

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, DECEMBER 19, 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 December 5, 2022 Council Meeting

Need Motion/Mayor

Memo

Approval and Adjustment of Agenda including Consent Agenda

a. Change Order #1 – 2022 Busch Creek Greenway Project

Need Motion/Mayor

Memo

2. PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Reappointments

a. Police Department Reappointment

Approve/Mayor

Memo

3. PUBLIC HEARINGS:

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

a. An ordinance repealing Ordinance No. 22-13658 and enacting in lieu thereof 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

b. An ordinance repealing Ordinance No. 22-13662 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 Unnco Development Corp and amend the 2023 Budget.

Read & Int/Read/Vote/Mayor

Memo

c. An ordinance authorizing and directing the execution of a Parking License Agreement by and between the City of Washington, Missouri and Waste Management of Missouri, Inc.

Read & Int/Read/Vote/Mayor

Memo

d. An ordinance authorizing and directing the execution of a Quit Claim Deed by and between the City of Washington, Missouri and the Washington Volunteer Fire Company.

Read & Int/Read/Vote/Mayor

Memo

e. An ordinance authorizing and directing the execution of a Quit Claim Deed by and between the City of Washington, Missouri and JDS Financing, LLC.

Read & Int/Read/Vote/Mayor

Memo

- | | | |
|---|----------------------------|------|
| f. An ordinance authorizing and directing the execution of a Quit Claim Deed by and between the City of Washington, Missouri and Washington Investments, LLC. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the execution of a Quit Claim Deed for the acquisition of permanent right-of-way by and between the City of Washington, Missouri and Backhoe Boulevard, LLC. | Read & Int/Read/Vote/Mayor | Memo |
| h. An ordinance authorizing and directing the execution of a Quit Claim Deed for the acquisition of permanent right-of-way by and between the City of Washington, Missouri and Cooperative Association No. 2 of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance authorizing and directing the execution of a Temporary Construction Easement Deed by and between the City of Washington, Missouri and Cooperative Association No. 2 of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| j. An ordinance approving a boundary adjustment for Heidmann Industrial Park Lots 3 & 18 in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | |
| k. 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. | Read/Second/Vote/Mayor | Memo |
| l. An ordinance authorizing and directing the execution of an AT&T Hosted E 9-1-1 Service Pricing Schedule by and between the City of Washington, Missouri and Southwestern Bell Telephone Company, D/B/A AT&T Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| m. An ordinance authorizing and directing the execution of an AT&T Hosted VPN Service Pricing Schedule by and between the City of Washington, Missouri and Southwestern Bell Telephone Company, D/B/A AT&T Missouri. | Read & Int/Read/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

- | | | |
|---|----------------------------|------|
| a. An ordinance approving the amendment to the final Plat of The Meadows at Koch Farm, Plat 2 in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance approving the final plat of The Creek at Koch Farm in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | Memo |

9. MAYOR’S REPORT:

- a. First Council Meeting in January – Tuesday, January 3, 2023 due to New Year’s Holiday
- b. Second Council Meeting in January – Tuesday, January 17, 2023 due to MLK Holiday

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. 2023 City Services Pamphlet
- b. 2023 Curbside Recycling & Bulk Item Schedule
- c. 2023 Landfill Holiday Schedule
- d. 2023 Recycling Center Holiday Schedule
- e. 2023 Waste Connections Pamphlet

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, DECEMBER 15, 2022
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, DECEMBER 5, 2022**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, December 5, 2022, at 7:05 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

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

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Economic Development Director	Sal Maniaci
	Human Resources Manager	Shauna Pfitzinger
	Police Chief	Jim Armstrong
	Fire Chief	Tim Frankenberg
	Emergency Management Director	Mark Skornia
	Communications Director	Jennifer Brune
	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 November 21, 2022 Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's Report Summary – August 2022
- * Investment Report Summary – August 2022
- * Liquor License Approval; Williams Brothers Meat Market

* Taxicab Business License Renewal; Franklin County Transport LLC

* Final Payment Request – Ronsick Turf Infield

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

PRIORITY ITEMS:

* Tourism Commission Reappointments

December 5, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

Dear Mayor and Council Members:

The Washington Tourism Commission hereby submits for your approval the reappointments of Michelle Hoerstkamp and Robert Vossbrink Jr. to serve on the Washington Tourism Commission. Their commissions will expire December 2025.

Respectfully submitted,

Darren Lamb

Secretary

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

Mayor's Presentations, Appointments & Reappointments:

* Police Department Appointments

November 29, 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>Zachary T. Chadwick</i>	<i>December 6, 2022</i>	<i>June 6, 2023</i> <i>(1st 6 months)</i>
<i>Robert A. Kelley</i>	<i>December 6, 2022</i>	<i>June 6, 2023</i> <i>(1st 6 months)</i>

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

* Police Department Reappointment

November 29, 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:

NAME	TERM BEGINS	TERM ENDS
Zachary Yawitz Police Officer	December 19, 2022	December 19, 2023

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

PUBLIC HEARINGS

* Washington Avenue – Planned Development Residential

November 16, 2022

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 22-1001-Washington Avenue-Planned Development Residential

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Wednesday, November 16, 2022 the above mentioned Preliminary Development Plan was unanimously approved.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Maniaci: All right, Good Evening Council. So I'm going to do a little bit of history on this because this has gone through a number of meetings with Planning and Zoning and staff, and so my apologies, Mark, you're going have to listen to all this for the fourth time. But so this is a request for a planned residential approval for the Preliminary Development Plan and approval for the rezoning.

So the way this process works for a planned residential, they have to have a sketch plan, meeting with staff first. Then that sketch plan is brought to Planning and Zoning Commission with a notice to the public, everyone within 185 feet, every property owner that gives the opportunity for the neighborhood, staff, the Commission to give comments, concerns, kind of give some recommendations. There's less items that are required on the sketch plan than there are in the preliminary.

They went through both of those with staff and Planning and Zoning, and then last month they brought their Preliminary Development Plan to Planning and Zoning, and now the next step is for you all to review that Preliminary Development Plan. There's a resolution for approval of that plan tonight and then an ordinance approving the rezoning, and then it would come back to you a second time for the Final Development Plan. The reason for that is if there's any recommendations tonight for changes in landscaping, screening, whatever, anything that doesn't you guys don't require them to send back to P and Z, they can come back. They have two years actually to get the final plans together and come back with that Final Development Plan.

So just kind of diving into it here, the subject property is the property located just behind American Legion on Washington Avenue, technically has two addresses there. It's in the packet as 15 and 17 Washington Avenue. It is an entire block of the original town of Bassora. You can see there is an original alley there right-away that goes from Washington Avenue to Madison Avenue. But that obviously that does not exist. There's no improvements in there. As we'll get into you see the topography does not really allow for that block to be developed as it was platted, you know, over 100 years ago. It's got very long narrow lots right now, it currently has, well I'll show a plat, but the current zoning is R-1B Single-Family Residential and so that does allow for 6,000 square foot lots. Given the size of that, that block could hold 24 homes today if they were to completely grade it out and do some very significant and really unfeasible topographical changes to that site.

You can see there is residential zoning all around it in the Single-Family Residential, again that R-1B, the Legion is zoned for residential, but obviously it's not residential in nature and then you can see as you kind of transition into C-1 which is our neighborhood commercial for all the medical uses there as well as the dispensary and some offices along Highway 47.

So I'm going to go through kind of almost two presentations here because I want to get everyone caught up. The first here, this is the sketch plan. So I'm going to go through the contents of the sketch plan, what was originally proposed. This is as I get through these slides, you realize it's not the final what's in your packet for approval tonight, but I want to get everyone on the same page of how we got to what they're actually asking for tonight.

So this was the original sketch plan that staff reviewed and then Planning and Zoning reviewed and they came back the following month for full review. It originally had 26 units, all of them 13 duplexes. You can see there on this aerial, this was the original plan, 13 duplexes. Each one of these buildings has had two units, and you can see they have this internal drive lane come in here and they did have the engineer draw out to make sure it meets the radii, turning radii for fire trucks, trash trucks and whatnot. It does have one unit that accesses Madison Avenue.

You can see they did submit a Preliminary Landscape Plan at that point as well to kind of show this buffer. There was a lot of concerns here from the neighborhood and frankly, from Planning and Zoning about the density and its compatibility with the surrounding properties. Planning and Zoning, after hearing comments and reviewing it themselves, the Commission kind of had some comments back to the applicant saying, you know, maybe we should talk about removing some units, increasing that buffer along Washington Avenue. Obviously, with this coming in, this was kind of the front of the unit, so the back of these units faced Washington Avenue which obviously the existing homes and traditional you have single-family homes facing the street. There is a lot of concern about it not being compatible with the style of how Washington Avenue and First Street looks in this location.

Again, here was the contents of the sketch plan, kind of getting into the site plan with the improvements to the utilities. Right now, there is a sewer line that runs down that alleyway. They are proposing to remove that, replace the waterline and actually loop it. So they've talked to our Water Department that would actually be an improvement for our water system, having a looped water line and then pulling sewer off of First Street and extending that as well and pulling out the existing ones. So that just shows kind of the in-depth plans that they reviewed at that

point. Again here, that kind of gets into some of the details of that. You can see they do have some proposed storm detention basin here as needed. You see the storm pipes getting to that area.

Here is the proposed layout of the duplexes. I'll show you on the architectural renderings, these are kind of a different style of what we traditionally see as a duplex, where you just have a shared wall down the middle, these kind of are three stair stepped up. What you see in red is one unit. On the ground floor, they kind of have most of the building, two thirds of the building, and on the second floor they have just one section. The other unit is a kind of a tall, skinny building with three floors. So you have one, two, three, they just go straight up. You'll be able to see that here, how they kind of stair step up so you'd have one unit here and then this is the other unit of the duplex. That just kind of shows you the style of what they are proposing.

Here's another view. You can see the one unit with the garages coming off of Madison Avenue. This shows you the topography of how much lower this is compared to the ones on top of the hill. Just another view. So you can kind of see how that was proposed to come in. And then another view, I'm going to kind of click through here because again, we have to get to the actually Preliminary Development Plan.

Some of the design references so they have, you know, they have these brick buildings. The color of it kind of matches the hospital brick that you see just blocks south. There was some discussion about the style of the brick color because in a planned residential, we don't have architectural guidelines. But in a planned residential, P and Z and the City Council has the ability to add architectural requirements into the approval. And so that was one of the requirements in our code is for them to show some examples of what it would look like.

So when they came back a month later with the preliminary plans submittal, they heard not only from the neighborhood but from the Commission. You know, the Commission at the sketch plan process voted unanimously to approve the sketch plan, but with the comments that, yes, you've met the minimum requirements, we approve the sketch plan, but come back with some adjustments from those comments.

They came back last month and they removed three units. They went from 26 down to 23. So it's actually one less than what the current zoning would even allow. They created three single-family units along Washington Avenue, which I'll show you to kind of have that transition zoning that we talk about a lot in between the existing single-family. Now they're proposing a family and then the duplexes to the rear.

They have changed the brick color of those homes, the specifically those three homes to kind of have that red brick that fits into more of the Washington style of our German red brick. And then they changed the orientation to the match the neighborhood. One thing I didn't point out was with that road kind of snaking through there, some of those duplexes weren't necessarily lined up exactly with the grid style, I guess you could put it, even though the grid doesn't complete in that block for the grid style of Washington first so they changed orientation to kind of match that grid and then they increased the buffer on Washington Avenue as well.

So this is what they came back with to Planning and Zoning last month. You can see here kind of highlighted in green, these are now single-family homes. So they have three single-family homes instead of duplexes along Washington Avenue. Each of these oriented towards Washington Avenue, kind of in that grid style on Washington and have front yards and

backyards here, though, the applicant will be able to, I think, explain a little bit better the topography here. But some of these garages do kind of slope down into it.

You can see they still have the turn around here that meets the fire lane requirements as well the ability to have trash trucks in there as well. One thing that did get brought up at both meetings was, are they going to have a dumpster? Are they going to have all the trash brought to Washington Avenue? Each unit in their way requirements will have to have just like a normal single-family home, bring out your trash and a trash truck will be able to come in and pick up the trash here.

They did increase this buffer here and then got a little bit more specific on the types of landscaping. So you can see the actual style of trees. They do have some oaks here that will be able to obviously eventually grow up and have kind of a more of a barrier, and then you can see a style of trees here as well with that buffer.

Wessels: Before you leave there, is that a second egress into that cul de sac?

Maniaci: Yes. So they're going to have, it pulls in here and then this is kind of one...

Wessels: Yeah.

Maniaci: Egress one here. This isn't necessarily considered a fire lane because you only need the 26 feet around here. But obviously, the general population will be able to drive through here as well.

This just shows the change in floor plan for the single-family home. This floor plan for the duplexes remain the same and the preliminary plan, but then they show here in the single-family home. So there's you know, they're not all exactly the same. They kind of vary in size. But this gives you the general layout as you can see and then again on the duplexes, those remain the same.

This gives you the architectural renderings of what it would look like on Washington Avenue. To kind of show you that single-family home, they have that red brick, kind of not all of the exact same. This one has a little bit different material. This one has brick, but you can just kind of see the style of it with that front porch covered front porch there, which was discussed and is discussed with staff and P and Z. We do feel that this kind of matches the architectural style of Washington a little bit better, kind of transitioning into that more modern duplex in the rear, kind of having a mix of the two. You know, if you drive down Third Street, there's a lot of homes that kind of have that covered porch in that style. Just some more views here, more of a street level so you can kind of see what it look like directly across the street. Just another view looking north on Washington Avenue towards the river, you can kind of see is being able to see the duplexes. Obviously, these in white are those duplexes in the back, but they are behind that drive lane and then the single-family is what is closest to the street. Here another view of that. You see how these garages, those actually slope down so you slope down into there, again with the front view overhead.

So again, they maintain their fire lane throughout here and it does, having that fire lane here does increase that buffer on this side as well.

You can kind of see the green space they've added in the preliminary plan. Here is just a cross section.

You can see the topographic change between the two and again, the revised site plans showing the utilities and infrastructure changes, as well as showing that they still have the radius

and traffic control here as well. They do show some and I don't think I pointed out they have some amenities here. There's a pickle ball court and then they maintain an open space in between here. They put in their commentary, they plan to trim back some of that and clean it up but keep many of the trees there in place.

We just wanted to point out, this is the original town of Bassora. This is what the blocks look like today. So you can see how long and skinny these lots are. This is what was platted originally and you can see the topographic change here. So it's really not it's not feasible to have that be developed as it was platted originally, and that what's going to get into the next few slides that really shapes the reasoning for asking for a planned residential.

We have some language in our code that says when a planned residential is inappropriate and one of them is whenever there's something unique and peculiar about the site or some type of hardship topographic that keeps them from using traditional zoning and obviously here you can see the topography and the current lot layout did not allow it to be developed as platted.

So with our recommendation again, staff feels this is an excellent application of our Planned Residential Zoning Code. I think there is a question a lot, if as a developer asking for planned residential strictly to get a little bit more out of the development, trying to squeeze more lots out of it or trying to just we don't want the setbacks. This is actually looking at the existing condition of the property and saying we can't use traditional zoning here and we think it fits into that application of our Planned Residential Code very well.

In section 400.115 of the purpose of Planned Development Districts, it says it provides a mean of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; is to encourage more imaginative and innovative design of land development; and to promote a more desirable community environment and has site planning that better adapt to the site conditions and its relations to surrounding properties that would again not otherwise be possible under conventional zoning.

So we think, you know, looking at those three objectives of planned residential, this proposal meets all of those. The process is meant to allow for feedback and adjustments. That's why we require, it's a higher risk on the developer, but they have to pay for the plans upfront. It's a risk on them, if it doesn't go through it those plans are, you know, they paid for them and that's the risk they take for going this process, but the point of that is to allow for input and feedback and adjustments throughout this whole process which I think is what we've seen not only from comments from staff, from P and Z, but from the neighborhood as well.

So again, the topographic nature of the property does not allow the property to possibly developed under conventional single-family zoning. It again, the current zoning allows for 24 homes and the way that slopes down, it just wouldn't be possible for them to be able to fit that current plat as it sits today.

The proposed plan, we think, uses innovative design to achieve a similar amount of units, actually one less on the more developed portion of the property. They're kind of putting it on the portion that is developable and that's why they're asking for duplexes instead of single-family and also uses imaginative architectural styles to buffer single-family from the portion of land that is most dense. So they have that single-family style that has that red German brick, but also kind of mixes in that architectural style of the more modern duplexes to the rear and transitions that back.

The plan meets the requirements set forth of that section as it was intended to be written in June of 2022. So if you remember, we changed that code for planned residential in June of 2022 with the intention of it being to, I emailed all of you when that when we went through the sketch plan process, but the intention of that was to allow for these to be approved on a case by case basis to say, okay, what is the actual what are they actually proposing here and how is it fit into the neighborhood. So when you look at the requirements set forth there, they do meet that.

That is all I have. Planning and Zoning again did review this last month and they did vote unanimously to approve the Preliminary Development Plan and the rezoning.

Holtmeier: Is the duplex going to be red brick, too, or they're going to stick with the...

Maniaci: That is I believe they're going to stick with the white on those are the beige but that would be...

Steve Hoard: That's not true Sal.

Maniaci: Okay, yeah, we'll let them answer.

Holtmeier: Okay.

Wessels: On your second presentation to P and Z, correct?

Maniaci: Yes.

Wessels: Did you get any feedback then from neighbors?

Maniaci: Yes, we still got some feedback. I think they, we heard some feedback that the neighbors were appreciative of the change but I'm sure we'll hear some more tonight that they would prefer just to be totally single-family. We feel that it does show a good transition. You don't have 100% single-family in that area. You have the American Legion, which is a non-conforming use and we feel going from single-family to two-family is not too intrusive of an up zoning for this this area. Because if you remember, this application first came in strictly just as our R-3 Multi-Family and that was we actually encouraged the developer, hey, let's withdraw that and come back and planned residential given the nature of this because I mean, this would not be an appropriate area for just a traditional multi-family apartment complex. We think this is a good compatible use and a good compromise to a lot of the comments we heard.

Mayor Hagedorn: I'll take a motion to...

Maniaci: It's a Public Hearing.

Lamb: It's a Public Hearing, you've got to take comments.

Mayor Hagedorn: Okay.

Maniaci: The applicant is here.

Lamb: Let the applicant...

Steve Hoard: Good Evening Council.

Klekamp: I'm sorry can you state your name and address please?

Steve Hoard: Yes, I'm Steve Hoard. I live at 1125 Dunwoody in St Louis. I'm the architect, I'm a Missouri Licensed Architect, 25 years' experience doing these kinds of projects. I've just prepared a bit of a response of how the project resonates with the PD, with the Planned District Development process.

So just to start, we wanted to just thank a few of the people, the neighbors that have come and commented. It's been a very good dialog. We've had and we've made changes that improve the project because of it. We're grateful to have Rick and Mark from BFA Civil Engineering here in town working on the project, Terri Kile of Dolan Realtors here from Union and then Planning

and Zoning. Sal's been very, very helpful. In the first sketch plan meeting we had, Department Heads from Fire, Water, Public Works and they were extremely helpful in crafting a lot of the ideas for utility resolutions on this idea of the loop that he mentioned for water, improving the water, the whole neighborhood, and we'll talk about that.

So I'm just going to go through a few of the things. To clarify just really quickly from Sal's comment, the plans you see in front of you with the white duplexes, that's a matter of time. The project is intended to be a cohesive materiality across the project. So a mix of brick and hardie board, batten board and other in the white, the gray and the red brick across the board, the whole thing. So it won't look like that. It'll look like what you see in the color down there. So that's the point. It's just a matter of preparing an entire to render the whole site is a lot more money for the developer before we get further down the line.

So the project goals and just an introduction to the project. So the project is an investment by Florin Boicu in his beloved hometown. Florin was here as a young man and he came to Washington at the age of 12. His family relocated to the Pacific Northwest, but much of his extended family stayed in Washington. And he came back quite often over the years and now again recently has made Washington his permanent home. He's currently building a house here in Washington and is here for the long haul and is looking to be the visionary of legacy projects in town. He's looking to create a reputation and quality projects for the rest of his time here in Washington. He's permanent now.

As far as the adherence in residence with the planned district regulations, I've got a bit of a list here, and so these are how the project responds and how we design the project to the PD and the municipal code intent and purpose.

So the purpose of the PD to provide greater flexibility and development and encourage imaginative, innovative design. The way we approach this project, given that it's hillside and it's basically one of the last large pieces along the river, is how to create a low density, multi-residential project that respects the neighborhood and that takes advantage of all of the views of the river as much as possible.

So if you notice, like the first look at the project, it's like wow those buildings are a little strange, you've got one, two and three stories together. And the reason for that, if you follow along, is this are, here we go. If you follow along, they stack down and back up, and then if you notice the units behind which are basically about 10 feet above the units below them, they're shifted 18 feet to the west. By doing that, you have a view over the top of this guy and a view over top of that guy and a view over the top of the or through the middle of the two. So everybody in this zone has the same equal, full view of the river, including the shoreline and the river trail. So you don't compromise view there by having those units stacked behind each other, and we'll talk about that.

So the building footprints, the idea of the building footprints being small and compartmentalized like this is so that we don't have to do a ton of grading. Other projects might come in here and do a ton of grading and fill it in. It's possible. But by keeping the native and the original topography, we're using small footprint so we don't have a lot of grade change across the building and therefore we have the same drainage patterns and we have the same wildlife pathways.

We also created window openings in strategic facades on these buildings. So you'll notice most of the buildings are similar, but the backs of the buildings or the buildings not on the riverside have smaller punched openings. The front of the buildings, so the buildings, the side of the building that faces the river are large expanses of glass so the people in these spaces have a much have much more privacy from this side, but much more view from that side. They also have windows, you'll notice, on the inside face of the stories as they go up. So when you turn the building sideways, such as this one for an economy of scale, building the same buildings across a site, you still have views of the river, even though you have large expanses of glass facing the nature section of the property.

So we spent quite a bit of time looking at how we don't do a lot of grading, how we minimize large retaining walls and how we keep the existing topography and that's how the building was created, the massing of the building and the design of the project.

So this is kind of how we're saying we're responding to this idea of innovative because it's just not like any other project. The overall effect of the siding of the buildings and the single-family buffer along Washington promote a more desirable community environment. As you walk up Washington or drive up Washington, really, we're not talking about this as a buffer. These three buildings are not a buffer. They are a part of the community. They become a buffer for the duplex projects behind them. And so since these are all interior, if you're walking along the street here now, the tree line starts right about the middle of these houses. This is all open space now. That is one of the things we're doing is preserving much of the trees and much of the wildlife on this side by using the existing open space that's there.

So number two, how does The Bluffs at Bassora Place Project respond and respect the Planned Development District objectives? Site planning that better adapts to site conditions in relation to the surrounding properties. The proposed plan in front of you makes sense out of the natural topography and mitigates the need for major changes to the topography. We talked about that. The current zoning and parcel map, the plot that's there now from the original old Bassora town has very narrow lots, as Sal pointed out, and 25 over 25% gradients. So more than three quarters of those lots starting here and going all the way over to Madison were completely unbuildable. There is really no feasibility to just build what was on the plot. That's why the PD makes so much sense for us.

The project relationship to the surrounding properties works seamlessly with a single-family vernacularly designed rows of homes spaced out on Washington and that with backyards and porches just above the street in a traditional urban planning model. In addition to the zoning buffer to the duplex residential units, inboard in the projects, the garages for the homes on Washington are down and away and on the side from the street and none face out to the public street. So you're not looking at a house with a garage. We don't have to mitigate a certain percentage of the facade to be another material because the garages are not in view.

Letter B from the Code Functional and beneficial uses of open space. The site layouts not meant to not only maximize personal privacy among the units, but to locate building footprints in areas away from existing wooded and natural landscapes to preserve these areas and create a three acre on property walking path along the trees with river views. In addition to the walking path, the public gathering area with barbecue seating and pickle ball and sports courts is provided on the south side of the site. So that's in this location here. Hard to see here. Sal can maybe teach

me how to move back with this guy in a minute. But there's pickle ball court, barbecue, hangout, public space here that attaches down to a nature path that runs all the way around on the property. It stays on the property and comes back around, and the nature path will have views of the river, and it's beneficial for everybody to walk with their dogs or this type of thing.

So we're not taking huge swaths of trees out because there are basically no trees in the location we're talking about. There's a big, huge pine tree here that potentially we'll have to go and there's a couple other oaks that are in the way of buildings. But we're talking about a very, very small percentage of trees that we're taking out to do this development.

Letter D Creation of a safe and desirable living environment for residential areas characterized by unified building and site development program. So to answer your question, Joe, I think you asked, are these buildings white? No, they're not. The idea the building program and site development programs proposes one that's unified in building massing and material types. So even though the single-family that you see out here has porches, it's faced out to the street, it has a similar massing and building tectonics to the rest of the project. So you're not going to see a huge contrast between the two units. These don't have third stories from the street. This has a basement garage that you come down to, but it's a two story building from the street. These are up to three stories in the back. The idea the village feel of it and the overall cohesiveness is a palette of materials that's red brick, gray or white hardie board and the dark gray roof.

So the characters purposely designed to allow living space on all four sides of the building as well. So oftentimes that you get multi-family projects, there's a back of house. The idea of this project is that even the garage side of the buildings has a beautiful inset windows pushed back more than six inches, just not right on the face. The garage doors are of a higher quality material and you have brick on the buildings. So the idea of no back of house designing all four sides of the building to be where you're walking and living in the project.

