

**COUNCIL WORKSHOP MEETING
MONDAY, JANUARY 3, 2022 – 6:00 p.m.
COUNCIL CHAMBER
405 JEFFERSON STREET
WASHINGTON, MO**

INTRODUCTORY ITEMS:

Roll call/Pledge of Allegiance

ACTION:

1. APPROVAL OF MINUTES:

Approval of the December 6, 2021 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

3. REPORT OF DEPARTMENT HEADS:

A. Administration Department –

- a. Downtown Washington, Inc. Contract
- b. Chamber of Commerce Agreement
- c. Tourism Commission Agreement
- d. Tourism Commission & Chamber of Commerce Agreement

Discuss-Send to Council
Discuss-Send to Council
Discuss-Send to Council
Discuss-Send to Council

B. Building Department –

- a. Manpower & Permitting

Discuss-Send to Council

C. Engineering Department –

- a. DJD Enterprises, LLC Easement Deed

Discuss-Send to Council

D. Fire Department –

- a. Extrication Tool

Discuss-Send to Council

4. EXECUTIVE SESSION:

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

ROLL CALL VOTE

5. ADJOURNMENT:

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
DECEMBER 6, 2021**

The Council Workshop Meeting held on Monday, December 6, 2021 at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present	
Council Members:	Ward I	Steve Sullentrup	Present
		Duane Reed	Present
	Ward II	Mark Wessels	Present
		Mark Hidritch	Present
	Ward III	Jeff Patke	Present
		Greg Skornia	Present
	Ward IV	Gretchen Pettet	Present
		Joe Holtmeier	Present
	Also Present:	City Attorney	Mark Piontek (6:53 p.m.)
		City Administrator	Darren Lamb
		City Clerk	Sherri Klekamp
		Human Resources Manager	Shauna Pfitzinger
	Library Director	Nelson Appell	
	Finance Director	Mary Sprung	
	Building Inspector	Tom Neldon	
	Water/Wastewater Superintendent	Kevin Quaethem	
	Street Superintendent	Tony Bonastia	
	Public Works Director	John Nilges	
	Economic Development Director	Sal Maniaci	
	Parks Director	Wayne Dunker	
	Communications Director	Lisa Moffitt	
	Fire Chief	Tim Frankenberg	
	Police Chief	Ed Menefee	

Approval of Minutes

A motion to approve the minutes from the November 1 Workshop and November 15, 2021 Special Workshop meetings as presented made by Sullentrup, seconded by Patke, passed without dissent.

Presentations

A. Sewer Lateral Infiltration Elimination Program

Public Works Director John Nilges presented to Council the Sewer Lateral Infiltration Elimination Program (SLIEP). The Sewer Lateral Infiltration Elimination Program is designed to aggressively go to the source of stormwater in the City's Sanitary Sewer System. Topics of discussion included: sources of infiltration/inflow, qualifications, funding and SLIEP Checklist/Application. Discussion ensued regarding funding, full lateral and partial fixes, Insurance Rider Policy, and

reimbursement process. A motion to move forward with the SLIEP Program made by Sullentrup, seconded by Patke, passed without dissent.

*Brief discussion regarding telephone poles on Front Street.

B. Health Benefits – Schroepfer Insurance

December 1, 2021

Honorable Mayor and City Council

City of Washington

Washington, Missouri 63090

RE: Employee Insurance Renewal

Dear Mayor and Council Members:

Staff held a meeting with Scott Schroepfer of Schroepfer Insurance where they presented recommendations for our employee insurance renewals. Schroepfer has consistently provided the City with efficient, professional and valuable assistance in being able to offer our employees high-quality healthcare coverage at an affordable price.

It is the recommendation of staff to accept Schroepfer Insurance’s suggestion to keep the medical insurance with Anthem, the dental, vision, basic group life insurance and voluntary supplemental life insurance with Equitable, and to stay with iSolved Benefits for the flexible spending account. With your approval, staff will proceed with the recommendation.

Respectfully submitted,

Shauna Pfitzinger

Human Resources Manager

After a presentation by Scott Schroepfer of Schroepfer Insurance and discussions on employee participation wellness programs and dental insurance, a motion to forward to Council made by Patke, seconded by Sullentrup, passed without dissent.

Report of Department Heads

A. Administration Department -

a. City Hall & Public Works Facility Alterations

November 30, 2021

Honorable Mayor and City Council

Washington, MO

Re: Construction document, bidding, construction maintenance fees for City Hall and Public Works Building Renovations

Honorable Mayor and Council,

One of the projects identified within the Capital Improvement Sales Tax campaign was the renovation of City Hall Finance floor, including a new elevator. In addition, the Public Works building office area has been budgeted for renovations. City staff have been working on a committee to review requests for qualifications and preliminary designs from area firms.

On June 11th, 2021 the City solicited requests for qualifications and received qualification statements from two firms. After reviewing and scoring the submittals, the committee recommended entering into a contract with Horn Architects for design and inspection services.

The Capital Improvement Sales Tax budgeted a total of \$320,000 for the projects and the 2021/22 budget identified completion in 2022 (it should be noted that the elevator replacement is budgeted for \$100,000 and will be bid separately.)

Sincerely,

December 6, 2021

Darren Lamb, AICP
City Administrator

After City Administrator Darren Lamb discussed the project, a motion to forward to Council made by Sullentrup, seconded by Pettet, passed without dissent.

B. Engineering Department –

a. 2021 Front Street Electric Service Conversion Project

November 30, 2021

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

RE: 2021 Front Street Electric Service Conversion Project

Dear Mayor and City Council Members:

On November 30, 2021 the City received the following bids for this project:

Unerstall Construction Company \$130,089.00

Eckelkamp Electric Company \$233,935.00

Engineer's Estimate \$200,000.00

Find in this packet an ordinance for your consideration that would allow the City to enter into a contract with Unerstall Construction Company in the amount of \$130,089.00. The contractor will have a completion date which shall be coordinated with Ameren to prevent or minimize to the greatest extent possible power supply interruption to customers. The project includes electrical work to convert overhead utility service to underground service with cable and meter installation for properties along Front Street between Lafayette and Olive Streets.

Respectfully submitted,

Andrea F. Lueken, P.E.

