

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
 MONDAY, NOVEMBER 21, 2022 - 7:00 P.M.  
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED  
 COUNCIL ACTION**

**1. INTRODUCTORY ITEMS:**

Roll Call / Pledge of Allegiance

Approval of the Minutes from the November 7, 2022 Council Meetings

Need Motion/Mayor

Memo

Approval and Adjustment of Agenda including Consent Agenda

a. Change Order #2 – 2022 Overlay Project

Need Motion/Mayor

Memo

**2. PRIORITY ITEMS:**

**Mayor’s Presentations, Appointments & Reappointments**

a. Police Department Reappointments

Approve/Mayor

Memo

**3. PUBLIC HEARINGS:**

a. Special Use Permit – 1104 Jefferson Street – Short Term Rental

Accept Into Minutes

Memo

b. Rezoning from R-1B Single Family to C-1 General Commercial

Accept Into Minutes

Memo

c. An ordinance rezoning 906 & 908 Jefferson Street from R-1B Single Family Residential to C-1 General Commercial in the City of Washington, Franklin County, Missouri.

Read & Int/Read/Vote/Mayor

d. Special Use Permit – 609 West Seventh Street – Short Term Rental

Accept Into Minutes

Memo

e. An ordinance granting a Special Use Permit to utilize 609 West Seventh Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.

Read & Int/Read/Vote/Mayor

f. Special Use Permit – 518 East Sixth Street Short - Term Rental

Accept Into Minutes

Memo

g. An ordinance granting a Special Use Permit to utilize 518 East Sixth Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.

Read & Int/Read/Vote/Mayor

**4. CITIZENS COMMENTS:**

**5. UNFINISHED BUSINESS:**

**6. REPORT OF DEPARTMENT HEADS:**

a. Franklin County Narcotics Enforcement Unit Joint Contract

Approve/Mayor

Memo

**7. ORDINANCES/RESOLUTIONS:**

a. An ordinance accepting the quote from Alex Air Apparatus and to approve the purchase of a Battery Operated Extrication Tool.

Read & Int/Read/Vote/Mayor

Memo

- |  |                            |      |
|--|----------------------------|------|
| b. An ordinance authorizing and directing the acceptance of a quote from Dry Fork Steel & Supply, LLC for the purchase of an Aluminum Three-Rail Perimeter Fence for Phoenix Park Playground.  | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Clark Equipment Company dba Bobcat Company, West Fargo, North Dakota, for the purchase of a T770 T4 Bobcat Compact Track Loader with 18” Planer/Miller. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Bobcat of St. Louis, Valley Park, Missouri, for the purchase of a VIRNIG V60 HSBP144 Snow Plow Blade/Pusher.  | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance authorizing and directing the City of Washington, Missouri to accept the maintenance services agreement from RCC Inc. dba Radio Comm Company for the Preventative Maintenance of Washington’s Radio Fleet, Tower Repeater and Base Stations.           | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance authorizing and directing the City of Washington, Missouri to accept the preventative maintenance agreement from Vandevanter Engineering for the Maintenance of Washington’s Wastewater Collection Lift Stations.                                      | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the acceptance of a proposal by and between the City of Washington, Missouri and SCS Engineers for the Semi-Annual Groundwater Monitoring Program at the Struckhoff Sanitary Landfill.                                       | Read & Int/Read/Vote/Mayor | Memo |
| h. An ordinance authorizing and directing the execution of a lease agreement by and between the City of Washington, Missouri and Gateway Fiber, LLC.   | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance repealing Ordinance No. 22-13507 and enacting in lieu thereof an ordinance authorizing and directing the execution of a development agreement by and between the City of Washington, Missouri and Big Elm, LLC and amend the 2023 Budget.              | Read & Int/Read/Vote/Mayor | Memo |
| j. An ordinance establishing the rate of compensation of the City Counselor of the City of Washington, Missouri.   | Read & Int/Read/Vote/Mayor |      |

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

**9. MAYOR’S REPORT:**

**10. CITY ADMINISTRATOR’S REPORT:**

**11. COUNCIL COMMENTS:**

**12. CITY ATTORNEY’S REPORT:**

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

Roll Call Vote

**13. INFORMATION:**

- a. Leaf Pick Up

**14. ADJOURNMENT:**

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

POSTED BY SHERRI KLEKAMP, CITY CLERK, NOVEMBER 17, 2022

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

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, NOVEMBER 7, 2022**

**INTRODUCTORY ITEMS:**

The Special Meeting of the City of Washington, Missouri, City Council was held on Monday, November 7, 2022, at 6:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Doug Hagedorn	Present
<b>Council Members: Ward I</b>	Al Behr	Present
	Duane Reed	Absent
<b>Ward II</b>	Mark Hidritch	Present
	Mark Wessels	Present
<b>Ward III</b>	Chad Briggs	Absent
	Jeff Patke	Present
<b>Ward IV</b>	Mike Coulter	Present
	Joe Holtmeier	Present

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Economic Development Director	Sal Maniaci
	Public Works Director	John Nilges

**Approval and Adjustment of Agenda:**

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

**CITY ATTORNEY'S REPORT**

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 6:01 p.m. on the following roll call vote; Behr-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Wessels-aye, Briggs-absent, Reed-absent.

The regular session reconvened at 6:47 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 6:47 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

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

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

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, NOVEMBER 7, 2022**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, November 7, 2022, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Doug Hagedorn	Present
<b>Council Members:</b>	<b>Ward I</b>	Al Behr Duane Reed
	<b>Ward II</b>	Mark Hidritch Mark Wessels
	<b>Ward III</b>	Chad Briggs Jeff Patke
	<b>Ward IV</b>	Mike Coulter Joe Holtmeier

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Police Chief	Jim Armstrong
	Fire Chief	Tim Frankenberg
	Emergency Management Director	Mark Skornia
	Street Superintendent	Tony Bonastia
	Water/Wastewater Superintendent	Kevin Quaethem
Parks Director	Wayne Dunker	

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

**Approval of Minutes:**

\* Approval of the Minutes from the October 17 & November 1, 2022 Regular & Special Council Meetings

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

**Approval and Adjustment of Agenda including Consent Agenda:**

- \* Collector's/Treasurer's Report Summary – July 2022
- \* Monthly Investment Report – July 2022

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

**PRIORITY ITEMS:**

- \* Certificate of Appreciation – Mark & Lisa Tobben

*CITY OF WASHINGTON*

*Certificate of Appreciation*

*PRESENTED TO*

*MARK AND LISA TOBBEN*

*WHEREAS, Mark and Lisa Tobben have generously donated \$25,000.00 to the Rennick Riverfront Park; and*

*WHEREAS, the donation will be used to purchase a new playground.*

*NOW, THEREFORE, I, James D. Hagedorn, by virtue of the authority vested in me as Mayor, and on behalf of our governing body and all our citizens, do hereby tender this Certificate of Appreciation to extend a heartfelt thank you and express warm appreciation to Mark and Lisa Tobben for their generous donation to the Rennick Riverfront Park.*

*James D. Hagedorn*

*Mayor*

*November 7, 2022*

\*After Mayor Doug Hagedorn recognized Mark and Lisa Tobben for their donation to the Rennick Riverfront Park, Parks Director Wayne Dunker announced Mark and Lisa Tobben have donated an additional \$25,000.00 to the City of Washington for Miller Post Nature Reserve Trail Improvements.

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

- \* Recognition of Chad Owens Parks & Recreation Operations Manager for the Lyle B. Beaver Leadership Development Institute

Mayor Doug Hagedorn recognized Parks & Recreation Operations Manager Chad Owens for receiving the Lyle B. Beaver Leadership Development Institute Certificate from the Missouri Park & Recreation Association.

- \* Phoenix Center II CID Appointment

*November 1, 2022*

*City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*Dear City Council Members:*

*I herewith submit for your approval the appointment of James D. Hagedorn to the Board of Directors of the Phoenix Center II Community Improvement District with a term expiring November 2026.*

*Respectfully submitted,  
James D. Hagedorn  
Mayor*

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

\* Phoenix Center II CID Reappointment

*November 1, 2022  
City Council  
City of Washington  
405 Jefferson Street  
Washington, MO 63090*

*Dear City Council Members:*

*I herewith submit for your approval the following for reappointment to the Phoenix Center Community Improvement District Board:*

*Joseph Vernaci – term expiring November 2026*

*Respectfully submitted,  
James D. Hagedorn  
Mayor*

A motion to accept and approve the reappointment made by Councilmember Hidritch, seconded by Councilmember Patke, passed without dissent.

\* Police Department Appointment

*October 31, 2022  
To The City Council  
City of Washington  
Washington, Missouri  
Dear Council Members:*

*I herewith submit for your approval the following for appointment to the Police Department for a six-month probationary term:*

<i>NAME</i>	<i>TERM BEGINS</i>	<i>TERM ENDS</i>
<i>Chase C. Wurth</i>	<i>November 8, 2022</i>	<i>May 8, 2023</i>
<i>Police Officer</i>		<i>(1<sup>st</sup> 6 months)</i>

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

**PUBLIC HEARINGS**

\* None

**CITIZENS COMMENTS**

\* None

**UNFINISHED BUSINESS**

\* None



**REPORT OF DEPARTMENT HEADS**

\* None

**ORDINANCES/RESOLUTIONS**

**Bill No. 22-12683, Ordinance No. 22-13643, an ordinance approving the issuance of a special use permit for a temporary shelter located at 2132 Highway A in the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 22-12684, Ordinance No. 22-13644, an ordinance authorizing and directing the execution of a contract with Specialized Commercial Coatings, LLC for painting of the Heritage Park Caboose.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 22-12685, Ordinance No. 22-13645, an ordinance authorizing and directing the acceptance of a quote from COE Equipment Inc. for the purchase of a 6” Lateral Launch Camera System and amend the 2022/2023 Budget.**

The ordinance was introduced by Councilmember Hidritch.

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

**Bill No. 22-12686, Ordinance No. 22-13646, an ordinance authorizing and directing the execution of a contract with CDG Engineers, Inc. for Engineering Design and Construction Engineering Services for the Front Street ADA Improvements Project.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 22-12687, Ordinance No. 22-13647, an ordinance authorizing and directing the execution of a release and settle agreement by and between the City of Washington, Missouri and February Properties, LLC.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 22-12688, Ordinance No. 22-13648, an ordinance authorizing and directing the execution of an easement deed by and between the City of Washington, Missouri and Tara Kelsick and Jedidiah R. Nieder.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 22-12689, Ordinance No. 22-13649, an ordinance approving a boundary adjustment for the Stone Crest Subdivision Plat 18 in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

**Resolution No. 22-13650, a resolution approving a memorandum of understanding and authorizing certain other actions in connection with the proposed development of a manufacturing facility in the City.**

The resolution was introduced by Councilmember Holtmeier, seconded by Councilmember Patke. After a brief discussion, the resolution passed without dissent.

#### **COMMISSION, COMMITTEE AND BOARD REPORTS**

\* None

#### **MAYOR'S REPORT**

\* Election Day is tomorrow.

#### **CITY ADMINISTRATOR'S REPORT**

\* Council Workshop Meeting is scheduled for Monday, November 21, 2022 at 6 p.m.

#### **COUNCIL COMMENTS**

\* Thank you to Councilmember Jeff Patke for grilling burgers for the America In Bloom Appreciation BBQ Dinner.

*(Remaining of page intentionally left blank)*

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 7:42 p.m. by Councilmember Patke, seconded by Councilmember Coulter passed without dissent.

---

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

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

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

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

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

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



November 15, 2022

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

**RE: 2022 Overlay Project (West Main, Rand, James, Market, various others)  
Change Order Request – Construction Completion Date**

Dear Mayor and City Council Members:

The following is pertinent information to the subject request.

**Description:**

Lamke Construction and Excavating was awarded this project on June 20, 2022, executed Change Order #1 on July 13, 2022 and Notice-to-Proceed was issued on August 29, 2022. The project has a completion date of October 28, 2022, which has been exceeded. Lamke has worked diligently to complete the project, however, the asphalt portion of the project requires a special paver for Novachip. Furthermore, air temperatures must be above 50 degrees.

Lamke notified the City of scheduling conflicts with the paver about a month ago, and we made the decision to take a wait and see approach. This was done to ensure that all the other work was completed in a timely manner and the adjacent property owner's disruption was limited. That strategy has worked, and the City has received many positive concepts from the public on the work that Lamke is doing.

Unfortunately, the risk to any paving operation is weather. The future forecast shows temperatures to be unseasonably low for the foreseeable future, and we believe it is important to provide a clear and concise path forward to completion.

**Proposed Change Order:**

The City will:

1. Allow the contractor to suspend all construction activities for the duration of cold weather and throughout the winter months.
2. Extend the construction completion date to May 1, 2023.
3. Increase the liquidated damages to \$1,500.00. Liquidated damages will be charged per calendar day after the May 1, 2023 completion date. No further extensions will be considered.

The Contractor will:

1. Have all work, excluding paving, completed by December 2, 2022.
2. If work, excluding paving, is not completed by December 2, 2022, liquidated damages of \$950.00 from current specifications will apply.
3. Provide, place, and maintain cold mix asphalt at any locations deemed required by the City. There will be no additional cost to the City for this work.

**Benefits to the City:**

By allowing this contractual modification, the City:

1. Ensures the project is substantially completed, excluding paving, in a timely manner.
2. Ensures the contract is extended into the growing season of grass. This ensures the Contractor will have a good stand of grass in the spring.
3. Reduces the negative impacts to the City while we wait for more ideal temperatures.
4. Ensures maximum quality of work.

**Budget Information:**

This does not affect the budget.

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

Respectfully,

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

John Nilges, PE  
Public Works Director



## CHANGE ORDER #2

NAME OF PROJECT: **2022 Overlay Project**  
OWNER: City of Washington, Missouri  
CONTRACTOR: Lamke Trenching & Excavating, LLC

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS. THIS IS A NO COST CHANGE ORDER AND ONLY MAKES CHANGES TO THE BID SPECIFICATIONS AND CONTRACT DOCUMENTS:

### **Item 1:**

To begin construction expeditiously after the Notice to Proceed has been issued and be complete on or before:

1. December 2, 2022 for all work, excluding paving.
  - a. If work, excluding paving, is not completed by December 2, 2022, liquidated damages of \$950.00 from current specifications will apply.
  - b. For all work, excluding paving, Contractor shall provide, place, and maintain cold mix asphalt at any locations deemed required by the City.
  - c. There will be no additional cost to the City for this cold mix work.
2. May 1, 2023, for paving to complete the project.
  - a. See Item 2 below regarding increase in liquidated damages after May 1, 2023 which will be charged per calendar day after the May 1, 2023 completion date.
  - b. No further time extensions will be considered.

or be subject to liquidated damages as described in the General Conditions Section, XV. Time for Completion & Liquidated Damages."

### **Item 2: Effective May 2, 2023.**

#### XV. TIME FOR COMPLETION & LIQUIDATED DAMAGES:

The date of beginning and the time for completion of the work are essential conditions of the contract documents, and the work embraced shall be commenced on a date specified in the notice to proceed.

The contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the contractor and the City of Washington, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the contractor shall fail to complete the work by the completion date, or extension of time granted by the City of Washington, then the contractor will pay to the City of Washington the amount of **One Thousand Five Hundred Dollars (\$1,500.00)** for each working day or calendar day, whichever is specified in the contract, that the contractor shall be in default after the time stipulated in the contract documents.

The contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following; and the contractor has promptly given notice of such delay to the Engineer.

To any preference, priority or allocation order duly issued by the City of Washington.

To any unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City of Washington, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and, to any delays of subcontractors occasioned by any of the causes specified in paragraphs listed in Section XV.