Letter E Rational and economical in relation to public utilities and service. So as we explained in our first meeting with Sal and the Public Utilities, we had lots of good info and worked with BFA and here in town to locate a new sewer, a new sewer loop, new water loop. The intent of the rest of the utilities that aren't the large utilities like that are designed to be undergrounded telecom, cable, that type of thing. So at the suggestion of the City Public Works Department, Mr. Kevin Quaethem was here. You guys know who he is, Superintendent. He suggested that if we take the six inch main from the corner of first in Washington and we loop it through our project and then continue on into the City loop over on the west side of the property, that they would that we would improve the water quality of the entire neighborhood because we have a constant flow of water and we're not dead ending into a clean out. So that's pretty cool. It doesn't change the constructability of our site. It's the same way, we don't just the point is we don't dead end into our site. We use the main road, the vehicular road as a loop.

Number F was the Efficient and effective travel circulation both within and adjacent to the development site. So currently, our project in Washington is a dead end cul de sac. This forces trash delivery, as pointed out by one of the neighbors in the last meeting to back, to go on, to come along first and back all the way up on Washington to pick up the cans on the at Washington so they can drive out, so you don't have to turn around in that small cul de sac.

With the creation of our 26 inch wide or 26-foot wide minimum fire lane and shared vehicular access road through our property, can we go back to the site plan? Right now, a fire apparatus goes down there. They're going to have to do a three point turn, especially the big truck and trash trucks as well. So now what they can do is they can, even though it's a private road, fire apparatus can legally come on the site and so can trash and other larger vehicles. It can come straight through, it can drive up the street, come around and come back out and they won't have to turn around. It actually improves the vehicular circulation in the neighborhood.

So that's kind of the key points. I think the main thing we wanted to get across is that the project is designed to be a quality legacy project for Florin and for the developer here.

Through the process, we have been able to really openly and actively work and kind of a workshop fashion with the City and the neighbors. We think it's become a much better project now that it has single-family along Washington.

So the project was always one that was designed to adhere to the code, respect the code, respect the neighbors, and do something that everybody has gone that's on board with and loves. So that's kind of the summary. So if anybody has questions, I'm happy to answer.

Patke: Great job.

Reed: Do any of these units have basements?

Steve Hoard: That's a good question. So the single-family this single family has a basement, has approximately 800 square feet of unfinished basement, tentatively right now. It has a walk out on this side, and so does this one. The topography starts ramping up here. So these guys can actually have a private patio or parking. These guys could have a basement and a small patio. So we have a garage basement combo. This house does not have a basement. But all of these along this side where we're right up against the hillside and we're starting to get into that larger percentage of slope, 17% and higher slope, require us to have all an over 10 foot high basement wall down there, which means that we could easily have basements here. The way that the plans work is that they're stacked on top of each other. So it is a matter of us just designing in the basements. These three for sure will probably have a basement, this one will probably have a basement and these three will probably have a basement and the rest will not. It can work either way, not counted in the square footage as though in the moment.

Mayor Hagedorn: Any other questions you guys?

Steve Hoard: Thank you very much.

Mayor Hagedorn: Thanks Steve. Okay, anyone else like to address?

Jo Ann Radetic: I live at Number 2 River Pilot Point and my driveway on that picture comes off of the right side, right into the cul de sac. This development is what I will look at out of my kitchen window every day. I can see the whole property from my kitchen window, but that's all I'm going to say about that part of it.

Right now, I feel like, you know, it's going to probably get past like you see it. So I'd like to address traffic. There's a sight distance problem at the intersection of Third Street and Washington Avenue. I generally drive or walk across that intersection every time I leave my house. This Bassora Place Project will cause a major increase in traffic volume at that intersection since all of the traffic from the densest part of this development will be on Washington Avenue. I'd like to request that the City eliminate at least three on-street parking spaces on Third Street that are immediately east and west of the intersection with Washington

Avenue, especially on Third Street, that's just west of this intersection. I think that will improve the safety of our neighborhood and of people coming in and out. Right now I counted, there's probably at least seven property owners maybe that use Washington Avenue and come out onto Third Street at this time. But the development, once it's completed, will probably add, you know, 20, 24 more families not counting the one down on Madison Avenue. So that's going to be a lot more people that are coming out of Washington Avenue and trying to get across Third Street because most people aren't going to go down First Street and go up to Fulton, where you've got better sight distance. That's just going two blocks out of your way to save your life.

So anyway, I'd like to thank you for your consideration of my request to improve the safety of our neighborhood. And that's pretty much all I've got to say. I'm like I said, I'm we're going to have to get well, I'm going to have to get used to having 20 more people pulling out into the cul de sac to when I want to leave my house. But that's pretty much all I've got to say. Does anybody have any questions of me? No, thank you very much.

Mayor Hagedorn: Thank you Jo Ann. Anyone else?

Ron Williams: Good Evening. Ron Williams, live at 1115 East First Street. That is two houses up to the east from this development. I'm about 25 feet higher than Washington Avenue. So my patio, I'll be looking at this development and it looks like it's steamrolling toward its approval. I just want one quick comment. I'm going to wish the developer good luck and Godspeed to get it done because I worked in government for quite a long time and work with PD Districts and developments and things change over time. Quicker you get it done, the better it's going to be for everybody concerned. So I hopefully he's ready to go and he's going to have a nice clean development and won't get any mud on the street.

I will echo Jo Ann's concern. It's always been a problem up there because very honestly, the hospital people park there because they want to use their parking lot down there and all it's going to take is to take off another parking space in every direction on Washington. And while you're at it, look at Fifth Street too because that needs to be done there. You have to literally pull out into the street to do it. I avoid Third and Washington. I'll go out to Fulton very honestly. Thank you for your time.

Wessels: Ron, is that are you talking about, I guess it's the corner where the American Legion, is that corner?

Ron Williams: Yes.

Mayor Hagedorn: Where the cannon is.

Ron Williams: Yes, they park, parking's allowed on every corner on that intersection.

Wessels: Okay.

Ron Williams: It's particularly worse on the west side of that intersection and very honestly it's because the hospital people park there and they have a lot down below. There you see it there and you can see how full it is. Nobody wants to park that far away and walk up the hill what the problem is. There's one spot on Fifth Street, which is on the north side west there that needs to be taken off at least one, maybe two. If they got the parking that they facilitated to have there, then they ought to, you know, park down there.

Reed: We need a gallon of yellow paint?

Ron Williams: I might have some left over, but no, I won't do that sort of stuff. That's supposed to be the City's and maybe they and they should ordinance and sign it to. So thank you.

Patke: Thanks Ron.

Mayor Hagedorn: Thank you Ron.

Holtmeier: Can we send this on to Traffic for study?

Wessels: There you go.

Lamb: Certainly. I think that's the best place to go.

Maniaci: Yeah. I mean...

Lamb: *Inaudible*...correspondence.

Maniaci: I would, I mean it's obviously up to you all, but if you feel this needs to be tied together and we could but that if it's an existing issue, Traffic Committee can review it with or without tabling or approving this.

Holtmeier: Well, that's what I'm saying.

Maniaci: Yeah.

Lamb: I think it's better suited there.

Maniaci: If it's an existing issue then. If it's not just parking, if there's some landscaping or something, then that can be taken care of as well.

Holtmeier: We're good.

Mayor Hagedorn: Any other comments, folks? Okay, Sherri.

Klekamp: Need a motion to accept it into the minutes.

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

Resolution No. 22-13664, a resolution approving the preliminary development plan for The Bluffs at Bassora Place on property located at 15 and 17 Washington Avenue, Washington, Missouri.

The resolution was introduced by Councilmember Behr, seconded by Councilmember Coulter. With no further discussion, the resolution passed without dissent.

Bill No. 22-12703, Ordinance No. 22-13665, an ordinance rezoning 15 and 17 Washington Avenue from R-1B Single Family Residential to PDR Planned Residential in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* **Health Benefits Recommendation**

November 30, 2022

Honorable Mayor and City Council

City of Washington

Washington, Missouri 63090

RE: Employee Insurance Renewal

Dear Mayor and Council Members:

We recently met with Scott Schroepfer and Wanda Gilbert, with Schroepfer Insurance, where they presented recommendations for our 2023 employee insurance renewals. Schroepfer Insurance has consistently provided the City with efficient, professional, and valuable assistance in being able to offer our employees high-quality healthcare coverage at an affordable price.

It is the recommendation of staff to accept Schroepfer Insurance's suggestion to keep the medical insurance with Anthem with no increase in premium! We also recommend keeping the dental, vision, basic group life insurance, and voluntary supplemental life insurance with Equitable. This will come with a slight increase in dental premium, but no increase to the other lines of coverage with Equitable.

We will be moving the Worksite Benefits coverage from Guardian to Hartford with better coverages and savings for most lines. Finally, we are recommending staying with iSolved Benefits for the flexible spending account.

With your approval, staff will proceed with the recommendation.

Respectfully submitted,

Shauna Pfitzinger

Human Resources Manager

After a brief discussion, a motion to approve the recommendation made by Councilmember Briggs, seconded by Councilmember Hidritch, passed without dissent.

* **Highway 100 Median Request**

December 5, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Request to put out to bid – Highway 100 Median Landscape Bed Services

Honorable Mayor and City Council,

At the November 21 City Council meeting, John Nilges and I presented four potential solutions for maintenance of the Highway 100 median landscape beds. See attachment for those solutions. At this time, City staff and the Highway 100 Median Committee believe the best and most economical decision (Solution #1) is to go out to bid again for an annual maintenance contract. This solution will allow an outside source to spruce up the medians to a higher level than they are being maintained now. After a year of maintaining the existing plants, if the desired outcome is not what you had envisioned then we can look at options, per

MODOT's guidelines, for new plantings, additional plantings or other options to improve the median beds. Please keep in mind the DNR MS4 staff that presented at the November 21 City Council meeting, also supported the Highway 100 medians, as they complement the MS4 program and help with compliance.

Accordingly, the Highway 100 Medians Committee and staff recommends that Council consider putting the Highway 100 median landscape beds out to bid for an annual maintenance contract.

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker, MA, CPRP

Director of Parks and Recreation

POTENTIAL SOLUTIONS

• SOLUTION 1

- Keep what is in place – improve visual appearance & maintenance via contractor
- Eliminates City staff accident risk & allows staff to maintain other areas of City
- \$30,000 budgeted in FY 21-22 in Stormwater Fund for this project
- Winning bid - **\$20,800/yr.** (5 year contract)
- May 2, 2022 Project TABLED by Council – HWY 100 Medians Committee to be formed

• SOLUTION 2

- Pour in concrete
- Cost - \$250k + \$500k (potential Federal payback)

• SOLUTION 3

- Combination pervious pavers with natives
- Cost - \$250k + \$10k/yr.

• SOLUTION 4

- Turf grass + non-natives
- Cost - \$200k + \$40k/yr

After discussion, a motion to approve Solution 1 made by Councilmember Wessels, seconded by Councilmember Patke, with Councilmember Hidritch voting nay.

* Missouri Health & Wellness Dispensary

Economic Development Director Sal Maniaci briefly discussed the accident at the Missouri Health & Wellness Dispensary, which caused substantial damage to the building. City staff have been working with their engineer, contractor and owners to help issue a permanent structure permit. The dispensary owns the gravel lot to the north and will be leasing a trailer on the lot to continue business during the rebuilding process. This does meet the setback requirements; however, there is a property next door that is zoned residential. The code

requires a 20 foot buffer or for Council to approve a fence in lieu of a buffer. After discussion, a motion to put in a fence in lieu of a buffer made by Councilmember Patke, seconded by Coulter, passed without dissent.

ORDINANCES/RESOLUTIONS

Bill No. 22-12704, Ordinance No. 22-13666, an ordinance accepting the proposal from Rolwes Electric, Wentzville, Missouri and to approve the purchase and installation of a 100kW Generator and Transfer Switch for the Communications Division at the Public Safety Building.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Reed-aye, Patke-aye, Coulter-aye, Behr-aye, Wessels-aye, Hidritch-nay, Holtmeier-aye, Briggs-aye.

Bill No. 22-12705, Ordinance No. 22-13667, an ordinance authorizing and directing the execution of Amendment No. 1 State Block Grant Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12706, Ordinance No. 22-13668, an ordinance amending the 2022 Budget for the period of October 1, 2021 through September 30, 2022 for the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12707, Ordinance No. 22-13669, an ordinance amending the 2023 Budget for the period of October 1, 2022 through September 30, 2023 for the City of Washington, Missouri.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12708, Ordinance No. 22-13670, an ordinance accepting the quote from Fry and Associates, Inc. and to approve the purchase of two mini shelters at Southpoint Bark Park.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 22-12709, Ordinance No. 22-13671, an ordinance authorizing and directing the execution of a Franklin County Narcotics and Violent Crime Enforcement Unit Joint Contract.

The ordinance was introduced by Councilmember Patke.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* Washington Historic Preservation Commission Annual Report

The Certified Local Government (CLG) Annual Report was briefly discussed. A motion to approve this item made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

MAYOR'S REPORT

* Merry Christmas.

CITY ADMINISTRATOR'S REPORT

- * Declaration of Candidacy for the April 4, 2023 begins tomorrow.
- * Community Wide Comprehensive Meeting is next week Wednesday, December 14, 2022 from 6 p.m. to 8 p.m. at the City Auditorium.
- * Connect Washington Presentation is this Wednesday, December 7, 2022 at 4 p.m. in the Council Chambers.

COUNCIL COMMENTS

- * Discussion on options for a Panhandling Ordinance.
- * Brief discussion on having one Council Meeting in the month of December. A motion to have one Council Meeting in the month of December made by Councilmember Hidritch, motion died.

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 8:35 p.m. on the following roll call vote; Reed-aye, Patke-aye, Coulter-aye, Behr-aye, Wessels-aye, Hidritch-nay, Holtmeier-aye, Briggs-aye.

The regular session reconvened at 10:26 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 10:26 p.m. by Councilmember Holtmeier, seconded by Councilmember Behr passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



December 2, 2022

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

RE: Busch Creek Greenway Project, TAP-6406(606)

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 1 for this construction project. The overall contract amount has been increased by \$29,435.75 as shown in Change Order #1. A retaining wall was added as well as additional fence in two locations, curb and gutter, permanent signs and base material to raise the trail near the creek and near Highway 47. The total project cost is \$654,635.75. The grant funding will reimburse 55% of the funding of this construction project.

Respectfully submitted,

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

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



CHANGE ORDER #1

NAME OF PROJECT: 2022 Busch Creek Greenway Project, TAP-6406(606)

OWNER: City of Washington, Missouri

CONTRACTOR: K. J. Unnerstall Construction Co.

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price	\$ 625,200.00
Change Order #1.....	\$ 29,435.75
Final Contract Amount.....	\$ 654,635.75
Previous Payments.....	\$ 625,117.40
Balance Remaining.....	\$ 29,518.35

Accepted:

Approval:

Date: _____

Date: _____

K. J. UNNERSTALL CONSTRUCTION CO.

CITY OF WASHINGTON, MISSOURI:

By: _____

By: _____

Title: _____

Title: _____



December 13, 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>
Benjamin Juergens Police Officer	January 3, 2023	January 3, 2024

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. D. Hagedorn", is written over the text "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: December 13, 2022
TO: Mayor Doug Hagedorn
SUBJECT: Reappointment of Police Officer

Honorable Mayor,

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

NAME	DATE EFFECTIVE	DATE EXPIRES
Officer Benjamin Juergens	January 3, 2023	January 3, 2024

Thank you for your consideration.

Respectfully,


Jim Armstrong
Chief of Police

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 22-13658 AND ENACTING IN LIEU THEREOF 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: Ordinance No. 22-13658 is hereby repealed.

SECTION 2: 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 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

MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter the "Agreement") is entered into on the 1st day of October, 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 \$10,080.00 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: Joyce Pollock

By: _____

Name: JOYCE POLLOCK

Name: _____

Title: PRESIDENT

Title: _____

Date: 12/12/2022

Date: _____



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Date: 12/13/2022
Subject: RCC Inc. Maintenance Agreement.

Mayor and Council,

On November 21, 2022 Council approved Ordinance No. 22-13658. While finalizing said ordinance with signatures, RCC found they had entered an incorrect contract start date and the total contract price was not correct.

The start date should have been the 1st day of October instead of the 21st day of November, and the correct total contract price should have been \$10,080 instead of \$10,800.

I am asking Council to repeal Ordinance No. 22-13658 and approve the new one.

Thank You,

Kevin Quaethem

A handwritten signature in blue ink that reads "Kevin Quaethem".

Public Works Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 22-13662 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 UNNCO DEVELOPMENT CORP AND AMEND THE 2023 BUDGET

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

SECTION 1: Ordinance No. 22-13662 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 UNNCO DEVELOPMENT CORP., 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

UNNCO DEVELOPMENT CORP., or assigns

dated as of

_____, 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of December _____, 2022, by and among the **CITY OF WASHINGTON, MISSOURI** (the “*City*”), a third-class city and political subdivision of the State of Missouri, and **UNNCO DEVELOPMENT CORP., or assigns**, a Missouri corporation (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 substantially 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 31, 2023, for final 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
	Total Project				\$ 975,495.40
	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. Notwithstanding the foregoing, Riverbend Estates shall have two access drives for future expansion.

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:

UNNCO Development Corp.
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, 2nd 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

UNNCO DEVELOPMENT CORP.

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 **UNNCO DEVELOPMENT CORP.**, 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.

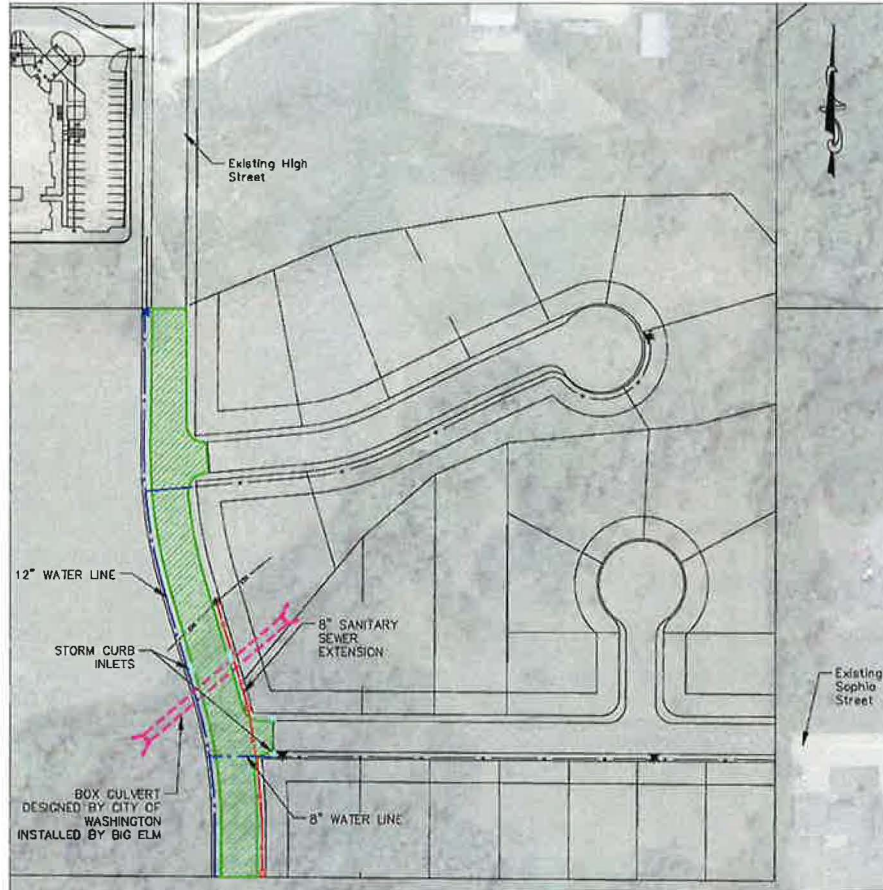
Name: _____

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 SURVLY 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

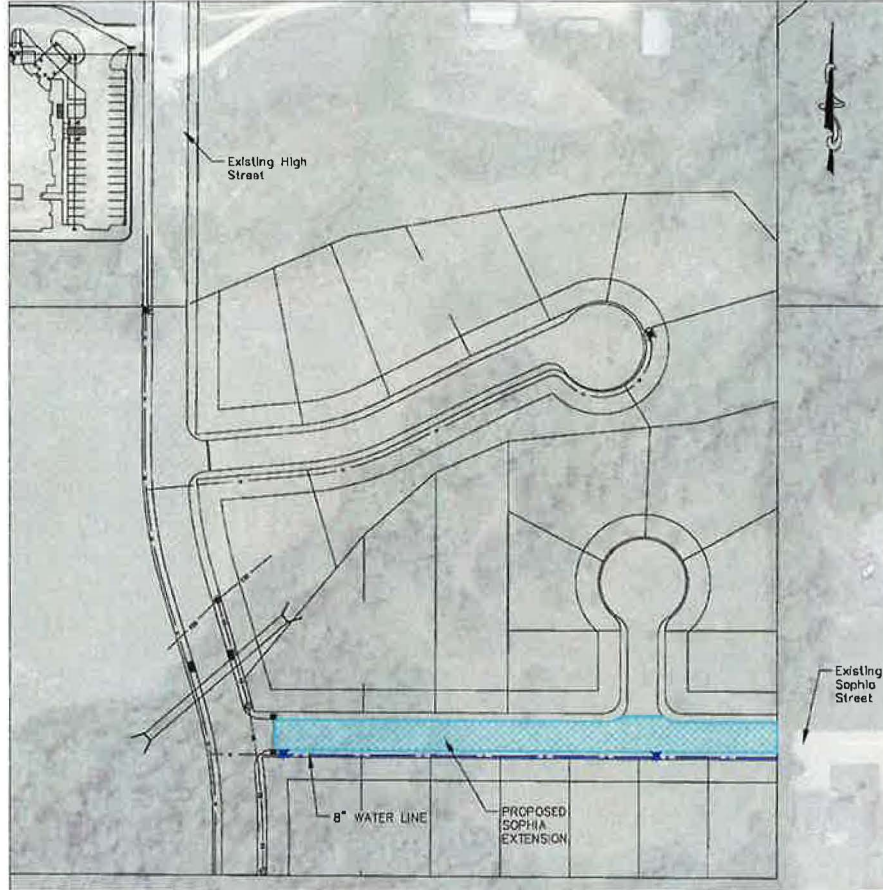
HIGH STREET EXTENSION / SOPHIA CONNECTION WASHINGTON, MO.

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

JGC No.
-



December 13, 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. This development agreement amendment was previously approved but the following changes are required to get the performance bond:

1. **Change the signatory from Big Elm LLC to UNNCO Development Corp.**
2. **Add a provision that requires the City to grant two entrances from the next phase in the Riverbend project.**

All other changes are the same.

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:

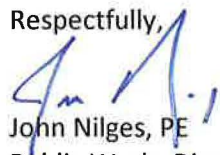
The project will be paid for out of three budgeted funding sources: Transportation Sales Tax, Stormwater fund and the Water Fund.

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 AUTHORIZING AND DIRECTING THE
EXECUTION OF A PARKING LICENSE AGREEMENT BY
AND BETWEEN THE CITY OF WASHINGTON, MISSOURI
AND WASTE MANAGEMENT OF MISSOURI, INC.

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit I

PARKING LICENSE AGREEMENT

This Parking License Agreement (“Agreement”) is made and entered into as of _____, 2022 by and between the City of Washington, Missouri (the “City”) hereby grants to Waste Management of Missouri, Inc., a Delaware corporation (the “Licensee”) a license to use up to twenty (20) parking spaces (“License Area”) each being approximately 12’ x 36’ in size and located on the City’s parking lot located at the City of Washington Struckhoff Sanitary Landfill at 925 Struckhoff Lane, Washington, Missouri, as depicted on attached map. The parking spaces shall be on an unallocated basis in common with the City, other licensees of the City, and the agents and invitees of the City. Licensee shall comply with any reasonable rules and regulations that the City may make from time to time with respect to the parking facilities.

Licensee shall have the option to utilize additional storage for up to twenty (20) additional roll off containers, compactor and dumpster units and roll off trucks (“Units”). If Licensee exercises the option, then the additional future storage area indicated on the attached map shall be utilized when Licensee provides the City with 60 days’ written notice.

The term of this Agreement shall be twelve (12) months commencing the 1st day of January, 2023 and ending the 31st day of December, 2023.

All fees must be paid in advance. Parking fee for the license area shall be **\$700.00** per month for the first 20 units and is due **BEFORE** the first of each month. If Licensee desires use of the additional space as described above, the fee shall be based upon the amount of additional space and using the calculation of Thirty Five and 00/100 Dollars (\$35.00) per Unit. Non-receipt of payment not cured within ten (10) days of written notice from the City will result in a loss of license to park.

This Agreement permits the parking of fully operable Units only. Access to the License Area is during landfill business hours only, Monday through Friday 7:00 a.m. through 4:00 p.m. and Saturday 7:00 a.m. through 12:00 p.m., excluding holidays. Vehicle or container repair cannot be done on the property unless written permission from the City is provided. For the purposes of maintenance, the City may restrict parking and require Units to be moved on at least 14 days’ written notice to Licensee. Waste shall not be left in the Units. The Licensee is liable for the cost of any repairs or cleanup costs plus costs of collection resulting from physical damage or littering in the License Area caused by the Licensee. Units leaking fluids shall be excluded from the License Area.