Assistant City Engineer

After Economic Development Director Sal Maniaci discussed the project, a motion to forward to Council made by Holtmeier, seconded by Sullentrup, passed without dissent.

b. Airport Coronavirus Relief Grant Program

November 22, 2021

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

RE: Washington Regional Airport

Airport Coronavirus Relief Grant Program

Dear Mayor and City Council Members:

Please find the subject grant for the Washington Regional Airport. This grant provides up to \$13,000.00 is operational relief as part the airport's efforts to prevent, prepare for, and respond to the coronavirus.

The funding will be utilized to reimburse the airport's operational and maintenance expenses, as outlined by the grant documents.

Thank you,

Respectfully submitted,

John Nilges, P.E.

Public Works Director

December 6, 2021

After City Administrator Darren Lamb discussed the program, a motion to forward to Council made by Patke, seconded by Pettet, passed without dissent.

c. K of C Pond Agreement & Budget Amendment

November 22, 2021

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

*RE: K of C Pond Agreement for Easement and Maintenance
Stormwater Improvements*

Dear Mayor and City Council Members:

Staff has been working to develop solutions to reduce the risks of flooding of High Street @ Ron Avenue. In 2019, BFA Engineering was hired and completed an analysis and survey that indicated that flooding potential would be reduced if:

- 1. Backflow preventer installed on a stormwater pipe - Completed by the City*
- 2. Construct berm along the east side of High by Ron - Completed by the City*
- 3. Increase storage volume west of the intersection - This proposal*

In working with the Knight of Columbus, the attached agreement was drafted. The agreement would:

- 1. Grant the City a permanent stormwater easement over the improved*
- 2. City would provide a one-time payment of \$47,820.00 to acquire the easement*
- 3. K of C would improve the pond, in accordance, with the BFA plan to achieve 57,000 cubic feet of detention volume*
- 4. K of C will maintain the pond and surrounding property and prevent the growth of algae*
- 5. City will pay the K of C \$2,500.00/year, for 20 years, as a payment towards the maintenance*

This was budgeted in the 2020/2021 budget, and the agreement was unable to be reached in that budget year. It was not rolled over. We are also looking at completing improvements on the detention basin adjacent to NAPA this year. Both basin require a budget amendment of \$75,000.00 in total.

We are requesting that you approve this ordinance and amend the budget to add a line item to improve High Street Detention Basins in the amount of \$75,000.00.

Respectfully submitted,

John Nilges, P.E.

Public Works Director

After City Administrator Darren Lamb discussed the improvements and discussions on flooding potential and the retention pond, a motion to forward to Council made by Sullentrup, seconded by Patke, passed without dissent.

d. Landfill Groundwater Monitoring Services

November 22, 2021

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

*RE: Semi-Annual Groundwater Monitoring Contract for the Washington Sanitary Landfill
November 2021 and May 2022*

Dear Mayor and City Council Members:

December 6, 2021

Find enclosed for your consideration an ordinance that will allow the City to enter into a contract with SCS Engineers for Groundwater Monitoring Services. The contract will provide these services for December 2021 and May 2022.

The proposal is a time and material fee, with a maximum of \$24,000 and is recommended for approval.

Respectfully submitted,

Andrea F. Lueken, P.E.

Assistant City Engineer

After City Administrator Darren Lamb discussed the contract, a motion to forward to Council made by Sullentrup, seconded by Pettet, passed without dissent.

C. Fire Department -

a. Fire Hose Replacement & Budget Amendment

November 30, 2021

Honorable Mayor and City Council

405 Jefferson Street

Washington, MO 63090

RE: Fire Hose Replacement

Dear Honorable Mayor and City Council:

The fire department recognizing the change in fire behavior due to modern furnishings began a project about eight years ago that changed the amount of water flowed during a fire fight. The national research and standards indicated that a flow rate of minimum of 150 gallons per minute was needed inside a burning structure to safely combat the heat release rates. Our water delivery package of hose and nozzle at the time could only produce about 110 to 125 gallons per minute. Over time, all of the nozzles in the department have been changed through the normal budget process.

During the testing of the new nozzles, the fire personnel experienced a phenomena known as nozzle whip. This is when the nozzle is opened the end of the hose would wildly, rapidly and unexpectedly begin to whip from side to side. There were a number of near miss incidents of loose lines or firefighters struck in the face with a nozzle. Further research indicated the hose construction of the existing fire hose was problematic. The rigidity of the hose is not sufficient for the low-pressure nozzles.

As a test, the fire department requested demo hose from a number of vendors and tested out hose construction designed to combat the nozzle whip issue. The department found a number of hoses that were acceptable and purchased "pig tails" to allow a 10' stiffening section at the end of the hose to provide the nozzle firefighter protection from nozzle whip. During a mutual aid training other departments were asked to operate the hose as an unbiased operator for reaction and whipping. All of those that flowed the new hose and nozzle combination found it manageable with results expected when operating a hose line.

The department set forth a multi-year plan to replace all small hose as part of the annual hose replacement schedule. Last year the fire department purchased new hose that would replace half of the hose on two of the five city trucks. During recent training and actual fire events, it was found that the old hose and the new hose have very different pressure needs. This has created a safety issue for personnel and a significant challenge to the pump operators. In an effort to remove human performance issues for firefighter injury, it is prudent to replace all of the small hose wholesale to re-standardize the fleet.

December 6, 2021

Attached you will find an ordinance for the purchase of 108-50' sections of North American D-BAK 800 1.75" fire hose from MacQueen Emergency. The single bid from MacQueen Emergency is due to MacQueen being the only vendor for North American D-Bak 800 hose. This hose was the most cost effective hose that met the needs during the fire department evaluations.

The total cost for the hose replacement is \$22,697. The hose budget for this year is \$5,200. The ordinance includes a budget amendment for \$17,497 from the fire department reserve fund to cover the balance. The hose has a life of 20 to 30 years and will be evaluated in the future as part of a replacement schedule to minimize cost impact.

Due to the risk factors associated with the existing hose and the need to improve fire flows to combat modern fires, it is requested the Council approve the purchase from MacQueen Emergency to replace the small diameter fire hose.

If you have any questions, please let me know.

Yours in service,

Tim Frankenberg, CFPS, CSP

Fire Chief

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

D. Parks Department -

a. Phoenix Park Name Change Request

December 6, 2021

Honorable Mayor and City Council

City of Washington

405 Jefferson St.

Washington, MO 63090

RE: Phoenix Park name change request

Honorable Mayor and City Council:

At the October Parks and Recreation Commission (PRCM) meeting Mr. Joseph Vernaci, of Phoenix Center Development Company, submitted a letter requesting that Phoenix Park be renamed the Richard F. Stratman Park. Mr. Vernaci submitted the request due to the former Mayor's support for a new park on the south side of Highway 100. The Commission tabled the request until the November PRCM meeting.

