257,616.00	(1,646.40)	-	-		\$ 255,969.60
<b>FOREIGN BONDS:</b>									
AID - UKRAINE	02/08/2017	1.471%	09/29/2021	\$ 1,002,270.40	(639.65)	-	-		\$ 1,001,630.75
<b>FIXED INCOME SECURITIES TOTALS:</b>				\$ 2,419,769.32	\$ 1,052.88	\$ 287.42	\$ -		\$ 2,420,822.20
<b>MONEY MARKET/CASH/SWEEP FUNDS:</b>									
US TREASURY NOTES		2.000%		\$ 9,118.88		-	-	287.42	\$ 9,406.30
FUNDS REDEEMD TO BANK ACCOUNT									
<b>TOTALS:</b>				\$ 2,428,888.20					\$ 2,430,228.50
AMERICAN DEPOSIT MANAGEMENT:	01/15/2021	0.150%		\$ 343,093.04	0.00	19.69	(1,078.00)		\$ 342,034.73
FIRST INTERNET BANK INDIANA CD	02/01/2021	0.650%	08/02/2022	\$ 245,000.00					\$ 245,000.00
FIVE POINTS BANK CD	02/01/2021	1.000%	02/02/2025	\$ 245,000.00					\$ 245,000.00
MIDLAND STATES BANK CD	02/01/2021	0.750%	02/02/2024	\$ 245,000.00					\$ 245,000.00
VISION BANK CD	06/30/2021	0.750%	06/23/2023	\$ 245,000.00					\$ 245,000.00
<b>TOTALS:</b>				\$ 1,323,093.04					\$ 1,322,034.73
<b>GRAND TOTALS:</b>				\$ 3,751,981.24	\$ (5.43)	\$ 287.42			\$ 3,752,263.23

ALLOCATIONS OF FUNDS:		
PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	530,263.23	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	-	
<b>TOTAL GENERAL FUND:</b>		\$ 2,030,263.23
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,722,000.00	
<b>TOTAL STORMWATER FUND:</b>		\$ 1,722,000.00
<b>TOTAL MARKET VALUE OF INVESTMENTS:</b>		\$ 3,752,263.23

NOTE: Market Value Adjustment done with annual audit adjustments in September.

  
DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

10/18/21  
DATE

  
MARY J. SPRUNG, FINANCE DIRECTOR/CITY TREASURER

10/14/21  
DATE



**CHANGE ORDER #1 & FINAL PAYMENT REQUEST**

NAME OF PROJECT: **2021 High Street Improvements Project, STP-6403(606)**

OWNER: City of Washington, Missouri

CONTRACTOR: Jokerst Paving & Contracting, Inc.

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price .....	\$ 597,150.57
Change Order #1.....	\$ 51,043.91
Final Contract Amount.....	\$ 648,194.48
Previous Payments.....	\$ 560,256.53
Final Payment Requested .....	\$ 87,937.95
Balance Remaining.....	\$ 0.00

**Accepted:**

**Approval:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

JOKERST PAVING & CONTRACTING, INC.

CITY OF WASHINGTON, MISSOURI:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**APPLICATION AND CERTIFICATION FOR PAYMENT**

PAGE ONE OF ONE PAGES

PROJECT: City of Washington, High Street Improvements  
 TO OWNER: City of Washington  
 405 Jefferson Street  
 Washington, MO 63090  
 FROM CONTRACTOR: VIA ARCHITECT:  
 Jokerst Paving & Contracting, Inc.  
 P.O. Box 637  
 Festus, MO 63028

APPLICATION NO: 3  
 PERIOD TO: 9/30/2021  
 PROJECT NOS: STP-6403(606)

Distribution to:

X	OWNER
	ARCHITECT
X	CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

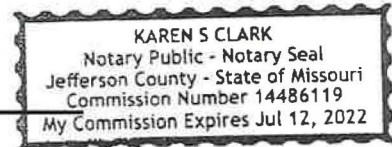
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 597,150.57 ✓
- 2. Net change by Change Orders \$ 51,043.91 ✓
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 648,194.48 ✓
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 634,406.00 ✓
- 5. RETAINAGE:
  - a. % of Completed Work \$0.00  
(Column D + E on G703)
  - b. % of Stored Material \$0.00  
(Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 634,406.00 ✓
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 534,062.13
- 8. CURRENT PAYMENT DUE \$ 80,343.87 ✓
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 13,788.48 ✓

CONTRACTOR: Jokerst Paving & Contracting, Inc.

By: [Signature] Date: 10/26/2021  
 State of: Missouri County of: Jefferson  
 Subscribed and sworn to before me this 26<sup>th</sup> day of October, 2021  
 Notary Public: [Signature]  
 My Commission expires: July 12, 2022



**OWNER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data application, the Architect certifies to the Owner that to the best of the edge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor \$560,256.53 ment of the AMOUNT CERTIFIED.

**\$560,256.53**  
**\$74,149.48**

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$75,416.87	(\$24,372.96)
TOTALS	\$75,416.87	(\$24,372.96)
NET CHANGES by Change Order	\$51,043.91	

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1c

PAY APPLICATION #3

Date From:	9/1/2021
Date To:	9/30/2021
Contractor:	Jokerst Paving & Contracting, Inc
Project Name:	City of Washington, High Street Improvements
Federal No.:	STP-6403(606)

	Description of Work	Units	(Change Ord) Scheduled Quantity	Scheduled Unit Price	Scheduled Total Cost	Quantity Completed			Amount Earned	
						Previous	This Period	To Date	This Period	To Date
1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	1	0	1	\$ -	\$ 40,000.00
<b>SWPPP ITEMS</b>										
2	Synthetic Erosion Control (Silt Fence)	LF	550	\$ 3.50	\$ 1,925.00	550	0	550.00	\$ -	\$ 1,925.00
<b>ROADWAY ITEMS</b>										
3	Remove Box Culverts (Sta 37+55 to 38+17)	LS	1	\$ 2,000.00	\$ 2,000.00	1	0	1.00	\$ -	\$ 2,000.00
4	Full Width Mill	SY	17130	\$ 2.30	\$ 39,399.00	17130	0	17130.00	\$ -	\$ 39,399.00
5	Asphalt Base Course, BP-1 Estimate 1"	TON	865.65	\$ 67.75	\$ 58,647.79	865.65	0	865.65	\$ -	\$ 58,647.79
New	Asphalt Indexing BP-1	LS	1	\$ 3,908.41	\$ 3,908.41	0	1	1.00	\$ 3,908.41	\$ 3,908.41
6	Asphalt Surface Course, BP-2 Estimate 2"	TON	1988.43	\$ 65.03	\$ 129,307.60	1953	35.43	1988.43	\$ 2,304.01	\$ 129,307.60
New	Asphalt Indexing BP-2	LS	1	\$ 9,405.27	\$ 9,405.27	0	1	1.00	\$ 9,405.27	\$ 9,405.27
7	Base Repair (6")	TON	202.27	\$ 180.00	\$ 36,408.60	124	78.27	202.27	\$ 14,088.60	\$ 36,408.60
New	Asphalt Indexing Base Repair	LS	1	\$ 913.25	\$ 913.25	0	1	1.00	\$ 913.25	\$ 913.25
8	Adjust Water Valves in Street	EA	14	\$ 100.00	\$ 1,400.00	14	0	14.00	\$ -	\$ 1,400.00
<b>STRIPING ITEMS</b>										
9	4" White Striping	LF	36	\$ 4.12	\$ 148.32	0	0	0.00	\$ -	\$ -
10	4" Double Yellow Striping	LF	109	\$ 4.12	\$ 449.08	0	0	0.00	\$ -	\$ -
11	12" White Striping	LF	820	\$ 4.12	\$ 3,378.40	0	0	0.00	\$ -	\$ -
12	24" White Stop Bar Striping	LF	97	\$ 8.24	\$ 799.28	0	0	0.00	\$ -	\$ -
<b>CONCRETE ITEMS</b>										
13	Curb and Gutter R/R	LF	1236	\$ 33.50	\$ 41,406.00	936	300	1236.00	\$ 10,050.00	\$ 41,406.00
14	Concrete Vertical Curb R/R	LF	50	\$ 33.00	\$ 1,650.00	50	0	50.00	\$ -	\$ 1,650.00
New	Variable Height Concrete Wall (Curb)	LF	338	\$ 56.00	\$ 18,928.00		338	338.00	\$ 18,928.00	\$ 18,928.00
15	Precast Concrete Parking Curb Stop	LF	0	\$ 110.00	\$ -	0	0	0.00	\$ -	\$ -
16	Driveway R/R (6" Thick)	SF	3300.5	\$ 8.10	\$ 26,734.05	2609	691.5	3300.50	\$ 5,601.15	\$ 26,734.05
17	Reinforced Concrete Driveway #4 rebar 12" o.c. grid pattern with 3" cover	SF	1910.5	\$ 10.00	\$ 19,105.00	1770	140.5	1910.50	\$ 1,405.00	\$ 19,105.00
18	Driveway R/R Match Existing (Sta 14+37 to 14+55)	SF	836	\$ 9.20	\$ 7,691.20	738	98	836.00	\$ 901.60	\$ 7,691.20
19	Street Apron R/R (8" Thick)	SF	2272.5	\$ 6.50	\$ 14,771.25	2272.5	0	2272.50	\$ -	\$ 14,771.25
20	5' Wide Concrete Sidewalk (4" Thick)	SF	11560	\$ 6.30	\$ 72,828.00	11440	120	11560.00	\$ 756.00	\$ 72,828.00
21	ADA Access Ramps	SF	3523	\$ 10.00	\$ 35,230.00	3523	0	3523.00	\$ -	\$ 35,230.00
New	5th Street ADA Island Removals, Anchor of ADA Panels, Grout Surface	EA	1	\$ 2,226.39	\$ 2,226.39	0	0.75	0.75	\$ 1,669.79	\$ 1,669.79
<b>UTILITY ITEMS</b>										
22	Adjust Inlets and Manholes in Sidewalk	EA	5	\$ 900.00	\$ 4,500.00	5	0	5.00	\$ -	\$ 4,500.00
23	Replace Existing DCI with Double Catch Basin Inlet Structure	EA	0	\$ 4,700.00	\$ -	0	0	0.00	\$ -	\$ -
24	Replace Existing Grated Inlet with Double Catch Basin Inlet Structure	EA	3	\$ 4,900.00	\$ 14,700.00	3	0	3.00	\$ -	\$ 14,700.00
New	Sidewalk Bridge	EA	1	\$ 1,868.39	\$ 1,868.39	0	1	1.00	\$ 1,868.39	\$ 1,868.39
25	24" Reinforced Concrete Pipe, Tie into Ex. 48" CMP with Concrete Collar	LF	12	\$ 185.00	\$ 2,220.00	12	0	12.00	\$ -	\$ 2,220.00
26	36" Reinforced Concrete Pipe	LF	6	\$ 300.00	\$ 1,800.00	6	0	6.00	\$ -	\$ 1,800.00
27	36" HDPE Pipe, Remove Existing and Replace	LF	0	\$ 95.00	\$ -	0	0	0.00	\$ -	\$ -
<b>SITWORK ITEMS</b>										
28	Sidewalk Trench Drain	LF	20	\$ 144.96	\$ 2,899.20	15	0	15.00	\$ -	\$ 2,174.40
29	Small Block Retaining Wall	SF	377	\$ 50.00	\$ 18,850.00	355	22	377.00	\$ 1,100.00	\$ 18,850.00
30	Mailbox Relocation	EA	6	\$ 200.00	\$ 1,200.00	6		6.00	\$ -	\$ 1,200.00
31	Grading, Seed, and Straw	LS	1	\$ 12,500.00	\$ 12,500.00	0.85	0.1	0.95	\$ 1,250.00	\$ 11,875.00
<b>SIGN ITEMS</b>										
32	Bike Route Signs and Poles	EA	18	\$ 154.50	\$ 2,781.00	0	0	0.00	\$ -	\$ -
33	Sign Post 10 Feet Long	EA	21	\$ 154.50	\$ 3,244.50	0	0	0.00	\$ -	\$ -
34	Relocate Existing Signs	EA	7	\$ 154.50	\$ 1,081.50	0	0	0.00	\$ -	\$ -
<b>TRAFFIC CONTROL ITEMS</b>										
35	Channelizers	EA	100	\$ 20.60	\$ 2,060.00	100	0	100.00	\$ -	\$ 2,060.00
36	ROAD WORK AHEAD (W20-1) Sign 48" x 48"	EA	2	\$ 128.75	\$ 257.50	2	0	2.00	\$ -	\$ 257.50
37	BE PREPARED TO STOP (W3-4) Sign 48" x 48"	EA	2	\$ 128.75	\$ 257.50	2	0	2.00	\$ -	\$ 257.50
38	Flagger Symbol Sign (W20-7a) 48" x 48"	EA	4	\$ 128.75	\$ 515.00	4	0	4.00	\$ -	\$ 515.00
39	Mobile Lane Closure, Flaggers	EA	2	\$ 4,400.00	\$ 8,800.00	2	0	2.00	\$ -	\$ 8,800.00
								<b>\$ 648,194.48</b>		<b>\$ 74,149.48</b>
								<b>\$ 634,006.00</b>		

Original Contract Sum	\$ 597,150.57
Revised Contract Sum	\$ 648,194.48
Percentage Complete to Date	98%
Total Amount Earned to Date	\$ 634,006.00
Less Pay Application 1	\$ (20,000.00)
Less Pay Application 2	\$ 540,256.53
<b>Amount Due This Estimate</b>	<b>\$ 80,343.87</b>
	<b>\$ 74,149.48</b>



**APPLICATION AND CERTIFICATION FOR PAYMENT**

PAGE ONE OF ONE PAGES

PROJECT: City of Washington, High Street Improvements

TO OWNER: City of Washington  
405 Jefferson Street  
Washington, MO 63090

APPLICATION NO: 4 (FINAL)

X	OWNER
	ARCHITECT
X	CONTRACTOR

PERIOD TO: 10/31/2021

FROM CONTRACTOR: VIA ARCHITECT:  
Jokerst Paving & Contracting, Inc.  
P.O. Box 637  
Festus, MO 63028

PROJECT NOS: STP-6403(606)

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

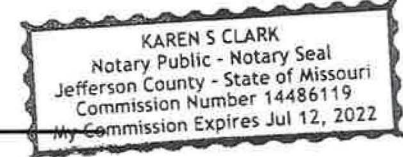
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 597,150.57
2. Net change by Change Orders	\$ 51,043.91
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 648,194.48
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 648,194.48
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	\$0.00
b. _____ % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 648,194.48
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 634,406.00
8. CURRENT PAYMENT DUE	\$ 13,788.48
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	0.00

CONTRACTOR: Jokerst Paving & Contracting, Inc.

By: [Signature] Date: 10/26/2021

State of: Missouri County of: Jefferson  
Subscribed and sworn to before me this 26th day of October, 2021  
Notary Public: [Signature]  
My Commission expires: July 12, 2022



**OWNER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$75,416.87	(\$24,372.96)
TOTALS	\$75,416.87	(\$24,372.96)
NET CHANGES by Change Order	\$51,043.91	

1c

PAY APPLICATION #4 (FINAL)

Date From:	10/1/2021
Date To:	10/31/2021
Contractor:	Jokerst Paving & Contracting, Inc
Project Name:	City of Washington, High Street Improvements
Federal No.:	STP-6403(606)

	Description of Work	Units	(Change Ord) Scheduled Quantity	Scheduled Unit Price	Scheduled Total Cost	Quantity Completed			Amount Earned	
						Previous	This Period	To Date	This Period	To Date
1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	1	0	1	\$ -	\$ 40,000.00
	SWPPP ITEMS									
2	Synthetic Erosion Control (Silt Fence)	LF	550	\$ 3.50	\$ 1,925.00	550	0	550.00	\$ -	\$ 1,925.00
	ROADWAY ITEMS									
3	Remove Box Culverts (Sta 37+55 to 38+17)	LS	1	\$ 2,000.00	\$ 2,000.00	1	0	1.00	\$ -	\$ 2,000.00
4	Full Width Mill	SY	17130	\$ 2.30	\$ 39,399.00	17130	0	17130.00	\$ -	\$ 39,399.00
5	Asphalt Base Course, BP-1 Estimate 1"	TON	865.65	\$ 67.75	\$ 58,647.79	865.65	0	865.65	\$ -	\$ 58,647.79
New	Asphalt Indexing BP-1	LS	1	\$ 3,908.41	\$ 3,908.41	1	0	1.00	\$ -	\$ 3,908.41
6	Asphalt Surface Course, BP-2 Estimate 2"	TON	1988.43	\$ 65.03	\$ 129,307.60	1988.43	0	1988.43	\$ -	\$ 129,307.60
New	Asphalt Indexing BP-2	LS	1	\$ 9,405.27	\$ 9,405.27	1	0	1.00	\$ -	\$ 9,405.27
7	Base Repair (6")	TON	202.27	\$ 180.00	\$ 36,408.60	202.27	0	202.27	\$ -	\$ 36,408.60
New	Asphalt Indexing Base Repair	LS	1	\$ 913.25	\$ 913.25	1	0	1.00	\$ -	\$ 913.25
8	Adjust Water Valves in Street	EA	14	\$ 100.00	\$ 1,400.00	14	0	14.00	\$ -	\$ 1,400.00
	STRIPING ITEMS									
9	4" White Striping	LF	36	\$ 4.12	\$ 148.32	0	36	36.00	\$ 148.32	\$ 148.32
10	4" Double Yellow Striping	LF	109	\$ 4.12	\$ 449.08	0	109	109.00	\$ 449.08	\$ 449.08
11	12" White Striping	LF	820	\$ 4.12	\$ 3,378.40	0	820	820.00	\$ 3,378.40	\$ 3,378.40
12	24" White Stop Bar Striping	LF	97	\$ 8.24	\$ 799.28	0	97	97.00	\$ 799.28	\$ 799.28
	CONCRETE ITEMS									
13	Curb and Gutter R/R	LF	1236	\$ 33.50	\$ 41,406.00	1236	0	1236.00	\$ -	\$ 41,406.00
14	Concrete Vertical Curb R/R	LF	50	\$ 33.00	\$ 1,650.00	50	0	50.00	\$ -	\$ 1,650.00
New	Variable Height Concrete Wall (Curb)	LF	338	\$ 56.00	\$ 18,928.00	338	0	338.00	\$ -	\$ 18,928.00
15	Precast Concrete Parking Curb Stop	LF	0	\$ 110.00	\$ -	0	0	0.00	\$ -	\$ -
16	Driveway R/R (6" Thick)	SF	3300.5	\$ 8.10	\$ 26,734.05	3300.5	0	3300.50	\$ -	\$ 26,734.05
17	Reinforced Concrete Driveway #4 rebar 12" o.c. grid pattern with 3" cover	SF	1910.5	\$ 10.00	\$ 19,105.00	1910.5	0	1910.50	\$ -	\$ 19,105.00
18	Driveway R/R Match Existing (Sta 14+37 to 14+55)	SF	836	\$ 9.20	\$ 7,691.20	836	0	836.00	\$ -	\$ 7,691.20
19	Street Apron R/R (8" Thick)	SF	2272.5	\$ 6.50	\$ 14,771.25	2272.5	0	2272.50	\$ -	\$ 14,771.25
20	5' Wide Concrete Sidewalk (4" Thick)	SF	11560	\$ 6.30	\$ 72,828.00	11560	0	11560.00	\$ -	\$ 72,828.00
21	ADA Access Ramps	SF	3523	\$ 10.00	\$ 35,230.00	3523	0	3523.00	\$ -	\$ 35,230.00
New	5th Street ADA Island Removals, Anchor of ADA Panels, Grout Surface	EA	1	\$ 2,226.39	\$ 2,226.39	0.75	0.25	1.00	\$ 556.60	\$ 2,226.39
	UTILITY ITEMS									
22	Adjust Inlets and Manholes in Sidewalk	EA	5	\$ 900.00	\$ 4,500.00	5	0	5.00	\$ -	\$ 4,500.00
23	Replace Existing DCI with Double Catch Basin Inlet Structure	EA	0	\$ 4,700.00	\$ -	0	0	0.00	\$ -	\$ -
24	Replace Existing Grated Inlet with Double Catch Basin Inlet Structure	EA	3	\$ 4,900.00	\$ 14,700.00	3	0	3.00	\$ -	\$ 14,700.00
New	Sidewalk Bridge	EA	1	\$ 1,868.39	\$ 1,868.39	1	0	1.00	\$ -	\$ 1,868.39
25	24" Reinforced Concrete Pipe, Tie into Ex. 48" CMP with Concrete Collar	LF	12	\$ 185.00	\$ 2,220.00	12	0	12.00	\$ -	\$ 2,220.00
26	36" Reinforced Concrete Pipe	LF	6	\$ 300.00	\$ 1,800.00	6	0	6.00	\$ -	\$ 1,800.00
27	36" HDPE Pipe, Remove Existing and Replace	LF	0	\$ 95.00	\$ -	0	0	0.00	\$ -	\$ -
	SITWORK ITEMS									
28	Sidewalk Trench Drain	LF	20	\$ 144.96	\$ 2,899.20	15	5	20.00	\$ 724.80	\$ 2,899.20
29	Small Block Retaining Wall	SF	377	\$ 50.00	\$ 18,850.00	377	0	377.00	\$ -	\$ 18,850.00
30	Mailbox Relocation	EA	6	\$ 200.00	\$ 1,200.00	6	0	6.00	\$ -	\$ 1,200.00
31	Grading, Seed, and Straw	LS	1	\$ 12,500.00	\$ 12,500.00	0.95	0.05	1.00	\$ 625.00	\$ 12,500.00
	SIGN ITEMS									
32	Bike Route Signs and Poles	EA	18	\$ 154.50	\$ 2,781.00	0	18	18.00	\$ 2,781.00	\$ 2,781.00
33	Sign Post 10 Feet Long	EA	21	\$ 154.50	\$ 3,244.50	0	21	21.00	\$ 3,244.50	\$ 3,244.50
34	Relocate Existing Signs	EA	7	\$ 154.50	\$ 1,081.50	0	7	7.00	\$ 1,081.50	\$ 1,081.50
	TRAFFIC CONTROL ITEMS									
35	Channelizers	EA	100	\$ 20.60	\$ 2,060.00	100	0	100.00	\$ -	\$ 2,060.00
36	ROAD WORK AHEAD (W20-1) Sign 48" x 48"	EA	2	\$ 128.75	\$ 257.50	2	0	2.00	\$ -	\$ 257.50
37	BE PREPARED TO STOP (W3-4) Sign 48" x 48"	EA	2	\$ 128.75	\$ 257.50	2	0	2.00	\$ -	\$ 257.50
38	Flagger Symbol Sign (W20-7a) 48" x 48"	EA	4	\$ 128.75	\$ 515.00	4	0	4.00	\$ -	\$ 515.00
39	Mobile Lane Closure, Flaggers	EA	2	\$ 4,000.00	\$ 8,000.00	2	0	2.00	\$ -	\$ 8,000.00
					\$ 648,194.48				\$ 13,788.48	\$ 648,194.48

Original Contract Sum	\$ 597,150.57
Revised Contract Sum	\$ 648,194.48
Percentage Complete to Date	100%
Total Amount Earned to Date	\$ 648,194.48
Less Pay Application 1	\$ (20,000.00)
Less Pay Application 2	\$540,256.53
Less Pay Application 3	\$74,149.48
Amount Due This Estimate	\$ 13,788.48



October 26, 2021

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

**RE: 2021 High Street Improvements Project, STP-6403(606)**

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 1 and the Final Pay Request for this construction project. The overall contract amount has been increased by \$51,043.91 as shown in Change Order #1. The delay in City receipt of authorization to provide the contractor's notice to proceed delayed the project start and asphalt costs increased between December 2020 and September 2021 when asphalt was placed. The asphalt index increase cost is \$14,226.93. Additional base repair, taller concrete wall, retaining wall, driveway removal and replacement and curb and gutter construction contribute to the remaining change order items. The total project cost of \$648,194.48. MoDOT will participate in 68% of the funding of this construction project.

Respectfully submitted,

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

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

## Downtown Washington Street Improvement Plan

### Goals of the Plan:

1. Leverage local transportation tax dollars by applying for applicable federal STP grants
2. ADA compliance / remove trip hazards for pedestrians
3. Street / drainage improvements
4. Maximize aesthetics of our downtown area
5. Limit disruption to visitors, residents, and businesses

### Front Street – 2 Projects

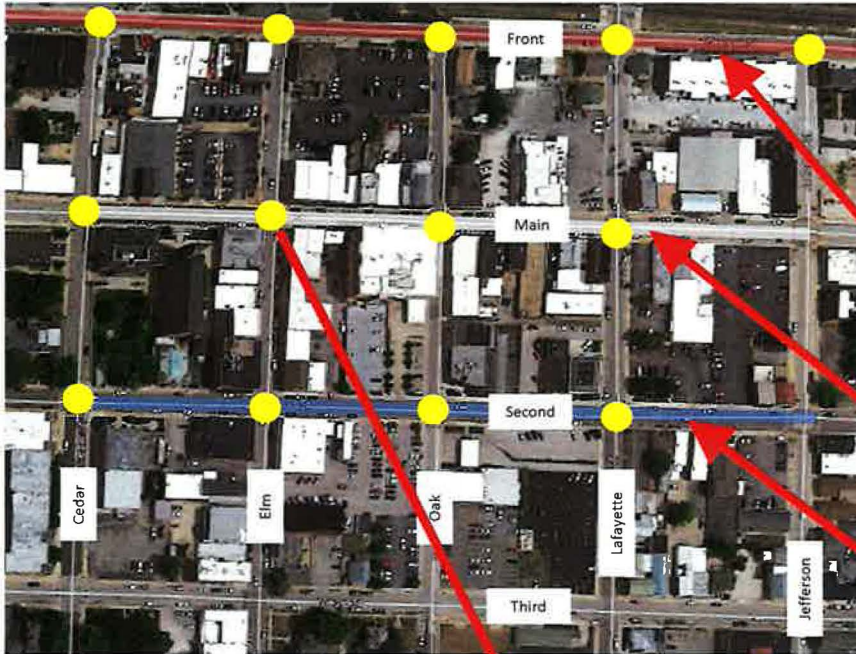
1. Project 1 – Utility burial - 2022
2. Project 2- Sidewalk/pavers/curb & gutter/crosswalks/asphalt
  - a. STP (80/20) - \$1.1 million (\$220k – transportation sales tax
  - b. 2025

### Main Street

1. Sidewalk/pavers/curb & gutter/crosswalks/asphalt
2. Transportation Sales Tax- \$500k
3. 2024

### Second Street

1. Sidewalk/pavers/curb & gutter/crosswalks/asphalt
2. Transportation Sales Tax- \$500k
3. 2023



Intersections will be similar to those along Jefferson – NO BUMP OUTS

North/South streets (Oak/Elm/Lafayette/Cedar) will be improved after this initial phase. The goal is to get the intersections constructed first to minimize disruptions to downtown from the south

# Memo

**To:** Mayor and City Council  
**From:** Mary Sprung  
**Date:** November 1, 2021  
**Re:** Telephone Analysis

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Over the last couple of years, I have been working with City staff on ways to help save money on telephone expense. I just want to share some really good news with you on where we ended up now that we are now reaping the rewards.

To recap some of the items that we have done to save the City money are as follows:

- Disconnect unnecessary phone lines from dispatch
- Moved fire alarms/City alarms to wireless system
- Moved City phone system to an in-house system using NOC as phone provider/consultant
- Paid Spyglass to “clean” up remaining phone lines and renegotiate contract with AT & T

In FY 2016-2018, the City was spending just under \$500,000 annually in phone expense. In FY 2019, the City began the processes listed above and by FY 2021 is saving \$355,000 annually from the highest we were paying in FY 2017.

Although this took a couple of years to accomplish as we started with well over 150 phone lines, we are now down to approximately 20 phone lines with AT & T.

Lots of credit goes out to Lisa Moffitt, Tim Frankenberg, and Matt Chaney with NOC, which help to make this savings a reality. In addition, Christie Mingo with Spyglass also deserves credit as she was very helpful working with AT & T with her connections.

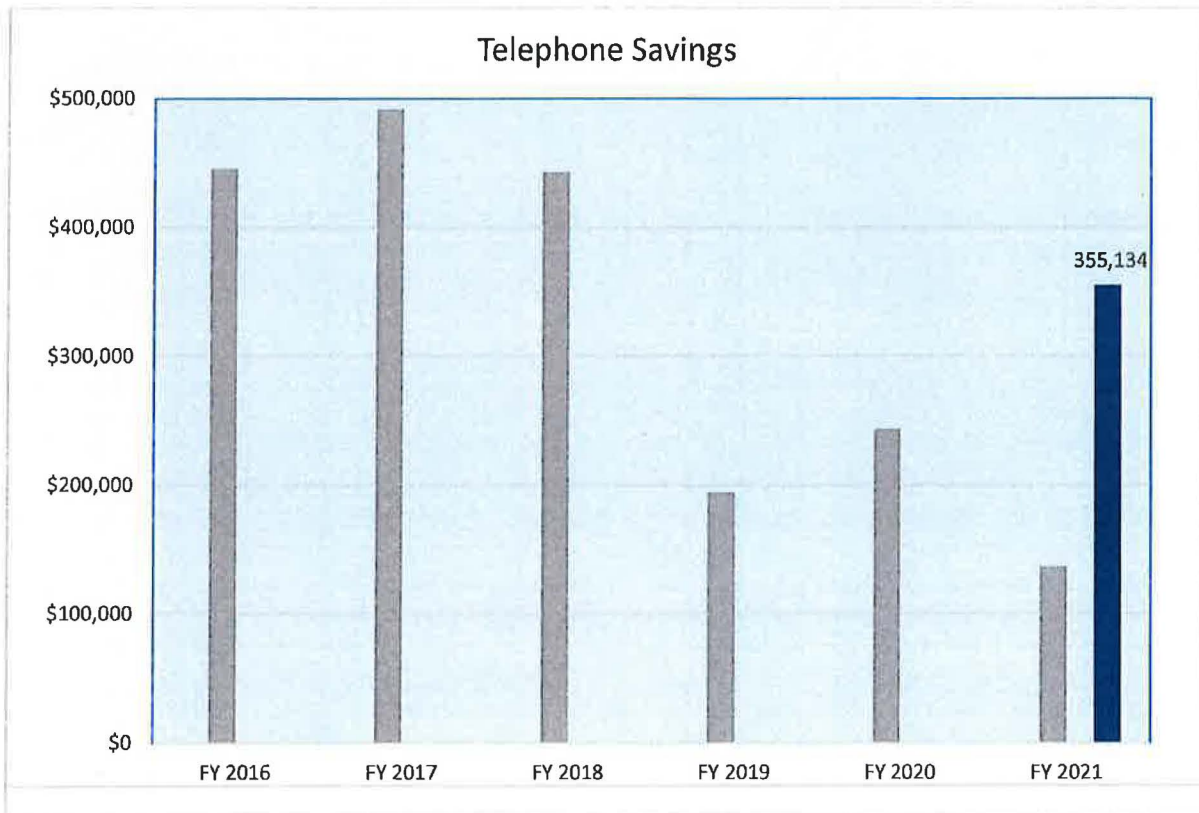
### Telephone Analysis

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Total Cost	445,733	491,802	442,935	194,171	243,193	136,668

Overall Savings

355,134

72%



BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF THE CITY OF WASHINGTON, MISSOURI BY ADDING THERETO A NEW SECTION 305.090

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

SECTION 1: The Code of the City of Washington, Missouri is hereby amended by adding there to a new Section 305.090 to read as follows:

Section 305.090 Authority of Traffic Committee to Close Streets

A) The Traffic Committee is hereby authorized to withdraw temporarily from public use any public street, alley, highway or any part thereof when necessary for the proper control of traffic for the following events upon submittal of an application to the City Traffic Engineer, and for such purpose, to cause such street, alley, highway or part thereof to be barred to travel by the public and placarded as "closed":

1. BBQ and Blues Fest (April)
2. Art and Wine Fest/Vintage Market (May)
3. Fair Parade/Fair (August)
4. Fall Festival (September)
5. Music at the Market (April – October)
6. Brewfest (September)
7. Farm to Table (September)
8. Food Stock (August)
9. Cajun Fest (June)
10. Oxfest (September)
11. Borgia Homecoming (September/October)
12. Washington Homecoming (September/October)
13. Band Festival (October)

14. WHS Senior Parade (?)
15. Borgia Grade School Field Day (May)
16. Borgia Grade School Fall Festival (September)
17. Chili Cookoff (October)
18. Pumpkin Palooza (October)
19. Holiday Parade of Lights (November)
20. Olde Fashioned Christmas (December)

B) The Traffic Committee is hereby authorized to withdraw temporarily from public use any public street, alley, highway or any part thereof when necessary for the proper control of traffic for other events upon submittal of an application to the City Traffic Engineer and approval of the City Council, and for such purpose, to cause such street, alley, highway or part thereof to be barred to travel by the public and placarded as "closed".

C) It shall be unlawful for any person willfully to drive or cause to be driven any animal or vehicle on, along or across any public street, alley, highway or any part thereof so barred, or willfully to throw down, remove or otherwise disturb any such barrier or placard placed by direction of the Traffic Committee.

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





October 26, 2021

Honorable Mayor and City Council  
Washington, MO

Re: Street Closure Ordinance

Dear Mayor and City Council,

After months of discussion regarding requests for street closures, the Traffic Committee recommends the attached ordinance for review and approval. The ordinance attempts to recognize historic events that have relied upon street closures and lists them by name and month of the year.

All additional requests will be subject to City Council approval and accompanied with a completed application and recommendation by the Traffic Committee.

Sincerely,

Darren Lamb, AICP  
City Administrator



## APPLICATION FOR STREET CLOSURE

<b>Date Application Submitted:</b> _____ <b>Accepted by:</b> _____
--

City Council preapproved events (circle one):

- |   |  |
|---|--|
| BBQ & Blues Fest<br>Art and Wine Fest/Vintage Market<br>Fair Parade / Fair<br>Fall Festival<br>Music at the Market<br>Brewfest<br>Farm to Table<br>Food Stock<br>Cajun Fest<br>Oxfest | Borgia Homecoming<br>Washington Homecoming<br>Band Festival<br>WHS Senior Parade<br>Borgia Grade School Field Day<br>Borgia Grade School Fall Festival<br>Chili Cookoff<br>Pumpkin Palooza<br>Holiday Parade of Lights<br>Olde Fashioned Christmas |
|---|--|

Other \_\_\_\_\_ (requires city council approval)

<b>Applicant Information</b>	<b>Permit Requested By</b>		<b>Business/Organization Name</b>		
	<b>Title</b>		<b>President/Chairperson</b>		
	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	
	<b>Cell Phone / Primary Phone #</b>		<b>Email Address</b>		
<b>Street Closure details</b>	<b>Date(s) Requested</b>	<b>Day(s) of the week</b>	<b>Time(s) Requested</b> <i>Only permitted from 8am-10pm</i>		
	<b>Street(s) being requested to be closed</b>				
	<b>Beginning address # inside closure</b>		<b>Ending address # inside closure</b>		
	<b>How many people will be attending the street closure?</b>				
	<b>What type of entertainment are you providing?</b>				

## GENERAL INFORMATION

Businesses and homeowners have the opportunity to request street closures events. Each request is reviewed independently by the Police Department, Public Safety Department, Engineering Department, and Street Department. The findings of that review is presented to the Traffic Committee at its monthly meeting. This ensures effective and efficient coordination across many City department and ensures minimum requirements are met and concerns are mitigated.

**Events that are City Council Preapproved will still need to complete this application and provide all required submittals.**

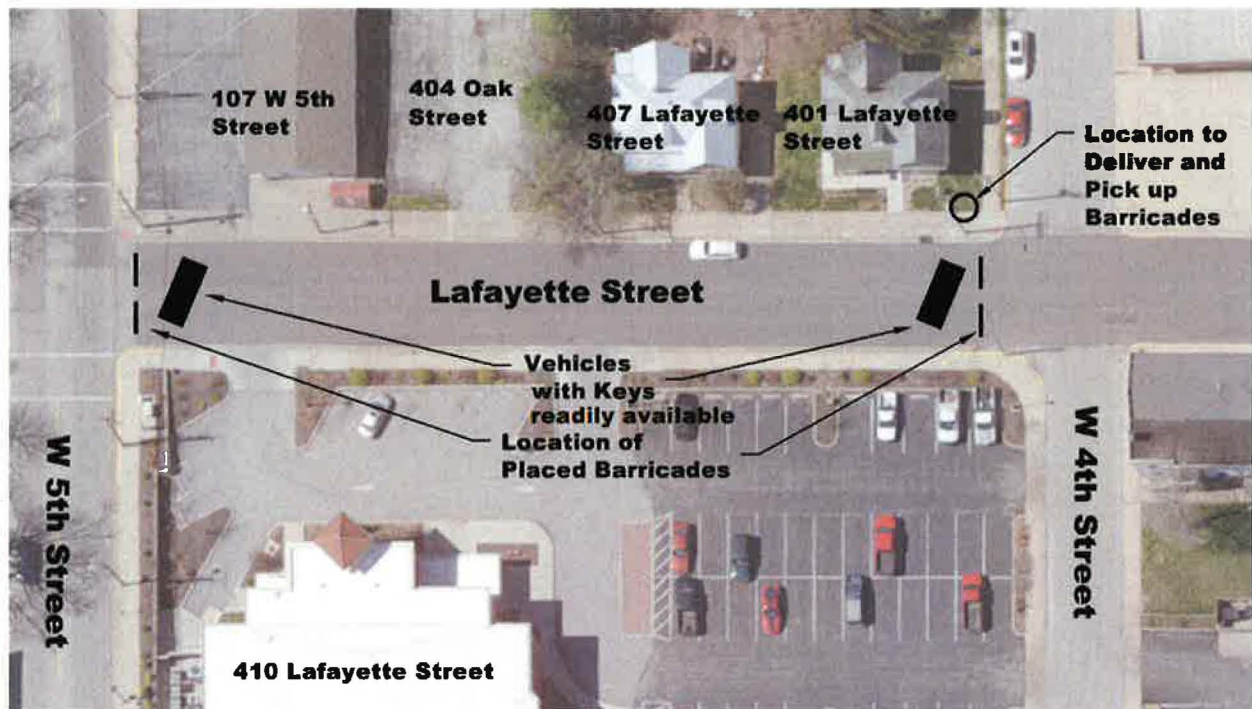
**Events that are not City Council Preapproved will require City Council approval.**

**Street Closure applications must be paid for and received by the Engineering Department at least forty-five days (45) days prior to the use date.**

**Street Closure applications will have a \$100 Administrative fee. Only one (1) request per application.**

Please contact John Nilges, Public Works Director, at [jnilges@washmo.gov](mailto:jnilges@washmo.gov) or (636) 390-1010 for any questions.

## SITE PLAN EXAMPLE – REQUIRED SUBMITTAL



**Submittal Requirements and Application Checklist (MUST BE COMPLETED BY APPLICANT)**

Requirement	Applicant Checklist	City Checklist	Description
Insurance			The applicant is a business, they shall provide the City of Washington a General Liability certificate with \$1,000,000 single limit occurrence and \$3,000,000 aggregate limits. The City of Washington must be listed as an additional insured and provide an endorsement page. <i>If the applicant is a homeowner, they must obtain and continuously maintain homeowners' coverage and provide a copy to the City.</i>
Consent Form			The applicant must have consent from all homeowners/businesses' in the street closure. <i>This MUST be turned into for the Traffic Committee to review. Traffic committee meets the 1<sup>st</sup> Friday of the month.</i> <i>See the consent form on the last page.</i>
Indemnification and Hold Harmless			The applicant does hereby agree to indemnify the City of Washington, its officers, volunteers, agents, representatives and employees (collectively the "Entities") and save them harmless from any loss, damage or expense arising from the claim or demand or any person to or against said Entities on account of or as a result of the applicant's Special Activity. In case of any action, or actions, or other legal proceedings, shall be brought or instituted against the City or the Entities, the applicant will assume the defense thereof, and will indemnify and save harmless the Entities against all costs, expenses, counsel fees and judgements resulting therefrom providing said Entities reasonably cooperate with the applicant, its agents, employees and designees in the defense of said legal proceedings or actions.
Site Plan			A Site plan is required before approval. Contact the Engineering Department at (636) 390-1010. Office is located at 405 Jefferson Street, Washington, MO 63090. See Example.
Number of blocks requested			No more than two city blocks will be closed in any given area.
Access to surrounding properties			There must be immediate access of the surrounding area for emergency personnel and apparatus at all times. Access must be provided to businesses and/or other residents using the street.
City Staff Review	N/A	Engineering	The request shall be reviewed and approved by the Engineering Department, Police Department, Public Safety Department, and Traffic Committee. Comments / requirements will be placed on the permit.
		Police	
		Public Safety	
		Traffic Committee	

Signature of applicant: \_\_\_\_\_ Date \_\_\_\_\_

I hereby attest that to the best of my knowledge the information contained in this application is true and correct. I have read the hold harmless agreement. I have read the rules & guidelines.

