

**COUNCIL WORKSHOP MEETING
MONDAY, DECEMBER 6, 2021 – 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 November 1 & 15, 2021 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

A. Sewer Lateral Infiltration Elimination Program

Discussion

B. Health Benefits – Schroepfer Insurance

Discuss-Send to Council

3. REPORT OF DEPARTMENT HEADS:

A. Administration Department –

a. City Hall & Public Works Facility Alterations

Discuss-Send to Council

B. Engineering Department –

a. 2021 Front Street Electric Service Conversion Project

Discuss-Send to Council

b. Airport Coronavirus Relief Grant Program

Discuss-Send to Council

c. K of C Pond Agreement & Budget Amendment

Discuss-Send to Council

d. Landfill Groundwater Monitoring Services

Discuss-Send to Council

C. Fire Department –

a. Fire Hose Replacement & Budget Amendment

Discuss-Send to Council

D. Parks Department –

a. Phoenix Park Name Change Request

Discussion

E. Street Department –

a. 2021 Trailer Sealer

Discuss-Send to Council

4. EXECUTIVE SESSION:

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

ROLL CALL VOTE

5. ADJOURNMENT:

POSTED ON CITY HALL NOTICE BOARD BY SHERRI KLEKAMP, CITY CLERK, DECEMBER 2, 2021
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov.

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

The Council Workshop Meeting held on Monday, November 1, 2021 at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present
Council Members:	Ward I	Steve Sullentrup Present
		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 (6:54 p.m.)
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Library Director	Nelson Appell
	Finance Director	Mary Sprung
	Water/Wastewater Superintendent	Kevin Quaethem
	Street Superintendent	Tony Bonastia
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Emergency Management Director	Mark Skornia
	Communications Director	Lisa Moffitt
	Fire Chief	Tim Frankenberg
	Police Chief	Ed Menefee

Approval of Minutes

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

Presentations

A. Washington Chamber of Commerce RV Park

President/CEO Jennifer Giesike and Director of Tourism Emily Underdown from the Washington Area Chamber of Commerce presented to Council the proposed RV Park at the corner of International Avenue and East Ninth Street. Topics of discussion included: the reason for an RV Park, FAQ's and general rules. Discussion ensued regarding having a host/attendant on site, camping fee, on-site restroom/shower facilities, emergency vehicles getting through and parking, dumpster and dump station locations, RV Parks across the street from residential areas and any

November 1, 2021

adverse effects, ADA accessible sites, sanitary sewer line, what the City's responsibility would be and electric. An additional discussion will be held at the December Council Workshop Meeting on Monday, December 6.

Report of Department Heads

A. Administration Department -

a. Section 600.020 Code Amendment

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

After City Clerk Sherri Klekamp discussed the code amendment, a motion to forward to Council made by Holtmeier, seconded by Patke passed without dissent.

B. Communications Department –

a. Repair & Maintenance of Existing Console Furniture

October 22, 2021

Mayor Sandy Lucy

City Council Members

405 Jefferson Street

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 moved into the Public Safety Building. Consoles purchased were from Watson Dispatch Consoles, therefore, the necessary

November 1, 2021

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

After Communications Director Lisa Moffitt discussed the repair and maintenance of the four existing consoles, a motion to forward to Council made by Holtmeier, seconded by Pettet, passed without dissent.

C. Emergency Management Department –

a. City Hall Emergency Generator Replacement

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 60 kW 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 power 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 \$80,790 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,

Mark Skornia

Emergency Management Director

After Emergency Management Director Mark Skornia discussed the generator replacement and budget amendment, a motion to forward to Council made by Holtmeier, seconded by Hidritch, passed without dissent.

b. Fire Station Headquarters Emergency Generator Replacement

October 18, 2021

November 1, 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.

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Respectfully submitted,

Mark Skornia

Emergency Management Director

After Emergency Management Director Mark Skornia discussed the generator replacement and budget amendment, a motion to forward to Council made by Hidritch, seconded by Skornia, passed without dissent.

D. Engineering Department –

a. Tier 2 NMOC Testing & Reporting Washington Sanitary Landfill

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

November 1, 2021

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 25Mg/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,
Andrea F. Lueken, P.E.
Assistant City Engineer

After Public Works Director John Nilges discussed the Tier 2 NMOC Testing and Reporting for the Landfill, a motion to forward to Council made by Holtmeier, seconded by Pettet, passed without dissent.

E. Finance Department –

a. 2021-2022 Budget Amendment

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.

After Finance Director Mary Sprung discussed the budget amendment, a motion to forward to Council made by Patke, seconded by Pettet, passed without dissent.

b. Copier Replacement

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

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.

November 1, 2021

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.

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

F. Parks Department –

a. Repair & Maintenance of Existing Console Furniture

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, CPRP

Director of Parks & Recreation

After Parks Director Wayne Dunker discussed the new electrical services, a motion to forward to Council made by Patke, seconded by Pettet, passed without dissent.

G. Street Department –

a. Bulk Rock Salt

October 19, 2021

November 1, 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.

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

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

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

H. Water/Wastewater Department –

a. Complete Rebuild of Westlink Lift Station

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

Public Works Superintendent

After Public Works Superintendent Kevin Quaethem discussed the lift station replacement, a motion to forward to Council made by Hidritch, seconded by Pettet, passed without dissent.