**Accepted:**

**Approval:**

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

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

LAMKE TRENCHING & EXCAVATING, LLC

CITY OF WASHINGTON, MISSOURI:

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

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

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

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



November 16, 2022

City Council  
City of Washington  
Washington, Missouri

Dear Council Members:

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

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Michael Grissom Sergeant	November 22, 2022	November 22, 2023
Michael Wissbaum Police Officer	December 01, 2022	December 01, 2023

Respectfully submitted,

James D. Hagedorn  
Mayor





**POLICE**  
CITY OF WASHINGTON

**Washington Police Department**  
Chief Jim Armstrong DSN 256

301 Jefferson Street  
Washington, MO 63090  
Police Dispatch: 636 390-1050  
Direct Line: 636 390-1207  
Fax: 636 390-2455

DATE: November 14, 2022  
TO: Mayor Doug Hagedorn  
SUBJECT: Reappointment of Police Officers

Honorable Mayor,

I respectfully request the following officers be presented to the City Council for reappointment with the Washington Police Department for a one-year term. The following officers continue to provide exceptional service to the citizens, City and police department.

NAME	DATE EFFECTIVE	DATE EXPIRES
<b>Sergeant Michael Grissom</b>	<b>November 22, 2022</b>	<b>November 22, 2023</b>
<b>Detective Michael Wissbaum</b>	<b>December 01, 2022</b>	<b>December 01, 2023</b>

Thank you for your consideration.

Respectfully,

  
Jim Armstrong  
Chief of Police



November 16, 2022

Mayor & City Council  
City of Washington  
Washington, MO 63090

**RE: File No. 22-1005--Special Use Permit-1104 Jefferson Street-Short Term Renal**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Wednesday, November 16, 2022 the above mentioned Special Use Permit was tabled until next month.

Sincerely,

A handwritten signature in blue ink that reads "Thomas R. Holdmeier" with a stylized "TH" monogram at the end.

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission



November 16, 2022

Mayor & City Council  
City of Washington  
Washington, MO 63090

**RE: File No. 22-1101—Rezoning from R-1B, Single Family to C-1, General Commercial**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Wednesday, November 16, 2022 the above mentioned rezoning was approved with a unanimous vote in favor.

Sincerely,

A handwritten signature in blue ink that reads "Thomas R. Holdmeier /sv".

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: November, 16 2022

Re: File # 22-1101 – 906 and 908 Jefferson Street

Synopsis: The applicant is requesting approval to rezone 906 and 908 Jefferson Street from R-1B Single Family Residential to C-1 General Commercial

<b>Adjacent Land Use /Zoning Matrix</b>		
	<b>Existing Land Use</b>	<b>Existing Zoning</b>
North	Dental Office	C-1
South	Single Family	R-1B
East	Single Family	R-1B
West	Commercial Building	C-2

**Analysis:**

The Applicant is requesting to rezone both 906 and 908 Jefferson Street from R1-B Single Family Residential to C-1 Light Commercial. Currently 906 is a single family home and 908 is a vacant lot. The applicant reached out to city staff requesting what would be needed to turn the home into an office and the vacant lot into a parking lot. The best option forward was to rezone to C-1 Light Commercial.

C-1 Light Commercial is intended to be a "neighborhood commercial" zoning district that allows for low intensity commercial uses adjacent to residential neighborhoods. The property directly north of the subject property is also zoned C-1 Light Commercial. Jefferson Street has a mix of commercial and residential uses, especially on this block. Staff feels the request does not detriment the surrounding properties and is not out of the ordinary for the area.

**Recommendation:**

Staff recommends approval of the request to rezone 906 and 908 Jefferson Street from R-1B Single Family Residential to C-1 Light Commercial.

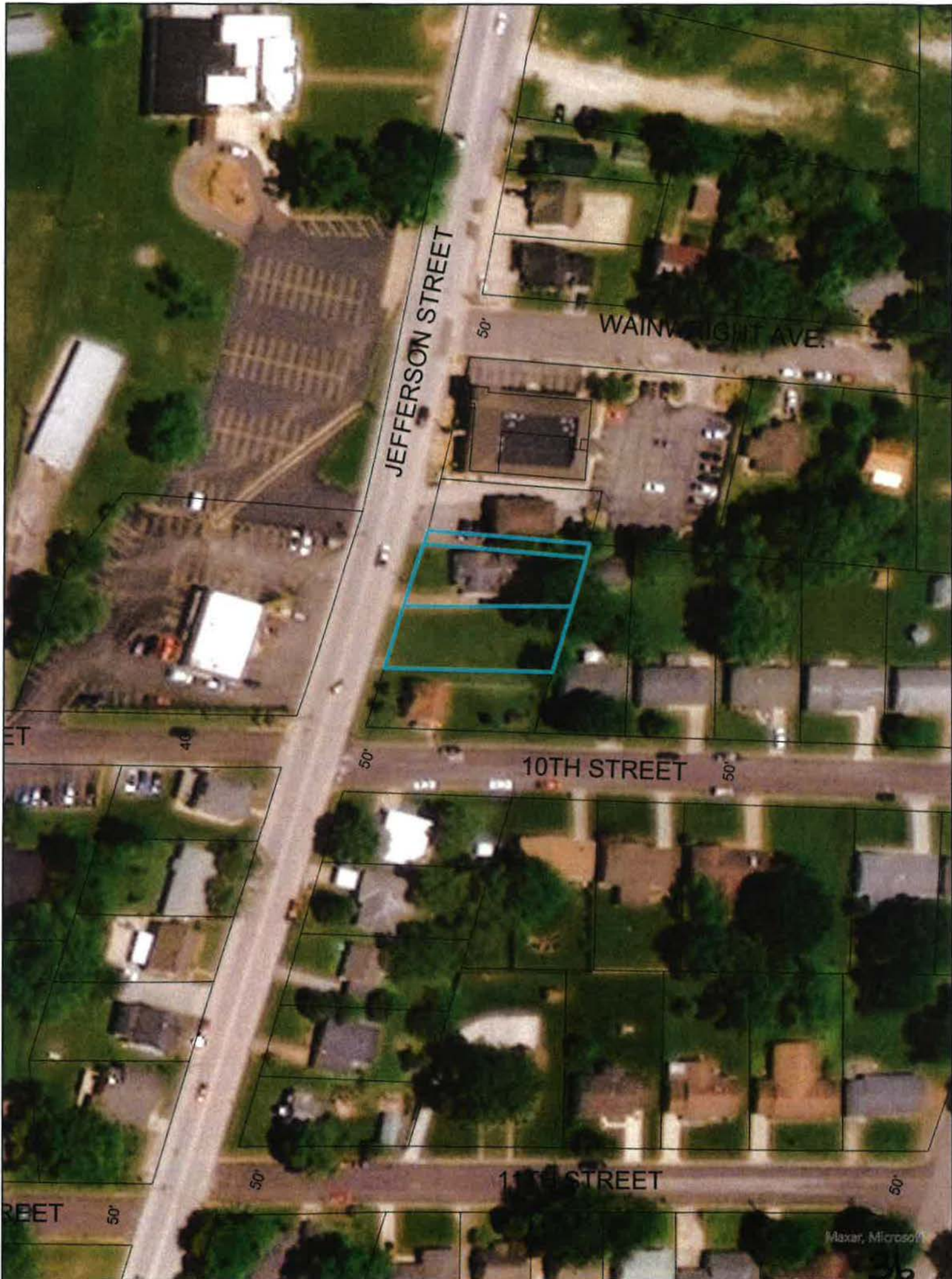
# Legend

## Zoning

### ZONING

- C-1
- C-2
- M-1
- PD-R
- R-1B
- R-3
- PARCELS\_WITH\_OWNER





JEFFERSON STREET

WAINWRIGHT AVE.

10TH STREET

11TH STREET

Maxar, Microsoft

**Applicant Information for Rezoning Land**

*Please print:*

Site Address: 906 Jefferson + 908 Jefferson

Lot # 10 + 9 Subdivision: Klemm

PID# 1052204015185000 + 1052204015186000

Applicant Name Angie Holmes Daytime phone 636-544-8829

Address of Applicant 113 Skyview Ln. Labadie mo 63055

Name of Owner Cowboy's Holdings LLC Daytime phone 314-422-7541

Address of Owner (if different from Applicant) same

Lot: PT10 Klemm      Site Information      LOT: PT9 Klemm

Address or Legal: 906 and 908 Jefferson St.

Current Zoning: Res. Lot Size: 906 <sup>Irr</sup> 52X131      908 <sup>Irr</sup> 52X135

Existing Land Use: \_\_\_\_\_

Proposed Zoning and Intended Use of Property: Commercial - Office w/parking lot

**Surrounding Land Use**

North Commercial - Demko      South Residential

East Residential      West Commercial - Big Boys

To the best of my knowledge and belief, the data in this application and all attachments thereto are true and correct.

Angie Holmes      10/10/2022  
Signature of Applicant      Date

[Signature]      10/10/2022  
Signature of Landowner (if different)      Date

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

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

AN ORDINANCE REZONING 906 & 908 JEFFERSON STREET FROM R-1B SINGLE FAMILY RESIDENTIAL TO C-1 GENERAL COMMERCIAL IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application has been filed with the City of Washington, Missouri to rezone 906 & 908 Jefferson Street to C-1 General Commercial; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, November 21, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The following described property is hereby removed from the R-1B, Single Family Residential District and placed in the C-1 General Commercial.

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

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

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

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

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

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

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

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





JEFFERSON STREET

WAINWRIGHT AVE.

10TH STREET

11TH STREET

ET

RBET

Maxar, Microsoft



November 16, 2022

Mayor & City Council  
City of Washington  
Washington, MO 63090

**RE: File No. 22-1102--Special Use Permit-609 W. Seventh Street-Short Term Renal**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Wednesday, November 16, 2022 the above mentioned Special Use Permit was approved with a 5-2 vote in favor.

Sincerely,

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: November 16, 2022

Re: File #22-1102 – Short Tern Rental – 609 W 7<sup>th</sup> Street

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 609 W 7<sup>th</sup> Street

<b>Adjacent Land Use / Zoning Matrix</b>		
	Existing Land Use	Existing Zoning
North	Single Family	R-1B
South	Multi Family	R-3
East	Single Family	R-1B
West	Single Family	R-1B

**Analysis:**

The applicant is requesting a special use permit to utilize 609 W 7<sup>th</sup> Street for Vacation Rental Dwelling. The structure is currently a single family home in an R-1B Single Family Overlay District. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. There are no existing short term lodging in the vicinity, however there is dense rental property directly across the street. Staff believes the proposal is compatible with other uses in the area.

**Recommendation:**

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwelling at 609 W. 7<sup>th</sup> Street.

6th St.

50'


### Legend

Zoning

ZONING

 R-1B

 R-3

 PARCELS\_WITH\_OWNER

ALLEY

50'

ALLEY

ALLEY

16'  
14'

8th St.

45'

Mapway 12/16/2017

3d 8

6th St.

50'

ALLEY



50'

ALLEY

16'  
14'

ALLEY

8th St.

45'

Maxar - Microsoft

3a

8

20-1102

CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services

405 Jefferson Street • Washington, MO 63090

636.390.1010 Phone • 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

All applications for Special Use Permits must be submitted to the Engineering Department at least 15 working days prior to the second Monday of each month in order to be placed on the agenda for the Planning & Zoning Commission Meeting.

Please Print:

Street Address: 609 West 7th Street Washington, Missouri 63090

Lot: 3 BLK 10 Subdivision: WM Stumpes PID# 10-5-22.0-2-017-451.000

Applicant Name: Marvin + Tamara Byrd Phone: 314-482-7618

Address of Applicant: 337 Prairie Heritage Drive O'Fallon, MO 63368

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

It is proposed that the property be put to the following use: Short-Term Rental

Lot Size: Frontage \_\_\_\_\_ (feet) Depth \_\_\_\_\_ (feet) Number of Stories 2

Number of Units: 1 Number of Off-Street Parking Spaces: 4

Include with this Special Use Permit Application:

- 1. Application Fee of \$150.00 (make check payable to the 'City of Washington')
- 2. Completed Special Use Permit Application
- 3. Plot Plan
- 4. Legal Description of Property
- 5. Building Elevation Plan (for new construction only)

Marvin + Tamara Byrd 10-11-22  
Signature of Applicant Date

Marvin + Tamara Byrd  
Applicant Name Printed

3d

## SPECIAL USE PERMIT EVALUATION CRITERIA

The following criteria are used in evaluating a Special Use Permit Application. It is recommended these criteria be addressed as to their applicability to the proposed Special Use Permit request:

1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.

No significant changes will be made to the appearance of the house.

2. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

The land space occupied by the house will roughly remain the same.

3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.

Our current data tells us that the house will be occupied by guests two weeks out of each month.

4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

There should not be a significant increase in traffic. House rules will dictate that parties are NOT allowed.

5. The added noise level created by activities associated with the proposed use.

We will use technology to make sure guests do not break house rules by holding a party or making loud noises

6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.

Our plan to use the house as a Short-Term Rental Should NOT place a strain on Public Services

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

*There should be no affect on the general appearance of the neighborhood.*

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties, and in terms of presence in the neighborhood.

*Nothing out of the ordinary*

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.

*Nothing out of the ordinary*

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water run-off, and heat generation.

*Nothing out of the ordinary*



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

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

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE  
609 WEST SEVENTH STREET AS A VACATION RENTAL IN THE  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington, Missouri; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, November 21, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: That a Special Use Permit be issued for 609 West Seventh Street for a use as a Vacation Rental.

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

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

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

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

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

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

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

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

6th St.

50'

ALLEY



50'

ALLEY

16'

LLEY

8th St.

45'

Maxor Microsoft

3e

8



November 16, 2022

Mayor & City Council  
City of Washington  
Washington, MO 63090

**RE: File No. 22-1103-Special Use Permit-518 E. Sixth Street-Short Term Renal**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Wednesday, November 16, 2022 the above mentioned Special Use Permit was approved with a unanimous vote in favor.

Sincerely,

*Thomas R. Holdmeier /sr*

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: November 16, 2022

Re: File #22-1103 – Short Tern Rental – 518 E 6<sup>th</sup> Street

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 518 E 6<sup>th</sup> Street

<b>Adjacent Land Use /Zoning Matrix</b>		
	Existing Land Use	Existing Zoning
North	Single Family	R-1B
South	Single Family	R-1B
East	Single Family	R-1B
West	Single Family	R-1B

**Analysis:**

The applicant is requesting a special use permit to utilize 518 E. 6<sup>th</sup> Street for Vacation Rental Dwelling. The structure is currently a single family home in an R-1B Single Family District. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. There is an existing short term lodging home caddy-corner from the subject property. The subject property also has a driveway for off street parking. Staff believes the proposal is compatible with other uses in the area.

**Recommendation:**

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwelling at 518 E. 6<sup>th</sup> Street.





# Legend

- Short\_Lodging
- ▭ PARCELS\_WITH\_OWNER

BUR

50'

VACATED ST.

22-1103

CITY OF WASHINGTON, MISSOURI  
Department of Planning and Engineering Services  
405 Jefferson Street • Washington, MO 63090  
636.390.1010 Phone • 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

All applications for Special Use Permits must be submitted to the Engineering Department at least 15 working days prior to the second Monday of each month in order to be placed on the agenda for the Planning & Zoning Commission Meeting.

Please Print:

Street Address: 518 E 6th St

Lot: \_\_\_\_\_ Subdivision: \_\_\_\_\_ PID# 10-5-22.0-4-004-021.000

Applicant Name: Washington Rentals, LLC Phone: 267-253-4707

Address of Applicant: 611 Arminda Ave, Kirkwood, MO 63122

Owner: Washington Rentals, LLC Phone: 267-253-4707

Owner's Address: 611 Arminda Ave, Kirkwood, MO 63122

Current Zoning: R-1B Single Family Residential Proposed Zoning: R-1B Single Family Residential

It is proposed that the property be put to the following use: Rental unit (short-term and mid-term)

Lot Size: Frontage 66 (feet) Depth 132 (feet) Number of Stories 2

Number of Units: 1 Number of Off-Street Parking Spaces: 2

**Include with this Special Use Permit Application:**

1. Application Fee of \$150.00 (make check payable to the 'City of Washington')
2. Completed Special Use Permit Application
3. Plot Plan
4. Legal Description of Property
5. Building Elevation Plan (for new construction only)

 10/24/22  
Signature of Applicant Date

Zachary Smith  
Applicant Name Printed

## SPECIAL USE PERMIT EVALUATION CRITERIA

The following criteria are used in evaluating a Special Use Permit Application. It is recommended these criteria be addressed as to their applicability to the proposed Special Use Permit request:

1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.