City Review Comments

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### **Additional information and Requirements**

1. If the street closure needs to be rescheduled, contact the Engineering Department at (636) 390- 1010, Monday-Friday 8am-5pm. Please make notification prior to the date of event. If the street closure needs to be rescheduled after the Engineering Departments Business Hours, please contact (636) 390-1050.
2. Determining factors for approval of this request include, but are not limited to: time of event, duration, estimated attendance, location, disruption to the orderly flow of traffic, and response of emergency vehicles to the area.
3. Public Works will deliver barricades to the applicant's residence in time for the event. Barricades will be picked up at the applicant's residence on the following business day after the event.
4. Applicant is responsible for placing barricades/vehicles at the entrance and exit points of the street closure, and for removing barricades/vehicles upon the deadline of the event.
5. Applicant is responsible for having a vehicle with keys readily available at all times for emergency access for the duration of the street closure.
6. Applicant assumes the responsibility of cleaning up and removing all debris from the designated area upon the deadline of the event.
7. Businesses and neighbors in the surrounding area have the right to enjoy peace and quiet on their property. The applicant and those attending the street closure agree to comply with the City of Washington Ordinance #5984, Section 210.680 governing Peace Disturbance. For ordinance information visit: [www.washmo.gov](http://www.washmo.gov).
8. The applicant and those attending the street closure agree to comply with the City of Washington Ordinance#04-9607, Section 215.075 governing Noise Regulation. For ordinance information visit: [www.washmo.gov](http://www.washmo.gov).
9. The applicant and those attending the street closure agree to comply with the City of Washington ordinance #5281, Section 210.240 governing fireworks. For ordinance information visit: [www.washmo.gov](http://www.washmo.gov).
10. The City of Washington is not responsible for any accidents or injuries. The applicant's insurance is to cover any accidents or injuries.

**HOLD HARMLESS AGREEMENT – REQUIRED SUBMITTAL**

PROJECT: Event Name – \_\_\_\_\_

LOCATION: Street Closure – \_\_\_\_\_

The applicant will indemnify and hold harmless the City of Washington, their agents, employees and officials from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to cause injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the applicant and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Washington, or any of its agents or employees, by any employee of the applicant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen’s compensation acts, disability benefit acts or other employee benefit acts.

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**INSURANCE REQUIREMENTS – REQUIRED SUBMITTAL**

Based upon the sovereign immunity limits for Missouri public entities, the applicant shall, during the term of this Agreement, at its own expense, procure and maintain insurance as follows:

- (a) Comprehensive General Liability and Bodily Injury
  - Including Death: \$1,000,000 each person  
\$3,000,000 each occurrence
  - Property Damage: \$3,000,000 each occurrence  
\$3,000,000 aggregate
- (b) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$1,000,000 each person  
\$3,000,000 each occurrence
  - Property Damage: \$3,000,000 each accident
- (d) Owner's Protective Bodily Injury
  - Including Death: \$1,000,000 each occurrence  
\$1,000,000 each occurrence
  - Property Damage: \$1,000,000 each occurrence  
\$1,000,000 aggregate

*Certificates evidencing all required insurance shall be furnished to the City prior to approving the permit.*

**The certificates must state the City of Washington is an additional/coinsured insured. The City of Washington shall also be provided an endorsement page.**

		Date (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  <b>SAMPLE</b>	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Eg occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP ACC	\$ \$ \$ \$ \$
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> .....				COMBINED SINGLE LIMIT (Eg accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: ACC	\$ \$ \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE/ OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$ \$ \$ \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: PROJECT # <b>CITY OF WASHINGTON, MISSOURI, IS ADDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY COVERAGE.</b>							
CERTIFICATE HOLDER				CANCELLATION			



**SAMPLE ENDORSEMENT PAGE**

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Washington  
405 Jefferson Street  
Washington, MO 63090

**Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Month / Day / Year

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

RE: Street Closure Request  
Streets Requested – Date Requested

Dear Mayor and City Council Members:

For your consideration, this letter, with the attached documents, were reviewed and approved/denied by staff as they related the subject street closure request.

The closure will take place on date/time. Staff has reviewed the application from a safety perspective and the applicant has provided all the required documents to support their application.

An approval will allow this closure to proceed.

Thank you for your consideration.

Respectfully submitted,

John Nilges, P.E.  
Public Works Director

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 600.020 OF THE  
CODE OF THE CITY OF WASHINGTON, MISSOURI  
RELATING TO SUNDAY ALCOHOL SALES

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

SECTION 1: Section 600.020 of the Code of the City of Washington, Missouri is

hereby amended to read as follows:

**Section 600.020 License Required — Classes Of Licenses.**

- A. No person shall manufacture, distill, blend, sell or offer for sale intoxicating liquor in the City of Washington without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein.
- B. General Licenses. Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor:
  - 1. Package Liquor — Malt Liquor Only. Sales of malt liquor at retail by grocers and other merchants and dealers for sale in the original package direct to consumers but not for resale and not for consumption on the premises where sold. This license may include Sunday sales from 6:00 A.M. to 1:30 A.M. Monday.
  - 2. Package Liquor — All Kinds. Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.
  - 3. Liquor By The Drink — Malt Liquor/Light Wine Only. Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold, including sales as set forth in Subsections **(B)(1)** and **(4)** of this Section.
  - 4. Malt Liquor By The Drink. Sales of malt liquor at retail by the drink for consumption on the premises. This license may include Sunday sales from 6:00 A.M. to 1:30 A.M. Monday.

5. Liquor By The Drink — All Kinds. Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales as set forth in Subsection (B)(2) of this Section.
  6. Wholesale — Malt Liquor. For the privilege of selling intoxicating liquor containing not in excess of five percent (5%) of alcohol by weight by a wholesaler to a duly licensed retailer. [R.O. 1992 § 600.110; R.O. of 1942 § 234; Ord. No. 3629 §§ 2,3, 6-2-1969; CC 1970 § 3-11; Ord. No. 3939 § 1, 12-6-1971; Ord. No. 5593 § 1, 1-18-1982; Ord. No. 7230, 6-15-1992; Ord. No. 7398 § 1, 6-10-1993; Ord. No. 7659 § 1, 10-17-1994; Ord. No. 03-9435 §§ 1—2, 9-15-2003; Ord. No. 05-9719 § 1, 2-7-2005]
  7. For the privilege of selling intoxicating liquor containing not in excess of twenty-two percent (22%) of alcohol by weight by a wholesaler to a person duly licensed as a retailer the sum of fifty dollars (\$50.00). For the privilege of selling intoxicating liquor containing in excess of twenty-two percent (22%) of alcohol by weight by a wholesaler to a person duly licensed as a retailer the sum of fifty dollars (\$50.00). [R.O. 1992 § 600.110; R.O. of 1942 § 234; Ord. No. 3629 §§ 2,3, 6-2-1969; CC 1970 § 3-11; Ord. No. 3939 § 1, 12-6-1971; Ord. No. 5593 § 1, 1-18-1982; Ord. No. 7230, 6-15-1992; Ord. No. 7398 § 1, 6-10-1993; Ord. No. 7659 § 1, 10-17-1994; Ord. No. 03-9435 §§ 1—2, 9-15-2003; Ord. No. 05-9719 § 1, 2-7-2005; Ord. No. 19-13012, 11-4-2019]
- C. Sunday Sales. Except for any establishment that may apply for a license under Section 311.089, RSMo., any person possessing the qualifications and meeting the requirements of this Chapter, who is licensed to sell intoxicating liquor at retail may apply to the City for a special license to sell intoxicating liquor at retail between the hours of 6:00 A.M. and 1:30 A.M. on Mondays.
- D. Permits.
1. Temporary Permit For Sale By Drink. Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section 600.030(B) below may apply for a special permit to sell intoxicating liquor for consumption on premises where sold.
  2. Tasting Permit — Retailers. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsections (B)(2) and (C) of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.

3. Tasting Permit — Winery, Distiller, Manufacturer, Etc.
  - a. Any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide and pour distilled spirits, wine, or malt beverage samples off a licensed retail premises for tasting purposes, provided no sales transactions take place. For purposes of this Subsection **(D)(3)**, a "sales transaction" shall mean an actual and immediate exchange of monetary consideration for the immediate delivery of goods at the tasting site.
  - b. Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide, furnish, or pour distilled spirits, wine, or malt beverage samples for customer tasting purposes on any temporary licensed retail premises as described in Section 311.218, 311.482, 311.485, 311.486, or 311.487, RSMo., or on any tax-exempt organization's licensed premises as described in Section 311.090, RSMo.
  - c. Any Winery, Distiller, Etc., May Provide Or Furnish Distilled Spirits, Wine Or Malt Beverage Samples On A Licensed Retail Premises — When.
    - (1) Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide or furnish distilled spirits, wine or malt beverage samples on a licensed retail premises for customer tasting purposes so long as the winery, distiller, manufacturer, wholesaler, or brewer or designated employee has permission from the person holding the retail license. The retail licensed premises where such product tasting is provided shall maintain a special permit in accordance with Section 311.294, RSMo., or hold a by the drink for consumption on the premises where sold retail license. No money or anything of value shall be given to the retailers for the privilege or opportunity of conducting the on-the-premises product tasting.
    - (2) Distilled spirits, wine, or malt beverage samples may be dispensed by an employee of the retailer, winery, distiller, manufacturer or brewer or by a sampling retained by the retailer, winery, distiller, manufacturer or brewer. All sampling service employees that provide and pour intoxicating liquor samples on a licensed retail premises shall be required to complete a server training program approved by the Division of Alcohol and Tobacco Control.
    - (3) Any distilled spirits, wine, or malt beverage sample provided by the retailer, winery, distiller, manufacturer, wholesaler, or brewer remaining after the tasting shall be returned to the retailer, winery, distiller, manufacturer, wholesaler, or brewer.
4. Permit — Malt Liquor. For a permit authorizing the sale of malt liquor containing alcohol in excess of three and two-tenths percent (3.2%) by weight and not in excess of five percent (5%) by weight by grocers and other merchants and dealers in the original package direct to consumers but not for resale. The phrase "original

package" shall be construed and held to refer to any package containing three (3) or more standard bottles of beer. Any person licensed pursuant to this Subsection may also sell malt liquor at retail between the hours of 6:00 A.M. and 1:30 A.M. on Monday. [R.O. 1992 § 600.110; R.O. of 1942 § 234; Ord. No. 3629 §§ 2,3, 6-2-1969; CC 1970 § 3-11; Ord. No. 3939 § 1, 12-6-1971; Ord. No. 5593 § 1, 1-18-1982; Ord. No. 7230, 6-15-1992; Ord. No. 7398 § 1, 6-10-1993; Ord. No. 7659 § 1, 10-17-1994; Ord. No. 03-9435 §§ 1—2, 9-15-2003; Ord. No. 05-9719 § 1, 2-7-2005]

E. Other Licenses. [R.O. 1992 § 600.110; R.O. of 1942 § 234; Ord. No. 3629 §§ 2,3, 6-2-1969; CC 1970 § 3-11; Ord. No. 3939 § 1, 12-6-1971; Ord. No. 5593 § 1, 1-18-1982; Ord. No. 7230, 6-15-1992; Ord. No. 7398 § 1, 6-10-1993; Ord. No. 7659 § 1, 10-17-1994; Ord. No. 03-9435 §§ 1—2, 9-15-2003; Ord. No. 05-9719 § 1, 2-7-2005]

1. Manufacturing. For the privilege of manufacturing in this City intoxicating liquor containing not in excess of twenty-two percent (22%) of alcohol by weight and the privilege of selling to duly licensed wholesalers and soliciting orders for the sale of intoxicating liquor containing not in excess of twenty-two percent (22%) of alcohol by weight, to, by or through a duly licensed wholesaler within this City, the sum of one hundred dollars (\$100.00). For the privilege of manufacturing in this City intoxicating liquor containing in excess of twenty-two percent (22%) of alcohol by weight and the privilege of selling to duly licensed wholesalers and soliciting orders for the sale of intoxicating liquor containing in excess of twenty-two percent (22%) of alcohol by weight, to, by or through a duly licensed wholesaler within this City, the sum of one hundred dollars (\$100.00). [Ord. No. 19-12091, 9-16-2019]

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: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri



October 21, 2021

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

RE: Section 600.020 of the Code of the City of Washington, Missouri – License Required –  
Classes of License

Honorable Mayor and Council:

Under a new law approved by the legislature, liquor licensees can now sell alcohol beginning at 6 a.m. on Sundays until 1:30 a.m., the same hours that apply during the rest of the week. Originally, alcohol sales could not start until after 9 a.m. on Sundays and stopped at Midnight.

The change in hours was part of a revamp of state liquor laws that includes provisions allowing Missouri restaurateurs to sell take-home cocktails on a permanent basis.

This code amendment will affect the following Classes of Licenses:

- Package Liquor – Malt Liquor Only
- Malt Liquor By The Drink
- Sunday Sales
- Permit – Malt Liquor

We recommend approval of the attached ordinance.

Respectfully submitted,

Sherri Klekamp, MRCC  
City Clerk

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE BID FROM DICK BUSS & ASSOCIATES FOR THE REPAIR AND MAINTENANCE OF EXISTING CONSOLE FURNITURE

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 the bid with Dick Buss & Associates in an amount totaling Twenty Six Thousand One Hundred Fifty Eight and 18/100 Dollars (\$26,158.18) for the repair and maintenance of existing console furniture. A copy of said bid 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



**"EXHIBIT A"**



**Washington, City of - Console Upgrade Parts**

**Watson Rep Firm:** DICK BUSS &  
**Address Line 1:** LYNNDALE DR

**Specified For:** WASHINGTON, CITY OF  
**Address Line 1:** 301 Jefferson Street

**City:** APPLETON  
**Zip:** 54914

**City:** Washington  
**State:** MO

**Sales Person:** Dick Buss  
**Phone Number:** 6089872100

**Contact Name:** Lisa Moffitt  
**Phone Number:**  
**Email Address:** lmoffitt@washmo.gov

**Project Summary:**

CONSOLE REPLACEMENT PARTS - UPGRADE 4 EXISTING CONSOLES  
ORIGINAL ORDER W14979 - INSTALLED MAY 2006

INSTALLATION BASED ON ONE TRIP, LIVE CUT-OVER  
SHIPPING VIA GROUND CARRIER AND NO ON TIME DELIVERY

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Lead time average 60 days after receipt of Purchase Order.
5. Completed Order consists of a signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
6. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
- 7.

<b>Quote Date</b> 10/15/2021	<b>Expiration Date</b> 1/15/2022	<b>Watson Account Manager:</b> Lisa Dotterweich
<b>Remit To:</b> Watson Consoles 26246 Twelve Trees Lane NW Poulsbo WA 98370	<b>Watson Factory Rep Firm:</b> DICK BUSS & ASSOCIATES	<b>Prepared By:</b>
	<b>File Name:</b> WashingtonCo_TCS	

This Document is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved  
360.394.1300

www.watsonconsoles.com

# Bill of Material

Project: Washington, City of - Console Upgrade Parts



## Sold to

Company name: WASHINGTON, CITY OF  
Contact Person: Lisa Moffitt  
Contact Phone:  
Contact Fax:

## Distributor

Company name: DICK BUSS & ASSOCIATES  
Salesman: Dick Buss  
Salesman Phone: 6089872100  
Salesman Fax: 6083452104

#	Qty	Part Number	Description	Sell	Ext. Sell
1	4	069775	KBD MECH WEBER KNAPP 26533-28 (EA)	\$205.12	\$820.48
2	8	497800-S	FAN, ASSEMBLY, TCS3	\$147.04	\$1,176.32
3	4	REPLACEMENT	PN 588221-S - HARNESS BOX, 2LEG TCS W/KB PW	\$2,249.10	\$8,996.40
4	8	REPLACEMENT2	PN 582200 - SYNERGY LEG ASSY, INNER	\$238.75	\$1,909.98

**Subtotal Product** \$12,903.18  
INSTALL-WAT \$11,429.00  
Freight \$1,826.00  
**Grand Total** \$26,158.18



October 22, 2021

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

Dear Mayor and City Council Members,

Please find attached the Ordinance and bid for Dick Buss & Associates for our existing Watson Console furniture. This was a budgeted item in our 2021/2022 Budget, in the amount of \$26,000.00. The original quote received was \$25,991.18, unfortunately since the initial budget process began there was a 10% increase and the new quote is \$26,158.18, which results in an overage of \$158.18. The console furniture was purchased new in 2006 when we when we moved into the Public Safety Building. Consoles purchased were from Watson Dispatch Consoles, therefore, the necessary parts/mechanisms needed to make the repairs are proprietary to Watson Furniture (see sole source letter).

I will be available at the meeting on November 1, 2021, to answer any questions.

Sincerely,

Lisa Moffitt,  
Director of Communications

October 26, 2021

City of Washington  
301 Jefferson Street  
Washington, MO 63090  
Attn: Lisa Moffitt

Re: Replacement Parts for Existing Watson Consoles

Dear Ms. Moffitt,

Your existing console furniture was originally installed in June of 2006, Original Order W14979. The current control boxes that run your environment controls and adjust the monitor and input surfaces are no longer available. Watson has provided a quotation to replace the existing components with a new system that includes new control boxes, legs, keyboard mechanism and desk top fans.

Watson is the only manufacturer that can provide these proprietary components that will work with your console furniture. If you have any questions or need anything further at this time, please let me know.

Sincerely,

*Lisa Dotterweich*

Lisa Dotterweich  
Account Manager  
ldotterweich@watsonfg.com

watsonconsoles

7c

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE PROPOSAL FROM SCS ENGINEERS FOR TIER 2 NMOC TESTING AND REPORTING AT THE STRUCKHOFF SANITARY LANDFILL

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 the proposal with SCS Engineers for professional engineering services associated with the Tier 2 NMOC Testing and Reporting at the Struckhoff Sanitary Landfill. A copy of the proposal is attached and is marked as "Exhibit A".

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

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: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri

October 26, 2021  
File No. 270178221

Ms. Andrea Lueken  
Assistant City Engineer  
City of Washington  
405 Jefferson Street  
Washington, Missouri 63090

Subject: Proposal for Tier 2 NMOC Testing and Reporting  
City of Washington – Struckhoff Sanitary Landfill  
Washington, Missouri

Dear Ms. Lueken:

SCS Engineers (SCS) is pleased to present this proposal to provide assistance to the City of Washington (City) for Tier 2 testing and reporting services at the Struckhoff Sanitary Landfill (Struckhoff Landfill). Struckhoff Landfill is an active municipal solid waste (MSW) landfill located in Franklin County, Missouri; therefore, the landfill is subject to 10 CSR 10.5-490, *Air Quality Standards and Air Pollution Control Rules Specific to the St. Louis Metropolitan Area – Municipal Solid Waste Landfills (Rule)*. The Rule requires landfills with a design capacity greater than 1 million megagrams (Mg) or 1 million cubic meters to calculate the nonmethane organic compound (NMOC) emission rate for the landfill for comparison to the 25 Mg/year threshold for an active gas collection and control system.

In March 2017, Tier 2 NMOC testing was performed at Struckhoff Landfill, and the results were used to calculate the NMOC mass emission rate from the landfill. The results of testing indicated an NMOC concentration below 25 Mg/yr. In accordance with the Rule, Tier 2 testing is required every five years to update the mass emission rate. Therefore, subsequent Tier 2 testing must be completed prior to March 29, 2022.

Based on discussions with the City and our knowledge of the site, the following scope of services is proposed to update the site-specific NMOC emission rate for the Struckhoff Landfill.

### Scope of Services

SCS will provide Tier 2 sampling, sample analysis, and reporting for the Struckhoff Landfill. Testing will consist of gathering gas samples from Geoprobe® boring locations on the landfill. The samples will be collected according to EPA methods, as appropriate, and shipped to a third-party laboratory for analyses. Analytical results will be submitted to SCS for review and subsequent use in determining the site-specific NMOC emission rate for the landfill. A summary report of the field sampling procedures, analytical results, emission calculations, and conclusions will be prepared for submittal to the Missouri Department of Natural Resources (MDNR).



## Work Plan

SCS will prepare a work plan describing the sampling, testing, and reporting procedures for submittal to MDNR. A draft of the work plan will be provided to the City for review prior to submittal to MDNR. SCS will interface as needed with MDNR and provide rapid turnaround to address MDNR comments and requests. Costs provided herein assume that no more than 2 hours will be required to respond to MDNR requests.

## Collection of Samples

The Struckhoff Landfill developed footprint is approximately 23.7 acres (9.6 hectares) of waste-in-place for 2 years or more. In accordance with the rule, a minimum of 2 sample probes per hectare of landfill surface with waste in place for more than two years is required, up to a maximum of 50 sample probes. Therefore, a total of 20 sample probes will be required for Struckhoff Landfill. The 23.7 acres will be sampled via installation of surface probes using a direct push rig. The sample probe locations will be pre-determined; however, SCS requires the flexibility to move the locations based on:

- Refusal of probe prior to reaching the desired depth;
- If field screening of the landfill gas indicates that quality control criteria for Method 25C cannot be met, is marginal, or insufficient gas; and,
- The Geoprobe® operator and equipment cannot safely access the proposed location.

If the probe locations are moved, an attempt will be made to position the new probe location within the same area of the landfill.

The landfill gas will be sampled using a Geoprobe® System with steel probe rods pushed a minimum of three feet into the waste. The steel probes are a modification from the stainless steel probe specified in Method 25C, which has been approved by the EPA. The steel probe will be equipped with a sampling head and an expendable drive point to allow driving the probe into the waste. At the desired depth, the probe rod will be withdrawn approximately six inches leaving the expendable point at depth and allowing the end of the sampling head to be open. Polyethylene tubing will then be inserted through the rods and threaded onto the purge and sampling train via a 3-way purge/sample valve, which is connected to both a portable landfill gas analyzer and the constant rate flow controller equipped with a vacuum gauge. The use of a constant flow controller in lieu of the Method 25C specified rotameter has been approved by the EPA. The rotameter is not required when using a constant rate flow controller because the flow rate is pre-determined and cannot be changed in the field. Prior to sampling, the tubing and sampling train will be purged using a Landtec model GEM-5000 portable landfill gas analyzer or similar.

A minimum of two tubing and sampling train volumes will be purged prior to sampling. During purging, the GEM-5000 will be used to determine methane content, carbon dioxide content, oxygen content, and balance gas (primarily nitrogen). The parameters are used to determine if the gas being collected will meet the quality control/quality assurance (QA/QC) requirements of Method 25C. If the balance gas is above 20 percent but the oxygen content is below five percent, the gas is still considered as being representative of the landfill gas and a sample will be collected. Methane, oxygen, carbon dioxide and balance gas content will be recorded prior to sample collection and following sample collection.

Gas samples will be withdrawn into specially prepared and evacuated 6L Summa® canisters. In accordance with the regulations, samples from multiple probe locations can be composited into a single cylinder; therefore, up to three gas probe samples will be composited into each canister, for a total of 7 Summa® canisters required. At each probe location, 1-liter of landfill gas will be drawn through the flow controller into the Summa® canister at a constant rate set between 100 and 500 milliliters per minute. The sample will be collected over the minimum duration of time to collect at least one liter. The vacuum pressure readings on the canister will be recorded before and after sample collection. Following sample collection, the methane, carbon dioxide, oxygen, and balance gas contents will be recorded again to confirm that landfill gas was sampled throughout the duration of the sample collection. Additionally, time, ambient temperature, and atmospheric pressure will be recorded for each sampling location. A duplicate Summa® canister will also be collected from three random probe locations. The duplicate is a relatively inexpensive insurance recommended by SCS that will help to protect the City from an additional mobilization and sampling charge in the event that one of the Summa® canisters valves fail during shipment to the laboratory.

### **Laboratory Analysis**

Upon completion of sample collection, the samples will be shipped under standard chain-of-custody procedures to a certified laboratory, tentatively identified as Air Technology Laboratories, Inc. in City of Industry, California, for analysis of NMOC by Method 25C and fixed gases analysis by EPA Method 3C. Method 3C determines nitrogen and oxygen content which are required to verify the samples meet the QA/QC requirements of Method 25C (i.e., atmospheric air infiltration did not occur).

### **Calculations and Reporting**

Based on the laboratory data provided, SCS will calculate the site-specific NMOC emission rate using equations prescribed by the rule and the EPA's "Landfill Gas Emissions Model" (LANDGEM). The resulting emission rate will be compared to the regulatory threshold of 25 Mg/yr to determine the site's compliance with the regulations and potential requirement for an active collection system.

A Tier 2 report will be prepared for submission to the MDNR to present the results of the NMOC testing and the calculated NMOC emission rate for the landfill. A draft of the report will be provided to the City for one round of review. Comments will be incorporated into the report and a final will be prepared and submitted to the MDNR. SCS will interface as needed with MDNR and provide rapid turnaround to address MDNR comments and requests. Costs provided herein assume no more than 2 hours will be required to respond to MDNR requests.

### **Responsibility of the City**

It is our understanding that the City will provide SCS with all available information pertinent to the assignment, including previous reports and data. SCS shall rely on information made available by the City as accurate without independent verification.

The costs for the services provided herein are based on the following assumptions:

- MDNR will approve the procedures specified in the work plan
- The City/Struckhoff Landfill will provide site access and all pertinent data for use by SCS



### Project Fee

SCS will complete the scope of services described for the lump sum fee of **\$18,300**.

Should the City choose to complete the Tier 2 sampling at the same time as the soil investigation (proposal dated October 26, 2021) eliminating mobilization costs for this project, there will be a discount of \$2,400 applied to the total cost.

### General Conditions

SCS appreciates the opportunity to be of continued service to the City of Washington. If the above scope of services and fees meet is the City's approval, SCS will complete work in accordance with the standard contract currently in place between the City and SCS.

We look forward to discussing any questions or comments you may have concerning this submittal. Please contact Stephanie Taylor at (913) 749-0733/staylor@scsengineers.com or Renee Trenshaw at 913-749-0707/rtrenshaw@scsengineers.com with any questions or comments. Thank you for your consideration.

Sincerely,



Stephanie Taylor  
Project Professional  
SCS Engineers



Floyd Cotter, P.E.  
Senior Vice President  
SCS Engineers

SLT/MBJ/RDT/FEC

## Terms and Conditions

## SCS ENGINEERS

### TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages in limits shown in Exhibit A. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

- 6. STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
- 7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
- 8. SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
- 9. THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
- 10. UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
- 11. CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
- 12. DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

- 13. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
- 14. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
- 15. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
- 16. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
- 17. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
- 18. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
- 19. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.
- 20. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Missouri will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

**COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

21. **ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

**SCS Engineers**

**City of Washington**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**"EXHIBIT A"**  
**INSURANCE**

Without limiting its liability hereunder, Contractor shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance listing the City as an additional co-insured as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior to written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

- (1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

- (2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

<i>General Aggregate</i>	<i>\$3,000,000</i>
<i>Each Occurrence</i>	<i>\$1,000,000</i>

- (3) Automobile Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each occurrence, \$3 million aggregate.
- (4) Architect's and Engineer's Professional Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each claim, \$3 million aggregate.

The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage.



October 27, 2021

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

RE: Tier 2 NMOC Testing and Reporting Contract for the Washington Sanitary Landfill

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 Tier 2 non-methane organic compound (NMOC) Testing and Reporting. Once awarded, the consultant will test and calculate the site specific gas emission rate at the landfill and prepare and submit a Tier 2 report to MDNR. This proposal is for a lump sum fee of \$18,300.

The City's landfill is subject to 10 CSR 10-5.490, *Air Quality Standards and Air Pollution Control Rules Specific to the St. Louis Metropolitan Area - Municipal Solid Waste Landfills* due to being located in the St. Louis ozone nonattainment area. This rule requires landfills with a design capacity greater than 1 million cubic meters to calculate the NMOC emission rate for the landfill for comparison to the 25 Mg/yr threshold for an active gas collection and control system. The landfill's actual emission rate of to 2.55 Mg/yr was tested in 2017 and is required to be retested every 5 years.

We recommend approval of the attached ordinance to enter into a contract with SCS Engineers to test the actual emission rate in early 2022.

Respectfully submitted,

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

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



BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FROM AMERICAN ELECTRIC AND DATA INC., NEW MELLE, MISSOURI AND TO APPROVE THE PURCHASE AND INSTALLATION OF A 125KW GENERATOR AND TRANSFER SWITCH AT CITY HALL AND AMEND THE 2022 BUDGET

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 the bid with American Electric and Data. Inc., New Melle, Missouri in the amount totaling One Hundred Forty One Thousand, Two Hundred and Ninety Dollars and Zero Cents (\$141,290) for the purchase and installation of a new 125kW Generator and Transfer Switch Project including Alternate Dual Fuel Option. A copy of said bid is attached hereto and marked as Exhibit A.

SECTION 1: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: This ordinance shall amend the 2022 Budget as follows:  
Vehicle & Equipment Replacement Fund 010- Add increase of \$50,790 (010-11-000-542200 Machinery & Equipment.)

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

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

# American Electric & Data, Inc.

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112 St. Charles Street – P.O. Box 340 – New Melle, MO 63365-0340

Phone: (636) 398-8811 – Fax: (636) 828-4861

duane@aedi-mo.com

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September 15, 2021

City of Washington  
Emergency Generator Proposals  
405 Jefferson Street  
Washington, MO 63090  
ATTN: Sherri Klekamp, City Clerk

Re: Request for Proposal – Emergency Generator Project

After reading the specifications published in the Missourian and meeting with Mark Skornia, Emergency Management Director at both the sites to go over further details of the project we are please to provide the City of Washington with a Turn-Key Proposal. We propose to furnish and install the new generators, new transfer switches and other related aspects as outlined in the Request for Proposal – Emergency Generator Project for both the City Hall and Washington FD Headquarters locations for the sum of Two Hundred, Twenty-Nine Thousand, Nine Hundred, Forty and 00/100 Dollars (\$229,940.00).

To provide a breakdown:

City Hall Location: \$137,800

Washington FD Headquarter Location: \$92,140

We are also making a proposal for the Alternate Dual Feed option to the 125kW generator and 25-foot flexible gas line alternate for the City Hall Location for an additional sum of Three Thousand, Four Hundred, Ninety and 00/100 Dollars (+\$3,490.00).

We have included the following in our scope of work for both locations:

1. Obtaining any necessary permits from the City of Washington.
2. Disconnecting and removing to an owner provided trailer each of the existing generators to be removed.
3. Disconnecting and removing to an owner provided trailer each of the existing automatic transfer switches to be removed.
4. Furnish and install one (1) new Kohler 125kW, 120/208 volt, three-phase natural gas generator, with new Omnimetrix wireless reporting equipment installed, in the location of the removed existing generator at the City Hall and one (1) 1,200 amp, 120/208 volt, three-phase automatic transfer switch on the wall adjacent to the existing switchgear in the basement of City Hall.

5. Furnish and install one (1) new Kohler 100kW, 120//208 volt, three-phase dual fuel generator, with new Omnimetrix wireless reporting equipment installed, in the location of the removed existing generator at the FD Headquarters and one (1) new 400 amp, 102/208 volt, three-phase automatic transfer switch in the same location as the existing transfer switch in the electrical room at the FD Headquarters.
6. Expand the size of the existing concrete pad for the new generator, as well as expand the size of the existing privacy fence to fit around the new 125kW generator at the City Hall.
7. Provide the trenching and back fill along the south and west side of the older portion of the City Hall in order to get the new required conduits from the new 125kW generator into the new 1,200 automatic transfer switch in the basement of City Hall.
8. Remove and relocate the four (4) existing motor starters on the adjacent wall to the existing switchgear in the basement of City Hall to make room for the new 1,200 amp automatic transfer switch.
9. Remove and relocate the existing interior CT cabinet to the adjacent wall in the basement of the City Hall.
10. Remove the existing 125 amp enclosed circuit breaker and the existing recessed panel 125 amp panel 'LLEP' in the electrical room of the FD Headquarters and replace with one (1) new one (1) new enclosed circuit breaker and one new (1) new 200 amp, 120/209 volt, three phase, 42 circuit recessed panel in the same locations as the previous breaker and panel.
11. Make any necessary drywall repairs around the new 200 amp panel and paint the wall that contains both panels.
12. Furnish and install one (1) 400 amp/3 pole circuit breaker into the existing 'DP' switchgear in the electrical room at the FD Headquarters.
13. Remove one (1) 80 amp/3 pole; two (2) 60 amp/3 pole and one (1) 50amp/3 pole HVAC loads from the existing 'LL' panel, then relocate the conduits and conductor to new same size breakers within the new 200 amp, 120/208 volt recessed panel in the electrical room in the FD Headquarters.
14. Furnish and install the one (1) new remote generator annunciator in the hallway by the double doors on the first floor of City Hall leading to the main clerk area.
15. Furnish and install one (1) new remote generator annunciator in the location of the existing annunciator at the FD headquarters.
16. Furnish and install one (1) new 1-1/2" natural gas line from the existing gas meter at the City Hall to the new 125kW generator.
17. Furnish and install one (1) 1-1/2" natural gas line from the existing gas meter at the FD Headquarters and reconnect the existing propane gas line to the new 100kW generator.
18. Furnish and install all the required conduits and conductors to complete the require circuits needed to make all new equipment functional at both locations.

We have been told that current lead time on natural gas generators are 40-41 weeks.

We have not included the following in our scope of work:

1. Sales Tax.
2. Upgrades to the existing electrical systems if required by the authority having juris diction or at the owner's request.

3. Any additions or upgrades to the existing electrical, low voltage, fire alarm, video surveillance, door access, audio/visual or security systems at either location.
4. Removal from the site and disposal of the existing generators and existing transfer switches.
5. Replacement of the mulch or bushes/plants along the south and west sides of the City Hall after the trenching and backfilling.

Again thank you for allowing us to provide you with this proposal.

Sincerely,

*Duane Chwarsinski*

Estimator/Project Manager



October 18, 2021

City Council,

I am requesting budget amendments and ordinances for emergency generator replacements for City Hall and Fire Station Headquarters. We pursued Requests for Proposals for the replacement of both generators at the same time in hopes of obtaining a better price for both generators. Two proposals were received on the projects.

The low bid for the Fire Headquarters project came in \$ 10,000 over budget. This project includes replacing a 30 year old generator and increasing the size and affected electric from a 60kW to a 100 kW to allow for addition of critical HVAC to allow for all-season emergency power. Due to the configuration of power at FD HQ, upgrading to completely powering the building to emergency power was impractical and cost-prohibitive. We recommend the low bid from Eckelkamp Electric in the amount of \$ 90,000 for this project. Chief Frankenberg proposes taking the difference from FD reserve fund.

The low bid for the City Hall project came in \$50,790 over budget, including option. It is believed the amount over budget is due to market conditions and premium labor to perform final changeover of electric during a weekend, to minimize the amount of time City Hall would need to be closed due to lack of electrical power. The project includes replacing a 10 kW generator that was originally at the Police Station before the current Public Safety Building was built, and was set at City Hall to power the IT room, before most IT equipment was taken off-site. The proposed larger, 125 kW generator and transfer switch, is capable of completely powering City Hall, including HVAC. It was determined early on in the replacement project that completely powering City Hall would be the best option in the interest of continuity of City government during an emergency.

Both generators are fueled primarily by natural gas, but are capable of being fueled by propane in the event of natural gas outage. We recommend the low bid of \$ 141,290 including the propane fuel option from American Electric and Data. A budget amendment is requested for this item.

Bid tabulation with the low bids highlighted is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Skornia".

Mark Skornia  
Emergency Management Director

**CITY OF WASHINGTON**  
***EMERGENCY GENERATOR PROJECT***  
**BID OPENING: September 15, 2021; 2 p.m.**

CONTRACTOR	BID BOND	ALTERNATE	BID AMOUNT
Eckelkamp Electric - City Hall	N/A	\$0.00	\$156,000
Eckelkamp Electric - Fire HQ	N/A	N/A	\$90,000
American Electric & Data, Inc. - City Hall	N/A	\$3,490	\$137,800
American Electric & Data, Inc. - Fire HQ	N/A	N/A	\$92,140

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FROM ECKELKAMP ELECTRIC, WASHINGTON, MISSOURI AND TO APPROVE THE PURCHASE AND INSTALLATION OF A 100KW GENERATOR AND TRANSFER SWITCH AT FIRE STATION HEADQUARTERS AND AMEND THE 2022 BUDGET

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 the bid with Eckelkamp Electric, Washington, Missouri in the amount totaling Ninety Thousand Dollars and Zero Cents (\$90,000) for the purchase and installation of a new 100kW Generator and Transfer Switch Project. A copy of said bid 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 amend the 2022 Budget as follows:  
Fire fund 004- Add increase of \$10,000 (004-24-000-542200 Machinery & Equipment) from Fire Reserve fund 004-34100.

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

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor of Washington, Missouri

# *Eckelkamp Electric Co.*

## **ELECTRICAL CONTRACTOR**

1523 POTTERY RD.  
WASHINGTON, MO 63090

PHONE: 636-239-4795  
FAX: 636-239-2119

ST. LOUIS PHONE: 314-982-5521

September 15, 2021

City of Washington  
405 Jefferson Street  
Washington, MO 63090

Attn: Mark Skornia

RE: Emergency Generator Project- Fire House 14<sup>th</sup> Street

Mark,

We are pleased to provide to you our proposal for the electrical work for the above referenced project. Our proposal is based on the request for proposal invitation and our site visit. We propose to do this work for the sum of **\$90,000.00**

**NINETY THOUSAND DOLLARS and 00/100 cents**

**The following items are included in this proposal:**

1. This is a turnkey proposal for a new 100kw 120/208volt dual fuel generator with a 400amp auto transfer switch nonservice rated.
2. Electrical permit fees.
3. Removal of the existing 60kw generator, and auto transfer switch.
4. Demo of existing 125a emergency panel, all circuits relocated to new 200amp 120/208volt 42 circuit panel.
5. Relocation of (7) pre-selected HVAC circuits and (1) water heater circuit to new 200amp emergency panel.
6. Reconnection of existing 100amp (located upstairs) emergency panel to new auto transfer switch.
7. New 400amp circuit breaker in main switch board to accommodate new 400amp auto transfer switch.
8. Upgrades to natural gas line size to accommodate new generator demands.
9. Fire Caulking of electrical penetrations.
10. Conduit and wiring as required.
11. Reusing of the existing underground conduit from exiting ATS to existing generator. If conduit is damaged and not able to be used additional monies will be needed.
12. New generator annunciator panel at existing location per Mark Skornia.
13. Existing Omnimetrix monitoring reinstalled.



14. We have included premium time for this project.

**The following items are NOT included in this proposal:**

1. Sales Tax
2. Removal of privacy fence around generator or damaged caused if it is not removed.
3. Not responsible for landscaping disturbances or restoration.
4. Not responsible for any damage to any improperly marked or unlocated utilities.
5. Patching, painting, clean-up and debris removal.
6. Engineered and sealed electrical drawings.
7. All work associated with the BMS system.
8. Corrections of existing code deficiencies.
9. All HVAC temperature control work.
10. All Utility Company fees.

We are pleased to submit this proposal to you and look forward to working with you in the future. Should you have any questions or need further clarification please call me at 636-239-4795.

Thank you.

Sincerely,

Elijah Holt  
Estimator / Project Manager



October 18, 2021

City Council,

I am requesting budget amendments and ordinances for emergency generator replacements for City Hall and Fire Station Headquarters. We pursued Requests for Proposals for the replacement of both generators at the same time in hopes of obtaining a better price for both generators. Two proposals were received on the projects.

The low bid for the Fire Headquarters project came in \$ 10,000 over budget. This project includes replacing a 30 year old generator and increasing the size and affected electric from a 60kW to a 100 kW to allow for addition of critical HVAC to allow for all-season emergency power. Due to the configuration of power at FD HQ, upgrading to completely powering the building to emergency power was impractical and cost-prohibitive. We recommend the low bid from Eckelkamp Electric in the amount of \$ 90,000 for this project. Chief Frankenberg proposes taking the difference from FD reserve fund.

The low bid for the City Hall project came in \$50,790 over budget, including option. It is believed the amount over budget is due to market conditions and premium labor to perform final changeover of electric during a weekend, to minimize the amount of time City Hall would need to be closed due to lack of electrical power. The project includes replacing a 10 kW generator that was originally at the Police Station before the current Public Safety Building was built, and was set at City Hall to power the IT room, before most IT equipment was taken off-site. The proposed larger, 125 kW generator and transfer switch, is capable of completely powering City Hall, including HVAC. It was determined early on in the replacement project that completely powering City Hall would be the best option in the interest of continuity of City government during an emergency.

Both generators are fueled primarily by natural gas, but are capable of being fueled by propane in the event of natural gas outage. We recommend the low bid of \$ 141,290 including the propane fuel option from American Electric and Data. A budget amendment is requested for this item.

Bid tabulation with the low bids highlighted is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark Skornia', is written over a white background.