November 1, 2021

b. Upgraded Sewer Line Inspection Equipment

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

Public Works Superintendent

After Public Works Superintendent Kevin Quaethem discussed the purchase, a motion to forward to Council made by Patke, seconded by Holtmeier, passed without dissent.

c. 2021 Kubota SVL97-2HFC Skid Loader

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

Public Works Superintendent

After Public Works Superintendent Kevin Quaethem discussed the purchase, a motion to forward to Council made by Holtmeier, seconded by Pettet, passed without dissent.

d. 2021 M6-141DTC-F 4WD Farm Tractor

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,

November 1, 2021

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

Public Works Superintendent

After Public Works Superintendent Kevin Quaethem discussed the purchase, a motion to forward to Council made by Patke, seconded by Pettet, passed without dissent.

e. John Deere 244L-Four Wheel Drive Loader

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

Public Works Superintendent

After Public Works Superintendent Kevin Quaethem discussed the purchase, a motion to forward to Council made by Holtmeier, seconded by Pettet, passed without dissent.

Adjournment

With no further business to discuss, a motion to adjourn made at 7:10 p.m. by Patke, seconded by Holtmeier passed without dissent.

November 1, 2021

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
SPECIAL COUNCIL WORKSHOP MEETING
NOVEMBER 15, 2021**

The Special Council Workshop Meeting was held on Monday, November 15, 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
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Generalist	Shauna Pfitzinger
	Library Director	Nelson Appell
	Finance Director	Mary Sprung
	Water/Wastewater Superintendent	Kevin Quaethem
	Street Superintendent	Tony Bonastia
	Public Works Director	John Nilges
	Emergency Management Director	Mark Skornia
	Communications Director	Lisa Moffitt
	Fire Chief	Tim Frankenberg
Police Chief	Ed Menefee	

Presentations

A. Employee Handbook

Christi Coleman from Sandberg and Phoenix presented to Council the proposed changes to the new Employee Handbook. Highlights of the proposed changes included the following: additional time off for new hires, specifically 24 hours of vacation after 90 days; unused compensatory time to be paid out at the end of the fiscal year; personal appearance to include more flexibility for tattoos and piercings; inclusion of the new federal holiday – Juneteenth; bereavement time off for immediate family; two personal leave days to replace previous bonus days that were earned by not using sick time and incremental vacation time for employees after sixth year of employment up to the fifteenth year. Discussions ensued regarding tattoo, comp time and drug and alcohol policies. Staff will present an ordinance at a meeting in December for Council approval with a January 1, 2022 effective date.

November 15, 2021

Adjournment

With no further business to discuss, a motion to adjourn made at 6:44 p.m. by Sullentrup, seconded by Pettet passed without dissent.

November 15, 2021



CITY OF WASHINGTON, MISSOURI

Sewer Lateral Infiltration Elimination
Program (SLIEP)

WHAT IS SLIEP?

THE CITY OF WASHINGTON'S SEWER LATERAL INFILTRATION ELIMINATION PROGRAM IS DESIGNED TO AGGRESSIVE GO TO THE SOURCE OF STORMWATER IN OUR SANITARY SEWER SYSTEM.

1. STORMWATER IN SANITARY SEWER SYSTEM COSTS MONEY TO TREAT.
2. THE PIPES AREN'T BIG ENOUGH TO HANDLE RAIN AND SANITARY SEWAGE.
3. ENCOURAGE HOMEOWNERS TO REPLACE / REHABILITATE THEIR ENTIRE SEWER LATERAL

LET'S ATTACK THE PROBLEM AT THE SOURCE



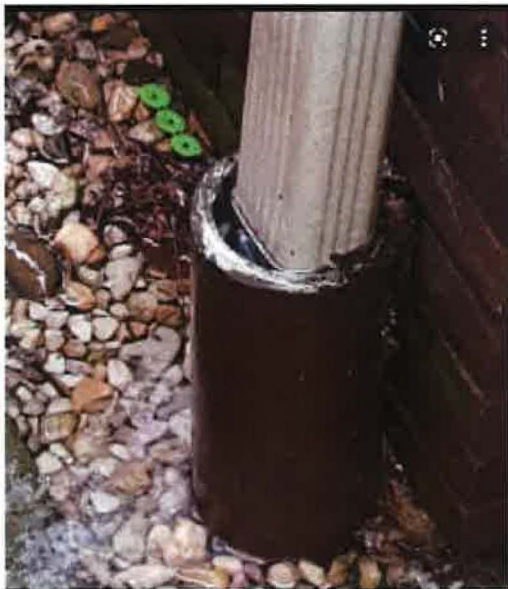


Figure 1: Typical Sources of I/I in Sanitary Sewer Systems
(Image from WEF, 2017)



SOURCES OF INFILTRATION / INFLOW

ROOF DOWNSPOUT



SUMP PUMP



QUALIFICATIONS

1. APPLICANT – PROPERTY OWNER
2. MUST BE EXPERIENCING A FAILURE (ROOTS, COLLAPSE, ETC.)
3. COMPLETE AN INFLOW INSPECTION BY CITY. IF INFLOW IS FOUND, THE HOMEOWNER SHALL DISCONNECT.
4. LICENSED PLUMBER MUST PROVIDE:
 1. EXPLANATION OF PROBLEM
 2. ESTIMATE OF WORK
 3. PRE-PROJECT CAMERA INSPECTION
5. MUST REPLACE / REHABILITATE THE ENTIRE PIPE FROM THE HOME TO THE CONNECTION
6. APPLY FOR A RECEIVE ALL OTHER PERMITS
7. RESIDENTIAL CUSTOMER ONLY



FUNDING / BENEFIT

1. FUNDED ANNUAL BY THE STORMWATER FUND
2. REIMBURSEMENT UP TO \$4,000 OF COST TO REPAIR
3. REIMBURSEMENT IS MADE AFTER THE REPAIR IS MADE.