At the November meeting, the Commission discussed how they rejected the request for naming Phoenix Park after an individual when the park was established. The Commission also discussed that the City has a Hall of Fame Wall for honoring individuals. Prior to voting, members of the Commission asked Mr. Vernaci if an alternate solution would be acceptable, such as naming Phoenix's trail the Richard F. Stratman Trail. Mr. Vernaci stated that anything would be better than what is currently at the park for the former Mayor.

The Commission voted 6-2 against naming Phoenix Park the Richard F. Stratman Park. The Commission's recommendation for the Mayor and City Council is to name the trail at Phoenix Park the Richard F. Stratman Trail with naming signage near the parking lot and the Rabbit Trail entrance.

Respectfully submitted,

Wayne Dunker, CPRP

Director of Parks & Recreation

December 6, 2021

Parks Director Wayne Dunker discussed the request to name the trail at Phoenix Park the Richard F. Stratman Trail with naming signage near the parking lot at the Rabbit Trail entrance. A motion to accept the request made by Holtmeier, seconded by Wessels, passed without dissent.

E. Street Department -

a. 2021 Trailer Sealer

November 23, 2021

RE: Recommendation – Seal Machine for the Street Department

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment needs to be purchased staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it was determined that we need to replace the old Sealer Tank due to maintenance issues, and worn from years of service. The Street Department has budgeted \$19,000 for replacing the Sealing Machine in the 2021-2022 Budget. In lieu of a budget amendment, we will take the additional \$1,000 from the overage left in the budget from the Bobcat Flow Planer, which was \$5,602.92.

Bids from three (3) businesses as shown below with the breakdown of the sealer, along with accessories:

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
SEAL RITE	2021 SR-1000 Trailer Sealer \$18,000 (with Suspension Seat & 41" Brush Box Tongue Mounted) Custom Spray Bar w/7 Tips \$2,000	\$20,000.00
CRAFCO INC.	Super Sealcoater 800 \$17,870 3" Pintle Hitch \$80 Water Tank Assembly \$895 Manual Spray Bar Kit \$1025 Spray Bar Operator Seat \$330 2 – 3/8 Hook w/Safety Latch \$54 Freight \$1750.00	\$22,004.00
SEAL MASTER	TR-1000 Pro Air \$28,094.30 Hand Operated Hose Reel \$637.50 Brush Water Box 40" \$595 Spray Bar Option – Manual \$1,012.50 Lever-Manual Spray Bar \$279.00 Freight TBD	\$30,618.30

After reviewing the bids, I am recommending that the City of Washington go with the lowest bid from Seal Rite and purchase the 2021 SR-1000 Trailer Sealer with additional Spray Bar accessory. As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,

Tony Bonastia

Street Superintendent

Concurrence: Mary Sprung, Finance Manager

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

December 6, 2021

Adjournment

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

December 6, 2021



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Contract with Downtown Washington Inc.

Dear Mayor and Council,

During the 2019/20 budget review, it was determined to gradually increase the contract for services provided by Downtown Washington Inc. from \$20,000 to \$32,000 in the 2020/21 budget and to increase the amount to \$35,000 in the 2021/22 budget. These increases are based upon information provided by Downtown Washington Inc. from other Main Street programs across the State of Missouri.

In the City Council packet there will be an ordinance reflecting said increase. Staff recommends approval.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 21-13232 AND ENACTING IN LIEU THEREOF AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND DOWNTOWN WASHINGTON, INC.

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

SECTION 1: Ordinance No. 21-13232 is hereby repealed.

SECTION 2: The Mayor is hereby authorized and directed to execute a Contract by and between the City of Washington, Missouri and Downtown Washington, Inc., a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Contract 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 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A CONTRACT

This contract made and entered into this 3rd day of January, 2022 by and between the City of Washington, Missouri, a third class city and municipal corporation of the State of Missouri (the "City") and Downtown Washington, Inc., a Missouri not for profit corporation ("Downtown").

Whereas, Downtown was created to assist the City with the City's efforts to encourage economic and community development in the downtown Washington area; and

Whereas, the City is interested in the vitality and viability of the downtown Washington area; and

Whereas, the City and Downtown desire to contract and cooperate with each other for the provision by Downtown of certain services beneficial to the City's interest in the downtown Washington area.

Now, therefore, in consideration of the mutual promises and consideration herein stated the parties hereto agree as follows:

1. Downtown shall provide the following services to the City:
 - a. Provide such assistance as the City, acting through the Mayor, City Council, City Administrator, may request from time to time during the term of this Contract as it relates to applications for grant funding to accomplish the City's objectives in maintaining a vital and viable downtown Washington area;
 - b. Provide marketing and promotional activities for the downtown Washington area; and
 - c. Initiate and develop volunteer design proposals for façade, signage, lighting, landscaping, and the overall aesthetics of the downtown Washington area.
2. This Contract shall remain in full force and effect from and after January 3, 2022 and terminate on January 3, 2023. Thereafter, this Contract shall automatically renew for successive periods of one (1) year each commencing January 4, 2023 unless either party hereto notifies the other party in writing at least sixty (60) days prior to the expiration of the then current term of their intention to terminate this Contract.
3. The City shall pay Downtown the sum of Thirty Five Thousand and 00/100 Dollars (\$35,000.00), payable in advance upon the commencement of this Contract and thereafter on the 1st day of October of each year provided this Contract remains in effect.
4. Downtown shall provide to the City Administrator on or before the 10th day of each month a report, indicating what services it has performed for the City during the prior month under the provisions of this Contract.

5. The City Administrator shall be the City's representative to the Executive Board of Downtown.

6. This contract may not be assigned or transferred by Downtown without the prior written consent of the City, such consent not to be unreasonably withheld.

7. Downtown is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely provides those services specified herein as an independent contractor.

8. To the fullest extent permitted by law, Downtown shall indemnify and hold harmless the City, and the officers, representatives, employees, and agents and each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals and all court costs) arising out of or relating to Downtown's performance of this Contract but only to the extent caused by any negligent act or omission of Downtown, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the services to be provided by Downtown under this contract or anyone for whose acts any of them may be liable.