Mark Skornia  
Emergency Management Director

**CITY OF WASHINGTON**  
***EMERGENCY GENERATOR PROJECT***  
**BID OPENING: September 15, 2021; 2 p.m.**

CONTRACTOR	BID BOND	ALTERNATE	BID AMOUNT
Eckelkamp Electric - City Hall	N/A	\$0.00	\$156,000
Eckelkamp Electric - Fire HQ	N/A	N/A	\$90,000
American Electric & Data, Inc. - City Hall	N/A	\$3,490	\$137,800
American Electric & Data, Inc. - Fire HQ	N/A	N/A	\$92,140

BILL NO. \_\_\_\_\_

INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE 2021-2022 BUDGET FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, FOR THE CITY OF WASHINGTON, MISSOURI

BE IT ORDAINED BY the Council of the City of Washington, Franklin County, Missouri, as follows:

**SECTION 1.** That the budget for the fiscal year 2021-2022 of the City of Washington, Franklin County, Missouri is hereby amended to appropriate funds as follows:

FUND NAME	ORIGINAL/ AMENDED BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET
<b><u>General Fund – 001</u></b>			
TOTAL REVENUES	\$ 13,463,090	\$ -	\$ 13,463,090
TOTAL OTHER FINANCING SOURCES	1,976,700	-	1,976,700
TOTAL EXPENDITURES	14,685,025	13,750	14,698,775
Administration	577,720	1,800	579,520
Human Resources	140,765	600	141,365
Communications	926,400	4,800	931,200
Police	3,297,260	34,500	3,331,760
Finance	654,085	4,800	658,885
Economic Development & Planning	3,129,055	600	3,129,655
Engineering & Inspections	472,430	6,600	479,030
Streets	1,453,960	(11,500)	1,442,460
Building Maintenance	501,745	1,200	502,945
Information Technology	409,950	(43,450)	366,500
Parks	2,068,515	11,400	2,079,915
Aquatic Center	310,775	-	310,775
Emergency Management	92,570	1,200	93,770
Airport	649,795	1,200	650,995
TOTAL OTHER FINANCING USES	2,810,620	-	2,810,620
CHANGE IN FUND BALANCE	(2,055,855)	(13,750)	(2,069,605)
<b><u>Library Fund –003</u></b>			
TOTAL REVENUES	498,350	-	498,350
TOTAL OTHER FINANCING SOURCES	300,000	-	300,000
TOTAL EXPENDITURES	864,230	(5,400)	858,830
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(65,880)	5,400	(60,480)
<b><u>Volunteer Fire Fund – 004</u></b>			
TOTAL REVENUES	148,260	-	148,260
TOTAL OTHER FINANCING SOURCES	718,920	-	718,920
TOTAL EXPENDITURES	1,096,005	(1,500)	1,094,505
TOTAL OTHER FINANCING USES	20,000	-	20,000
CHANGE IN FUND BALANCE	(248,825)	1,500	(247,325)

**Vehicle Equipment Replacement Fund – 010**

TOTAL REVENUES	12,000	-	12,000
TOTAL OTHER FINANCING SOURCES	610,000	-	610,000
TOTAL EXPENDITURES	1,488,465	-	1,488,465
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(866,465)	-	(866,465)

**Stormwater Improvement Fund – 250**

TOTAL REVENUES	1,012,000	-	1,012,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	1,358,920	(3,600)	1,355,320
TOTAL OTHER FINANCING USES	500,000	-	500,000
CHANGE IN FUND BALANCE	(846,920)	3,600	(843,320)

**Capital Improvement Sales Tax Fund - 260**

TOTAL REVENUES	3,574,875	-	3,574,875
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	4,490,750	35,000	4,525,750
TOTAL OTHER FINANCING USES	981,360	-	981,360
CHANGE IN FUND BALANCE	(1,897,235)	(35,000)	(1,932,235)

**Transportation Sales Tax Fund - 261**

TOTAL REVENUES	4,002,875	-	4,002,875
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	2,021,000	-	2,021,000
TOTAL OTHER FINANCING USES	2,398,310	-	2,398,310
CHANGE IN FUND BALANCE	(416,435)	-	(416,435)

**COP Fund - 265**

TOTAL REVENUES	-	-	-
TOTAL OTHER FINANCING SOURCES	3,169,670	-	3,169,670
TOTAL EXPENDITURES	2,046,000	-	2,046,000
CHANGE IN FUND BALANCE	1,123,670	-	1,123,670

**Downtown TIF Fund - 272**

TOTAL REVENUES	295,000	-	295,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	430,600	-	430,600
CHANGE IN FUND BALANCE	(135,600)	-	(135,600)

**Front & Main TIF Fund - 273**

TOTAL REVENUES	60,500	-	60,500
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	60,600	-	60,600
CHANGE IN FUND BALANCE	(100)	-	(100)

**Rhine River TIF Fund - 274**

TOTAL REVENUES	132,200	-	132,200
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	132,000	7,000	139,000
CHANGE IN FUND BALANCE	200	(7,000)	(6,800)

**Water Fund - 400**

TOTAL REVENUES	1,976,965	-	1,976,965
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	4,025,625	1,400	4,027,025
TOTAL OTHER FINANCING USES	20,000	-	20,000
CHANGE IN FUND BALANCE	(2,068,660)	(1,400)	(2,070,060)

**Sewage Treatment Fund - 410**

TOTAL REVENUES	2,950,000	-	2,950,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	5,694,935	(8,400)	5,686,535
TOTAL OTHER FINANCING USES	20,000	-	20,000
CHANGE IN FUND BALANCE	(2,764,935)	8,400	(2,756,535)

**Solid Waste Fund - 420**

TOTAL REVENUES	3,036,400	-	3,036,400
TOTAL EXPENDITURES	2,969,660	(6,000)	2,963,660
Refuse Collection	1,229,860	-	1,229,860
Landfill	1,467,850	(4,800)	1,463,050
Recycling	271,950	(1,200)	270,750
TOTAL OTHER FINANCING USES	15,000	-	15,000
CHANGE IN FUND BALANCE	51,740	6,000	57,740

**REASON FOR THE REQUEST:**

**To adjust for ARP actual payout of wages.  
In addition, to rebudget capital items/projects that are ordered or have been delayed in 2021 and therefore, will not be delivered or completed until FY 2022 .**

**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 as provided by law.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_

Mayor of Washington, MO

# Memo

**To:** Mayor and City Council  
**From:** Mary Sprung  
**Date:** November 1, 2021  
**Re:** Budget Amendment

---

Included in your packet for the City Council meeting later tonight, is a budget amendment for the 2021-2022 budget which is to adjust for ARP actual payout of wages and to rebudget capital items/projects that are ordered or have been delayed in fiscal year 2021 and therefore, were not delivered or completed until FY 2022.

I will be available for any questions that you may have at the City Council Workshop meeting.



BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE BID FROM AMERICOM FOR THE PURCHASE OF A NEW FINANCE COPIER

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 bid from Americom for the purchase of a new Finance Copier. A copy of said bid 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: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor of Washington, Missouri

Exhibit "A"



# City of Washington

10/7/2021

## DOCUMENT IMAGING PROPOSAL

**PRESENTED TO:**

Mary Sprung

**PRESENTED BY:**

DJ Dillenberger  
Direct: 314-714-3432  
Cell: 618-910-2604  
[djd@americomis.com](mailto:djd@americomis.com)



## Introduction Letter

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Thank you for allowing Americom an opportunity to learn more about your organization, and your managed print service needs. Based on our understanding of your environment and needs, we have been able to identify areas in which new technology could improve operations. So, we are proud to offer this customized completed proposal for City of Washington. Our proposal offers a comprehensive solution which will meet all of your current needs and will equip you with cutting edge technology services to better serve your residents.

Americom has been an industry leader in Managed Print and IT Managed Services and we look forward to having you as our newest satisfied client. From the information you provided us in our first meeting along with our findings, we have identified our all-inclusive monthly Managed Print Services will best fit your needs, and will exceed the expectations that you stated were important to your organization. We look forward to expanding our working relationship in the future and welcoming you as the newest member of the Americom Family.

## Why Americom?

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**We strive to build personal relationships.**

We understand the importance of providing a pleasurable customer experience with every aspect of your relationship with Americom. Our delivery, administration, service, sales and management team all understand we serve you, the customer.

- Locally Owned & Operated
- We Listen to Our Customer's Needs
- We Solve Our Customer's Problems
- Customer Satisfaction Promise

## Confidential Information

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By receipt and opening of this document, City of Washington agrees that the Confidential Information in this document is to be considered confidential and proprietary to Americom and City of Washington shall hold the same in confidence. Shall not use the Confidential Information other than for the purposes of its business with Americom and shall discuss it only to its officers, directors, or employees with a specific need to know. City of Washington will not disclose, publish or otherwise reveal any of the Confidential Information received from Americom to any other party whatsoever except with the specific prior written authorization of Americom.

**If it's on the network, we manage IT!**

**10352 Lake Bluff Drive St. Louis, Mo 63123**



## 360 Customer Support Guarantee

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Americom's Support 360 provides the necessary End to End satisfaction our customers have grown to expect over the past 30 plus years. When customers think of our service and support they know that we have the complete package to support their expectations for current and future needs. We are proud to provide such a high level of satisfaction to our customer's year after year.

### **RESPOND ♦ FIX ♦ REPLACE GUARANTEE\***

**RESPOND** – We promise to provide you with an average service response time within (4) hours of a down machine.

**FIX** - Our authorized technicians will respond timely with the necessary field parts inventory and fix a down machine on 89% of service calls.

**REPLACEMENT GUARANTEE** - In the event complete equipment failure occurs during the term of an agreement, and our service department is unable to repair your equipment up to manufacturer specifications, Americom will replace the equipment at no charge to you with a like for like model.

### **SERVICE TECHNICIAN EXCELLENCE**

**MANUFACTURER CERTIFIED TRAINING** – We take training and knowledge of our products seriously. Our technicians are factory trained for the equipment we sell and service.

**LOCAL RESPONSIVE DISPATCH** – Our dispatch personnel are local to take your call live. Our technicians are connected with our industry leading dispatch software to receive instant information to keep them up to date on customer needs.

**LOCAL PARTS AVAILABILITY** – Our local St. Louis warehouse stocks a large amount of inventory to ensure that parts are available on a continual basis.

### **CUSTOMER RELATIONSHIP EXCELLENCE**

**COMPLETELY SATISFIED CUSTOMERS** - Americom believes every customer should be a "Completely Satisfied Customer". To ensure ongoing COMPLETE customer satisfaction, Americom implements a detailed and process oriented "Customer Touch" program as detailed below.

**CUSTOMER CONTACT PROGRAM\*** – We complete the following on a regular schedule: Sales Cycle, Implement, Install, Thank you, Welcome, Personal Phone Follow Up, 2 Month Checklist Call, Customer Care Cards, & Routine Follow up.

**ACCESSIBLE COMMUNICATION** – Our local office is ready to take your call with a live voice every business day from 8am-5pm. In addition, if our customers feel the need they can reach our President's inbox directly through our website under our "Dear Dave" link.

*\*See program terms for additional details.*

If it's on the network, we manage IT!

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## Maintenance and Support

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### Maintenance Information:

Customer Service: A big part of our success can be attributed to our award-winning customer service. Ask any Americom Imaging Systems customer how they feel about our customer service. We are confident you'll hear very positive reviews. For more than 26 years our highly trained service team has kept our customers' equipment running efficiently, responding quickly when necessary and providing scheduled maintenance year in and year out. We feel customer service is the backbone of our business and its how we've kept customers happy for more than two decades.

Maintenance Details: An all-inclusive maintenance agreement is recommended by Americom Imaging Systems. Included in this contract are all parts, labor, toner, trip charges, and supplies. Exclusions are staples and paper.

### Additional Benefits of Americom Service:

Fleet Management Services; 15% less service calls  
Service techs have an average tenure of 21 years  
3-4 hour response time  
One easy phone call for service, supplies, & billing

## Partnering with Americom

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- Trusted business partner.
- Certified technician's one call away to service your machine.
- All of our technicians carry adequate supply of car stock.
- Americom inventories adequate supply toner and parts.
- Next day delivery for toner/ink.

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**Proposed Solution: Canon 60 page per minute**

Product Description	Accessories Included	
Canon IR DX C5860i	<ul style="list-style-type: none"> <li>• 60 Pages Per Minute</li> <li>• Document Feeder (200 Sheet Capacity)</li> <li>• 3 Large Feeding Tray w/ 3,550 sheet total capacity (2- 550 &amp; 1- 2,450 sheet trays)</li> <li>• Staple Finisher</li> <li>• Fax</li> </ul>	<ul style="list-style-type: none"> <li>• uniFLOW Online Express</li> <li>• Canon imageWARE Remote</li> <li>• McAfee Protected</li> <li>• Scan to: Email, Folder or Desktop</li> <li>• Wi-Fi Enabled/Connectivity</li> <li>• Mobile Print App (Android &amp; Apple)</li> </ul>

**Maintenance Plan**

Print/Copy Monthly Limit		Maintenance Plan Features	Support 360 Guarantee
Black	Color		
Cost per Copy \$0.0055	Cost per Copy \$0.037	Full Coverage: All parts, On-site Service Labor, Consumables including drums and toner (Excludes only paper)	See Guarantee Sheet

**Pricing**

**60-month agreement:** \$179.00/ month

Includes:

- Machine configured above
- Maintenance plan
- Support 360 Guarantee

**Customer Acceptance:**

OR

**Purchase agreement:** \$8,900.00

Includes:

- Machine configured above
- Maintenance plan
- Support 360 Guarantee

**Customer Acceptance:**

If it's on the network, we manage IT!

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# Memo

**To:** Mayor and City Council  
**From:** Mary Sprung  
**Date:** November 1, 2021  
**Re:** Copier Replacement Bids

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Our Finance copier is now out of contract and is almost 6 years old and has produced over 850,000 copies or on average 10,000 copies per month. In the last year, we have been having more issues with the rollers needing to be replaced and with paper jams. Our maintenance contract expired In July 2021. We have been informed by our current provider that it is time to consider replacement due to the volume history of this copier.

With the 2022 budget, the City budgeted \$25,000 for copier replacement. I obtained 3 bids comparing pricing for both Ricoh and Canon. The initial cost outlay for both brands of copier is within \$100 of each other. Ricoh is offering a rebate of \$1,500 if ordered by end of October. The service package was also comparable between the Canon vendors and Ricoh. Ricoh is offering a flat monthly cost option which is advantageous and would result in savings if we maintain the same volume of copies per month. However, if we reduce the monthly copies we are successful on getting more utility customers signed up for paperless billing, then the Canon vendors service package pricing results in better savings.

Ultimately, the savings potential lies in the overall page/image pricing in which the Canon model will save the City more in the next 5 years. Overall, monthly savings is estimated at \$170. The total investment cost in a 5-year period is approximately \$23,540 for Americom, \$23,602 for Canon and \$23,825 for the Ricoh. My recommendation is that the City purchase the Canon copier from Americom for an initial cost of \$8,900 with service package of \$.0055 b & w images and \$.0370 color images.

This copier is estimated to pay for itself in just over 4 years.

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE BIDS FROM AMERICAN ELECTRIC & DATA, INC., NEW MELLE, MISSOURI AND TO APPROVE THE PURCHASE OF ELECTRICAL SERVICES FOR THE CITY AUDITORIUM AND OLD POOL BATHHOUSE AND AMEND THE 2022 BUDGET

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 the bids with American Electric & Data, Inc. in an amount totaling Fifty Five Thousand Eight Hundred Fifty Dollars and Zero Cents (\$55,850.00) for the purchase of electrical services at the City Auditorium and Old Pool Bathhouse. A copy of said construction agreement is attached hereto and marked as "Exhibit A".

SECTION 2: This ordinance shall amend the 2021-2022 Budget for the purchase of electrical services at the City Auditorium and Old Pool Bathhouse specifically the following line items:

Capital Improvement Sales Tax Fund (Auditorium Project) – Buildings:

260-21-000-540200 Decrease \$10,850

General Fund - Improvements Other Than Buildings:

001-21-000-541100 Increase \$10,850

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 it's passage and approval.



Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

**“Exhibit A”****CITY-CONTRACTOR AGREEMENT**

This Construction Agreement (“Agreement”) is entered into effective as of the 1st day of November, 2021 (“Effective Date”) by and between “**American Electric & Data, Inc.**”, a Missouri for-profit corporation with offices located at “**112 St. Charles Street, New Melle, MO 63365**”, (“Contractor”), and the City of Washington, Missouri (hereinafter called the “City”) (Contractor and the City may hereafter individually be referred to as a “Party” or collectively referred to as the “Parties”).

**WHEREAS**, the Parties desire to enter into an Agreement under which the Contractor is to provide Work as described in this Agreement, currently owned, managed, or otherwise under the stewardship of the City;

**WHEREAS**, the Contractor has submitted documentation to the City, in the manner and time specified, a proposal in accordance with the terms of the Agreement and;

**WHEREAS**, the City has examined and canvassed the proposal submitted, and as a result, has determined and declared the Contractor to be the best bidder for constructing said Work, and has duly awarded to the said Contractor contract therefor, for the sums named in the proposal attached to and made a part of this contract:

**NOW THEREFORE, THIS AGREEMENT WITNESSETH**, in consideration of the recitals stated above, which all Parties agree are accurate and complete, the agreements, promises, and warranties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I.  
SCOPE AND DEFINITIONS****SECTION A. SCOPE OF THE AGREEMENT****Implementation of the Agreement**

**Paragraph 1.1.** This Agreement, and its related Exhibits and Attachments, attached hereto and incorporated herein for all purposes, comprise the entire contract between the City and Contractor concerning the Work. It may be altered only by a written Modification or Change Order.

**Paragraph 1.2.** It is the intent of the Agreement to describe a complete Project. Any Work that may reasonably be inferred from the Agreement as being required to produce the intended result shall be supplied by the Contractor at no additional cost to the City, whether or not it is specifically called for.

## SECTION B. DEFINITIONS

Wherever used in the Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Paragraph 1.3.** "Additional Work" or "Additional Services" means Work beyond the scope of services identified in the specifications described in the Bid Document.

**Paragraph 1.4.** "Agreement" or "Contract" means this signed written agreement between the City and Contractor covering the Work to be performed by Contractor, and other Addenda, attachments and Exhibits to this Agreement and made a part thereof as provided herein.

**Paragraph 1.5.** "Application for Payment" means the form approved by the City which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentations as is required by the Agreement.

**Paragraph 1.6.** "Bonds" means bid and/or performance bond or other instruments of security.

**Paragraph 1.7.** "Change Order" means a written order to Contractor signed by the City authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price issued after the Effective Date of the Agreement.

**Paragraph 1.8.** "Commencement Date" means the date upon which the Work shall begin.

**Paragraph 1.9.** "Contract Price" means the monies jointly and separately due and payable by the City to Contractor under this Agreement.

**Paragraph 1.10.** "Day" means a calendar day of twenty-four hours measured from midnight to the next midnight.

**Paragraph 1.11.** "Modifications" means (a) a written amendment of the Agreement signed by both Parties, or (b) a Change Order.

**Paragraph 1.12.** "Owner" means the City.

**Paragraph 1.13.** "Permit" means a written permit issued by any local, State, or Federal agency, or other legal authority, as required to conduct the Work.

**Paragraph 1.1.4.** "Person" means an individual, partnership, joint venture, corporation, limited liability company, or unincorporated organization.

**Paragraph 1.15.** "Project" means the total scope of Work specified in the Agreement.

**Paragraph 1.16.** "Report" means weekly, monthly, quarterly, or yearly report that demonstrates the tasks completed over that period of time.

**Paragraph 1.17.** "Subcontractor" means a Person having a direct contract with Contractor or with any other subcontractor for the performance of part of the Work.

**Paragraph 1.18.** "Third Party" or "Third Parties" means any Person other than a member of Contractor or the City.

**Paragraph 1.19.** "Unit" means a specific quantity of material or service (per park, per gallon, per tree, per mile, per track, per, acre, per sculpture, linear feet, square feet, etc.).

**Paragraph 1.20.** "Unit Price" means the dollar amount per Unit as quoted/bid in Exhibit "A".

**Paragraph 1.21.** "Work" means all of the services, labor, equipment and materials to be performed, provided, or furnished by Contractor as required by the Agreement.

## ARTICLE II. CONTRACT ADMINISTRATION

### SECTION A. CONTRACT FORMATION, INTERPRETATION, ASSIGNMENT, AND SUBCONTRACTS

#### Subcontracting and Assignments

**Paragraph 2.1.** Contractor shall supply a complete list of any and all subcontractor(s) proposed to be used under the Agreement and shall not use any Subcontractor or other Person (including those who are to furnish the principal items of material or equipment), whether initially or as a substitute, without the prior written consent of the City.

Once a subcontractor(s) has been approved by the City, the Contractor shall submit a signed and dated Contract between the Contractor and the subcontractor indicating the total dollar amount of the subcontractor's Contract. Before any subcontractor can begin work on the project, whether originally subcontracted prior to the start of the project or subcontracted after the project has begun all provisions of this article must be complied with.

**Paragraph 2.2.** The City may assign this Agreement in part or in whole including all rights and obligations to any assignee at its sole discretion and without any prior notice or consent from Contractor including but not limited to any entity that succeeds to any of the rights and obligations to provide governmental type services to the local community, including any city, county or state agency, and/or a newly formed municipality. Upon any such assignment by the City, this Agreement shall remain a valid and enforceable agreement and the original terms and conditions contained herein, or any properly amended terms and conditions shall remain valid and enforceable. Contractor shall not assign this Agreement, including to any Affiliates, without the City's prior written consent. Any purported assignment without such consent shall be void.

**Paragraph 2.3.** Contractor shall be fully responsible for all acts and omissions of its Subcontractors, of all Persons directly or indirectly employed by them and Persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of Persons directly employed by Contractor. Nothing in the Agreement shall create any contractual relationship between the City and any Subcontractor, except as may otherwise be required by law.

## **SECTION B. TERM**

**Paragraph 2.4.** This Agreement shall be effective within ten (10) consecutive calendar days of the date of the Notice to Proceed, and shall be completed by DATE TBD.

**Paragraph 2.5.** This Agreement shall continue from the Effective Date until terminated by the expiration of the Term as indicated in the Bid Documents or by termination procedures as described in this Agreement.

**Paragraph 2.6.** If Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of an employee, or of a separate contractor employed by the City; or by a Change Order in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other caused beyond the Contractor's control; or by delay authorized by the City pending mediation and arbitration; or by other causes that the City determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

## **SECTION C. CONTRACT COMMUNICATION**

### **Notices**

**Paragraph 2.6.** All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) delivered personally, (b) mailed by registered mail or certified mail, return receipt requested, postage prepaid, (c) sent by facsimile transmission, or (d) sent by e-mail. All such communications shall use the receiving Party's contact information as contained in this Article II Section C. A Party may change its contact information by sending a notice to the other Party complying with these notice requirements.

**Paragraph 2.7.** All other communications, including telephone, regular mail, e-mail, and other informal communication methods, shall be effective only when the responsible officer, director, manager, or supervisor of the receiving Party has actual knowledge of the communication.

**Paragraph 2.8.** Contractor's contact information is as follows:

**American Electric & Data, Inc.  
112 St. Charles Street  
New Melle, MO 63365**

**Paragraph 2.9.** City of Washington contact information is as follows:

**CITY OF WASHINGTON**

Attn: Chad Owens  
Parks and Rec Operations Manager  
405 Jefferson Street  
Washington, Missouri 63090  
Telephone: 636-390-1080  
E-mail: cowens@washmo.gov

**SECTION D. CONTRACT PERFORMANCE**

**Work**

**Paragraph 2.10.** Contractor, acting as an independent contractor, agrees to furnish at his/her own expense all supervision, labor, expertise, equipment, supplies, and other requirements as set forth herein and as more specifically described in the Bid Documents and will provide such in a good and "Workmanlike Manner", the term Workmanlike Manner being defined as the rendition of services in a manner deemed proficient by those with the special knowledge, training, and experience to judge such services and in accordance with highest generally accepted standard of care in the industry.

The Work approved for Electrical Modifications for City Auditorium and Historic Bath House includes the following:

- |  |               |          |
|--|---------------|----------|
| • Historice Bath House ( <i>w/Aluminum feeders</i> ) | Base Bid      | \$18,200 |
| • City Auditorium ( <i>w/Aluminum feeders</i> )      | Alternate Bid | \$37,650 |

**Contractor as an Independent Contractor**

**Paragraph 2.11.** At all relevant times to this Agreement, Contractor shall act as an independent contractor to the City in providing Work to the City. Nothing in this Agreement shall be interpreted to create any employment, partnership, or joint ventures. Except to the extent required to enable Contractor to perform his/her specific duties under this Agreement, Contractor shall no act as an agent of the City, by entering into this Agreement, the City in no way, assumes any liabilities, debts or obligations of the Contractor whether now existing or hereafter created.

**Paragraph 2.12.** Contractor shall not have the authority to incur or assume any debt, obligation, expense, or liability against the City, and shall not have the authority to bind or otherwise obligate the City to any contracts, agreements, warranties, or understandings.

**Change Orders**

**Paragraph 2.13.** Any Change Orders or Modifications to the Agreement must be approved by the City and be incorporated by written amendment to the Agreement. Contractor shall not have the authority to make, revise, alter, depart, or otherwise diverge from any of the terms, conditions, or places furnished to Contractor by the City and/or this Agreement absent consent of the City and written amendment to the

Agreement.

### Continuing the Work

**Paragraph 2.14.** Contractor shall carry on the Work and maintain the performance of the Work during all disputes or disagreements with the City, except upon the City's default hereunder. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Parties may otherwise agree in writing.

### Equipment Storage

**Paragraph 2.15.** Contractor shall be responsible for locating and providing storage for all equipment.

### Permits

**Paragraph 2.16.** Contractor shall be solely responsible for obtaining and paying for all permits and licenses related to their performance of the Work.

### Taxes and Fees

**Paragraph 2.17.** Contractor shall pay all taxes and fees which may be chargeable against the performance of the Work, or incident to the Agreement by a government agency, including but not limited to any employment related taxes, F.I.C.A. taxes, social security taxes, and other taxes and fees, directly to the appropriate governmental bodies. The City is a political subdivision of the State of Missouri and exempt from tax; The City agrees to make their tax-exempt certification available to the Contractor to the extent required to assure the City is not charged taxes which they are not responsible to pay. The City shall not be liable in any way for such fees or taxes and the Contractor shall indemnify and hold the City, their Affiliates officers, directors, members, and employees and assigns harmless from and against all claims, demands, causes of action, suits or other litigation in connection with Contractor's failure to report such taxes and fees. No additional compensation will be paid to Contractor for taxes or fees.

### Contract Price and Payment Procedures

**Paragraph 2.18.** Contract Price constitutes the total compensation (subject to authorized adjustments made by a Change Order) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price. The City agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **Fifty Five Thousand Eight Hundred Fifty Dollars and Zero Cents (\$55,850)**, subject to additions and deductions as provided in the Contract Documents.

**Paragraph 2.19.** Contractor shall submit to the City monthly Applications for Payment that shows all applicable areas where the Work was performed. Failure to fully comply with the Application for Payment procedure will cause daily in processing payments.

**Paragraph 2.20.** On the twenty-fifth (25<sup>th</sup>) day of each month and no later than the thirtieth (30<sup>th</sup>) of the month during the Term of the Agreement, beginning with the first (1<sup>st</sup>) month after the Commencement Date, Contractor shall submit to the City the Application for Payment, accompanied by (a) the monthly

Report, (b) a sworn statement by Contractor certifying (i) the Application for Payment is correct, (ii) all insurance required by this Agreement is in full force and effect, (iii) all Subcontractors and suppliers have been paid from previous Applications for Payment, (iv) Certified payroll, and (v) the Contractor is not in default under any provisions of the Agreement and that no event has occurred which with the passing of time or the giving of notice could be a default under the Agreement, and (c) any other documents, information or data which the City request be provided.

**Paragraph 2.21.** If the City disputes any portion of an Application for Payment, they shall, within thirty (30) Days of receipt of the Application for Payment, furnish the Contractor a reasonably detailed explanation of the objection, and may withhold payment on the portion in dispute. If Contractor objects to the withholding, it shall provide the City with written notice of its objection within ten (10) Days of receipt of the written explanation from the City. The Parties may then proceed to Dispute Resolution as described in this Agreement as to any disputed amount. All undisputed amounts shall be paid within forty-five (45) Days of the receipt of the Application for Payment by the City.

**Paragraph 2.22.** Contractor shall notify the City in writing within ten (10) Days of their receipt of payment from the City, if there is any discrepancy based on a Contractor audit of the number of Units. This notice shall include the nature of the disagreement, the address of the location of the Unit in question, the type of service being provided, and the date such service began or ended. If the Contractor does not notify the City of a discrepancy within the ten (10) Day period, the discrepancy is waived, and the Contractor is afforded no further recourse, right or remedy as to the discrepancy.

**Paragraph 2.23.** At any time during the Term of the Agreement, the City may by Change Order alter the number of Units applicable to the Work. If the number of Units is increased, the Work on any additional Units will be paid to Contractor in an amount equal to the number of additional Units multiplied by the Unit Price herein. If the number of Units are decreased, the Contract Price will be reduced in an amount equal to the number of Units decreased multiplied by the Unit Price. Unit Price and Units are described in the specifications in Exhibit "A".

**Paragraph 2.24.** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when: the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate for Payment has been issued.

### **Liquidated Damages**

**Paragraph 2.25.** Contractor and City recognize that time is of the essence and that City may suffer financial loss if the Work is not completed within the times specified in the Bid Document, plus any extensions thereof allowed. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$500.00 for each day that expires after the time specified in the Bid Document above until the Work is complete.

### **Character and Conduct of Contractor's Employees and Subcontractors**

**Paragraph 2.26.** The Contractor's employees and Subcontractors who normally and regularly come into direct contact with the public shall bear some means of company identification such as a company



uniform with name badges, name tags or identification marks. Vehicles and equipment shall also bear some means of company identification (as identified in the Bid Document).

**Paragraph 2.27.** The Contractor shall perform the Work with as little noise and as little disturbance to Third Parties and surrounding property owners as possible.

**Paragraph 2.28.** Care shall be taken by Contractor to prevent damage to property, including buildings, sidewalks, parking lots, trails, roads, pavilions, playgrounds, lawns, shrubs, flowers, trees, plants, etc. on City-Owned Property, Rights-of-Ways or of Third Parties.

### **Safety and Protection**

**Paragraph 2.29.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall appoint a qualified, experienced safety representative, whose duties shall be the prevention of accidents and the maintaining and supervision of the safety precautions and programs.

### **Injury or Damage**

**Paragraph 2.30.** Contractor shall promptly notify the City of all damage to property belonging to the City or Third Parties, or injuries incurred by persons other than employees of Contractor in no case later than one (1) hour after the injury or damage occurred.

**Paragraph 2.31.** Contractor shall be responsible for any damage to the property, real or personal, of any Third Party or of the City that is caused by any act or omission of the Contractor in the performance under the Agreement. If the City finds that the Contractor has failed to completely reimburse the Third Party any amount and the City, and the City deems it necessary to compensate the Third Party for its damaged property, the City may pay the Third Party and deduct this amount from the amount due to Contractor under this Agreement. The City reserves the right to pay all fines, penalties, costs and assessments levied by any governmental authority against the Contractor and to withhold said amount from any payments due to Contractor under this Agreement. The terms and conditions of this paragraph shall survive the termination of this Agreement.

## **SECTION E. PERFORMANCE AND TERMINATION**

### **Force Majeure**

**Paragraph 2.32.** Contractor and the City shall be excused from complying with the terms and conditions of this Agreement if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure event. A Force Majeure event will not excuse either Party from making payments, performing indemnity obligations (as applicable), or other duties not directly limited by the Force

Majeure event, except as otherwise provided within this paragraph entitled "Force Majeure". "Force Majeure" includes acts of God, floods, blizzards, ice storms, and hurricanes; insurrection, revolution, piracy, and war. Strikes, slowdowns, walkouts, lockouts, industrial disturbances and labor disputes are not excused under this provision.

### **Provisions Surviving Termination**

**Paragraph 2.33.** In the event of termination of this Agreement, the terms and conditions which expressly survive termination of this Agreement and those dealing with warranty, indemnities, audit, confidentiality, insurance, arbitration, disclaimer of consequential damages and any limitation of liability, shall survive termination and remain in full force and effect.

### **Termination by the City**

**Paragraph 2.34.** The City may terminate the Agreement upon 1) thirty (30) Days written notice for any reason, or 2) upon any of the following events of default ("Events of Default") if after giving the Termination Notice described in Paragraph 2.36, the Contractor has not cured the Event of Default within the applicable cure period:

- A. If Contractor fails to fulfill or maintain in a timely and proper manner any obligations, duties or provision of the Agreement, and Contractor fails to cure such default to the satisfaction of the City within ten (10) Days of the Contractor's receipt of written notice from the City specifying the how the Contractor failed to perform in reasonable detail.
- B. If Contractor is adjudicated voluntarily bankrupt, or if Contractor is subject to the appointment of receiver or trustee and fails to have the receiver or trustee removed within sixty (60) Days, or if any assignment or Contractor's property shall be made for the benefit of creditors, or if Contractor becomes insolvent, or unable to pay its debts as they become due.
- C. If there is a change of Control of the Contractor, whether voluntarily or by operation of law, or substantially all the assets of the Contractor are sold or transferred voluntarily or otherwise, the Agreement shall terminate unless the City agrees by Change Order to continue the Agreement with the Contractor after the change of Control or disposition of assets. The Contractor shall promptly notify the City of any actual or proposed change in, transfer of or acquisition by another party of Control of the Contractor. "Control" as used herein means the power, whether direct or indirect, to direct the affairs of the Contractor by whatever manner exercised. Any agreement by the City to continue this Agreement after the change in Control or disposition of assets shall be contingent upon the new controlling party or owner of the assets becoming a signatory to the Agreement and otherwise complying with all the terms and conditions herein, including but not limited to the submission of Bonds, if required by this Agreement, and certificates of insurance acceptable to the City.

### **Administrative Fee**

**Paragraph 2.35.** If there is an Event of Default which the Contractor does not cure within the applicable cure period, the City may charge and the Contractor shall pay to the City an administrative fee to compensate the City for its costs associated with the Contractor's failure to perform the Work as required in this Agreement. The City may levy this administrative fee without terminating this Agreement. The fee shall be equal to 1.5 times the Unit Cost multiplied by the number of Days the Event of Default continues uncured after the expiration of the applicable cure period and shall be payable to the City by the Contractor upon written demand. The Parties stipulate that the fee is a reasonable estimate and is not to be construed

as a fine or penalty, and shall be in addition to any other remedy the City may have at law, in equity or under the Agreement.

### **Termination Notice: Cancellation of Orders and Subcontracts**

**Paragraph 2.36.** Upon the occurrence of an Event of Default subject to any applicable notice and cure period, the City should they elect to terminate the Agreement, will issue a written notice of termination (the "Termination Notice") to the Contractor. In addition, the City may issue a Termination Notice for any reason as so long as the Contractor is given thirty (30) Days' notice in the Termination Notice. Termination shall be effective upon the date specified in the Termination Notice, and upon said date this Agreement shall be deemed immediately terminated and thereafter neither Party shall have any rights or obligations under this Agreement except as expressly provided herein. Any termination of the Agreement shall not relieve the Contractor (a) from the obligation to pay any fees, taxes or other charges then due to the City or any other Third Party incident to the Agreement, (b) from the obligation to file any monthly, quarterly or annual Reports through termination, (c) from any claim from damages previously accrued or then accruing against the Contractor nor (d) from any provisions of this Agreement that expressly survive termination. Upon the effective date of termination as contained in the Termination Notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work and shall proceed to promptly cancel all existing orders and subcontracts for the Work. Contractor shall immediately submit an Application for Payment showing in detail the Work performed through the date of termination. The City agrees to compensate the Contractor for that portion of Work actually performed prior to the effective date of termination and not disputed under this Agreement and not previously paid, less any charges, deductions, or administrative fees. Termination of this Agreement shall not affect any rights or remedies of the City against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by the City shall not release Contractor from liability.

### **Termination or Stop Work by Contractor and Remedies for Default by the City**

**Paragraph 2.37.** If through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) Days by the City or under an order of court or other public authority, or the City fails for sixty (60) Days to pay Contractor any sum not in dispute, or if the City otherwise default hereunder, then Contractor may, (i) upon fifteen (15) Days written notice to the City, and provided the City does not remedy such suspension or failure to pay within that time, terminate this Agreement and recover payment from the City for the undisputed Work which Contractor completed prior to the effective date of termination, or (ii) upon seven (7) Days written notice to the City stop the Work until payment of all such amounts due Contractor are received, without termination of this Agreement as the Contractor's sole and exclusive remedies.

## **ARTICLE III. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

### **General Service Warranty**

**Paragraph 3.1.** The general service warranty applies to all services performed by Contractor or its subcontractors. Contractor warrants it will perform all services in a good and Workmanlike Manner.

**Contractor’s Representations and Warranties**

**Paragraph 3.2.** Contractor is familiar with the nature and extent of the Agreement, the Work, the locality, with all local conditions and federal, state, and local laws, ordinances, rules, and regulations including but not limited to all rules, regulations, and the restrictive covenants governing the land within the jurisdiction of the City, that in any manner may affect cost, progress or performance of the Work.

**Paragraph 3.3.** The person signing this Contract on behalf of the Contractor is authorized by Contractor to do so.

**Paragraph 3.4.** Contractor’s representations and warranties under this Article III of the Agreement entitled Contractor’s Representations and Warranties will survive the termination of this Agreement.

**ARTICLE IV.  
FINANCIAL ADMINISTRATION**

**SECTION A. APPLICATIONS FOR PAYMENT AND PROCEDURES**

**Contractor’s Invoices**

**Paragraph 4.2.** Applications for Payment shall be submitted in such form and accompanied by such certification and documentation as the City may reasonably request, including the following as applicable: (a) Daily rate and the number of day worked in performing the Work, (b) the type and quantities of materials or supplies furnished by Contractor and utilized in performing the Work (e.g. chemicals), (c) the dates and hours equipment or machinery was employed in performing the Work, (d) Report on number of acres cleared, and (e) any charges for extra services authorized by the City (Each service must be individually listed next to its charge and approved proposals or Change Orders must be included).

**Payment of Application for Payment**

**Paragraph 4.3.** Except as provided in the paragraph entitled “Disputed Invoices,” the City agrees to pay Contractor’s Application for Payment within thirty (30) Days after the City’s receipt of the Application for Payment.

**Remedies for Unpaid Invoices**

**Paragraph 4.4.** Undisputed Applications for Payment or the undisputed part of an Application for Payment remaining unpaid after forty-five (45) Days from receipt by the City shall accrue simple interest at the rate of 10% per annum (or the maximum interest rate allowed by applicable law, whichever is less), from the 46<sup>th</sup> day after receipt by the City through the day the City mails payment to the Contractor.

**Disputed Applications for Payment**

**Paragraph 4.5.** If the City, in good faith, disputes any Application for Payment in whole or in part, the City shall notify Contractor of the dispute within the time required for payment and shall timely pay any undisputed portion. Interest shall not accrue on the amounts disputed in good faith.

**City Payment Does Not Constitute Waiver**

**Paragraph 4.6.** The City payment of an Application for Payment shall not prevent it from later filing claims against Contractor or waive its rights to recover money previously paid to Contractor. Without limiting the generality of the preceding sentence, the City may recover any sums paid to Contractor by mistake of law or of fact.

**SECTION B. LIENS AND CLAIMS****Contractor's Obligations Concerning Liens and Claims**

**Paragraph 4.7.** Contractor shall pay all valid claims for its labor, materials, services, supplies, and products as they become due. Whether a claim is valid or invalid, no lien, privilege, charge, or similar encumbrance shall become fixed upon the City lands, fixtures, improvements, or other property because of Contractor's failure to pay for goods or services provided for hereunder. After being notified of the existence of such claims, charges, liens, privilege, or encumbrances, Contractor agrees to take all necessary steps to obtain the release of such lien, privilege, or encumbrance.

**Paragraph 4.8.** If Contractor fails or refuses to pay its claims or indebtedness, then the City shall have the right to pay any such claims or indebtedness out any money due or to become due to Contractor under this Agreement; provided, however, the City shall not pay any such claim or indebtedness as long as Contractor is actively contesting it and has taken all actions necessary (including the posting of a bond or security if appropriate) to protect the City's property interests and the interests of other Persons in that same property.

**Paragraph 4.9.** Before the City pays any Application for Payment, the City may require Contractor to certify that there are no unsatisfied claims for labor, materials, equipment, supplies, or products.

**ARTICLE V.  
RISK MANAGEMENT****SECTION A. GENERAL INDEMNIFICATION****Release, Defense, and Indemnity**

**Paragraph 5.1.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City and its officers, directors, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

**Paragraph 5.2.** Contractor agrees to release, protect, defend, indemnify, and hold harmless the City or any of its officers, directors, employees, agents, consultants and subcontractors from and against any and all claims (including claims of Third Parties and claims of spouses, heirs, survivors, legal representatives, successors and assigns) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work for personal injury, illness, death, property (whether real or person, owned or leased) damage) and loss arising out of or resulting from the performance of this Agreement suffered by Contractor **EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY MEMBER(S) OF THE CITY.**

The release, protection, defense, indemnity and hold harmless obligations assumed by Contractor, and the limitations afforded the City, in this paragraph include any liability for employment discrimination, medical, compensation, or other benefits owed to employees of Contractor as a result of the direct employment relationship of such individuals with a member of Contractor even if such individuals are determined to be the borrowed or statutory employee of any member(s) of the City.

The indemnities in Paragraph 5.2 of this Agreement shall only be effective to the maximum extent permitted by the applicable law, either legislative enactment or a controlling judicial decision. If such existing or future law limits in any way the extent to which indemnification may be provided to an indemnity that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provision set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law. The liability of the City is limited due its status as a political subdivision of the State of Missouri.

**Paragraph 5.3.** For the purpose of Article V, the phrase "arising from or resulting from the performance of this Agreement" shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals and/or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.

### **Indemnity for Removal of Liens**

**Paragraph 5.4.** Should the Contractor fail to fulfill its obligations under Article IV Section B concerning removal of liens, privileges or encumbrances on the property of any resident(s) of the City or property of the City arising out of performance under this Agreement, Contractor agrees to release, protect, defend, indemnify, and hold harmless the City for its direct costs actually incurred in removing such lien, privilege or encumbrance, should the City decide to proceed with removal.