SLIEP CHECKLIST / APPLICATION

HOMEOWNER / APPLICANT NAME: _____

ADDRESS: _____

SEWER CAMERA INSPECTION

CITY LICENSED PLUMBER: _____

CAMERA INSPECTION: Provide copy of inspection to the City
ESTIMATE OF WORK: Provide written estimate to the City
DESCRIPTION OF ISSUE: Provide written description from City Licensed Plumber

STORMWATER INFLOW INSPECTION – CALL CITY TO SCHEDULE

DATE OF DISCONNECT: _____

METHOD OF DISCONNECT: SPLASH PAD FRENCH DRAIN
PIPE TO CURB RAIN BARREL
OTHER: _____

DATE OF INSPECTION: _____

CITY INSPECTOR: _____

OTHER CITY PERMITS

STREET EXCAVATION PERMIT ISSUANCE DATE: _____

SEWER LATER PERMIT ISSUANCE DATE: _____

COMPLETION OF WORK

COMPLETION DATE OF WORK: _____

CITY INSPECTOR: _____

METHOD OF REPLACEMENT: CIPP OR REMOVE/REPLACE

APPROVED BY _____





THANK YOU!

SEWER LATERAL INFILTRATION ELIMINATION PROGRAM (SLIEP)
ONE STEP CLOSER TO GETTING MORE "SLIEP" AT NIGHT.





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



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,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FOR
STANDARD ARCHITECTURAL/ENGINEERING SERVICES
FOR INTERIOR ALTERATIONS WITH HORN ARCHITECTS
FOR CITY HALL AND THE PUBLIC WORKS FACILITY

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 Horn Architects for Standard Architectural/Engineering Services for Interior Alterations for City Hall and the Public Works Facility. A copy of said proposal is attached hereto and marked as Exhibit A.

SECTION 2: Vendor shall meet all specifications as indicated in specifications.

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

5. The Architect/Engineer will prepare the Floor and Ceiling Plans indicating the scope of the proposed work.
6. The Architect will prepare any detailed drawings required for the above mentioned work
7. Design and Detailing of Casework
8. Door and Finish Schedules as required
9. Interior Elevations as required
10. Modifications to Electrical systems (receptacles)
11. Color Selection assistance for interior finishes
12. The Architect will prepare technical specifications for the above mentioned work
13. The Architect will coordinate specifications with the Owner supplied Bidding Requirements and Contract
14. Followup meeting(s) with the Owner to review the Construction drawings.
 - a) Any additional meetings or revisions beyond those listed above will be billed as an additional hourly service.
15. Deliverables include:
 - a) PDF files of the Architect's Construction Documents

B. PART 2 - Bidding and Construction Administration Services:

1. Bidding:
 - a) Plan disbursement
 - b) Answer questions from bidders
 - c) Review bid results with Owner;
2. Construction Administration:
 - a) Site observations / meetings with Owner and Contractor
 - b) Correspondence with Contractor as required.
 - c) Shop Drawing review
 - d) Pay application Review
 - e) Final Punchlist

■ OWNER'S RESPONSIBILITIES

- A. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements.
- B. The Owner shall employ a Contractor to perform the construction work and provide all cost information.
- C. The Owner shall provide the Bidding requirements, General Conditions of the Contract, contract, etc.
- D. Any printing shall be a reimbursable expense
- E. Other: _____

■ COMPENSATION

A. ARCHITECTURAL/ENGINEERING FEES:

1. PART 1 - Construction Document Fee:

- a. Horn Architects will charge the following lump sum fee for the Construction Document Phase ... \$11,500.

2. PART 2 - Bidding & Construction Administration Fee:

- a. Horn Architects will charge hourly rates fee for Bidding and Construction Administration Services with an estimated fee of \$4,500.

B. ADDITIONAL HOURLY SERVICES will be performed at Owner's request and will be billed at the rate of \$100 per hour.

1. These services could include other Architectural Services not covered by this Agreement including revisions due to changes in the scope, quality or budget of the project following completion of the Construction Documents Phase, and any bidding and/or construction administration services. The Architect shall be paid an additional fee for these services based on the hourly rate when the services are performed.

C. **INVOICING & PAYMENTS –**

1. An Initial Payment of \$0.00 shall be made upon execution of this Proposal and credited towards the total fee at the end of the project.
2. Invoices will be sent to the Owner each month for all services performed on the project to date and for any unpaid charges from prior months. Payments for the services rendered will be due within 15 calendar days following receipt of the invoice. Final Drawings will be available for bidding and permits upon payment of all fees due through the Construction Documents Phase.
3. Balances unpaid after 30 days from invoice date will accrue interest at 1½% per month late charge. Design services will be suspended when an account is 45 days past due. Services will resume when all past due invoices have been paid in full.

D. **COLLECTION OF FEES –** The cost of collecting overdue, unpaid bills, including attorney's fees, collection agency fees, Architect's time to collect, court costs, and other related expenses will be paid by the Owner.

E. **REIMBURSABLE EXPENSES –** Identifiable reimbursable expenses incurred by Horn Architects, such as printing expenses for drawings and specifications, vellums, copywork, film and developing, postage, or special mailings will be billed at cost plus 10% for handling. Significant purchases or procurements are cleared with the Owner before commitment is made. No charge will be added for travel mileage.