9. If either party is in default under this Contract for a period of (a) ten days following receipt of this notice from the other party with respect to a default which may be cured solely by the payment of money, or (b) thirty days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Contract.

10. This Contract may not be amended except in writing executed by both parties.

11. Any notices which are required to be given shall be in writing and delivered personally, by a reputable overnight delivery company or sent by certified mail, postage prepaid, to the following addresses:

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

With a copy to: Mark C. Piontek, Esq.
Sandberg, Phoenix & Von Gontard P.C.
1200 Jefferson Street
Washington, Missouri 63090

If to Downtown: Downtown Washington, Inc.
123 Lafayette Street
P.O. Box 144
Washington, Missouri 63090
Attn: President

Any notice given hereunder shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt

thereof is signed, or failure to accept the mailing by the addressee is noted thereon by the postal authorities.

12. If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

13. Should Downtown or the City institute any legal proceedings against the other for breach of any provisions herein contained, the prevailing party in such an action shall in addition be entitled to recover its costs and expenses from the losing party including its reasonable attorney fees.

14. This Contract supersedes and cancels all prior negotiations between the parties.

15. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; they shall all be bound jointly and severally by the terms, covenants and agreements herein.

16. The failure to enforce any particular provision of this Contract on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision.

17. This Contract shall be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

CITY OF WASHINGTON, MISSOURI

DOWNTOWN WASHINGTON, INC.

By: _____
Sandy Lucy, Mayor

By: _____
Name: _____
Title: _____

Seal:

Attest: _____
Sherri Klekamp, City Clerk



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Chamber of Commerce Agreement – Economic Development

Dear Mayor and Council,

On your agenda is a contract renewal for the Economic Development Director position. The Chamber of Commerce has historically participated with the City for the salary of this position. In 2019, the City and Chamber developed an agreement outlining the responsibilities of both agencies for a three-year term expiring in January of 2022.

City staff and Chamber representatives recently met to review the agreement and both parties recommend an additional three-year term with no changes.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON CHAMBER OF COMMERCE A/K/A WASHINGTON AREA CHAMBER OF COMMERCE

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 an Agreement by and between the City of Washington, Missouri and the Washington Chamber of Commerce a/k/a Washington Area Chamber of Commerce, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit I

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR AGREEMENT

This Agreement made and entered into this 3rd day of January, 2022 (the "Effective Date") by and between the **City of Washington, Missouri**, a third class city and municipal corporation of the State of Missouri (hereinafter the "City") and the **Washington Chamber of Commerce, a/k/a Washington Area Chamber of Commerce**, a Missouri benevolent corporation (hereinafter the "Chamber").

WHEREAS, Section 70.220 RSMo. authorizes political subdivisions to contract and cooperate with any private person, firm, association for the planning, development, construction, acquisition or operation of a public improvement or facility, or for a common service provided, that the subject and purposes of any such contract shall be within the scope of the powers of such political subdivision; and

WHEREAS, both the City and the Chamber both have the goal of promoting economic development within the City of Washington, Missouri; and

WHEREAS, the City employs a Community and Economic Development Director ("Director") whose duties include, but are not limited to, promoting economic development within the City of Washington, Missouri; and

WHEREAS, the City and the Chamber have agreed to share in the cost of salary and benefits for the Directors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto do agree as follows:

Article One — Term

The term of this Agreement shall be for a period of three (3) years commencing on the 1st day of February, 2022 and shall terminate on the 31st day of January, 2025.

Article Two — Services to be Provided

1. Chamber. The Chamber shall pay thirty percent (30%) of the base salary of the Director as determined by the City from time to time. The Chamber shall make monthly payments to the City on or before the 1st day of each month following the Effective Date.

2. City. Throughout the term of this Agreement, the City shall, at a minimum of once per year, conduct an evaluation of the Director's job performance. The performance evaluation shall be conducted by a panel consisting of the Mayor, City Administrator, President of the Washington Missouri Redevelopment Corporation, the President of the Chamber, and the Chairman of the Chamber Board of Directors.

Article Three — Reports and Supervision

The City shall submit reports to the Chamber as deemed necessary which describes the work performed by the Director. The report shall include, but not be limited to, such additional information as the Chamber may require.

Notwithstanding the foregoing, at all times during the term of this Agreement the Director shall be subject to the general superintending control of the City Administrator of the City.

Article Four — Termination for Breach

If either party shall fail to keep any of the agreements herein by him to be kept or to make any payments herein provided for, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of thirty (30) days from the receipt of said notice unless the failure of violation is corrected within said thirty (30) day period.

Article Five — Miscellaneous

(1) This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri.

(2) All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed as follows:

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

If to the Chamber:
Washington Chamber of Commerce
do President/CEO
323 W. Main Street
Washington, Missouri 63090

(3) This Agreement may not be modified in whole or in part except by an instrument in writing signed by the parties hereto.

(4) This Agreement shall be binding upon the parties hereto, their heirs, personal and legal representatives, successors and assigns.

In Witness Whereof, the parties hereto have affixed their hand and seal the day and year first above written.

CITY OF WASHINGTON,
MISSOURI

WASHINGTON CHAMBER OF
COMMERCE

By: _____
Sandy Lucy, Mayor

By: _____
President

Seal:

Seal:

Attest: _____
Sherri Klekamp, City Clerk

Attest: _____
Secretary



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Tourism Commission Agreement

Dear Mayor and Council,

On your agenda is a contract renewal with the Washington Tourism Commission. In addition to this agreement, the City consents to the Tourism Commission contracting with the Washington Chamber of Commerce to promote tourism (separate agreement). In 2019, the City, Washington Tourism Commission and the Chamber developed an agreement outlining the responsibilities of all parties for a three-year term expiring in January of 2022.

City staff and Chamber representatives recently met to review the agreements and recommend an additional three-year term with no changes.

Sincerely,

Darren Lamb, AICP
City Administrator

3Ac

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON MISSOURI TOURISM COMMISSION FOR THE PROVISION BY SAID COMMISSION OF CERTAIN ACTIVITIES PROMOTING THE SAID CITY AS A CONVENTION, VISITOR AND TOURIST CENTER

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute and enter into, on behalf of the City of Washington, Missouri, an Agreement between the said City and the Washington, Missouri Tourism Commission for the provision by the said Commission of certain activities promoting the City as a convention, visitor and tourist center. A copy of said Agreement 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 be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A
AGREEMENT

This Agreement made and entered into this 3rd day of January, 2022 by and between the City of Washington, Missouri, a third class city and municipal corporation of the State of Missouri (hereinafter the "City") and the Washington, Missouri Tourism Commission, a Missouri not for profit corporation (hereinafter the Commission').