### **Limitation on Damages**

**Paragraph 5.5.** Contractor agrees that no resident(s) of the City will be responsible for and specifically agrees to release, defend, indemnify, and hold harmless the residents of the City, Mayor, City

Council, employees, and agents form any and all liability for indirect, special, incidental, consequential, punitive or exemplary damages suffered by any employee(s) of Contractor.

## **SECTION B. INSURANCE**

### **Basic Insurance Coverage**

**Paragraph 5.6.** The Contractor and all subcontractors shall support its indemnity obligations by furnishing liability insurance coverage of the types set forth.

#### **Comprehensive General Liability and Bodily Injury**

Including Death: \$1,000,000 each person  
\$3,000,000 each occurrence

Property Damage: \$3,000,000 each occurrence  
\$3,000,000 aggregate

#### **Comprehensive Automobile Liability, Bodily Injury**

Including Death: \$1,000,000 each person  
\$3,000,000 each occurrence

Property Damage: \$3,000,000 each accident

#### **Owner's Protective Bodily Injury**

Including Death: \$1,000,000 each occurrence  
\$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence  
\$1,000,000 aggregate

#### **Workers Compensation**

The Contractor shall procure and shall maintain during the term of the Agreement, Workers' Compensation insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be \$1,000.00 per occurrence.

### **Insurance Endorsements and Provisions**

**Paragraph 5.7.** Prior to commencing to Work under this Agreement, Contractor shall obtain a waiver of subrogation from its insurers on the policies required in favor of the City.

**Paragraph 5.8.** All such insurance coverage required under this Agreement shall name the City as an additional insured.

**Paragraph 5.9.** Have such policies contain or be endorsed to contain a severability of interest provision so that each insured shall be treated separately under the policy so that the insurer may not deny enforcement based on the conduct or omissions of another insured; provided, however, this provision shall not cause any insurer or underwriter to pay more than the limits of the insurance coverage provided;

- Be primary over any insurance coverage maintained by the City;
- Be maintained in full force and effect during the term of this Agreement; and
- Contain provisions stating that such policies shall not be materially changed or cancelled without thirty (30) Days prior written notice having first been furnished to the City.

### **Certificates of Insurance**

**Paragraph 5.10.** Contractor and all Subcontractors agree that prior to commencing any of the Work under this Agreement; they shall have their insurance carrier furnish the City a certificate or certificates of insurance and endorsement page(s) evidencing insurance coverage in accordance with the requirements identified herein. Acceptance by the City of a certificate or certificates of insurance and/or endorsement page(s) showing coverage not in compliance with the insurance requirements of this Agreement shall not relieve Contractor or Subcontractor(s) from its obligations under this Agreement.

### **Performance Bond and Labor and Material Payment Bond**

**Paragraph 5.11.** Contractor shall furnish with the executed Agreement a Performance and Payment Bonds, each in an amount at least equal to the Contract Price of the Agreement as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, and also a Labor and Material Payment Bond in an amount at least equal to the Contract Price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance bond and the Labor and Material Payment Bond may be in separate instruments, however, if combined into one the amount shall be for two hundred percent of the Contract Sum. The City will hold the Bonds for the duration of the Contract, as security for faithful performance and payment of all obligations under the Contract Documents.

**Paragraph 5.12.** Shall use the Performance Bond forms contained in the contract documents.



**Paragraph 5.13.** All Bonds signed by an agent must be accompanied by a certified copy of agent's authority to act. Only surety companies authorized to do business in, and having an agent for services in the State of Missouri will be acceptable.

**Paragraph 5.14.** If the Surety on any Bonds furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall substitute another Bond and Surety, both of which must be acceptable to the City before continuing the Work.

### Severability

**Paragraph 5.15.** If any part of Article V contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Article V and deemed nonbinding while all other parts of this Article V shall remain binding.

## ARTICLE VI. LEGAL ADMINISTRATION

### SECTION A. COMPLIANCE WITH LAWS AND REGULATIONS

#### General Legal Compliance

**Paragraph 6.1.** Contractor shall comply with all applicable local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Agreement as well as other regulations and restrictive covenants of the City.

If the Contractor discovers any provisions in the Agreement which is contrary or inconsistent with any law, ordinance, or regulation, it shall immediately report same in writing to the City.

**Paragraph 6.2.** 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, 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 calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this Contractor, by him/her or by any subcontractor under him/her.

**Paragraph 6.3.** Contractor shall affirm by sworn affidavit that he/she has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services and to sign the affidavit affirming that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the Contract. Such affidavit shall be required as a condition of this Contract prior to or at the time of execution of this Contract, and Contractor shall provide documentation for the program.

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**SECTION B. GOVERNING LAW AND DISPUTE RESOLUTION**

**Paragraph 6.4.** The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri. The Agreement is performable in Franklin, County, Missouri, and the Parties agree that venue for any dispute under the Agreement shall be Franklin County. Any Party, who is the prevailing Party in any legal proceeding brought under or in relation to the Agreement shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

**SECTION C. MISCELLANEOUS****Severability**

**Paragraph 6.5.** If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed nonbinding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

**Singular and Plural**

**Paragraph 6.6.** Reference to one gender includes a reference to the other gender.

**Headings**

**Paragraph 6.7.** The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

**Counterpart Execution**

**Paragraph 6.8.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes. No Party shall be bound to this Agreement unless and until all Parties have executed a counterpart.

**Binding Authority**

**Paragraph 6.9.** Each of the individuals executing this Agreement represents that he or she has full right and authority to execute this instrument on behalf of the City or Contractor, as the case may be, and to bind such Party. If the Person executing this Agreement has a title that includes the term "Manager," "Director," or "Vice President," then the Parties agrees that such Person has apparent authority to execute this Agreement and bind the Party. If such Person executes this Agreement on behalf of a Party, the other Party is not required to obtain a power of attorney, delegation of authority, or corporate resolution evidencing such authority.

**Entirety of Contract**

**Paragraph 6.10.** The Agreement embodies the entire contract between Parties.

**Waiver**

**Paragraph 6.11.** Failure to exercise any option to terminate shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provisions or any other provision. The failure of the City at any time to enforce or to object to a failure or refusal to perform any terms, condition, or covenant of the Agreement, or to exercise any option herein giver, or to require at any time performance by the Contractor of any term, condition, or covenant hereof, shall in no way constitute a waiver of any subsequent breach, or effect the validity of the Agreement or any part hereof or the right of the City thereafter to enforce the same, but shall apply only to the specific instance to which the failure to enforce is directed.

**Approvals**

**Paragraph 6.12.** All approvals or consents required or permitted pursuant to the Agreement shall be writing in order to be considered valid and effective.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

**CITY OF WASHINGTON**

By \_\_\_\_\_  
Sandy Lucy, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Sherri Klekamp, City Clerk



**CONTRACTOR**

\_\_\_\_\_

By \_\_\_\_\_  
"Contractor"

Title \_\_\_\_\_

(SEAL)

ATTEST:

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

7i



November 1, 2021

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

RE: Bid Recommendation – Electric for City Auditorium and Old Bathhouse

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular item or piece of equipment should be replaced, staff will annually review and analyze it to determine the current condition and the need for replacement. As such, the Parks and Recreation Department identified the need to replace the electrical services at the City Auditorium and Old Pool Bath house in the 2021-2022 Parks & Recreation Capital Improvement Fund Budget in order to prepare for future renovations of the buildings. Aluminum feeders, in lieu of copper, would be used to reduce costs. The \$55,850.00 total project amount is over the \$45,000.00 budgeted. Staff is proposing to use a portion of the \$900,000.00 budgeted for the City Auditorium Improvements Project that is included in the 2025 Capital Improvement Sales Tax Fund to pay for the overage of \$10,850.00. If the overage amount were used, \$889,150.00 would be left in the City Auditorium Project.

**Accordingly, the Parks and Recreation Commission and staff recommend that Council consider American Electric & Data, Inc. bids for new electrical services at the City Auditorium and Old Bathhouse in the amount of \$55,850.00, which is over the budgeted amount of \$45,000.00. A budget amendment would be in order for the remaining \$10,850.00 to be used from the Capital Improvement Sales Tax Fund – Buildings (540200) – Parks (21) – Auditorium Improvements Project funds, leaving \$889,150.00 remaining in the fund.**

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

Respectfully,

*Wayne Dunker*

Wayne Dunker, CPRP  
Director of Parks & Recreation

**Bid Tabulation Sheet**

**CITY OF WASHINGTON  
ELECTRICAL UPGRADES**

**HORN  
ARCHITECTS**

September 9, 2021

	AMERICAN ELECTRIC		ECKELKAMP ELECTRIC	GRATZA ELECTRIC	HANENKAMP ELECTRIC	M.R. BATHE ELECTRIC	MUNDWELLER ELECTRIC
Addenda No. 1 & 2	X		X	X	X	X	X
BASE BID - Bath House	\$ 28,500	\$ -	\$ 30,250	\$ 30,406	\$ 28,957	\$ 36,469	\$ 44,356
Alternate Bid # 1 - Auditorium	\$ 44,750	\$ -	\$ 58,995	\$ 74,885	\$ 59,201	\$ 71,047	\$ 8,656
TOTAL BID (Base Bid + Alt. Bid #1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Error  
Contractor said  
he left out a "0"  
\$80,656*

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID FROM OAKLEY FERTILIZER, ST. LOUIS, MISSOURI AND TO APPROVE THE PURCHASE OF BULK ROCK SALT 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 Oakley Fertilizer, St. Louis, Missouri, in an amount of Seventy One Dollars and Eighty Cents (\$71.80) per ton, & Emergency Salt for Seventy Six Dollars and Eighty Cents (\$76.80) per ton, for the bulk rock salt supply & delivery for inclement winter weather operations within the City of Washington. 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

75

**“Exhibit A”**

**SALES CONTRACT**

This Sales Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Oakley Fertilizer, 1 Angelica Street, St. Louis, MO 63147, 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 the purchase of Bulk Rock Salt as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with Bulk Rock Salt for payment of Seventy-One Dollars and Eighty Cents (\$71.80) per ton & Emergency Salt for Seventy Six Dollars and Eighty Cents (\$76.80) per ton for the period of October 2021 thru September 30, 2022.

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: \_\_\_\_\_  
City Clerk





October 19, 2021

RE: Recommendation – Purchase of Bulk Rock Salt for the Street Department

Honorable Mayor and City Council,

As you may be aware every year we go out for bid for the lowest & best price for bulk rock salt (supply & delivery) for inclement winter weather operations within the City of Washington. The Street Department has budgeted for Bulk Rock Salt out of the Chemical Account (001-18-000-533100).

We sent out specifications to five (5) companies and only received two (2) bids back. Below is a list of the bid outcome.

COMPANY NAME	1,000 - 4,000 TONS SALT	0-500 TONS EMERGENCY SALT
Oakley Fertilizer	\$71.80	\$76.80
Morton Salt	\$74.03	\$84.03
Compass Minerals	Sent regrets unable to bid at this time	
Cargill Inc.	Sent regrets unable to bid at this time	

I am recommending that the City of Washington go with Oakley Fertilizer who has the lowest and best bid for the City of Washington.

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

Tj

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH VANDEVANTER ENGINEERING FOR THE COMPLETE REBUILD OF WESTLINK LIFT STATION

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 Vandevanter Engineering, in an amount totaling One Hundred Seventy Four Thousand Seven Hundred Twenty Six Dollars and Zero Cents (\$174,726.00) for the Rebuild of Westlink Lift Station. 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 its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

TK

**“Exhibit A”  
SALES CONTRACT**

This Sales Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Vandevanter Engineering, Fenton, MO 63026**, hereinafter referred to as “Seller”; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the sole supplier of the Complete Rebuild of Westlink Lift Station for the Wastewater Department.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with services for Complete Rebuild of Westlink Lift Station for the payment in the total sum of One Hundred Seventy Four Thousand Seven Hundred Twenty Six Dollars and Zero Cents (\$174,726.00).

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:

\_\_\_\_\_

CITY OF WASHINGTON, MISSOURI

BY: \_\_\_\_\_

Company Representative

BY: \_\_\_\_\_

Mayor - Washington, MO

ATTEST: \_\_\_\_\_

City Clerk

7K



**Date:** 10/08/2021

**To:** Mayor and City Council

**From:** Kevin Quaethem Public Works Superintendent

**Subject:** Complete rebuild of Westlink Lift Station

Dear Mayor and City Council,

The Wastewater Department placed in the 21-22 budget \$200,000.00 for the complete replacement of the equipment at the Westlink Lift Station. This station will be converted over to the submersible pump status as Walnut Street, West End, West Main, and M.E. Frick Lift Stations.

We received a proposal from Vandevanter Engineering for the supply and installation of equipment for \$174,726.00. Vandevanter is the sole source supplier of Flygt pumps and equipment in our area.

We are asking for your approval to proceed with the proposal from Vandevanter Engineering.

Thank You,

*Kevin Quaethem*

Kevin Quaethem

Public Works Superintendent



October 21, 2021

**PROPOSAL OP-531113R1**

**To:** City of Washington, Mo.

**Project:** - West Link LS | Submersible Retrofit, Control Panel, Valve Vault

**ATTN:** Mr. Kevin Quaethem

We are pleased to provide the following proposal for making updates at you West Link LS. This proposal consists of equipment, installation, and start-up.

**(2) Flygt Submersible Pumps (3171.185)**

- **Hard Iron Non-Clog N Impeller | - Hard Iron Wear Plate**
- **Dual Tungsten Carbide Active Seals**
- **25HP, 460V, 3Phase, FLS, 4" Discharge, 50ft Power Cable**

**(1) Wet Well Lid with Access Hatch**

- **Precast Concrete Lid (144")**
- **Aluminum Access Hatch (36"x60")**

**(1) Valve Vault with Lid and Access Hatch**

- **Precast Concrete Valve Vault (5'x5'x5')**
- **Aluminum Access Hatch (48" x 70")**

**Piping and Valves**

- **4" Discharge to 4"x 6" Eccentric Expansion**
- **6" Ductile Iron Discharge and Valve Vault Piping**
- **6" Pratt Cast Iron Body Check Valves with Bronze to Buna Seat (Qty. 2)**
- **6" Pratt Cast Iron Body Plug Valves with Buna Coated Plug (Qty. 2)**

**Lift Station Controls**

- **NEMA 4X SS Control Panel**
- **Flygt Leakage Sensor and Thermal Protection**
- **Pumpsmart VFD Motor Controls with Door Mount Keypads**
- **MJK Submersible Transducer + Backup Float**
- **Intrinsically Safe Barrier**

**(1) Bypass Rental Pump for Installation Period**

**(1) Lot of Labor for Installation Materials, Mileage, Labor, SCADA Set-Up, and Station Start-Up**

**Duplex VFD – Bypass Pump Control Panel**

- Duplex Pump Control Panel for (2) Flygt 25HP, 31FLA, 460VAC, 3-Phase, 60 Hz pumps
- Operation: Pumpsmart VFD Multimode control for primary mode of operation; TC-2000 with 1 float for backup mode. Manual VFD bypass operation via start & stop pushbuttons.
- NEMA 4X 304SS Freestanding, Double Door, Dead Front, Padlockable Enclosure with 3-point latch

**Panel to include:**

Main lugs for incoming power connection  
Condensation heater and adjustable thermostat  
TVSS – 3-phase, 460VAC, 50kAIC  
304SS air conditioner with branch protection  
Thermal magnetic circuit breaker for each pump  
Mount and wire Pumpsmart PS220 VFDs and door mount keypad kits  
Bypass contactors (mechanical and electrical interlocking) and overload for each pump  
2KVA control power transformer  
DC power supply  
15A GFI outlet on inner door  
Control power breakers and branch fuses  
Control relays and time delay relays  
Mount and wire TC2000 for bypass control  
Mount and wire MiniCAS on inner door  
Control relays and time delay relays as required  
Intrinsically safe relay for (1) float  
Mount and wire intrinsically safe barrier for transducer  
ETM for each pump – non resettable  
H-O-A and VFD-Bypass switch for each pump  
VFD-Bypass switch and Start / Stop pushbutton for each pump  
Backup pilot light and Reset pushbutton  
LED pilot lights for Run, VFD Fault, Bypass Mode and Backup Active  
Simplex outlet for SCADA  
12" x 12" space on backpanel for SCADA  
Red strobe alarm light and horn with silence switch  
Terminal strip for all field connections  
Mount and wire VDE supplied equipment  
AutoCAD drawings and electronic submittals



**Project Assumptions and Responsibilities**

This proposal assumes that the City of Washington, Mo will perform:

- Installation of Bypass Connection on Existing Force Main
- Utility locates for entire project
- All Excavation work required to complete tasks for above proposal
- Removal and setting of concrete lips and valve vault as required
- Vac-Truck Services as requires
- Concrete for pouring of new floor in new wet well (~8.75yards)
- Utility Disconnect and Reconnection as required

**Total Price for All Items Listed Above .....\$174,726.00**

If you have any questions or concerns, please contact Joe Beffa or Nick Santangelo.

**F.O.B. – Factory | Freight is not included | Anything not specifically listed to be assumed by other**



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

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

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

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

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

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

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

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

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please

TK





sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

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

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact me at (314) 520-2876. If the proposal meets your approval, please sign, date, and mail/email/fax a copy back to me.

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

Sincerely,

**VANDEVANTER ENGINEERING CO.**

**ACCEPTED THIS DATE:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

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

**Project Name:** West Link LS | OP-531113R1

TK

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH COE EQUIPMENT INC., FOR THE PURCHASE OF AN UPGRADED SEWER LINE INSPECTION EQUIPMENT

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 Coe Equipment Inc. in an amount totaling Forty One Thousand Six Hundred Five Dollars and Zero Cents (\$41,605.00) for the purchase of a Camera Head, Tractor, Computer and Software Program. 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 its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

**“Exhibit A”  
SALES CONTRACT**

This Sales Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Coe Equipment Inc., 5953 Cherry Street, Rochester, IL 62563**, hereinafter referred to as “Seller”; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the sole supplier of the Upgrade to Sewer Line Inspection Equipment for the Wastewater Department.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with replacement of the current camera head, tractor, computer and software for the payment in the total sum of Forty One Thousand Six Hundred Five Dollars and Zero Cents (\$41,605.00).

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:  
  
CITY OF WASHINGTON, MISSOURI

BY: \_\_\_\_\_  
Company Representative

BY: \_\_\_\_\_  
Mayor - Washington, MO

ATTEST: \_\_\_\_\_  
City Clerk



**Date:** 10/08/2021

**To:** Mayor and City Council

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

**Subject:** Purchase upgrade equipment for 2010 Sewer line inspection trailer.

Dear Mayor and City Council,

The Wastewater Department placed in the 21-22 budget \$65,285.00 to upgrade the Sewer Line Inspection Equipment in our 2010 Aires Sewer Inspection Trailer.

We received a replacement quote from Coe Equipment Inc. for \$41,605.00, which will replace the current camera head, tractor, computer, and software program.

Coe Equipment Inc. is the sole supplier of Aries Equipment.

We are asking for your approval to proceed with the purchase of equipment from Coe Equipment Inc.

Thank You,

*Kevin Quaethem*

Kevin Quaethem

Public Works Superintendent

# Coe Equipment Inc.

## Quotation

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

Date	Quote #
10/20/2021	5265

Requested By
City of Washington 405 Jefferson Washington, MO 63090-2607

Ship To
City of Washington Public Works Dept. 4 Chamber Drive Washington, MO 63090-2607

Customer Contact	Quoted By	Sales Contact	Terms
Kerry	Scott	Matt	Net 30
Description	Qty	Price Each	Total
PE3530-SK PE3530 P&TZ Wiper Camera with Case, Manual, and Spare Kit	1	25,690.00	25,690.00T
Trade in a used, working PE3500 SN 1007011 camera and		-7,500.00	-7,500.00
Coe will credit \$7,500 for a new PE3530 camera after exchange			
SUBTOTAL			18,190.00
TR3300 Pathfinder 6"-15" Tractor Kit with Case, Manuals, and Spare Kit	1	14,165.00	14,165.00T
SUBTOTAL			14,165.00
Performance Rack Mount Computer 4U Rack Mount Computer, Windows 10 Professional, Intel i5 processor, 16GB RAM, 1 TB SSD Data HD, 1 TB SSD System HD, Keyboard + Mouse, Ruggedize motherboard. PipeTech software pre-installed and configured.	1	3,300.00	3,300.00T
PipeTech INSPECT Upgrade from Scan to INSPECT w/mainline, lateral modules. Includes NASSCO v7. Requires active support and maintenance.	1	5,950.00	5,950.00T
SUBTOTAL			9,250.00
Includes Rack Install, Delivery, and Half Day of Training on Software.			
Missouri Municipal/Exempt from Sales Tax		0.00%	0.00
Plus freight and tax, as applicable. This quotation expires 30 days from the date shown above.		<b>Quotation Total \$41,605.00</b>	

PLEASE DO NOT PAY FROM THIS DOCUMENT.



7/15/2021

**RE: Sole Source Supplier Letter – Coe Equipment, Inc. and Aries Industries, Inc.**

Dear Sir or Madam:

This letter is to advise you that **Coe Equipment, Inc.** is the sole factory authorized distributor and supplier of factory approved parts and service for Aries' equipment in central and southern Illinois and eastern Missouri, any product(s) or service that is not purchased through **Coe Equipment, Inc.** may void any warranties on Aries' equipment.

If you have any questions, please do not hesitate in contacting us at 1-800-234-7205.

Sincerely,

ARIES INDUSTRIES, INC.

Jim Kraschinsky  
Vice-President of Sales

[www.ariesindustries.com](http://www.ariesindustries.com)

**Corporate Office**  
550 Elizabeth Street  
Waukesha, WI 53186

**Western Regional**  
5748 East Shields Ave  
Suite 101  
Fresno, CA 93727

**Southern Regional**  
Atlanta, GA

**Aries Canada LTD.**  
95 Whitmore Road, Unit 1  
Vaughan, Ontario  
Canada, L4L 6E2

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH WAYDE'S EQUIPMENT OF UNION, MISSOURI FOR THE PURCHASE OF A 2021 KUBOTA SVL97-2HFC SKID LOADER

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, Missouri in an amount totaling Sixty Seven Thousand Nine Hundred Eleven Dollars and Seventy Three Cents (\$67,911.73) for the purchase of a 2021 Kubota SVL97-2HFC Skid Loader. 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 its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

**“Exhibit A”  
SALES CONTRACT**

This Sales Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Wayde’s Equipment of Union, 1218 W Springfield Ave, Union, Missouri 63084**, hereinafter referred to as “Seller”; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the lowest proposal for the purchase of a 2021 Kubota SVL97-2HFC Skid Loader.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with 2021 Kubota SVL97-2HFC Skid Loader for the total sum of Sixty Seven Thousand Nine Hundred Eleven Dollars and Seventy Three Cents (\$67,911.73).

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:

\_\_\_\_\_

CITY OF WASHINGTON, MISSOURI

BY:

\_\_\_\_\_ Company Representative

BY:

\_\_\_\_\_ Mayor - Washington, MO

ATTEST:

\_\_\_\_\_ City Clerk





**Date:** 10/08/2021

**To:** Mayor and City Council

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

**Subject:** Purchase of 2021 Kubota SVL97-2HFC Skid Loader

Dear Mayor and City Council,

The Water Department placed in the 21-22 budget \$70,000 to replace our current 2013 Bobcat T650.

We went out for bids and received three:

Wayde's Equipment of Union: \$67,911.73

Sydenstricker Nobbe Partner Dutzow: \$72,250.00

Bobcat of St Louis: \$78,586.38

We are asking for your approval to proceed with the purchase of the 2021 Kubota Skid Steer from Wayde's Equipment of Union. The 2013 Bobcat T650 is going to the Wastewater Treatment Plant to assist in the sludge removal process.

Thank You,

*Kevin Quaethem*

Kevin Quaethem

Public Works Superintendent

*7m*

**Sourcewell**  
 Utility Tractor & Mowers - 011121  
 Tr and M - 080119  
 Utility Vehicles 122220  
 NAPA Accounts 4606041215  
 NAPA Dealers 656-11413  
 Website 14771061  
 Message/Fax Code 8366655371  
 Mobile 870015541

SVL97-2HFC WEB QUOTE #2158626  
 Date: 9/29/2021 9:53:11 AM  
 ~ Customer Information ~  
 ALFERMANN, CHAD  
 CITY OF WASHINGTON  
 callermanni@washinc.gov  
 8366679297

Quote Provided By  
 WAYDE'S EQUIPMENT OF UNION  
 KEVIN HUBENTHAL  
 1218 W SPRINGFIELD AVE  
 UNION, MO 63084  
 email  
 KHUBENTHALOFWEU@GMAIL.COM  
 phone: 6366290333

-- Standard Features --

-- Custom Options --



S Series SVL97-2HFC  
 \*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**FEATURES**

Final Tier 4 Certified Kubota Diesel Engine  
 Electronic Throttle Torque Management System  
 Vertical Lift Pallet Loader Frame  
 Standard Front Quick Coupler  
 Front Standard  
 Hydraulic Quick Coupler Option  
 Loader Arm Self Leveling  
 Loader Boom Lock  
 Open ROPS/OPS  
 Operator enclosed and pressurized cab with A/C  
 High Back, Adjustable, Vinyl Suspension Seat  
 2" Retractable Seat Belt And 2 Piece Seat Bar  
 23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option  
 Case Drain Line  
 Right Mounted Undercarriage Lower Track Rollers  
 High Grip Rubber Tracks, 17.7" Standard  
 Two Speed Travel System  
 Automatic Wet Disk Parking Brake  
 Kubota 4 Hydraulic Pump Load Sensing System  
 2 Variable Displacement Pumps  
 Rearview Camera  
 KubotaNOW Telematics  
 Lockable DEF Cap Guard  
 Hydraulic Joystick Controls  
 ISO Operating Pattern  
 Dial Knob and Foot Throttle Controls  
 Stall Guard Engine Controls  
 Automatic Glow Plugs  
 Key Switch Stop System  
 Self Bleed Fuel System  
 2 Front and 2 Rear Working Lights  
 Hour Meter, Engine Temperature, DEF, and Fuel Gauges and Warning Lights  
 Lockable DEF Tank Cap  
 Lockable Fuel Cap  
 Radio Ready on Enclosed Cabs

**BASIC UNITS**

SVL97 2S, 17.7" Rubber Tracks, Open ROPS/OPS Cab  
 Quick Coupler

**OPERATIONAL DIMENSIONS**

Operating Weight<sup>1</sup>, SVL97-2R, 17.7" Rubber Tracks, Open ROPS/OPS Cab, Mechanical Quick Coupler 11,299 lbs.  
 Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1 and SAE J1113 3,200 lbs.  
 Rated Operating Capacity (ROC) @ 60% of Tipping Load 4,572 lbs.  
 Tipping Load 9,143 lbs.  
 Auxiliary Hydraulics Flow 24 / 40.0 gpm  
 Travel Speed (Low / High) 5.0 / 7.3 mph  
 Reach @ Maximum Height 40.7"  
 Height to Hinge Pin 126.6"  
 Ground Pressure 4.5 psi  
 Traction Force 12,172 lbf

**ENGINE**

V1600-Tier 4 Kubota Final Tier 4 Diesel Engine  
 4 Cylinder, 4 Cycle, Turbo Charged  
 96.0 Gross HP @ 2400 rpm

**DIMENSIONS**

Cab Height 83.4"  
 Width (without attachment) 77.2"  
 Length (without attachment) 123.5"  
 Length of Track on Ground 55.6"

SVL97-2HFC Base Price \$81,849.00

(1) SVL REAR VIEW CAMERA KIT S670 SVL REAR VIEW CAMERA KIT	inc.
(1) SVL TELEMATICS HARNESS S670 SVL TELEMATICS HARNESS	inc.
(1) KubotaNOW TELEMATICS MODEM D0L670R KubotaNOW TELEMATICS MODEM	inc.
(*) STROBE LIGHT KIT S670 STROBE LIGHT KIT	\$206.00
(1) HOSE STAY FOR SEVS/SV MODELS S670 HOSE STAY FOR SEVS/SV MODELS	\$98.00
(1) 80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU FT) W/TEETH APPLICABLE TO ANY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU FT) W/TEETH	\$1,818.00
(1) 80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU FT) W/CUTTING EDGE APPLICABLE TO ANY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU FT) W/CUTTING EDGE	\$1,820.00
<b>Configured Price:</b>	<b>\$85,790.00</b>
Sourcewell Discount:	(\$20,589.60)
<b>SUBTOTAL:</b>	<b>\$65,200.40</b>
Dealer Assembly:	\$28.33
Freight Cost:	\$756.00
PDF:	\$378.00
BT STEREO	\$300.00
SHATTERPROOF WINDSHIELD	\$900.00
14 PIN ADAPTER TO BOBCAT	\$350.00

Total Unit Price: \$67,911.73  
 Quantity Ordered: 1  
 Final Sales Price: \$67,911.73

**Purchase Order Must Reflect the Final Sales Price**

To order, please your Purchase Order directly with the quoting dealer

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be needed (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDF fees and freight for attachments and accessories quoted may have additional charges added by the quoting dealer. These charges will be billed separately. Prices for product quoted are quote for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.





**Quote Summary**

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

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

**Quote Id:** 25333513  
**Created On:** 28 September 2021  
**Last Modified On:** 28 September 2021  
**Expiration Date:** 05 October 2021

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 333G COMPACT TRACK LOADER	\$ 102,143.00	\$ 69,000.00 X	1 =	\$ 69,000.00
JOHN DEERE BUCKET, 84" HD CONST WEDGE - B0025430	\$ 1,895.92	\$ 1,600.00 X	1 =	\$ 1,600.00
JOHN DEERE BUCKET, 84" HD TOOTH (NU) - B0004716	\$ 1,922.85	\$ 1,650.00 X	1 =	\$ 1,650.00
<b>Equipment Total</b>				<b>\$ 72,250.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 72,250.00
Processing Fee	\$ 0.00
Insurance	\$ 0.00
Lot Fee	\$ 0.00
SubTotal	\$ 72,250.00
Total	\$ 72,250.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 72,250.00</b>

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

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





JOHN DEERE

# Selling Equipment



Quote Id: 25333513

Customer: CITY OF WASHINGTON

<b>JOHN DEERE 333G COMPACT TRACK LOADER</b>				
<b>Hours:</b>	0			<b>Suggested List</b>
<b>Stock Number:</b>	338567			\$ 102,143.00
				<b>Selling Price</b>
				\$ 69,000.00
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
0BF2T	JOHN DEERE 333G CTL PKG 1	1	\$ 95,657.00	\$ 95,657.00
<b>Standard Options - Per Unit</b>				
170C	JDLINK 4G ULTMT W 5 YRS SERV	1	\$ 1,777.00	\$ 1,777.00
0752	2SP STDFL RC SLEV CB/AC PQT	1	\$ 0.00	\$ 0.00
0953	ISO SWITCHABLE CTLS & JS PPK	1	\$ 1,058.00	\$ 1,058.00
1501	ENGLISH OP MAN & DFCAI S	1	\$ 0.00	\$ 0.00
2650	WIDE ZIG-ZAG MULTI BAR TRKS	1	\$ 205.00	\$ 205.00
4001	2" SEAT BELT W/SHOULDERSTRAP	1	\$ 217.00	\$ 217.00
6006	AIR RIDE SEAT (CLOTH W HEAT)	1	\$ 639.00	\$ 639.00
8042	REAR VIEW CAMERA	1	\$ 869.00	\$ 869.00
8050	COLD START PACKAGE 110 VOLT	1	\$ 310.00	\$ 310.00
8342	RADIO AM/FM W/BLUETOOTH	1	\$ 614.00	\$ 614.00
8380	FOOTREST WITH FLOORMAT	1	\$ 147.00	\$ 147.00
	<b>Standard Options Total</b>			<b>\$ 5,836.00</b>
	<b>Value Added Services Total</b>			<b>\$ 0.00</b>
				<b>Other Charges</b>
	Freight	1	\$ 650.00	\$ 650.00
	<b>Other Charges Total</b>			<b>\$ 650.00</b>
	<b>Suggested Price</b>			<b>\$ 102,143.00</b>
				<b>Customer Discounts</b>
	<b>Customer Discounts Total</b>		<b>\$ -33,143.00</b>	<b>\$ -33,143.00</b>
<b>Total Selling Price</b>				<b>\$ 69,000.00</b>

<b>JOHN DEERE BUCKET, 84" HD CONST W/EDGE - B0025430</b>				
<b>Hours:</b>	0			<b>Suggested List</b>
<b>Stock Number:</b>	346060			\$ 1,895.92
				<b>Selling Price</b>
				\$ 1,600.00
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
AT322311	JOHN DEERE BUCKET, 84" HD CONST W/EDGE	1	\$ 1,756.00	\$ 1,756.00

Confidential

1m



# Selling Equipment



Quote Id: 25333513      Customer: CITY OF WASHINGTON

<b>Value Added Services Total</b>			<b>\$ 0.00</b>
<b>Other Charges</b>			
Freight	1	\$ 124.92	\$ 124.92
MATERIALS	1	\$ 15.00	\$ 15.00
<b>Other Charges Total</b>			<b>\$ 139.92</b>
<b>Suggested Price</b>			<b>\$ 1,895.92</b>
<b>Customer Discounts</b>			
<b>Customer Discounts Total</b>			<b>\$ -295.92</b>
<b>Total Selling Price</b>			<b>\$ 1,600.00</b>

<b>JOHN DEERE BUCKET, 84" HD TOOTH (NU) - B0004716</b>				
Hours:	0			<b>Suggested List</b>
Stock Number:	344710			\$ 1,922.85
				<b>Selling Price</b>
				\$ 1,650.00
Code	Description	Qty	Unit	Extended
AT321181	JOHN DEERE BUCKET, 84" HD TOOTH (NU)	1	\$ 1,787.00	\$ 1,787.00
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
Freight		1	\$ 120.85	\$ 120.85
MATERIALS		1	\$ 15.00	\$ 15.00
<b>Other Charges Total</b>				<b>\$ 135.85</b>
<b>Suggested Price</b>				<b>\$ 1,922.85</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -272.85</b>	<b>\$ -272.85</b>
<b>Total Selling Price</b>				<b>\$ 1,650.00</b>

7m



# Bobcat

## Product Quotation

Quotation Number: HMM-27671

Date: 2021-09-17 11:40:55

Customer Name/Address:

Bobcat Delivering Dealer

ORDER TO BE PLACED WITH:  
Contract Holder/Manufacturer

CITY OF WASHINGTON  
405 JEFFERSON ST  
WASHINGTON, MO 63090

Cody  
Bobcat of St. Louis, Valley  
Park, MO  
401 WEST OUTER RD  
VALLEY PARK MO 63088-2031  
Phone: (636) 225-2900  
Fax: (636) 225-8866

Clark Equipment Co dba Bobcat  
Company  
250 E Beaton Dr, PO Box 6000  
West Fargo, ND 58078  
Phone: 701-241-8719  
Fax: 701-280-7860  
Contact: Heather Messmer  
Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>T870 T4 Bobcat Compact Track Loader</b>	<b>M0293</b>	<b>1</b>	<b>\$66,032.40</b>	<b>\$66,032.40</b>
100 HP Turbo Tier 4 Diesel Engine				
2-Speed Travel				
Air Intake Heater (Automatically Activated)				
Auxiliary Hydraulics: Variable Flow				
Backup Alarm				
Power Bob-Tach Attachment Mounting				
Bobcat Interlock Control System (BICS)				
Controls: Bobcat Standard Controls with Power Assist				
Enclosed Cab with Air Conditioning & Heat				
Engine/Hydraulic Systems Shutdown				
Horn				
Instrumentation: Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights				
Lift Arm Support				
	<b>Lift Path: Vertical</b>			
	<b>Lights, Front &amp; Rear</b>			
	<b>Operator Cab</b>			
	• Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar and 3-Point Seat Belt			
	• Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471			
	• Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)			
	Parking Brake: Spring Applied, Pressure Released (SAPR)			
	Torsion Suspension with 5 Rollers			
	Tracks: Rubber, 17.7" wide			
	Warranty: 2 years, or 2000 hours whichever occurs first			
<b>P69 Performance Package</b>	<b>M0293-P06-P69</b>	<b>1</b>	<b>\$3,084.20</b>	<b>\$3,084.20</b>
Power Bob-Tach				
7-Pin Attachment Control Kit				
High Flow				
2-Speed				
	<b>Hydraulic Bucket Positioning</b>			
	<b>Automatic Ride Control</b>			
	<b>Reversing Fan</b>			
<b>C37 Comfort Package</b>	<b>M0293-P07-C37</b>	<b>1</b>	<b>\$1,859.20</b>	<b>\$1,859.20</b>
Enclosed Cab with AC/Heat				
Sound Reduction				
Cab Accessories Package				
	<b>Deluxe Instrument Panel with Keyless Start</b>			
	<b>Radio</b>			
	<b>Heated Cloth Air Ride Suspension Seat</b>			
Selectable Joystick Controls (SJC)	M0293-R01-C04	1	\$661.50	\$661.50
Special Applications Polycarbonate Door Kit	7128395	1	\$1,899.13	\$1,899.13
86" Severe Duty Bucket	7326128	2	\$1,380.92	\$2,761.84
--- Standard Bolt-on tooth kit	7355991	9	\$46.33	\$416.97
--- Bolt-On Cutting Edge, 86"	7296449	1	\$299.14	\$299.14
Description	Part No	Qty	Price Ea.	Total
CAB CAM BACK UP CAMERA		1	\$1,000.00	\$1,000.00
<b>Total of Items Quoted</b>				<b>\$78,014.38</b>
<b>Dealer Assembly Charges</b>				<b>\$572.00</b>
<b>Quote Total - US dollars</b>				<b>\$78,586.38</b>

Notes:

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**\*Prices per the MO State Contract 60520CO0123**

**\*Terms Net 30 Days. Credit cards accepted.**

**\*FOB Destination within the 48 Contiguous States.**

**\*Delivery: 60 to 90 days from ARO.**

**\*Please include a Tax Exempt Certificate with order placed.**

**\*TID# 38-0425350**

**\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.**

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER #**

**SHIP TO ADDRESS:** \_\_\_\_\_

**BILL TO ADDRESS (If different than Ship To):** \_\_\_\_\_



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BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH WAYDE'S EQUIPMENT OF UNION, MISSOURI FOR THE PURCHASE OF A 2021 M6-141DTC-F 4WD FARM TRACTOR

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, Missouri in an amount totaling Eighty Two Thousand Nine Hundred Eighty Eight Dollars and Sixty Eight Cents (\$82,988.68) for the purchase of a 2021 M6-141DTC-F 4WD Farm Tractor. 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 its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

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# “Exhibit A” SALES CONTRACT

This Sales Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Wayde’s Equipment of Union, 1218 W Springfield Ave, Union, Missouri 63084**, hereinafter referred to as “Seller”; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the lowest proposal for the purchase of a 2021 M6-141DTC-F 4WD Farm Tractor.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with 2021 M6-141DTC-F 4WD Farm Tractor for the total sum of Eighty Two Thousand Nine Hundred Eighty Eight Dollars and Sixty Eight Cents (\$82,988.68).

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:

\_\_\_\_\_

CITY OF WASHINGTON, MISSOURI

BY:

\_\_\_\_\_  
Company Representative

BY:

\_\_\_\_\_  
Mayor - Washington, MO

ATTEST:

\_\_\_\_\_  
City Clerk



**Date:** 10/08/2021

**To:** Mayor and City Council

**From:** Kevin Quaethem Public Works Superintendent

**Subject:** Purchase of 2021 M6-141DTC-F 4WD Farm Tractor

Dear Mayor and City Council,

The Wastewater Department placed in the 21-22 budget \$77,000.00 to purchase a new farm tractor. The new tractor bid is approximately \$83,000.00, which is \$6,000.00 over what is budgeted for the tractor.

We are also purchasing a Four Wheel Drive Loader that is coming in \$6,500.00 under budget. This amount will cover the additional budget needed for the tractor, and keep the Machinery and Equipment (410-36-361-542200) Account Fund under budget.

This tractor is what will spread sludge in the fields from the Sludge Removal Plant. Currently we share the tractor that the Street Department has; this does work but more times than not that piece of equipment is cutting grass when we need to spread sludge.

We went out for bids and received three:

Waydes Equipment of Union: \$82,988.68

Sydenstricker Nobbe Partner Dutzow: \$122,478.36

Luby Equipment Services: \$130,000.00

We are asking for your approval to proceed with the purchase of the 2021 M6-141DCT-F 4WD Tractor from Wayde's Equipment.