This would be predominantly as a short-term rental (bed and breakfast) and also potentially as a mid-term rental (extended stay; i.e. traveling nurses). This is compatible with the neighborhood as a successful bed and breakfast is located

2. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

This house is comparable to other houses on the street. No additional or new structures are being built, the original exterior size remains the same.

3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.

The home will have strict rules on how the house can be used, including restrictions on noise, parties, etc. Minimal impact on the surrounding area is anticipated.

4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

We would not anticipate any meaningful impact on traffic due to renting the home.

5. The added noise level created by activities associated with the proposed use.

We would not anticipate any meaningful noise level due to renting the home. As mentioned above, we will have strict rules regarding noise.

6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.

We would not anticipate any increased demand for public services or increased risk for fire.



7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

We believe that the general appearance of the neighborhood will be positively impacted, as we purchased the house very run down and have completely rehabbed it while still maintaining the original home exterior design

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties, and in terms of presence in the neighborhood.

We would not anticipate any night lighting besides potentially some patio lighting in the backyard, which will be fenced in.

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.

We are making no changes to the natural layout and landscape of the lot, and will be performing only tasteful landscaping/gardening additions.

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water run-off, and heat generation.

Minimal to no impact expected. The only hard surfaced additions would be the rear patio which is being hardscaped and we may consider paving the driveway in the future. We have already renovated the drainage of the home and lot in accordance

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

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

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE  
518 EAST SIXTH STREET AS A VACATION RENTAL IN THE CITY  
OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington, Missouri; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, November 21, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: That a Special Use Permit be issued for 518 East Sixth Street for a use as a Vacation Rental.

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

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

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

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

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

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

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

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



# Legend

- Short\_Lodging
- ▭ PARCELS WITH OWNER

BUR

50'

VACATED ST



**POLICE**  
CITY OF WASHINGTON

**Washington Police Department**  
Chief Jim Armstrong DSN 256

301 Jefferson Street  
Washington, MO 63090  
Police Dispatch: 636 390-1050  
Direct Line: 636 390-1207  
Fax: 636 390-2455

DATE: November 16, 2022  
TO: Mayor and City Council  
SUBJECT: Drug Task Force Agreement

Honorable Mayor and City Council,

Enclosed is a copy of a cooperative agreement for the Franklin County Narcotics Enforcement Unit for you to review. It was composed by Mr. Piontek and I'm sure he would do a much better job explaining but I'll give it a shot. Long story short, the task force has always operated under a MOU between participating agencies. Recently, it came to light that the task force did not have liability insurance covering both the officers on the task force and the board of directors (Chiefs, prosecuting attorney and Sheriff). That liability was solely on the backs of each individual agencies insurance coverage.

The insurance carrier for the cities of Union, Pacific, and St. Clair, advised they would not cover any liability under the current agreement (MOU). It was determined that a cooperative agreement would suffice to meet that requirement and to obtain liability insurance specifically for the task force. Once the agreement is signed by the participating agencies, the task force is planning to obtain insurance coverage for the board and officers on the task force. According to the City of Washington's carrier, they will continue to cover our own officer's exposure as a participant in the task force. Any coverage obtained by the task force will be another layer of liability protection for all members of the task force including the board. There will be no cost increase for the City of Washington.

Should you have specific questions regarding the agreement or our involvement in the task force, feel free to reach out to me.

Respectfully,

  
Chief Jim Armstrong

ba



FRANKLIN COUNTY NARCOTICS ENFORCEMENT UNIT  
JOINT CONTRACT

Dated as of December \_\_\_\_\_, 2022

FRANKLIN COUNTY NARCOTICS AND VIOLENT CRIMES ENFORCEMENT  
UNIT

This JOINT CONTRACT made and entered into as of the \_\_\_\_ day of December, 2022, by the County of Franklin, Missouri and municipalities of the State of Missouri whose names are subscribed hereto (the “contracting parties”), acting pursuant to the authority conferred upon them by Section 70.260 RSMo. (the “Act”).

WITNESSETH:

WHEREAS, each of the contracting parties provides law enforcement services to the residents and visitors within its political boundaries; and

WHEREAS, the contracting parties desire, pursuant to the provisions of the Act, to create and become parties to a joint contract establishing a joint law enforcement commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, in order to provide for intelligence sharing, enhance resource sharing, ensure cost sharing and non-duplication of effort or expenses, promote professionalism, encourage strong working relationships between local, state, and federal drug enforcement agencies, and provide safer drug free communities to the areas served.

NOW, THEREFORE, the contracting parties agree as follows:

ARTICLE I. EFFECTIVE DATE.

This Joint Contract shall become effective, and the existence of the Commission shall commence when the County of Franklin, Missouri and at least two (2) contracting municipalities have duly executed it.

ARTICLE II. CREATION OF COMMISSION; PURPOSE.

The contracting parties, pursuant to the Act, do hereby create a joint law enforcement commission, as a separate governmental entity, constituting a political subdivision and body public and corporate of the State of Missouri, to be known as the Franklin County Narcotics Enforcement Unit (the “Commission”). The purpose of this Joint Contract and of the Commission created hereby are, generally, to provide for intelligence sharing, enhance resource sharing, ensure cost sharing and non-duplication of effort or expenses, promote professionalism, encourage strong working relationships between local, state, and federal drug enforcement agencies, and provide safer drug free communities to the areas served.

ARTICLE III. DURATION OF JOINT CONTRACT: DISPOSITION OF ASSETS UPON DISOLUTION.

The duration of this Joint Contract and the existence of the Commission shall be perpetual unless sooner terminated by a vote evidenced by resolution of the governing bodies of at least three-fourths of the contracting parties, provided, however, that this Joint Contract and the existence of the Commission may not in any event be terminated so long as the Commission has any bonds, notes, or other obligations outstanding unless sufficient funds have been set aside irrevocably in trust to satisfy all the outstanding bonds, notes, or other obligations of the Commission.

Upon termination of the existence of the Commission the property and assets of the Commission shall be divided and distributed among the County of Franklin, Missouri and the municipalities which are then parties to this Joint Contract in proportion to their respective populations.

#### ARTICLE IV. WITHDRAWAL.

Any contracting party may withdraw from the Commission upon giving one year's written notice to the Commission, evidenced by resolution of its governing body, and payment of all amounts in arrears for assessments; provided, that if the Commission, prior to the giving of such notice, shall have incurred indebtedness in conformity with article XII which matures after the effective date of the notice of withdrawal, the withdrawal shall not become effective until such indebtedness shall have been paid by the Commission, or until sufficient funds have been set aside irrevocably in trust to satisfy such indebtedness, or, in the alternative, until the withdrawing contracting party shall have paid to the Commission its pro rata portion thereof, or until sufficient funds have been set aside irrevocably in trust to satisfy such portion. Any contracting party that withdraws from the Commission shall thereby forfeit any ownership interest in any assets of the Commission and shall not be entitled to any property or assets of the Commission. Any contracting party that has given notice of withdrawal shall not be obligated for new indebtedness after giving such notice.

#### ARTICLE V. AMENDMENT.

This Joint Contract may be altered or amended by the affirmative vote of the governing bodies of the County of Franklin, Missouri and of each and every contracting municipality.

#### ARTICLE VI. ADDITIONAL CONTRACTING PARTIES.

Additional municipalities of the State of Missouri, which are cities in Franklin County, Missouri may become additional contracting parties of the Commission under this Joint Contract pursuant to a supplement to this Joint Contract.

Such supplement shall be executed by the applying additional contracting party, who shall ratify and adopt, and agree to be bound by, the Joint Contract and shall become effective when it has been approved by a two-thirds majority vote of the directors of

Commission voting on the question of the approval of such supplement at a regular meeting of the Commission's Board of Directors or at a special meeting called for such purpose, and has been executed on behalf of the Commission's Board of Directors.

#### ARTICLE VII. BOARD OF DIRECTORS.

- a) Duties. The business and affairs of the Commission shall be governed by a Board of Directors (the "Board") in which shall be vested all of the powers vested in the Commission by this Joint Contract. The Board shall have the powers, duties and obligations set forth herein and in the Act, which duties shall include the obligation to comply or to cause compliance with the Act and with each and every term, provision, and covenant in this Joint Contract on the part of the Commission to be kept or performed. The Board shall have the power to adopt rules and regulations, not inconsistent with this Joint Contract or the law of Missouri, for the management, administration and regulation of the business and affairs of the Commission.
- b) Number. The Board shall consist of one Director from the County of Franklin, Missouri Sheriff's Office and the Chief of Police from each contracting municipality that is a party hereto. The Prosecuting Attorney of Franklin County shall be an ex-officio member of the Board and shall be a non-voting member.
- c) Appointment. The Sheriff of Franklin County shall appoint the Chief Deputy as an alternate and the governing body of each of the contracting municipalities shall appoint by resolution or ordinance the Chief of Police and Assistant Chief of Police as an alternate. The Chief of Police and Assistant Chief of Police shall be certified by the Missouri POST Commission. A certified copy of such resolution or ordinance shall be provided to the Commission that shall constitute the qualification of such director and /or alternate. An alternate may attend and vote at meetings of the Board and the Executive Committee when the Director for whom he is an alternate does not attend and in such event the alternate shall be counted for the purpose of establishing a quorum. Initial appointments shall be made at the time the governing body of a contracting party authorizes the execution and delivery of this Joint Contract or supplement hereto in the case of an additional contracting party.
- d) Term. The term of each Director and alternate so appointed shall continue at the discretion of the contracting party which appointed him or them and until his successor shall be appointed and qualified. A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal or disability, shall be filled within 45 days from the date the vacancy occurs by appointment by the governing body of the contracting party which appointed the Director and alternate with respect to whom the vacancy occurred, except as otherwise provided by law. Directors and alternates may be reappointed.



- e) Removal. Any Director and alternate may be removed, with or without cause, at any time by the governing body of the contracting municipality that appointed such Director or alternate.
- f) Compensation. The Directors and alternates shall serve without compensation, but their travel and incidental expenses incurred on the business of the Commission shall be reimbursed in such reasonable amounts as the Board may determine.
- g) Executive Committee. The Board shall have the power, by resolution, to appoint an Executive Committee of five or more members of the Board, two of who shall be the Chairman and the Secretary of the Board. The Executive Committee shall hold office at the pleasure of the Board and shall exercise such powers of the Board as the Board may by resolution legally delegate to it; and it may be given the responsibility for the general direction and management of the Commission when the Board is not in session. The Executive Committee shall make rules for calling of its meetings and the conduct of its business. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of its business. Any action taken by the Executive Committee may be vetoed within thirty days of such action by the Board. A record of all business transacted at the meetings of the Executive Committee shall be kept by the Secretary and preserved with the minutes of the meetings of the Board.
- h) Accounting and Audits. The Board shall establish and maintain an appropriate accounting system. A complete audit shall be made of the Commission's accounts, books, and financial conditions as soon as practicable after the close of each fiscal year, and a report thereon shall be submitted to the Board and to the governing body of each contracting municipality.'
- i) Officer in Charge. The Sheriff shall appoint the Officer in Charge ("OIC") who shall have the responsibility for the day-to-day operations of the Commission's activities, subject to the direction, policies, rules and regulation adopted by the Board, not inconsistent with this Joint Contract or the law of Missouri. Therefore, the OIC shall be the title used to make reference to that OIC regardless of individual titles or rank.

ARTICLE VIII. MEETINGS.

- a) Organizational Meeting. The Board shall, promptly following the appointment of its directors, meet, organize and elect a Chairman who shall be the Franklin County Sheriff, Vice-Chairman, Secretary, and Treasurer, and conduct such other business as it deems necessary. Promptly following the organizational meeting, the Secretary shall notify the contracting parties in writing of the organization of the Commission.
- b) Annual Meetings. An annual meeting of the Board shall be held within the first 90 days in each calendar year, at such place within the State of Missouri as shall be designated in the notice of the meeting, to elect officers, to pass upon reports for the preceding fiscal year, and to transact such other business as may come before the meeting. Failure to hold the annual meeting in any year shall not cause a forfeiture or dissolution or otherwise affect the Commission.
- c) Regular Meetings. The Board may, from time to time, provide by resolution for the time and place for the holding of any regular meetings without notice to the Directors other than such resolution. Such regular meetings shall in any event be held not less frequently than once each \_\_\_\_\_ month(s). Failure to hold regular meetings shall not cause a forfeiture or dissolution or otherwise affect the Commission.
- d) Special Meetings. Special meetings of the Board may be called by the Chairman or upon written request signed by not less than three directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board shall be held at such time and place as shall be fixed by the Chairman or by such Directors.
- e) Notice of Meetings. Written notice of the annual or of any special meeting of the Board shall be delivered to each director not less than three, nor more than 30 days, before the date fixed for such meeting, either personally, by telephone, or by regular mail, by or at the direction of the Secretary or, upon his default, by any Director. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mails addressed to the Director at his address as it appears on the records of the Board, with postage thereon prepaid.
- f) Waiver of Notice. Whenever any notice is required to be given to any Director under the provisions of law or this Joint Contract, a waiver thereof in writing signed by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a director or alternate at any meeting of the board shall constitute a waiver of notice by such director of such meeting except when such director or alternate attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- g) Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business at any annual, regular or special meeting of the

Board. The act of the majority of the directors at which a quorum is present shall be the act of the Board. In the event that a quorum is not present, a majority of the directors present may adjourn the meeting from time to time, provided that the Secretary shall notify any absent directors of the time and place of such adjourned meeting.

#### ARTICLE IX. OFFICERS.

- a) Officers. The officers of the Commission shall be a Chairman who shall be the Franklin County Sheriff, Vice-Chairman, Secretary, and Treasurer, and such other officers and assistant officers as may be authorized by the Board from time to time to perform such duties as may be approved by the Board. The Chairman, Vice-Chairman, Secretary, and Treasurer shall be directors, but other officers need not be directors. The duties, terms of employment, and compensation of all officers, agents and employees of the Commission shall be fixed by the Board; provided, however, that no director, alternate or employee of a contracting party shall receive any compensation, but they shall be reimbursed for expenses. Any two offices may be held by the same director, except Chairman and Secretary.
- b) Initial Election of Officers. At the organizational meeting of the Commission, the directors shall elect a Chairman who shall be the Franklin County Sheriff, Vice-Chairman, Secretary, and Treasurer who shall serve as such officers of the Commission until the next succeeding annual meeting of the Commission and until their successors are elected and qualified.
- c) Regular Elections and Term of Office. The officers shall be elected annually by the Board at the annual meeting of the Board. Officers may be re-elected. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Vacancies or new offices may be filled at any meeting of the Board. Each officer shall hold office until the next succeeding annual meeting of the Board or until his successor shall be elected and qualified, whichever is later.
- d) Removal. Any officer, employee or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Commission will be served thereby.
- e) Duties of Officers. In addition to such duties designated by the Board, the duties of the officers shall include the following:

Chairman: The Chairman shall preside at all meetings of the Board and, except as otherwise delegated by the Board, shall execute all legal instruments of the Commission. The Chairman shall be the principal executive officer of the Commission with full responsibility for the planning, operations and administrative affairs of the Commission and the coordination thereof pursuant to policies and programs approved by the Board from time to time and shall perform such other duties as the Board may prescribe.

Vice-Chairman: The Vice-Chairman, in the absence of the Chairman, or in the event of his inability or refusal to act, shall perform the duties of the Chairman and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairman shall also perform such other duties as may be prescribed by the Board from time to time.