WHEREAS, Section 67.1000 of the Revised Statutes of Missouri authorizes the City to impose a tax on the charges for sleeping rooms paid by the transient guests of hotels or motels situated in the City (hereinafter the "Tax"); and

WHEREAS, the proceeds of the Tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not for profit organization with whom the City has contracted and which is established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the Tax is not effective unless a proposal to authorize the City to impose the Tax is submitted to the voters of the City at an election; and

WHEREAS a majority of the qualified voters of the City of Washington, Missouri on April 6th, 1999 approved at an election called for that purpose a Tax of up to five percent on each sleeping room occupied and rented by transient guests of hotels and .motels located in the City with the proceeds to be expended for promotion of tourism; and

WHEREAS, the Commission is a Missouri not for profit corporation which has been established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the City desires to contract with the Commission for the provision by the Commission to the City of services to promote the City as a convention, visitor and tourist center and to receive from the City to pay for those services the Tax collected by the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto do agree as follows:

Article One Term

The term of this Agreement shall be for a period of three (3) years commencing on the 1st day of February, 2022 and shall terminate on the 31st day of January, 2025, Thereafter this Agreement shall automatically renew on the same terms and conditions for additional terms of one (1) year each unless written notice of termination is given by either party not less than sixty (60) days prior to the end of the then current term.

Article Two Services to be Provided

The Commission shall provide services necessary to promote the City as a convention, visitor and tourist center which may include, but not be limited to, the following:

- (1) Development and printing of brochures;
- (2) Establishing relationships and attending tourism industry convention order to make contact with bus companies, tour companies and travel agents;
- (3) Working with businesses in the City to create tourism promotions;
- (4) Advertising in such other media as appropriate and necessary to promote the City;
- (5) Maintain an office and provide staffing on such days and at such times as may be necessary to promote tourism and provide brochures of the City and the local area, information regarding the City and other items as necessary to allow visitors to acquire information and enjoy the benefits of the City; and
- (6) Engage in such other activities that promote the City as a Convention, visitor and tourist center as the City shall deem advisable from time to time,

The City shall provide:

- (1) Electric service to the Washington Passenger Depot.
- (2) Water service to the Washington Passenger Depot,
- (3) Sewer service to the Washington Passenger Depot,
- (4) Cleaning and janitorial service for the Washington Passenger Depot,
- (5) Maintenance and repairs to the Washington Passenger Depot,
- (6) Local telephone and Internet service to the west end of the Washington Passenger Depot.
- (7) Similar services at other tourism related locations as designated by the City.

Article Three Subcontractors

The Commission may subcontract such of the services required to be performed by it under Article Two hereof as the Commission may deem necessary and appropriate. Prior to subcontracting for any such services, the Commission shall obtain the written consent of the City which shall not be unreasonably withheld.

Article Four Reports

The Commission shall submit reports to the City not less than biannually which describes the work performed by the City during the previous period. The report shall include, but not be limited to, such additional information as the City may require including a statement of revenues and expenditures for the previous period.

Article Five Payments

The City shall pay the Commission for the services provided by it all of the Tax collected by the City, The payments shall be made by the City not less than quarterly. The City shall not be obligated to make any payment to the Commission until such time as the City has actually collected

the Tax, The City shall also not be obligated to pay the Commission for its services any other funds of the City regardless of the source of those funds unless expressly approved by the City.

Article Six Audit

The Commission shall keep accurate reports and other records showing in full detail the costs for which the Commission has expended the Tax. The City may examine, at any time during regular business hours, such reports and other records at the Commission's office and the Commission agrees that it will produce such records whenever required by the City. Any expense incurred by the Commission to prepare the records for audit will be at the expense of the Commission. The Commission shall include the substance of this Article in all subcontracts to be performed giving the City the right to audit the books and records pertaining to any such subcontract,,

Article Seven Insurance

During the term of this Agreement the Commission shall cause its subcontractors to maintain, insurance providing the following coverages naming the Commission and the City as additional insureds;

- (1) Worker's Compensation as required by law.
- (2) Commercial Comprehensive General Liability with limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence,
- (3) Comprehensive Automobile Liability — including owned, non-owned and hired cars, with a limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence.

Each policy shall provide for a waiver of subrogation and contain a severability of interest provision. The Commission shall cause such subcontractors to carry the insurance as required herein naming the City as an additional insured.

The Commission's subcontractors shall furnish the City with a Certificate of Insurance evidencing that such insurance is in force with companies acceptable to the City and will continue in force during the term of this Agreement. Each Certificate of Insurance shall contain a clause to the effect that the policy shall not be subject to cancellation or reduction of amounts of coverage without thirty (30) days prior written notice to the City. Any attempt by the Commission's subcontractors to cancel or modify such insurance coverage, or any failure by the Commission's subcontractors to maintain such coverage, will be a default hereunder and, upon such default, the City will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity.

Article Eight Indemnification

The Commission shall save and hold the City harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, the services performed by the Commission, or its agents, servants, subcontractors or employees, pursuant to this Agreement including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to the City, its employees agents, subcontractors or frequenters, the Commission, its employees, agents, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workmen's compensation), contractual, tort, or other liability of the City, the Commission, or any other persons, and whether

or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the City, its employees, agents, subcontractors or frequenters, the Commission, its employees, agents, subcontractors or frequenters, or any other person, Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damages loss, claims, demands and actions for trademark, copyright or patent infringement, for unfair competition or infringement of any other so called "intangible" property right, for defamation, false arrest, malicious prosecution of any other infringement of personal or property rights of any kind whatever.

The Commission's subcontractors shall at their own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions,

Article Nine Termination for Breach

If either party shall fail to keep any of the agreements herein by him to be kept or to make any payments herein provided for, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of thirty (30) days from the receipt of said notice unless the failure of violation is corrected within said thirty (30) day period.