Thank You,

*Kevin Quaethem*

Kevin Quaethem

Public Works Superintendent

*7n*

**Sourcewell**  
 Utility Tractors & Mowers - 631121  
 Tr and AG - 040419  
 Utility Vehicles 122220  
 UPA Address 4600041718  
 UPA Delaware 05547673  
 Rebates 1377 (00)  
 Messages (E) On/d 260626371  
 Address 20055941

M6-141DTC-F WEB QUOTE #2158641  
 Date: 9/29/2021 10:04:34 AM  
 -- Customer Information --  
 ALFERMANN, CHAD  
 CITY OF WASHINGTON  
 calfermann@washmo.gov  
 6366679297

Quote Provided By  
 WAYDE'S EQUIPMENT OF UNION  
 KEVIN HUBENTHAL  
 1218 W SPRINGFIELD AVE  
 UNION, MO 63084  
 email:  
 KHUBENTHALOFWEU@GMAIL.COM  
 phone: 6366290333

-- Standard Features --

-- Custom Options --



M Series

M6-141DTC-F

4WD FARM TRACTOR, ELECTRO-HYDRAULIC SHUTTLE  
 TRANSMISSION & CAB

\*\*\* EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS \*\*\*

**DIESEL ENGINE**

Kubota V3800 Direct Injection  
 6.1L (374 cu. in.) 4 Cyl  
 EPA Tier 4 Final Compliant  
 Common Rail Electronic Fuel Injection  
 Electronic Engine Management  
 Turbocharged  
 w/Wastegate and Intercooled  
 Fuel Tank Capacity: 60.2 Gal  
 130 Amp Alternator Cab  
 12V 100D GCA Battery  
 SAE Gross HP 141.4  
 Engine Net HP 123.6  
 Max. PTO HP 114.0  
 @ 2300 Engine RPM

**EXHAUST EMISSION CONTROL  
 TYPE**

DPF System (Diesel Particulate Filter)  
 SCR System  
 DEF Tank Capacity 4.2 Gal

**HYDRAULICS / HITCH / DRAWBAR**

Open Center Gear Pump  
 Max. Flow @ Rated Engine Speed:  
 Power Steering: 14.6  
 Imp. Flow 20.4 gpm  
 Total Flow 35.0 gpm

**REMOTE VALVES**

(1) SCD (Self Canceling Detent)  
 (1) FD (Float Orient)  
 Re-Cab Flow Control Adjustment

**3 POINT HITCH & DRAWBAR**

Cat II 3 point hitch  
 @ Lift Points, 6538 lbs  
 @ 24" Behind 8634 lbs  
 2 External Lift Cylinders  
 Electronic Position and Draft Control  
 Telescoping Lower Links  
 Stabilizers  
 Swinging Drawbar - 4.5" Drop

**POWER TAKE OFF (PTO)**

Live-Independent Hyd PTO  
 SAE 1 3/8" Six Spline  
 540 rpm @ 1084 Eng. rpm  
 SAE 1 3/8" Twenty-One Spline  
 1000 rpm @ 2050 Eng. rpm

**LIGHTING**

2 Headlights - Tail lights  
 4 Hazard Flasher Lights w/ Turn Signals  
 2 Grille Mounted Worklights  
 2 Front Cab Halogen Worklights  
 2 Rear Halogen Worklights

**TRANSMISSION**

24F/24R Intell-Shift  
 Three Range, 6-Speed Semi-  
 Powershift  
 Auto Shift Mode - Field & Road  
 Auto 4WD Function  
 Electro-Hydraulic Shuttle Shift  
 Electro-Hydraulic Front & Rear Diff  
 Lock  
 Clutch - Multi Plate Wet  
 Planetary Final Drives  
 Hydraulic Wet Disc Brakes

**FRONT AXLE**

Hydrostatic Power Steering  
 4WD; Cast Iron Bevel Gear Type  
 Bi-Speed Turn Feature  
 Planetary Final Drives  
 Adj. (Rim) Tread Spacing

**FLUID CAPACITY**

Cooling System: 15.4 qts  
 Crankcase: 14.6 qts  
 Hydraulics/Trans: 17.2 gal

**INSTRUMENTS**

LCD readout for MPH and PTO rpm  
 26 Mode LCD Readout  
 Tachometer/Hour meter  
 Oil Pressure  
 Fuel Gauge  
 Coolant Temperature  
 Gear Speed Digital Light Indicator  
 Digital Light Indicator For Direction

**GRAND-X CAB**

4-post, ROPS Certified  
 RH & LH Doors  
 Tinted Glass Doors and Windows  
 In-roof window/vent  
 Tilt and Telescoping Steering Wheel  
 Deluxe Air Ride Seat  
 Dual Level Air Conditioning & Heater  
 Front and Rear Wiper/Washer  
 Front Sun Visor  
 Rear View Mirror  
 LH & RH Telescoping Side Mirrors  
 Radio Ready Cab  
 Steps, Left and Right Side  
 Interior Dome Light  
 12V - 30-Amp 2 Wire Coupler  
 12V - 3 Pin 30-Amp Coupler  
 12V - Outlet  
 Cup Holder  
 Instructor Seat Ready  
 Horn

**SAFETY EQUIPMENT**

Flip-Up PTO Shield  
 Safety Start Switches  
 Emergency Key Shut Off  
 Parking Brake  
 Turn Signals

M6-141DTC-F Base Price: \$103,396.00

(1) RIGHT FENDER SWITCH FOR 3-POINT HITCH  
 \$48.00  
 (1) INSTRUCTOR'S SEAT KIT  
 \$489.00

**Configured Price: \$103,931.00**

Sourcewell Discount: (\$22,864.82)

**SUBTOTAL: \$81,066.18**

Factory Assembly: \$260.00

Dealer Assembly: \$127.50

Freight Cost: \$635.00

POI: \$250.00

RT STEREO: \$300.00

REAR TIRE FILL: \$350.00

Total Unit Price: \$82,988.68

Quantity Ordered: 1

Final Sales Price: \$82,988.68

Purchase Order Must Reflect  
 the Final Sales Price

To order, place your Purchase Order directly with the quoting  
 dealer

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**SELECTED TIRES**

3M/86/17.5 3M/86/225

1800/17.5 1800/17.5 R/W GOODYEAR OPTITRAC DT812

1800/17.5 1800/17.5 R/W GOODYEAR OPTITRAC DT812

87 62 0000  
7/1/17 Technical Trailer/Container

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All selected options and prices are subject to change. Prices are not inclusive. The PDI fees and freight for attachments and accessories will vary. All prices are subject to change without notice. Prices are subject to change without notice. Prices for product quotes are good for 60 days from the date of the quote. All equipment is subject to availability.

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JOHN DEERE



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

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

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

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

**Quote Summary**

**Prepared For:**

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

**Delivering Dealer:**

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

**Quote ID:** 25293526  
**Created On:** 21 September 2021  
**Last Modified On:** 28 September 2021  
**Expiration Date:** 21 September 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6130R Tractor	\$ 160,761.00	\$ 122,478.36 X	1 =	\$ 122,478.36
<b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)				
<b>Price Effective Date:</b> September 27, 2021				
<b>Equipment Total</b>				<b>\$ 122,478.36</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 122,478.36
Trade In	
SubTotal	\$ 122,478.36
Est. Service Agreement Tax	\$ 0.00
Total	\$ 122,478.36
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 122,478.36</b>

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

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

Confidential

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# Selling Equipment



Quote Id: 25293526      Customer Name: CITY OF WASHINGTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Sydenstricker Nobbe Partners  
 14400 State Hwy Tt  
 Dutzow, MO 63357  
 636-433-2256  
 dutzow@snpartners.com

<b>JOHN DEERE 6130R Tractor</b>							
<b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)						<b>Suggested List *</b> \$ 160,761.00	
<b>Price Effective Date:</b> September 27, 2021						<b>Selling Price *</b> \$ 122,478.36	
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00Z9L	6130R Tractor	1	\$ 142,118.00	24.00	\$ 34,108.32	\$ 108,009.68	\$ 108,009.68
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
873F	Standard Light Package	1	\$ 980.00	24.00	\$ 235.20	\$ 744.80	\$ 744.80
874C	Alternator 14V / 250A	1	\$ 236.00	24.00	\$ 56.64	\$ 179.36	\$ 179.36
878B	Battery Circuit Breaker	1	\$ 172.00	24.00	\$ 41.28	\$ 130.72	\$ 130.72
891E	M-SCV 2F (Mechanical Valve, 2 Functions), Mounting Frame	1	\$ 5,566.00	24.00	\$ 1,335.84	\$ 4,230.16	\$ 4,230.16
1462	AutoQuad™ PLUS Ecoshift Transmission 24F/24R - 40 km/h (25 mph)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2057	Standard Cab with Right-Hand Console	1	\$ 1,254.00	24.00	\$ 300.96	\$ 953.04	\$ 953.04
2158	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2624	Panorama Windshield with Panorama Doors	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2663	Standard Radio Package	1	\$ 362.00	24.00	\$ 86.88	\$ 275.12	\$ 275.12
3223	Hydraulic Pump - 114 L/min	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3332	3 Mechanical Selective Control Valves (SCV) - Premium	1	\$ 1,438.00	24.00	\$ 345.12	\$ 1,092.88	\$ 1,092.88
3833	Rear PTO - 540/540E/1000 - for R&P Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Telescopic Draft Links with Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00

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JOHN DEERE

# Selling Equipment



Quote Id: 25293526      Customer Name: CITY OF WASHINGTON

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

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

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

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

4210	Center Link with Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5040	R&P Rear Axle 79 mm (3.11 in.) x 2550 mm (100.4 in.)	1	\$ 2,833.00	24.00	\$ 679.92	\$ 2,153.08	\$ 2,153.08
5091	Adjustable Cast Wheels - Rear	1	\$ 189.00	24.00	\$ 45.36	\$ 143.64	\$ 143.64
5234	Rear Wheels 460/85R38 (18.4R - 38)	1	\$ 2,496.00	24.00	\$ 599.04	\$ 1,896.96	\$ 1,896.96
5999	Rear and Front Tire Brand - No Preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD front axle - unsuspended	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels - Front	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6230	Front Wheels 340/85R28	1	\$ 908.00	24.00	\$ 217.92	\$ 690.08	\$ 690.08
7702	Shipment Preparation - By Ship Overseas	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8002	Toolbox	1	\$ 94.00	24.00	\$ 22.56	\$ 71.44	\$ 71.44
8385	Heavy Duty Rear Power Take-Off (PTO) - 540/1000, Reversible	1	\$ 350.00	24.00	\$ 84.00	\$ 266.00	\$ 266.00
8747	Battery 12V / 174A	1	\$ 138.00	24.00	\$ 33.12	\$ 104.88	\$ 104.88
8951	Front base weight - 110 kg	1	\$ 377.00	24.00	\$ 90.48	\$ 286.52	\$ 286.52
<b>Standard Options Total</b>			<b>\$ 17,393.00</b>		<b>\$ 4,174.32</b>	<b>\$ 13,218.68</b>	<b>\$ 13,218.68</b>
<b>Technology Options/Non-Contract/Open Market</b>							
1834	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1947	4200 Processor	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1829	4200 CommandCenter™	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1845	Less Activation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1835	Less StarFire™ Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1899	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Other Charges</b>							
Freight		1	\$ 750.00			\$ 750.00	\$ 750.00
Customer Setup		1	\$ 500.00			\$ 500.00	\$ 500.00

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JOHN DEERE

# Selling Equipment



Quote Id: 25293526      Customer Name: CITY OF WASHINGTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
Sydenstricker Nobbe Partners  
14400 State Hwy Tt  
Dutzow, MO 63357  
636-433-2256  
dutzow@snpartners.com

	\$ 1,250.00		\$ 1,250.00	\$ 1,250.00
<b>Suggested Price</b>				<b>\$ 122,478.36</b>
<b>Total Selling Price</b>	\$	\$ 38,282.64	\$	\$
	160,761.00		122,478.36	122,478.36

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2300 Cassens Drive / Fenton, MO 63026  
636-343-9970 / 800-325-3322 / Fx: 636-343-4811

4/13/2021

City of Washington

Kevin,

I am pleased to quote the following equipment for your consideration.

**One (1) New Case 521G** with the following features and options:

- 142 HP, Tier 4 final with SCR. Excellent fuel efficiency with no DPF which means no extreme temperatures or regeneration.
- Pressurized Cab with climate control, Bluetooth radio, color LCD monitor, heated air suspension seat, Sound Suppression package
- Enhanced visibility package – heated mirrors, LED lighting, Rear view camera
- Cooling system with reversing fan. Mid mount cooling system.
- Cold weather package
- Power hood lift provides easy access for ground level serviceability
- Ride Control, return to dig, return to height control, return to travel
- 2.1 cu yd bucket with bolt on edge
- Case ProCare: 3 Year/3000 Hr Full Machine Warranty  
3 Year/2000 Hr Planned Maintenance. Save thousands in maintenance cost.  
3 Year advanced SiteWatch Telematics

Price    \$130,000.00 delivered

Thank you for allowing Luby Equipment Services the opportunity to quote on your equipment needs. If you need anything further, please don't hesitate to contact me.

Regards,  
Darren Talley  
Territory Manager  
314-640-3779

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BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH SYDENSTRICKER NOBBE PARTNERS FOR THE PURCHASE OF A JOHN DEERE 244L-FOUR WHEEL DRIVE LOADER

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 Sydenstricker Nobbe Partners in an amount totaling Eighty Three Thousand Five Hundred Dollars and Zero Cents (\$83,500.00) for the purchase of a John Deere 244L-Four Wheel Drive Loader. 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 its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

# “Exhibit A” SALES CONTRACT

This Sales Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Sydenstricker Nobbe Partners, 14400 State Highway TT, Dutzow, Missouri 63357, hereinafter referred to as “Seller”; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the lowest proposal for the purchase of a John Deere 244L-Four Wheel Drive Loader.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with John Deere 244L-Four Wheel Drive Loader for the total sum of Eighty Three Thousand Five Hundred Dollars and Zero Cents (\$83,500.00).

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:

\_\_\_\_\_

CITY OF WASHINGTON, MISSOURI

BY:

\_\_\_\_\_ Company Representative

BY:

\_\_\_\_\_ Mayor - Washington, MO

ATTEST:

\_\_\_\_\_ City Clerk



**Date:** 10/08/2021

**To:** Mayor and City Council

**From:** Kevin Quaethem Public Works Superintendent

**Subject:** Purchase of John Deere 244L-Four Wheel Drive Loader

Dear Mayor and City Council,

This loader will operate out of the Wastewater Treatment Plant and is what loads sludge onto the dump truck that hauls the material to the fields. The Wastewater Department placed in the 21-22 budget \$90,000 to purchase this new loader.

We went out for bids and received two:

Sydenstricker Nobbe Partners Dutzow: \$83,500.00

Fabick Cat St. Louis: \$110,541.94

We are asking for your approval to proceed with the purchase of a John Deere 244L-Four Wheel Drive Loader from Sydenstricker Nobbe Partners.

Thank You,

*Kevin Quaethem*

Kevin Quaethem

Public Works Superintendent



**JOHN DEERE**



**Quote Summary**

**Prepared For:**  
City Of Washington  
MO

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

**Quote Id:** 25427231  
**Created On:** 13 October 2021  
**Last Modified On:** 13 October 2021  
**Expiration Date:** 20 October 2021

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 244L- FOUR WHEEL DRIVE LOADER	\$ 118,430.00	\$ 83,500.00 X	1 =	\$ 83,500.00
<b>Equipment Total</b>				<b>\$ 83,500.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 83,500.00
Processing Fee	\$ 0.00
Insurance	\$ 0.00
Lot Fee	\$ 0.00
SubTotal	\$ 83,500.00
Total	\$ 83,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 83,500.00</b>

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

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



JOHN DEERE

# Selling Equipment



Quote Id: 25427231

<b>JOHN DEERE 244L- FOUR WHEEL DRIVE LOADER</b>				
<b>Hours:</b>				<b>Suggested List</b>
<b>Stock Number:</b>				\$ 118,430.00
				<b>Selling Price</b>
				\$ 83,500.00
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
0AF0T	244L- FOUR WHEEL DRIVE LOADER	1	\$ 106,260.00	\$ 106,260.00
<b>Standard Options - Per Unit</b>				
0924	Engine	1	\$ 4,537.00	\$ 4,537.00
2210	Standard Cloth Seat, Mid-Back, Mechanical Suspension	1	\$ 0.00	\$ 0.00
2410	Standard Control Package	1	\$ 0.00	\$ 0.00
2840	Three Function, Joystick w/FNR Control	1	\$ 0.00	\$ 0.00
3010	Ride Control	1	\$ 2,346.00	\$ 2,346.00
4025	Mitas EM01	1	\$ 0.00	\$ 0.00
7120	Halogen Work Lights - Cab	1	\$ 256.00	\$ 256.00
8545	Less Coupler / Coupler Ready	1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 7,139.00</b>
<b>Dealer Attachments</b>				
AT412608	Skid Steer Compatible Quik Tatch Coupler	1	\$ 939.00	\$ 939.00
AT413236	1.0 cu. yd. (0.8 cu. m.) General Purpose Bucket with Skid Shoes and Bolt-on Cutting Edge for Quik Tatch	1	\$ 2,092.00	\$ 2,092.00
<b>Dealer Attachments Total</b>				<b>\$ 3,031.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Suggested Price</b>				<b>\$ 118,430.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -34,930.00</b>	<b>\$ -34,930.00</b>
<b>Total Selling Price</b>				<b>\$ 83,500.00</b>



Quote 173234-01

October 21, 2021

CITY OF WASHINGTON  
301 WALNUT ST  
WASHINGTON, ILLINOIS 61571

Kevn,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc. Model: 908M Compact Wheel Loader (CCE) with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:** 21M9586      **SERIAL NUMBER:**      **YEAR:** 2022      **SMU:**

**STANDARD EQUIPMENT**

**POWERTRAIN**, Emissions Compliance, Higher Regulated Countries, -Cat 55kw gross, C3.3B, HRC, For Canada:, -US EPA Tier 4i or Tier 4f Certified, -EU Stage 3A or 3B Certified, For United States:, -US EPA Tier 4f Certified, -EU Stage 3B Certified, For Europe, -EU Stage V, Engines are fitted with, -cold start plugs, -electric fuel priming pump, -Air cleaner, two-stage with, visual indicator, -Closed Circuit Breather, -Hydraulically driven suction fan, -S-O-S sampling valves, (engine oil and hydraulic oil), -Two speed hydrostatic transmission, with inching function, 12 mph-20kph, maximum speed, -Frame mounted heavy duty axles with, outboard planetary reduction, -Maintenance free, sealed for life, prop, shaft and universal joints,

**ELECTRICAL**, 12 volt direct electric starting, Ignition key start / stop switch, 80 ampere alternator, Maintenance free, sealed for life,, heavy duty battery, Battery disconnect switch, Cab mounted fuse panel, Service port connector for, electronic diagnostics (ET),

**OPERATOR ENVIRONMENT**, Gauges: -, - Fuel level, - Hydraulic oil temperature, - Engine coolant temperature, - Speedometer, Operator station on isolation mounts, Digital service hourmeter, Operator warning system indicators:, - Master warning, - Parking brake applied, - Hydraulic oil pressure, - Engine oil pressure, - Coolant temperature, - Electrical system, - Hydraulic filter bypass, **OPERATOR ENVIRONMENT (Continued)**, Multifunction joystick:, - Forward/neutral/reverse, - Gear 1/2 switch, low range, - Continuous flow, auxiliary, Internal rear view mirror, Suspension seat, adjustable, wrist rest, Interior/Exterior aux. power sockets, Suspended brake/accel. pedals, Cup holder, Heavy duty easy clean floormat, Personal storage, Onboard digital display cluster, 2 external mirrors - knockback, Retractable seat belt, 50mm (2 in),

**COOLING**, Extended life coolant antifreeze, Protected to -33F (-36C)

**OTHER STANDARD EQUIPMENT**, Z bar linkage with parallel lift, 3rd valve aux hydraulics, standard flow, Engine enclosure - lockable, Lockable side door compartments, Hydraulic oil level sight gauge, Lockable fuel filler cap, Radiator expansion bottle, Quick release fuel fltr/water separator, ECO engine oil drain, Quick Coupler, Parking Brake (Secondary Brake), Quick disconnect hydraulics, auxiliary, Recovery hitch & pin, Front and rear fenders, Pressure test points, Machine lifting/tie down points, Loader end float function, High intensity rear lights, Reversing light, E coat primer, Self-cancelling direction indicators,

**MACHINE SPECIFICATIONS**

**Description**

908M WHEEL LOADER S3B CERT  
 ENGINE, 55KW, C3.3B, T4F, HRC  
 TRANS 22 MPH DIFF LOCK E/H  
 SOUND SUPPRESSION, STANDARD  
 VALVE, DRAIN STD  
 PRECLEANER  
 FAN, COOLING, ON DEMAND  
 CPLR, VERT, STD FLOW  
 CAB, DELUXE, SINGLE BRAKE  
 SEAT, DELUXE  
 PRODUCT LINK, CELLULAR PL243  
 AIR CONDITIONER, AND HEATER  
 SEAT BELT, RETRACTABLE 3"  
 JOYSTICK,E/H,TANDEM VALVE  
 SECURITY SYSTEM, NONE  
 FEATURE PACKAGE, LOAD/ROAD

TIRES, 405/70 R20, DL, SPT9  
 HYDRAULIC OIL, STANDARD  
 ANTIFREEZE, -36C (-32F)  
 INSTRUCTIONS, ANSI  
 SERIALIZED TECHNICAL MEDIA KIT  
 ALARM, BACK UP  
 LIGHTS, STD, HALOGEN  
 HARNESS, WIRING, WT, VERTICAL  
 HEATER, ENGINE COOLANT, 120V  
 RADIO, AM/FM, BT/USB/AUX/MIC  
 RUST PREVENTATIVE APPLICATOR  
 LIGHTS, ROADING RH DIP, LED  
 LANE 2 ORDER  
 PACK, DOMESTIC TRUCK  
 BUCKET-GP, 1.4 YD3, SSL, BOCE

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**SELL PRICE**

**\$110,541.94**

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**WARRANTY**

Standard Warranty:

12 Months, Unlimited Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

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**OPTIONS:**

	Ref No.	Qty	Sell
<b>Warranty</b>			
908-60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)			1,812

Thank you for your interest in Fabick CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tom Schuman  
 Machine Sales Representative  
 Fabick CAT  
 tom.schuman@fabickcat.com  
 (314) 570-0843

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BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND GRACE'S PLACE CRISIS NURSERY, INC., A MISSOURI NOT FOR PROFIT CORPORATION

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 Lease Agreement by and between the City of Washington, Missouri and Grace's Place Crisis Nursery, Inc., a Missouri not for profit corporation, 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 Lease 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

LEASE AGREEMENT

THIS LEASE (“Lease”) is made and entered into as of the 1<sup>st</sup> day of November, 2021, by and between the CITY OF WASHINGTON, MISSOURI, a Missouri Municipal Corporation (hereinafter “Landlord”) and Grace’s Place Crisis Nursery, Inc., a Missouri not for profit corporation (hereinafter “Tenant”).

WITNESSETH:

Landlord, for and in consideration of the rents required to be paid by Tenant, and the covenants and agreements required to be performed by Tenant, does hereby lease and demise unto Tenant, and Tenant hereby takes and hires from Landlord, that portion of the buildings and improvements lying and being in the City of Washington, Missouri, commonly known as 302 Lafayette Street, Washington, Missouri (hereinafter referred to as the “Demised Premises”).

1. Purpose.

Tenant may use and occupy the Demised Premises for any lawful purpose consistent with the zoning of the Demised Premises.

2. Term.

2.1 The term of this Lease (the “Term”) shall commence at 12:01 a.m. on November 1, 2021 (the “Commencement Date”), and end at 11:59 p.m. on October 31, 2023 (the “Expiration date”), unless sooner terminated as hereinafter provided.

2.2 Provided Tenant is not in default under any of the terms and conditions of this Lease, Tenant is hereby given the option to renew this Lease, as same may be amended, from time to time, for two (2) additional terms of two (2) years each commencing upon the expiration of the preceding term, upon the same terms, covenants and conditions as are set forth in the original term.

2.3 In order to exercise any renewal option, Tenant shall notify Landlord by registered mail, return receipt requested, sixty (60) days prior to the expiration of the original term or any then current renewal term.

2.4 If Tenant exercises any renewal option as provided for herein, the renewal term shall commence immediately upon expiration of the original term or renewal term as the case may be. In the event Tenant does not exercise the renewal option, as provided herein, the term shall expire as provided in this lease.

2.5 Notwithstanding anything contained herein to the contrary, either party may terminate this Lease at any time by providing written notice to the other party not less than thirty (30) days prior to the effective date of the termination.

3. Rent

3.1 Tenant covenants and agrees to pay to Landlord, as rental for the Demised Premises, the sum of One and 00/100 Dollars (\$1.00) per year for the lease term.

3.2 All Rent and all other sums payable to Landlord under this Lease shall be made in lawful money to the United States of America and shall be paid to Landlord at its address as set forth herein or to such other party and/or to such other address as Landlord may from time to time designate in writing to Tenant as provided herein.

3.3 All Rent and all other sums payable to Landlord under this Lease shall be paid to Landlord on an annual basis with the first installment being due on August 15, 2018.

4. Payment of Impositions

4.1 Tenant, as additional rent hereunder, shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all water and sewer rents, and all charges for public utilities such as gas and electricity, which at any time during the Term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due or payable out of or in respect of, or become a lien on, the Demised Premises or any part thereof of any appurtenance thereof (all such other charges being hereinafter referred to as "Impositions", and any of the same being hereinafter referred to as "Imposition").

4.2 Tenant shall pay all real estate taxes and personal property taxes, if any, due on the Demised Premises throughout the Term of this Lease.

5. Insurance.

5.1 Tenant 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 Demised Premises, such insurance to afford immediate protection at the Commencement Date of the Term 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.

5.2 All insurance provided for in this Article 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 Landlord. All policies of insurance provided for or contemplated by this Article shall name Landlord and Tenant as the insureds or additional insureds, as their respective interests may appear.

5.3 Landlord shall, at its sole cost and expense, keep the Demised Premises insured against loss or damage by earthquake or fire, and against loss or damage by such other risks to property embraced by standard extended coverage forms or endorsements, and Landlord need not name Tenant as an insured under any such policy.

6. Destruction or Damage by Fire or Other Casualty.

If the Demised Premises or any part thereof shall be destroyed or damaged by fire or other casualty this Lease shall immediately terminate.

7. Assignment and Subletting.

Tenant shall not have the right, at any time, to sublet the whole or any portion of the Demised Premises, except as set forth herein. Tenant may, with the written consent of Landlord not to be unreasonably withheld, sublet the whole or any portion of the Demised Premises, provided that no such subletting in any way release, reduce, waive, diminish or affect the obligations of Tenant hereunder.

8. Alterations.

8.1 Tenant may from time to time, with Landlord's written consent not to be unreasonably withheld, make alterations, installations, additions, or improvements to the Demised Premises (collectively, "Alterations") of a non-structural nature provided that the proposed Alteration will not materially reduce the size of the Demised Premises or materially diminish the value thereof. Tenant shall make no structural Alterations. Notwithstanding the foregoing, all Alterations shall be made in compliance with all applicable laws, ordinances, rules and regulations of governmental bodies and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body hereafter exercising similar functions. All non-structural Alterations which are made, performed or installed by Tenant with Landlord's consent shall be deemed the property of Landlord without any compensation therefore by Landlord upon expiration or soon termination of this Lease.

8.2 Tenant shall indemnify Landlord against any mechanic's lien or liens arising out of any work performed by or at the request of Tenant hereunder or repairs and maintenance made by or at the request of Tenant to the Demised Premises. Said indemnity shall include indemnity for all losses, liabilities, claims, damages, costs, expenses and reasonable attorney fees.

9. Fixtures and Equipment: Tenant's Property.

Landlord hereby acknowledges that all Tenant's trade fixtures, and all Tenant's trade equipment, machinery, office supplies and inventory, and all other movable personal property of Tenant which may be located at the Demised Premises at any time, whether first installed at the Demised Premises prior to the commencement of the Term of this Lease or installed subsequently ("Tenant's Property"), shall remain at all times the property of Tenant. Tenant shall, at or just prior to the expiration or sooner termination of the Term of this Lease, remove any and all of Tenant's Property, provided Tenant repairs any damage caused by such removal and restores the Demised Premises to their condition prior to the installation of the Tenant's property so removed, reasonable wear and tear excepted. Any of Tenant's property remaining as of the expiration or sooner termination of the Term of this Lease shall be deemed abandoned and may be retained or disposed of at Tenant's cost in the sole and absolute discretion of Landlord without accountability to Tenant.

10. Repairs and Maintenance.

10.1 Throughout the term of this Lease, Tenant shall, at its sole cost and expense, have the express obligation to make, promptly after the necessity therefore arises, such repairs to the exterior of the Demised Premises, exterior lighting (excluding replacement of light bulbs), all plumbing, furnace and air conditioning units and the electrical systems as may be necessary to keep the Demised Premises in good repair and condition. Throughout the term of this Lease, Tenant shall at its sole cost and expense, have the express obligation to make repairs to the interior of the Demised Premises, including but not limited to cleaning carpets and painting.

10.2 The necessity for and adequacy of the repairs and maintenance to the Demised Premises made or required to be made pursuant to Section 10.1 shall be measured by the standard of quality and character possessed by the Demised Premises as of the Commencement Date of this Lease, subject to reasonable wear and tear.

11. Compliance with Law.

11.1 Tenant shall not use or allow the Demised Premises or any part thereof to be used or occupied for an unlawful purpose or in violation of any Certificate of Occupancy or certificate of compliance covering or affecting the use of the Demised Premises or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Demised Premises or any part thereof which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

11.2 Tenant shall likewise comply with all applicable laws, ordinances and regulations of all governmental and public authorities and officers relating to Tenant's business and its use of the Demised Premises.

12. Eminent Domain.

If all or substantially all of the Demised Premises shall be acquired or taken by condemnation or eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate from the date of vesting of title in such proceeding as if such date were the date originally set forth herein for the expiration of the Term of this Lease, and the Rent, additional rent and other charges hereunder shall be apportioned and paid to the date of termination and Tenant shall have no further liability hereunder, except for any liability theretofore accrued. If a lesser portion of the Demised Premises shall be so taken or condemned, Landlord shall promptly, at its own sole cost and expense, perform such restoration or repairs as may be required to allow the continued or unimpaired use of the remainder of the Demised Premises not so taken, and this Lease shall continue in full force and effect and Rent shall be equitably reduced to reflect the decrease in the area of the Demised Premises resulting from such taking. Tenant shall not be entitled to participate or receive any part of the damages or award which may be paid or awarded to Landlord on account of such taking or condemnation except where said damages or award shall provide for moving or other reimbursable expenses to Tenant and/or provide specifically for Tenant's Property so taken, in which even said sum shall be paid to Tenant.

13. Landlord's Right to Cure.

If Tenant shall fail to perform any of its obligations hereunder, Landlord may perform the same but, except in case of emergency, only upon the expiration of such grace period after notice to Tenant as is provided herein for the curing of such default. The cost of such performance shall be payable by Tenant to Landlord, upon demand, as additional rent, which sum shall bear interest at the rate of eighteen (18%) percent per annum, from and after the date such sum shall have been expended by Landlord, to and until the date such sum shall be reimbursed to Landlord by Tenant.

14. Indemnification.

14.1 Tenant shall protect, indemnify and hold Landlord harmless from and against all loss, liability, claims, damages, costs and expenses of any kind, including reasonable attorney fees, arising from injuries or damages to persons or property, on or within the Demised Premises, arising out of or resulting in any way from any act or omission of Tenants, its agents, employees, independent contractors, customers, visitors or invitees, in the use, possession or occupancy of the Demised Premises during the Term of this Lease.

14.2 Tenant, if it has acquired the information, agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against Landlord. In the event Landlord is made a party to any action for damages against which Tenant has herewith indemnified Landlord, Tenant shall pay all costs and shall provide counsel in such litigation.

15. Limitation of Landlord's Liability.

Landlord shall not be liable for damage to or theft of Tenant's Property or any personal property located at the Demised Premises, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless due to gross negligence of Landlord.

16. Bankruptcy, etc.

If, prior to or during the Term hereof, (i) Tenant shall have instituted proceedings to be adjudicated a bankrupt or insolvent or consented to the institution of bankruptcy or insolvency proceedings against it, or filed a petition for an arrangement, reorganization or other relief under the Bankruptcy Code or any other federal or state law relating to bankruptcy or insolvency, or consented to the filing of any such petition, or made an assignment for the benefit of creditors, or admitted in writing its inability to pay its debts generally as they become due or (ii) there shall be entered by a court of competent jurisdiction a final decree or order, which decree or order shall no longer be subject to appeal and as to which no appeal shall then be pending, adjudging Tenant a bankrupt or insolvent or approving any petition filed against Tenant for arrangement or reorganization of Tenant under the Bankruptcy Code or any other federal or state law relating to bankruptcy or insolvency, or appointing a receiver or decreeing or ordering the winding up or liquidation of the affairs of Tenant, then, and in any such event, Landlord may elect, within a reasonable time after receiving notice thereof, to terminate this Lease by notice to Tenant and this Lease shall terminate and expire on the date of such notice with the same effect as if such date were the date originally set forth herein for the expiration of the Term of this Lease.

17. Other Defaults: Landlord's Remedies.

17.1 This Lease and the Term hereof are further subject to the following additional limitations: (a) if Tenant shall fail to pay any Rent when due, or (b) if Tenant shall fail to pay any additional rent Impositions or additional sums and charges due hereunder for a period exceeding ten (10) days after written notice from Landlord, or (c) if Tenant shall default in the performance of any other covenant or agreement of Tenant hereunder and such default shall continue for a period exceeding thirty (30) days after written notice from Landlord, or, if the default is of such a nature that the same cannot be cured with due diligence within such thirty (30) day period, and Tenant shall fail to commence in good faith to cure the same within such thirty (30) day period or shall thereafter fail to complete the curing thereof as promptly as possible with the exercise of due diligence, or (d) Tenant shall vacate the Demised Premises or fail to continuously conduct its permitted business in and on the Demised Premises for a period of thirty (30) days; then, in any such event, Landlord may terminate this Lease by serving on Tenant a written notice specifying the nature of such default and of the date for the termination of the Lease Term, and this Lease and all rights of Tenant under this Lease shall thereupon terminate and expire on the date of such notice as if such date were the date originally set forth herein for the expiration of the Term of this Lease. Upon any such termination, Tenant shall remain liable to Landlord as provided below and, in addition, Landlord may immediately and without notice, re-enter the Demised Premises either by force or otherwise, and dispossess Tenant or any person holding under Tenant by summary proceedings or otherwise, and remove their property and effects and hold the Demised Premises as if this Lease had not been made. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the entire outstanding and unpaid Rent shall become immediately due and payable through the Expiration Date of the Term, together with such reasonable expenses as Landlord may incur for attorney fees, brokerage, and/or putting the Demised Premises in good order, or for preparing the same for rental; (ii) Landlord may re-let the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option to less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.

17.2 The remedies provided in this Lease are not exclusive but are cumulative and in addition to any remedies otherwise available under the applicable law.

18. Access.

Tenant shall permit Landlord and its authorized representatives access to the Demised Premises for the purpose of examining the same during regular business hours upon twenty-four (24) hour oral notice.

19. Expiration of Term.

Upon the expiration or sooner termination of this Lease, Tenant will quit and surrender the Demised Premises to Landlord in their original order and condition at the commencement of the Term hereof, except for reasonable wear and tear.



20. Quiet Enjoyment.

Landlord agrees that as long as Tenant performs all of the terms, conditions and agreements hereof on its part to be performed and observed, Tenant shall peaceably and quietly enjoy the Demised Premises, subject to the terms and conditions hereof.

21. Estoppel Certificates

Each party agrees that upon ten (10) days written notice from the other party it will execute and deliver a certificate, in recordable form, certifying (a) whether this Lease is in full force and effect and is unmodified (or, if modified, stating the nature of any such modification or modifications), (b) the dates to which Rent and additional rent have been paid, (c) whether or not any notice of default or termination is outstanding (and, if outstanding, the nature thereof) and (d) whether, to the knowledge of such party, there is any default, or any event which with the lapse of time or the giving of notice or both, would constitute a default by the other party (or, if known, the nature thereof).

22. Waiver of Trial by Jury

The parties waive trial by jury in any action, proceeding or counterclaim by either against the other arising out of this Lease or any matter pertaining hereto.

23. Notices.

All notices, exercises of options, requests, demands, consents, approvals or other communications required or permitted to be given hereunder or in connection herewith (collectively, "Notices") shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be addressed to Tenant at 603 S. Oak Street, Union, Missouri 63084. Notices to Landlord shall be addressed to Landlord at 405 Jefferson St., Washington, Missouri 63090, Attn: City Administrator. Either party may, by notice as aforesaid, change its address for all subsequent notices. Notices shall be deemed given and received on the date when deposited for mail as set forth above.

24. Captions.

The captions herein are for convenience only and are not to be given any substantive meaning or effect.

25. Net Lease.

It is the intention of Landlord and Tenant that this Lease be construed in all respects as a net lease and that the rent herein specified shall be net to Landlord in each year during the Term of this Lease; all costs, expenses, and obligations of every kind relating to the Demised Premises, except as otherwise expressly provided in this Lease, which may arise or become due during or are apportionable to the Term of this Lease shall be paid by Tenant, and Landlord shall be indemnified by Tenant against such costs, expenses and obligations.

26. Entire Agreement.

This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions not set forth herein, and neither party has relief upon any representation, express or implied, not contained in this Lease. All prior understandings, terms or conditions are deemed merged into this Lease. This Lease shall not be amended or modified in any manner except by an instrument in writing executed by the parties.

27. General Provisions.

No failure or delay on the part of the Landlord or Tenant in exercising any right hereunder shall constitute a waiver of same or of any other right, nor shall any single partial exercised of any right preclude any further exercise thereof or of any other right, except as otherwise set forth herein. A waiver of any term or provision hereof shall apply to the particular instance and time only and shall not be deemed a continuing waiver. This Lease is a Missouri contract and shall be governed in all respects by the laws of the State of Missouri. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. In the event any provision of this Lease shall be declared invalid or unenforceable, the remainder hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

LANDLORD  
City of Washington, Missouri

\_\_\_\_\_  
Sandy Lucy, Mayor

\_\_\_\_\_  
Sherri Klekamp, City Clerk

TENANT  
Grace's Place Crisis Nursery, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR PART OF SE ¼ NW ¼ SECTION 21, T44N, R1W OF THE 5<sup>TH</sup> PM IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as "Exhibit A" demonstrating the boundary adjustment in the City of Washington, Missouri has been submitted to the City for approval; and

WHEREAS, said plat meets the requirements of the applicable ordinances of the City of Washington, Missouri; and

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

SECTION 1: The boundary adjustment as shown in the attached "Exhibit A" in the City of Washington, Missouri is hereby approved.

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

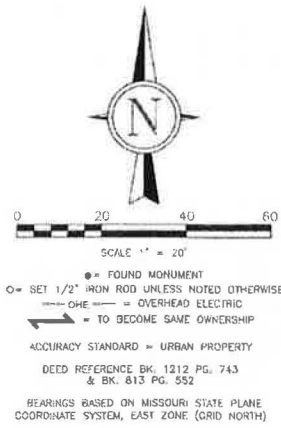
\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor of Washington, Missouri

"Exhibit A"



**NOTES:**

Schedule B of a current title report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.

Fence line encroachments will not necessarily be shown.

Line stakes will not be provided unless specifically requested.

Furthermore, without a current title report, the land surveyor makes no guarantee the owners as shown herein are correct.

Anything not visible from the surface is not certified to.

Conveyance for deed shall follow recodification of plat to change ownership.

The land surveyor makes no guarantee that access to the lands as shown herein has been granted, improved, or reserved.

**DESCRIPTION OF 0.06 ACRE (TO BE CONVEYED FROM OTTO TO TOBEN):**

A tract of land being part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 44 North, Range 1 West of the 5th P.M. in the City of Washington, Franklin County, Missouri being more fully described as follows:

Commencing at the North quarter corner of said Section 21;  
 Thence S 00° 47' 30" W on the quarter section line 1404.00 feet to a point;  
 Thence S 84° 12' 30" W 515.30 feet to a point;  
 Thence S 04° 35' 57" W 181.19 feet to the Northwest corner of the Tobben tract more fully described in Deed Book 1212 Page 743 in the Office of the Franklin County Recorder of Deeds and the POINT OF BEGINNING, same being S 89° 35' 00" W 0.67 feet from a 1-post;  
 Thence S 04° 35' 57" W on the property line 113.41 feet to a point on the North right-of-way of West Fifth Street, same being N 04° 35' 57" E 0.4 feet from an iron bar;  
 Thence on said right-of-way on a curve to the right in a northwesterly direction having a radius of 2451.29 feet and a chord bearing and distance of N 63° 56' 05" W 35.45 feet to an iron rod;  
 Thence N 13° 05' 34" E 104.23 feet to an iron rod;  
 Thence S 76° 49' 44" E a distance of 17.80 feet to the POINT OF BEGINNING.

Containing 0.06 Acres more or less.

SUBJECT TO easements, conditions, and restrictions of record.

**DESCRIPTION OF 0.28 ACRE TRACT (COMBINATION DESCRIPTION OF EXISTING 0.22 ACRE TRACT + 0.06 ACRE TRACT TO BE CONVEYED FROM OTTO TO TOBEN):**

A tract of land being part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 44 North, Range 1 West of the 5th P.M. in the City of Washington, Franklin County, Missouri being more fully described as follows:

Commencing at the North quarter corner of said Section 21;  
 Thence S 00° 47' 30" W on the quarter section line 1404.00 feet to a point;  
 Thence S 84° 12' 30" W 515.30 feet to a point;  
 Thence S 04° 35' 57" W 181.19 feet to the Northwest corner of the Tobben tract more fully described in Deed Book 1212 Page 743 in the Office of the Franklin County Recorder of Deeds and the POINT OF BEGINNING, same being S 89° 35' 00" W 0.67 feet from a 1-post;  
 Thence N 89° 35' 00" E on the property line 20.30 feet to an iron rod;  
 Thence S 00° 25' 09" E on an angle iron;  
 Thence S 09° 18' 30" W 75.90 feet to a point on the North right-of-way of West Fifth Street, same being N 09° 18' 30" E 1.6 feet from an iron rod;  
 Thence on said right-of-way on a curve to the right in a northwesterly direction having a radius of 2451.29 feet and a chord bearing and distance of N 64° 48' 25" W 110.08 feet to an iron rod;  
 Thence N 13° 05' 34" E 104.23 feet to an iron rod;  
 Thence S 76° 49' 44" E a distance of 17.80 feet to the POINT OF BEGINNING.