The City and Licensee may modify this Agreement in writing and signed by both parties. The City or Licensee may cancel this Agreement for any reason upon at least thirty (30) days prior written notice to the other party.

All notices or other communications required or permitted under the terms of this Agreement shall be made in writing and shall be deemed given: (i) when sent by commercial overnight carrier or courier freight prepaid, the next business day after delivery to such courier; or, (ii) three (3) days after deposit of same in the Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the party to be notified at the following addresses:

If to Licensee: Waste Management of Missouri, Inc.
c/o Corporate Real Estate Department
720 East Butterfield Road, 4th Floor
Lombard, Illinois 60148
Attention: Director of Real Estate

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

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

The City will not be liable for any damage to property or injury to persons caused by any third party, acts of God, or other causes except the gross negligence of the City's employees or agents.

Licensee shall, at its own sole cost and expense, throughout the term, procure and maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the License Area, such insurance to afford immediate protection to the limit of not less than Three Million Dollars (\$3,000,000.00) combined single limit and Three Million Dollars (\$3,000,000.00) aggregate.

All insurance shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility and qualified to do business in the State of Missouri, which have been approved by the City. All policies of insurance provided for shall name the City and Licensee as the insureds or additional insureds, as their respective interests may appear.

The Licensee, as a further consideration for the aforesaid grant of permission, agrees to indemnify and save the City harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorneys' fees and expenses that the City may sustain, incur, or become liable for on account of the grant of this license to Licensee, including without limitation loss or destruction of or damage to any property whatsoever, and death of or injury to any persons growing out of the use of the License Area, or the failure of the

Licensee or its officers, directors, employees, agents, invitees, contractors, subcontractors, or members to comply fully with the Licensee's obligations hereunder.

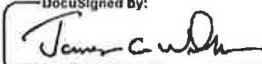
If either party shall violate continuously or otherwise any of the terms of this agreement which are binding upon it, the other party shall not thereby be deemed to either have waived or relinquished any term of this agreement or to have acquiesced in any such violation thereof, unless the other party shall express their consent thereto in writing.

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Franklin County, Missouri.

The Licensee shall comply with all applicable federal, state, and local laws in the performance of this agreement.

LICENSEE:

Waste Management of Missouri, Inc.

DocuSigned by:

C8DFC933032542E
James A. Wilson, Vice President

12/5/2022
Date

CITY:

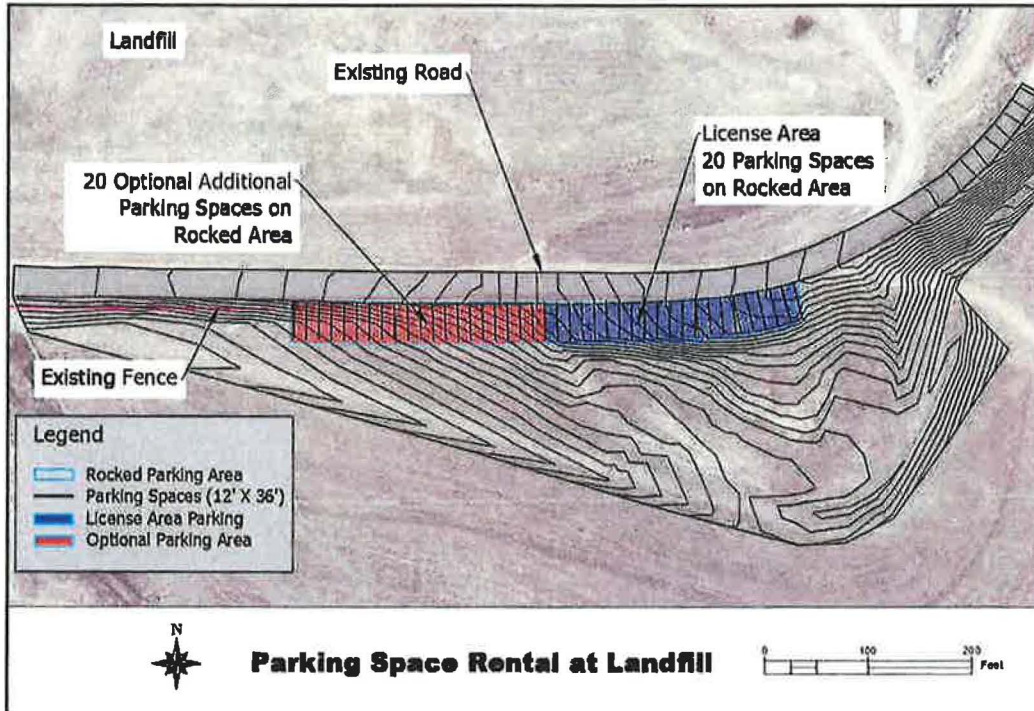
The City of Washington, Missouri

By: _____
Name: _____
Title: _____

Date

Exhibit A
Depiction of license area

Blue is existing area which can accommodate 20 parked containers. Red is the optional expansion for up to 20 additional container storage/parking spaces.





December 1, 2022

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

RE: Landfill Parking License Agreement

Dear Mayor and City Council Members:

The attached agreement is a proposal to renew the 12 month rental agreement for Waste Management for storage of their roll off containers, compactor and dumpster units and roll off trucks ("Units") at the Struckhoff Sanitary Landfill.

This agreement will continue to rent 20 spaces to Waste Management for their landfill containers on the 9.72 acres the City purchased south of the landfill. The storage agreement is for a maximum up to and including 20 units. They will pay for 20 units at \$35.00/unit parking space which is \$700.00/month. This is a set price whether they have 0 or 20 units on site. They also have the option to increase their rental spaces in any increment up to an additional 20 units (40 max.).

Please reference the agreement for your review and approval.

Respectfully submitted,

Andrea F. Lueken

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A QUIT CLAIM DEED BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON VOLUNTEER FIRE COMPANY

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 Quit Claim Deed by and between the City of Washington, Missouri and Washington Volunteer Fire Company, 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 Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF Quit Claim Deed

DATE OF DOCUMENT: December 19, 2022

GRANTOR(S) NAME: Washington Volunteer Fire Company

Mailing Address: 200 E. Fourteenth Street
Washington, Missouri 63090

GRANTEE(S) NAME: City of Washington, Missouri

Mailing Address: 405 Jefferson Street
Washington, Missouri 63090

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the 19^h day of December, 2022, by and between City of Washington, Missouri, whose mailing address is 405 Jefferson Street, Washington, Missouri 63090 (“**Grantee**”), and Washington Volunteer Fire Company, whose mailing address is 200 E. Fourteenth Street, Washington, Missouri 63090 (“**Grantor**”).

WITNESSETH, that **Grantor**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of St. Charles and State of Missouri, to-wit:

Lot 22 of Heidmann Industrial Park, Plat 8 as per plat of record in the Office of the Recorder of Deeds of Franklin County, Missouri

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

Name: _____
Title: _____

Seal:

Attest: _____
Secretary

Name: James D. Hagedorn
Title: Mayor

Seal:

Attest: _____
Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of December, 2022, before me personally appeared _____, who being by me duly sworn did say that he is the (Vice) President of the Washington Volunteer Fire Company, and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company, by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said Company.

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

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

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

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

My Term Expires: _____
Notary Public

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A QUIT CLAIM DEED BY AND BETWEEN
THE CITY OF WASHINGTON, MISSOURI AND JDS
FINANCING, 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 Quit Claim Deed by and between the City of Washington, Missouri and JDS Financing, 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 Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF Quit Claim Deed

DATE OF DOCUMENT: _____

GRANTOR(S) NAME: JDS Financing, LLC
A Missouri limited liability company

Mailing Address: 334 State Street
Washington, MO 63090

GRANTEE(S) NAME: City of Washington, MO

Mailing Address: 405 Jefferson Street
Washington, MO 63090

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2022, by and between JDS Financing, LLC, a Missouri limited liability company, , whose mailing address is 334 State Street, Washington, MO 63090 (“**Grantor**”), and City of Washington, Missouri, whose mailing address is 405 Jefferson Street, Washington, MO 63090 (“**Grantee**”).

WITNESSETH, that **Grantor**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of Franklin and State of Missouri, to-wit:

A tract of land being part of Lots 5 & 6 of Block 9 in "Mary A. North's Addition" to the City of Washington, being part of the Northeast Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at the Southwest Corner of Lot 5 of "Mary A. North's Addition" to the City of Washington, recorded on October 2, 1858 in Book A, Page 30 of the Franklin County Recorder of Deeds Office, also being the intersection of the south right-of-way line of Jefferson Street and the north right-of-way line of Fifth Street, thence along said south right-of-way line N34°-02'-12"E 22.30 ft. to a point; thence leaving said south right-of-way line S55°-57'-48"E 4.27 ft. to a point; thence S05°-18'-39"E 28.12 ft. to a point on the north right-of-way line of Fifth Street; thence along said north right-of-way line N57°-22'-47"W 22.10 ft. to the point of beginning, containing 0.01 acres.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

JDS Financing, LLC

Name: _____
Title: _____

City of Washington, Missouri

Name: James D. Hagedorn
Title: Mayor

SEAL:

Attest: _____
Sherri Klekamp
City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of JDS Financing, LLC, known to me to be the person who executed the within Quit Claim Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

My Term Expires: _____
Notary Public _____

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

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

My Term Expires: _____

Notary Public



December 13, 2022

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

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Right of Way Ordinances and Deeds, Tracts 01 & 21**

Dear Mayor and City Council Members:

Find attached for your review and approval right of way ordinances and deeds for two properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

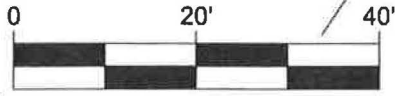
Respectfully submitted,

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

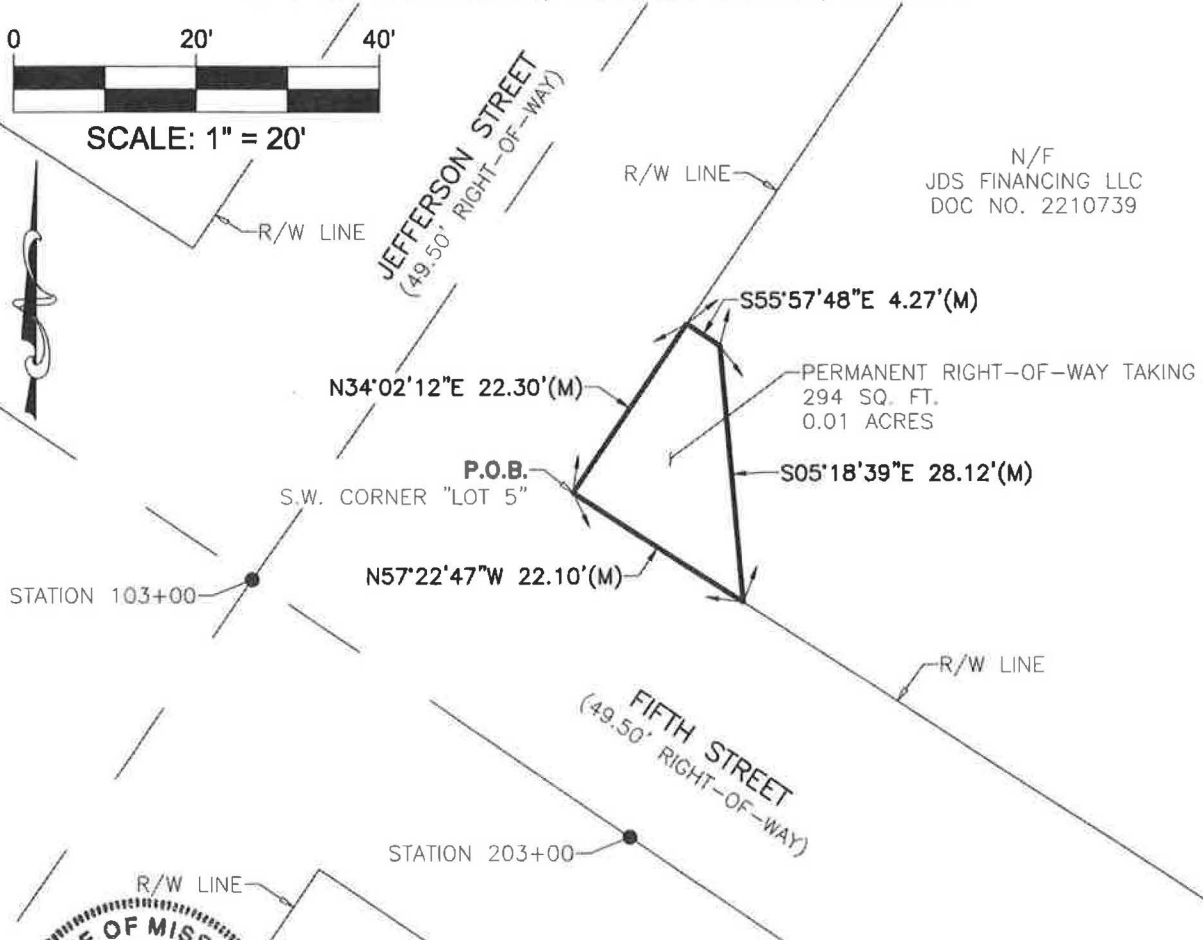
Andrea F. Lueken, P.E.
Assistant City Engineer

RIGHT-OF-WAY TAKING EXHIBIT A

PART OF LOTS 5 & 6 OF BLOCK 9 IN "MARY A. NORTH'S ADDITION" TO THE CITY OF WASHINGTON, BEING PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 20'



N/F
JDS FINANCING LLC
DOC NO. 2210739



Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on July 7, 2022 with Document No. 2210739 of the Franklin County Recorder of Deeds.

bfaeng.com

TELEPHONE: (636) 239-4751

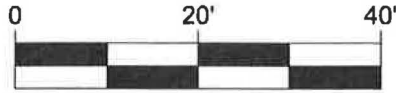


103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

RIGHT-OF-WAY TAKING EXHIBIT A

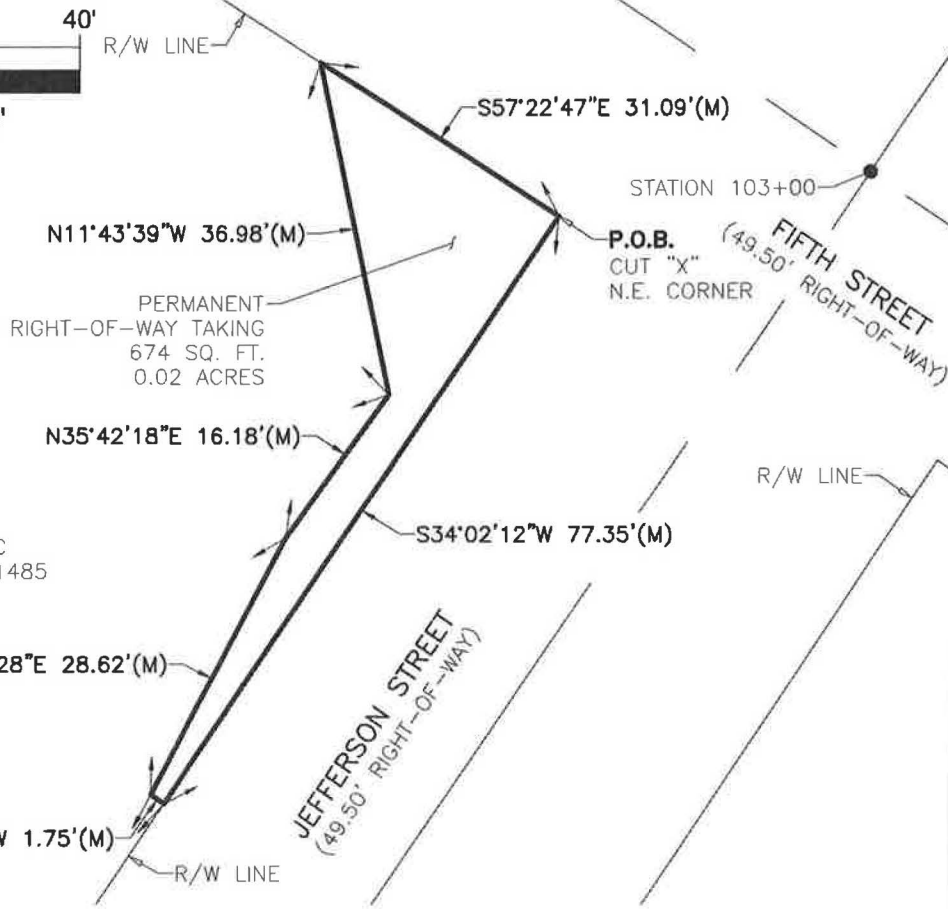
PART OF THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 20'



N/F
WASHINGTON
INVESTMENTS LLC
BOOK 1317, PAGE 1485



Mark R. Frankenberg
10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on April 10, 2001 in Book 1317, Page 1485 of the Franklin County Recorder of Deeds.

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A QUIT CLAIM DEED BY AND BETWEEN
THE CITY OF WASHINGTON, MISSOURI AND
WASHINGTON INVESTMENTS, 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 Quit Claim Deed by and between the City of Washington, Missouri and Washington Investments, 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 Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF Quit Claim Deed

DATE OF DOCUMENT: _____

GRANTOR(S) NAME: Washington Investments, LLC
A Missouri limited liability company

Mailing Address: 1410 S. Kansas Exp STE 100
Springfield, MO 65807

GRANTEE(S) NAME: City of Washington, MO

Mailing Address: 405 Jefferson Street
Washington, MO 63090

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2022, by and between Washington Investments, LLC, a Missouri limited liability company, whose mailing address is 1410 S. Kansas Exp STE 100, Springfield, MO 65807 (“**Grantor**”), and City of Washington, Missouri, whose mailing address is 405 Jefferson Street, Washington, MO 63090 (“**Grantee**”).

WITNESSETH, that **Grantor**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of Franklin and State of Missouri, to-wit:

A tract of land being part of the Northeast Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at a cut "x" at the Northeast Corner of a tract of land recorded on April 10, 2001 in Book 1317, Page 1485 of the Franklin County Recorder of Deeds Office, also being the intersection of the south right-of-way line of Fifth Street and the west right-of-way line line Jefferson Street, thence along said west right-of-way line S34°-02'-12"W 77.35 ft. to a point; thence leaving said west right-of-way line N55°-31'-32"W 1.75 ft. to a point; thence N27°-52'-28"E 28.62 ft. to a point; thence N35°-42'-18"E 16.18 ft. to a point; thence N11°-43'-39"W 36.98 ft. to a point on the south right-of-way line of Fifth Street; thence along said south right-of-way line S57°-22'-47"E 31.09 ft. to the point of beginning, containing 0.02 acres.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

Washington Investments, LLC

Name: _____
Title: _____

City of Washington, Missouri

Name: James D. Hagedorn
Title: Mayor

SEAL:

Attest: _____
Sherri Klekamp
City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of Washington Investments, LLC, known to me to be the person who executed the within Quit Claim Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

My Term Expires: _____
Notary Public _____

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

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

My Term Expires: _____

Notary Public



December 13, 2022

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

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Right of Way Ordinances and Deeds, Tracts 01 & 21**

Dear Mayor and City Council Members:

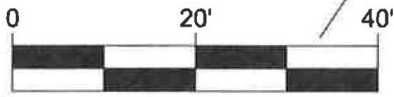
Find attached for your review and approval right of way ordinances and deeds for two properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

Respectfully submitted,

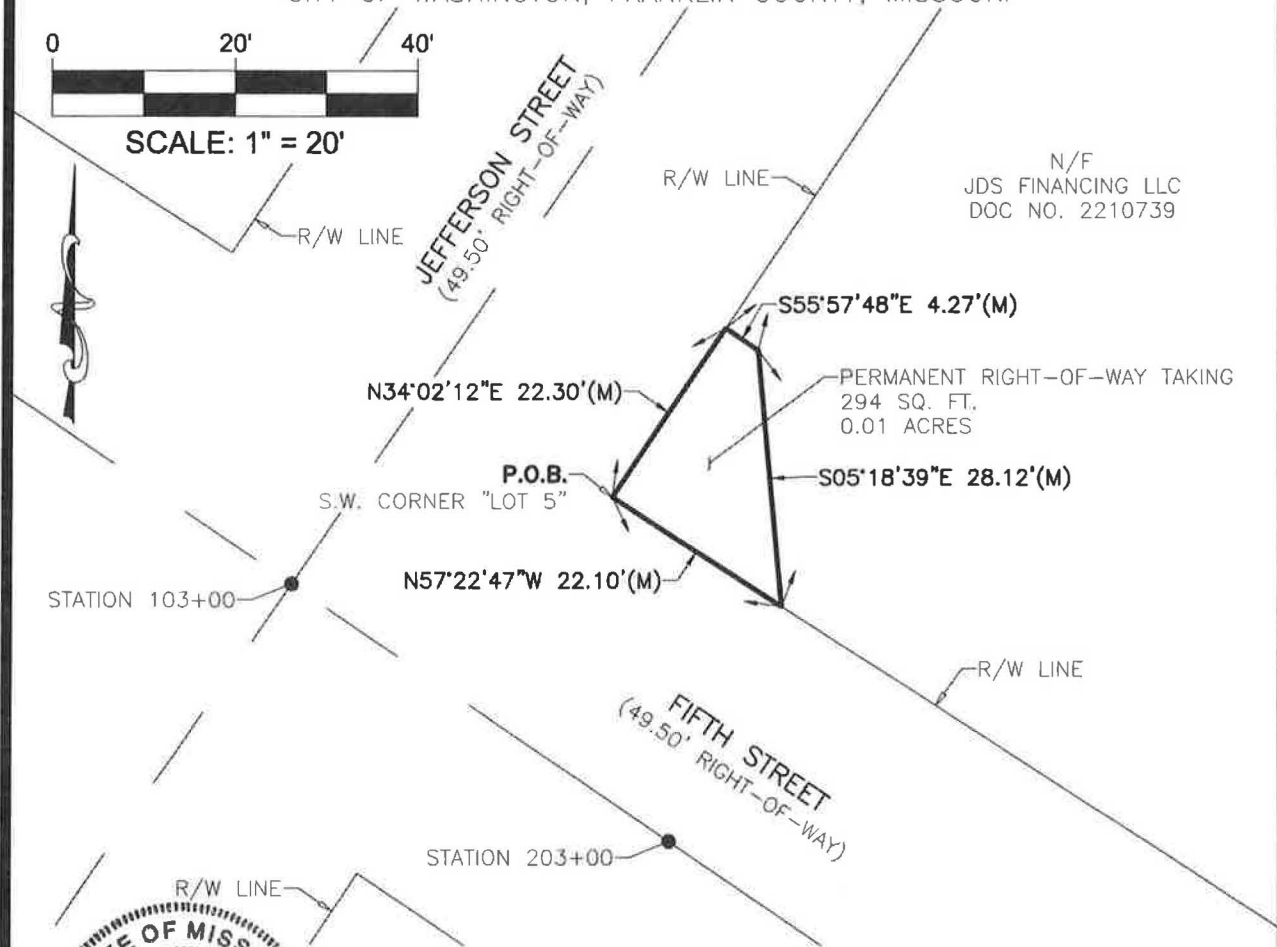
Andrea F. Lueken, P.E.
Assistant City Engineer

RIGHT-OF-WAY TAKING EXHIBIT A

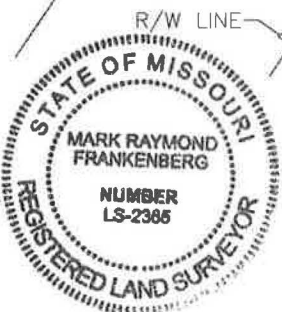
PART OF LOTS 5 & 6 OF BLOCK 9 IN "MARY A. NORTH'S ADDITION" TO THE CITY OF WASHINGTON, BEING PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 20'



N/F
JDS FINANCING LLC
DOC NO. 2210739



Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on July 7, 2022 with Document No. 2210739 of the Franklin County Recorder of Deeds.