Secretary: The Secretary shall maintain the official records of the Commission, including this Joint Contract, the minutes of meetings of the Board and of the Executive Committee, and a register of the names and addresses of directors and officers, and shall issue notice of meetings, and may attest and affix the corporate seal to all documents of the Commission. The Secretary shall perform such other duties as the Board may prescribe from time to time.

Treasurer: The Treasurer shall serve as the financial officer of the Commission and shall be responsible for the receipt, custody, investment and disbursement of the Commission's funds and securities, and he shall perform such other duties as the Board may, from time to time, prescribe.

#### ARTICLE X. GENERAL POWERS

The general powers of the Commission shall be the powers set forth in the Act and shall include the power to:

- a) To sue and be sued in its corporate name;
- b) To take and hold any property, real or personal, in fee simple or otherwise;
- c) To sell, lease, lend or otherwise transfer any property or interest in property owned by it;
- d) To make contracts;
- e) To have and use a corporate seal; and
- f) To issue bonds, notes or other evidence of indebtedness, in its own name, on behalf of the County of Franklin, Missouri and the municipalities that are parties to the joint contract; subject, however, to any requirements for voter approval as may be imposed by law on any of the contracting municipalities or political subdivisions.

#### ARTICLE XI. OPERATION.

The Commission shall provide for intelligence sharing, enhance resource sharing, ensure cost sharing and non-duplication of effort or expenses, promote professionalism,

encourage strong working relationships between local, state, and federal drug enforcement agencies, and provide safer drug free communities to the areas served.

#### ARTICLE XII. FINANCING OF PROJECTS

The Commission may finance any of its equipment and material in such manner as the Board shall authorize by resolution, which may include grants or loans from any governmental agency, or from any commercial lending institutions. Indebtedness of the Commission shall not be the debts, liabilities or obligations of the County of Franklin, Missouri and of the contracting municipalities and neither the faith and credit nor the taxing power of the contracting parties shall be pledged to the payment of such indebtedness.

#### ARTICLE XIII. ANNUAL BUDGET.

The Board shall prepare and submit to the County of Franklin, Missouri and to each contracting municipality, not later than 60 days prior to the commencement of each fiscal year, other than the initial fiscal year, an itemized annual budget which shall set forth in reasonable detail the estimated receipts and expenditures relating to the Commission for such year.

The Board may amend the annual budget at any time during the fiscal year.

#### ARTICLE XIV. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

No director shall be personally liable for any actions or procedures of the Board. Each director and officer of the Commission, whether or not then in office, shall be indemnified by the Commission against all costs and expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his being or having been such director or officer., except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful or wanton negligence or misconduct in the performance of duty. Such costs and expenses shall include amounts reasonably paid in settlement of the purpose of curtailing the costs of litigation, but only if the Commission is advised in writing by its counsel that in his opinion the person indemnified did not commit such willful or wanton negligence or misconduct in the performance of duty. The foregoing right of indemnification shall not be exclusive of other rights to which such director or officer may be entitled as a matter of law or by agreement.

#### ARTICLE XV. PRINCIPAL PLACE OF BUSINESS.

The principal place of business of the Commission shall be at #1 Bruns Lane, Union, Missouri, until such time as the Board shall determine otherwise.

#### ARTICLE XVI. SEAL

The corporate seal of the Commission shall be in the form of a circle and have inscribed thereon the name of the Commission and the words "Corporate Seal", together with such insignia, if any, as the Board may authorize.

#### ARTICLE XVII. CONTRACTS.

Except as otherwise provided by law, the Commission may authorize any officer, agent or employee to enter into any contract, or to execute and deliver any instrument, in the name and on behalf of the Commission.

#### ARTICLE XVIII. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for payment of money, and all bonds or other evidences of indebtedness issued in the name of the Commission, shall be signed by such officer or officers, agents, or employees of the Commission and in such manner as shall from time to time be determined by the resolution of the Board of Directors of the Commission.

#### ARTICLE XIX. FISCAL YEAR.

The fiscal year of the Commission shall commence on the first day of the month immediately following the effective date of this Joint Contract. The Board may change the fiscal year.

#### ARTICLE XX. INTEREST OF CONTRACTING PARTIES.

Subject to Article IV hereof, the ownership interest of the County of Franklin, Missouri and of each contracting municipality shall be determined in the same proportion as set forth in Article III for determining the distribution of assets upon termination of the Commission.

#### ARTICLE XXI. SERVICES OF CONTRACTING PARTIES.

In the performance of its duties, the Board may utilize the service of any officer or employee of the County of Franklin, Missouri or of a contracting municipality with the approval of the governing body of the County of Franklin, Missouri or of such contracting municipality, provided, however, that said contracting party may bill the Commission for and the Commission shall pay, the reasonable cost of said services.

#### ARTICLE XXII. INFORMATION FROM CONTRACTING PARTIES.

Upon the request of the Commission, elected and appointed officers and employees of the County of Franklin, Missouri and of each contracting municipality shall promptly furnish information, statistics and reports under their control to the Commission and shall otherwise cooperate with the Commission.

ARTICLE XXIII. NOTICES.

Any formal notice, demand or request provided for in this Joint Contract shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons and at the addresses provided in writing to the Commission.

ARTICLE XXIV. SEVERABILITY.

In the event that any of the terms, covenants or conditions of this Joint Contract or their application shall be held invalid as to any person, corporation or circumstance by any court having jurisdiction, the remainder of this Joint Contract and the application and effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

ARTICLE XXV. DUPLICATE ORIGINALS.

This Joint Contract may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County of Franklin, Missouri and the contracting municipalities have caused this Joint Contract to be executed as of the day and year first above written.

\_\_\_\_\_  
Tim Brinker, Presiding Commissioner

\_\_\_\_\_  
Todd Boland, First District Commissioner

\_\_\_\_\_  
Dave Hinson, Second District Commissioner

\_\_\_\_\_  
Attest: Tim Baker, County Clerk

(SEAL)

City of Washington, Missouri

\_\_\_\_\_  
, Mayor

(SEAL)

Attest:

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



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

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

AN ORDINANCE ACCEPTING THE QUOTE FROM ALEX AIR APPARATUS AND TO APPROVE THE PURCHASE OF A BATTERY OPERATED EXTRICATION TOOL

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 a quote from Alex Air Apparatus in an amount totaling Twelve Thousand Seven Hundred and Ninety Eight Dollars (\$12,798.00) for the purchase of a Battery Operated Extrication Tool. A copy of said quote is marked as Exhibit A and is attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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



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

### QUOTE

Date	Customer PO
10/6/2022	

BILL TO
City of Washington Fire District  Washington, Missouri

SHIP TO
Billy

S.O. #	Promise Date	Terms	Sales Rep
		N30	Billy Hurt

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
	ORDER	273823000-9	Hurst eDraulic SC358 E3 Combination Tool Package with (2) 9.0 Ah Batteries & (1) Charger	\$12,798.00	

\*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX  
 \*FREIGHT PREPAID & ADDED  
 \*F.O.B SHIPPING POINT  
 \*THIS IS NOT AN INVOICE

SHIPPING: SUB: TAX: TOTAL: \$12,798.00

*Tax Rate*

\_\_\_\_\_  
Authorized Signature of Approval

7a



**City of Washington Fire Department**  
200 E. Fourteenth Street, Washington, MO 63090

[www.washmofire.org](http://www.washmofire.org)

Phone 636-390-1020 [www.washmo.gov](http://www.washmo.gov)

*Professional Volunteer Service Since 1852*



November 2, 2022

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

RE: Extrication Tool

Dear Honorable Mayor and City Council:

Attached you will find an ordinance to move forward with the purchase of a battery operated extrication tool. This is a budgeted item in the 2022/23 annual budget.

Bids were received from Sentinel Emergency Solutions from St. Louis County and Alex Air Apparatus from Alexandria, Minnesota which are the only two dealers in Missouri. Alex Air has a long standing relationship with Washington Fire Department for sales and service. The bid from Alex Air is \$287.84 higher at \$12,798.00. Alex Air Apparatus has a sale representative and service person located in Jefferson City, MO that has provided stellar service for the Hurst vehicle extrication equipment in the fire department fleet for over 20 years. Presently, a primary pump has mechanical issues and Alex Air has loaned a complete set of full sized battery operated tools at no cost while the pump is being repaired. Though higher, Alex Air Apparatus is recommended as the vendor based on the long standing relationship as the extrication tool service provider.

The bid for a Hurst hydraulic combination spreader/cutter extrication tool including two batteries and charger for \$12,798.00. This is the department's fourth such tool added to expand the rescue capabilities which completes the fleet standardization.

This is a budgeted item in the fire department capital budget. It is below the \$13,000 that was budgeted for this item. A sister to this tool has been used twice in the last month for minor extrications within the city limits.

If you have any questions, please let me know.

Respectfully,

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

Tim Frankenberg, CFPS, CSP  
Fire Chief

7a



11897 Co. RD 87 SE  
 Alexandria, MN 56308  
 Phone: 800-264-2320  
 Fax: 320-763-9077  
 Email: [orders@alexairapparatus.com](mailto:orders@alexairapparatus.com)  
 Web Site: [www.alexairapparatus.com](http://www.alexairapparatus.com)

**QUOTE**

Date	Customer PO
10/6/2022	

BILL TO
City of Washington Fire District  Washington, Missouri

SHIP TO
Billy

S.O. #	Promise Date	Terms	Sales Rep
		N30	Billy Hurt

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
	ORDER	273823000-9	Hurst eDraulic SC358 E3 Combination Tool Package with (2) 9.0 Ah Batteries & (1) Charger	\$12,798.00	

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

\*FREIGHT PREPAID & ADDED

\*F.O.B SHIPPING POINT

\*THIS IS NOT AN INVOICE

SHIPPING: SUB: TAX: TOTAL: \$12,798.00

Tax Rate

\_\_\_\_\_ Authorized Signature of Approval



**SENTINEL EMERGENCY SOLUTIONS**  
**2900 TELEGRAPH RD.**  
**ST. LOUIS MO 63125**

sales@sentineles.com  
 800.851.1928  
 314.939.1999

# PROPOSAL

Date	Quote #
11/3/2022	7076

<b>Bill To:</b>
WASHINGTON F.D. P.O. BOX 28 WASHINGTON, MO 63090

<b>Ship To</b>
Washington Fire Department 200 E 14th Street Washington, MO 63090

<b>Terms</b>	<b>Rep</b>	<b>Proposal Good Throu...</b>	<b>Freight</b>	<b>Submitted by</b>
Net 20	CH	30 days	Included	CH

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	273823000-9	Hurst	SC 358 E3 Combi 9Ah Package - (Includes SC 358 E3 Combi, (2) 9Ah batteries, (1) 110V Charger)	12,510.16	12,510.16

**THANK YOU for the opportunity to quote this.**  
**We appreciate your business.**

<b>Total</b>	<b>\$12,510.16</b>
--------------	--------------------

7a

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A QUOTE FROM DRY FORK STEEL & SUPPLY, LLC FOR THE PURCHASE OF AN ALUMINUM THREE-RAIL PERIMETER FENCE FOR PHOENIX PARK PLAYGROUND

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 a quote from Dry Fork Steel & Supply, LLC in an amount totaling Twenty Eight Thousand Four Hundred Eleven Dollars and No Cents (\$28,411.00) for the purchase of an aluminum three-rail perimeter fence for Phoenix Park Playground. A copy of said quote is attached and is 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

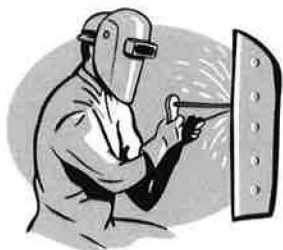


Exhibit A

DRY FORK STEEL & SUPPLY, LLC

1360 Hwy. CC, Bland, MO 65014

Phone: (573) 417-0511

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

[info@dryforksteel.com](mailto:info@dryforksteel.com)

November 14, 2022

Wayne Dunker, Director  
Parks & Recreation  
City of Washington  
Washington, MO 63090  
Email: [wdunker@washmo.gov](mailto:wdunker@washmo.gov)

RE: Quote – Phoenix Playground

Pricing to include 294' of Ameristar 3-rail 4' tall Montage Plus fence with 3" air gap and 12 ga. Posts for extra strength. With 3- 5' walk gates and 1 – 10' drive gate. Labor, material and installation included.

Total: \$28,411.00

Sincerely,

Nick Dozier  
Dry Fork Steel & Supply, LLC

---

Accepted By

---

Date



November 21, 2022

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

RE: Bid Recommendation – Phoenix Park Playground Fence

Honorable Mayor and City Council,

The final piece of the Phoenix Park Playground project, which was installed earlier this year, is the installation of a perimeter fence to help prevent children from running into the parking lot and from wondering down the embankment into the retention pond. Staff bid out the fence project and received three bids. Bidders were Washington Fence Co. (\$32,866.20), Diamond Fence LLC of Potosi, MO (\$30,348.00) and Dry Fork Steel & Supply LLC of Bland, MO (\$28,411.00). The project includes 4 foot tall 3-rail aluminum fencing, 4 gates and labor for installation. The project is under the budgeted amount of \$30,000.00. The project is anticipated to be complete by mid-January but is weather dependent.

**Staff recommends that City Council consider the approval of Dry Fork Steel & Supply LLC's bid in the amount of \$28,411.00 for materials and installation of a 4 foot tall, 3 rail aluminum perimeter playground fence at Phoenix Park.**

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

Respectfully,

*Wayne Dunker*

Wayne Dunker MA, CPRP  
Director of Parks & Recreation



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY, WEST FARGO, NORTH DAKOTA, FOR THE PURCHASE OF A T770 T4 BOBCAT COMPACT TRACK LOADER WITH 18" PLANER/MILLER

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

SECTION 1: The Mayor is hereby authorized and directed to execute a sales contract with Clark Equipment Company dba Bobcat Company, West Fargo, North Dakota, in an amount totaling Ninety-Nine Thousand, Seven Hundred Ninety Three Dollars, and Three Cents (\$99,793.03) for the purchase of a T770 T4 Bobcat Compact Track Loader with 18" Planer/Miller. 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 \_\_\_\_\_, 2022, by and between Clark Equipment Company dba Bobcat Company, 250 E. Beaton Dr, West Fargo, North Dakota, 58078, herein referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one T770 T4 Bobcat Compact Track Loader with 18" Planer/Miller.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one T770 T4 Bobcat Compact Track Loader with 18" Planer/Miller for payment in the total sum of Ninety-Nine Thousand Seven Hundred Ninety Three Dollars and Three Cents (\$99,793.03).

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



November 4, 2022

RE: Recommendation – Use Missouri NASPO Construction-CC190249002 bid program for the purchase of a T770 T4 Bobcat Compact Track Loader with Accessories (Planer/Miller & Snow Plow Blade) for the Street Department

Honorable Mayor and City Council,

As you may be aware, before making a determination to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it has been determined that the 2017 T740 Skid Steer with bucket could be reutilized at the Landfill, where we often have to borrow or rent a skid steer to clean out check dam, leachate repairs, and finish grading. The Street Department has budgeted \$95,000 for a new Skid Steer, \$15,000 for Planer/Miller, and \$10,000 for a Snow Plow Blade, for a total budgeted amount of \$120,000. The Skid Steer & Planer/Miller are on one quote for \$99,793.03, and the Snow Plow Blade is on a separate quote for \$12,500, totaling \$112, 293.03, (\$7,706.97 under budget). This Skid Steer comes with two new buckets and a fork attachment, which are compatible with all City department's equipment.

The old 2005 14" Planer/Miller would be utilized as a backup and for smaller operations. This purchase was approved last year and the identical planer was ordered. When it showed up it had a couple design changes that seemed unsafe to us, so we chose the larger 18" Planer this year that had the safety items we required.

We would use the new Snow Plow Blade to clean snow from the City Parking Lots and Downtown Business District streets.