Containing 0.28 Acres more or less.

SUBJECT TO easements, conditions, and restrictions of record.

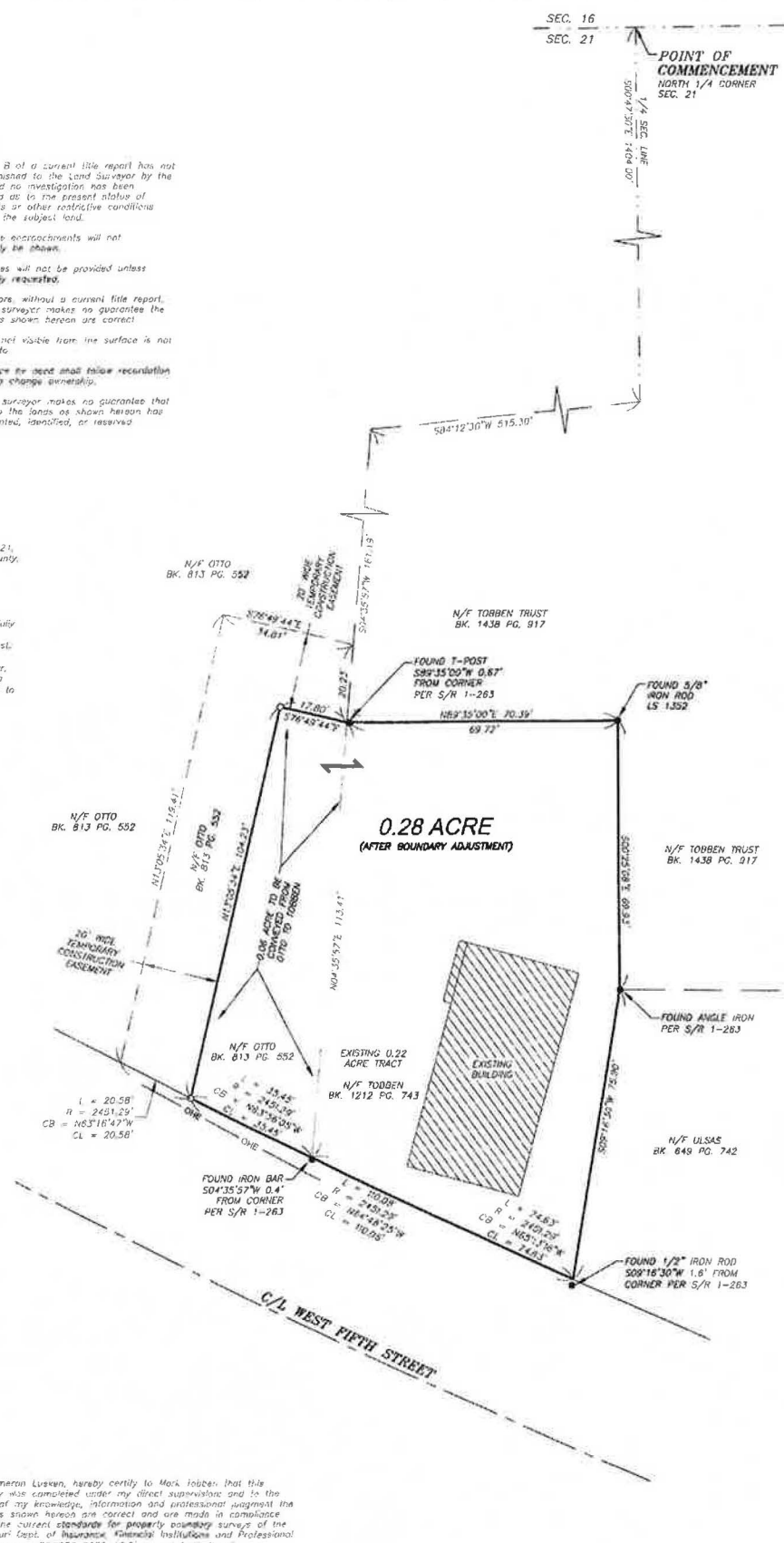
**DESCRIPTION OF 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT:**

A 20 foot wide temporary construction easement for the construction or improvement of parking areas, being located in part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 44 North, Range 1 West of the 5th P.M. in the City of Washington, Franklin County, Missouri being more fully described as follows:

Commencing at the North quarter corner of said Section 21;  
 Thence S 00° 47' 30" W on the quarter section line 1404.00 feet to a point;  
 Thence S 84° 12' 30" W 515.30 feet to a point;  
 Thence S 04° 35' 57" W 181.19 feet to the Northwest corner of the Tobben tract more fully described in Deed Book 1212 Page 743 in the Office of the Franklin County Recorder of Deeds and the POINT OF BEGINNING, same being S 89° 35' 00" W 0.67 feet from a 1-post;  
 Thence N 76° 49' 44" W 17.80 feet to an iron rod;  
 Thence S 13° 05' 34" W 104.23 feet to an iron rod on the North right-of-way of West Fifth Street;  
 Thence on said right-of-way on a curve to the right in a northwesterly direction having a radius of 2451.29 feet and a chord bearing and distance of N 63° 16' 47" W 20.30 feet to a point;  
 Thence leaving said right-of-way N 13° 05' 34" E 115.41 feet to a point;  
 Thence S 76° 49' 44" E 34.81 feet to a point;  
 Thence S 04° 35' 57" W a distance of 20.23 feet to the POINT OF BEGINNING.

The herein described easement will terminate at the end of construction. Upon completion of construction, the owner shall have full, free and uninterrupted use and possession of said land.

I, Cameron Lusk, hereby certify to Mark Jones that this survey was completed under my direct supervision and to the best of my knowledge, information and professional judgment the results shown herein are correct and are made in compliance with the current standards for property boundary surveys of the Missouri Dept. of Insurance, Financial Institutions and Professional Registration (20-CMR 2030-16.0) as set forth therein.



		BOUNDARY ADJUSTMENT SURVEY	
		PART SE 1/4 NW 1/4 SECTION 21, T44N. R1W OF THE 5TH P.M. IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO	
Dominion Licensure P.L.S. 3000164340 P.L.S. for Missouri Surveying & Engineering Inc. Franklin County Surveyor	515 EAST MAIN STREET JENCO, MO 63084 (636) 503-8400 MISSOURI STATE CERTIFICATE IN AUTHORITY CIVIL ENGINEERING: 031036 LAND SURVEYING: 001263	SCALE: 1"=20' JOB: 7658 DATE: 9-30-2021 DWN: MR S: 7/2020	SHEET 1 OF 1

RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

RESOLUTION APPROVING THE ISSUANCE OF SALES TAX REFUNDING REVENUE BONDS, SERIES 2021 (PHOENIX CENTER II COMMUNITY IMPROVEMENT DISTRICT PROJECT) BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF WASHINGTON, MISSOURI

**WHEREAS**, the City of Washington, Missouri (the “City”), Franklin County, Missouri (the “County”) and Phoenix Center II Development Co., LLC (the “Developer”) entered into a Development Agreement dated as of May 15, 2006 (as amended, the “Development Agreement”), whereby (a) the Developer agreed to cause the construction of a retail development known as the Phoenix Center II Shopping Center located in the City (the “Development”), (b) the City agreed to use fifty percent (50%) of the sales taxes of the City (including the City’s one percent (1%) sales tax for general revenue, one-half percent (1/2%) for capital improvements and one-half percent (1/2%) for transportation purposes) generated by taxable sales within the Development to fund a portion of the costs of certain public improvements associated with the Development (the “Project”), (c) the County agreed to use fifty percent (50%) of the County’s one-half percent (1/2%) sales tax for general revenue generated by taxable sales within the Development to fund a portion of the costs of the Project and (d) the Developer agreed to cause the creation of a community improvement district to fund a portion of the costs of the Project; and

**WHEREAS**, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri and Ordinance No. 06-10121 adopted on November 20, 2006, the City Council of the City approved the formation of the Phoenix Center II Community Improvement District; and

**WHEREAS**, The Industrial Development Authority of the City of Washington, Missouri (the “Authority”) is proposing to issue the Authority’s revenue bonds (the “Bonds”) for the purpose of refunding certain outstanding obligations issued in connection with the Project; and

**WHEREAS**, pursuant to **Section 4.6(b)** of the Development Agreement, any bonds issued for the Project shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City determines in its reasonable discretion;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Washington, Missouri, as follows:

**Section 1. Authorization of the Bonds.** The Authority is hereby authorized to issue and sell the Bonds as provided in the recitals hereto. The Bonds shall be sold to Stifel, Nicolaus & Company, Incorporated, at a price of not less than 95% and not greater

than 100% of the principal amount thereof (which price may reflect an underwriter's discount not to exceed 2.0% and an original issue discount not to exceed 2.5%). The Bonds shall bear such dates, shall mature at such times (not later than November 1, 2037) and in the amounts, shall be in such denominations, shall bear interest at such rates (not to exceed 5.5% per annum), shall be in such forms, shall be subject to redemption, and shall have such other terms and provisions, as shall be set forth in the form of the Trust Indenture attached as **Exhibit A** hereto.

**Section 2. Effective Date.** This Resolution shall take effect and be in full force immediately after its passage by the City Council.

**PASSED** by the City Council of the City of Washington, Missouri, this 1st day of November, 2021.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri

[SEAL]

**EXHIBIT A**  
**TRUST INDENTURE**

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**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE CITY OF WASHINGTON, MISSOURI**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee**

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**TRUST INDENTURE**

**Dated as of November 1, 2021**

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**Relating to:**

**[\$\*\*PRINCIPAL AMT\*\*]  
The Industrial Development Authority of the City of Washington, Missouri  
Sales Tax Refunding Revenue Bonds  
Series 2021  
(Phoenix Center II Community Improvement District Project)**

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**TRUST INDENTURE**

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- Exhibit A - Form of Series 2021 Bonds
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- Exhibit C - Cumulative Redemption Amounts for Series 2021 Bonds
- Exhibit D - Legal Description and Map of Area X and Area Y

7r

## TRUST INDENTURE

**THIS TRUST INDENTURE** (the “Indenture”), made and entered into as of November 1, 2021, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF WASHINGTON, MISSOURI**, a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri (the “Authority”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

### RECITALS:

1. The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the “Act”) to issue bonds for the purpose of promoting “projects,” as defined in the Act, within the State of Missouri.

2. The City of Washington, Missouri (the “City”), the County of Franklin, Missouri (the “County”) and Phoenix Center II Development Co., LLC (the “Developer”) entered into a Development Agreement dated as of May 15, 2006, as amended by a First Amendment to Development Agreement dated as of February 4, 2013 (collectively, the “Development Agreement”), whereby (a) the Developer agreed to cause the construction of a retail development known as the Phoenix Center II Shopping Center located in the City (the “Development”), (b) the City agreed to use fifty percent (50%) of the sales taxes of the City (including the City’s one percent (1%) sales tax for general revenue, one-half percent (1/2%) for capital improvements and one-half percent (1/2%) for transportation purposes) generated by taxable sales within the Development to fund a portion of the costs of certain public improvements associated with the Development (the “Project”), (c) the County agreed to use fifty percent (50%) of the County’s one-half cent sales tax for general revenue generated by taxable sales within the Development to fund a portion of the costs of the Project and (d) the Developer agreed to cause the creation of a community improvement district to fund a portion of the costs of the Project.

3. Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri (the “CID Act”), and Ordinance No. 06-10121 adopted on November 20, 2006, the City Council of the City approved the formation of the District.

4. The voters of the District approved the imposition of a sales tax (the “CID Sales Tax”) at the rate of 0.75% for the purpose of paying a portion of the cost of the Project and defraying the costs of formation and operation of the District.

5. The following obligations have previously been issued in connection with the Project:

(a) The Industrial Development Authority of Franklin County, Missouri’s Sales Tax Refunding Revenue Bonds, Series 2013A (Phoenix Center II Community Improvement District Project) (the “Series 2013A Bonds”) and Taxable Subordinate Sales Tax Refunding Revenue Bonds, Series 2013B (Phoenix Center II Community Improvement District Project) (the “Series 2013B Bonds”) and, together with the Series 2013A Bonds, the “Series 2013 Bonds”);

(b) the Authority’s Sales Tax Revenue Bonds, Series 2014 (Phoenix Center II Community Improvement District Project) (the “Series 2014 Bonds”); and

(c) the Authority's Sales Tax Revenue Bonds, Series 2016 (Phoenix Center II Community Improvement District Project) (the "Series 2016 Bonds"); and

6. On October 8, 2021, the Board of Directors of the Authority adopted a resolution (the "Authority Bond Resolution") authorizing the issuance of its Sales Tax Refunding Revenue Bonds, Series 2021 (Phoenix Center II Community Improvement District Project) (the "Series 2021 Bonds") pursuant to this Indenture for the purpose of providing funds, together with other legally available funds, to (a) refund all of the Series 2013A Bonds, the Series 2014 Bonds and the Series 2016 Bonds and a portion of the Series 2013B Bonds, (b) fund a debt service reserve account to secure the Series 2021 Bonds, (c) fund an extraordinary expense fund, and (d) pay the costs of issuance of the Series 2021 Bonds.

7. On October 8, 2021, the Board of Directors of the District adopted a resolution (the "District Bond Resolution") approving the issuance of the Series 2021 Bonds by the Authority and pledging and assigning the Net Revenues consisting of CID Sales Tax Revenues (as such terms are defined herein) to the Trustee for the purpose of paying the principal and interest on the Series 2021 Bonds pursuant to a Financing Agreement dated as of the date of this Indenture between the District and the Authority (the "Financing Agreement").

8. Pursuant to the Authority Bond Resolution, the Authority is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Series 2021 Bonds as hereinafter provided. The Series 2021 Bonds will constitute "Series X Bonds" (as defined herein).

9. All things necessary to make the Series 2021 Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the Authority, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Series 2021 Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2021 Bonds, subject to the terms hereof, have in all respects been duly authorized.

10. Pursuant to the terms of the Subordination Agreement, the Developer, as the sole record owner of the Series 2013B Bonds, has agreed that the Series 2013B Bonds not refunded with the proceeds of the Series 2021 Bonds shall be fully subordinate and junior to the Series X Bonds issued hereunder and any Series Y Bonds (as defined herein) issued by or on behalf of the District in the future.

**NOW THEREFORE, THIS INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the Authority, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds (as defined herein) by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Authority of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, the following property (said property being herein referred to as the "Trust Estate"):

(a) all right, title and interest of the Authority in the Financing Agreement (including, but not limited to, the right to enforce any of the terms thereof) and in the Net Revenues derived by the District pursuant to and subject to the provisions of the Financing Agreement, excluding the Unassigned Authority's Rights;

(b) all right, title and interest of the Trustee in the Net Revenues; and

(c) all moneys and securities from time to time held by the Trustee under the terms of this Indenture (except funds held in the Extraordinary Expense Fund and funds necessary to meet the requirements of Section 148(f) of the Code, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Authority or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

**IN TRUST NEVERTHELESS**, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the others, except as herein otherwise expressly provided;

**PROVIDED, NEVERTHELESS**, and these presents are upon the express condition, that if the Authority or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the Authority, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Authority does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

## ARTICLE I

### DEFINITIONS; RULES OF CONSTRUCTION

**Section 101. Definitions of Words and Terms.** In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“**Act**” means the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri.

“**Additional Bonds**” means any additional bonds issued on a parity with the Series 2021 Bonds pursuant to **Section 209**.

“**Annual Operating Fund Deposit**” means the moneys deposited into the Operating Fund pursuant to **Section 402(a)(1)**, in an amount equal to \$15,000 in each calendar year.

“**Area X**” means the area designated as Area X legally described on **Exhibit D**.

“**Area X Revenues**” means the Net Revenues derived from Area X, which shall include any businesses that are located across the boundary lines between Area X and Area Y. Area X Revenues shall also include all CID Sales Tax Revenues generated from retailers within Area X and Area Y but for whom the Missouri Department of Revenue cannot provide a situs location.

“**Area Y**” means the area designated as Area Y legally described on **Exhibit D**, which may be subdivided into one or more sub-areas in connection with the issuance of Series Y Bonds (or sub-series of Series Y Bonds).

“**Area Y Revenues**” means the Net Revenues derived from Area Y, which shall not include any businesses that are located across the boundary lines between Area X and Area Y. Area Y Revenues include all Net Revenues derived from Area Y until Area Y is subdivided into one or more sub-areas in connection with the issuance of Series Y Bonds (or sub-series of Series Y Bonds).

“**Authority**” means The Industrial Development Authority of the City of Washington, Missouri, a public corporation, and its successors and assigns.

“**Authority Bond Resolution**” means the resolution adopted by the Board of Directors of the Authority on October 8, 2021, authorizing the issuance of the Series 2021 Bonds pursuant to this Indenture.

“**Authorized Authority Representative**” means any person from time to time designated to act on behalf of the Authority as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Authority by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Authority Representative.

“**Authorized Denominations**” means (a) with respect to the Series 2021 Bonds, \$5,000 or any integral multiple thereof and (b) with respect to any Additional Bonds, the amount or amounts specified in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

“**Authorized District Representative**” means the Chairman or any other person from time to time designated to act on behalf of the District as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the District by the Chairman. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized District Representative.

“**Bond**” or “**Bonds**” means the Series 2021 Bonds and any Additional Bonds.

**“Bond Counsel”** means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the Authority and acceptable to the District and the Trustee.

**“Bond Purchase Agreement”** means the Bond Purchase Agreement executed by the Authority, the District and the Purchaser of the Series 2021 Bonds, as amended in accordance with the terms thereof.

**“Business Day”** means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

**“CID Act”** means the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri.

**“CID Sales Tax”** means the sales tax imposed by the District pursuant to the Community Improvement District Sales Tax Resolution and the CID Act at a rate of 0.75% on all retail sales made in the District that are subject to taxation pursuant to the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri, with certain exceptions listed in the CID Act.

**“CID Sales Tax Revenues”** means the revenues of the CID Sales Tax collected by the Missouri Department of Revenue, received by the District and deposited in the Community Improvement District Sales Tax Trust Fund *less* (a) any costs of collecting the CID Sales Tax retained by the Missouri Department of Revenue, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District that is the subject of a suit or other claim communicated to the District that challenges the collection of such sum until such suit or claim is resolved in favor of the District, and (d) any amount set aside in escrow pursuant to State law that the [Trust Indenture]

**“City”** means the City of Washington, Missouri, a political subdivision of the State.

**“City Sales Tax Revenues”** means an aggregate of fifty percent (50%) of the revenues received by the City from the City’s (1) one percent (1%) sales tax for general revenue, (2) one-half percent (1/2%) sales tax for capital improvements and (3) the City Transportation Sales Tax imposed on all taxable sales within the Development, less (a) an amount equal to the amount of sales tax paid by a Relocated Business for the calendar year immediately preceding the year in which such business relocates to the Development, (b) any costs of collecting the City Sales Tax Revenues retained by the Missouri Department of Revenue, (c) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (d) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum until such suit or claim is resolved in favor of the City.

**“City Transportation Sales Tax”** means the City’s one-half percent (1/2%) sales tax for transportation purposes.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

**“Community Improvement District Sales Tax Resolution”** means Resolution No. 2007-01 of the District passed on March 22, 2007, authorizing the imposition of the CID Sales Tax.

**“Community Improvement District Sales Tax Trust Fund”** means the Phoenix Center II Community Improvement District Sales Tax Trust Fund ratified and confirmed in **Section 4.1** of the Financing Agreement.

**“County”** means the County of Franklin, Missouri, a political subdivision of the State.

**“County Sales Tax Revenues”** means an aggregate of fifty percent (50%) of the revenues received by the County from the County’s one-half cent (1/2%) sales tax for general revenue imposed on all taxable sales within the Development, less (a) an amount equal to the amount of sales tax paid by a Relocated Business for the calendar year immediately preceding the year in which such business relocates to the Development, (b) any costs of collecting the County Sales Tax Revenues retained by the Missouri Department of Revenue, (c) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (d) any sum received by the County that is the subject of a suit or other claim communicated to the County that challenges the collection of such sum until such suit or claim is resolved in favor of the County.

**“Debt Service Fund”** means the fund by that name created in **Section 401**.

**“Debt Service Requirements”** means, for any period of time for which calculated, the aggregate of the payments to be made on the Bonds during such period in respect of principal (whether by redemption, at maturity or otherwise) and interest on such Bonds; provided that such payments are excluded from Debt Service Requirements to the extent that cash or non-callable Government Securities are on deposit in an irrevocable escrow or trust account in accordance with **Section 902** and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay such principal or interest and are sufficient to pay such principal or interest.

**“Debt Service Reserve Fund”** means the fund by that name created in **Section 401**.

**“Debt Service Reserve Requirement”** means (a) with respect to the Series 2021 Bonds, the sum of \$ \_\_\_\_\_; and (b) with respect to any series of Additional Bonds, the amount specified in the Supplemental Indenture authorizing such Additional Bonds, which shall not be greater than the least of (1) 10% of the original principal amount of the Additional Bonds, (2) 125% of the average annual debt service on the Additional Bonds or (3) the maximum annual debt service on the Additional Bonds.

**“Developer”** means Phoenix Center II Development Co., LLC and any successors or assigns thereto.

**“Development”** has the meaning set forth in the recitals hereto.

**“Development Agreement”** means, collectively, the Development Agreement dated as of May 15, 2006, the First Amendment to Development Agreement dated as of February 4, 2013 and all further amendments and supplements thereto to be entered into from time to time among the City, the County and the Developer.

**“District”** means the Phoenix Center II Community Improvement District, a political subdivision of the State.

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**“District Bond Resolution”** means Resolution No. 2021-\_\_ of the District adopted on October 8, 2021, approving the issuance of the Series 2021 Bonds pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement.

**“Electronic Means”** shall mean the following communications methods: S.W.I.F.T, e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

**“Event of Default”** means any event or occurrence as defined in **Section 701**.

**“Extraordinary Expense Fund”** means the fund by that name created in **Section 401**.

**“Financing Agreement”** means the Financing Agreement dated as of November 1, 2021, by and between the Authority and the District, as amended from time to time in accordance with the terms hereof.

**“Fiscal Year”** means the fiscal year adopted by the District for accounting purposes, which as of the execution of this Indenture commences on October 1 and ends on September 30.

**“Government Securities”** means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

**“Immediate Notice”** means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail postage prepaid to such addressees.

**“Interest Payment Date”** means any date on which the principal of or interest on any Bonds is payable.

**“Investment Securities”** means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Authority;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) or (b) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are invested in Government Securities or agreements to repurchase Government Securities, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

**“Net Revenues”** means (a) all CID Sales Tax Revenues that have been appropriated by the District to the payment of the Bonds *less* the Annual Operating Fund Deposit, (b) all City Sales Tax Revenues that have been appropriated by the City to the payment of the Bonds and (c) all County Sales Tax Revenues that have been appropriated by the County to the payment of the Bonds, subject to the following:

(i) Area X Revenues shall be applied in the following order of priority:

- (1) to the Series X Bonds,
- (2) when no Series X Bonds are Outstanding, to any Series Y Bonds (if Area Y has been subdivided and one or more sub-series of Series Y Bonds have been issued and are outstanding, Area X Revenues shall be applied in such priority as provided in the separate trust indenture authorizing the sub-series of Series Y Bonds), and
- (3) when no Series Y Bonds (or sub-series of Series Y Bonds) are outstanding, to the Series 2013B Bonds;

(ii) Area Y Revenues shall be applied in the following order of priority:

- (1) to the Series Y Bonds (if Area Y has been subdivided and one or more sub-series of Series Y Bonds have been issued and are outstanding, Area Y Revenues shall be applied in such priority as provided in the separate trust indenture authorizing the sub-series of Series Y Bonds),
- (2) when no Series Y Bonds (or sub-series of Series Y Bonds) are outstanding, to the Series X Bonds, and
- (3) when no Series X Bonds are outstanding, to the Series 2013B Bonds; and

(iii) Area X Revenues shall include Area Y Revenues until Series Y Bonds are issued.

**“Operating Fund”** means the fund by that name created in **Section 401**.

**“Opinion of Counsel”** means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) Bond Counsel, counsel to the Authority, the District, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

**“Outstanding”** means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds that are deemed to have been paid in accordance with **Section 902**;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen for which indemnity has been received as provided in **Section 206**; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

**“Owner”** means the Person in whose name any Bond is registered on the Register.

**“Paying Agent”** means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

**“Person”** means any natural person, firm, partnership, association, corporation, limited liability company or public body.

**“Pledged Revenues”** means (a) all Net Revenues to the extent provided in **Section 402**, and (b) all moneys held in the Project Fund, the Revenue Fund, the Debt Service Fund and, with respect to the Series 2021 Bonds and any applicable series of Additional Bonds, the accounts, if any, in the Debt Service Reserve Fund under this Indenture, together with investment earnings thereon, but excluding funds held in the Extraordinary Expense Fund and funds necessary to meet the requirements of Section 148(f) of the Code, whether or not held in the Rebate Fund.

**“Project”** has the meaning set forth in the recitals hereto.

**“Project Fund”** means the fund by that name created in **Section 401**.

**“Projected Revenues”** means, for any future period, the projected Area X Revenues and, if the District delivers to the Trustee and the Purchaser a certificate stating that the District will not issue or cause to be issued any Series Y Bonds, the projected Area Y Revenues.

**“Purchaser”** means Stifel, Nicolaus & Company, Incorporated, the original purchaser of the Series 2021 Bonds.

**“Rebate Fund”** means the fund by that name created in **Section 401**.

**“Record Date”** for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

**“Register”** means the registration books of the Authority kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

**“Registrar”** means the Trustee when acting as such under this Indenture.

**“Relocated Business”** means any business operating in the City, but outside of the Development, as of May 15, 2006, that relocates to the Development.

**“Revenue Fund”** means the fund by that name created in **Section 401**.

**“Series 2013 Bonds”** means, collectively, the Series 2013A Bonds and the Series 2013B Bonds.

**“Series 2013 Indenture”** means the Trust Indenture dated as of March 1, 2013, by and between the Authority and the Series 2013 Trustee, as amended from time to time in accordance with the terms thereof.

**“Series 2013 Trustee”** means The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, and its successor or successors and any other association or corporation that at any time may be substituted in its place pursuant to and at the time serving as trustee under the Series 2013 Indenture.

**“Series 2013A Bonds”** means The Industrial Development Authority of Franklin County, Missouri’s Sales Tax Refunding Revenue Bonds, Series 2013A (Phoenix Center II Community Improvement District Project), originally issued in the aggregate principal amount of \$10,150,000 pursuant to the Series 2013 Indenture.

**“Series 2013B Bonds”** means The Industrial Development Authority of Franklin County, Missouri’s Taxable Subordinate Sales Tax Refunding Revenue Bonds, Series 2013B (Phoenix Center II Community Improvement District Project), originally issued in the aggregate principal amount of \$11,801,153.14 pursuant to the Series 2013 Indenture.

**“Series 2014 Bonds”** means the Authority’s Sales Tax Revenue Bonds, Series 2014 (Phoenix Center II Community Improvement District Project), originally issued in the aggregate principal amount of \$1,150,000 pursuant to the Series 2014 Indenture.

**“Series 2014 Indenture”** means the Trust Indenture dated as of November 1, 2014, by and between the Authority and the Series 2014 Trustee, as amended from time to time in accordance with the terms thereof.

**“Series 2014 Trustee”** means The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, and its successor or successors and any other association or corporation that at any time may be substituted in its place pursuant to and at the time serving as trustee under the Series 2014 Indenture.

**“Series 2016 Bonds”** means the Authority’s Sales Tax Revenue Bonds, Series 2016 (Phoenix Center II Community Improvement District Project), originally issued in the aggregate principal amount of \$640,000 pursuant to the Series 2016 Indenture.

**“Series 2016 Trustee”** means The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, and its successor or successors and any other association or corporation that at any time may be substituted in its place pursuant to and at the time serving as trustee under the Series 2016 Indenture.

**“Series 2016 Indenture”** means the Trust Indenture dated as of December 1, 2016, by and between the Authority and the Series 2016 Trustee, as amended from time to time in accordance with the terms thereof.

**“Series 2021 Bonds”** means the Authority’s Sales Tax Refunding Revenue Bonds, Series 2021 (Phoenix Center II Community Improvement District Project), originally issued in the aggregate principal amount of \$[\*\*PRINCIPAL AMT\*\*].

**“Series X Bonds”** means, collectively, the Series 2021 Bonds and any bonds or other obligations issued on a parity with the Series 2021 Bonds payable from Area X Revenues.

**“Series Y Bonds”** means any bonds or other obligations issued under a separate trust indenture by or on behalf of the District subsequent to the issuance of the Series 2021 Bonds and designated by the District to be payable from Area Y Revenues (or sub-area thereof).

**“State”** means the State of Missouri.

**“Subordination Agreement”** means the Waiver of Notice of Redemption and Subordination Agreement executed by the Developer, as the sole record owner of the Series 2013B Bonds, and the Series 2013 Trustee, as amended in accordance with the terms thereof.

**“Supplemental Financing Agreement”** means any financing agreement supplemental or amendatory to the Financing Agreement entered into by the Authority and the District pursuant to **Article X**.

**“Supplemental Indenture”** means any indenture supplemental or amendatory to this Indenture entered into by the Authority and the Trustee pursuant to **Article X**.

**“Tax Compliance Agreement”** means the Tax Compliance Agreement among the District, the Authority and the Trustee, entered in connection with the issuance of each series of Tax-Exempt Bonds, as amended from time to time in accordance with the terms thereof.

**“Tax-Exempt Bonds”** means the Series 2021 Bonds and any Additional Bonds the interest on which, at the time of initial issuance, was excluded from gross income for purposes of federal income taxation.

**“Trust Estate”** means the Trust Estate described in the granting clauses of this Indenture.

**“Trustee”** means The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation that at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

**“Unassigned Authority’s Rights”** means the Authority’s rights to payment of its fees and expenses, to be indemnified in certain events and to receive notices, reports and other statements and its right to consent to certain matters, including, but not limited to, any Supplemental Financing Agreements or Supplemental Indentures.

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**Section 102. Rules of Construction.**

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

**ARTICLE II**

**THE BONDS**

**Section 201. Authorization, Issuance and Terms of Bonds.**

(a) *Authorized Amount of Bonds.* The Authority may issue Bonds in several series from time to time under this Indenture, but subject to the provisions of this Indenture and any Supplemental Indenture authorizing a series of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series.

(b) *Title of Bonds.* The Series 2021 Bonds authorized to be issued under this Indenture shall be designated "Sales Tax Refunding Revenue Bonds, Series 2021 (Phoenix Center II Community Improvement District Project)." The general title of all series of Additional Bonds authorized to be issued under this Indenture shall be "Sales Tax Revenue Bonds," with such appropriate particular project or series designation added to or incorporated in such title for the Additional Bonds of any particular series as the Authority may determine.

(c) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** and the Supplemental Indenture under which any Additional Bonds are issued, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) *Denominations.* The Bonds shall be issuable as fully-registered Bonds in Authorized Denominations.

(e) *Numbering.* Unless the Authority directs otherwise, the Bonds of each series shall be numbered from R-1 upward.

(f) *Dating.* The Series 2021 Bonds shall be dated as of the date of initial issuance and delivery thereof. Each series of Additional Bonds shall be dated as of the date specified in the Supplemental Indenture authorizing the issuance of such series of Additional Bonds.

(g) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Register as of the commencement of business of the Trustee on the Record Date for such Interest Payment Date, or (2) by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days before the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed, together with an acknowledgement by such Owner that an electronic transfer fee may be applicable. The Trustee shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall, upon the written request of the Authority or the District, at least annually forward a copy or summary of such records to the Authority, with a copy to the District, the City and the County.

#### **Section 202. Nature of Obligations.**

(a) The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture.

(b) The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the Authority, the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Development Agreement, the Financing Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Authority, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. None of the Authority, the District, the City nor the County shall in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority, except as they have expressly undertaken pursuant to the Development Agreement or the Financing Agreement. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the District, the City, the County or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

(c) **NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY, (1) THE CID SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE DISTRICT, (2) THE CITY SALES TAX REVENUES ARE**

**SUBJECT TO ANNUAL APPROPRIATION BY THE CITY AND (3) THE COUNTY SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE COUNTY.**

**(d) NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY, THE OBLIGATIONS OF THE CITY AND THE COUNTY TO TRANSFER NET REVENUES TO THE TRUSTEE TERMINATE ON MAY 14, 2028 WITH RESPECT TO THE BONDS, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.**

**Section 203. Execution, Authentication and Delivery of Bonds.**

(a) The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the President or any Vice President of the Board of Directors and attested by the manual or facsimile signature of the Secretary or any Assistant Secretary of the Board of Directors. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

**Section 204. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.

(b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Authority shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of the same series and maturity and of any Authorized Denomination.

(c) Any Bond, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same series and maturity, of any Authorized Denomination, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Bonds are exchanged or transferred hereunder, the Authority shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance

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with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) The Authority or the Trustee may make a charge against each Owner requesting a transfer or exchange of Bonds for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Bond issued upon any transfer or exchange and the reasonable expenses of the Authority and the Trustee in connection therewith, and such charge shall be paid before any such new Bond shall be delivered. The Authority or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Bonds.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Authority or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

#### **Section 205. Description of Series 2021 Bonds.**

(a) There shall be issued and secured by this Indenture the Series 2021 Bonds in the aggregate principal amount of \$[\*\*PRINCIPAL AMT\*\*].

(b) The Series 2021 Bonds shall mature on November 1, 2037 (subject to redemption and payment prior to their maturity as provided in **Article III**), and shall bear interest at the rate of \_\_\_\_\_% per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semi-annually on May 1 and November 1 in each year, beginning on May 1, 2022.

(c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

(d) The Series 2021 Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Series 2021 Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Authority Bond Resolution, certified by the Secretary or Assistant Secretary of the Board of Directors of the Authority, approving the issuance of the Series 2021 Bonds and authorizing the execution of this Indenture.

(2) A copy of the District Bond Resolution, certified by the Secretary of the Board of Directors of the District, approving the issuance of the Series 2021 Bonds pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement.

- (3) An original executed counterpart of this Indenture.
- (4) An original executed counterpart of the Financing Agreement.
- (5) An executed copy of the Development Agreement.
- (6) Evidence that \$ \_\_\_\_\_ principal amount of the Series 2013B Bonds has been cancelled.
- (7) An executed copy of the Subordination Agreement.
- (8) An opinion of Bond Counsel to the effect that the Series 2021 Bonds constitute valid and legally binding obligations of the Authority and that the interest on the Series 2021 Bonds is excludable from gross income of the Owners thereof for federal income tax purposes.
- (9) An opinion of Bond Counsel to the effect that the Series 2021 Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
- (10) A request and authorization to the Trustee executed by the Authority to authenticate the Series 2021 Bonds and to deliver the Series 2021 Bonds to or upon the order of the Purchaser upon payment to the Trustee, for the account of the Authority, of the purchase price thereof as set forth in the Bond Purchase Agreement. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the Purchaser and the amount of such purchase price.
- (11) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Series 2021 Bonds.

(e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Series 2021 Bonds have been executed and authenticated as required by this Indenture, the Trustee shall hold the Series 2021 Bonds in trust or deliver the Series 2021 Bonds to or upon the order of the Purchaser, but only upon payment to the Trustee of the purchase price thereof.

**Section 206. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond becomes mutilated or is lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Authority and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the Authority and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the Authority and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 207. Cancellation and Destruction of Bonds Upon Payment.** All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately

canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate describing the Bonds so canceled, and shall file an executed counterpart of such certificate with the Authority.

**Section 208. Securities Depository.**

(a) For purposes of this **Section 208**, the following terms shall have the following meanings:

“Book-Entry Bonds” means, collectively, the Series 2021 Bonds and any Additional Bonds designated as such under a Supplemental Indenture.

“Beneficial Owner” means, whenever used with respect to a Book-Entry Bond, the Person in whose name such Book-Entry Bond is recorded as the beneficial owner of such Book-Entry Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” means Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Book-Entry Bonds.

“Participant” means any broker-dealer, bank or other financial institution for which the Securities Depository holds Book-Entry Bonds as securities depository.

“Representation Letter” means the Representation Letter from the Authority and the Trustee to the Securities Depository with respect to the Book-Entry Bonds.

“Securities Depository” means The Depository Trust Company, New York, New York.

(b) The Book-Entry Bonds shall be initially issued as one single authenticated fully-registered bond for each maturity of the Book-Entry Bonds. Upon initial issuance, the ownership of such Book-Entry Bonds shall be registered in the Register of the Authority kept by the Trustee in the name of Cede & Co., as nominee of the Securities Depository. The Trustee and the Authority may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Book-Entry Bonds registered in its name for the purposes of payment of the principal of or interest on the Book-Entry Bonds, giving any notice permitted or required to be given to Owners of Book-Entry Bonds under this Indenture, registering the transfer of Book-Entry Bonds, and for all other purposes whatsoever; and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Book-Entry Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Register kept by the Trustee as being an Owner of any Book-Entry Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any amount with respect to the principal of or interest on the Book-Entry Bonds, with respect to any notice which is permitted or required to be given to Owners of Book-Entry Bonds under this Indenture or with respect to any consent given or other action taken by the Securities Depository as Owner of the Book-Entry Bonds. The Trustee shall pay all principal of and interest on the Book-Entry Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal of and interest on the Book-Entry Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository or the Trustee as the Securities Depository’s “FAST” Agent shall receive an authenticated Book-Entry Bond evidencing the obligation of the Authority to make payments of principal and interest. Upon delivery by the Securities Depository to the Trustee of written notice to the effect that the Securities

Depository has determined to substitute a new nominee in place of Cede & Co., the Book-Entry Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event Participants holding a majority position in the Book-Entry Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, such Participants may notify the Securities Depository and the Trustee, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of bond certificates. In such event, the Book-Entry Bonds will be transferable in accordance with paragraph (e) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Book-Entry Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event the Book-Entry Bonds will be transferable in accordance with paragraph (e) hereof. The Trustee may conclusively rely on information from the Securities Depository or any Participant as to the principal amount held by and the names and addresses of the Beneficial Owners of the Book-Entry Bonds.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Book-Entry Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal of and interest on such Book-Entry Bond and all notices with respect to such Book-Entry Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) In the event that any transfer or exchange of Book-Entry Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Owners thereof of the Book-Entry Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. In the event bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Book-Entry Bonds, or other securities depository as holder of all the Book-Entry Bonds, the provisions of this Indenture shall also apply to all matters relating thereto, including, without limitation, the printing of such bonds and the method of payment of principal of and interest on such bonds.

#### **Section 209. Additional Bonds; Series Y Bonds.**

(a) Additional Bonds may be issued under this Indenture upon compliance with the conditions set forth in this Section for any purpose authorized under the Act and the CID Act.

(b) Before any Additional Bonds are issued under the provisions of this Section, the Board of Directors of the Authority shall adopt a resolution (i) authorizing the issuance of the Additional Bonds and fixing the principal amount thereof, (ii) authorizing the Authority to enter into a Supplemental Indenture and Supplemental Financing Agreement for the purpose of issuing the Additional Bonds and establishing the terms and provisions of the Additional Bonds, including securing the Additional Bonds with reserve funds or other credit enhancement and additional deposits, if any, into the Extraordinary Expense Fund and the Debt Service Reserve Fund that do not secure other Bonds Outstanding, and the form of the Additional Bonds, and (iii) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Authority, are not prejudicial to the owners of the Bonds previously issued.

(c) Such Additional Bonds shall have the same general title as the Series 2021 Bonds (except for an identifying series project, letter or date), and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law, shall be payable at such times, and shall be redeemable at such times and prices (subject to the provisions of

**Article III**), all as provided by the Supplemental Indenture authorizing the issuance of the Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption and except as provided in subsection (f) below, the Additional Bonds shall be on a parity with the Series 2021 Bonds and shall be entitled to the same benefit and security of this Indenture, and any other Additional Bonds issued on a parity with the Series 2021 Bonds, upon compliance with the terms of this Section.

(d) Such Additional Bonds shall be executed in the manner set forth in **Section 203** and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) A copy, certified by the Secretary or Assistant Secretary of the Board of Directors of the Authority, of the resolution adopted by the Authority authorizing the issuance of the Additional Bonds and the execution of the Supplemental Indenture, the Supplemental Financing Agreement and supplements to any other documents as may be necessary.

(2) A copy, certified by the Secretary or Assistant Secretary of the Board of Directors of the District, of the resolution adopted by the District approving the issuance of the Additional Bonds and authorizing the execution and delivery of the Supplemental Financing Agreement and supplements to any other documents as may be necessary.

(3) An original executed counterpart of the Supplemental Indenture and Supplemental Financing Agreement authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of such bonds.