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

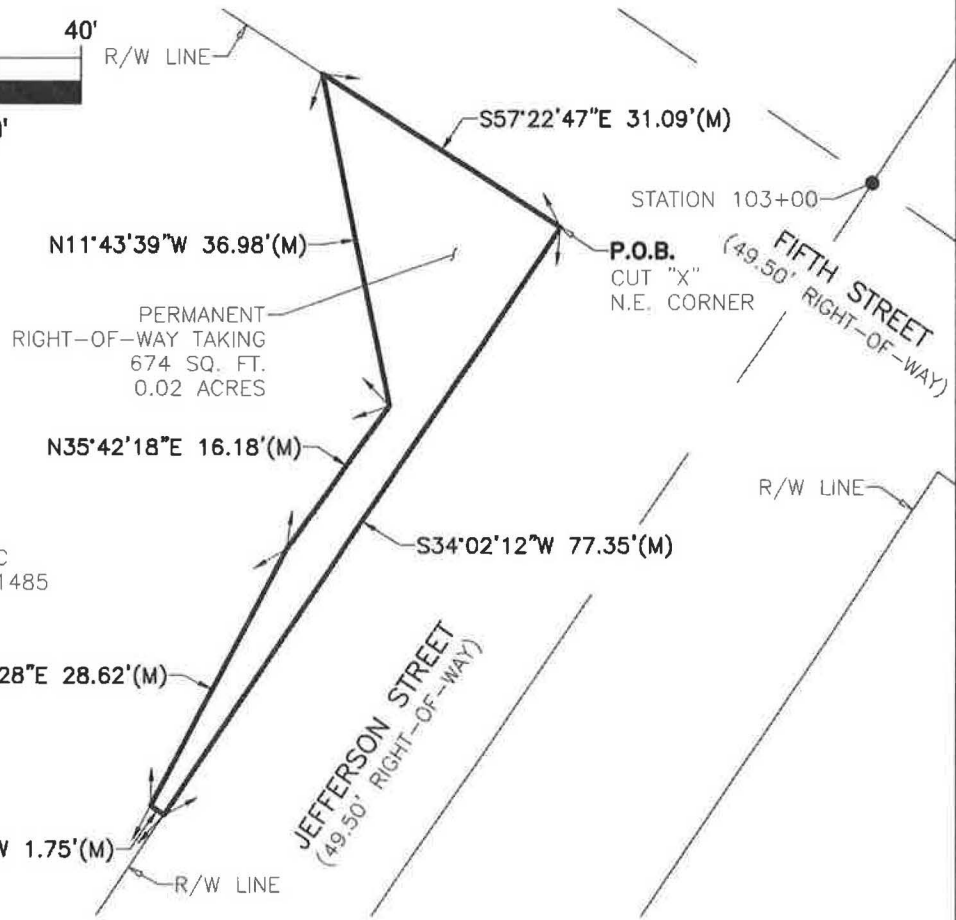
DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

RIGHT-OF-WAY TAKING EXHIBIT A

PART OF THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



N/F
WASHINGTON
INVESTMENTS LLC
BOOK 1317, PAGE 1485



Mark R. Frankenberg
10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on April 10, 2001 in Book 1317, Page 1485 of the Franklin County Recorder of Deeds.

bfaeng.com TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A QUIT CLAIM DEED FOR THE ACQUISITION OF PERMANENT RIGHT-OF-WAY BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND BACKHOE BOULEVARD, 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 Quit Claim Deed by and between the City of Washington, Missouri and Backhoe Boulevard, 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 Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF Quit Claim Deed

DATE OF DOCUMENT: _____

GRANTOR(S) NAME: Backhoe Boulevard, LLC
Richard E. Butler, Manager

Mailing Address: 120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105

GRANTEE(S) NAME: City of Washington, Missouri

Mailing Address: 405 Jefferson Street
Washington, Missouri 63090

LEGAL DESCRIPTION: See page 2 attached hereto and made a part hereof.

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2022, by and between Backhoe Boulevard, LLC, a Missouri limited liability company, whose mailing address is 120 S. Central Avenue, Suite 1800, St. Louis, Missouri 63105 (“**Grantor**”), and City of Washington, Missouri, a Missouri municipal corporation, whose mailing address is 405 Jefferson Street, Washington, Missouri 63090 (“**Grantee**”).

WITNESSETH, that **Grantor**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of Franklin and State of Missouri, to-wit:

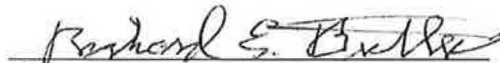
A tract of land being part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri to wit:

Commencing at a found Axle at the Northeast Corner of said Southwest Quarter; thence along the east line of said southwest quarter S00°-27'-29"W 530.03 ft. to the point of beginning, continue thence along said east quarter section line S00°-27'-29"W 13.29 ft. to a found iron rod at the intersection of said east quarter section line and the west right of way line of Westline Drive; leaving said east quarter section line along said west right of way line S22°-49'-29"W 56.57 ft. to the intersection of said west right of way line and the east right of way line of Bluff Road; thence leaving said west right of way line along said east right of way line N24°-20'-48"W 14.58 ft. to a point, thence N39°-49'-37"W 47.46 ft. to a point; thence leaving said east right of way line S81°-08'-10"E 13.12 ft. to a point; thence N68°-43'-17"E 48.83 ft. to the point of beginning, containing 1,630 Square Feet. Subject to any and all easement, restrictions, conditions, etc. of record.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

Backhoe Boulevard, LLC



Name: Richard E. Butler, Manager

City of Washington, Missouri

Name: James D. Hagedorn, Mayor

SEAL:

Attest: Sherri Klekamp, City Clerk

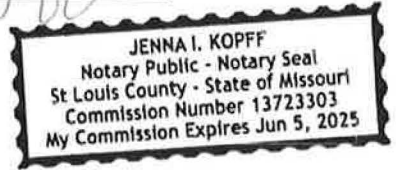
STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 17th day of November, 2022 before me personally appeared Richard E. Butler, Manager of Backhoe Boulevard, LLC, known to me to be the person who executed the within Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

My Term Expires: 06/05/2025

Jenna I Kopff
Notary Public



STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

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

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

My Term Expires: _____

Notary Public



December 2, 2022

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

**RE: Westlink Drive Overlay Project, STP-6400(627)
Right of Way and Temporary Construction Easement Ordinances and Deeds**

Dear Mayor and City Council Members:

Find attached for your review and approval ordinances and deeds for right of way (ROW) and temporary construction easement (TCE) acquisition for 2 properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties. The City obtained appraisals and review appraisals with the values listed below. The property owners have agreed to accept these monetary offers in exchange for right of way and a temporary construction easement so the westbound right hand turn movement from Westlink Drive onto Bluff Road can be improved.

Tract 1 1,630 sq. ft. new ROW @ \$0.91/square feet = **TOTAL VALUE \$1,483.00**

Tract 2 112 sq. ft. new ROW @ \$0.88/square feet = \$99.00
355 sq. ft. TCE @ \$0.088/square feet = \$31.00
TOTAL VALUE \$130.00

Respectfully submitted,

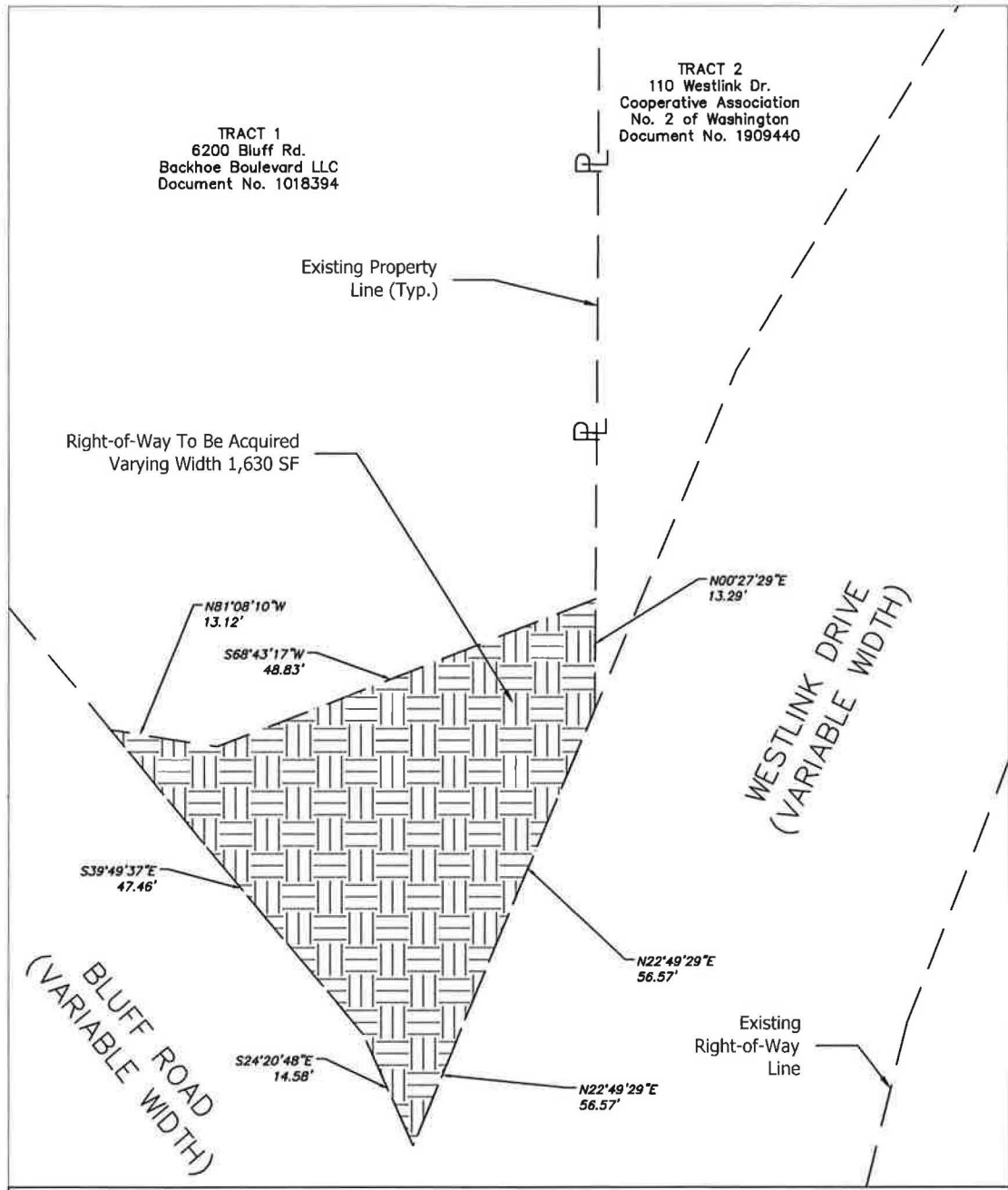
A handwritten signature in blue ink that reads "Andrea F. Lueken".

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

EXHIBIT "A"

WESTLINK DRIVE

TRACT 1

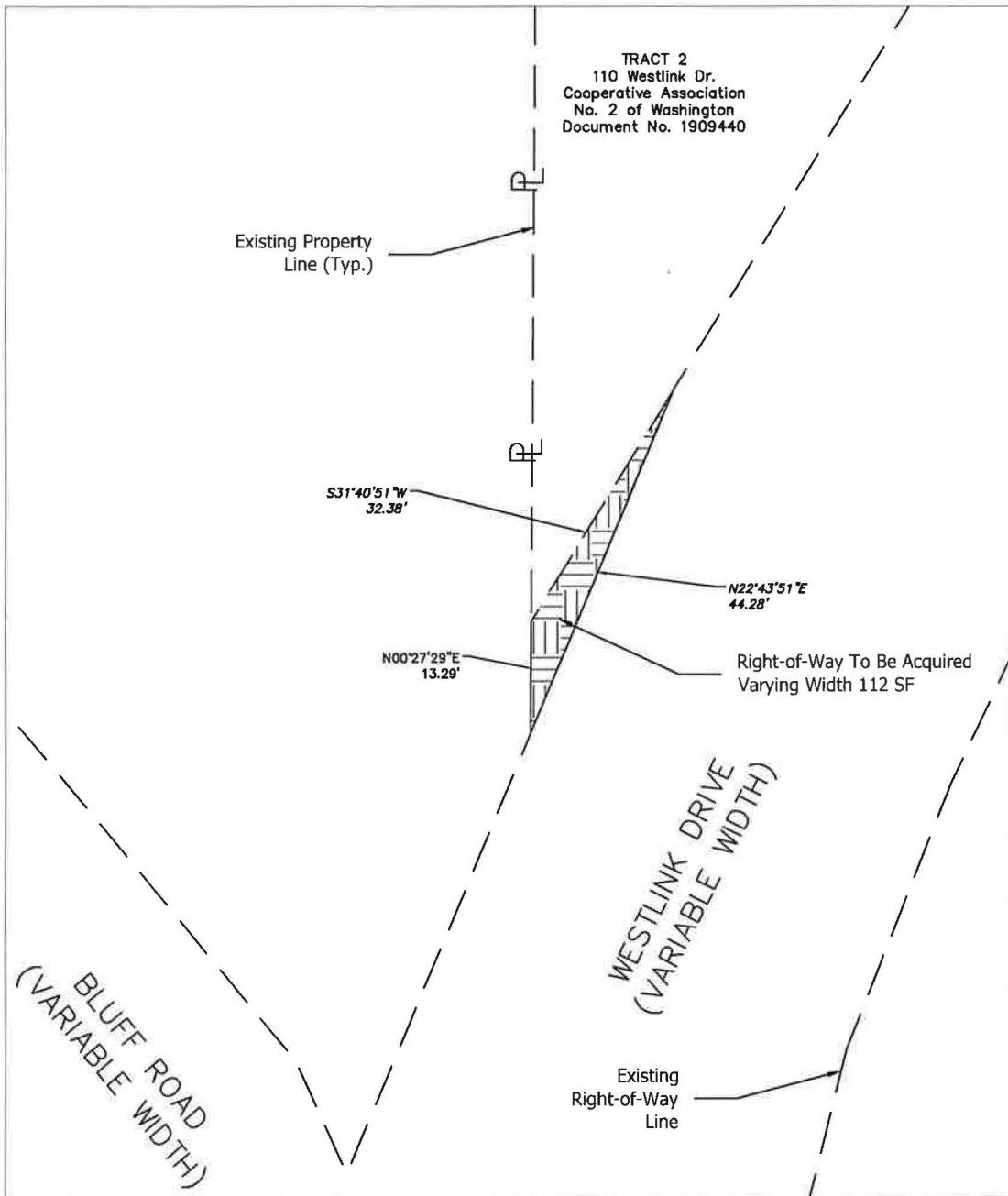


A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
BOOK P, PAGE 196
FRANKLIN COUNTY, MISSOURI

EXHIBIT "A"

WESTLINK DRIVE

TRACT 2

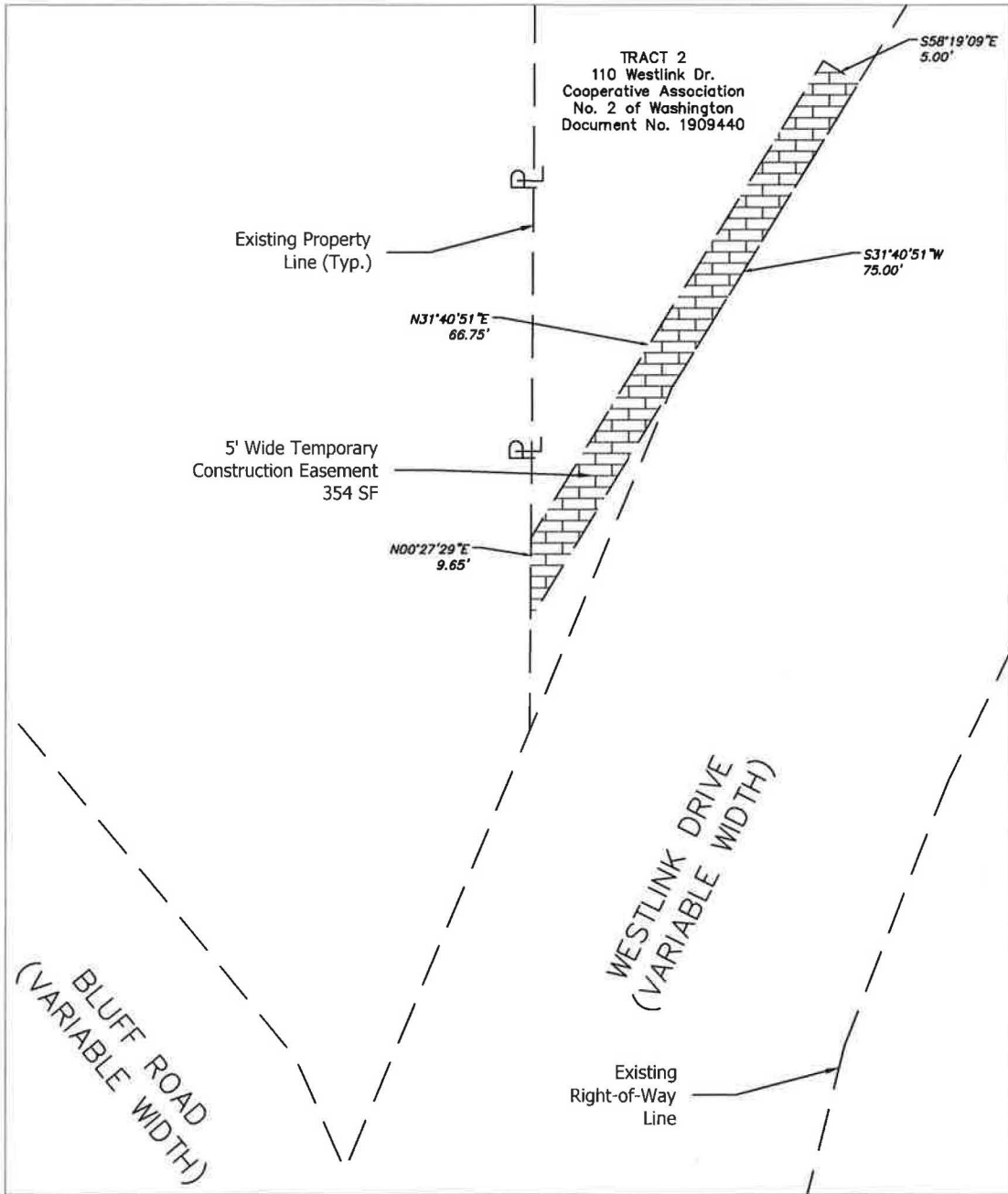


A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1909440
FRANKLIN COUNTY, MISSOURI

WESTLINK DRIVE

EXHIBIT "A"

TRACT 2



A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1909440
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A QUIT CLAIM DEED FOR THE ACQUISITION OF PERMANENT RIGHT-OF-WAY BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND COOPERATIVE ASSOCIATION NO. 2 OF WASHINGTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Quit Claim Deed by and between the City of Washington, Missouri and Cooperative Association No. 2 of Washington, Missouri, 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 Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF Quit Claim Deed

DATE OF DOCUMENT: _____

GRANTOR(S) NAME: Cooperative Association No. 2 of Washington, Missouri
Allan Piontek, President

Mailing Address: 6927 Highway 100 W
P.O. Box 262
Washington, Missouri 63090

GRANTEE(S) NAME: City of Washington, Missouri

Mailing Address: 405 Jefferson Street
Washington, Missouri 63090

LEGAL DESCRIPTION: See page 2 attached hereto and made a part hereof.

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2022, by and between Cooperative Association No. 2 of Washington, Missouri, whose mailing address is 6927 Highway 100 W, P.O. Box 262, Washington, Missouri 63090 (“**Grantor**”), and City of Washington, Missouri, a Missouri municipal corporation, whose mailing address is 405 Jefferson Street, Washington, Missouri 63090 (“**Grantee**”).

WITNESSETH, that **Grantor**, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of Franklin and State of Missouri, to-wit:

DESCRIPTION: Right of Way to be acquired, 110 Westlink Drive Cooperative Association No. 2 Document NO. 1909440

A tract of land being part of the Northwest Quarter of the Southeast Quarter of Section 17, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri to wit:

Commencing at a found Axle at the Northwest Corner of said Southeast Quarter; thence along the west line of said southeast quarter S00°-27'-29"W 530.03 ft. to the point of beginning; thence leaving said west quarter section line N31°-40'-51"E 32.36 ft. to the west right of way line of Westlink Drive; thence along said west right of way line S22°-43'-51"W 44.28 ft. to a found iron rod at the intersection of said west quarter section line and said west right of way line; thence leaving said west right of way line along said west quarter section line N00°-27'-29"E 13.29 ft. to the point of beginning, containing 112 Square Feet. Subject to any and all easement, restrictions, conditions, etc. of record.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

Cooperative Association No. 2 of
Washington, Missouri

Name: Allan Piontek
Title: President



December 2, 2022

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

**RE: Westlink Drive Overlay Project, STP-6400(627)
Right of Way and Temporary Construction Easement Ordinances and Deeds**

Dear Mayor and City Council Members:

Find attached for your review and approval ordinances and deeds for right of way (ROW) and temporary construction easement (TCE) acquisition for 2 properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties. The City obtained appraisals and review appraisals with the values listed below. The property owners have agreed to accept these monetary offers in exchange for right of way and a temporary construction easement so the westbound right hand turn movement from Westlink Drive onto Bluff Road can be improved.

Tract 1 1,630 sq. ft. new ROW @ \$0.91/square feet = **TOTAL VALUE \$1,483.00**

Tract 2 112 sq. ft. new ROW @ \$0.88/square feet = \$99.00
355 sq. ft. TCE @ \$0.088/square feet = \$31.00
TOTAL VALUE \$130.00

Respectfully submitted,

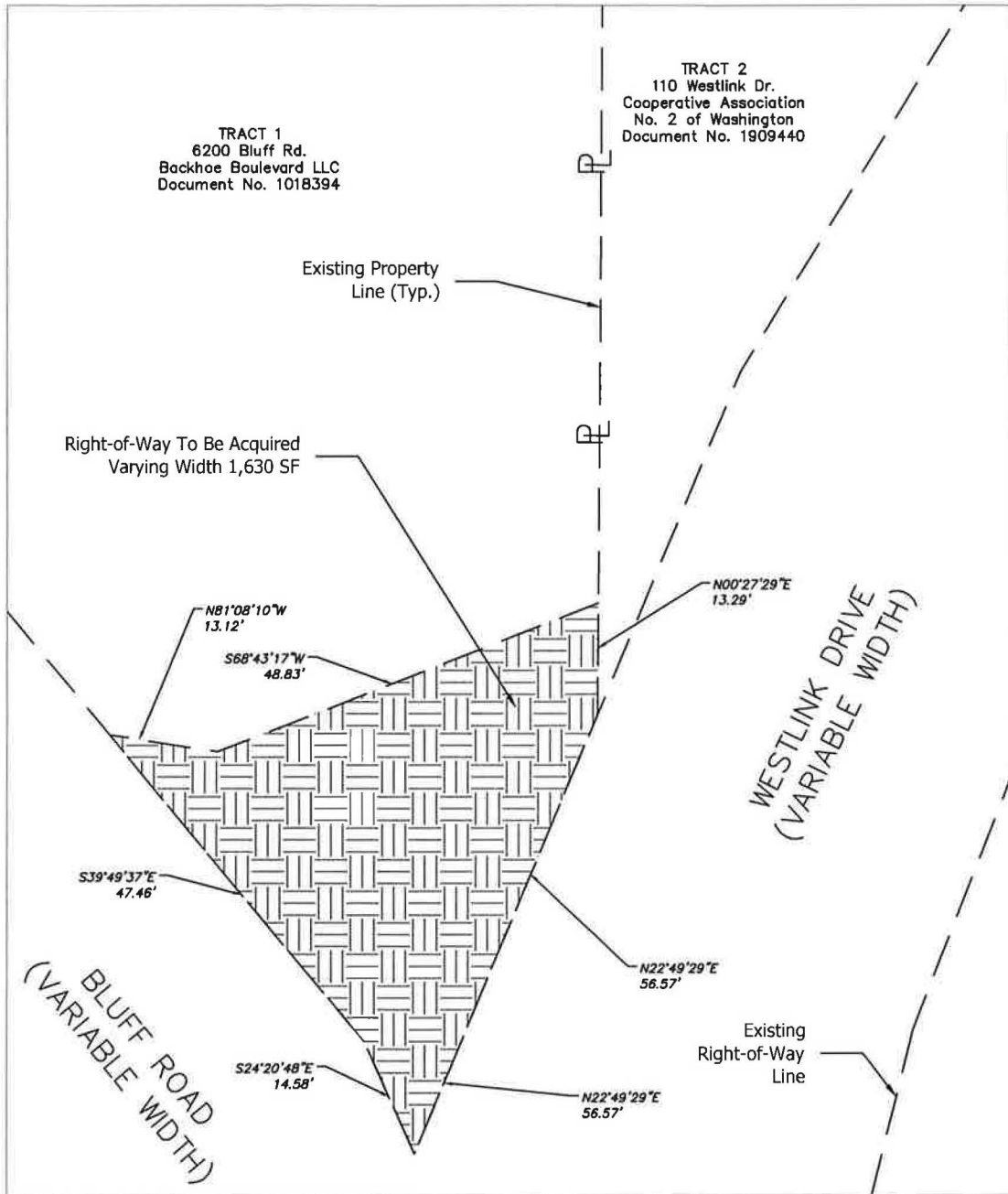
Andrea F. Lueken, P.E.
Assistant City Engineer

76

EXHIBIT "A"