Article Ten Miscellaneous

- (1) This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri.
- (2) All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed as follows:

If to the City: City of Washington, Missouri
Attn: Mayor
405 Jefferson Street
Washington, Missouri 63090

If to the Commission: Washington Tourism Commission
c/o City Administrator City of Washington
405 Jefferson Street
Washington, Missouri 63090

- (3) This Agreement shall not be assigned or transferred by the Commission,
- (4) This Agreement may not be modified in whole or in part except by an instrument in writing signed by the parties hereto,
- (5) This Agreement shall be binding upon the parties hereto, their heirs, personal and legal representatives, successors and assigns.

In Witness Whereof, the parties hereto have affixed their hand and seal the day and year first above written.

CITY OF WASHINGTON,
MISSOURI

WASHINGTON MISSOURI
TOURISM COMMISSION

By: _____
Sandy Lucy, Mayor

By: _____
President

Seal:

Seal:

Attest: _____
Sherri Klekamp, City Clerk

Attest: _____
Secretary



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Tourism Commission Agreement

Dear Mayor and Council,

On your agenda is a contract renewal with the Washington Tourism Commission. In addition to this agreement, the City consents to the Tourism Commission contracting with the Washington Chamber of Commerce to promote tourism (separate agreement). In 2019, the City, Washington Tourism Commission and the Chamber developed an agreement outlining the responsibilities of all parties for a three-year term expiring in January of 2022.

City staff and Chamber representatives recently met to review the agreements and recommend an additional three-year term with no changes.

Sincerely,

A handwritten signature in blue ink that reads "Darren Lamb".

Darren Lamb, AICP
City Administrator

3Ad

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE CONSENTING TO THE WASHINGTON MISSOURI TOURISM COMMISSION SUBCONTRACTING WITH THE WASHINGTON AREA CHAMBER OF COMMERCE FOR THE PROVISION BY THE CHAMBER OF COMMERCE OF CERTAIN ACTIVITIES PROMOTING THE SAID CITY AS A CONVENTION, VISITOR AND TOURIST CENTER

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

SECTION 1: The City of Washington, Missouri hereby grants its written consent to the Washington, Missouri Tourism Commission subcontracting with the Washington Area Chamber of Commerce for the provision by the Chamber of Commerce of certain activities promoting the City of Washington, Missouri as a convention, visitor and tourist center. A copy of the subcontract between the Washington Missouri Tourism Commission and the Washington Area Chamber of Commerce 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 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

3Ad

Exhibit A

AGREEMENT

This Agreement made and entered into this 3rd day of January, 2022 by and between the Washington Area Chamber of Commerce, a Missouri not for profit corporation (hereinafter the "Chamber") and the Washington, Missouri Tourism Commission, a Missouri not for profit corporation (hereinafter the Commission').

WHEREAS, Section 67.1000 of the Revised Statutes of Missouri authorizes the City of Washington, Missouri (hereinafter the "City") to impose a tax on the charges for .all sleeping rooms paid by the transient guests of hotels or motels situated in the City (hereinafter the "Tax'); and

WHEREAS, the proceeds of the Tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not for profit organization with whom the City has contracted and which is established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the Tax is not effective unless a proposal to authorize the City to impose the Tax is submitted to the voters of the City at an election; and

WHEREAS a majority of the qualified voters of the City of Washington, Missouri on April 6th, 1999 approved at an election called for that purpose a Tax of up to five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City with the proceeds to be expended for promotion of tourism; and

WHEREAS, the Commission is a Missouri not for profit corporation which has been established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the City has contracted with the Commission for the provision by the Commission to the City of services to promote the City as a convention, visitor and tourist center and to receive from the City to pay for those services the Tax collected by the City; and

WHEREAS, the Commission desires to subcontract with the Chamber for the provision by the Chamber to the Commission of services to promote the City as a convention, visitor and tourist center,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto do agree as follows:

Article One Term

The term of this Agreement shall be for a period of three (3) years commencing on the 1st day of February, 2022 and shall terminate on the 31st day of January, 2025. Thereafter this Agreement shall automatically renew on the same terms and conditions for additional terms of one (1) year each unless written notice of termination is given by either party not less than sixty (60) days prior to the end of the then current term. Notwithstanding anything contained here to the contrary, in the event the Commission's contract with the City to provide services to promote the City as a convention, visitor and tourist center terminates for any reason then this Agreement shall also terminate on the same date as the Commission's contract with the City.

Article Two Services to be Provided

The Chamber shall provide services necessary to promote the City as a convention, visitor and tourist center which may include, but not be limited to, the following:

- (1) Development and printing of brochures;
- (2) Establishing relationships and attending tourism industry convention in order to make contact with bus companies, tour companies and travel agents;

- (3) Working with businesses in the City to create tourism promotions;
- (4) Advertising in such other media as appropriate and necessary to promote the City;
- (5) Maintain an office and provide staffing at the Chamber on such days and at such times as may be necessary to promote tourism and provide brochures of the City and the local area, information regarding the City and other items as necessary to allow visitors to acquire information and enjoy the benefits of the City; and
- (6) Engage in such other activities that promote the City as a convention, visitor and tourist center as the Chamber shall deem advisable from time to time,

The Commission shall provide:

- (1) Electric service to the Washington Passenger Depot,
- (2) Water service to the Washington Passenger Depot,
- (3) Sewer service to the Washington Passenger Depot,
- (4) Cleaning and janitorial service for the Washington Passenger Depot,
- (5) Maintenance and repairs to the Washington Passenger Depot,
- (6) Local telephone and internet service to the west end of the Washington Passenger Depot.

Article Three Subcontractors

The Chamber may subcontract such of the services required to be performed by it under Article Two hereof as the Chamber may deem necessary and appropriate.

Article Four Reports

The Chamber shall submit reports to the Commission not less than biannually which describes the work performed by the Chamber during the previous period. The report shall also include a statement of revenues and expenditures for the previous period.

Article Five Payments

The Commission shall pay the Chamber for the services provided by it not less than ninety seven and one-half percent (97,5%) of the Tax collected by the City, The payments shall be made by the Commission not less than quarterly. The Commission shall not be obligated to make any payment to the Chamber until such time as the Commission has actually collected the Tax, The Commission shall also not be obligated to pay the Chamber for its services any other funds of the Commission regardless of the source of those funds unless expressly approved by the Commission and the Chamber.