(4) A certificate of the Authority (A) stating that no Event of Default under this Indenture has occurred and is continuing and that no event has occurred and is continuing which with the lapse of time or giving of notice, or both, would constitute an Event of Default, and (B) stating the purpose or purposes for which the Additional Bonds are being issued.

(5) A request and authorization to the Trustee executed by the Authority to authenticate the Additional Bonds and deliver the Additional Bonds to or upon the order of the purchasers therein identified upon payment, for the account of the Authority, of the purchase price thereof. The Trustee may rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(6) An opinion of Bond Counsel to the effect that all requirements for the issuance of the Additional Bonds have been met, that the Additional Bonds constitute valid and legally binding obligations of the Authority, and the issuance of the Additional Bonds will not result in the interest on any Tax-Exempt Bonds then Outstanding becoming subject to federal income taxes then in effect.

(7) Such other certificates, statements, opinions, receipts and documents required by this Indenture, the Financing Agreement, the Supplemental Indenture or the Supplemental Financing Agreement or as the Authority, the District or the Trustee may reasonably require for the delivery of the Additional Bonds.

(e) When the documents specified above have been filed with the Trustee, and when the Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall

deliver the Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of the Additional Bonds. The proceeds of the sale of the Additional Bonds, including accrued interest and premium thereon, if any, paid over to the Trustee shall be deposited and applied by the Trustee as provided in **Article IV** and in the Supplemental Indenture authorizing the issuance of the Additional Bonds.

(f) Additional Bonds may be issued on a parity with the Series 2021 Bonds only (1) upon delivery to the Trustee of (A) evidence that, as of the date of issuance of the Additional Bonds, the cumulative redemptions of the Series 2021 Bonds have been equal to or have exceeded the cumulative redemption amount shown on **Exhibit C** as of such date, and (B) a certificate of a planning consultant acceptable to the District and the Purchaser demonstrating that the Projected Revenues are expected to permit the redemption of Series 2021 Bonds in amounts that equal or exceed the cumulative redemption amounts shown on **Exhibit C**; and (2) if the terms for any Additional Bonds (A) provide that the Payment Dates on the Additional Bonds are the same as the Series 2021 Bonds and (B) do not provide for the redemption or maturity of the Additional Bonds until all remaining Series 2021 Bonds are redeemed or defeased pursuant to **Section 902**. When making the calculations provided in this Section, if no Series Y Bonds have been issued and are outstanding, Projected Revenues will be calculated to include only Area X Revenues unless the District has provided a certificate to the Trustee that no Series Y Bonds will ever be issued.

(g) Except as provided in this Section, the Authority will not otherwise issue any obligations on a parity with the Series 2021 Bonds, but the Authority may issue other obligations specifically subordinate and junior to the Series 2021 Bonds. However, the Authority shall make no payments of either principal or interest on said subordinate and junior bonds while any Bonds are Outstanding.

(h) The Authority and/or the District may issue Series Y Bonds if such bonds are not payable from any Area X Revenues as long as any Bonds remain Outstanding. The Authority covenants and agrees that any Series Y Bonds issued will have the same payment dates for principal and interest as the Bonds.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Redemption of Bonds Generally.** The Series 2021 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and **Article II** and as may be specified in the Additional Bonds and the Supplemental Indenture authorizing the Additional Bonds.

**Section 302. Redemption of Series 2021 Bonds.**

(a) *Optional Redemption.* The Series 2021 Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time on or after \_\_\_\_\_ 1, 20\_\_\_\_, at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.*

(1) The Series 2021 Bonds are subject to special mandatory redemption by the Authority on any Interest Payment Date on or after May 1, 2022, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount that is on deposit in the applicable subaccounts of the Redemption Account of the Debt Service Fund 40 days before each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day).

(2) Each series of the Bonds is subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in the applicable accounts within the Revenue Fund, the Debt Service Fund and the Debt Service Reserve Fund are sufficient to redeem all of the Bonds of such series at a redemption price of 100% of such Bonds Outstanding, together with accrued interest thereon to the date fixed for redemption.

**Section 303. Selection of Bonds to be Redeemed.**

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, except as otherwise provided herein, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

**Section 304. Notice of Redemption of Bonds.**

(a) In the case of Bonds called for redemption under **Sections 302(a)**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 40 days (unless a shorter period is acceptable to the Trustee) prior to the redemption date of a written request of the District. The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the District.

(b) Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Register.

(c) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number and maturity date(s) and, in the case of a partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the payment office of the Trustee or such other office as the Trustee may designate.

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

(d) The Trustee shall mail by first-class mail to the Authority and the District a copy of such redemption notice.

(e) In the case of Bonds called for redemption under **Sections 302(a)**, any notice of redemption may be conditional upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(f) The failure of any Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

**Section 305. Effect of Call for Redemption.** On or prior to the date fixed for redemption, the Authority shall deposit moneys or Government Securities with the Trustee as provided in **Section 402** to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304**, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.



## ARTICLE IV

### FUNDS AND REVENUES

#### Section 401. Creation of Funds; Application of Bond Proceeds and Other Moneys.

- (a) The following funds of the Authority are hereby created and established with the Trustee:
- (i) Revenue Fund, which shall contain a CID Revenue Account, a City Revenue Account, a City Transportation Revenue Account and a County Revenue Account.
  - (ii) Debt Service Fund, which shall contain a Debt Service Account and a Redemption Account and within such accounts, a subaccount for each series of Bonds.
  - (iii) Project Fund, which shall contain a Refunding Account, and within the Refunding Account, a Series 2013A Refunding Subaccount, a Series 2013B Refunding Subaccount, a Series 2014 Refunding Subaccount and a Series 2016 Refunding Subaccount, and a Costs of Issuance Account, and within the Costs of Issuance Account, a subaccount for each series of Bonds.
  - (iv) Debt Service Reserve Fund, which shall contain an account for the Series 2021 Bonds.
  - (v) Rebate Fund, and within such fund, an account for each series of the Tax-Exempt Bonds.
  - (vi) Operating Fund.
  - (vii) Extraordinary Expense Fund.
- (b) Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

(c) The net proceeds received from the sale of the Series 2021 Bonds, together with other legally available funds held under the Series 2013 Indenture, the Series 2014 Indenture and the Series 2016 Indenture, shall be deposited simultaneously with the delivery of the Series 2021 Bonds as follows:

- (i) the accrued interest, if any, from the proceeds of the sale of the Series 2021 Bonds shall be deposited into the Series 2021 Subaccount of the Debt Service Account of the Debt Service Fund;
- (ii) an amount equal to the Debt Service Reserve Requirement for the Series 2021 Bonds (\$ \_\_\_\_\_) from funds currently on deposit in the Series 2013A account of the debt service reserve fund held under the Series 2013 Indenture shall be deposited into the Series 2021 Account of the Debt Service Reserve Fund;

(iii) the sum of [\*\*\$20,000.00\*\*] from funds currently on deposit in the extraordinary expense fund held under the Series 2013 Indenture shall be deposited into the Extraordinary Expense Fund;

(iv) the sum of \$\_\_\_\_\_ from the proceeds of the sale of the Series 2021 Bonds shall be deposited into the Series 2021 Subaccount of the Costs of Issuance Account of the Project Fund;

(v) the sum of \$\_\_\_\_\_ shall be deposited into the Series 2013A Refunding Subaccount of the Refunding Account of the Project Fund consisting of the following amounts:

A. the sum of \$\_\_\_\_\_ from funds currently on deposit in the revenue fund held under the Series 2013 Indenture;

B. the sum of \$\_\_\_\_\_ from funds currently on deposit in the Series 2013A account of the debt service fund held under the Series 2013 Indenture;

C. the sum of \$\_\_\_\_\_ from funds currently on deposit in the Series 2013A subaccount of the redemption account of the debt service fund held under the Series 2013 Indenture;

D. the sum of \$\_\_\_\_\_ from the remaining funds currently on deposit in the Series 2013A account of the debt service reserve fund held under the Series 2013 Indenture; and

E. the sum of \$\_\_\_\_\_ from the proceeds of the sale of the Series 2021 Bonds;

(vi) the sum of \$\_\_\_\_\_ from the proceeds of the sale of the Series 2021 Bonds shall be deposited into the Series 2013B Refunding Subaccount of the Refunding Account of the Project Fund;

(vii) the sum of \$\_\_\_\_\_ shall be deposited into the Series 2014 Refunding Subaccount of the Refunding Account of the Project Fund consisting of the following amounts:

A. the sum of \$\_\_\_\_\_ from funds currently on deposit in the revenue fund held under the Series 2014 Indenture;

B. the sum of \$\_\_\_\_\_ from funds currently on deposit in the debt service account of the debt service fund held under the Series 2014 Indenture;

C. the sum of \$\_\_\_\_\_ from funds currently on deposit in the redemption account of the debt service fund held under the Series 2014 Indenture;

D. the sum of \$15,000.00 from funds currently on deposit in the extraordinary expense fund held under the Series 2014 Indenture; and

E. the sum of \$\_\_\_\_\_ from the proceeds of the sale of the Series 2021 Bonds; and

(viii) the sum of \$ \_\_\_\_\_ shall be deposited into the Series 2016 Refunding Subaccount of the Refunding Account of the Project Fund consisting of the following amounts:

A. the sum of \$ \_\_\_\_\_ from funds currently on deposit in the revenue fund held under the Series 2016 Indenture;

B. the sum of \$ \_\_\_\_\_ from funds currently on deposit in the debt service account of the debt service fund held under the Series 2016 Indenture;

C. the sum of \$ \_\_\_\_\_ from funds currently on deposit in the redemption account of the debt service fund held under the Series 2016 Indenture;

D. the sum of \$15,000.00 from funds currently on deposit in the extraordinary expense fund held under the Series 2016 Indenture; and

E. the sum of \$ \_\_\_\_\_ from the remaining proceeds of the sale of the Series 2021 Bonds.

**Section 402. Revenue Fund.**

(a) Pursuant to the Financing Agreement, on the 20th calendar day of each month (or the next Business Day thereafter if the 20th is not a Business Day) while the Bonds are Outstanding, the District has agreed to transfer to the Trustee all Net Revenues consisting of CID Sales Tax Revenues, together with a written report in substantially the form attached as **Exhibit A** to the Financing Agreement, for deposit as follows:

(1) to the Operating Fund, the Annual Operating Fund Deposit (provided, however, that if any Series 2013B Bonds remain Outstanding, the amount required to be paid and credited to the Operating Fund shall be made pursuant to the provisions of the trust indenture under which the Series 2013B Bonds were issued and no amount is required to be transferred, paid and credited to the Operating Fund pursuant to this Indenture); and

(2) to the CID Revenue Account of the Revenue Fund, all remaining Net Revenues consisting of CID Sales Tax Revenues.

If the Trustee has not received Net Revenues consisting of CID Sales Tax Revenues on or before the 25th calendar day of each month, the Trustee shall notify the Authority, the District, the City, the County, the Purchaser and the initial purchaser of any Additional Bonds of such non-receipt.

(b) Pursuant to the Development Agreement, on the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Bonds are Outstanding (subject to subsections (c) and (d) of **Section 202**), the City has agreed to transfer to the Trustee all Net Revenues consisting of City Sales Tax Revenues for deposit as follows:

(1) to the City Transportation Revenue Account of the Revenue Fund, Net Revenues consisting of City Sales Tax Revenues generated from the City Transportation Sales Tax; and

(2) to the City Revenue Account of the Revenue Fund, all remaining Net Revenues consisting of City Sales Tax Revenues.

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If the Trustee has not received Net Revenues consisting of City Sales Tax Revenues on or before the 25th calendar day of each month, the Trustee shall notify the Authority, the District, the City, the County, the Purchaser and the initial purchaser of any Additional Bonds of such non-receipt.

(c) Pursuant to the Development Agreement, on the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Bonds are Outstanding (subject to subsections (c) and (d) of **Section 202**), the County has agreed to transfer to the Trustee all Net Revenues consisting of County Sales Tax Revenues for deposit to the County Revenue Account of the Revenue Fund. If the Trustee has not received Net Revenues consisting of County Sales Tax Revenues on or before the 25th calendar day of each month, the Trustee shall notify the Authority, the District, the City, the County, the Purchaser and the initial purchaser of any Additional Bonds of such non-receipt.

(d) On the 40th day or such other day as provided below (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, the Trustee shall apply moneys in the Revenue Fund to the extent necessary for the purposes and in the amounts as follows:

*First*, transfer to the applicable account within the Rebate Fund, when necessary, an amount sufficient to pay rebate, if any, owed to the United States of America under Section 148 of the Code, including any costs of calculating rebate, as directed in writing by the Authority in accordance with the Tax Compliance Agreement;

*Second*, pay to the Trustee or any Paying Agent, an amount sufficient to pay any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the District of an invoice for such amounts (provided, however, that payments to the Trustee or any Paying Agent may not exceed \$ \_\_\_\_\_ in any calendar year);

*Third*, transfer to the Extraordinary Expense Fund, an amount (not to exceed \$10,000 in any calendar year) sufficient to cause the balance in said fund to equal \$20,000;

*Fourth*, transfer to the applicable subaccount established in the Debt Service Account within the Debt Service Fund, an amount sufficient to pay the interest due on the Bonds on the next succeeding Interest Payment Date;

*Fifth*, transfer to the applicable subaccount established in the Debt Service Account within the Debt Service Fund, an amount sufficient to pay the principal due on the Bonds on the next succeeding Interest Payment Date by reason of stated maturity;

*Sixth*, transfer to the applicable accounts established in the Debt Service Reserve Fund for the Series 2021 Bonds and for any Additional Bonds secured by an account within the Debt Service Reserve Fund, such amount as may be required to restore any deficiency in such accounts, *pari passu*, if the amount on deposit therein is less than the Debt Service Reserve Requirement for the applicable series of Bonds; and

*Seventh*, transfer all remaining amounts to the applicable subaccounts established in the Redemption Account of the Debt Service Fund, which shall be applied to the payment of the principal of and accrued interest on Bonds which are subject to redemption pursuant to **Section 302(b)**.

(e) **Notwithstanding the foregoing, in no event shall moneys in the City Transportation Revenue Account of the Revenue Fund be applied to the payment of more than 18.73% of the Debt**

**Service Requirements with respect to the Bonds; the Trustee shall retain in the City Transportation Revenue Account of the Revenue Fund any moneys in excess thereof.**

(f) **Notwithstanding the foregoing, in no event shall moneys on deposit in the City Revenue Account of the Revenue Fund, the City Transportation Revenue Account of the Revenue Fund and the County Revenue Account of the Revenue Fund be applied to the payment of the Bonds or any other payments required under this Indenture after May 14, 2028.**

(g) If necessary, on the Business Day prior to each Interest Payment Date, the Trustee shall transfer from any available moneys in the Revenue Fund to the applicable account within the Debt Service Fund (subject to subsections (e) and (f) above) an amount sufficient to pay the principal of or interest on the Bonds due on the next Interest Payment Date (without regard to whether such money is on deposit in the Revenue Fund as of the 40th day before the Interest Payment Date).

(h) Upon the earlier of (1) May 15, 2028 or (2) payment in full of the principal of and interest due on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, (A) all amounts remaining on deposit in the City Revenue Account of the Revenue Fund and the City Transportation Revenue Account of the Revenue Fund shall be paid to the City and (B) all amounts remaining on deposit in the County Revenue Account of the Revenue Fund shall be paid to the County.

(i) Upon the payment in full of the principal of and interest due on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the CID Revenue Account of the Revenue Fund shall be paid to the District for deposit into the Community Improvement District Sales Tax Trust Fund.

**Section 403. Debt Service Fund.**

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Account of the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same mature and become due or upon the redemption thereof.

(c) The Authority hereby authorizes and directs the Trustee to withdraw sufficient moneys from the applicable accounts of the Debt Service Fund to pay the principal of and interest on the Bonds, as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.

(d) The Trustee shall use any moneys remaining in the applicable accounts of the Debt Service Fund to redeem all or part of the applicable series of Bonds Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of the applicable series of Bonds theretofore matured or called for redemption. The Trustee, upon the written instructions from the District, signed by the Authorized District Representative, shall use moneys in the applicable subaccounts of the Redemption Account of the Debt Service Fund on a best efforts basis for the purchase of the applicable series of Bonds in the open market to the extent practical for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.



(e) If the moneys in the applicable account of the Debt Service Fund are insufficient to pay all accrued interest on the applicable series of Bonds on any Interest Payment Date, then such moneys shall be applied ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Interest Payment Date, with interest thereon at the rate or rates specified in the applicable series of Bonds to the extent permitted by law. If the moneys in the applicable account of the Debt Service Fund are insufficient to pay the principal of the applicable series of Bonds on the maturity date thereof, then such moneys shall be applied ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(f) Upon the earlier of (1) May 15, 2028 or (2) payment in full of the principal of and interest due on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, (A) all amounts remaining on deposit in the Debt Service Fund attributable to City Sales Tax Revenues shall be paid to the City and (B) all amounts remaining on deposit in the Debt Service Fund attributable to County Sales Tax Revenues shall be paid to the County.

(g) Upon the payment in full of the principal of and interest due on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Debt Service Fund attributable to CID Sales Tax Revenues shall be paid to the District for deposit into the Community Improvement District Sales Tax Trust Fund.

**Section 404. Project Fund.**

(a) The funds on deposit in the Series 2013A Refunding Subaccount within the Refunding Account of the Project Fund shall be transferred by the Trustee, without further authorization, on the date of issuance of the Series 2021 Bonds to the Series 2013A Trustee and applied to the redemption in full of the Series 2013A Bonds on \_\_\_\_\_, 20\_\_.

(b) The funds on deposit in the Series 2013B Refunding Subaccount within the Refunding Account of the Project Fund shall be transferred by the Trustee, without further authorization, on the date of issuance of the Series 2021 Bonds to or at the direction of the owner of the Series 2013B Bonds, which moneys shall be applied on the date of issuance of the Series 2021 Bonds to the partial redemption of the Series 2013B Bonds, which shall be evidence by the partial cancelation of the Series 2013B Bonds in an equal amount.

(c) The funds on deposit in the Series 2014 Refunding Subaccount within the Refunding Account of the Project Fund shall be transferred by the Trustee, without further authorization, on the date of issuance of the Series 2021 Bonds to the Series 2014 Trustee and applied to the redemption in full of the Series 2014 Bonds on \_\_\_\_\_, 20\_\_.

(d) The funds on deposit in the Series 2016 Refunding Subaccount within the Refunding Account of the Project Fund shall be transferred by the Trustee, without further authorization, on the date of issuance of the Series 2021 Bonds to the Series 2016 Trustee and applied to the redemption in full of the Series 2016 Bonds on \_\_\_\_\_, 20\_\_.

(e) Moneys in the Costs of Issuance Account of the Project Fund shall be disbursed by the Trustee upon receipt of a written request of the District signed by the Authorized District Representative and containing the statements, representations and certifications set forth in the form of such request

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attached as **Exhibit B** and otherwise substantially in such form, for the sole purpose of paying costs of issuance of the Series 2021 Bonds including, but not limited to, the fees and expenses of the Authority, Authority's counsel and Bond Counsel. Any moneys remaining on deposit in the Costs of Issuance Account of the Project Fund on May 1, 2022 shall, without further authorization, be deposited in the Series 2021 Subaccount of the Redemption Account of the Debt Service Fund and shall be used to redeem Series 2021 Bonds pursuant to **Section 302(b)(1)** on the earliest possible date.

(f) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

#### **Section 405. Debt Service Reserve Fund.**

(a) Except as otherwise provided in this Indenture, moneys in the applicable account of the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the applicable series of Bonds if moneys otherwise available for such purpose as provided in **Section 403** are insufficient to pay the same as they become due and payable, and to make the final payment on the applicable series of Bonds. The amounts on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give prompt written notice to the Authority and the District if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at the lower of their original cost or their fair market value (inclusive of accrued interest thereon) on the date of valuation. Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement on any valuation date shall be deposited by the Trustee without further authorization in the applicable subaccount of the Debt Service Account of the Debt Service Fund.

(b) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Authority, the Trustee and any Paying Agent, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Debt Service Reserve Fund shall be paid to the District for deposit into the Community Improvement District Sales Tax Trust Fund.

#### **Section 406. Operating Fund.**

(a) The Trustee shall disburse money in the Operating Fund from time to time upon receipt of a written request of the Authorized District Representative to pay costs of operating the District, maintaining the Project, paying the principal of or interest on the Bonds, or any other lawful purpose of the District.

(b) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

(c) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Authority, the Trustee and any Paying Agent, and any other amounts required to be paid

under this Indenture, all amounts remaining on deposit in the Operating Fund shall be paid to the District for deposit into the Community Improvement District Sales Tax Trust Fund.

**Section 407. Extraordinary Expense Fund.**

(a) Amounts on deposit in the Extraordinary Expense Fund shall be used only for the purpose of paying the fees, expenses and other costs, including legal fees, incurred by the Authority in connection with an audit, questionnaire or other request for information from the Internal Revenue Service in connection with the Tax-Exempt Bonds and any rebate obligations, fines or penalties owed. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a written request signed by the Authorized Authority Representative, including invoices for such fees, expenses and other costs.

(b) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

(c) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Authority, the Trustee and any Paying Agent, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Extraordinary Expense Fund shall be paid to the District for deposit into the Community Improvement District Sales Tax Trust Fund.

**Section 408. Rebate Fund.**

(a) The Trustee shall deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement and in accordance with the written report of the Rebate Analyst (as defined in the Tax Compliance Agreement) provided to the Trustee, the District and the Authority under the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and none of the Authority, the District, the City, the County or the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the Trustee, in accordance with the written report of the Rebate Analyst provided to the Trustee, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Funds created under this Indenture or from other moneys provided to it. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Tax-Exempt Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the District.

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Tax-Exempt Bonds.



**Section 409. Non-Presentation of Bonds.**

(a) If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within one year after the date on which the same have become due shall be paid by the Trustee to the District without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid by the Trustee. The District shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

**ARTICLE V**

**SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS**

**Section 501. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, excluding only funds held in the Extraordinary Expense Fund and funds necessary to meet the requirements of Section 148(f) of the Code, whether or not held in the Rebate Fund, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

**Section 502. Investment of Moneys.**

(a) Moneys in all funds and accounts under any provision of this Indenture shall, subject to the Tax Compliance Agreement and as herein provided, be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the District (which may be provided through Electronic Means) given by the Authorized District Representative. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department. The Trustee may conclusively rely upon the District's written instructions as to both the suitability and legality of the directed investments.

(b) All investments and the interest earnings or profit therefrom shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or

permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value (inclusive of accrued interest thereon) on the most recent Interest Payment Date. The Trustee shall not be liable for any loss resulting from any investment made in accordance herewith.

(c) Although the Authority recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Authority agrees that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered and that no statement need to be rendered for any fund or account if no activity occurred in such fund or account during such month.

## ARTICLE VI

### PARTICULAR COVENANTS AND PROVISIONS

**Section 601. Authority to Issue Bonds and Execute Indenture.** The Authority covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Authority according to the import thereof.

**Section 602. Performance of Covenants.** The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

**Section 603. Instruments of Further Assurance.** The Authority covenants, upon written request, that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

**Section 604. General Limitation on Authority Obligations.** ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE AUTHORITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

**Section 605. Recording and Filing.**

(a) The Authority shall, upon written request, file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Owners of the Bonds and the rights of the Trustee hereunder. The Authority hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its duties under this Section,

the Trustee may rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

(b) Notwithstanding anything to the contrary contained herein, neither the Authority nor the Trustee shall be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. The Trustee shall cause to be filed a continuation statement with respect to each Uniform Commercial Code financing statement relating to the Bonds which was filed at the time of the issuance thereof, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. In addition, unless the Trustee shall have been notified in writing by the Authority that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (1) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this section and (2) filing any continuation statements in the same filing offices as the initial filings were made. The District shall be responsible for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder.

**Section 606. Possession and Inspection of Books and Documents.** The Authority and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds, the Funds established hereunder and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

**Section 607. Tax Covenants.** The Authority and the Trustee covenant and agree to comply with their respective obligations under the Tax Compliance Agreement executed in connection with the issuance of the Tax-Exempt Bonds.

**Section 608. Enforcement of Rights.** The Authority agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the Authority, may enforce all rights of the Authority and the Trustee, all obligations of the District under and pursuant to the Financing Agreement, and all obligations of the City and the County under and pursuant to the Development Agreement for and on behalf of the Bondowners, whether or not the Authority is in default hereunder. The Trustee shall, upon written direction of a majority of the Owners of the Bonds then Outstanding and upon being indemnified as provided in **Section 801(1)**, and at the expense of the Trust Estate, take such lawful action within its control to cause the Missouri Department of Revenue to collect the Net Revenues.

## ARTICLE VII

### DEFAULT AND REMEDIES

**Section 701. Events of Default.** If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default:"

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the Authority in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the Authority by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be

required to accept) and the Authority by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within such period and diligently pursued until the default is corrected; or

(b) The occurrence of an Event of Default as specified in **Section 7.1** of the Financing Agreement.

The Trustee shall give written notice of any Event of Default to the Authority and the District as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)**.

**Section 702. Acceleration.**

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by notice in writing delivered to the Authority and the District, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712**, the Trustee, the Authority, the District and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

**Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.**

(a) If an Event of Default has occurred and is continuing, the Authority, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Authority pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (i) reasonable compensation to the Trustee, its agents and counsel, and (ii) any reasonable charges and expenses of the Trustee and its counsel hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708**. Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Authority, its successors or assigns, the same right of possession, however, to exist upon any subsequent Event of Default.

(b) While in possession of the Trust Estate, the Trustee shall render annually to the Authority and the District a summarized statement of receipts and expenditures in connection therewith.

**Section 704. Appointment of Receivers in Event of Default.** If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

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**Section 705. Exercise of Remedies by the Trustee.**

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Authority as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding and indemnified as provided in **Section 801(I)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in **Section 801**.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Bonds.

**Section 706. Limitation on Exercise of Remedies by Owners.** No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

(a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)**, and

(b) such default has become an Event of Default, and

(c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(I)**, and

(d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the

obligation of the Authority to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

**Section 707. Right of Owners to Direct Proceedings.** Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability for which the Trustee has not been indemnified as provided in **Section 801**.

**Section 708. Application of Moneys in Event of Default.** Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture or the Financing Agreement or pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the applicable accounts for the Bonds within the Debt Service Fund, the Debt Service Reserve Fund and the Revenue Fund shall be applied as follows (except that moneys in the Debt Service Reserve Fund shall only be applied to the payment of the Series 2021 Bonds and any Additional Bonds if the Supplemental Indenture authorizing such Additional Bonds establishes a debt service reserve account for such bonds):

(a) If the principal of all the Bonds has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

**Notwithstanding the foregoing, in no event shall moneys in the City Transportation Revenue Account of the Revenue Fund be applied to the payment of more than 18.73% of the Debt Service Requirements with respect to the Bonds; the Trustee shall retain in the City Transportation Revenue Account of the Revenue Fund any moneys in excess thereof.**

**Notwithstanding the foregoing, in no event shall moneys on deposit in the City Revenue Account of the Revenue Fund, the City Transportation Revenue Account of the Revenue Fund and the County Revenue Account of the Revenue Fund be applied to the payment of the Series 2021 Bonds or any other payments required under this Indenture after May 14, 2028.**

Whenever all of the Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid in accordance with **Article IV**.

**Section 709. Remedies Cumulative.** No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

**Section 710. Delay or Omission Not Waiver.** No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

**Section 711. Effect of Discontinuance of Proceedings.** If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the Authority, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 712. Waivers of Events of Default.** The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the District, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

## ARTICLE VIII

### THE TRUSTEE

**Section 801. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the Authority or the District or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802**, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any such action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any security agreements in connection therewith (except for the filing of Uniform Commercial Code continuation statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Authority of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V**. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Authority or the District of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Authority or the District under any provision of this Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this



Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Authority Representative or the Authorized District Representative, as applicable, as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any default or Event of Default unless the Trustee is specifically notified in writing of such default or Event of Default by the District or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project and all books, papers and records of the Authority pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the Authority or the District, as applicable, to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** concerning the payment of principal and interest on the Bonds or declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all

liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.

(o) The Trustee may inform the Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Indenture.

(p) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(q) The Trustee may accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, the Authority or the District, as applicable, shall provide to the Trustee an incumbency certificate listing the Authorized Authority Representative or the Authorized District Representative, as applicable, which shall contain the specimen signature of each such representative. If the Authority or the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Authority and the District understand and agree that the Trustee cannot determine the identity of the actual sender of the Instructions and that the Trustee will conclusively presume that direction that purport to have been sent by an Authorized Authority Representative or Authorized District Representative listed on the incumbency certificate provided to the Trustee have been sent by such person. The Authority and the District shall be responsible for ensuring that only the Authorized Authority Representative and Authorized District Representative, as applicable, transmit Instructions to the Trustee. The Authority and the District are solely responsible for safeguarding and maintaining confidentiality of applicable user and authorization codes, passwords and/or authentication keys provided to them by the Trustee. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written Instruction. The Authority and the District, as applicable, agree: (1) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (2) that they are fully informed of the protections and risks associated

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with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions that the method(s) selected by the Authority or the District, as applicable; (3) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide a commercially reasonable degree of protection in light of the particular needs and circumstances of the Authority and the District, as applicable; and (4) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(r) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers, agents, attorneys or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (1) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with due care by it hereunder.

#### **Section 802. Fees, Charges and Expenses of the Trustee.**

(a) The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the District for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation from the District therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses from the District in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds from the District. Upon

the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys in the Revenue Fund are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Second* of **Section 402(d)**, on any Interest Payment Date, the unpaid portion shall be carried forward to the next Interest Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

(b) In each instance in which this Indenture shall provide for compensation, reimbursement or indemnification of the Trustee, such provision shall be deemed to provide for, whether or not expressly so stated, the payment of all related fees, costs, charges, advances and expenses of the Trustee (including, without limitation, attorneys' fees and expenses), unless the context shall clearly indicate otherwise.

**Section 803. Notice of Default.** If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall give written notice thereof to the Authority and the District and within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702**) by first-class mail to the Owners of all Bonds then Outstanding as shown by the Register.

**Section 804. Intervention by the Trustee.** In any judicial proceeding to which the Authority or the District is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of Bonds then Outstanding, provided that the Trustee shall first have been provided such indemnity as provided under **Section 801(l)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

**Section 805. Successor Trustee Upon Merger, Consolidation or Sale.** Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808**, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

**Section 806. Resignation or Removal of Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Authority, the District and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time, upon thirty days written notice, by an instrument or concurrent instruments in writing delivered to the Trustee and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which will become an Event of Default as provided in **Section 701(a)**, the Trustee may be removed for cause (including the failure of the Trustee and the District to agree on the reasonableness of the fees and expenses of the Trustee under this Indenture) at any time by an instrument or concurrent instruments in writing delivered to the Trustee, the Authority and the Owners and signed by the District. The Authority, the District or the Owners of a majority in aggregate principal amount of Bonds then Outstanding may at any time petition any court of competent jurisdiction

for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**.

**Section 807. Appointment of Successor Trustee.** If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the Authority, by an instrument executed and signed by the Authorized Authority Representative, with the consent of the District, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the Authority shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**.

**Section 808. Qualifications of Trustee and Successor Trustees.** The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000. If such institution publishes reports of condition at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

**Section 809. Vesting of Trusts in Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Authority, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

**Section 810. Trust Estate May be Vested in Co-Trustee.**

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Financing Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Authority be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

**Section 811. Annual Statement.** Unless the Trustee is delivering statements more frequently to the Authority, the Trustee shall render an annual statement for each calendar year ending December 31 to the Authority, with a copy to the District, the City and the County, and if so requested and the expense thereof is paid by such Owner, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include a listing of money deposited into the Revenue Fund and the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

**Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.**

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.

(b) The Authority may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Authority and the Trustee a written acceptance thereof. The Authority may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the Authority shall continue to be a Paying Agent of the Authority for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the Authority and the Trustee. The Paying Agent may be removed by the Authority at any time by an instrument signed by the Authority and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(d) If the Authority fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Authority has not appointed its successor as Paying Agent, the Trustee shall *ipso facto* be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the Authority of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

## ARTICLE IX

### SATISFACTION AND DISCHARGE OF THE INDENTURE

#### Section 901. Satisfaction and Discharge of the Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and any Paying Agents to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Authority such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Authority any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts required to be paid to the District under **Article IV** and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The Authority is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the Authority shall cancel and erase the inscription of this Indenture from its records.

#### Section 902. Bonds Deemed to Be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) has been made or caused to be made in accordance with the terms hereof, or (ii) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment or a combination of such moneys and Government Securities. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of subsection (a) above shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed

prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

(d) If the interest earnings on the moneys or Government Securities are necessary to provide for the payment of the Bonds under this Section, the Authority shall provide to the Trustee (i) a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable redemption or maturity date and (ii) an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on the Tax-Exempt Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met.

## ARTICLE X

### SUPPLEMENTAL INDENTURES AND SUPPLEMENTAL FINANCING AGREEMENTS

**Section 1001. Supplemental Indentures and Supplemental Financing Agreements Not Requiring Consent of Owners.** The Authority and the Trustee may from time to time, without the consent of or notice to any of the Owners but with the consent of the District, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, and the Authority and the District may from time to time, without the consent of or notice to any of the Owners, enter into Supplemental Financing Agreements as are not inconsistent with the terms and provisions thereof, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture or the Financing Agreement or to release property from the Trust Estate which was included by reason of an error or other mistake;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) to subject to this Indenture or the Financing Agreement additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) to provide for the refunding of any Bonds in accordance with the terms hereof;



(f) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in **Section 209**;

(g) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or

(h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment, the Trustee may rely on an Opinion of Counsel.

Notwithstanding the foregoing, any Supplemental Indenture or Supplemental Financing Agreement that affects the application of Net Revenues consisting of City Sales Tax Revenues and/or County Sales Tax Revenues shall require the prior written consent of the City and/or the County, as applicable.

**Section 1002. Supplemental Indentures and Financing Agreements Requiring Consent of Owners.** In addition to Supplemental Indentures and Supplemental Financing Agreements permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding, the Authority and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Authority for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture and the Authority and the District may from time to time enter into such other Supplemental Financing Agreement or Supplemental Financing Agreements as shall be deemed necessary and desirable by the Authority and the District for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Financing Agreement or in any Supplemental Indenture or Supplemental Financing Agreement; provided, however, that nothing in this Section contained shall permit or be construed as permitting without the consent of the Registered Owners of all Bonds then Outstanding:

(a) an extension of the maturity of the principal of, any change in the mandatory redemption of or the scheduled date of payment of interest on any Bond;

(b) a reduction in the principal amount, redemption premium or any interest payable on any Bond;

(c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds except as provided in this Indenture;

(d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or

(e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the Authority requests the Trustee to enter into any such Supplemental Indenture or the District or the Authority advise the Trustee of their desire to enter into any such Supplemental Financing Agreement for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture or Supplemental Financing Agreement to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture or Supplemental Financing Agreement and shall state that copies thereof are on

file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the Authority following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture or Supplemental Financing Agreement have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Authority or the District from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture or Supplemental Financing Agreement as in this Section permitted and provided, this Indenture or the Financing Agreement, as applicable shall be and be deemed to be modified and amended in accordance therewith.

Notwithstanding the foregoing, any Supplemental Indenture or Supplemental Financing Agreement that affects the application of Net Revenues consisting of City Sales Tax Revenues and/or County Sales Tax Revenues shall require the prior written consent of the City and/or the County, as applicable.

**Section 1003. Opinion of Bond Counsel.** Notwithstanding anything to the contrary in **Sections 1001 or 1002**, before the Authority and the Trustee enter into any Supplemental Indenture or Supplemental Financing Agreement pursuant to **Sections 1001 or 1002**, there shall have been delivered to the Trustee an opinion of Bond Counsel stating that such Supplemental Indenture or Supplemental Financing Agreement is authorized or permitted by this Indenture or the Financing Agreement, as applicable, the Act and the CID Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Authority or the District, as applicable, in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt Bonds then Outstanding.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 1101. Consents and Other Instruments by Owners.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the Authority, the District or an assignee of the Authority or the District, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice,

consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the Authority, the District or any affiliate or any Person controlling, controlled by or under common control with the Authority or the District, shall be disregarded and deemed not to be Outstanding under this Indenture.

**Section 1102. Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Authority, the District or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by facsimile or other similar communication, or when given by telephone, confirmed by facsimile on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

(a) To the Authority at:

The Industrial Development Authority  
of the City of Washington, Missouri  
405 Jefferson Street  
Washington, Missouri 63090  
Attention: Community and Economic Development Director  
Telephone: (636) 390-1004  
Facsimile: (636) 239-8945

with a copy to:

Sandberg Phoenix & von Gontard, P.C.  
600 Washington Avenue, 15<sup>th</sup> Floor  
St. Louis, Missouri 63101  
Attention: Mark C. Piontek, Esq.  
Telephone: (314) 425-4995  
Facsimile: \_\_\_\_\_

(b) To the Trustee at:

The Bank of New York Mellon Trust Company, N.A.  
300 North Meridian Street, Suite 910  
Indianapolis, Indiana 46204  
Attention: Corporate Trust Department  
Telephone: (317) 637-3581  
Facsimile: \_\_\_\_\_

(c) To the District at:

Phoenix Center II Community Improvement District  
c/o City of Washington  
405 Jefferson Street  
Washington, Missouri 63090  
Attention: Board of Directors  
Telephone: (636) 390-1000  
Facsimile: (636) 239-8945

(d) To the City at:

City of Washington  
405 Jefferson Street  
Washington, Missouri 63090  
Attention: City Administrator  
Telephone: (636) 390-1000  
Facsimile: (636) 239-8945

With a copy to:

Sandberg Phoenix & von Gontard, P.C.  
600 Washington Avenue, 15<sup>th</sup> Floor  
St. Louis, Missouri 63101  
Attention: Mark C. Piontek, Esq.  
Telephone: (314) 425-4995  
Facsimile: \_\_\_\_\_

(e) To the County at:

Franklin County, Missouri  
300 East Main Street  
Union, Missouri 63084  
Attention: Presiding Commissioner  
Telephone: (636) 583-6358  
Facsimile: (636) 583-6399

With a copy to:

Sandberg Phoenix & von Gontard, P.C.  
600 Washington Avenue, 15<sup>th</sup> Floor  
St. Louis, Missouri 63101  
Attention: Mark C. Piontek, Esq.  
Telephone: (314) 425-4995  
Facsimile: \_\_\_\_\_

(f) To the Owners at:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the Authority, a copy of said notice shall be provided to the Authority. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

**Section 1103. Limitation of Rights Under the Indenture.** With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the

parties hereto, the District and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

**Section 1104. Suspension of Mail Service.** If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

**Section 1105. Business Days.** If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Interest Payment Date.

**Section 1106. Immunity of Officers, Employees and Directors of Authority.** No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, employee or agent of the Authority, the governing body of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

**Section 1107. No Sale.** The Authority covenants and agrees that, except as provided herein or in the Financing Agreement, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

**Section 1108. Severability.** If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

**Section 1109. Execution in Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1110. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1111. Electronic Transaction.** The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored electronically. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1112. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

*[Remainder of Page Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, The Industrial Development Authority of the City of Washington, Missouri has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, The Bank of New York Mellon Trust Company, N.A., has caused these presents to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE CITY OF  
WASHINGTON, MISSOURI**

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

[Trust Indenture]

7r

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

By \_\_\_\_\_  
Title: Vice President

[Trust Indenture]

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**EXHIBIT A**

(Form of Series 2021 Bonds)

**EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

Registered  
No. R- \_\_\_\_\_

Registered  
\$ \_\_\_\_\_

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE CITY OF WASHINGTON, MISSOURI**

**SALES TAX REFUNDING REVENUE BOND  
SERIES 2021  
(PHOENIX CENTER II COMMUNITY IMPROVEMENT DISTRICT PROJECT)**

**Rate of Interest:            Maturity Date:            Dated Date:            CUSIP No.**

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

**THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF WASHINGTON, MISSOURI**, a public corporation duly organized and existing under the laws of the State of Missouri (the "Authority"), for value received, hereby promises to pay to the registered owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an "Interest Payment Date"), beginning on May 1, 2022. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

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Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity or upon earlier redemption to the Person in whose name this Bond is registered on the Register at the maturity or redemption date thereof. The interest payable on this Bond on any Interest Payment Date shall be paid by The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana (the "Trustee") to the person in whose name this Bond is registered on the Register at the close of business on the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered Owner shown on the Register or (b) by electronic transfer to such Registered Owner upon written notice given to the Trustee not less than 15 days prior to the Record Date for such interest and signed by such registered Owner, containing the electronic transfer instructions including the name of the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed, together with an acknowledgement by such Owner that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts, and an acknowledgement by such Owner that an electronic transfer fee is payable.

This Bond is one of an authorized series of fully-registered bonds of the Authority designated "The Industrial Development Authority of the City of Washington, Missouri, Sales Tax Refunding Revenue Bonds, Series 2021 (Phoenix Center II Community Improvement District Project)," in the aggregate principal amount of \$[\*\*PRINCIPAL AMT\*\*] (the "Series 2021 Bonds"). Reference is made to the Indenture for the terms and provisions relating to the Series 2021 Bonds.

The Series 2021 Bonds are being issued pursuant to a Trust Indenture dated as of November 1, 2021, between the Authority and the Trustee (the "Indenture"), for the purposes of providing funds, together with other legally available funds, to (a) refund certain prior obligations issued in connection with the Project, (b) fund a debt service reserve account to secure the Series 2021 Bonds, (c) fund an extraordinary expense fund, and (d) pay the costs of issuance of the Series 2021 Bonds, all under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri (the "Act") and the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri (the "CID Act").