I am recommending that the City of Washington contract with Clark Equipment Company dba/Bobcat Company under the Missouri NASPO Construction-CC190249002 bid program for the purchase of a T770 T4 Bobcat Compact Track Loader & Planer/Miller as quoted in the amount of, \$99,793.03. Contract with Bobcat of St. Louis for the purchase of the Snow Plow Blade as quoted for \$12,500, which is all under budget. And the 2017 T740 Bobcat Skid Steer be transferred to the Landfill

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,

A handwritten signature in black ink, appearing to read "Tony Bonastia".

Tony Bonastia  
Street Superintendent

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH BOBCAT OF ST. LOUIS, VALLEY PARK, MISSOURI, FOR THE PURCHASE OF A VIRNIG V60 HSBP144 SNOW PLOW BLADE/PUSHER

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

SECTION 1: The Mayor is hereby authorized and directed to execute a sales contract with Bobcat of St. Louis, Valley Park, Missouri, in an amount totaling Twelve Thousand, Five Hundred Dollars, and Zero Cents (\$12,500.00) for the purchase of a VIRNIG V60 HSBP144 Snow Plow Blade/Pusher. 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: \_\_\_\_\_

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

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

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

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

**Exhibit A**

**SALES CONTRACT**

This Sales Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Bobcat of St. Louis, 401 West Outer Rd, Valley Park, Missouri 63088-2031, herein referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one VIRNIG V60 HSBP144 Snow Plow Blade/Pusher.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one VIRNIG V60 HSBP144 Snow Plow Blade/Pusher for payment in the total sum of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00).

The contract documents shall consist of the following:

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

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

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

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

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

SELLER:

CITY:

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

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

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

7d



November 4, 2022

RE: Recommendation – Use Missouri NASPO Construction-CC190249002 bid program for the purchase of a T770 T4 Bobcat Compact Track Loader with Accessories (Planer/Miller & Snow Plow Blade) for the Street Department

Honorable Mayor and City Council,

As you may be aware, before making a determination to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it has been determined that the 2017 T740 Skid Steer with bucket could be reutilized at the Landfill, where we often have to borrow or rent a skid steer to clean out check dam, leachate repairs, and finish grading. The Street Department has budgeted \$95,000 for a new Skid Steer, \$15,000 for Planer/Miller, and \$10,000 for a Snow Plow Blade, for a total budgeted amount of \$120,000. The Skid Steer & Planer/Miller are on one quote for \$99,793.03, and the Snow Plow Blade is on a separate quote for \$12,500, totaling \$112, 293.03, (\$7,706.97 under budget). This Skid Steer comes with two new buckets and a fork attachment, which are compatible with all City department's equipment.

The old 2005 14" Planer/Miller would be utilized as a backup and for smaller operations. This purchase was approved last year and the identical planer was ordered. When it showed up it had a couple design changes that seemed unsafe to us, so we chose the larger 18" Planer this year that had the safety items we required.

We would use the new Snow Plow Blade to clean snow from the City Parking Lots and Downtown Business District streets.

I am recommending that the City of Washington contract with Clark Equipment Company dba/Bobcat Company under the Missouri NASPO Construction-CC190249002 bid program for the purchase of a T770 T4 Bobcat Compact Track Loader & Planer/Miller as quoted in the amount of, \$99,793.03. Contract with Bobcat of St. Louis for the purchase of the Snow Plow Blade as quoted for \$12,500, which is all under budget. And the 2017 T740 Bobcat Skid Steer be transferred to the Landfill

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,

A handwritten signature in black ink, appearing to read "Tony Bonastia".

Tony Bonastia  
Street Superintendent

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE MAINTENANCE SERVICES AGREEMENT FROM RCC INC. DBA RADIO COMM COMPANY FOR THE PREVENTATIVE MAINTENANCE OF WASHINGTON'S RADIO FLEET, TOWER REPEATER AND BASE STATIONS

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 services agreement from RCC Inc. dba Radio Comm Company for the preventative maintenance of Washington's Radio Fleet, Tower Repeater and Base Stations. A copy of said maintenance services agreement is attached hereto and marked as Exhibit A.

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

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

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

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

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

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

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

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

Exhibit A

**MAINTENANCE SERVICES AGREEMENT**

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter the "Agreement") is entered into on the 21st day of November, 2022 (hereinafter the "Effective Date")

BETWEEN:                   RCC Inc. d/b/a Radio Comm Company  
                                  3057 Highway A  
                                  Washington, MO 63090  
                                  (Hereinafter referred to as "RCC")

AND:                         City of Washington  
                                  405 Jefferson Street  
                                  Washington, MO 63090  
                                  (Hereinafter referred to as "Washington" and "Customer")

(RCC and Washington are collectively referred to herein as the "Parties" or may individually be referred to as the "Party.")

**MAINTENANCE SERVICES**

RCC hereby agrees to provide Washington with the services outlined below. This contract supersedes all previous agreements between RCC and Washington.

**MONTHLY CONTRACT MAINTENANCE**

- Customer will receive an annual allocation of 144 pre-paid hours which have been pro-rated because of this consideration at \$70.00 per hour instead of our normal field rate of \$95 per hour. The time utilized for any maintenance actions will be "debited" from your pool and itemized for accounting and auditing purposes.
- Once a month, the Customer will be provided a description of the previous month's work and a running tally of the labor performed year-to-date.
- If Customer exceeds their pre-paid pool of hours (on an annual basis), they will be charged the normal applicable rate above and beyond this amount.
- Customer has elected to pay the \$250 per incident "Extended Service Option." This flat fee will be levied for all responded to emergency service requests and work performed outside of normal business hours Monday through Friday, 8 AM to 5 PM. Scheduled work that starts within business hours will NOT be charged this fee if work extends past these hours. For emergency requests, customer will be invoiced \$250 upon completion of said work and will have N45 terms to remit payment.
- This contract is for a period of 1 year. All monies due and contractual payments must be remitted within this time frame. Customer will be allowed to carry over unused hours for a period not-to-exceed 1 year past the termination of this contract.



#### RCC OBLIGATIONS

- RCC will service and maintain Washington's radio fleet, tower repeater, and base stations.
- Provide all labor associated with the scope of work defined in this agreement including pick up & drop off applicable equipment to/from Customer's location.
- Provide accurate documentation on all modifications/repairs performed and to provide timely feedback to Customer.
- RCC will respond within sixty minutes after being paged, to the Customer via phone for initial contact and for further evaluation of the situation.
- RCC will make every attempt to be on-site within 2 hours for all serious maintenance concerns once it is determined necessary to do so.
- RCC will provide labor to correct all normal electronic equipment failure. RCC will not cover any "non-normal" damage (physical, liquid, lightning or other types of incidental damage.)
- RCC agrees that it is responsible for the quality of work performed under this agreement and that it attests that all work will be performed to the highest possible level of workmanship and quality.

#### EQUIPMENT COVERED

This agreement will cover any customer equipment or service requests within the scope of this agreement. This includes preventative maintenance, inspections, corrective maintenance, programming or any related work request. Specific equipment examples this can be applied to are: base stations, repeaters, subscriber units, and tower site hardware. Additionally, this agreement can be applied to future communications efforts and initiatives within the scope of RCC's service offerings and capabilities.

#### EQUIPMENT NOT COVERED

There are no restrictions on equipment inventories under these terms. However, there are restrictions on after-hours or emergency callouts. For each incident where RCC is required to respond after hours or in the event of an emergency, a \$250 flat fee will be levied (per each episode.) This will be in addition to the normal use of the contract accrued maintenance hours.

### **CUSTOMER RESPONSIBILITIES**

RCC will expect certain tasks and responsibilities to be handled necessarily by the customer. The following is a list of items that should be handled by the Washington:

- Furnish accurate information on specific complaints, to RCC, in writing when required.
- Provide a single point of contact to interface with and who has the authority to expedite action requests.
- To promptly notify RCC personnel when they become aware of service related issues.
- To provide access to all areas where equipment, spare parts, and all associated hardware resides.
- Customer agrees that RCC has the right to suspend any requests for service under the terms of this contract, if any customer payments are more than 60 days past due.
- Customer is responsible for keeping RCC apprised of associated work in progress and any and all circumstances that could impact, or have effect on, system maintenance whether deemed inconsequential or not.

### **PAYMENT**

As set out in this Agreement, the Parties each acknowledge that Washington shall pay to RCC a fee totaling \$10,800.00 for the above mentioned maintenance services. This fee is based on a one year agreement from the date of execution, which shall be paid monthly in 12 consecutive payments of \$840.00 with the first payment due upon execution of this agreement. Also, in the event of emergency call-out or after hours work, Washington shall agree to pay \$250.00 per incident for this consideration. A late charge of one and a half percent (1.5%) per month will apply for any overdue amount that is unpaid thirty (45) days after the date of an invoice.

### **FORCE MAJEURE**

Neither Party shall be deemed to be in default nor be held responsible for any delays or failures resulting from an event of the following:

- Acts of God, explosion, flood, lightning, fire, epidemic or accident
- War, hostilities, invasion, act of foreign enemies
- Rebellion, revolution, insurrection, terrorist act, riot, civil commotion or disorder
- Strikes, lock-outs or other industrial actions or trade disputes of whatever nature
- Any cause or circumstances whatsoever beyond the Parties' reasonable control

### **TERM & TERMINATION**

This Agreement shall come into force as of the Effective Date and shall run for a total period of twelve (12) months (the "Initial Term".) This Agreement will automatically renew for an additional 12 month term unless terminated by either party, in writing, thirty (30) days prior to the end of the current term. Each successive renewal term is subject to a 3% increase in the hourly labor rate.

In the event of insolvency, bankruptcy or liquidation of either Party, this Agreement may be terminated forthwith by the other Party by notice in writing. In addition, either Party shall have the right to

terminate this Agreement upon thirty (30) days written notice for significant and documentable non-performance of responsibilities.

**LIMITATION OF LIABILITY**

In no event will RCC be liable for any indirect, incidental, special, consequential, punitive, exemplary or similar or additional damages incurred or suffered including loss of profits, loss of revenues, loss of data, loss of business information, loss of goodwill, loss of expected profits or expected savings, or business interruption arising out of or in connection with this Agreement, or other services furnished hereunder, even if RCC has been advised or is aware of the possibility of such damages.

**ASSIGNMENT**

Except as otherwise provided herein, neither Party may assign any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party which shall not be unreasonably withheld or unduly delayed.

This Agreement shall endure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

The Parties have executed this Agreement and do each hereby warrant and represent that their respective signatory whose signature appears below is, on the date of this Agreement, duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**RCC Inc.**

**City of Washington**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

7e



**To:** Honorable Mayor and City Council  
**From:** Kevin Quaethem, Public Works Superintendent  
**Date:** 11/21/2022  
**Subject:** RCC Inc. Maintenance Agreement

Mayor and Council,

RCC takes care of all of the radio fleet for the field vehicles and have been working with RCC for several years. After reviewing the expired previous agreement, staff felt that it was time to revisit this and make any changes that seemed appropriate. In the review, it showed that the City was not using the allotted 180 hours in the expired agreement. Staff made the decision to reduce the allotted hours to 144, which reduced the annual cost by \$900.00 dollars.

The agreement also extends the late charge from 30 days to 45 days to help in the payment cycle, which will avoid late penalties.

The Board of Public Works gave approval and staff is asking for your approval to proceed.

Thank You,

Kevin Quaethem

A handwritten signature in black ink, appearing to read "Kevin Quaethem", is written over a light blue horizontal line.

Public Works Superintendent

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE PREVENTATIVE MAINTENANCE AGREEMENT FROM VANDEVANTER ENGINEERING FOR THE MAINTENANCE OF WASHINGTON'S WASTEWATER COLLECTION LIFT STATIONS

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 preventative maintenance agreement from Vandevanter Engineering for the maintenance of Washington's Waste Collection Lift Stations. A copy of said preventative maintenance agreement is attached hereto and marked as Exhibit A.

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

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

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

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

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

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

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

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



**Proposal No. OP-531781R1  
November 7, 2022**

**City of Washington, Mo**

**- Annual Preventative Maintenance Agreement -**

Per our recent discussions, Vandevanter Engineering has prepared the following Annual Preventative Maintenance Agreement. This Preventative Maintenance Agreement is for the City of Washington, Missouri's wastewater collections Lift Stations.

Preventative maintenance and inspections, when regularly scheduled and executed, have several impactful benefits. One such benefit is the detailed inventorying of your entire collections system which will provide greater visibility to critical assets and ultimately lead to enhancements of business decisions being made. The preventative maintenance program we are proposing will enable your team to track the performance of equipment and proactively plan/schedule repairs based on the inspection reports we provide upon completion of each Lift Station. One major benefit from patterning together on the Preventative program we are proposing is the identification and isolation of problems with equipment while they are minor in nature and less expensive to repair. Maintaining equipment in this fashion will ultimately extend the life of your equipment while reducing the possibilities of a more catastrophic event occurring. Simply put, a preventative maintenance program is an inexpensive insurance policy on City of Washington collection systems and equipment against major failures, unexpected repairs, and station down time.

Our Service Technicians at Vandevanter Engineering have been trained in the principles of operation and maintenance. This includes but is not limited to; submersible pumping equipment, control panels, and are F/M approved by ITT FLYGT in the repair of said equipment and control panels which too includes explosion-proof pumping equipment.

Thank you for the opportunity to furnish this Annual Preventative Maintenance Agreement to the City of Washington, Mo. We are grateful of your consideration in working together within the Lift Station, Controls, and all around Collection Pump systems.

If I can be of further assistance to you on this or future projects, I would be glad to support.

Sincerely,

**VANDEVANTER ENGINEERING**



Enclosure: Annual Preventative Maintenance Agreement | Scope and Equipment

Date: November 7, 2022

Project Name: City of Washington Lift Station Preventative Maintenance

Project Location: Washington, Missouri

Vandevanter Engineering is pleased to offer a Pump/Control Panel Scheduled Annual Maintenance Agreement for the following equipment installed within the City of Washington, Missouri's collections system. Additionally, by conducting Preventative Maintenance with Vandevanter, we will increase Flygt's 5-year pro-rated warranty to cover warranty repairs 100% throughout the 5-year period while also providing a 6% discount on future repair/replacement parts.

**Scope of Agreement**

A scheduled preventative maintenance agreement for **6 Lift Stations (15 Pumps)** will consist of a complete and thorough 11-Point Inspection of pumps and controls at each site. Upon completion of scheduled maintenance, the Point of Contact(s) will receive a detailed report of all worked performed, findings, and recommended Action Items.

**11- POINT CHECKLIST**

- 1) Check and Document motor insulation values to ground using meggar
- 2) Check and Document for any loose or faulty connections in control panel
- 3) Check and Document voltage supply (pumps off)
- 4) Check and Document voltage supply (pumps on)
- 5) Check and Document for correct rotation of equipment
- 6) Check and Document condition of face of volute in respect to discharge connection
- 7) Check and Document amperage draw on all three phases for proper balance
- 8) Check and Document winding resistance of motors through pump cables
- 9) Check and Document condition of impeller, adjust tolerance as required (N Impeller)
- 10) Check and Document condition of level sensing equipment
- 11) Check and Document condition of oil/coolant change oil/coolant, and replace O-rings

<b>Annual Maintenance Agreement 2023</b> .....	<b>\$13,850.00</b>
<b>Annual Maintenance Agreement 2024</b> .....	<b>\$13,850.00</b>
<b>Annual Maintenance Agreement 2025</b> .....	<b>\$14,280.00</b>

**Washington, Mo | 2023 Equipment List**

Station Name	Location	Qty	Pump Model	Serial #	Volute Size	HP	Voltage	Phase	Year
Walnut (Dry)	38.55935 -91.00793	3	3202.180-3645	1169001	6x10	60	460	3	2011
			3202.180-3645	1169002		60			2011
			3231.705-7017	1961178	12x8	185			2019
West End	38.56699 -91.02334	2	3153.185-0643	197002	6	20	460	3	2019
			3153.185-0643	197007		20			2019
West Main (Dry)	38.57891 -91.04356	2	3171.181-2267	1210150	4	30	460	3	2012
			3171.181-2267	1210149		30			2012
ME Frick	38.57222 -91.05518	2	3153.185-0212	2070237	3	17	460	3	2020
			3153.185-0212	2070238		17			2020
West Link	38.56904 -91.04103	2	3171.185-0012	2180029	4	25	460	3	2022
			3171.185-0012	2180030		25			2022
Influent	38.54200 -90.97525	4	3202.180-5356	0840068	8	45	460	3	2008
			3202.180-5356	0840069		45			2008
			3202.180-5356	0840070		45			2008
			3202.180-5356	0840071		45			2008





**Additional Notes:**

Any additional work not covered by this Agreement will be billed separately. Emergency service NOT INCLUDED in this Agreement, but is available upon request. If you would like to discuss in more detail, it is possible we can work together to find a suitable solution to ensure our Service Team is available when/if needed.