■ **CONDITIONS OF THE CONTRACT**

A. **USE OF DOCUMENTS**

1. Drawings, Specifications, or other documents prepared by the Architect for the project are instruments of the Architects services and are for the Owner's use solely with respect to this project. The Architect shall maintain all common law, statutory, and other reserved rights, including copyright. Upon completion or termination of this agreement, the Owner's right to use the instruments of service shall cease.

B. **TERMINATION**

1. The Contract Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its' terms through no fault of the other. In the event of the termination due to actions of persons other than the Architect, the Architect will be paid for services performed to date of receipt of termination.
2. Any dispute regarding payments or services rendered shall be handled by the American Arbitration Association.
3. Failure of the Owner to make payments to the Architect in accordance with the Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services.

C. **LIMITATION OF LIABILITY**

1. The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, cost, expenses, etc, including attorney's fees and cost from any cause or causes so that the total aggregate liability of the Architect to the Owner shall not exceed the Architects total fee received for services rendered on this project. It is intended that this information apply to any and all liability or causes of action however alleged or arising, unless specifically prohibited by law.

D. **HAZARDOUS MATERIALS**

1. The Architect and his Consultants assume no responsibility or liability for the discovery or removal of any hazardous materials found on the job site.

E. **JOB SITE SAFETY**

1. The Architect shall not supervise nor direct any construction means, methods, procedures, techniques, sequences, or safety procedures since these are the sole responsibility of the Contractor. The Owner acknowledges that the Architect's observations at the site does not constitute supervision of the construction of the project. The Architect has no stop work authority.

Please give me a call with any questions you may have regarding the details of this Proposal. If you find it acceptable, we request that you return one signed copy for our files and we will then coordinate scheduling of the initial services with you. We appreciate the opportunity to present our Proposal to you.

Respectfully,

HORN ARCHITECTS

Steve

Steven R. Strubberg

Indicate Acceptance of the above Agreement by Signing and Dating Below:

Owner

Date

This document is copyrighted by HS2 Architects, LLC. Its use, in whole or in part, for any purpose other than as an agreement between the parties named herein must be approved in writing by the Architect.



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
<i>Engineer's Estimate</i>	\$	<i>200,000.00</i>

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,

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 AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT WITH UNERSTALL CONSTRUCTION COMPANY FOR THE 2021 FRONT STREET ELECTRIC SERVICE CONVERSION PROJECT

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

SECTION 1: The City of Washington, Missouri, is hereby authorized and directed to execute a Contract Agreement by and between Unerstall Construction Company and the City of Washington, Missouri. A copy of the agreement is attached and is marked as "Exhibit A".

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

"Exhibit A"

**CONTRACT AGREEMENT
2021 FRONT STREET ELECTRIC SERVICE CONVERSION PROJECT**

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

WITNESSETH:

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

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

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

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

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

Contractor shall provide (a) a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on

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

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

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

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

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

Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of One Hundred Thirty Thousand Eighty-Nine dollars and Zero cents (\$130,089.00), for all work covered in the Base Proposal Bid.

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

UNERSTALL CONSTRUCTION COMPANY

CITY OF WASHINGTON
COUNTY OF FRANKLIN
STATE OF MISSOURI

By: _____
Contractor

Mayor

Title

City Clerk



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,

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

John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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 Airport Coronavirus Relief Grant Program Agreement by and between the City of Washington, Missouri, and the Missouri Highway and Transportation Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

CCO FORM: MO22
Approved: 06/21 (MWH)
Revised:
Modified:

Sponsor: City of Washington
Project No.: 21-054A-1
Airport Name: Washington Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended) and CRRSA Act
- Project Description – operational and maintenance costs

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PERIOD OF PERFORMANCE
3. AMOUNT OF GRANT
4. ALLOWABLE COSTS
5. INDIRECT COSTS-SPONSOR
6. FEDERAL SHARE OF COSTS
7. COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
8. WITHDRAWAL OF GRANT OFFER
9. EXPIRATION OF GRANT OFFER
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. NONDISCRIMINATION ASSURANCE
14. CANCELLATION
15. VENUE
16. LAW OF MISSOURI TO GOVERN
17. CONFIDENTIALITY
18. NONSOLICITATION
19. DISPUTES
20. INDEMNIFICATION
21. NOTIFICATION OF CHANGE
22. AMENDMENTS
23. ASSIGNMENT
24. BANKRUPTCY
25. COMMISSION REPRESENTATIVE
26. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
28. BAN ON TEXTING WHILE DRIVING
29. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER

30. SUSPENSION OR DEBARMENT
31. TRAFFICKING IN PERSONS
32. REQUIRED FEDERAL PROVISIONS
33. EMPLOYEE PROTECTION FROM REPRISAL
34. BUY AMERICAN
35. LIMITATIONS
36. AIR AND WATER QUALITY
37. FACE COVERINGS POLICY
38. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
39. CRRSA ACT GRANT ASSURANCES
40. EQUIPMENT OR VEHICLE REPLACEMENT
41. EQUIPMENT ACQUISITION
42. LOW EMISSION SYSTEMS
43. UTILITIES PRORATION
44. UTILITY RELOCATION IN GRANT