The Series 2021 Bonds constitute special, limited obligations of the Authority payable as to principal, premium, if any, and interest solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee pursuant to the Indenture. "Pledged Revenues" means all Net Revenues held in the Revenue Fund and the Debt Service Fund, together with investment earnings thereon.

The Series 2021 Bonds are subject to redemption as follows:

(a) *Optional Redemption.* The Series 2021 Bonds are subject to optional redemption by the Authority at the written direction of the District, in whole or in part at any time on or after \_\_\_\_\_, 20\_\_\_\_, at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

(b) *Special Mandatory Redemption.*

(1) The Series 2021 Bonds are subject to special mandatory redemption by the Authority on any Interest Payment Date on or after May 1, 2022, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount that is on deposit in the applicable subaccounts of the Redemption Account of the Debt Service Fund 40 days before each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day).

(2) Each series of the Bonds is subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in the applicable accounts within the Revenue Fund, the Debt Service Fund and the Debt Service Reserve Fund are sufficient to redeem all of the Bonds of such series at a redemption price of 100% of such Bonds Outstanding, together with accrued interest thereon to the date fixed for redemption.

If fewer than all of the Bonds are to be redeemed, the selection of Bonds to be redeemed, or portions thereof, shall be made in such equitable manner as the Trustee may determine; provided however, that the Trustee shall select Bonds for redemption so as to assure that after such redemption no Owner will retain Bonds in an aggregate amount less than an Authorized Denomination.

If any of the Bonds are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first-class mail at least 30 days prior to the date fixed for redemption to the registered Owner of each Bond to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Bond called for redemption to remain Outstanding.

The Series 2021 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Series 2021 Bond certificate for each maturity, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody or that of the Trustee as the Depository's "FAST" Agent. The book-entry system will evidence positions held in the Series 2021 Bonds by the Securities Depository's participants, beneficial ownership of the Series 2021 Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Trustee and the Authority will recognize the Securities Depository nominee, while the registered Owner of this Series 2021 Bond, as the owner of this Series 2021 Bond for all purposes, including (a) payments of principal of and interest on, this Series 2021 Bond, (b) notices and (c) voting. Transfers of principal and interest to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Trustee and the Authority will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or Persons acting through such participants. While the Securities Depository nominee is the registered Owner of this Series 2021 Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Series 2021 Bond shall be made in accordance with existing arrangements among the Securities Depository, the Trustee and the Authority.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in the Indenture.

The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the Authority, the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Development Agreement, the Financing Agreement and in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Authority, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. None of the Authority, the District, the City nor the County shall in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority, except as they have expressly undertaken pursuant to the Development Agreement or the Financing Agreement. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the District, the City, the County or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE INDENTURE TO THE CONTRARY, (1) ALL CID SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE DISTRICT, (2) ALL CITY SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE CITY AND (3) ALL COUNTY SALES TAX REVENUES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE COUNTY.**

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE INDENTURE TO THE CONTRARY, THE OBLIGATIONS OF THE CITY AND THE COUNTY TO TRANSFER NET REVENUES TO THE TRUSTEE TERMINATE ON MAY 14, 2028 WITH RESPECT TO THE BONDS, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON SAID BONDS HAS BEEN PAID IN FULL.**

The Bonds are issuable in the form of fully-registered Bonds in Authorized Denominations.

Upon satisfaction of the conditions set forth in the Indenture, Additional Bonds may be issued by the Authority on a parity with the Series 2021 Bonds.

This Series 2021 Bond may be transferred or exchanged, as provided in the Indenture, only upon the books for the registration, transfer and exchange thereof (the "Register") kept by the Trustee, upon surrender of this Series 2021 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or the registered Owner's duly authorized agent, whereupon a new Series 2021 Bond of the same series and maturity and in the same principal amount outstanding as the Series 2021 Bond which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein

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prescribed. The Authority and the Trustee may deem and treat the Person in whose name this Series 2021 Bond is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Series 2021 Bond shall not be valid or binding on the Authority or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

**IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF WASHINGTON, MISSOURI** has executed this Series 2021 Bond by causing it to be signed by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, and this Bond to be dated as of the Dated Date shown above.

Registration Date: \_\_\_\_\_

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE CITY OF  
WASHINGTON, MISSOURI**

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Series 2021 Bonds described in the within-mentioned Indenture.

By \_\_\_\_\_  
President

**THE BANK OF NEW YORK  
MELLON TRUST COMPANY, N.A.,**  
as Trustee

ATTEST:

By \_\_\_\_\_  
Authorized Signatory

By \_\_\_\_\_  
Secretary

---

---

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

(Print or Type Name, Address and Social  
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
\_\_\_\_\_ agent to transfer the within Bond on the books kept by the Trustee for the  
registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

---

NOTICE: The signature to this assignment must  
correspond with the name of the Registered  
Owner as it appears on the face of the within  
Bond in every particular.

Medallion Signature Guarantee:

**EXHIBIT B**

Request No. \_\_\_\_\_

Date: \_\_\_\_\_

WRITTEN REQUEST FOR DISBURSEMENTS FROM THE COSTS OF ISSUANCE ACCOUNT OF THE PROJECT FUND – THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF WASHINGTON, MISSOURI, SALES TAX REFUNDING REVENUE BONDS, SERIES 2021 (PHOENIX CENTER II COMMUNITY IMPROVEMENT DISTRICT PROJECT)

To: The Bank of New York Mellon Trust Company, N.A., as Trustee  
300 North Meridian Street, Suite 910  
Indianapolis, Indiana 46204  
Attention: Corporate Trust Department

as Trustee under the Trust Indenture dated as of November 1, 2021, between The Industrial Development Authority of the City of Washington, Missouri and said Trustee (the “Indenture”)

Pursuant to **Section 404** of the Indenture, the Phoenix Center II Community Improvement District (the “District”) requests payment from the Costs of Issuance Account of the Project Fund in accordance with this request and said **Section 404** and hereby states and certifies as follows:

4. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.
4. Each item for which payment is requested is a proper cost of issuance that was incurred in connection with the issuance of the Bonds, the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

**PHOENIX CENTER II COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Authorized District Representative

7r

ATTACHMENT I

TO WRITTEN REQUEST FOR DISBURSEMENTS FROM THE COSTS OF  
ISSUANCE ACCOUNT OF THE PROJECT FUND – THE INDUSTRIAL  
DEVELOPMENT AUTHORITY OF THE CITY OF WASHINGTON, MISSOURI,  
SALES TAX REFUNDING REVENUE BONDS, SERIES 2021 (PHOENIX CENTER II  
COMMUNITY IMPROVEMENT DISTRICT PROJECT)

REQUEST NO. \_\_\_\_\_

DATE: \_\_\_\_\_

---

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the cost of issuance for which the obligation to be paid was incurred
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7r



**EXHIBIT C**

**CUMULATIVE REDEMPTION AMOUNTS FOR SERIES 2021 BONDS**

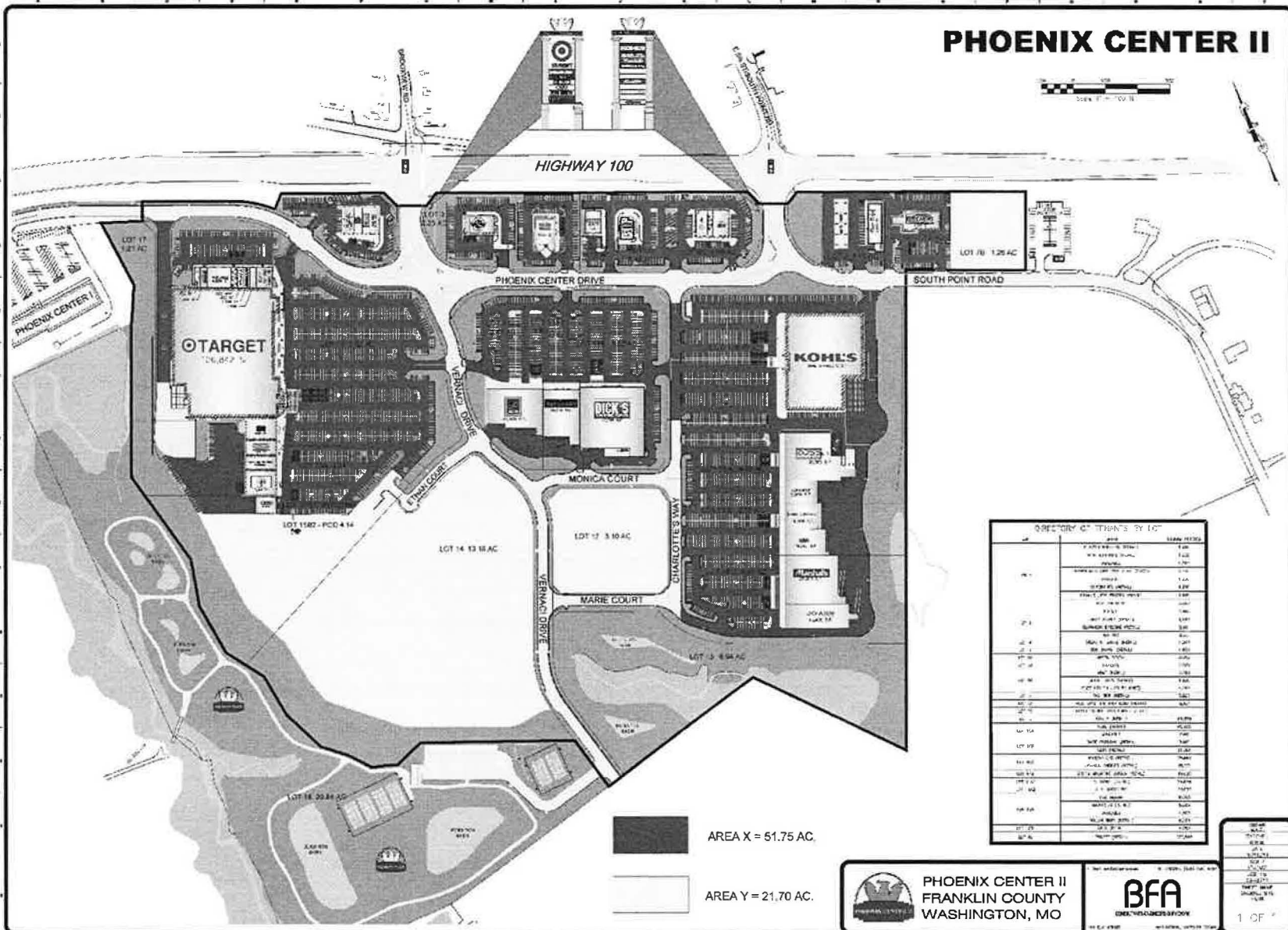
<u>As of</u>	<u>Redemption Amount</u>	<u>Cumulative Redemption</u>
May 1, 2022		
November 1, 2022		
May 1, 2023		
November 1, 2023		
May 1, 2024		
November 1, 2024		
May 1, 2025		
November 1, 2025		
May 1, 2026		
November 1, 2026		
May 1, 2027		
November 1, 2037		

**EXHIBIT D**

**LEGAL DESCRIPTION AND MAP OF AREA X AND AREA Y**

[LEGAL DESCRIPTION OF AREA X AND AREA Y TO BE INSERTED]

# PHOENIX CENTER II



AREA X = 51.75 AC.  
 AREA Y = 21.70 AC.

SCHEDULE OF ITEMS BY LOT		ESTIMATED COST
LOT 1	CONCRETE DRIVE	1,200,000
LOT 2	CONCRETE DRIVE	1,200,000
LOT 3	CONCRETE DRIVE	1,200,000
LOT 4	CONCRETE DRIVE	1,200,000
LOT 5	CONCRETE DRIVE	1,200,000
LOT 6	CONCRETE DRIVE	1,200,000
LOT 7	CONCRETE DRIVE	1,200,000
LOT 8	CONCRETE DRIVE	1,200,000
LOT 9	CONCRETE DRIVE	1,200,000
LOT 10	CONCRETE DRIVE	1,200,000
LOT 11	CONCRETE DRIVE	1,200,000
LOT 12	CONCRETE DRIVE	1,200,000
LOT 13	CONCRETE DRIVE	1,200,000
LOT 14	CONCRETE DRIVE	1,200,000
LOT 15	CONCRETE DRIVE	1,200,000
LOT 16	CONCRETE DRIVE	1,200,000
LOT 17	CONCRETE DRIVE	1,200,000
LOT 18	CONCRETE DRIVE	1,200,000
LOT 19	CONCRETE DRIVE	1,200,000
LOT 20	CONCRETE DRIVE	1,200,000
LOT 21	CONCRETE DRIVE	1,200,000
LOT 22	CONCRETE DRIVE	1,200,000
LOT 23	CONCRETE DRIVE	1,200,000
LOT 24	CONCRETE DRIVE	1,200,000
LOT 25	CONCRETE DRIVE	1,200,000
LOT 26	CONCRETE DRIVE	1,200,000
LOT 27	CONCRETE DRIVE	1,200,000
LOT 28	CONCRETE DRIVE	1,200,000
LOT 29	CONCRETE DRIVE	1,200,000
LOT 30	CONCRETE DRIVE	1,200,000
LOT 31	CONCRETE DRIVE	1,200,000
LOT 32	CONCRETE DRIVE	1,200,000
LOT 33	CONCRETE DRIVE	1,200,000
LOT 34	CONCRETE DRIVE	1,200,000
LOT 35	CONCRETE DRIVE	1,200,000
LOT 36	CONCRETE DRIVE	1,200,000
LOT 37	CONCRETE DRIVE	1,200,000
LOT 38	CONCRETE DRIVE	1,200,000
LOT 39	CONCRETE DRIVE	1,200,000
LOT 40	CONCRETE DRIVE	1,200,000
LOT 41	CONCRETE DRIVE	1,200,000
LOT 42	CONCRETE DRIVE	1,200,000
LOT 43	CONCRETE DRIVE	1,200,000
LOT 44	CONCRETE DRIVE	1,200,000
LOT 45	CONCRETE DRIVE	1,200,000
LOT 46	CONCRETE DRIVE	1,200,000
LOT 47	CONCRETE DRIVE	1,200,000
LOT 48	CONCRETE DRIVE	1,200,000
LOT 49	CONCRETE DRIVE	1,200,000
LOT 50	CONCRETE DRIVE	1,200,000
LOT 51	CONCRETE DRIVE	1,200,000
LOT 52	CONCRETE DRIVE	1,200,000
LOT 53	CONCRETE DRIVE	1,200,000
LOT 54	CONCRETE DRIVE	1,200,000
LOT 55	CONCRETE DRIVE	1,200,000
LOT 56	CONCRETE DRIVE	1,200,000
LOT 57	CONCRETE DRIVE	1,200,000
LOT 58	CONCRETE DRIVE	1,200,000
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LOT 70	CONCRETE DRIVE	1,200,000
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LOT 72	CONCRETE DRIVE	1,200,000
LOT 73	CONCRETE DRIVE	1,200,000
LOT 74	CONCRETE DRIVE	1,200,000
LOT 75	CONCRETE DRIVE	1,200,000
LOT 76	CONCRETE DRIVE	1,200,000
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LOT 79	CONCRETE DRIVE	1,200,000
LOT 80	CONCRETE DRIVE	1,200,000
LOT 81	CONCRETE DRIVE	1,200,000
LOT 82	CONCRETE DRIVE	1,200,000
LOT 83	CONCRETE DRIVE	1,200,000
LOT 84	CONCRETE DRIVE	1,200,000
LOT 85	CONCRETE DRIVE	1,200,000
LOT 86	CONCRETE DRIVE	1,200,000
LOT 87	CONCRETE DRIVE	1,200,000
LOT 88	CONCRETE DRIVE	1,200,000
LOT 89	CONCRETE DRIVE	1,200,000
LOT 90	CONCRETE DRIVE	1,200,000
LOT 91	CONCRETE DRIVE	1,200,000
LOT 92	CONCRETE DRIVE	1,200,000
LOT 93	CONCRETE DRIVE	1,200,000
LOT 94	CONCRETE DRIVE	1,200,000
LOT 95	CONCRETE DRIVE	1,200,000
LOT 96	CONCRETE DRIVE	1,200,000
LOT 97	CONCRETE DRIVE	1,200,000
LOT 98	CONCRETE DRIVE	1,200,000
LOT 99	CONCRETE DRIVE	1,200,000
LOT 100	CONCRETE DRIVE	1,200,000

**PHOENIX CENTER II**  
 FRANKLIN COUNTY  
 WASHINGTON, MO

**BFA**  
 CONSTRUCTION SERVICES

1 OF 4



October 28, 2021

Honorable Mayor and City Council  
Washington, MO 63090

Re: Reimbursement to Industrial Development Authority and Washington Civic Industrial Corporation

Dear Mayor and Council,

The City of Washington received payments from both organizations above towards the Economic Development Director's salary in 2021. These payments were to cover the contractual agreement the City has with the Chamber of Commerce. With the receipt of American Rescue Plan Act funds, staff is proposing to reimburse both organizations \$9,000 each for a total of \$18,000.

With your approval, an ordinance will be proposed for the November 15<sup>th</sup> City Council meeting to authorize the expenditure of such funds.

Sincerely,

A handwritten signature in blue ink that reads "Darren Lamb".

Darren Lamb, AICP  
City Administrator

CITY OF WASHINGTON  
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

<b>Previous Years 1970-2000 Total:</b>		<b>\$ 36,121,362.69</b>			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-Present	454,143.50
2002-2003	2,875,714.84	2012-2013	3,760,065.80		
2003-2004	3,155,590.86	2013-2014	3,912,118.45		
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
<b>TOTAL COLLECTIONS TO DATE:</b>					<b>\$ 115,875,784.87</b>

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 351,136.59	\$ 361,698.16	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	17.22%
NOVEMBER	282,896.65	251,010.14	273,682.85	325,999.08	337,510.28		
DECEMBER	364,857.35	567,111.05	406,617.65	400,738.68	448,383.63		
JANUARY	430,566.40	355,065.45	428,005.85	420,055.36	430,457.12		
FEBRUARY	354,592.09	440,931.59	363,771.00	417,204.79	396,723.58		
MARCH	397,064.44	432,715.60	444,964.47	417,215.47	468,305.25		
APRIL	322,468.20	354,143.36	387,311.51	365,080.95	387,138.97		
MAY	316,300.94	296,545.56	300,584.29	358,920.74	385,747.95		
JUNE	360,109.32	368,699.52	456,577.00	401,315.24	514,849.48		
JULY	488,884.69	499,689.10	420,349.19	442,261.53	462,011.90		
AUGUST	290,449.04	311,169.75	322,712.79	372,615.14	396,711.64		
SEPTEMBER	395,182.14	464,286.39	465,772.42	518,477.31	523,081.81		
<b>TOTALS:</b>	<b>\$ 4,354,507.85</b>	<b>\$ 4,703,065.67</b>	<b>\$ 4,612,283.40</b>	<b>\$ 4,787,670.81</b>	<b>\$ 5,138,337.05</b>	<b>\$ 454,143.50</b>	

OVERALL PERCENTAGE GROWTH/  
(REDUCTION) FOR OCTOBER TO  
PRESENT:

**17.22%**

FISCAL YEAR END PERCENTAGE  
(POS- OCTOBER TO SEPTEMBER)  
Shown Once A Year on November Report.

**0.00%**

## 1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$ 4,111,148.43
EXPIRED: 06-30-02	1994-2002	9,410,782.24
EXPIRED: 06-30-10	2002-2010	13,334,617.88
EXPIRED: 06-30-18	2010-2018	15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$ 8,133,790.13
<b>TOTAL COLLECTIONS TO DATE:</b>		<b><u>\$ 50,965,357.04</u></b>

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 175,568.60	\$ 180,849.11	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	17.22%
NOVEMBER	141,448.41	125,504.75	136,841.76	162,999.67	168,755.25		
DECEMBER	182,428.48	283,555.71	203,310.25	200,369.28	224,192.00		
JANUARY	215,283.32	177,532.58	214,002.88	210,027.68	215,228.64		
FEBRUARY	177,296.22	220,465.78	181,885.56	208,602.53	198,361.30		
MARCH	198,532.64	216,358.10	222,481.70	208,607.73	234,152.34		
APRIL	161,234.31	177,071.76	193,656.33	182,540.31	193,569.47		
MAY	158,150.75	148,272.80	150,291.55	179,460.29	192,873.68		
JUNE	180,054.89	184,317.16	228,288.80	200,657.51	257,424.63		
JULY	244,442.58	249,844.82	210,175.01	221,130.97	231,006.12		
AUGUST	145,224.55	155,584.67	161,356.40	186,307.76	198,355.48		
SEPTEMBER	197,591.18	232,141.66	232,886.54	259,238.60	261,541.37		
<b>TOTALS</b>	<b>\$ 2,177,255.93</b>	<b>\$ 2,351,498.90</b>	<b>\$ 2,306,143.70</b>	<b>\$ 2,393,835.48</b>	<b>\$ 2,569,168.07</b>	<b>\$ 227,071.73</b>	

OVERALL PERCENTAGE GROWTH/  
(REDUCTION) FOR OCTOBER TO  
PRESENT:

**17.22%**

FISCAL YEAR END PERCENTAGE  
(POS- OCTOBER TO SEPTEMBER)  
Shown Once A Year on November  
Report.

**0.00%**

## 1/2 % TRANSPORTATION SALES TAX

MONTH	2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$	175,568.24	\$	180,849.11	\$	170,946.23	\$	173,893.15	\$	193,707.83	\$ 227,070.97	17.22%
NOVEMBER		141,448.18		125,504.37		136,840.50		162,999.68		168,755.33		
DECEMBER		182,428.60		283,555.44		203,308.99		200,369.28		224,192.04		
JANUARY		215,283.62		177,532.58		214,002.88		210,027.78		215,228.70		
FEBRUARY		177,296.07		220,465.13		181,885.52		208,602.55		198,361.35		
MARCH		198,532.25		216,358.08		222,481.85		208,607.77		234,152.35		
APRIL		161,234.08		177,071.74		193,656.25		182,540.19		193,569.46		
MAY		158,108.05		148,272.79		150,291.51		179,460.32		192,873.68		
JUNE		180,054.85		184,349.74		228,288.78		200,657.52		257,424.62		
JULY		244,442.69		249,844.78		210,175.04		221,130.96		231,006.14		
AUGUST		145,224.71		155,584.64		161,355.80		186,307.86		198,355.50		
SEPTEMBER		197,591.24		232,142.98		232,886.52		259,238.63		261,541.35		
<b>TOTALS</b>	<b>\$</b>	<b>2,177,212.58</b>	<b>\$</b>	<b>2,351,531.38</b>	<b>\$</b>	<b>2,306,119.87</b>	<b>\$</b>	<b>2,393,835.69</b>	<b>\$</b>	<b>2,569,168.35</b>	<b>\$</b>	<b>227,070.97</b>

COLLECTIONS 2005 TO  
PRESENT:

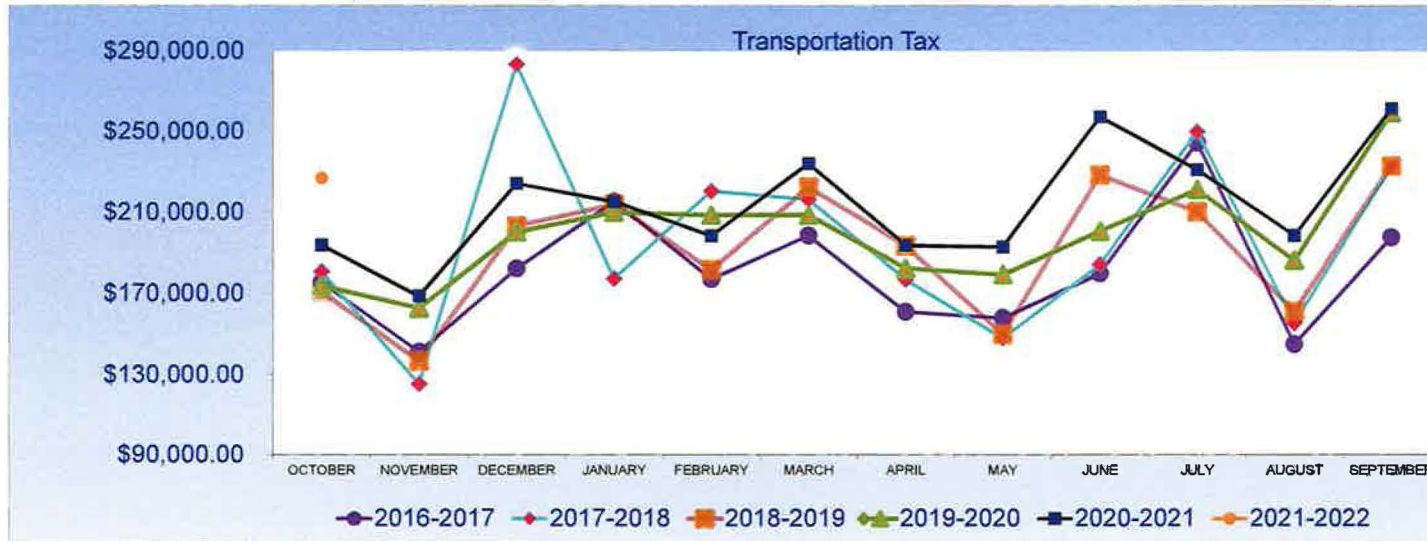
\$29,227,663.50

OVERALL PERCENTAGE  
GROWTH/(REDUCTION) FOR  
OCTOBER TO PRESENT:

17.22%

FISCAL YEAR END PERCENTAGE  
(POS- OCTOBER TO SEPTEMBER)  
Shown Once A Year on November Report.

0.00%

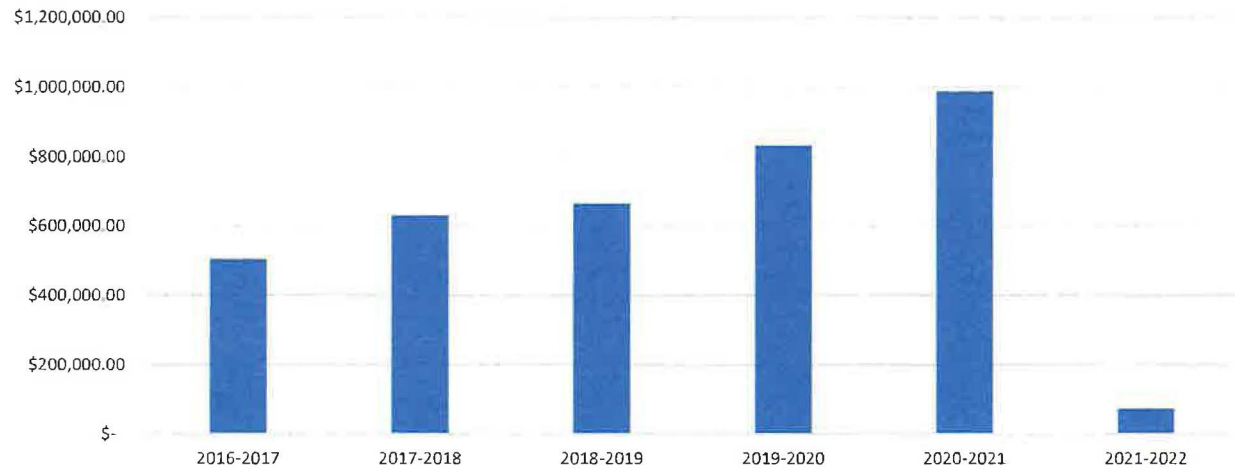


## LOCAL OPTION USE TAX

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 28,227.67	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	3.97%
NOVEMBER	36,285.79	17,632.77	48,613.78	56,442.98	77,752.19		
DECEMBER	35,826.94	48,045.68	49,662.96	53,993.39	65,391.95		
JANUARY	43,418.60	48,211.95	68,775.33	39,958.65	69,783.79		
FEBRUARY	54,384.99	95,271.61	73,271.71	63,549.19	112,976.86		
MARCH	47,389.11	76,542.59	79,877.50	81,178.43	104,092.21		
APRIL	37,427.52	47,032.55	54,168.57	51,201.38	83,105.78		
MAY	38,570.02	49,331.34	45,391.56	117,142.50	70,120.42		
JUNE	41,187.44	51,751.76	51,449.73	94,813.67	73,348.19		
JULY	40,613.94	73,096.59	42,197.49	76,691.07	63,309.11		
AUGUST	36,992.97	54,048.00	53,911.53	82,028.64	89,259.01		
SEPTEMBER	63,977.54	57,105.98	62,998.22	79,946.63	109,517.43		
<b>TOTAL</b>	<b>\$ 504,302.53</b>	<b>\$ 630,152.51</b>	<b>\$ 664,542.96</b>	<b>\$ 832,447.39</b>	<b>\$ 989,207.80</b>	<b>\$ 73,349.35</b>	

COLLECTIONS 1998 TO PRESENT: **\$ 9,878,117.10**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **3.97%**







# Budget Report Group Summary

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>						
Revenue	13,307,445.00	13,527,370.00	844,733.11	15,311,878.77	1,784,508.77	13.19%
Expense	13,306,745.00	14,238,595.00	1,336,463.40	13,405,486.68	833,108.32	5.85%
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>700.00</b>	<b>-711,225.00</b>	<b>-491,730.29</b>	<b>1,906,392.09</b>	<b>2,617,617.09</b>	<b>368.04%</b>
<b>Fund: 003 - LIBRARY FUND</b>						
Revenue	788,120.00	795,520.00	15,096.60	674,805.57	-120,714.43	15.17%
Expense	766,405.00	781,235.00	50,017.59	743,339.52	37,895.48	4.85%
<b>Fund: 003 - LIBRARY FUND Surplus (Deficit):</b>	<b>21,715.00</b>	<b>14,285.00</b>	<b>-34,920.99</b>	<b>-68,533.95</b>	<b>-82,818.95</b>	<b>579.76%</b>
<b>Fund: 004 - VOLUNTEER FIRE FUND</b>						
Revenue	956,980.00	973,615.00	8,345.40	1,044,995.04	71,380.04	7.33%
Expense	955,120.00	1,002,045.00	72,310.92	896,242.39	105,802.61	10.56%
<b>Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):</b>	<b>1,860.00</b>	<b>-28,430.00</b>	<b>-63,965.52</b>	<b>148,752.65</b>	<b>177,182.65</b>	<b>623.22%</b>
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</b>						
Revenue	626,000.00	626,000.00	0.00	661,253.75	35,253.75	5.63%
Expense	1,295,165.00	1,579,705.00	63,089.21	857,953.57	721,751.43	45.69%
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND Surplus (Deficit):</b>	<b>-669,165.00</b>	<b>-953,705.00</b>	<b>-63,089.21</b>	<b>-196,699.82</b>	<b>757,005.18</b>	<b>79.38%</b>
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND</b>						
Revenue	782,000.00	782,000.00	109,517.43	1,006,920.99	224,920.99	28.76%
Expense	770,080.00	847,470.00	23,833.02	241,511.25	605,958.75	71.50%
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):</b>	<b>11,920.00</b>	<b>-65,470.00</b>	<b>85,684.41</b>	<b>765,409.74</b>	<b>830,879.74</b>	<b>1,269.10%</b>
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND</b>						
Revenue	5,492,455.00	5,492,455.00	242,131.46	2,399,806.31	-3,092,648.69	56.31%
Expense	8,329,000.00	8,616,145.00	24,950.00	3,520,872.38	5,095,272.62	59.14%
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):</b>	<b>-2,836,545.00</b>	<b>-3,123,690.00</b>	<b>217,181.46</b>	<b>-1,121,066.07</b>	<b>2,002,623.93</b>	<b>64.11%</b>
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND</b>						
Revenue	4,259,840.00	4,259,840.00	297,314.02	3,058,579.47	-1,201,260.53	28.20%
Expense	5,331,200.00	5,471,200.00	566,207.06	3,309,956.97	2,161,243.03	39.50%
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):</b>	<b>-1,071,360.00</b>	<b>-1,211,360.00</b>	<b>-268,893.04</b>	<b>-251,377.50</b>	<b>959,982.50</b>	<b>79.25%</b>
<b>Fund: 265 - COP FUND</b>						
Revenue	1,776,200.00	1,776,200.00	0.00	1,796,813.40	20,613.40	1.16%
Expense	3,330,600.00	3,330,600.00	0.00	3,224,525.00	106,075.00	3.18%
<b>Fund: 265 - COP FUND Surplus (Deficit):</b>	<b>-1,554,400.00</b>	<b>-1,554,400.00</b>	<b>0.00</b>	<b>-1,427,711.60</b>	<b>126,688.40</b>	<b>8.15%</b>
<b>Fund: 272 - DOWNTOWN TIF RPA-1</b>						
Revenue	258,300.00	258,300.00	199.14	295,177.34	36,877.34	14.28%
Expense	454,000.00	462,000.00	16,245.00	142,800.14	319,199.86	69.09%
<b>Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):</b>	<b>-195,700.00</b>	<b>-203,700.00</b>	<b>-16,045.86</b>	<b>152,377.20</b>	<b>356,077.20</b>	<b>174.80%</b>
<b>Fund: 274 - RHINE RIVER TIF RPA-2</b>						
Revenue	113,700.00	113,700.00	0.78	130,050.69	16,350.69	14.38%
Expense	120,000.00	120,000.00	0.00	136,791.09	-16,791.09	-13.99%
<b>Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):</b>	<b>-6,300.00</b>	<b>-6,300.00</b>	<b>0.78</b>	<b>-6,740.40</b>	<b>-440.40</b>	<b>-6.99%</b>
<b>Fund: 400 - WATER FUND</b>						
Revenue	1,805,210.00	1,805,210.00	189,363.86	2,004,675.20	199,465.20	11.05%
Expense	2,828,600.00	3,050,870.00	127,461.36	1,562,690.09	1,488,179.91	48.78%
<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-1,023,390.00</b>	<b>-1,245,660.00</b>	<b>61,902.50</b>	<b>441,985.11</b>	<b>1,687,645.11</b>	<b>135.48%</b>
<b>Fund: 410 - SEWAGE TREATMENT FUND</b>						
Revenue	3,006,000.00	3,006,000.00	221,094.28	2,680,065.02	-325,934.98	10.84%
Expense	4,473,535.00	4,827,505.00	143,467.20	2,684,714.10	2,142,790.90	44.39%
<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-1,467,535.00</b>	<b>-1,821,505.00</b>	<b>77,627.08</b>	<b>-4,649.08</b>	<b>1,816,855.92</b>	<b>99.74%</b>

13e

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 09/30/2021**

<b>Account Type</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 420 - SOLID WASTE FUND</b>						
Revenue	3,067,600.00	3,067,600.00	251,886.21	2,795,826.63	-271,773.37	8.86%
Expense	3,700,960.00	3,708,810.00	228,281.32	3,155,536.86	553,273.14	14.92%
<b>Fund: 420 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>-633,360.00</b>	<b>-641,210.00</b>	<b>23,604.89</b>	<b>-359,710.23</b>	<b>281,499.77</b>	<b>43.90%</b>
<b>Report Surplus (Deficit):</b>	<b>-9,421,560.00</b>	<b>-11,552,370.00</b>	<b>-472,643.79</b>	<b>-21,571.86</b>	<b>11,530,798.14</b>	<b>99.81%</b>

13e

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	700.00	-711,225.00	-491,730.29	1,906,392.09	2,617,617.09
003 - LIBRARY FUND	21,715.00	14,285.00	-34,920.99	-68,533.95	-82,818.95
004 - VOLUNTEER FIRE FUND	1,860.00	-28,430.00	-63,965.52	148,752.65	177,182.65
010 - VEHICLE & EQUIPMENT REP	-669,165.00	-953,705.00	-63,089.21	-196,699.82	757,005.18
250 - STORMWATER IMPROVEME	11,920.00	-65,470.00	85,684.41	765,409.74	830,879.74
260 - CAPITAL IMPROVEMENT SAI	-2,836,545.00	-3,123,690.00	217,181.46	-1,121,066.07	2,002,623.93
261 - TRANSPORTATION SALES TA	-1,071,360.00	-1,211,360.00	-268,893.04	-251,377.50	959,982.50
265 - COP FUND	-1,554,400.00	-1,554,400.00	0.00	-1,427,711.60	126,688.40
272 - DOWNTOWN TIF RPA-1	-195,700.00	-203,700.00	-16,045.86	152,377.20	356,077.20
274 - RHINE RIVER TIF RPA-2	-6,300.00	-6,300.00	0.78	-6,740.40	-440.40
400 - WATER FUND	-1,023,390.00	-1,245,660.00	61,902.50	441,985.11	1,687,645.11
410 - SEWAGE TREATMENT FUND	-1,467,535.00	-1,821,505.00	77,627.08	-4,649.08	1,816,855.92
420 - SOLID WASTE FUND	-633,360.00	-641,210.00	23,604.89	-359,710.23	281,499.77
<b>Report Surplus (Deficit):</b>	<b>-9,421,560.00</b>	<b>-11,552,370.00</b>	<b>-472,643.79</b>	<b>-21,571.86</b>	<b>11,530,798.14</b>



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

City of Washington Crews will conduct two rounds of leaf pickups for residents this year (2021).

-The first round is scheduled to Start **November 1<sup>st</sup>** and continue until each street has been picked up one time.

-The second round is scheduled to Start **November 29<sup>th</sup>** and continue until each street has been picked up one time.

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

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

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



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

Monday – Closed

Tuesday – 10:00 am – 6:00 pm

Wednesday - 10:00 am – 6:00 pm

Thursday - 10:00 am – 6:00 pm

Friday – 8:00 am – 4:00 pm

Saturday – 8:00 am – 4:00 pm

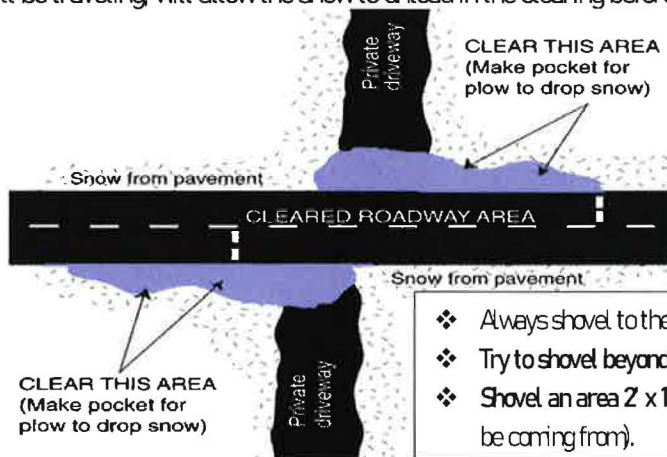


# WINTER STORM TIPS AND SNOW REMOVAL

Each year the City of Washington's challenge is to clear snow from the city streets in minimal time. During heavy snowfall, the main roadways (those that carry the most traffic), are given first priority for salting and plowing, and then crews move on to the secondary streets and cul-de-sacs. The next step is to "widen out" and clear all the streets. Crews do their best to be attentive in regards to driveways and minimize inconveniences to residents. The plow sometimes can fill in areas on previously cleaned driveways and sidewalks. Property owners are responsible for clearing snow and ice from their property "including what has been placed upon such areas as a result of the plows used in the clearing operations.

## ➤ How to keep your driveway clear

Following the diagram below when shoveling your driveway may help to avoid the driveway being closed during snow removal. The snow that is in front of a plow will unload whenever it passes a clear area. Providing a clear area on the side of the driveway where the plow will be traveling, will allow the snow to unload in the clearing before your driveway instead of in your driveway.



- ❖ Always shovel to the right side. Do not shovel into the street.
- ❖ Try to shovel beyond the curb. Clear an area 2' past the end of your driveway.
- ❖ Shovel an area 2' x 15' up the street from your driveway (direction plow truck will be coming from).

## ➤ Avoid Unnecessary Driving During Plowing Operations

Reduce unnecessary driving during snow plowing operations and stay off roadways whenever possible during winter storms. Snow plowing can become difficult with stalled, stuck or parked cars in the street. Traffic congestion slows plows and delays snow & ice removal operations. Do NOT try to pass snowplows on roadways, and do not follow too closely, "Stay Back a Safe Distance".

## ➤ Cars in the Street & Cul-de-Sacs

Cars parked on the street and in the cul-de-sacs, become a major problem during inclement winter weather. As the plow goes around the parked vehicle, it leaves piles of snow on the roadway, so if possible remove vehicles from the streets and cul-de-sacs during snowstorms. NEVER park vehicles in front of your driveway to eliminate snow buildup at your driveway. This can result in your vehicle being blocked in and surrounded by snow from the plows trying to maneuver around your vehicle.

## ➤ Solidwaste Carts/Trash Bags

Place Trash/Recycle Carts & Trash Bags on the edge of your driveway do not place them in the street. This allows Snowplow Drivers to clear snow more quickly & effectively.

## ➤ Start Clearing Snow Early

Fresh snow weighs less than older snow so you should clear snow as soon as it has fallen. As the snow hits the ground, it compacts and becomes wet, making it heavier. It can also turn into ice and become very difficult to remove. Please do not throw snow into the street from your sidewalk & driveway.

## ➤ Do not forget your mail carrier.

Make sure you clear around your mailbox every time it snows.



**DRIVE WITH REASON THIS SNOWY SEASON....**

**LEAVE SOONER, DRIVE SLOWER, LIVE LONGER**