Any additional repairs and/or parts replacement will be performed only when approved by authorized personnel, and will be in addition to this Agreement.

Vandevanter Engineering Co., Inc. assumes no liability for loss of use, any direct, indirect or consequential damage of any kind in respect to the use or operation of pumps or any equipment or accessories used in connection therewith.

The City of Washington will be responsible to ensure a representative of the organization is available, if needed, to allow entry into Lift Stations/Controls.

All parts and labor are subject to the manufacturer's published warranty.

This agreement shall be effective from its signed date and shall continue in effect until termination by mutual agreement or by either party upon thirty (30) days prior written notice.

**Accepted This Date:**

**By:**

**Municipality:** City of Washington, Mo

**Title:**

**Project:** Annual Preventative Maintenance - OP-531781R1

Nick Santangelo  
Vandevanter Engineering Sales & Service  
(m) 314-520-2876  
(e) nsantangelo@vandevanter.com



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

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

Revised February 2019



**To:** Honorable Mayor and City Council  
**From:** Kevin Quaethem, Public Works Superintendent  
**Date:** 11/21/2022  
**Subject:** Vandevanter Engineering Preventative Maintenance of Washington's Wastewater Collections Lift Stations

Mayor and Council,

Wastewater staff requested a quote from Vandevanter Engineering for a preventative maintenance agreement for the cities 6 Lift Stations using Flygt pumps. This will be an 11-Point Inspection of pumps and controls at each station. Additionally, by conducting preventative maintenance with Vandevanter, we will increase Flygt's 5-year pro-rated warranty to cover warranty repairs 100% throughout the 5-year period while also providing a 6% discount on future repair/replacement parts.

Vandevanter Engineering is the sole source firm that can sell and repair Flygt pumps in the St Louis region.

The Board of Public Works gave approval, and staff is asking for your approval to proceed.

Thank You,

Kevin Quaethem

A handwritten signature in black ink, appearing to read "Kevin Quaethem".

Public Works Superintendent

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A PROPOSAL BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND 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 Mayor is hereby authorized and directed accept the proposal 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 proposal is attached and is marked as Exhibit A.

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

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

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

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

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

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

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

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

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

November 3, 2022  
File 270260222

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

Subject: Proposal for Professional Engineering Services  
Fiscal Year 2023 Semiannual Groundwater Monitoring and Reporting  
City of Washington Struckhoff Sanitary Landfill – Washington, Missouri  
Missouri Solid Waste Permit No. 0107116

Dear Ms. Lueken,

SCS Engineers (SCS) appreciates the opportunity to provide this proposal to the City of Washington, Missouri (City) to perform semiannual groundwater monitoring and reporting services at the City of Washington Struckhoff Sanitary Landfill (Landfill) located in Washington, Missouri. SCS understands that the following services are to be conducted at the Landfill:

- Semiannual groundwater monitoring and sampling; and
- Semiannual statistical analysis and reporting.

This proposal is for the Landfill's semiannual groundwater monitoring and reporting events for November 2022 and May 2023. Our proposed scope of services is outlined below.



## SCOPE OF SERVICES

### Semiannual Groundwater Monitoring and Sampling

SCS will complete the field activities associated with the semiannual monitoring and sampling of the eight groundwater monitoring wells and the monitoring of six piezometers at the Landfill in accordance with the approved sampling and analysis plan. The following groundwater monitoring wells and piezometers are currently part of the routine monitoring program at the Landfill:



Site ID	Water Level Measured?	Sample Collected?
GMW-3	Yes	No
P-1	Yes	No
P-3	Yes	No
P-5	Yes	No
P-7	Yes	No
P-9	Yes	No

MDNR ID	Site ID	Water Level Measured?	Sample Collected?
1605	GMW-1B	Yes	Yes
1603	GMW-2B	Yes	Yes
1606	GMW-4B	Yes	Yes
A184412	GMW-4C	Yes	Yes
1601	GMW-5	Yes	Yes
1602	GMW-6	Yes	Yes
1607	P-6	Yes	Yes
1604	P-10	Yes	Yes

Prior to the initiation of the groundwater sampling activities, the static groundwater levels in each monitoring well and piezometer will be recorded using an electronic water level probe. Field activities will be documented on field data sheets in accordance with the approved sampling and analysis plan.

SCS will purge and sample the eight groundwater monitoring wells at the Landfill using the dedicated bladder pumps located in each of the groundwater monitoring wells. Field measurements of pH, specific conductance, temperature, dissolved oxygen and turbidity will be collected using a multi-parameter water quality meter and recorded on the field data sheets. The groundwater samples will be collected, when a minimum of three monitoring well volumes have been evacuated from the monitoring wells or the field measurements have stabilized within 10 percent over a series of three readings.

SCS anticipates the groundwater monitoring event can be completed during a one-day sampling event. SCS will collect samples from each monitoring well for analysis of the Missouri Appendix I parameters, as listed in the approved sampling and analysis plan. A duplicate sample will be collected from one monitoring well at random during each semiannual groundwater monitoring

event. The groundwater samples and duplicate samples collected during each monitoring event will be packed on ice and delivered to a certified environmental laboratory in accordance with standard chain-of-custody procedures.

## **Statistical Analysis and Groundwater Monitoring Report**

The groundwater monitoring data will be evaluated in accordance with the appropriate guidelines established by the United States Environmental Protection Agency (USEPA) and the approved sampling and analysis plan. SCS will update the background groundwater data in accordance with the MDNR approved schedule, and summarize the groundwater analytical data and field activities for the monitoring event in a groundwater monitoring report. The report will include the validation and statistical analysis of the laboratory data using statistical analysis software and the updated background groundwater data, preparation of a potentiometric surface map including the groundwater flow direction, and the summary and conclusions associated with the groundwater monitoring event. The groundwater monitoring report will be submitted to the MDNR on your behalf.

## **Assumptions**

This scope of services assumes the following:

- SCS will retain a certified environmental laboratory to complete the required environmental sample analytical services. Pace Analytical is who we have used in recent years and we intend to continue to use this laboratory for continuity.
- The groundwater sampling and analysis costs include one duplicate sample and one trip blank per sampling event.
- The City will provide and maintain clear access to the groundwater monitoring well and piezometer locations for SCS to complete sampling at the Landfill during a one-day sampling event.

## **RESPONSIBILITY OF THE CITY OF WASHINGTON**

It is our understanding that the City will provide SCS with all available information pertinent to the assignment, including previous designs, reports, and data including the most recent electronic data files of historical groundwater information at the Landfill. SCS shall rely on information made available by the City as accurate without independent verification.

## **ESTIMATED PROJECT FEE**

SCS will complete the scope of work described herein on a time and materials basis for a fee of \$25,200 in accordance with our current fee schedule.

## **ACCEPTANCE OF WORK**

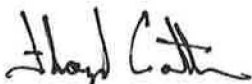
SCS has attached for your review our Terms and Conditions for completing the scope of services. If you are in agreement with the above scope, fees, and terms and conditions, please sign and date

Ms. Lueken  
November 3, 2022  
Page 4

the last page of the Terms and Conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

SCS appreciates the opportunity to be of continued service to the City. We look forward to discussing any questions or comments you may have concerning this proposal. Please contact Renee Trenshaw at 913-749-007 or Floyd Cotter at 913-749-0726 with questions or comments. Thank you for your consideration.

Sincerely,



Floyd Cotter  
Vice President/Project Director  
**SCS ENGINEERS**



Renee Trenshaw  
Project Manager  
**SCS ENGINEERS**

rdt/deb/fec

**Attachments:**  
Fee Schedule  
Terms and Conditions



## Fee Schedule

**2022 STANDARD FEE SCHEDULE**

<b>Labor Category</b>	<b>Rate</b>
Principal.....	\$275
Senior Project Advisor.....	\$235
Senior Project Director.....	\$210
Project Director.....	\$195
Project Advisor.....	\$185
Senior Project Manager.....	\$170
Project Manager.....	\$150
Senior Project Professional.....	\$135
Project Professional.....	\$125
Staff Professional.....	\$115
Designer/Graphics.....	\$105
Associate Professional.....	\$100
Technical Associate.....	\$90
Senior Technician.....	\$85
Technician.....	\$75
Project Administrator.....	\$95
Administrative Assistant.....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

**General Terms:**

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2022. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

**Support Services**

Specialty Software.....	\$20.00 per hour
24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

**Support Vehicles**

Support Vehicle .....	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer .....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%


**Per Diem and Travel**

Hotel, Airfare.....	Cost plus 15%
Full-Day Meal Allowance .....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

**Field Equipment and Supplies**

Track-mounted Geoprobe® .....	\$750.00 per day
All Terrain Vehicle (ATV/UTV) .....	\$75.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System .....	\$225.00 per day
Total Station Survey Equipment .....	\$120.00 per day
Misc. Survey Tools/Equipment.....	\$10.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID) .....	\$100.00 per day
Water Level Indicator (≤300 foot) .....	\$30.00 per day
Oil/Water Interface Probe.....	\$60.00 per day
pH/Temperature/Conductivity Meter (for water) .....	\$20.00 per day
Peristaltic Pump.....	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator .....	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine .....	\$120.00 per day
Flow-Thru Multi-Parameter Meter.....	\$150.00 per day
Turbidimeter .....	\$35 per day
Composite Sampler .....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost + 15%

Note: The rates shown above are effective through December 31, 2022 and are subject to revision.



## Terms and Conditions

## SCS ENGINEERS

### TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

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

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

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

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

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

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

**COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**

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

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

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

SCS Engineers

City of Washington

By   
Signature

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

Floyd Cotter  
Typed Name

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

Vice President / Project Director  
Title

\_\_\_\_\_  
Title

11/3/2022  
Date of Signature

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



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

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

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

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

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

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

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



November 10, 2022

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

RE: Semi-Annual Groundwater Monitoring Contract for the Washington Sanitary Landfill  
November 2022 and May 2023

Dear Mayor and City Council Members:

Find enclosed for your consideration an ordinance that will allow the City to enter into a contract with SCS Engineers for Groundwater Monitoring Services. The contract will provide these services for November-December 2022 and May 2023.

The proposal is a time and material fee, with a maximum of \$25,200.00 and is recommended for approval.

Respectfully submitted,

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

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND GATEWAY FIBER, LLC

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Lease Agreement by and between the City of Washington, Missouri and Gateway Fiber, LLC, 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.

Th

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

7h

**Exhibit A**  
**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“**Agreement**”), dated as of November \_\_\_, 2022 (the “Effective Date”), is entered into by the City of Washington, Missouri, a municipality of the State of Missouri, (hereinafter referred to as “**Landlord**”) and Gateway Fiber LLC, a Missouri limited liability company, having a mailing address of P.O. Box 210, Jonesburg, MO 63351 (hereinafter referred to as “**Tenant**”).

**BACKGROUND**

Landlord owns or controls that certain plot, parcel, or tract of land, together with all rights and privileges arising in connection therewith, located at 800 Crestview, Washington, MO 63090 in the County of Franklin, State of Missouri (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

**1. LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property consisting of ground area space of approximately 225 square feet (site/cabinet easement) and 1007 square feet (utility easement), respectively, including the air space above such ground space, as more particularly described on attached **Exhibit 1** (the “**Premises**”).

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications facilities, fixtures and related equipment, cables, accessories and improvements and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”), and for any other lawful purpose, as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”).

Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation or construction of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. Tenant has the right to make Premises improvements, alterations, upgrades, or additions appropriate for Tenant’s use (“**Tenant Changes**”). Tenant Changes include the right to install bollards, construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes, and regulations, relating to its use of the Communication Facility on the Premises. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant’s Changes or to ensure that Tenant’s Communication Facility complies with all applicable federal, state, or local laws, rules or regulations.

3. TERM. The term of Tenant's tenancy hereunder shall commence upon the Effective Date ("**Term Commencement Date**") and shall terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for six successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein, except for adjustments to Rent as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord at least 120 days prior to expiration of the then-existing Term of its intention not to renew the succeeding Renewal Term.

4. RENT. Within five (5) business days following the Term Commencement Date and on the first day of each month thereafter during the initial Term, Tenant shall pay to Landlord as rent the amount of Five Hundred and 00/100 Dollars (\$500.00) per month ("**Rent**") in advance, without demand or set off. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 405 Jefferson Street, Washington, Missouri 63090; Attention: Finance Department. Landlord shall, if required, provide a W 9 Form to Tenant. The term "Rent" shall include all increases in Rent as described herein. Should Tenant exercise its right (or be deemed to exercise such right) to extend the Term by one or more Renewal Terms, (a) base Rent shall be increased on the first day of the first Renewal Term to an amount of (115%) of the Rent in effect as of the last day of the initial Term and shall continue at the increased Rent throughout the first Renewal Term, and (b) base Rent shall be further increased on the first day of each of the second and third Renewal Terms, if exercised or deemed exercised, respectively, to an amount of (115%) of the base Rent in effect as of the last day of the immediately preceding Renewal Term.

5. TENANT'S SERVICES. Tenant will provide Landlord, within thirty (30) days of Landlord's request and through the Term, Tenant's standard fiber communications services (at 100mbps) ("**Tenant's Services**"). Tenant will provide Tenant's Services at no cost to Landlord. Notwithstanding the foregoing, in no event shall Tenant be required to provide Tenant's Services to Landlord until thirty (30) days following the date on which Tenant's network becomes fully operational.

#### 6. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations, or Government Approvals.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 16 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant.

8. INSURANCE. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$3,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Tenant shall name Landlord as an additional insured on Tenant's bodily injury and property damage insurance and provide Landlord with an insurance certificate acceptable to Landlord prior to the Term Commencement Date. Such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall, (i) provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph in a form acceptable to Landlord. In addition, Tenant shall maintain "all risk" property insurance policies insuring its property and Tenant Facilities affected by this Agreement.

9. INTERFERENCE.

(a) If applicable, Landlord will provide Tenant with a list of all existing communications user(s) and equipment on the Property to allow Tenant to evaluate the potential for interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license, or any other right to any third party for the use of the Property, if such use will adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Tenant shall operate the Communications Facility, in compliance with all federal, state, and local laws and in a manner that will not cause interference to Landlord or other tenants or licensees

of the Property, provided that any such installations or the right for such installation predate that of the Communications Facility. The Communications Facility shall not cause interference with any other public safety entity, both current and future.

(d) Tenant's use and operation of the Communications Facility to be constructed on the Premises shall not interfere with the operation of any and all communications systems owned, used, operated by Landlord or third parties presently having rights to or equipment on the Property. Tenant acknowledges and agrees to share the use of the Property with Landlord and such existing users.

#### 10. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the gross negligence or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Notwithstanding anything to the contrary in this Agreement, Tenant, and Landlord (to the extent permitted by law) each waives any claims that each may have against the other with respect to consequential, incidental, or special damages.

#### 11. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

#### 12. ENVIRONMENTAL.

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants: that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that Landlord has received no notice from any governmental entity claiming any violation of any Environmental Law for any environmental damage in, on, under, upon or affecting the Property.