WESTLINK DRIVE

TRACT 1



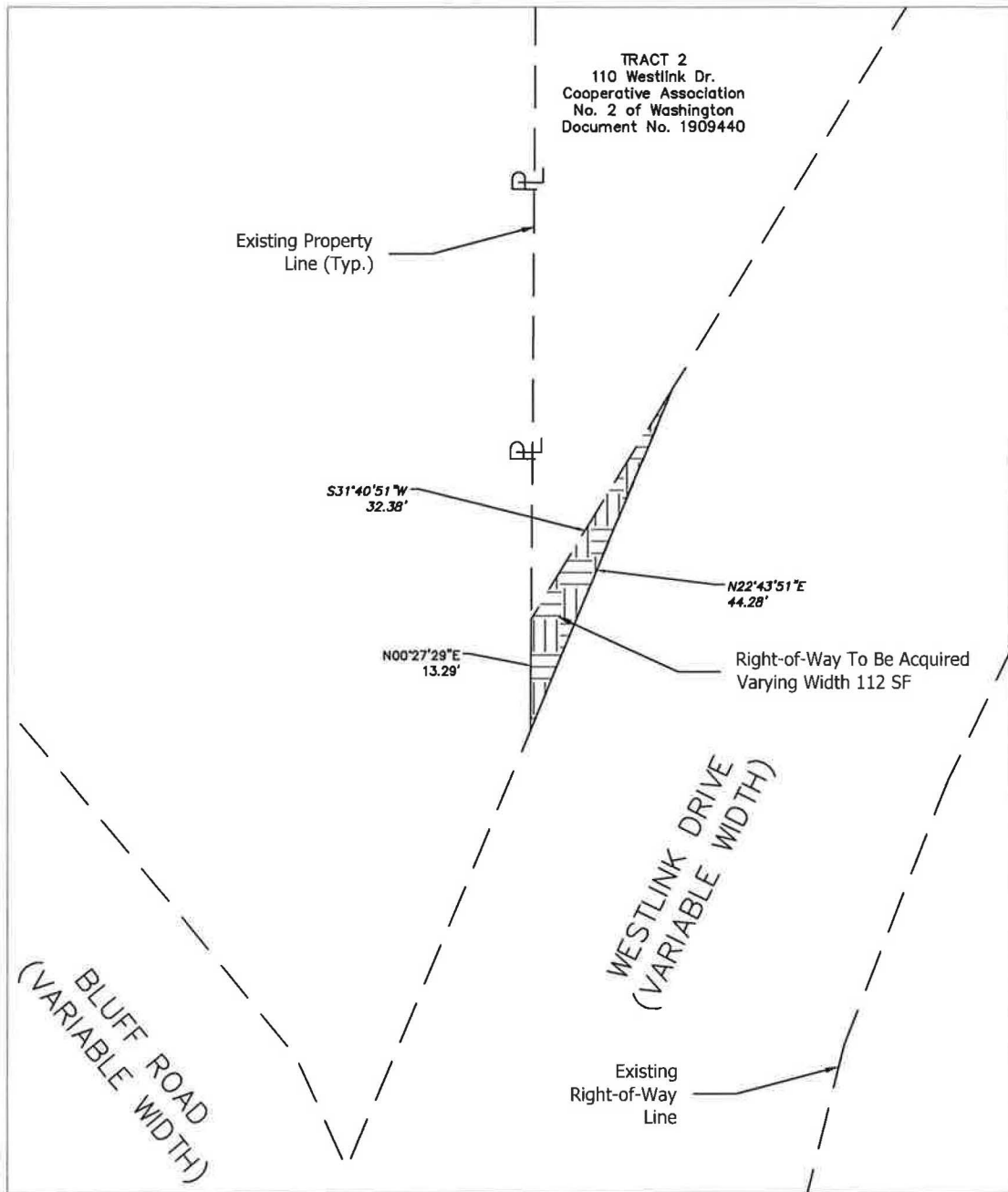
A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
BOOK P, PAGE 196
FRANKLIN COUNTY, MISSOURI

7h

WESTLINK DRIVE

EXHIBIT "A"

TRACT 2



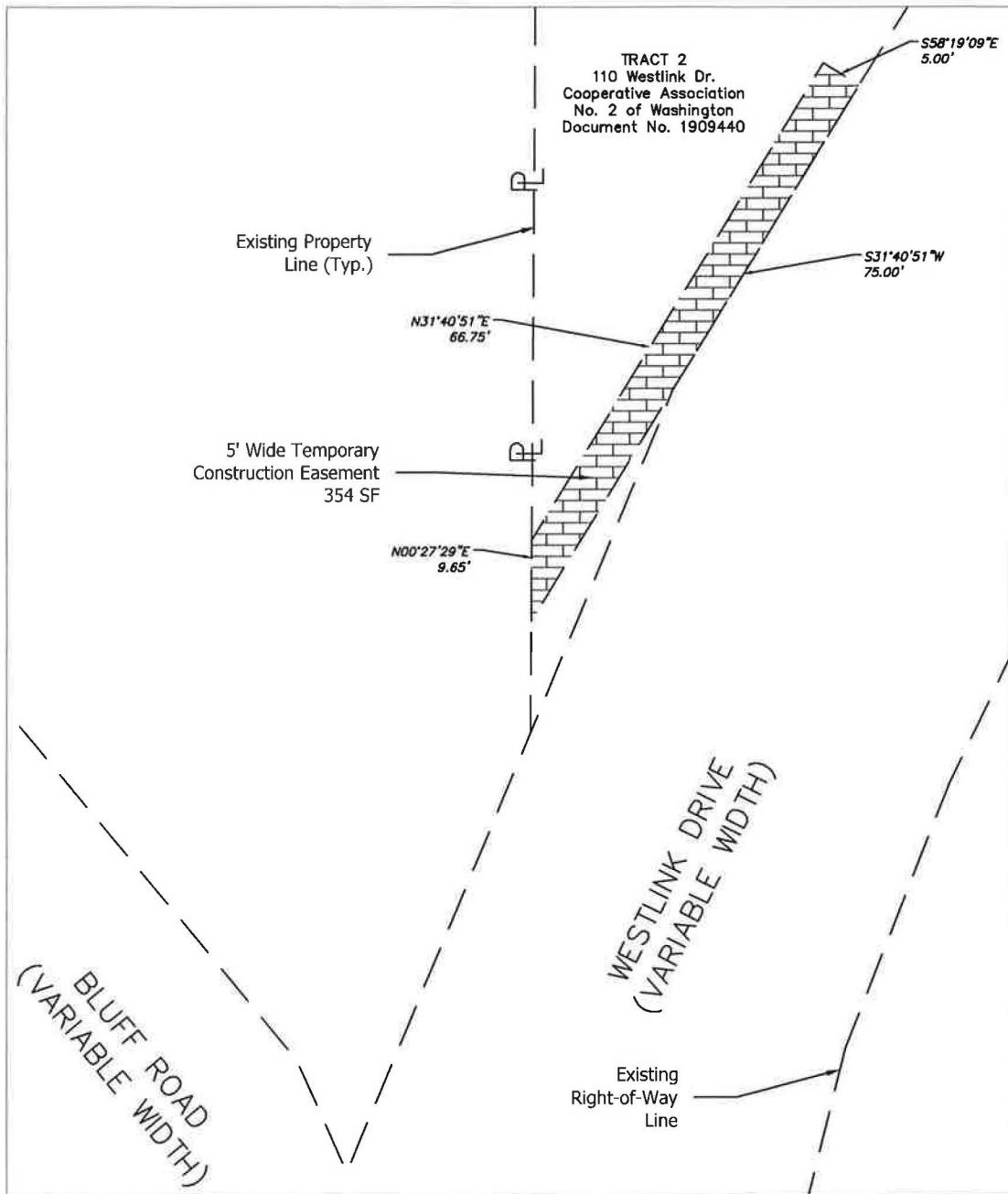
A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1909440
FRANKLIN COUNTY, MISSOURI

72

EXHIBIT "A"

WESTLINK DRIVE

TRACT 2



A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1909440
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT DEED BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND COOPERATIVE ASSOCIATION NO. 2 OF WASHINGTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Temporary Construction Easement Deed by and between the City of Washington, Missouri and Cooperative Association No. 2 of Washington, Missouri, 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 Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Cooperative Association No. 2 of Washington, Missouri, whose address is 6927 Highway 100 W, P.O. Box 262, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

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

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

DESCRIPTION: Temporary Construction Easement, 110 Westlink Drive Cooperative Association No. 2
Document NO. 1909440

A tract of land being part of the Northwest Quarter of the Southeast Quarter of Section 17, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri to wit:

Commencing at a found Axle at the Northwest Corner of said Southeast Quarter; thence along the west line of said southeast quarter S00°-27'-29"W 520.38 ft. to the point of beginning; thence leaving said west quarter section line N31°-40'-51"E 66.75 ft. to a point; thence S58°-19'-09"E 5.00 ft. to the west right of way line of Westlink Drive; thence along said west right of way line and the southwesterly projection thereof S31°-40'-51"W 75.00 ft. to said west quarter section line; thence leaving said line along said west quarter section line N00°-27'-29"E 9.65 ft. to the point of beginning, containing 354 Square Feet.

7i

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF Franklin)

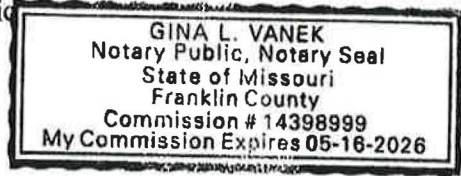
On this 16th day of November, 2022 before me personally appeared Allan Piontek, President of Cooperative Association No. 2 of Washington, Missouri, known to me to be the person who executed the within Deed in behalf of said Cooperative Association and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

My Term Expires: May 16, 2026

Gina L. Vanek
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)



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

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

My Term Expires: _____

Notary Public

7i



December 2, 2022

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

**RE: Westlink Drive Overlay Project, STP-6400(627)
Right of Way and Temporary Construction Easement Ordinances and Deeds**

Dear Mayor and City Council Members:

Find attached for your review and approval ordinances and deeds for right of way (ROW) and temporary construction easement (TCE) acquisition for 2 properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties. The City obtained appraisals and review appraisals with the values listed below. The property owners have agreed to accept these monetary offers in exchange for right of way and a temporary construction easement so the westbound right hand turn movement from Westlink Drive onto Bluff Road can be improved.

Tract 1 1,630 sq. ft. new ROW @ \$0.91/square feet = **TOTAL VALUE \$1,483.00**

Tract 2 112 sq. ft. new ROW @ \$0.88/square feet = \$99.00
355 sq. ft. TCE @ \$0.088/square feet = \$31.00
TOTAL VALUE \$130.00

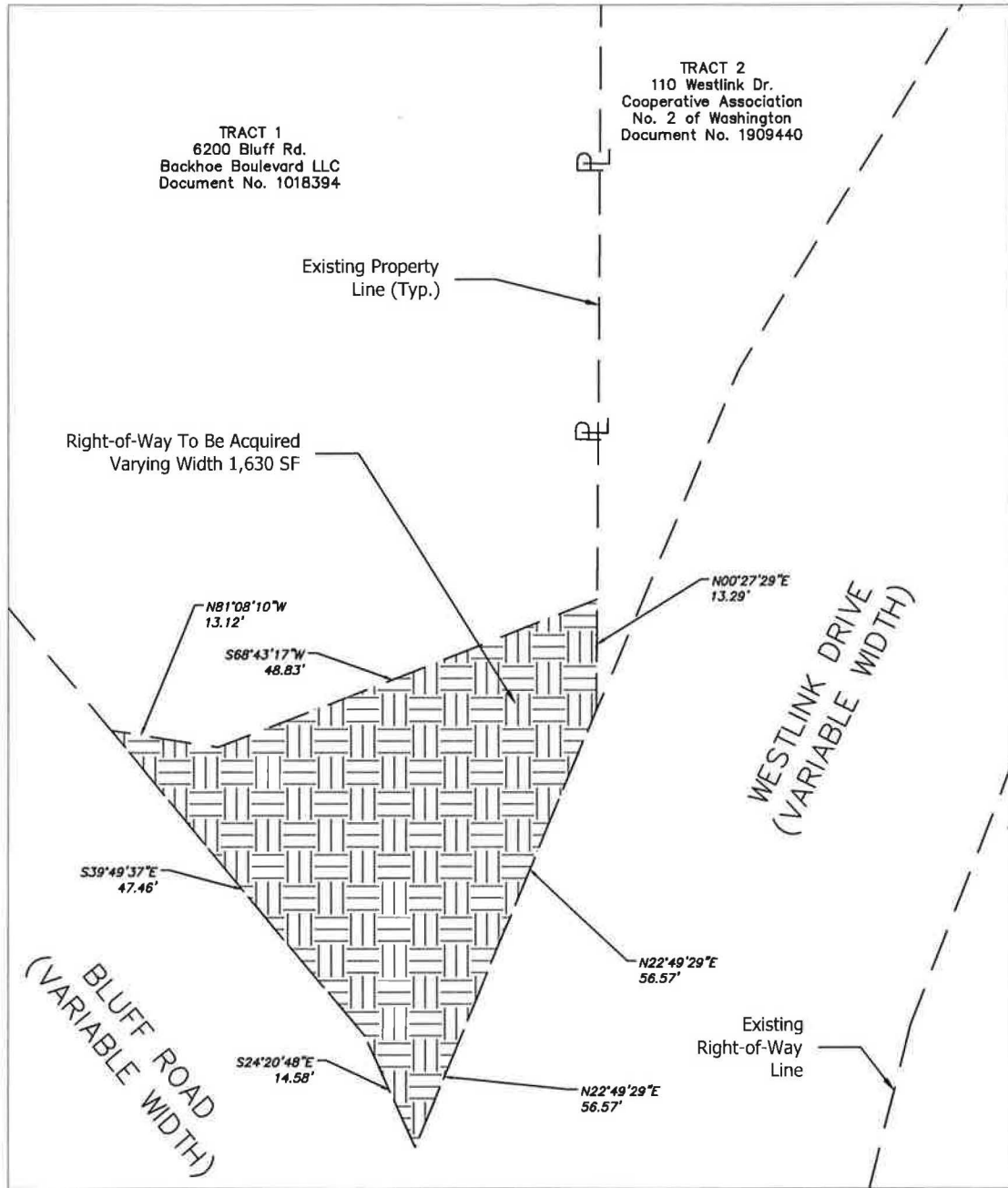
Respectfully submitted,

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

EXHIBIT "A"

WESTLINK DRIVE

TRACT 1

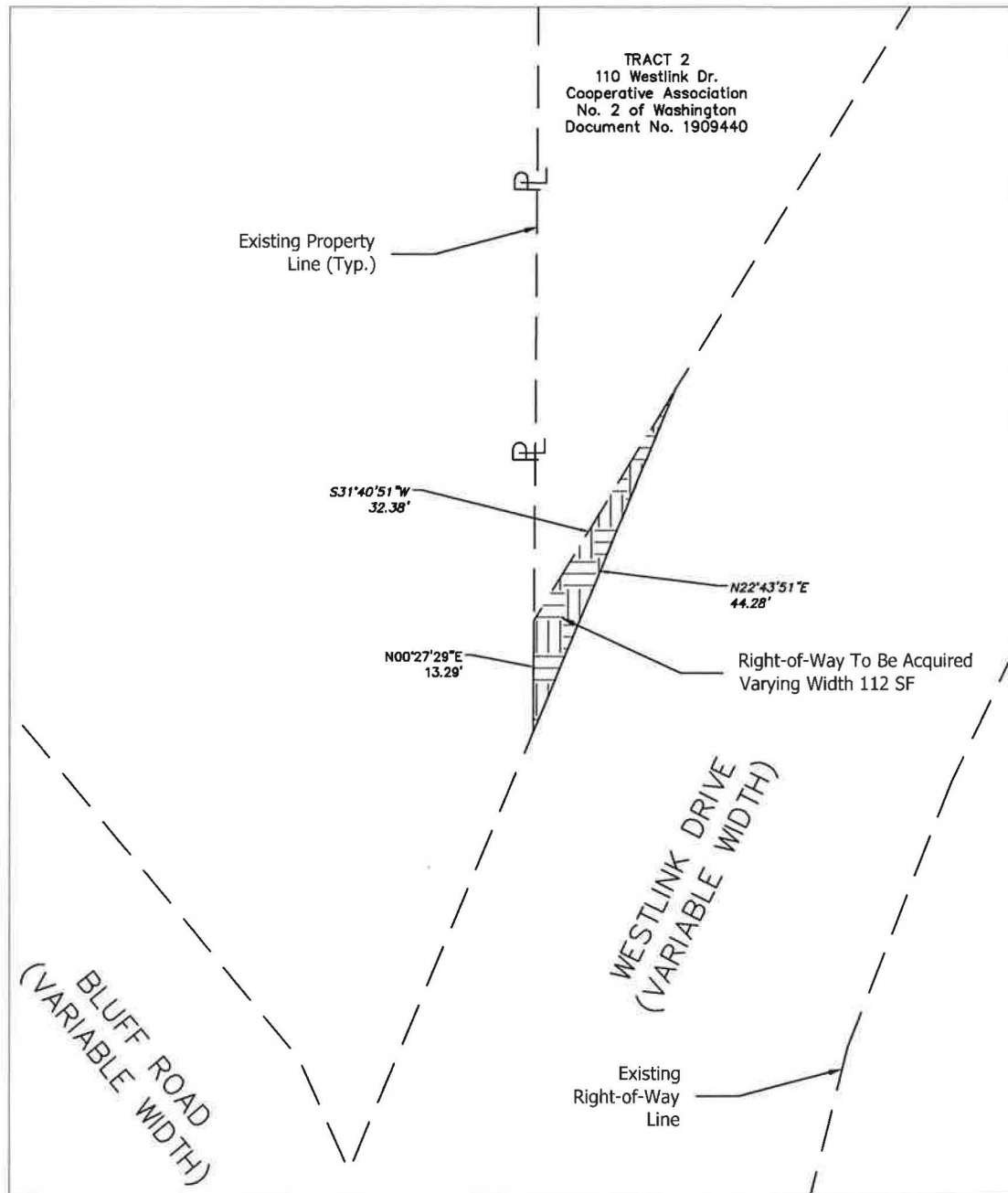


A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
BOOK P, PAGE 196
FRANKLIN COUNTY, MISSOURI

EXHIBIT "A"

WESTLINK DRIVE

TRACT 2

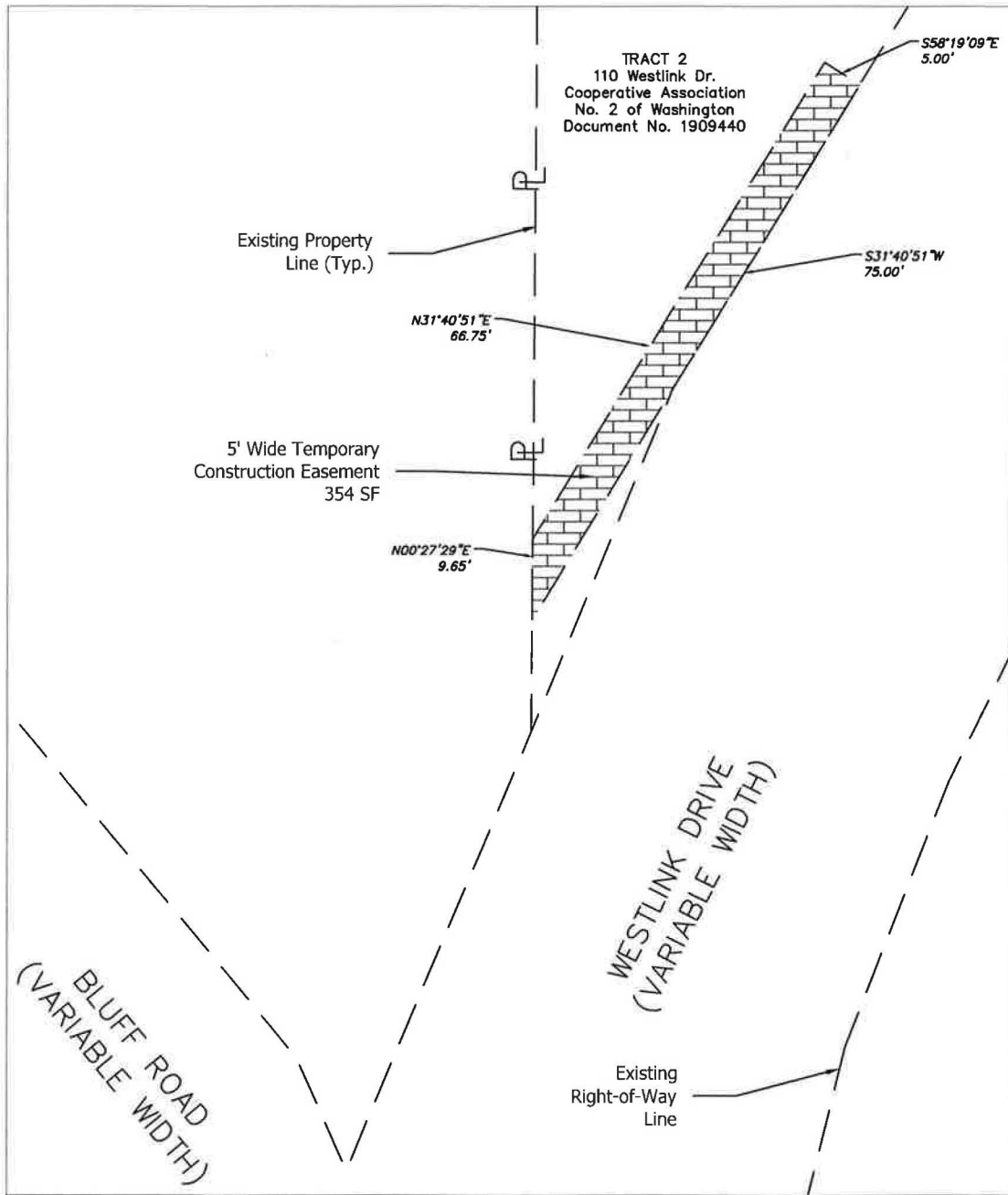


A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1909440
FRANKLIN COUNTY, MISSOURI

WESTLINK DRIVE

EXHIBIT "A"

TRACT 2



A TRACT OF LAND BEING PART OF
SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1909440
FRANKLIN COUNTY, MISSOURI

7i

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR
HEIDMANN INDUSTRIAL PARK LOTS 3 & 18 IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as Exhibit A demonstrating the boundary adjustment
in the City of Washington, Missouri has been submitted to the City for approval; and

WHEREAS, said plat meets the requirements of the applicable ordinances of the
City of Washington, Missouri.

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

SECTION 1: The boundary adjustment as shown in the attached Exhibit A in
the City of Washington, Missouri is hereby approved.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

75

RESOLUTION NO. _____

INTRODUCED BY: _____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE PROPOSED DEVELOPMENT OF A MANUFACTURING FACILITY IN THE CITY

WHEREAS, the City of Washington, Missouri (the “City”), has offered certain incentives (the “Development Incentives”) to encourage Texwrap Packaging Systems LLC (including its affiliate 58 Knight, LLC, the “Company”) to expand its manufacturing facility in the City (the “Project”); and

WHEREAS, the Company, subject to final approval and implementation of the Development Incentives, desires to undertake the Project; and

WHEREAS, the City and the Company desire to enter into a Memorandum of Understanding, in substantial similar form to **Exhibit A** hereto (the “Agreement”), to memorialize the terms upon which the Development Incentives will be granted; and

WHEREAS, the City has determined that it is necessary and desirable to declare the official intent of the City to take certain other actions in connection with the provision of the Development Incentives, including but not limited to the issuance of taxable industrial revenue bonds (the “Bonds”) pursuant to Sections 100.010 to 100.200 of the Missouri Revised Statutes (the “Act”), subject to certain terms and conditions set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHINGTON, MISSOURI, AS FOLLOWS:

Section 1. Finding of Public Benefit. The City Council hereby finds and determines that the Project will promote the economic well-being and industrial development of the City and the taxing districts within the area of the Project and that the implementation of the Development Incentives will be in furtherance of the public purposes set forth in the Act.

Section 2. Authorization of Agreement. The City Council hereby approves the Agreement with such changes therein as shall be approved by the officers of the City executing the same. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City, and the City Clerk is hereby authorized and directed to attest to the Agreement and to affix the seal of the City thereto.

Section 3. Intent to Issue Bonds. The City Council hereby declares the intent of the City to issue the Bonds in a principal amount of approximately \$5,000,000 to provide funds to finance the costs of the Project, subject to the conditions set forth in this Resolution.

Section 4. Limited Obligations. The Bonds shall be limited and special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State shall be liable thereon, and the

TK

Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 5. Conditions to Issuance of Bonds. This Resolution constitutes a statement of intent of the City Council. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject, in the sole discretion of the City, to the following conditions:

- (a) approval by the City Council of a plan for industrial development in accordance with Section 100.050 of the Act;
- (b) authorization by ordinance of the City Council;
- (c) obtaining any other necessary governmental approvals for the Project;
- (d) agreement by the City and the Company upon (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; and
- (e) receipt by the City of satisfactory indemnification for all matters relating to the Project.

Section 6. Sales Tax Exemption on Construction Materials. The City will provide a sales tax certificate (the "Certificate") for the purpose of enabling the Company to obtain sales tax exemption on all construction materials for the Project, upon the Company's agreement (in form and substance satisfactory to the City) to fully indemnify and protect the City from any judgments or actions arising from the use of the Certificate.

Section 7. Reimbursement for Project Costs. The Company is hereby authorized to proceed with the purchase and installation of the Project, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. If the Bonds are issued, the Company may be reimbursed out of the proceeds thereof for expenditures paid or incurred in connection with the Project.

Section 8. Notice to Taxing Districts. The City Clerk, on behalf of the City Council, shall send or cause to be sent such notices as are required by the Act in connection with the issuance of the Bonds.

Section 9. Preparation of Documents. The City Attorney and Gilmore & Bell, P.C., as Bond Counsel, and the officers, employees and representatives of the City, are hereby authorized to work with the Company, its counsel and others, to prepare for submission to and final action by the City Council all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

Section 10. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge

and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 11. Effective Date. This Resolution shall be in full force from and after the date of its passage.

PASSED by the City Council of the City of Washington, Missouri, this ____ day of December, 2022.