SECTION III – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

EXHIBIT A – CRRSA ACT ASSURANCES

Sponsor: City of Washington
Project No.: 21-054A-1
Airport Name: Washington Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Washington (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code (U.S.C.) Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, Title IV of Division M of Public Law 116-260, the Coronavirus Response and Relief Supplemental Appropriations Act (hereinafter, "CRRSA Act") provided General Funds to airports to be utilized for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and

WHEREAS, the Sponsor has applied to the Commission for a CRRSA Act sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the CRRSA Act; and

WHEREAS, this grant is provided in accordance with the CRRSA Act, as described below, to prevent, prepare for, and respond to the coronavirus. CRRSA Act airport grant amounts to specific airports are derived by legislative formula; and

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide CRRSA Act financial assistance to the Sponsor under the State Block Grant Program and to maintain safe and efficient airport operations. Funds provided under this Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under the Agreement will be governed by the same principles that govern "airport revenue". New airport development projects not directly related to combating the spread of pathogens and approved by MoDOT on behalf of the FAA for such purposes may not be funded with this Agreement.

(2) PERIOD OF PERFORMANCE: The period of performance shall commence on the date this Agreement is executed by the parties. The end date of the period of performance is June 15, 2025, which is four (4) years (1,460 calendar days) from the date of agreement execution between the Commission and the FAA to receive this funding. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance. Unless the Commission receives a written extension from the FAA, the Sponsor must submit all Grant closeout documentation and liquidate (pay off) all obligations incurred under this award no later than one hundred twenty (120) calendar days after the end date of the period of performance (2 Code of Federal Regulations (CFR) § 200.344). The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

(3) AMOUNT OF GRANT: The amount of this grant is not to exceed Thirteen Thousand Dollars (\$13,000). The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all expenses to ensure that they are qualifying expenses under this program.

(4) ALLOWABLE COSTS: These funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable under the CRRSA Act.

(5) INDIRECT COSTS—SPONSOR: The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the Commission, to allowable costs for Sponsor direct salaries and wages only.

(6) FEDERAL SHARE OF COSTS: The United States' share of allowable Grant costs is One Hundred Percent (100%).

(7) COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Agreement, the CRRSA Act, and the regulations, policies, standards and procedures of the United States Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Grant that exceeds three (3) months or a twenty-five percent (25%) reduction in time devoted to the Agreement, and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are labeled as Exhibit A and attached to the Agreement and incorporated herein by reference, and any addendum that may be attached hereto at a later date by mutual consent.

(8) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(9) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before January 15, 2022 or such subsequent date as may be prescribed in writing by the Commission.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner, including uses that violate this Agreement, the CRRSA Act, or other provisions of applicable law. For the purposes of this Agreement, the term "Federal funds" means funds, however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor shall return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission. The Sponsor shall comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: The Sponsor must provide

for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Commission and shall provide one (1) copy of the completed audit to the Commission. Upon request of the FAA, the Commission and Sponsor shall provide one copy of the completed audit to the FAA.

(13) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (13) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(14) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant

funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(15) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(16) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: amy.ludwig@modot.mo.gov

Sponsor: Darren Lamb
City Administrator
City of Washington
405 Jefferson Street
Washington, MO 63090
(636) 390-1004
(636) 239-8945 FAX
email: dlamb@ci.washington.mo.us

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and

approved by the duly authorized representative of the Sponsor and the Commission.

(23) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(24) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(25) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(28) BAN ON TEXTING WHILE DRIVING:

(A) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Agreement or subgrant funded by this Agreement.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(B) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Agreement.

(29) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique entity identifier (hereinafter, "UEI") means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(30) SUSPENSION OR DEBARMENT: When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within SAM to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

(C) Immediately disclose to the Commission whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

(D) Insert this clause on suspension or debarment in all contracts and

subcontracts that result from this Agreement.

(31) TRAFFICKING IN PERSONS:

(A) The Sponsor as the recipient, the Sponsor's employees, subrecipients under this Agreement, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
2. Procure a commercial sex act that the period of time that the Agreement is in effect; or
3. Use forced labor in the performance of this Agreement or subawards under this Agreement.

(B) The Commission may unilaterally terminate this award on behalf of the FAA as the Federal awarding agency, without penalty, if the Sponsor or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in Paragraph (31)(A) of this Agreement; or
2. Has an employee who is determined by the Commission and/or FAA official authorized to terminate the Agreement to have violated a prohibition in Paragraph (31)(A)1. of this Agreement through conduct that is either:
 - a. Associated with performance under this Agreement; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)", as implemented by the FAA at 2 CFR Part 1200.

(C) The Sponsor must inform the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in Paragraph (31)(A) during the time period of this Agreement.

(D) The Commission's right to terminate unilaterally that is described in Paragraph (31)(A) above:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and
2. Is in addition to all other remedies for noncompliance that are available to the Commission and/or the FAA under this Agreement.

(32) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(33) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor or a subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

- a. Gross mismanagement of a Federal grant;
- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor or subgrantee; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have

been subjected to a reprisal prohibited by Paragraph (33)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

(34) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this Agreement.

(35) LIMITATIONS: Nothing provided herein shall be constructed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the Commission prior to the date of this Agreement.

(36) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for all projects funded pursuant to this Agreement. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(37) FACE COVERINGS POLICY: The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

(38) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Commission and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(39) CRRSA ACT GRANT ASSURANCES: CRRSA Act grant assurances are attached to this Agreement. The Sponsor shall comply with these assurances to accomplish the requirements of this Agreement. The CRRSA Act grant assurances are hereby provided to the Sponsor as Exhibit A and incorporated into and made part of this Agreement.