(b) Without limitation of Paragraph 10, Tenant shall indemnify, defend and hold Landlord harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 12 by Tenant; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result from operations in or about the Property by Tenant or Tenant's agents, employees or contractors. The duties described in this Paragraph 12 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous, or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

**13. ACCESS & PARKING.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant will not have access to the existing building on the Property, however Tenant shall have the non-exclusive right twenty-four (24) hour per day, seven (7) day per week to use Landlord's existing parking lot on the Property. Landlord grants to Tenant a perpetual easement for such access and Landlord agrees to provide to Tenant any codes, keys, or other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

**14. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond

Th

Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

**15. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will not limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**16. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity including, but not limited to, termination of this Lease.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity including, but not limited to, termination of this Lease.

**17. ASSIGNMENT/SUBLEASE.** Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein. Except as provided herein, Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the

prior written consent of Landlord which may be withheld for any reason or no reason in Landlord's sole discretion. Notwithstanding anything to the contrary, Tenant may assign this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization (an "**Ownership Change**") or assign this Lease to an Affiliate without the consent of Landlord, provided that all of the following conditions are satisfied (a "**Permitted Transfer**"): (a) Tenant is not in Default; (b) in the event of an Ownership Change, Tenant's successor shall own substantially all of the assets of Tenant; (c) Tenant shall give Landlord written notice of the Permitted Transfer within a reasonable period of time thereafter, and (d) Tenant's successor shall assume all of Tenant's obligations herein. Tenant's notice to Landlord shall include information and documentation evidencing the Permitted Transfer and showing that each of the above conditions has been satisfied. "**Affiliate**" shall mean an entity controlled by, controlling or under common control with Tenant.

**18. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Gateway Fiber LLC  
Attn: Heath Sellenriek  
P.O. Box 210  
Jonesburg, MO 63351

with a copy to: Husch Blackwell LLP  
Attn.: David G. Richardson  
190 Carondelet Plaza, Suite 600  
St. Louis, MO 63105

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

with a copy to: Sandberg Phoenix & von Gontard, P.C.  
Attn: Mark C. Piontek  
1200 Jefferson Street  
Washington, MO 63090

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**19. SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

**20. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-

Th

eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery.

**21. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Premises within forty-eight (48) hours of actual knowledge of the casualty. If any part of the Communication Facility or Premises is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional cost to Tenant for a period not to exceed twelve (12) months in order for Tenant to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

**22. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**23. TAXES.**

(a) Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, upon timely receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises relative to Landlord's entire parcel of real estate (using, in the case of building space, the net usable square footage of the building, and in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)). At the request of either party, the other shall provide evidence of payment of taxes.

(b) Tenant shall have the right to contest all taxes, assessments, charges, and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments, or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from any sums next due to Landlord from Tenant.

**24. SALE OF PROPERTY.** If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide, or rezone any of the Premises, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease, or use any areas of the Premises for the installation, operation, or maintenance of other communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by Tenant in its sole discretion. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork as requested by Tenant. The provisions of this Paragraph 24 shall in no way limit or impair the obligations of Landlord under Paragraph 9 above.

**25. MISCELLANEOUS.**

**(a) Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

**(b) Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

**(c) Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns.

**(d) Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.

**(e) Governing Law.** This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.

**(f) Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

**(g) Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and (ii)

acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, and (ii) there are no uncured defaults in either party's performance.

**(h) W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

**(i) No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment, and delivery, hereof by Landlord and Tenant.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the date first stated above.

CITY OF WASHINGTON, MISSOURI

Gateway Fiber LLC

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

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

Name: \_\_\_\_\_

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

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

ATTEST:

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

**Exhibit 1**

**15' X 15' EASEMENT AREA**

A 15 FOOT BY 15 FOOT EASEMENT, BEING PART OF LOT 1 OF KOCH'S SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK "G", PAGE 21 OF THE FRANKLIN COUNTY RECORDS, IN SECTIONS 26 AND 27, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF LOT 42 OF KOCH'S ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK "J", PAGE 28 OF THE FRANKLIN COUNTY RECORDS, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY LINE OF CRESTVIEW DRIVE, 50 FEET WIDE WITH THE EASTERLY LINE OF ZERO AVENUE, 50 FEET WIDE; THENCE SOUTH 87°24'48" EAST ALONG THE NORTHERLY LINE OF SAID CRESTVIEW DRIVE A DISTANCE OF 128.29 FEET; THENCE SOUTH 02°35'12" WEST 50.00 FEET TO A SET 1/2" IRON ROD SET ON THE SOUTHERLY LINE OF SAID CRESTVIEW DRIVE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREON DESCRIBED 15 FOOT BY 15 FOOT EASEMENT AREA; THENCE SOUTH 87°24'48" EAST ALONG THE SOUTHERLY LINE OF SAID CRESTVIEW DRIVE A DISTANCE OF 15.00 FEET TO A SET 1/2" IRON ROD; THENCE DEPARTING LAST SAID SOUTHERLY LINE SOUTH 02°35'12" WEST 15.00 FEET TO A SET 1/2" IRON ROD; THENCE NORTH 87°24'48" WEST 15.00 FEET TO A SET 1/2" IRON ROD; THENCE NORTH 02°35'12" EAST 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 225 SQUARE FEET MORE OR LESS.

**10' UTILITY EASEMENT**

A 10 FOOT WIDE UTILITY EASEMENT, BEING PART OF LOT 1 OF KOCH'S SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK "G", PAGE 21 OF THE FRANKLIN COUNTY RECORDS, IN SECTIONS 26 AND 27, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD SET FOR THE SOUTHWEST CORNER OF LOT 42 OF KOCH'S ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK "J", PAGE 28 OF THE FRANKLIN COUNTY RECORDS, SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY LINE OF CRESTVIEW DRIVE, 50 FEET WIDE WITH THE EASTERLY LINE OF ZERO AVENUE, 50 FEET WIDE; THENCE SOUTH 87°24'48" EAST ALONG THE NORTHERLY LINE OF SAID CRESTVIEW DRIVE A DISTANCE OF 128.29 FEET; THENCE SOUTH 02°35'12" WEST 50.00 FEET TO A SET 1/2" IRON ROD SET ON THE SOUTHERLY LINE OF SAID CRESTVIEW DRIVE; THENCE SOUTH 87°24'48" EAST ALONG THE SOUTHERLY LINE OF SAID CRESTVIEW DRIVE A DISTANCE OF 15.00 FEET TO A SET 1/2" IRON ROD; THENCE DEPARTING LAST SAID SOUTHERLY LINE SOUTH 02°35'12" WEST 15.00 FEET TO A SET 1/2" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREON DESCRIBED 10 FOOT WIDE UTILITY EASEMENT; THENCE SOUTH 02°35'12" WEST 24.55 FEET; THENCE SOUTH 32°29'28" WEST 31.44 FEET; THENCE SOUTH 02°52'19" WEST 45.16 FEET TO THE SOUTHERLY LINE OF AFORMENTIONED LOT 1 OF KOCH'S SUBDIVISION; THENCE NORTH 82°20'58" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 10.03 FEET; THENCE DEPARTING LAST SAID SOUTHERLY LINE NORTH 02°52'19" EAST 46.97 FEET; THENCE NORTH 32°29'28" EAST 31.42 FEET; THENCE NORTH 02°35'12" EAST 21.88 FEET; THENCE SOUTH 87°24'48" EAST 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,007 SQUARE FEET MORE OR LESS.





November 16, 2022

Honorable Mayor and City Council  
Washington, MO

Re: Proposed Lease at Crestview Water Tank Site

Dear Mayor and Council,

The City has been approached to lease a 225 sq. ft. (15' x 15') area off of Crestview Drive by Gateway Fiber for installation of a utility cabinet. The terms of the lease are \$500 monthly for five years with the option to renew said lease for five successive terms after the first term. Staff recommends approval of the negotiated lease with proceeds to assist in maintenance of the lot.

Sincerely,

Darren Lamb, AICP  
City Administrator

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

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

AN ORDINANCE REPEALING ORDINANCE NO. 22-13507 AND ENACTING IN LIEU THEREOF AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND BIG ELM, LLC AND AMEND THE 2023 BUDGET

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

SECTION 1: Ordinance No. 22-13507 is hereby repealed.

SECTION 2: This ordinance shall amend the 2023 Budget as follows:

Stormwater Fund 250-Increase of \$225,000 for High Street Extension Project. 250-40-000-541107 (Storm Water System Improvements)

SECTION 3: The Mayor is hereby authorized and directed to execute a Development Agreement by and between the City of Washington, Missouri and Big Elm, LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said 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 4: 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

(i)

such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: 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**

---

**DEVELOPMENT AGREEMENT**

**among**

**THE CITY OF WASHINGTON, MISSOURI**

**and**

**BIG ELM, LLC, or assigns**

**dated as of**

\_\_\_\_\_, 2022

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “*Agreement*”) is made and entered into as of November \_\_\_\_, 2022, by and among the **CITY OF WASHINGTON, MISSOURI** (the “*City*”), a third-class city and political subdivision of the State of Missouri, and **BIG ELM, LLC, or assigns**, a Missouri limited liability company (the “*Developer*”).

### RECITALS:

- A. The City desires to increase the water flow to Autumn Leaf Subdivision.
- B. The City desires to have a second access to Autumn Leaf Subdivision.
- C. The Developer would like High Street extended to the Area along with sewer and water from the current southernmost line of the existing High Street to the northern line of what is commonly known as the “Marquart Farm” (the “**High Street Extension**”), being more particularly described on **Exhibit A**, attached hereto and incorporated by reference herein.
- D. The City has agreed to incur the expense of the High Street Extension in return for Developer’s agreement to extend Sophia Street from Autumn Leaf Subdivision to the High Street Extension (the “**Sophia Street Extension**”), as more particularly shown on **Exhibit B**, attached hereto and incorporated by reference herein.
- E. The Developer will extend the sewer and water lines from Autumn Leaf to the new High Street Extension with the City reimbursing Developer for the cost of the water line (labor and materials) and the Developer paying for the cost of the street and sewers (both labor and materials), all as more particularly described herein.

**NOW, THEREFORE**, to improve safety to Autumn Leaf Subdivision, to improve the residential activity in the City by assuring opportunities for development and attracting sound and stable residential growth, to promote the public interest and to enhance the tax base of the City and in consideration of the premises and the mutual covenants and agreement herein set forth, the City and the Developer do hereby covenant and agree as follows:

1. **Plans by City.** The City shall provide the following plans and specifications:
  - a. Final Design Plans for the of High Street Extension to be provided by third party consultant hired by the City and shall include all necessary excavation and grading, storm inlets, sanitary manholes, water lines, fire hydrants, street lighting and electric, gas, and phone utility extensions, as well as curbing, pavement, and base rock to comply with current City Codes.

b. Final design Plans and hydraulic sizing of box culvert or bridge as shown on Exhibit A, including flood zone calculations.

c. All street construction details in regard to side street connections shall terminate at 30' from centerline.

2. **Construction by Developer.** The Developer shall construct the following improvements (the "Work"):

a. Extend Sophia Drive, including excavation, grading and fill compaction, pavement, curb and gutter, base rock, and street lighting from its termination in Autumn Leaf Subdivision to the High Street Extension.

b. The extension of the sanitary sewer of eight (8") inches in diameter from Autumn Leaf Subdivision to the High Street Extension.

c. The extension of the storm water sewer of fifteen (15") inches in diameter from Autumn Leaf Subdivision to the High Street Extension.

d. The extension of the water line of eight (8") inches in diameter from Autumn Leaf Subdivision to the High Street Extension.

e. The High Street Extension, including excavation, grading and fill compaction, pavement, curb and gutter, base rock, and street lighting from its current southernmost line to the northern line of the Marquart Farm.

f. The extension of the current High Street water line of twelve (12") inches in diameter to the Marquart Property.

g. The extension of the current High Street sanitary sewer of eight (8") inches in diameter to the Marquart Property.

h. The extension of the current High Street storm water sewer of twenty-four (24") inches in diameter to the Marquart Property.

i. Installation of a reinforced box culvert or bridge to meet city design standards at the High Street second creek crossing.

j. Developer and City recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed on or before May 1, 2023, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Developer agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after May 1, 2023 for completion and readiness for final payment until the Work is completed and ready for final payment.

3. **Costs to be Paid by Developer.** Developer shall be responsible for the costs described in paragraphs in 2(a), 2(b) and 2(c) above for the Sophia Street Extension. Developer shall also be responsible for the costs of surveying, stakeout, inspection and testing costs for the Sophia Extension.

4. **Costs to be Paid or Waived by City.** The City shall be responsible for payment of the following:

a. The cost described in paragraphs 2(d) above for the Sophia Street Extension and 2(e), 2(f), 2(g), 2(h) and 2(i) for the High Street Extension. These costs are itemized on Exhibits C and D, respectively, attached hereto and incorporated by reference herein.

Monthly progress invoices will be prepared and submitted to the city for payment monthly based on the attached scope of work and schedule of values (Exhibits A, B, C, and D). No retainage will be withheld. Upon final completion of the project, the City and Developer shall measure the final quantities of work and adjust the final contract quantities with additions or deletions to determine the final contract sum based on the unit prices and lump sum prices below.

The agreed upon unit cost shall be as follows:

*(Remainder of this page intentionally left blank)*

Item	Description	Quantity	Unit	Cost/Unit	Total
1	Surveying & As-builts	1	LS	\$ 5,000.00	\$ 5,000.00
2	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
3	Clearing	1.5	Acre	\$ 5,000.00	\$ 7,500.00
4	Cut, place, compact	828	CY	\$ 2.30	\$ 1,904.40
5	Import, place, compact	15,000	CY	\$ 5.60	\$ 84,000.00
6	Box Culvert including wings	1	LS	\$ 438,289.00	\$ 438,289.00
7	Double Curb Inlet	5	Each	\$ 3,200.00	\$ 16,000.00
8	Single Curb Inlet	1	Each	\$ 2,657.00	\$ 2,657.00
9	15" RCP	90	LF	\$ 78.00	\$ 7,020.00
10	18" RCP	72	LF	\$ 84.00	\$ 6,048.00
11	18" HDPE	98	LF	\$ 60.00	\$ 5,880.00
12	24" HDPE	262	LF	\$ 72.00	\$ 18,864.00
13	24" Flared End Section	1	Each	\$ 2,300.00	\$ 2,300.00
14	Type 2 Rip Rap Blanket	250	SY	\$ 100.00	\$ 25,000.00
15	Water 12" SDR 21	650	LF	\$ 74.00	\$ 48,100.00
16	Water 8" SDR 21	80	LF	\$ 53.00	\$ 4,240.00
17	Water 6" SDR 21	80	LF	\$ 52.00	\$ 4,160.00
18	12" valve and valve box	1	Each	\$ 4,437.00	\$ 4,437.00
19	12" x 8" tee, GV and box	1	Each	\$ 3,155.00	\$ 3,155.00
20	12" x 6" tee, GV and box	3	Each	\$ 2,487.00	\$ 7,461.00
21	6" Hydrant Assembly (tee, valve, hydrant)	2	Each	\$ 3,215.00	\$ 6,430.00
22	Sanitary 8" SDR 35 Gasketed pipe	250	LF	\$ 58.00	\$ 14,500.00
23	Sanitary Manhole to be raised	1	Each	\$ 1,920.00	\$ 1,920.00
24	Sanitary Manhole	2	Each	\$ 2,545.00	\$ 5,090.00
25	30" Curb and Gutter	1280	LF	\$ 25.00	\$ 32,000.00
26	4" Aggregate Base w/Fabric (1' behind curb)	2450	SY	\$ 7.20	\$ 17,640.00
27	Asphalt 2" Surface on 7" Base	2450	SY	\$ 72.00	\$ 176,400.00
28	Stripe (CITY)		LS		\$ -
29	Seed and Straw	1	Acre	\$ 4,500.00	\$ 4,500.00
30	Street light	2	Each	\$ 3,500.00	\$ 7,000.00
31	Electric conduit	1000	LF	\$ 10.00	\$ 10,000.00
32	Stakeout	1	LS	\$ 5,000.00	\$ 5,000.00
	<b>Total Project</b>				<b>\$ 975,495.40</b>
	Rock Excavation Contingency		CY		

Adjustments to unit cost, unknown cost, and additional line items not identified shall be agreed upon by both parties prior to construction and/or payment. Adjustments will require an amendment to this agreement.

b. All surveying and stakeout costs for the High Street Extension.

c. City shall provide tax-exempt certificates for all material purchased by Developer for the City-paid portion of both the Sophia Street Extension and the High Street Extension.



d. Waiver of Inspection fees for all work performed for the High Street Extension

e. Third party material testing fees for all work performed for the High Street Extension

5. **High Street Extension Limited Access.** The High Street Extension shall be a limited access street. Adjacent property shall have no access to the High Street Extension. The High Street Extension shall have only those intersecting streets as are approved by the City. No driveways shall have direct access to the High Street Extension.