Article Six Audit

The Chamber shall keep accurate reports and other records showing in full detail the costs for which the Chamber has expended the Tax. The Commission and the City may examine, at any time during regular business hours, such reports and other records pertaining to the Tax revenues and expenditures at the Chamber's office and the Chamber agrees that it will produce such records whenever required by the Commission or the City. Any expense incurred by the Chamber to prepare the records for audit will be at the expense of the Chamber. The Chamber shall include the substance of this Article in all subcontracts to be performed giving the Commission and the City the right to audit the books and records pertaining to any such subcontract.

Article Seven Insurance

During the term of this Agreement the Chamber shall maintain, and shall cause its subcontractors to maintain, insurance providing the following coverages naming the Commission and the City as additional insureds:

- (I) Worker's Compensation as required by law.

(2) Commercial Comprehensive General Liability with limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence,

(3) Comprehensive Automobile Liability — including owned, non-owned and hired cars, with a limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence.

Each policy shall provide for a waiver of subrogation and contain a severability of interest provision, If the Chamber subcontracts any of the work to be perforated by it as set forth herein the Chamber shall cause such subcontractors to carry the insurance as required herein naming the Commission and the City as additional insureds.

The Chamber and its subcontractors shall furnish the Commission with a Certificate of Insurance evidencing that such insurance is in force with companies acceptable to the Commission and will continue in force during the term of this Agreement. Each Certificate of Insurance shall contain a clause to the effect that the policy shall not be subject to cancellation or reduction of amounts of coverage without thirty (30) days prior written notice to the Commission. Any attempt by the Chamber or its subcontractors to cancel or modify such insurance coverage, or any failure by the Chamber or its subcontractors to maintain such coverage, will be a default hereunder and, upon such default, the Commission will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity.

Article Eight Indemnification

The Chamber shall save and hold the Commission and the City harmless front and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out

of or are connected with, or are claimed to arise out of or be connected with, the services performed by the Chamber, or Its agents, servants, subcontractors or employees, pursuant to this Agreement including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to the Chamber, its employees agents, subcontractors or frequenters, the Commission and the City, their employees, agents, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workmen's compensation), contractual, tort, or other liability of the Chamber, the Commission, the City or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Commissions its employees, agents, subcontractors or frequenters, the City, its employees, agents, subcontractors or frequenters, or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damages loss, claims, demands and actions for trademark, copyright or patent infringement, for unfair competition or infringement of any other so called "intangible" property right, for defamation, false arrest, malicious prosecution of any other infringement of personal or property rights of any kind whatever.

The Chamber shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions,

Article Nine Termination for Breach

If either patty shall fail to keep any of the agreements herein by him to be kept or to make any payments herein provided for, the other patty may, by giving the party in default written notice,

cancel and terminate this agreement as and from the expiration of thirty (30) days from the receipt of said notice unless the failure of violation is corrected within said thirty (30) day period.

Article Ten Miscellaneous

(1) This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri,

(2) All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed as follows:

If to the Chamber: Washington Area Chamber of Commerce
Attn: Executive Vice President
323 W. Main Street
Washington, Missouri 63090

if to the Commission: Washington Tourism Commission
c/o City Administrator City of Washington
405 Jefferson Street
Washington, Missouri 63090

(3) This Agreement shall not be assigned or transferred by the Chamber,

(4) This Agreement may not be modified in whole or in part except by an instrument in writing signed by the parties hereto,

(5) This Agreement shall be binding upon the parties hereto, their heirs, personal and legal representatives, successors and assigns,

In Witness Whereof, the parties hereto have affixed their hand and seal the day and year first above written,

WASHINGTON AREA
CHAMBER OF COMMERCE

WASHINGTON MISSOURI
TOURISM COMMISSION

By: _____
President

By: _____
President

Seal:

Seal:

Attest: _____
Secretary

Attest: _____
Secretary



December 28, 2021

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

RE: Fourth and Fair Street Overlay Project
Easement Ordinance and Deed at 111 West Fourth Street

Dear Mayor and City Council Members:

Find attached for your review and approval a temporary construction easement (TCE) ordinance for 111 West Fourth Street. The project is expanding in scope to include additional driveway work at this location and a TCE is required and is being donated by the property owner.

The project's sidewalk construction will require improved grade transitions beyond the original scope of work. Additionally the property owner voiced concern about the existing parking lot and how it may be affected. It was determined that now is the time to make modifications. The City proposes to enter into a 50/50 cost share with the property owner to include additional driveway work to address their concerns as well. The property owner will be responsible for \$1,984.00 (half of 426.7 sf @ \$9.30/sf), payable to the City once the work is complete. Please see attached signed agreement with property owner.

Please refer to the map attachment which indicates the location of this property and TCE.

Respectfully submitted,


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



December 27, 2021

DJD Enterprises LLC
111 West Fourth Street
Washington, MO 63090

RE: Fourth and Fair Street Overlay Project, Entrance Improvements

Dear Mr. Van Booven:

As discussed onsite, the City wants to ensure satisfaction with the work being done on the current subject project. We also need to ensure ADA compliance. You voiced concern about your existing parking lot and how it may/may not be affected, and we agree that now is the time to make any modifications / improvements.

The City measured the existing concrete slabs on your parking lot and they are 6" thick. We propose to have our contractor remove and replace full slabs to improve grade transitions. This will result in a change order on the City's current contract. Obviously, we see mutual benefit, and we propose a 50/50 split on the cost for your driveway along Fourth Street. We anticipate that cost to total \$3,968.00 (426.7 sf @ \$9.30 sf). You would be responsible for \$1,984.00, payable to the City once the work is complete.

Please review, and sign below if this is acceptable.

Sincerely,

John Nilges, P.E.
Public Works Director

I agree to the herein described proposal.