(40) EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

(41) EQUIPMENT ACQUISITION: The Sponsor agrees that for any equipment acquired with funds provided by this Agreement, such equipment shall be used solely for purposes directly related to the Airport.

(42) LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:

(A) Will be maintained and used at the Airport for which they were purchased; and

(B) Will not be transferred, relocated, or used at another Airport without the advance consent of the Commission on behalf of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenses, cost effectiveness, and emission reductions.

(43) UTILITIES PRORATION: For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the Sponsor to operate and maintain the Airport included in this Agreement must not exceed the percent attributable to the capital or operating costs of the Airport.

(44) UTILITY RELOCATION IN GRANT: The Sponsor understands and agrees that:

(A) The Commission will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the Commission that the Sponsor is legally responsible for payment of such costs;

(B) CRRSA Act funding participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

(C) The utilities must serve a purpose directly related to the Airport.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the CRRSA Act. The Sponsor understands funding made available under this grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: City of Washington

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT A
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)
ASSURANCES
AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP State Block Grant subaward offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

- l. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 - Seismic Safety.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport.** It certifies that the reimbursement sought is for a purpose directly related to the Airport.
2. **Responsibility and Authority of the Sponsor.**
 - a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained

therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.** It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
4. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
 - c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.
5. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACRGP application or State subaward as applicable) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the Airport.
6. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.
7. **Consultation with Users.** In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.
8. **Pavement Preventative Maintenance.** With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on

pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference. It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due

regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the Airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
- 13. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 14. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
- 15. Exclusive Rights.** The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—
- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
 - b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.
- 16. Airport Revenues.**
- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization,

janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
 - 1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in

conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
- 20. Civil Rights.** It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.
- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
 - b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
 - c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions. It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair

and equitable market opportunities for products and suppliers of the United States in procurement and construction.

- 22. Policies, Standards and Specifications.** It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 23. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 24. Disadvantaged Business Enterprises.** The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).
- 25. Acquisition Thresholds.** The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT FOR EASEMENT AND MAINTENANCE BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI, AND THE KNIGHTS OF COLUMBUS MEMORIAL ASSOCIATION AND AMEND THE 2021/2022 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 execute an Agreement for Easement and Maintenance by and between the City of Washington, Missouri, and the Knights of Columbus Memorial Association, 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: This ordinance shall amend the 2021/2022 Budget as follows:

Stormwater Fund 250 – Add increase of \$75,000 High Street Detention Basin (250-40-000-541107 Storm Water Improvement)

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 I

AGREEMENT FOR EASEMENT AND MAINTENANCE

This Agreement made and entered into this ____ day of _____, 2021 by and between the City of Washington, Missouri (hereinafter the “City”) and the Washington, Missouri Knights of Columbus Memorial Association (hereinafter the “K of C”).

WHEREAS, the K of C is the owner of certain real property commonly known as 1121 Columbus Lane, Washington, Missouri (hereinafter the “Property”); and

WHEREAS, there is an existing pond located on the Property; and

WHEREAS, the City desires to acquire from the K of C, and the K of C desires to convey to the City, a permanent easement to store stormwater and act as a stormwater detention basin.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1) Within ninety (90) days from the date of execution of this Agreement, the K of C will convey to the City a permanent water storage easement in form marked Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Easement Deed”). The permanent water storage easement shall provide a minimum of 57,000 c.ff of flood storage.

- 2) Within ninety (90) days from the date of execution of this Agreement, the City shall prepare, or cause to be prepared, a survey to provide a legal description of the permanent water storage easement to be used in the Easement Deed.
- 3) Upon delivery of the Easement Deed, the City will pay the K of C the sum of Forty-Seven Thousand Eight Hundred Twenty and 00/100 Dollars (\$47,820.00) for the Easement Deed.
- 4) After conveyance of the permanent water storage easement the City will consider future requests from the K of C to alter the easement provided, however, at no time shall the available permanent water storage be less than 57,000 cu.ft. of storage as verified by a Missouri licensed professional engineer.
- 5) Upon conveyance of the Easement Deed the K of C shall maintain the permanent water storage by providing as needed mowing to comply with City Code requirements such that any growth of grass, weeds or brush shall not exceed a height of over one (1) foot.
- 6) Upon conveyance of the Easement Deed the K of C shall provide such treatment as is necessary to prevent the growth of algae in the permanent water storage easement. This shall include, but not be limited to, the use of any chemical that may be necessary to keep the surface of the permanent water storage easement free and clear of algae growth.
- 7) In return for providing the mowing as set forth in Section 5 above and the algae control as set forth in Section 6 above the City shall pay the K of C the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500) per year payable on

or before October 1 of each of the next twenty (20) years commencing October 1, 2022. The K of C's mowing and algae control obligations shall commence on January 1, 2022 and shall continue until December 31, 2042.

8) This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the courts located in Franklin County, Missouri, and the parties hereto agree to the venue and personal jurisdiction of these courts.

9) This Agreement shall not be assigned or transferred by either party without the written consent of the other party being first had and obtained.

10) The failure of the parties in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or a relinquishment for the future of such term or option, but that the same shall continue in full force and effect.