Mayor

(SEAL)

ATTEST

City Clerk

Exhibit A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is entered into this 19th 14th day of December, 2022, between the **CITY OF WASHINGTON, MISSOURI** (the "City"), and **58 KNIGHT, LLC** (the "Company");

RECITALS:

A. The Company currently owns an approximately 75,000 square foot manufacturing facility at 525 Vossbrink Drive in the City (the "Project Site"), which is leased to Texwrap Packaging Systems LLC ("Texwrap"). The Company intends to construct an approximately 39,000 square foot addition to the existing facility (the "Project Improvements").

B. The City and the Company desire to set forth herein the primary agreements of the parties regarding incentives for the Project, with the understanding that such matters will be set forth in additional detail in other documents relating to the Project.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, and subject to the conditions herein set forth, the City and the Company agree as follows:

1. Issuance of Chapter 100 Bonds. The City will issue approximately \$5,000,000 principal amount of taxable industrial revenue bonds (the "Bonds") to finance the construction of the Project. The Bonds will be issued pursuant to a Trust Indenture (the "Indenture") between the City and a bank or trust company, as trustee (the "Trustee"), to be designated by the Company. When the Bonds are issued, the Company will convey to the City a leasehold interest in or fee title to the Project Site. The City will, pursuant to a Lease Agreement (the "Lease"), lease the Project Site and the Project Improvements (collectively, the "Project") to the Company in consideration of rental payments that are sufficient to pay the principal of and interest on the Bonds. At the end of the Lease term, the City will convey the Project to the Company for nominal consideration.

2. Tax Abatement; Payments in Lieu of Taxes.

a. Tax Exemption. So long as the City owns title to the Project, the Project is expected to be exempt from ad valorem taxation. The first year of the exemption period shall begin on January 1 following the year in which the Project Improvements are complete. The Company shall be entitled to 10 years of partial property tax abatement as described herein. The Company understands that it will be responsible for any taxes on the Project until title thereto is transferred to the City. The Company agrees that, during each year that all or any portion of the Project is exempt from ad valorem taxes by reason of the City's ownership, the Company will make payments in lieu of taxes ("PILOTS") in the amounts set forth below:

(i) 100% of the real property taxes that were due on the final 2022 assessed valuation of the Project Site, including the existing facility thereon (\$58,477); plus

(ii) 50% of the real property taxes that would otherwise be due on the increase in the assessed valuation of the Project after completion of the Project Improvements, but for the City's ownership of the Project.

b. Employment. Texwrap expects to create 35 Jobs (as defined below) within five years after completion of the Project Improvements with an average annual salary of at least \$64,000. "Job" means a full-time equivalent position with Texwrap at the Project Site of not less than 35 hours per week, which

TK

shall include normal full-time employee benefits offered by Texwrap. "Jobs" does not include positions filled by workers who are not directly employed by Texwrap.

The obligation set forth herein will be memorialized in a Performance Agreement among the City, the Company and Texwrap, which will provide that Texwrap's failure to maintain the Jobs will subject the Company and/or Texwrap (jointly and severally) to an additional PILOT payment. The additional PILOT payment will be calculated in each year that the Company has fewer than 91 Jobs during years 1-5 of the tax abatement period or 126 Jobs during years 6-10 of the tax abatement period, based on the following formula:

$$PP \quad \times \quad \frac{TJ - AJ}{TJ} \quad \times \quad 2 \quad = \quad \text{Additional PILOT Payment}$$

PP = PILOT payment on the Project for year in which Jobs are below TJ
AJ = Highest number of Jobs during the 90-day period ending on September 30 of such year (or such other date set forth in the Performance Agreement)
TJ = Years 1-5 following completion of the Project Improvements: 91
 Years 6-10 following completion of the Project Improvements: 126

If for any reason (i) the Company has fewer than 72 Jobs during years 1-5 of the tax abatement period or 100 Jobs during years 6-10 of the tax abatement period or (ii) the average annual wage of the Jobs during any year is less than \$64,000, the City may revoke the partial tax relief provided for in the Performance Agreement and require the Company to purchase the Project from the City. Notwithstanding the foregoing, upon certification by the Company that unforeseeable business conditions (including, without limitation, any shutdowns or reduction in force caused by government statute, order or regulation) have caused the Company to employ fewer Jobs than projected, the City Council may waive the additional PILOT payment or any portion thereof.

c. *Emergency Service Districts.* If the City receives notice from an ambulance district or other emergency services provider that an additional PILOT payment is required pursuant to Missouri law, the City shall promptly send the Company a copy of the notice and shall instruct the Company in writing of the amount and date on which any additional PILOT payment is due. The Company shall promptly make such additional PILOT payments in accordance with the City's instructions.

d. *No Abatement on Special Assessments.* Neither the City nor the Company has any knowledge of any special assessments by any governmental entity currently applicable to the Project Site. The City and the Company hereby agree that the property tax exemptions described in this Memorandum shall not apply to special assessments by any governmental entity. The Company agrees to make a payment to the City on or before each December 31 in an amount equal to 100% of any special assessments imposed upon the Project by any governmental entity.

e. *Sales Tax Exemption on Construction Materials.* Upon the Company's agreement (in form and substance satisfactory to the City) to fully indemnify and protect the City from any judgments or actions in connection therewith, the City will furnish the Company a project exemption certificate that will enable the Company's purchase of construction materials for the Project to be exempt from sales taxes, to the extent provided by law.

3. **Costs and Expenses.** The Company shall be responsible for all reasonable and customary costs of issuance of the Bonds.

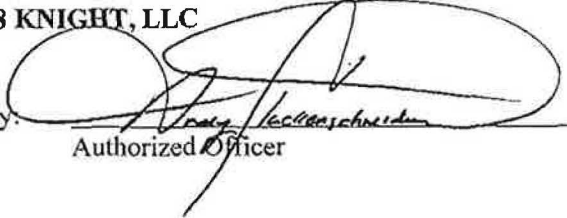
4. **Other Terms.** The parties agree that the intent of this Memorandum is to set forth in principle the primary terms relating to certain incentives for the Project. The final terms of such incentives will be set forth in the Lease and other documents, which are subject to approval by the City Council and by appropriate representatives of the Company in their sole discretion. Such provisions will include, but are not limited to, indemnification, events of default, remedies upon default, and prepayment provisions.

5. **Termination of this Memorandum.** Upon the issuance of the Bonds and the execution of documents containing the substantive terms hereof, the provisions of this Memorandum shall have no further effect. If there are any inconsistencies between the terms hereof and the terms of any of the documents pertaining to the issuance of the Bonds, the terms of such other documents shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date first above written.

CITY OF WASHINGTON, MISSOURI

By: _____
James D. Hagedorn, Mayor

58 KNIGHT, LLC
By: 
Authorized Officer

TK



December 14, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Texwrap Resolution of Intent

In your packet for approval is a Resolution of Intent to issue Chapter 100 Bonds to Texwrap in conjunction with the Memorandum of Understanding for performance measurements. In summary, Texwrap will commit to approximately \$5 million in capital investment, construct a 39,000 sq. ft. expansion, and create 35 jobs with an average salary of \$64,000/year.

In the incentive package, the company will receive a 50% abatement on the increase only in real estate taxes. The incentive will last 10 years with the company paying approximately \$414,000 in PILOT Payments.

The 353 Redevelopment Corporation reviewed the proposal and unanimously recommended approval of the agreement.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AT&T HOSTED E 9-1-1 SERVICE PRICING SCHEDULE BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SOUTHWESTERN BELL TELEPHONE COMPANY, D/B/A AT&T MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute an AT&T Hosted E 9-1-1 Service Pricing Schedule by and between the City of Washington, Missouri and Southwestern Bell Telephone Company, d/b/a AT&T Missouri, 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 Schedule and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A



AT&T MA Reference No. MA50005030UA

AT&T HOSTED E 9-1-1 SERVICE Pricing Schedule

CUSTOMER Legal Name ("Customer")	AT&T ("AT&T")
City of Washington	Southwestern Bell Telephone Company, d/b/a AT&T Missouri
CUSTOMER Address	AT&T Address
Street Address: 405 Jefferson St. City: Washington State / Province: Missouri Country: USA Domestic / Intl / Zip Code: 63090	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
CUSTOMER Contact (for Contract Notices)	AT&T Branch Sales Contact Information
Name: Darren Lamb Title: City Administrator Telephone: 636-390-1000 Fax: Email: dlamb@washmo.gov	<input checked="" type="checkbox"/> Primary Sales Contact Name: Todd Karl Street Address: 115 W Adams Ave City: Kirkwood State / Province: Missouri Country: USA Domestic / Intl / Zip Code: 63122 Telephone : 314-450-2520 Email : todd.karl@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Jim Bugel
CUSTOMER Billing Address and Contact	
Street Address: 405 Jefferson St. City: Washington State / Province: Missouri Country: USA Domestic / Intl / Zip Code: 63090 Contact Name: Darren Lamb Title: City Administrator Telephone: 636-390-1000 Fax: E-mail: dlamb@washmo.gov	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

CUSTOMER	AT&T
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

ATTUID: _____ Public Safety Hosted Pricing Schedule	AT&T and Customer Confidential Information Page 1 of 5	ROME Opportunity ID : _____ Updated: 012815
--	---	--



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

This Pricing Schedule is part of the Agreement between Southwestern Bell Telephone Company, dba AT&T Missouri and the Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

SERVICE: An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) Identified by Customer. As part of the Service, AT&T will install Customer End User Equipment Identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: Southwestern Bell Telephone Company, d/b/a AT&T Missouri.

TERM: The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) five years from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

Network Transport Components: The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

9-1-1 Database Components: Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

Other Components: Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

- I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule"
- II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
- III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
- IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
- V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

Equipment and Maintenance: The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs	Monthly Recurring Costs
Washington PD MO	310 Jefferson St.	Washington	MO	3	\$ 18,705.60	\$ 3,369.00
WashMOText to 9-1-1	310 Jefferson St.	Washington	MO	3	\$ 8,407.33	\$ 385.00
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
Total Charges					\$ 27,112.93	\$ 3,754.00

Payment Terms:

- (1) Charges for Host Locations not due until Hosts are installed and accepted and first PSAP is on-line and accepted.
- (2) PSAP Location: Charges Per Position not due until PSAP installed and accepted:

Service Plan Payment Terms: Monthly Payments Annual Payments Financing: (Name of Leasing Company)

Monthly Price: \$ 3,754.00 Annual Price: \$ _____

ATTUID: _____	AT&T and Customer Confidential Information	ROME Opportunity ID: _____
Public Safety Hosted Pricing Schedule	Page 2 of 5	Updated: 091918



GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T E9-1-1 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.
"AT&T Premises" means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed and certain elements of the Service are performed.
"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.
"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement
"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.
"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.
"Equipment" unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.
"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.
"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.
"Statement of Work" or "SOW" means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped

directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer any and all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

6. Invoicing and Payment Terms

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

ATTUID: _____ Public Safety Hosted Pricing Schedule	AT&T and Customer Confidential Information Page 3 of 5	ROME Opportunity ID : _____ Updated: 091918
--	---	--



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

7. Initial Acceptance of Services and Customer End User Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

8. Licensed Software

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

9. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

9.1 WARRANTIES.

(a) **Equipment.** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE< NON-INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

(b) **Manufacturer's Warranty:** Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

9.2 WORKMANSHIP WARRANTY(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer As To Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

10. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

11. Amendments; Termination

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule,

ATTUID: _____ Public Safety Hosted Pricing Schedule	AT&T and Customer Confidential Information Page 4 of 5	ROME Opportunity ID : _____ Updated: 091918
--	---	--



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

12. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits

either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

13. General Provisions

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: []

ATTUID: _____ Public Safety Hosted Pricing Schedule	AT&T and Customer Confidential Information Page 5 of 5	ROME Opportunity ID : _____ Updated: 091918
--	---	--



System Upgrade
AT&T VIPER Hosted 9-1-1 Service
for
Washington PD, MO
(AT&T)

Summary- AT&T Hosted VIPER 9-1-1 Service

Item	Price Per Position	Price based on 3 Positions
Washington PD - VIPER Remote		
Monthly Per Position (MRC)	\$1,123.00	\$3,369.00
One-Time Fee Per Position (NRC)	\$6,235.20	\$18,705.60

Note: Pricing based on 60 month term.

AT&T Hosted 9-1-1 is a Service for a Fee and a Software as a Service Offering. These services provide the following:

AT&T Hosted 911 Service provides:

- 911 and Mapping Functionality
- MIS Reporting
- Interoperability
- Security
- System Health & Monitoring
- Patch Management
- Virus Protection
- Service Enhancement
- Back Up and Restoral
- Small on site Footprint

The Hosted 911 Price Includes:

- Installation
- Training Admin and Agent
- 24/365 Service/Repair/Monitoring
- Hardware Fix/Replacement
- Spare Parts
- 60 Month term
- On-Site Maintenance with Local AT&T Technician



Configuration Parameters - Washington PD - VIPER Remote

Site Configuration

Total Positions 3

VIPER Remote Solution

- VIPER
- Power Stations
- Power 911 Setup
- Power Metrics Setup
- KVM Hardware

Professional Services

- Installation Services
- Training Services
- SCC Mapping
- Project Management Services

Recurring Services

- Power Metrics Recurring Services
- SCC Mapping Recurring Services

Maintenance

- Total Protection Services
- AT&T Maintenance Services
- Sentry
- Sentry Monitoring Service
- Fujitsu (Network Monitoring)
- LTE Peplink for Firstnet Failover

Model #	Description	Qty
VIPER		
912803/2	VIPER Primary VoIP Soft Switch	1
912890/BB	Media Kit Prebuilt Building Block	1
911830	VIPER Gateway Chassis G3	1
912811/U	Application Server Position Access License Upgrade	4
912812/U	PBX Access License Upgrade	6
911834	AIM G3	1
912827	VIPER Backroom Mounting Kit	1
912716/24	Cisco C2960X-24TS-L 24 port switch (with stacking module)	2
FIREWALL	Cisco 1010 Firewall	1
ROUTER	Cisco Router	1
BACKROOM UPS	ON2000XAU-SN	1
WORKSTATION UPS	OMNI900	2



Power Stations

914600/3	IWS External Programmable Keypad - 24 Buttons	3
911810-1/BB	Power Station Bundle	3
950852	Front Room Equipment Staging - Per Position	3

Power 911 Setup

913100/BAK/U	Power 911 Client and Server Backup License - Upgrade	1
913100/U	Power 911 Client and Server Access License - Upgrade	2
913152/U	Power 911 Add-on Recorder for Radio Upgrade	2
914963/BB	Object Server with Device Master	1

Power Metrics Setup

P10198	Power Metrics - Service set-up: No RDDM	1
--------	---	---

KVM Hardware

P10273	Low Profile KVM	1
--------	-----------------	---

Installation Services

ATTSERV	AT&T Installation Services	1
P10314	Professional Services (per Day)	4
P10318	Post-Cutover Services	1
P10319	Living Expense per Day per Person	7
P10351	Travel Fee per Person	1

Training Services

960780	Administrator Training	1
960801	User Training	1
P10087	CCS Training	1
P10373	Training Cutover Support	1
960108/3	Power Metrics Basic Online Training	1
P10319	Living Expense per Day per Person	5
P10351	Travel Fee per Person	1

SCC Mapping Services

SCC-DP	GIS Data Prep	1
SCC-RC	Position Provisioning	2
SCC-TRN-ADMIN	SCC Administrator Training	1
SCC-PM	Project Management	1



Project Management Services

950510	Project Management Services	1
--------	-----------------------------	---

Power Metrics Recurring Services

P10221	Power Metrics - 1-4 pos. annual service per PSAP Year 1	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1
P10221	Power Metrics - 1-4 pos. annual service per PSAP Year 2	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1
P10221	Power Metrics - 1-4 pos. annual service per PSAP Year 3	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1
P10221	Power Metrics - 1-4 pos. annual service per PSAP Year 4	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1
P10221	Power Metrics - 1-4 pos. annual service per PSAP Year 5	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1

SCC Mapping Recurring Services

SCC-USER-5/A	Concurrent User License (1-5 Users) Annual Year 1	1
P10279	Third Party License for SCC User Year 1	1
SCC-USER-5/A	Concurrent User License (1-5 Users) Annual Year 2	1
P10279	Third Party License for SCC User Year 2	1
SCC-USER-5/A	Concurrent User License (1-5 Users) Annual Year 3	1
P10279	Third Party License for SCC User Year 3	1
SCC-USER-5/A	Concurrent User License (1-5 Users) Annual Year 4	1
P10279	Third Party License for SCC User Year 4	1
SCC-USER-5/A	Concurrent User License (1-5 Users) Annual Year 5	1
P10279	Third Party License for SCC User Year 5	1

Total Protection Services

P10350	Total Protection Service, Dark Back-up Position Year 1	1
P10349	Total Protection Service, Primary Position Year 1	2
P10350	Total Protection Service, Dark Back-up Position Year 2	1
P10349	Total Protection Service, Primary Position Year 2	2
P10350	Total Protection Service, Dark Back-up Position Year 3	1
P10349	Total Protection Service, Primary Position Year 3	2
P10350	Total Protection Service, Dark Back-up Position Year 4	1
P10349	Total Protection Service, Primary Position Year 4	2
P10350	Total Protection Service, Dark Back-up Position Year 5	1
P10349	Total Protection Service, Primary Position Year 5	2

AT&T Maintenance Services



ATTMTC	AT&T On-Site Maintenance (5 Years)	1
Sentry		
P10232	ELM Class 1	1
P10233	ELM Class 2	6
Sentry Monitoring Service		
<i>Sentry Monitoring Year 1</i>		
915138/1	Sentry Monitoring per Node per Year	7
<i>Sentry Monitoring Year 2</i>		
915138/1	Sentry Monitoring per Node per Year	7
<i>Sentry Monitoring Year 3</i>		
915138/1	Sentry Monitoring per Node per Year	7
<i>Sentry Monitoring Year 4</i>		
915138/1	Sentry Monitoring per Node per Year	7
<i>Sentry Monitoring Year 5</i>		
915138/1	Sentry Monitoring per Node per Year	7
Fujitsu (Network Monitoring)		
MNS-S-ASF	Service Fee	60
MNS-S-FM-E	NOC: Fault Management for Ethernet Devices	60
LTE Peplink for Firstnet Fallover		
PEPLINK	Peplink LTE Hardware	1

NOTE: FirstNet Unlimited Rate Plan for Data-only devices per month = \$38.00/month per device under MO State Contract

Terms

VALIDITY Quote expires on March 23, 2023.



Washington PD MO 9-1-1
Text-to-911

**System Upgrade
Text-to-911 Service
for
Washington PD, MO
(AT&T)**

Summary-Text-to-911

Item	Price
Washington PD MO Monthly (MRC)	\$385.00
One-Time Fee (NRC)	\$8,407.33

Note: Pricing based on 60 month term.



Model #	Description	Qty
TXT29-1-1 Setup Fees		
ITXTOTF2	TXT29-1-1 One-time-fee per PSAP (1-4 seats)	1
P10063	ITS Equipment	1
Installation Services		
P10314	Professional Services (per Day)	1
ATTSERV	AT&T Installation Services	2
CCS Training		
P10087	CCS Training	1
Project Management Services		
950510	Project Management Services	1
TXT29-1-1 Recurring Services		
P10062	ITS Service (Annual) Year 1	1
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) Year 1	1
P10062	ITS Service (Annual) Year 2	1
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) Year 2	1
P10062	ITS Service (Annual) Year 3	1
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) Year 3	1
P10062	ITS Service (Annual) Year 4	1
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) Year 4	1
P10062	ITS Service (Annual) Year 5	1
ITXTARF1	TXT29-1-1 Annual Recurring Fee per PSAP (1-4 Seats) Year 5	1

71



December 12, 2022

Honorable Mayor and City Council
Washington, MO

Re: Proposed 911 AT&T Contract

Honorable Mayor and City Council,

In 1992, Franklin County voters passed a countywide tax for the implementation of an emergency telephone service for all county residents. At that time, three other cities already had emergency 911 services including the Cities of Washington, Pacific and Sullivan. In 1993 the Franklin County Commission entered into an agreement with those cities (PSAP's – Public Safety Answering Point) where assuming full responsibility for cities reoccurring monthly charges, assuming service provider contracts responsibilities from cities for 911 service and assuming full responsibility for the equipment, operation and maintenance of the 911 system within the Cities corporate limits (see attached agreement).

Approximate charges to maintain the phone lines between Washington and Union have been paid for by the County according the agreement from 1993. The cost per year has been approximately \$35,000 however, upgrades to the system beyond the annual maintenance have now exceeded that and the County Commission has now reflected that approximate cost in their letter to the City as one of what they consider an option (see attached letter from November 17, 2022). On August 1 of 2020, the County sent an invoice to the City for \$32,173.90 in an effort not to have to pay for the maintenance of said lines. The County Commission was alerted to the 1993 agreement and the City refused to pay the invoice (see-attached invoice from August 1, 2020).

On October 4, 2022, the Franklin County Commission passed a commission order terminating the above-mentioned agreement (see attached Commission Order). Since that time, staff have been meeting internally to discuss options including the other PSAP's (Sullivan and Pacific) as well as representatives from AT&T to see if a more independent solution can be made (see Option 3 from November 17th, 2022 letter). No options provided by the Commission offer reimbursement for past investments by the City of a return of taxes paid by the community.

The recommended option is to move forward with Emergency 911 services by entering into a five-year contract with AT&T. This will allow direct connection to AT&T facilities without having to be routed through Franklin County. There are fewer points of failure for the lines as well as more redundancy.

Under the recommended proposed contract with AT&T:

Year 1 \$89,732.24

Year 2 \$68,486.64

Year 3 \$68,486.64

Year 4 \$68,486.64

Year 5 \$68,486.64

Total \$363,678.80 (an additional \$31,507.33 for text to 911 feature)

After reviewing all options, staff is recommending to enter into a contract directly with AT&T for the following reasons:

- Direct control of fees and negotiations with AT&T rather than through Franklin County
- Fewer points of failure within the system (lines are directly fed to the City)
- Maintain independent communications department to insure favorable ISO rating (3)

Implementation of the system would take 45-60 days.

Should you have any questions, our emergency response team and I are available.

Sincerely,



Darren Lamb
City Administrator

Cc: Jennifer Brune, Communications Director
Chief Jim Armstrong, WPD
Chief Tim Frankenberg, WFD
Mark Skornia, Emergency Management Director

BILL NO. 7375 INTRODUCED BY COUNCILMAN ROETERING

ORDINANCE NO. 7359

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO AN AGREEMENT FOR 911 EMERGENCY SERVICE BY AND BETWEEN THE COUNTY OF FRANKLIN, MISSOURI AND THE CITY OF WASHINGTON, MISSOURI.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute an Agreement for 911 emergency service by and between the County of Franklin, Missouri and the City of Washington, Missouri, a copy of which 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 be in full force and effect from and after its passage and approval.

Passed: APR - 5 1993

ATTEST: Dolores Heratukoni

Stephen Munt
President of City Council

Approved: APR - 5 1993

ATTEST: Dolores Heratukoni

Stephen Munt
Mayor of Washington, Mo.

AGREEMENT

This Agreement entered into this 5th day of April 1993, by and between the County of Franklin (hereinafter County) and the City of Washington (hereinafter City) and in exchange for the mutual promises herein contained pertaining to 9-1-1 service agree as follows:

1. That County held an election in the manner prescribed by law pertaining to the implementation of County wide 9-1-1 service and that at such election a majority of those persons voting, voted in favor of such proposition which included the establishment of a maximum County wide tax of 15% of the basic phone rate to pay for the cost thereof.

2. That prior to such election City had already established 9-1-1 service within its corporate limits.

3. That as a result of such County wide election County shall implement one county wide 9-1-1 system throughout Franklin County, Missouri, thereby integrating City's 9-1-1 service into County's 9-1-1 plan.

4. That as a result thereof County shall pay and assume full responsibility for City's recurring monthly charges for 9-1-1 service and shall also assume full responsibility for the operation and maintenance of the 9-1-1 system within City's corporate limits.

5. That as the County wide 9-1-1 system shall be a secondary PSAP dispatch service with a sufficient number of back-ups, City of Washington shall provide dispatching for emergency services within City's corporate limits.

6. City acknowledges and states, that at the time 9-1-1 service was established by City, capital cost thereof was paid for by a capital improvement sales tax at an original cost of \$ 59,546.50. City hereby agrees to transfer and convey to County all its interest in such equipment for the sum of \$ 44,859.00.

7. City further acknowledges that County has been paying the recurring monthly charges as of January, 1983, which is the effective date of the County-wide 9-1-1 surtax, and therefore, County is not obligated to reimburse City for any recurring charges incurred since the effective date of the County wide 9-1-1 surtax.

8. City of Washington further agrees to defer payment, as provided for in Section 6B. above, until October 1, 1984 and payments will be made as follows:

- 1. \$11,164.95 due October 1, 1984
- 2. \$11,164.95 due January 1, 1985
- 3. \$11,164.95 due April 1, 1985
- 4. \$11,164.95 due July 1, 1985

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

CITY OF WASHINGTON

FRANKLIN COUNTY

BY: Joseph M. Grant Mayor

BY: Thomas L. Finner
Presiding Commissioner

ATTEST: Dolores B. Hartshorn
City Clerk

ATTEST: Law Herd
County Clerk

Approved: John M. Whorow
County Auditor

FRANKLIN COUNTY

COMMISSION



TIM BRINKER

Presiding Commissioner

TODD BOLAND

1st District Commissioner

DAVE HINSON

2nd District Commissioner

November 17, 2022

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

RE: 911 Service to Municipal PSAPS

As a follow-up to our conversations, the County of Franklin sees three options for going forward with 911 Service to your cities.