By: Brian Van Booven
Brian J. Van Booven, DJD Enterprises, LLC

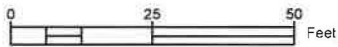
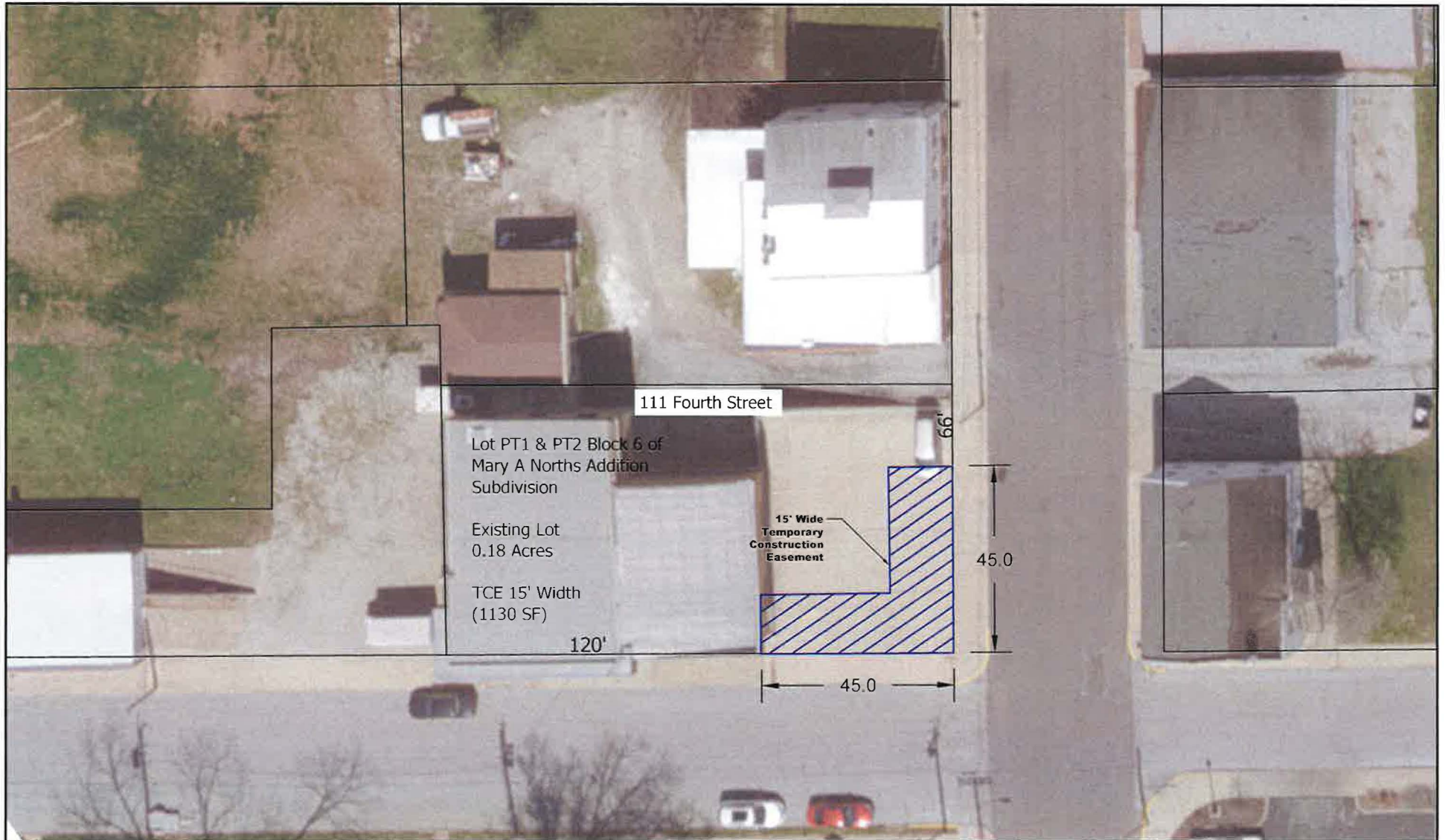
Date: 12-28-21

I do not agree with the herein described proposal.

By: _____
Brian J. Van Booven, DJD Enterprises, LLC

Date: _____

3ca



111 Fourth Street Right-of-Way Exhibit



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
DJD ENTERPRISES, LLC

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 an Easement Deed by and between the City of Washington, Missouri and DJD Enterprises, LLC a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between DJD Enterprises, LLC, whose address is 6692 State Road YY, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**, **A Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of Fair Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the temporary construction easement.

The **Grantors** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantors** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to

said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** has executed these presents the day and year first above written.

GRANTOR

By:

DJD Enterprises, LLC
Brian J. Van Booven

GRANTEE

Sandy Lucy, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2022, before me personally appeared Brian J. Van Booven, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2022, before me personally appeared Sandy Lucy, who being by me duly sworn did say that she is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Sandy Lucy acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

EXHIBIT A

City of Washington, Fourth Street driveway
December 2021

Description: Address 111 West Fourth Street
Temporary Construction Easement

A tract of land being Designer Threads Part of Lots 1 and 2 of Block 6 of Mary A Norths Addition to the City of Washington at 111 West Fourth Street, according to document number 1211489 in the Office of the Franklin County Recorder of Deeds, being part of the Northeast Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri to wit:

A strip of land 15 feet in width beginning 45.0 feet west of the southeast property corner along the north line of Fourth Street thence eastwardly along the north line Fourth Street 45.0 feet, thence northwardly along the west line of Lafayette Street 45.0 feet to its termination containing 1,130.0 square feet. Subject to any and all easement, restrictions, conditions, etc. of record.



City of Washington Fire Department
200 E. Fourteenth Street, Washington, MO 63090
www.washmofire.org

Phone 636-390-1020 www.washmo.gov

Professional Volunteer Service Since 1852



December 28, 2021

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

RE: Extrication Tool

Dear Honorable Mayor and City Council:

Attached you will find an ordinance to move forward with the purchase of a battery operated extrication tool. This is an expense item in the 2021/22 annual budget.

Bids were received from Sentinel Emergency Solutions from St. Louis County and Alex Air Apparatus from Alexandria, Minnesota. The bids were the same for both bidders. Alex Air Apparatus has a sales representative located in Jefferson City, MO that has provided stellar service for the Hurst vehicle extrication equipment for quite some time. Alex Air Apparatus is recommended as the vendor based on the relationship as the extrication tool service provider.

The bid for a Hurst hydraulic combination spreader/cutter extrication tool including two batteries and charger for \$11,760.00. This is the department's third such tool added to the fleet to expand the rescue capabilities.

This is a budgeted item in the fire department capital budget. It is below the \$12,000 that was budgeted for this item. The Hurst tool will match the other two we currently own and operate in our fleet.

If you have any questions, please let me know.

Respectfully,

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

Tim Frankenberg, CFPS, CSP
Fire Chief

3Da

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

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

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

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with Alex Air Apparatus in an amount totaling Eleven Thousand Seven Hundred and Sixty Dollars (\$11,760.00) for the purchase of a Hurst Hydraulic Combi Extrication Tool with 2 Batteries and 1 Charger. A copy of said bid is marked as Exhibit A and is attached hereto and incorporated herein by reference.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