11) All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

12) The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

13) The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

14) This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

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

City of Washington, Missouri

Washington, Missouri Knights of
Columbus Memorial Association

By: _____
Sandy Lucy, Mayor

By: _____
Name _____
Title: _____

Seal:

Seal:

Attest: _____
Sherri Klekamp, City Clerk

Attest: _____

EXHIBIT A

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between **Washington, Missouri Knights of Columbus Memorial Association**, a benevolent association, whose address is 1121 Columbus Lane, Washington, Missouri 63090, **Grantor**, and **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a political subdivision and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantor**, 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 Perpetual Non-Exclusive Easement** for the following purposes:

the construction, installation, inspection, repair, replacement, maintenance and use of storm sewer and related improvements (which may include piping) to carry storm water in, over, under, across and through the following described real property situated in the City of Washington, County of Franklin, 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 perpetual non-exclusive easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive 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 perpetual non-exclusive easement.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** 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 **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, 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** and **Grantee** have executed these presents the day and year first above written.

Grantor

By: _____
Name: _____
Title: _____

SEAL:

Attest:

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 _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same as (his)(her) 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

(To be supplied and attached prior to execution of the Easement Deed)



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:

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 \$24,000.00 and is recommended for approval.

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 AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT WITH SCS ENGINEERS FOR THE SEMI-ANNUAL GROUNDWATER MONITORING PROGRAM AT THE STRUCKHOFF SANITARY LANDFILL

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

SECTION 1: The City of Washington, Missouri, is hereby authorized and directed to execute an Agreement by and between the City of Washington, Missouri and SCS Engineers for Professional Engineering Services associated with the Groundwater Monitoring Program at the Struckhoff Sanitary Landfill. A copy of the agreement is attached and is marked as Exhibit A.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

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

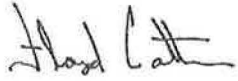
During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

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

Floyd Cotter
Typed Name

Typed Name

Vice President/Project Director
Title

Title

11-5-21
Date

Date

"EXHIBIT A"
INSURANCE

Without limiting its liability hereunder, (Engineer) 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 occurrence, \$3 million aggregate.

The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage for the liability assumed by (Engineer) in ARTICLE 7 herein.



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.

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 request 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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM MACQUEEN EMERGENCY AND TO APPROVE THE PURCHASE OF 108-50' SECTIONS OF NORTH AMERICAN D-BAK 800 HOSE AND AMEND THE 2021/2022 BUDGET BY THE CITY OF WASHINGTON, MISSOURI

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 MacQueen Emergency in the amount totaling Seventeen Thousand Four Hundred Ninety Seven Dollars and Zero Cents (\$17,497.00) for the purchase of 108-50' sections of North American D-BAK 800 hose. A copy of said bid is attached hereto and marked as Exhibit A.

SECTION 2: The ordinance shall amend the 2021/2022 Budget as follows:
004-24-000-534200 Small Tools from the Reserve Fund 004-341000.

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: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

3Ca



Exhibit A

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

Ship To: SAME AS BELOW

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

Branch 07 - EUREKA MO		
Date 11/11/2021	Time 12:48:57 (O)	Page 1
Account No WASHI005	Phone No 6363901020	Est No 01 002820
Ship Via Bestway Direct	Purchase Order	
Tax ID No		
		Salesperson 181 / 183

ESTIMATE EXPIRY DATE: 12/11/2021

PARTS ESTIMATE - NOT AN INVOICE

<u>Part#</u>	<u>Description</u>	<u>U</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
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SPECIAL PRICING FOR CITY AND RURAL BULK ORDER.
FREE SHIPPING ON COMPLETE ORDER

DK175X50EN	DBAK 175X50 O		46	210.16	9667.36
	1.75" X 50'. 1.5"NST DBAK HOSE, DJ, ORANGE ULTRASHIELD COATED				
DK175X50YEN	DBAK 175X50 Y		62	210.16	13029.92
	NORTH AMERICAN HOSE, 1.75"X50', 1.5'NST, D-BAK, YELLOW ULTRA SHIELD COATED DJ HOSE				

Subtotal: 22697.28

Tax: .00

TOTAL: 22697.28

Authorization: _____



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

Wayne Dunker, CPRP
Director of Parks & Recreation

3Da



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	\$30618.30

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

3Ea

Seal-Rite
 1374 State Road M
 Auxvasse MO 65231



Phone: (573) 387-4491
 Fax: (573) 387-4769
 sales@seal-rite.com
 www.seal-rite.com

Quote number: 0022875

Quote

Page 1 of 1

Quote To:
 City Of Washington
 4 Chamber Drive
 Washington MO 63090

Contact: Tony Bonastia
Phone: 636-390-1037
Email: tbonastia@washmo.gov

Ship To:
 City Of Washington
 c/o Seal-Rite
 1374 State Road M
 Auxvasse MO 65231

Date: 11/15/2021 **Sales Rep:** BWATERSO **Ship Via:** CUST P/U UNIT
Expires: 12/15/2021 **Email:** sales@seal-rite.com