6. **Construction Contracts; Insurance.** The Developer may enter into one or more construction contracts to complete the work. All construction contracts shall provide that the City shall have no liability with respect to such contract, except as set forth herein. Before commencement of construction of the System and Roads, the Developer shall obtain or shall require that each of its contractors hired to construct the work obtains workers' compensation and comprehensive public liability coverage in amounts provided herein and shall deliver evidence of such insurance to the City:

a. Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$3,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used.

b. The policies of insurance required shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder and shall name the City as an additional insured under the policy of comprehensive general liability insurance maintained by the Developer under this Agreement.

7. **Prevailing Wage.** To the extent that Wage and Hour Statutes apply by law to any of the work, the City and the Developer agree to cooperate and take all actions necessary to apply for wage and hour determinations and otherwise comply with such laws.

8. **Inspection.** The City may conduct such periodic inspections of the work as the City deems necessary.

9. **Authority.** The parties hereto covenant and warrant to each other that each has full right, power and authority to execute this Agreement and have the power to grant all rights and perform all duties and obligations hereunder.

10. **Assignment.** The City and Developer shall not assign their rights and obligations under this Agreement to any other party without the written consent of the parties, which consent shall not be unreasonably withheld.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, assigns, and all owners of the Property.

12. **Miscellaneous.**

a. *Cooperation.* The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent hereof and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent.

b. *Default.* Except as otherwise provided in this Agreement, in the event of any default in or breach of any material term or condition of this Agreement by any party or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from any of the other parties, proceed to immediately cure or remedy such default or breach, and shall, in any event within thirty (30) days after receipt of such notice, commence to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party or parties may institute such proceedings as may be necessary or desirable in its or their opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

c. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by all parties hereto.

d. *Choice of Law.* This Agreement shall be construed in accordance with the laws of the State of Missouri.

e. *Severability.* If any provision of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement which shall continue in full force and effect. Entire Agreement. This Agreement represents the entire agreement of the parties related to the subject matter set forth herein. This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of both of the parties hereto.

f. *Counterparts/Electronic Signature/Facsimile.* This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. This Agreement and any documents relating to it may be executed and transmitted to any other party by electronic mail or facsimile, and an electronic or facsimile signature on this Agreement shall be effective as an original signature.

g. *Severability.* If any portion of this Agreement shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

h. *Notices.* Any notice, demand or other communication required by this Agreement to be given by one party to another party shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of the Developer, to:

Big Elm, LLC  
Attention: Kurt J. Unnerstall  
4923 South Point Road  
Washington, Missouri 63090  
Fax:  
Email: kurt@kjuinc.com

With a copy to:

Eckelkamp Kuenzel LLP  
Attention: Steven P. Kuenzel  
200 West Main Street, 2<sup>nd</sup> Floor  
P.O. Box 228  
Washington, Missouri 63090  
Fax: (636) 239-1595  
Email: steve@eckelkampkuenzel.com

(ii) In the case of the City, to:

City of Washington  
Attention: City Administrator  
405 Jefferson Street  
Washington, Missouri 63090  
Fax: (636) 239-8945  
Email:

With a copy to:

Sandberg Phoenix  
Attention: Mark C. Piontek, Esq.  
1200 Jefferson Street  
P.O. Box 1040  
Washington, Missouri 63090  
Fax: (636) 239-8450  
Email: mpiontek@sandbergphoenix.com

or to such other address as a party may, from time to time, designate in writing and forward to the others as provided in this **Section 11(h)**. Notices, demands, consents, approvals, and other communications shall be deemed given and personally delivered three (3) days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or a facsimile machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machine and forwards a copy thereof with its mailed or couriered delivered notice or communication. Any notice provided to one party shall be provided to each other party hereunder.

i. *Force Majeure.* If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of materials shortages, earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names, and the City and the County have caused their seals to be affixed thereto, and attested as to the date first above written.

**CITY OF WASHINGTON, MISSOURI**

(SEAL)

By: \_\_\_\_\_  
Name: James D. Hagedorn  
Title: Mayor

Attest:

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

**BIG ELM, LLC,**

By: \_\_\_\_\_  
Name: Kurt J. Unnerstall  
Title: Manager

STATE OF MISSOURI )  
 ) SS  
COUNTY OF FRANKLIN )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me appeared **JAMES D. HAGEDORN**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WASHINGTON, MISSOURI**, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said **JAMES D. HAGEDORN** acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public - State of Missouri  
Commissioned in Franklin County

(SEAL)

My Commission Expires:

STATE OF MISSOURI     )  
   ) SS  
COUNTY OF FRANKLIN )

On this \_\_\_\_ day of \_\_\_\_\_, before me appeared **KURT J. UNNERSTALL**, to me personally known, who being by me duly sworn, did say that he is the Manager designated to act on behalf of **BIG ELM, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said Limited Liability Company, by authority of its Managers, and said **KURT J. UNNERSTALL** acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

Name: \_\_\_\_\_

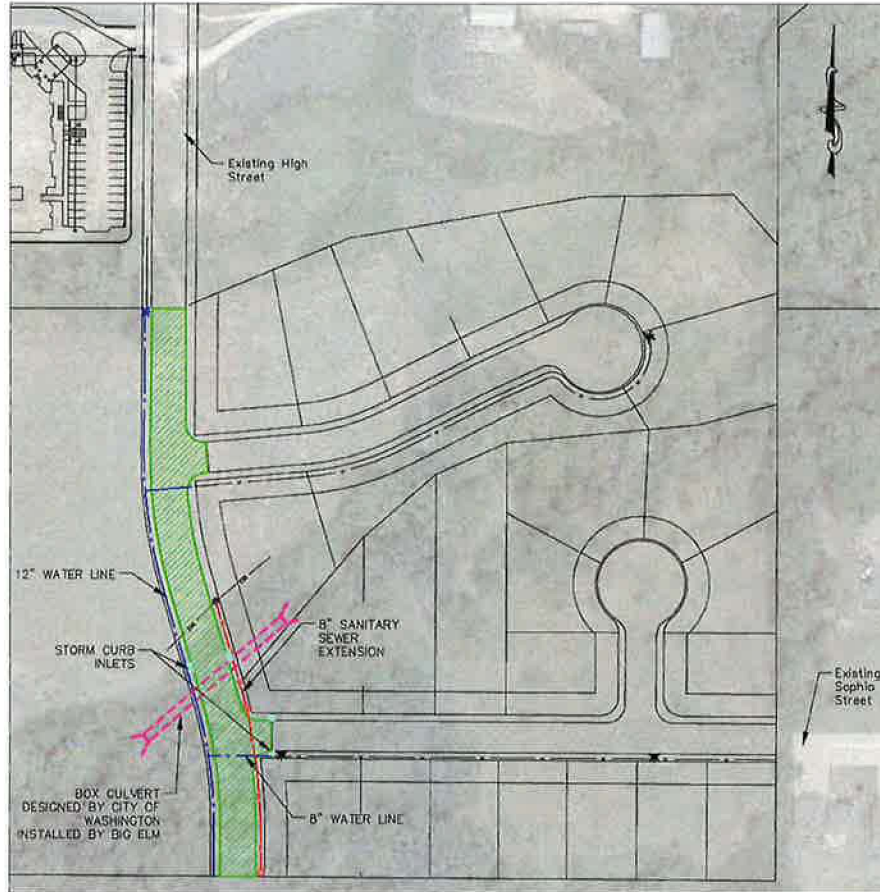
Notary Public - State of Missouri  
Commissioned in Franklin County

(SEAL)

My Commission Expires:



# STREET RESPONSIBILITY EXHIBIT 'A'



NOTE: THIS DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY. FINAL SURVEY SHALL BE CONDUCTED BY A LICENSED PROFESSIONAL LAND SURVEYOR FOR REFERENCE ONLY.

### PROPOSED SCOPE LEGEND

HIGH STREET EXTENSION BY CITY OF WASHINGTON	
SOPHIA CONNECTION AND SIDE STREET BY BIG ELM LLC	



PHONE: (636) 239-2028 FAX: (636) 239-2002  
4923 SOUTH POINT RD, WASHINGTON, MISSOURI 63090

### HIGH STREET EXTENSION / SOPHIA CONNECTION WASHINGTON, MO.

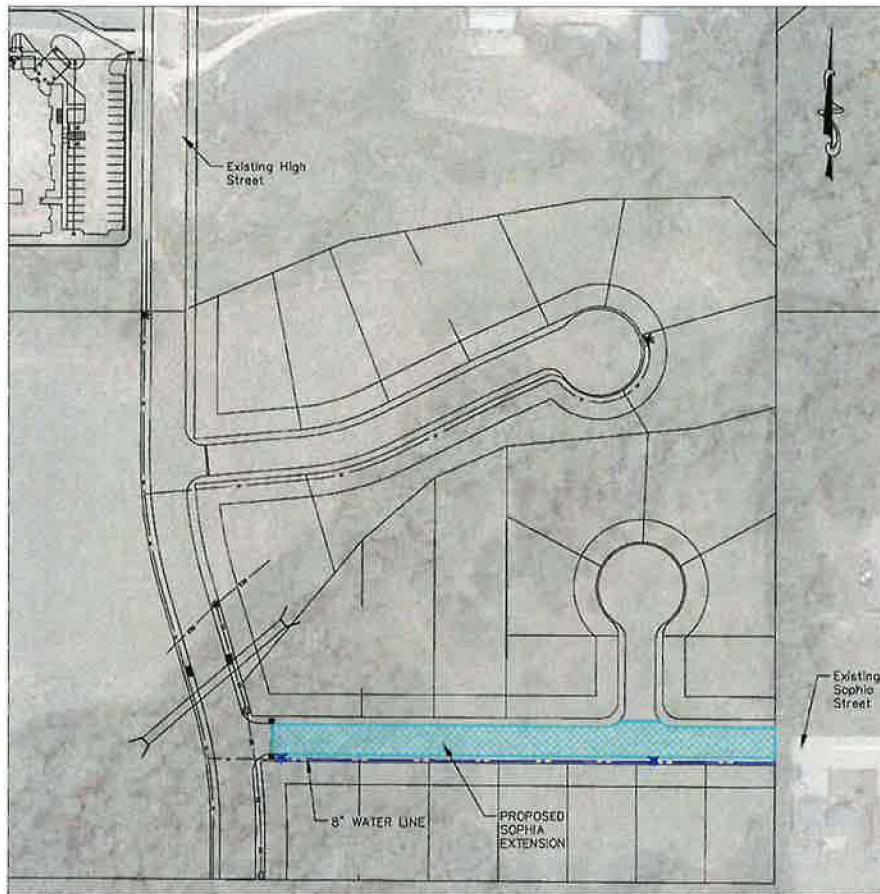
DRAWING  
EX A

DATE  
11-30-21

JOB No.  
-



# STREET RESPONSIBILITY EXHIBIT 'B'



NOTE: THIS DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY. FINAL SURVEY SHALL BE CONDUCTED BY A LICENSED PROFESSIONAL LAND SURVEYOR. FOR REFERENCE ONLY.

### PROPOSED SCOPE LEGEND

- HIGH STREET EXTENSION BY CITY OF WASHINGTON
- SOPHIA CONNECTION AND SIDE STREET BY BIG ELM LLC



PHONE: (636) 239-2028      FAX: (636) 239-2002  
4923 SOUTH POINT RD, WASHINGTON, MISSOURI 63090

### HIGH STREET EXTENSION / SOPHIA CONNECTION WASHINGTON, MO.

DRAWING EX B	DATE 2-1-22
JOB No. -	

76



November 17, 2022

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

**RE: High Street Extension to Marquart Farm  
Development Agreement Amendment**

Dear Mayor and City Council Members:

The following is pertinent information to the subject request.

**Description:**

Working with private property owners at the south end of High Street, the City was able to secure a development agreement to extend High Street and provide a second access for the Autumn Leaf Subdivision. This will provide additional street connectivity for emergency services and provide a second water source to the subdivision.

Enclosed you will find an ordinance that would amend the original development agreement with Big Elm LLC for the extension. When the agreement was developed we did not have a detailed design to finalize the cost. We had an estimate, but the final design requires a much larger box culvert than what was anticipated. This amendment sets the price based on final design.

**Original Estimate and Budget:**

1. Transportation Sales Tax:	\$400,000.00	
2. Stormwater Fund:	\$300,000.00	
3. <u>Water Fund (partial):</u>	<u>\$50,000.00</u>	(\$200,000 is available overall)
Total:	\$750,000.00	

**After final design:**

1. Transportation Sales Tax:	\$375,454.40
2. Stormwater Fund:	\$522,058.00
3. <u>Water Fund (partial):</u>	<u>\$77,983.00</u>
Total:	\$975,495.40

**Budget Information:**

The project will be paid for out of three budgeted funding sources: Transportation Sales Tax, Stormwater fund and the Water Fund.

**Approving this amendment would require a \$225,000 Budget Amendment increase to the Stormwater Fund.**

This project has a completion date of May 1, 2023 and approving this project is recommended.

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

Respectfully,



John Nilges, PE  
Public Works Director

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

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

AN ORDINANCE ESTABLISHING THE RATE OF COMPENSATION  
OF THE CITY COUNSELOR OF THE CITY OF WASHINGTON,  
MISSOURI

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

SECTION 1: The City Counselor shall be compensated for his services in that capacity at the rate of One Hundred Ninety-Five and 00/100 Dollars (\$195.00) per hour.

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

SECTION 3: This ordinance shall be in full force and effect from and after February 1, 2013.

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

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

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

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

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

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



## **City to Pick Up Leaves in Two Rounds**

City of Washington Crews will conduct two rounds of leaf pickup for residents this year (2022).

-The first round is scheduled to Start **November 7<sup>th</sup>** and continue until each street has been picked up one time.

-The second round is scheduled to Start **November 28<sup>th</sup>** and continue until each street has been picked up one time.

In both rounds crews will start picking up leaves on the east side of town and proceed to the west. **If the leaves are not out on the day we are in your area, we will not come back to pick them up on the first round but will get them on the second round. If the leaves are not out on the day we are by on the second/last round, we will not be back!**

Residents are asked to rake their leaves to the curb, but not place them in the streets, gutters or on sidewalks.

Do not park vehicles near the piles of leaves to make it easier for crews to pick them up. **Vehicles that are parked on or too close to the pile of leaves will be left and picked up on the second round as long as the vehicle has moved.**



**REMINDER:** You can also bring your leaves to the Recycle Center at 400 Recycle Dr., if you miss the curbside pickup. Below are the hours for the Recycle Center.

Monday – Closed

Tuesday – 10:00 am – 6:00 pm

Wednesday - 10:00 am – 6:00 pm

Thursday - 10:00 am – 6:00 pm

Friday – 8:00 am – 4:00 pm

Saturday – 8:00 am – 4:00 pm