1) Option 1 - Continue to operate as is with the Cities picking up the costs. The attached spreadsheet shows the costs to the Cities for the upgrades that will be required. For example, if everything stays as is the estimated annual costs will be as follows:

Year 1

a. City of Pacific	\$157,644.44
b. City of Sullivan	\$162,019.28
c. City of Washington	\$199,472.10

Year 2

a. City of Pacific	\$28,512.30
b. City of Sullivan	\$32,857.14
c. City of Washington	\$33,450.62

Switch to Fiber:

Year 1

a. City of Pacific	\$169,762.61
b. City of Sullivan	\$150,839.83
c. City of Washington	\$213,432.27



Year 2

a. City of Pacific	\$23,119.38
b. City of Sullivan	\$17,307.42
c. City of Washington	\$29,929.70

Keep in mind that these are the best estimates at this point in time and are subject to change. Nevertheless, they should provide you with some idea of the costs.

2) Option 2 - Move all dispatching personnel to Franklin County's new dispatch center. Although physically housed at Franklin County they would be employees of your respective cities, supervised by your employees, and could continue to operate in the same manner as currently operating but in a different location. There may be some costs of equipment to make sure that Franklin County provided equipment is compatible with the cities' equipment.

3) Option 3 - Obtain your own phone lines and equipment so that all 911 calls in your cities are routed directly to you. It is unknown what that cost may be.

Since Franklin County has terminated your contracts effective December 31 you will need to decide as to which option you intend to pursue in the near future.

Sincerely,

Tim Brinker, Presiding Commissioner

Todd Boland, First District Commissioner

Dave Hinson, Second District Commissioner

FRANKLIN COUNTY

COUNTY COMMISSION



400 EAST LOCUST STREET
ROOM 206
UNION MISSOURI 63084
COMMISSION: (636) 583-6358
FAX: (636) 583-6399
www.franklinmo.org

August 1, 2020

Invoice: 455.085w1

TIM BRINKER
Presiding Commissioner
of the County Commission

Bill to:

Pay to:

TODD BOLAND
Commissioner 1st District

Washington Communications
Attn: Lisa Moffit
301 Jefferson Street
Washington, MO 63090

Franklin County Clerk
Attn: Christa Buchanan
400 East Locust Street
Room 201
Union, MO 63084

DAVE HINSON
Commissioner 2nd District

Franklin County hosts the 911 system for your primary 911 public safety answering point (PSAP) and is invoicing your PSAP for those charges. They have been outlined based on percentage of circuits dedicated to your operation and the actual costs of those services.

The charges are outlined as follows:

ATT Circuits to ATT and Carriers:	\$24,844.30
Point to Point Circuit to Franklin County Core: Circuit ID: 46.DHXS.500010	\$7,329.60
Fidelity Circuit to Franklin County:	\$0.00
Total:	\$32,173.90

Payment Due by October 1, 2020



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 04, 2022
Contract/Agreements

IN THE MATTER OF TERMINATING THE AGREEMENTS WITH THE CITIES OF PACIFIC, SULLIVAN, AND WASHINGTON, MISSOURI

WHEREAS, the question of whether or not to establish an emergency telephone service and impose a telephone tax to finance such service was submitted to the voters of Franklin County on November 3, 1992, and a majority of the votes cast on the proposal were in favor thereof, thereby imposing an emergency telephone tax, in an amount not to exceed 15% of the tariffed local service rate as defined in Section 190.300, RSMo., for emergency 9-1-1 telephone service; and

WHEREAS, because of such county wide election the Franklin County Commission adopted a Commission Order on November 19, 1992, in the matter of authorization of Franklin County 911 collection of tax contracts; and

WHEREAS, Franklin County implemented one county wide 9-1-1 system throughout Franklin County, thereby integrating the City of Pacific, the City of Sullivan, and the City of Washington, Missouri ("Cities") 911 services into Franklin County's 9-1-1 plan; and

WHEREAS, in the year 1993, the Franklin County Commission entered into Agreements with the Cities resulting in Franklin County paying and assuming full responsibility for Cities' recurring monthly charges, assuming service supplier contracts responsibilities from Cities for 911 service and assuming full responsibility for the equipment, operation, and maintenance of the 911 system within the Cities' corporate limits; and

WHEREAS, having multiple 911 answering points introduces delay in the ability to provide some services as well as additional costs and undue burden on the taxpayers of Franklin County, Missouri; and

WHEREAS, the Franklin County Commission finds it prudent to provide said services for the purpose of promoting the public safety, health and general welfare and to protect life and property of the citizens of Franklin County, Missouri, and combine the operations of the 911 system within Franklin County including the Cities, to continue to provide said services to the Cities and provide access to said services in the combined operations of the 911 system at the Franklin County 911 Communications Center, allowing the Cities to become a part of that combined operation; and

WHEREAS, the Franklin County Commission has determined there is a need for additional funding to operate the 911 System and that it can no longer subsidize the 911 answering points in the Cities by paying and assuming full responsibility for Cities' recurring monthly charges, assuming service suppliers contracts responsibilities from Cities for 911 service and assuming full responsibility for the equipment, operation, and maintenance of the 911 system within the Cities' corporate limits; and

WHEREAS, the Agreements with the Cities are for an indefinite period, and may therefore be terminated at will by either party.

IT IS THEREFORE ORDERED by the Commission of the County of Franklin, Missouri that the Agreements between the County of Franklin, Missouri and the Cities of Pacific, Sullivan, and Washington, Missouri are hereby terminated effective December 31, 2022.

IT IS FURTHER ORDERED that Second District Commissioner, Dave Hinson; Emergency Management Director, Abe Cook; and 911 Communications Director, Jeff Titter, are hereby appointed as a committee to meet with representatives of the Cities of Pacific, Sullivan, and Washington, Missouri to either negotiate new agreements with each city or alternatively plan for an orderly transition of services from the County of Franklin, Missouri to the Cities.

IT IS FURTHER ORDERED that a copy of this Order be provided to Tim Baker, County Clerk; Abe Cook, Emergency Management Director; Jeff Titter, 911 Communications Director; and to the City Administrators of the Cities of Pacific, Sullivan, and Washington, Missouri.



Presiding Commissioner



Commissioner of 1st District

Commissioner of 2nd District

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AT&T HOSTED VPN SERVICE PRICING SCHEDULE BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SOUTHWESTERN BELL TELEPHONE COMPANY, D/B/A AT&T MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute an AT&T Hosted E 9-1-1 Service Pricing Schedule by and between the City of Washington, Missouri and Southwestern Bell Telephone Company, d/b/a AT&T Missouri, 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 Schedule and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

AT&T MA Reference No. 50005030UA
 AT&T PS Contract ID NBI14484298



**AT&T VPN SERVICE
 PRICING SCHEDULE**

Customer	AT&T
City of Washington Street Address: 405 JEFFERSON ST City: WASHINGTON State/Province: MO Zip Code: 630902607 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Darren Lamb Title: City Administrator Street Address: 405 Jefferson St City: Washington State/Province: MO Zip Code: 63090 Country: United States Telephone: 636-390-1000 Email: dlamb@washmo.gov	Name: JUSTINE HAYNES MERMIS Street Address: 2121 E 63Rd St City: Kansas City State/Province: MO Zip Code: 64130 Country: United States Telephone: 816-384-5807 Email: jh269g@att.com Sales/Branch Manager: GRANT E ECKERT SCVP Name: MARK GROSS Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1 of 4
 ASAP!

**AT&T VPN SERVICE
 PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T VPN Service	http://serviceguidenew.att.com/sg_flashPlayerPage/AVPN
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MARC AND MARC-ELIGIBLE CHARGES

3.1. MARC

MARC under this Pricing Schedule	Year 1	Year 2	Year 3	Year 4	Year 5
	7,200.00 USD	7,200.00 USD	7,200.00 USD	0.00 USD	0.00 USD

3.2. MARC-ELIGIBLE CHARGES

Service(s) under this Pricing Schedule are MARC-contributing.

4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period* per Service Component
All AT&T VPN Service and AT&T Bandwidth Service Components	100%	12 Months

* The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Notice of Withdrawal for AT&T VPN Service

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate a Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days

6. RATES AND DISCOUNTS

6.1. AT&T VPN SERVICE

6.1.1. AT&T VPN Service Rates

AT&T and Customer Confidential Information

Page 2 of 4
 ASAP!

**AT&T VPN SERVICE
 PRICING SCHEDULE**

Stabilization Date of Rates for AT&T VPN Service	Schedule of Charges version dated AUG-01-2021
---	---

Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates in a later Schedule of Charges version. Price Stabilization does not apply to Previously Grandfathered Service Components. AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service Components on 30 days' prior notice to Customer.

6.1.2. AT&T VPN Service Component Discounts: United States

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

Discount Type		Discount
VPN Transport		
	Connection Monthly Charge	
	ALL VNIC COMPONENTS	100.00%
	MPLS Port - 5M	40.00%
	All other Connection Monthly Charges	50.00%
	COS Package Monthly Charge	
	CoS Package Multimedia Standard Svc - 5M	100.00%
	All other COS Package Monthly Charges	50.00%
	All other VPN Transport Monthly Charges	50.00%
VPN DSL		30.00%
Managed CPE		40.00%
Non-Recurring Charges		
	MPLS Port Activation Charge	100.00%
	MPLS CoS Activation Charge	100.00%
	All other Non-Recurring Charges	75.00%

6.2. ACCESS

6.2.1. Access Channels - Site-Specific Pricing

Unless otherwise indicated, the pricing below is only applicable to one (1) of the specified circuit types at each specified location. For Non-US Access, Service Components must be installed within twelve (12) months after the Effective Date. Special Construction Charges also may apply. No Discounts are applicable to the site-specific pricing table below. MRC and NRC listed below are per Service Component.

6.2.1.1. US Ethernet Access Channels

Site Location Information	Zone / Type*	Access Speed	MRC	NRC
301 JEFFERSON ST, WASHINGTON, MO, 630902633	N/A	AVPN Ethernet Access 10 Mbps	356.22 USD	0.00 USD

AT&T and Customer Confidential Information

Page 3 of 4
 ASAP!

**AT&T VPN SERVICE
PRICING SCHEDULE**

* Zones with 'Ded' indicate Dedicated Service. Zones without 'Ded' indicate Switched Service.

This is the last page of the Pricing Document.

AT&T and Customer Confidential Information

Page 4 of 4
ASAP!

ROME ID 1-JR52P6H

AVPN PS v022621
AT&T Solution No. FMO670524535272

7m



December 12, 2022

Honorable Mayor and City Council
Washington, MO

Re: Proposed 911 AT&T Contract

Honorable Mayor and City Council,

In 1992, Franklin County voters passed a countywide tax for the implementation of an emergency telephone service for all county residents. At that time, three other cities already had emergency 911 services including the Cities of Washington, Pacific and Sullivan. In 1993 the Franklin County Commission entered into an agreement with those cities (PSAP's – Public Safety Answering Point) where assuming full responsibility for cities reoccurring monthly charges, assuming service provider contracts responsibilities from cities for 911 service and assuming full responsibility for the equipment, operation and maintenance of the 911 system within the Cities corporate limits (see attached agreement).

Approximate charges to maintain the phone lines between Washington and Union have been paid for by the County according the agreement from 1993. The cost per year has been approximately \$35,000 however, upgrades to the system beyond the annual maintenance have now exceeded that and the County Commission has now reflected that approximate cost in their letter to the City as one of what they consider an option (see attached letter from November 17, 2022). On August 1 of 2020, the County sent an invoice to the City for \$32,173.90 in an effort not to have to pay for the maintenance of said lines. The County Commission was alerted to the 1993 agreement and the City refused to pay the invoice (see-attached invoice from August 1, 2020).

On October 4, 2022, the Franklin County Commission passed a commission order terminating the above-mentioned agreement (see attached Commission Order). Since that time, staff have been meeting internally to discuss options including the other PSAP's (Sullivan and Pacific) as well as representatives from AT&T to see if a more independent solution can be made (see Option 3 from November 17th, 2022 letter). No options provided by the Commission offer reimbursement for past investments by the City of a return of taxes paid by the community.

The recommended option is to move forward with Emergency 911 services by entering into a five-year contract with AT&T. This will allow direct connection to AT&T facilities without having to be routed through Franklin County. There are fewer points of failure for the lines as well as more redundancy.

7m

Under the recommended proposed contract with AT&T:

Year 1 \$89,732.24

Year 2 \$68,486.64

Year 3 \$68,486.64

Year 4 \$68,486.64

Year 5 \$68,486.64

Total \$363,678.80 (an additional \$31,507.33 for text to 911 feature)

After reviewing all options, staff is recommending to enter into a contract directly with AT&T for the following reasons:

- Direct control of fees and negotiations with AT&T rather than through Franklin County
- Fewer points of failure within the system (lines are directly fed to the City)
- Maintain independent communications department to insure favorable ISO rating (3)

Implementation of the system would take 45-60 days.

Should you have any questions, our emergency response team and I are available.

Sincerely,



Darren Lamb
City Administrator

Cc: Jennifer Brune, Communications Director
Chief Jim Armstrong, WPD
Chief Tim Frankenberg, WFD
Mark Skornia, Emergency Management Director

7m

BILL NO. 7375 INTRODUCED BY COUNCILMAN ROETERING

ORDINANCE NO. 7358

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO AN AGREEMENT FOR 911 EMERGENCY SERVICE BY AND BETWEEN THE COUNTY OF FRANKLIN, MISSOURI AND THE CITY OF WASHINGTON, MISSOURI.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute an Agreement for 911 emergency service by and between the County of Franklin, Missouri and the City of Washington, Missouri, a copy of which 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 be in full force and effect from and after its passage and approval.

Passed: APR - 5 1981

ATTEST: Dolores Hestenberg

Stephen Meent
President of City Council

Approved: APR - 5 1981

ATTEST: Dolores Hestenberg

Stephen Meent
Mayor of Washington, Mo.

25 x 32 x

7m

AGREEMENT

This Agreement entered into this 5th day of April 1980, by and between the County of Franklin (hereinafter County) and the City of Washington (hereinafter City) and in exchange for the mutual promises herein contained pertaining to 9-1-1 service agree as follows:

1. That County held an election in the manner prescribed by law pertaining to the implementation of County wide 9-1-1 service and that at such election a majority of those persons voting, voted in favor of such proposition which included the establishment of a maximum County wide tax of 18% of the basic phone rate to pay for the cost thereof.

2. That prior to such election City had already established 9-1-1 service within its corporate limits.

3. That as a result of such County wide election County shall implement one county wide 9-1-1 system throughout Franklin County, Missouri, thereby integrating City's 9-1-1 service into County's 9-1-1 plan.

4. That as a result thereof County shall pay and assume full responsibility for City's recurring monthly charges for 9-1-1 service and shall also assume full responsibility for the operation and maintenance of the 9-1-1 system within City's corporate limits.

5. That as the County wide 9-1-1 system shall be a secondary PSAP dispatch service with a sufficient number of back-ups, City of Washington shall provide dispatching for emergency services within City's corporate limits.

6. City acknowledges and states, that at the time 9-1-1 service was established by City, capital cost thereof was paid for by a capital improvement sales tax at an original cost of \$58,445.00. City hereby agrees to transfer and convey to County all its interest in such equipment for the sum of \$44,849.00.

7m

7. City further acknowledges that County has been paying the recurring monthly charges as of January, 1983, which is the effective date of the County-wide 9-1-1 surtax, and therefore, County is not obligated to reimburse City for any recurring charges incurred since the effective date of the County wide 9-1-1 surtax.

8. City of Washington further agrees to defer payment, as provided for in Section 08. above, until October 1, 1984 and payments will be made as follows:

1. \$11,164.95 due October 1, 1984
2. \$11,164.95 due January 1, 1985
3. \$11,164.95 due April 1, 1985
4. \$11,164.95 due July 1, 1985

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

CITY OF WASHINGTON

FRANKLIN COUNTY

BY: Joseph Mount Mayor

BY: Howard P. Fennell
Presiding Commissioner

ATTEST: Dolores Christensen
City Clerk

ATTEST: Law Herbert
County Clerk

Approved: John M. Whelan
County Auditor

7m

FRANKLIN COUNTY

COMMISSION



TIM BRINKER
Presiding Commissioner

TODD BOLAND
1st District Commissioner

DAVE HINSON
2nd District Commissioner

November 17, 2022

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

RE: 911 Service to Municipal PSAPS

As a follow-up to our conversations, the County of Franklin sees three options for going forward with 911 Service to your cities.

1) Option 1 - Continue to operate as is with the Cities picking up the costs. The attached spreadsheet shows the costs to the Cities for the upgrades that will be required. For example, if everything stays as is the estimated annual costs will be as follows:

Year 1

a. City of Pacific	\$157,644.44
b. City of Sullivan	\$162,019.28
c. City of Washington	\$199,472.10

Year 2

a. City of Pacific	\$28,512.30
b. City of Sullivan	\$32,857.14
c. City of Washington	\$33,450.62

Switch to Fiber:

Year 1

a. City of Pacific	\$169,762.61
b. City of Sullivan	\$150,839.83
c. City of Washington	\$213,432.27



Year 2

a. City of Pacific	\$23,119.38
b. City of Sullivan	\$17,307.42
c. City of Washington	\$29,929.70

Keep in mind that these are the best estimates at this point in time and are subject to change. Nevertheless, they should provide you with some idea of the costs.

2) Option 2 - Move all dispatching personnel to Franklin County's new dispatch center. Although physically housed at Franklin County they would be employees of your respective cities, supervised by your employees, and could continue to operate in the same manner as currently operating but in a different location. There may be some costs of equipment to make sure that Franklin County provided equipment is compatible with the cities' equipment.

3) Option 3 - Obtain your own phone lines and equipment so that all 911 calls in your cities are routed directly to you. It is unknown what that cost may be.

Since Franklin County has terminated your contracts effective December 31 you will need to decide as to which option you intend to pursue in the near future.

Sincerely,

Tim Brinker, Presiding Commissioner

Todd Boland, First District Commissioner

Dave Hinson, Second District Commissioner

TM

FRANKLIN COUNTY

COUNTY COMMISSION



400 EAST LOCUST STREET
ROOM 206
UNION MISSOURI 63084
COMMISSION: (636) 583-6358
FAX: (636) 583-6399
www.franklinmo.org

August 1, 2020

Invoice: 455.085w1

TIM BRINKER
Presiding Commissioner
of the County Commission

Bill to:

Pay to:

TODD BOLAND
Commissioner 1st District

Washington Communications
Attn: Lisa Moffit
301 Jefferson Street
Washington, MO 63090

Franklin County Clerk
Attn: Christa Buchanan
400 East Locust Street
Room 201
Union, MO 63084

DAVE HINSON
Commissioner 2nd District

Franklin County hosts the 911 system for your primary 911 public safety answering point (PSAP) and is invoicing your PSAP for those charges. They have been outlined based on percentage of circuits dedicated to your operation and the actual costs of those services.

The charges are outlined as follows:

ATT Circuits to ATT and Carriers:	\$24,844.30
Point to Point Circuit to Franklin County Core: Circuit ID: 46.DHXS.500010	\$7,329.60
Fidelity Circuit to Franklin County:	\$0.00
Total:	\$32,173.90

Payment Due by October 1, 2020

1m



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 04, 2022
Contract/Agreements

IN THE MATTER OF TERMINATING THE AGREEMENTS WITH THE CITIES OF PACIFIC, SULLIVAN, AND WASHINGTON, MISSOURI

WHEREAS, the question of whether or not to establish an emergency telephone service and impose a telephone tax to finance such service was submitted to the voters of Franklin County on November 3, 1992, and a majority of the votes cast on the proposal were in favor thereof, thereby imposing an emergency telephone tax, in an amount not to exceed 15% of the tariffed local service rate as defined in Section 190.300, RSMo., for emergency 9-1-1 telephone service; and

WHEREAS, because of such county wide election the Franklin County Commission adopted a Commission Order on November 19, 1992, in the matter of authorization of Franklin County 911 collection of tax contracts; and

WHEREAS, Franklin County implemented one county wide 9-1-1 system throughout Franklin County, thereby integrating the City of Pacific, the City of Sullivan, and the City of Washington, Missouri ("Cities") 911 services into Franklin County's 9-1-1 plan; and

WHEREAS, in the year 1993, the Franklin County Commission entered into Agreements with the Cities resulting in Franklin County paying and assuming full responsibility for Cities' recurring monthly charges, assuming service supplier contracts responsibilities from Cities for 911 service and assuming full responsibility for the equipment, operation, and maintenance of the 911 system within the Cities' corporate limits; and

WHEREAS, having multiple 911 answering points introduces delay in the ability to provide some services as well as additional costs and undue burden on the taxpayers of Franklin County, Missouri; and

WHEREAS, the Franklin County Commission finds it prudent to provide said services for the purpose of promoting the public safety, health and general welfare and to protect life and property of the citizens of Franklin County, Missouri, and combine the operations of the 911 system within Franklin County including the Cities, to continue to provide said services to the Cities and provide access to said services in the combined operations of the 911 system at the Franklin County 911 Communications Center, allowing the Cities to become a part of that combined operation; and

WHEREAS, the Franklin County Commission has determined there is a need for additional funding to operate the 911 System and that it can no longer subsidize the 911 answering points in the Cities by paying and assuming full responsibility for Cities' recurring monthly charges, assuming service suppliers contracts responsibilities from Cities for 911 service and assuming full responsibility for the equipment, operation, and maintenance of the 911 system within the Cities' corporate limits; and

7m

WHEREAS, the Agreements with the Cities are for an indefinite period, and may therefore be terminated at will by either party.

IT IS THEREFORE ORDERED by the Commission of the County of Franklin, Missouri that the Agreements between the County of Franklin, Missouri and the Cities of Pacific, Sullivan, and Washington, Missouri are hereby terminated effective December 31, 2022.

IT IS FURTHER ORDERED that Second District Commissioner, Dave Hinson; Emergency Management Director, Abe Cook; and 911 Communications Director, Jeff Titter, are hereby appointed as a committee to meet with representatives of the Cities of Pacific, Sullivan, and Washington, Missouri to either negotiate new agreements with each city or alternatively plan for an orderly transition of services from the County of Franklin, Missouri to the Cities.

IT IS FURTHER ORDERED that a copy of this Order be provided to Tim Baker, County Clerk; Abe Cook, Emergency Management Director; Jeff Titter, 911 Communications Director; and to the City Administrators of the Cities of Pacific, Sullivan, and Washington, Missouri.



Presiding Commissioner



Commissioner of 1st District

Commissioner of 2nd District

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AMENDMENT TO THE FINAL PLAT OF THE MEADOWS AT KOCH FARM, PLAT 2 IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the amendment to the final plat of The Meadows at Koch Farm, Plat 2 in the City of Washington, Franklin County, Missouri, has been submitted to the City of Washington for approval and shown as Exhibit A.

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

SECTION 1: The amendment to the final plat of The Meadows at Koch Farm, Plat 2 in the City of Washington, Missouri, is hereby approved and the same is ordered recorded with the Franklin County, Missouri, Recorder of Deeds.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

THE MEADOW AT KOCH FARM PLAT 2

BEING A RESUBDIVISION OF LOTS 19, 21, 23, 24 & 28 OF
THE MEADOW AT KOCH FARM, PART U.S. SURVEY 1912 &
PART NE FRACTIONAL 1/4 SECTION 35, ALL IN T44N,
R1W OF THE 5TH P.M., IN THE CITY OF WASHINGTON,
FRANKLIN COUNTY, MO



SCALE 1" = 30'
 -●- EXISTING HIGH ROAD
 -○- EXISTING LOW ROAD AT LOT CORNERS
 U.C. = UTILITY CASING
 S.D.L. = STORM DRAINAGE EASEMENT
 SF = SQUARE FEET
 METEASUREMENTS IN PARENT INSTRUMENTS
 DEDD REFERENCE DOC #3221448
 & DOC #3215883
 BEARINGS BASED ON MISSOURI STATE PLANE
 COORDINATE SYSTEM EAST ZONE (GND NORTH)
 ANGLES ARE COMMONLY ADJUSTED

NOTES:

Schedule B of a current title report has not been furnished to the land surveyor by the client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.
 Fence line measurements are not necessarily to be shown.
 Line stakes will not be provided unless specifically requested.
 Furthermore, without a current title report, the land surveyor makes no guarantee the owners of shown property are correct.
 Anything not under their surface is not within the
 Convenience by deed grant (title) restoration of joint to change ownership.
 The land surveyor makes no guarantee that access to the shown easement interest has been granted, identified, or restored.

CERTIFICATES:

I, the undersigned Member of Northern Star Homes, LLC, owner of the tracts of land shown herein have caused the same to be surveyed and re-surveyed into lots in the manner shown herein and the subdivision shall be known as "THE MEADOW AT KOCH FARM PLAT 2".
 The existing lot lines and adjoining setbacks and utility easements are part of the Meadow at Koch Farm as recorded in Document No. 2215333 in the Office of the Franklin County Recorder of Deeds and hereby removed and/or restored as shown herein.
 The setback lines are established as shown herein.