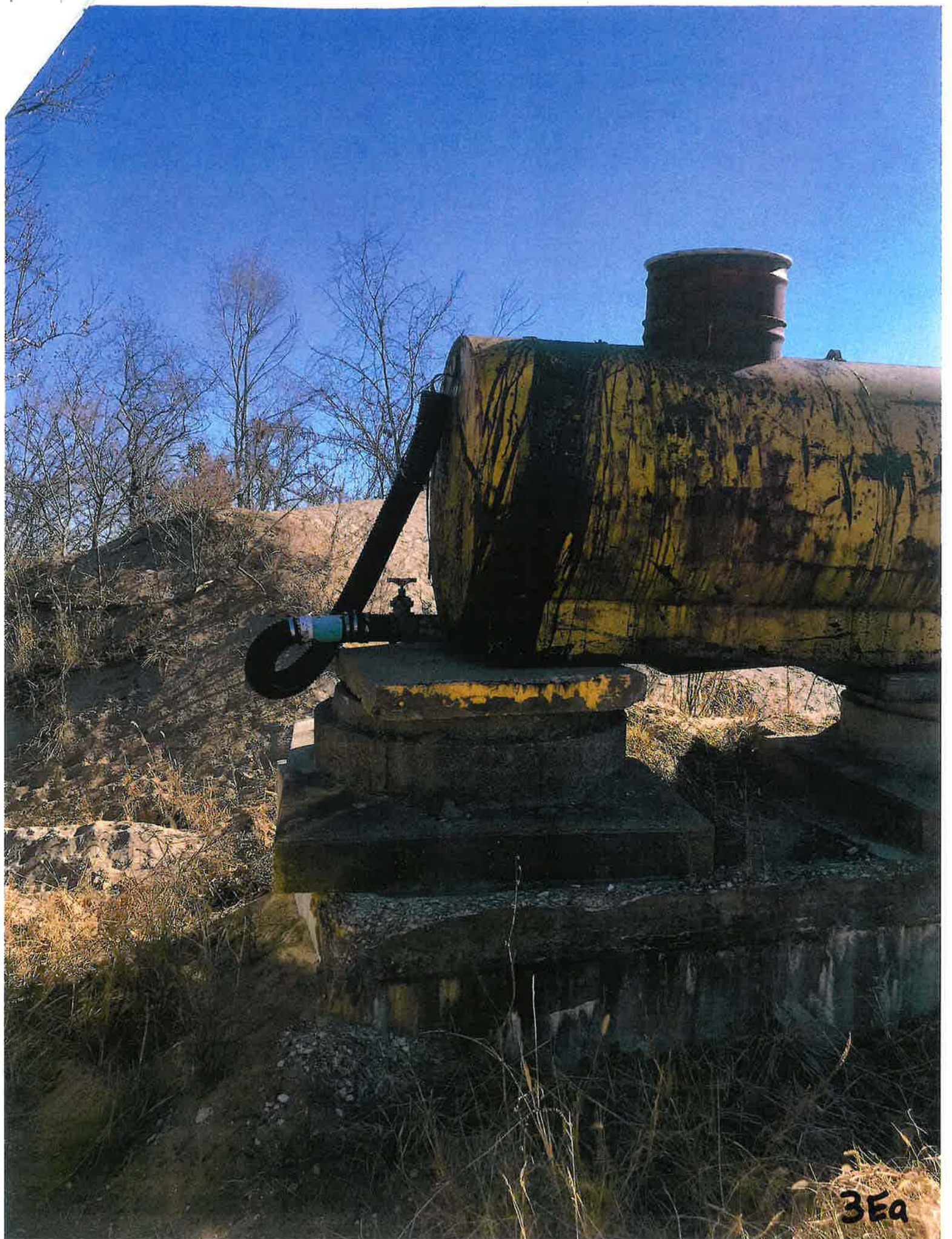
Line	Part Number/Description	Quantity	Unit Price	Ext. Price	Discount	Line Total
1	S1000IXB3Y 2021 SR-1000 Trailer (2) 7000 lb Axles, Electric Brakes on each, 30 Gallon Jenny Air Compressor, GX Series Electric Start Honda, Full Sweep Variable Speed Hydraulic Agitation w/ 3/8" Rubber Wiper Blades, 2" Widen Air-Operated Dual-Diaphragm Pump, 3 Gallon Filter Pot. SUSPENSION SEAT \$300.00 41" BRUSH BOX TONGUE MOUNTED \$300.00 ADJUSTABLE PINTLE HITCH STANDARD 5000 LB MANUAL JACK STANDARD HANNAY 150' MANUAL HOSE REEL STANDARD 100' of 3/4" 300 psi Hand Hose on Swivel Mount with 6 1/2' Aluminum Spray Wand.	1.00	18,000.00	18,000.00	0.00	18,000.00
2	004-AOSB7 Custom Air Operated Spray Bar Kit with 7 tips and 2 Air Cylinders (Includes Spray Bar Installation Instructions)	1.00	2,000.00	2,000.00	0.00	2,000.00

Order Total: 20,000.00
 Total Discounts: 0.00
 Sub Total: 20,000.00
 Freight: 0.00
 Tax Amt: 0.00
 Grand Total: 20,000.00

Quote is good through expiration date shown above
 All deposits are non-refundable

3Ea





3Ea

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM SEAL-RITE, AUXVASSE, MISSOURI AND TO APPROVE THE PURCHASE OF A 2021 SR-1000 TRAILER SEALER WITH ADDITIONAL SPRAY BAR ACCESSORY 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 Seal-Rite, Auxvasse Missouri in an amount totaling Twenty Thousand Dollars and Zero Cents (\$20,000.00) for the purchase of a 2021 SR-1000 Trailer Sealer with additional Spray Bar Accessory. 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: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

SALES CONTRACT

This Sales Contract made and entered into this _____ day of _____, 2021, by and between Seal-Rite, 1374 State Road M, Auxvasse, MO 65231, herein referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one 2021 SR-1000 Trailer Sealer with additional Spray Bar Accessory as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one 2021 SR-1000 Trailer Sealer with additional Spray Bar Accessory for payment in the total sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00).

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:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk

3Ea