The utility easements shown on the plat are hereby granted to the City of Washington, Southwestern Bell Telephone Company, Union Electric Company, Waste Energy and other successors and assigns for installation and maintenance of public utilities. The utility easements shown herein are also hereby dedicated for the construction and maintenance of sewer service leading from the sanitary sewer main to the lot to which it serves.

The owner of KOCH No. within this subdivision shall maintain the storm water management system serving this subdivision unless the storm water management system has been accepted for maintenance by the City of Washington, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the storm water management system.

The existing right-of-way of the City Court and Road No. 28 as shown herein is hereby leased to the owner of each parcel herein. I hereby declare that the City Court and Road No. 28 as shown herein is the City of Washington, MO for public use herein. The lots are subject to restrictions of record, as now read, or may be subsequently recorded as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022

NORTHERN STAR HOMES, LLC

By: _____
 Vice President, Member

STATE OF MISSOURI
 COUNTY OF FRANKLIN

On this _____ day of _____ before me personally appeared _____ Member of Northern Star Homes, LLC, known to me to be the person who executed the within subdivision in behalf of said limited liability company, and acknowledged to me that he executed the same for the purposes therein stated and acknowledged that he executed the same as his free will and legal act.

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

My term expires _____

Notary Public

I, Doug Frankman, Collector of Revenue for Franklin County, Missouri first being duly sworn appear and say that I am familiar with the land belonging to Northern Star Homes, LLC and subdivided in "THE MEADOW AT KOCH FARM PLAT 2" and further state that there are no delinquent tax assessments on the aforesaid land due Franklin County.

Doug Frankman
 Collector of Revenue
 Franklin County, MO

I, Shari Madson, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "THE MEADOW AT KOCH FARM PLAT 2" was approved by the City Council of Washington, Missouri, by Ordinance No. _____

passed and approved the _____ of _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal of the City of Washington, Missouri, this _____ day of _____

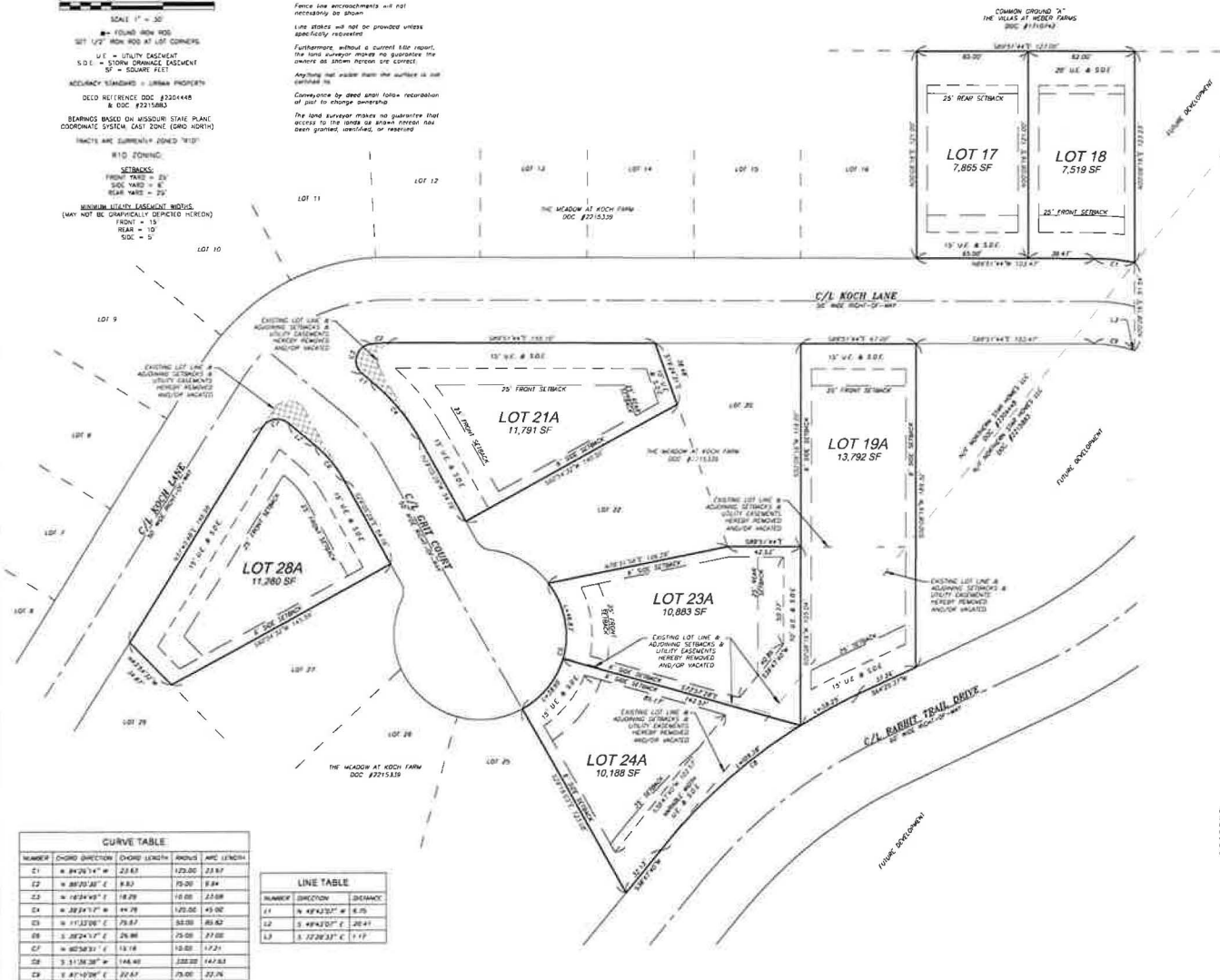
Shari Madson
 City Clerk, Washington, MO

I, Corinne Luskert, hereby certify to the Notary that the survey was completed under my direct supervision, and to the best of my knowledge, information and professional judgment the results shown herein are correct and are made in compliance with the current standards for property boundary surveys of the Missouri Dept. of Natural Resources and Professional Regulation (20-CMR-2030-18.0) as set forth therein.

TO BE RECORDED BEFORE
 THE CREEK AT KOCH FARM

CURVE TABLE				
NUMBER	CHORD DIRECTION	CHORD LENGTH	ARC LENGTH	ARC LENGTH
C1	N 84°26'14" E	23.63	123.00	23.87
C2	N 88°20'38" E	8.82	75.00	8.94
C3	N 102°34'49" E	18.29	110.00	22.88
C4	N 28°34'17" E	144.78	1,021.00	45.90
C5	N 17°32'06" E	79.87	33.00	38.42
C6	S 28°24'17" E	26.98	75.00	27.00
C7	N 80°58'37" E	13.18	10.00	13.21
C8	S 51°08'38" E	146.40	1,000.00	147.83
C9	S 47°49'08" E	22.87	75.00	23.76

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 84°26'14" E	18.78
L2	S 85°42'07" E	28.41
L3	S 22°28'37" E	1.17



		THE MEADOW AT KOCH FARM PLAT 2 BEING A RESUBDIVISION OF LOTS 19, 21, 23, 24 & 28 OF THE MEADOW AT KOCH FARM, PART U.S. SURVEY 1912 & PART NE FRL. 1/4 SEC. 35, ALL IN T44N, R1W OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MO
		SCALE: 1"=30' DATE: 12-29-2022 SHEET: 1 OF 1

8a



December 13, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Meadows at Koch Farms and The Creek at Koch Farms

In your packet for approval is an ordinance approving an amendment to the existing final plat for The Meadows at Koch Farms. This subdivision was designed and approved prior to the property the east being purchased by the same developer. They have proposed some minor amendments to the plat to better connect the two subdivisions. The changes include a minor adjustment to the intersection of Koch Lane and Grit Lane as well as the removal of common ground now that there is a connection to the property to the east.

Also in your packet for approval is a Final Plat for the first phase of The Creek at Koch Farms. A performance agreement is attached requiring the developer to complete the improvements as required.

Both plats have been reviewed by staff and are recommended for approval. They help us achieve a goal in our compressive plan of extending Rabbit Trail to Bieker Road.

Feel free to reach out with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Sal Maniaci".

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE CREEK AT KOCH FARM IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of The Creek at Koch Farm in the City of Washington, Franklin County, Missouri, has been submitted to the City for approval; and

WHEREAS, the City Council granted preliminary plat approval of this subdivision on October 17, 2022; and

WHEREAS, the City Clerk and City Engineer have certified that the required improvements have not been completed however, a Performance Contract is attached hereto and marked as Exhibit A to see that they shall be completed per the City Code.

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

SECTION 1: The final plat of The Creek at Koch Farm in the City of Washington, Missouri, is hereby approved and the same is ordered recorded with the Franklin County, Missouri, Recorder of Deeds.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

PERFORMANCE CONTRACT

Whereas, the Code of the City of Washington, Missouri provides in Section 410.035(G)(5) that all minimum improvements shall be installed and approved in a subdivision before the final plat of the subdivision is submitted to the City of Washington, Missouri, unless written approval is given by the City Council to complete said improvements as the subdivision is developed; and

Whereas, pursuant to Section 410.035(G)(5), in lieu of the completion of the minimum improvements previous to the final approval of a plat, the City Council shall accept, at the option of the developer, an escrow secured with cash or an irrevocable letter of credit deposited with the City, or the City may accept a surety bond and such bond shall be in an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the minimum improvements; and

Whereas, the undersigned owner has requested the City Council of the City of Washington, Missouri, to grant final plat approval of "The Creek at Koch Farm", even though all minimum improvements have not been installed and approved; and

Whereas, the City Engineer has determined that the amount of Twenty Nine Thousand Four Hundred and Eighty Five Dollars(\$29,485.00) is equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed.

Now, Therefore, in consideration of the acceptance and final plat approval by the City Council of the City of Washington, Missouri, of the "The Creek at Koch Farm", and in accordance with Section 410.035(G)(5) of the Code of the City of Washington, Missouri, the undersigned hereby agrees to furnish the City of Washington, Missouri, at the undersigned's option, an irrevocable letter of credit or an escrow secured with cash, in the amount of Twenty Nine Thousand Four Hundred and Eighty Five Dollars(\$29,485.00) equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed, as determined by the City Engineer. The City of Washington, Missouri may accept, in lieu of an irrevocable letter of credit or an escrow secured with cash, a surety bond with surety in an amount and with surety and other reasonable conditions, providing for and securing

the actual construction and installation of the improvements and utilities shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer.

It is further understood and agreed the undersigned shall complete construction and installation of the improvements and shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer within twenty four (24) months of the date hereof.

It is further understood and agreed to that no utility service connections or occupancy permits shall be issued to the owner, or to any other person, firm, corporation, association or partnership, for any structure, unless and until all utilities and improvements have been constructed, erected and installed in said structure and upon lots on which said structure is situated in accordance with the Subdivision Improvement Plans.

It is hereby further understood and agreed that no occupancy permit shall be issued to the owner or any other person, firm, corporation, association or partnership for any structure on any street that is not completed in front of or adjacent to such lots upon which such structure is situated.

Dated this ____ day of _____, 20__.

Owner/Subdivider/Divider/Applicant

Name and Title

Company Name

City of Washington, Missouri

Mayor

Seal:

Attest:

City Clerk

THE CREEK AT KOCH FARM

PART U.S. SURVEY 1912 & PART NE FRACTIONAL 1/4 SECTION 35, ALL IN T44N, R1W OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO

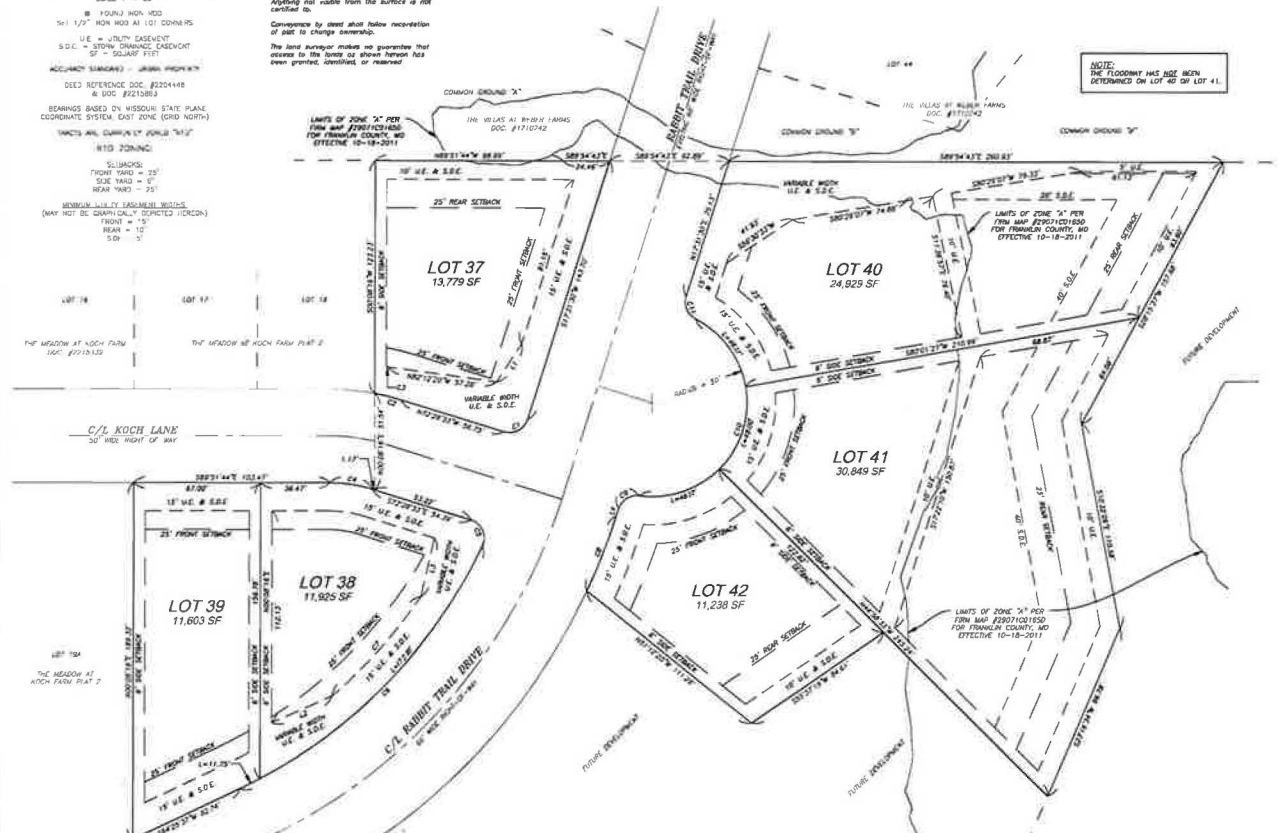


SCALE 1" = 30'

B 1/2" x 1/2" INCH ROD
 S1 1/2" NON-ROD AL LOI CONNORS
 U.E. = UTILITY EASEMENT
 S.D.C. = STORM DRAINAGE EASEMENT
 SF = SQUARE FEET
 ACEQUACY STANDARDS - JUNE 1998 HIGHWAY
 DEED REFERENCE DOC. #2201448 & DOC. #2212863
 BEARINGS BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM EAST ZONE (GRID NORTH)
 VERTICAL CURVATURE ADJUSTED TO 2" INTO ZONING
 SLOPES:
 FRONT YARD = 2%
 SIDE YARD = 2%
 REAR YARD = 2%
 MINIMUM UTILITY FACILITY DEPTHS (MAY NOT BE QUANTITATIVELY CORRECTED SECTION)
 FRONT = 12"
 REAR = 12"
 SID = 3"

NOTES:
 Schedule B of a current site report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.
 Fence line encroachments will not necessarily be shown.
 Line corners will not be provided unless specifically requested.
 Furthermore, without a current site report, the land surveyor makes no guarantee the corners of shown herein are correct.
 Anything not visible from the surface is not indicated.
 Conveyance by deed shall have no effect if not in compliance with the provisions of the deed.
 The land surveyor makes no guarantee that access to the land of shown herein has been granted, identified, or reserved.

NOTE:
 THE ZONING HAS BEEN DETERMINED ON LOT #0 OF LOT #1.



NUMBER	CHORD BEARING	CHORD LENGTH	ARC LENGTH	ARC LENGTH
C1	S 82°31'28" E	14.94	12.00	15.71
C2	N 10°44'38" W	14.25	125.50	14.24
C3	N 72°24'36" E	1.33	140.00	1.33
C4	S 41°19'38" E	22.61	75.00	22.78
C5	S 22°30'22" E	13.08	10.00	17.06
C6	S 44°30'38" W	180.89	276.00	184.34
C7	S 41°45'38" E	88.81	253.00	30.13
C8	N 21°14'20" E	42.78	320.00	42.79
C9	N 57°42'38" E	12.81	10.00	14.03
C10	N 12°21'38" E	88.80	300.00	140.33
C11	N 22°40'43" E	12.81	10.00	14.03

NUMBER	DIRECTION	DISTANCE
L1	S 37°30'05" W	24.09
L2	S 45°58'33" W	28.09
L3	S 12°54'10" W	31.94
L4	N 17°31'30" E	4.10

CERTIFICATES:

I, the undersigned Member of Northern Star Homes, LLC, owner of the tracts of land shown herein have caused the same to be surveyed and subdivided into lots in the manner shown herein. Said subdivision shall be known as "THE CREEK AT KOCH FARM". The parcel lines are established as shown herein.

The utility easements shown on this plat are hereby granted to the City of Washington, Southwestern Bell Telephone Company, Union Electric Company, State Energy and their successors and assigns for installation and maintenance of public utilities. The utility easements shown herein are not hereby dedicated for the restriction and maintenance of sewer service leading from any sanitary sewer main to the lot to which it serves.

The owner of each lot within the subdivision shall maintain the storm water management system serving that subdivision unless the storm water management system has been accepted for maintenance by the City of Washington, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the storm water management system.

I hereby dedicate Koch Lane and Rabbit Trail Drive as shown herein to the City of Washington, MO for public use forever. The lots are subject to restrictions of record as now said, or may be subsequently recorded or amended.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2022.

NORTHSTAR STAR HOMES, LLC

By: _____
 My Notary Public, Member

STATE OF MISSOURI
 COUNTY OF FRANKLIN

Do hereby certify that I, _____, before me personally appeared the undersigned, Member of Northern Star Homes, LLC, known to me to be the person who executed the entire subdivision as shown on said subdivision and acknowledged that he executed the same as his free will and deed.

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.

My term expires _____
 Notary Public

I, Doug Treisman, Collector of Revenue for Franklin County, Missouri, first being duly sworn, depose and say that I am familiar with the land being surveyed for Northern Star Homes, LLC and subdivided as "THE CREEK AT KOCH FARM" and further state that there are no delinquent tax statements on the aforesaid land shown said Franklin County.

Doug Treisman
 Collector of Revenue
 Franklin County, MO

I, Shari Kibbing, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "THE CREEK AT KOCH FARM" was approved by the City Council of Washington, Missouri, by Ordinance No. _____

passed and approved the _____ of _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of the City of Washington, Missouri, this _____ day of _____

Shari Kibbing
 City Clerk, Washington, MO

I, Connor Laska, hereby certify to Mr. Westerman that this survey was completed under my direct supervision, and to the best of my knowledge and belief, the same is correct and in compliance with the current standards for properly conducted surveys of the Missouri Dept. of Revenue, Financial Institutions and Professional Regulation (DOR-FIPR-18-02) as set forth therein.

TO BE RECORDED AFTER
 THE MEADOW AT KOCH FARM PLAT 2

THE CREEK AT KOCH FARM

PART U.S. SURVEY 1912 & PART NE FRA. 1/4 SECTION 35, ALL IN T44N, R1W OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MO



WBE
WUNDERLICH
 SURVEYING & ENGINEERING INC.
 812 EAST BERRY STREET UNION, MO 63084
 (636) 251-1920
 P.L.S. for Missouri Surveying & Engineering, Inc.
 MISSOURI STATE BOARD OF SURVEYORS
 LAND SURVEYING 000753

SCALE: 1"=30'	SHEET
DATE: 7/20	1 OF 1
DATE: 12-29-2022	
DATE: _____	
DATE: _____	
DATE: _____	

86



December 13, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Meadows at Koch Farms and The Creek at Koch Farms

In your packet for approval is an ordinance approving an amendment to the existing final plat for The Meadows at Koch Farms. This subdivision was designed and approved prior to the property the east being purchased by the same developer. They have proposed some minor amendments to the plat to better connect the two subdivisions. The changes include a minor adjustment to the intersection of Koch Lane and Grit Lane as well as the removal of common ground now that there is a connection to the property to the east.

Also in your packet for approval is a Final Plat for the first phase of The Creek at Koch Farms. A performance agreement is attached requiring the developer to complete the improvements as required.

Both plats have been reviewed by staff and are recommended for approval. They help us achieve a goal in our compressive plan of extending Rabbit Trail to Bieker Road.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

LANDFILL: (Struckhoff Sanitary Landfill, LLC)

Hours:

Monday thru Friday 7:00 am to 4:00 pm

Saturday 7:00 am to 12:00 pm

Holidays Observed – See Holiday Schedule on Website

Location: 925 Struckhoff Ln, Washington MO 63090

(Two miles from Highway 100 on Bluff Rd)

Residential & Commercial Rates: (Effective 3/22/21)

Available to in-town and out-of-town customers

Minimum fee:

Up to & including 1-ton \$30.00 flat fee

Twenty (20) cubic yard roll-off container \$320.00 each

Thirty (30) cubic yard roll-off container \$400.00 each

Forty (40) cubic yard roll-off container \$480.00 each

All waste over 1-ton, including first ton: \$80.00 per ton -- includes \$12.50 per ton surcharge to be used for recycling services.

If scale is inoperable:

Automobiles, vans, pickups \$30.00/per vehicle

All other vehicles except packer trucks (estimated cubic yardage if visible) 100% capacity at \$35.00 per cu. yd.

Packer Trucks (full or partially full) \$800.00/per load

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL:

Municipal Solid Waste, Bulky Waste, Demolition and Construction Waste, Waste Tires (only if shredded), Wood Waste, Small Dead Animals, Roofing Shingles, Soil, Rock, Concrete, or Related Inert Solids Relatively Insoluble in Water.

TYPES OF WASTE NOT ACCEPTABLE FOR DISPOSAL:

Regulate Hazardous Waste, Radioactive Materials, Polychlorinated Biphenyl's (PCB's), Bulk Liquids, Highly Flammable or Volatile Substances, Septic Tank Pumping's, Major Appliances, Waste Oil, Lead-Acid Batteries, Computer Equipment, Waste Tires as Provided by 10 CSR 80-8, Yard Waste, Explosives and Regulated and Infectious Waste, Asbestos Shingles-(Special Waste Disposal Permit Required).

CHRISTMAS TREES

Christmas tree drop off can be done at the Compost / Recycle Center during normal business hours. A special collection for trees throughout town will be on Tuesday January 3, 2023 (due to Holiday observed on 1/2/23). Trees must be placed curbside by 5:00 am. If you miss the January 3rd Tree Collection, we will pick up trees on your normal scheduled Leaf/Limb Ward pickup. Please remove the stands, lights & ornaments.

RESIDENTIAL REFUSE/RECYCLE COLLECTION SCHEDULE:

Monday – Area 1:

- East of and including Penn Street to East City Limits, north of and including Ninth Street to the River.
- East of and including International Avenue and East of and including Hara Lane to the East City Limits.

Tuesday – Area 2:

- South of Ninth Street and from Hwy 47 to Hwy 100.
- South of Jefferson Street & Eighth Street Intersection (including both sides of Jefferson Street & both sides of Hwy A) and East to Hara Lane & South of Hwy 100.

Wednesday – Area 3:

- North of and including Ninth Street from Jefferson Street to Penn Street.
- South of Ninth Street, North of Hwy 100 between Hwy 47 and International Avenue.

Thursday – Area 4:

- North of Fifth Street (except Windy Hills) & west of Jefferson Street to West City Limits, Meadowlake Farm Subdivision & S. Old Pottery Rd

Friday – Area 5:

- Windy Hills Subdivision.
- South of and including Fifth Street, West of Jefferson Street to West City Limits.

LEAF / LIMB PICKUP: AVAILABLE TO CITY RESIDENTS

With the exception of holiday weeks, the following curbside collection will be performed on **Mondays** as follows:

Ward #1 = First Monday of the Month - Ward #2 = Second Monday of the Month - Ward #3 = Third Monday of the Month - Ward #4 = Fourth Monday of the Month

REQUIREMENTS:

1. All leaves/limbs must be placed at the curb or at your normal trash collection point by 5:00 am on the scheduled curbside collection day or set out the night before.
2. Tree Trimmings must be no more than 6" in diameter and 4' in length, and in an amount not to exceed one 4' long x 2' high x 2' wide bundle. Bundles must be bound with rope or twine, **No plastic or wire ties.**
3. **Leaves must be put in biodegradable "paper bags"** or in containers that can be picked up and dumped by one person. Bags can be purchased at local hardware stores.
4. **NO GRASS CLIPPINGS** picked up curbside. Clippings will need to be taken to the Recycle Center.
5. **LEAF VAC:** Late fall **when notice is given** leaves can be raked to the edge of your property, **NOT IN THE STREET. Do Not Park Cars Near the Piles of Leaves.**



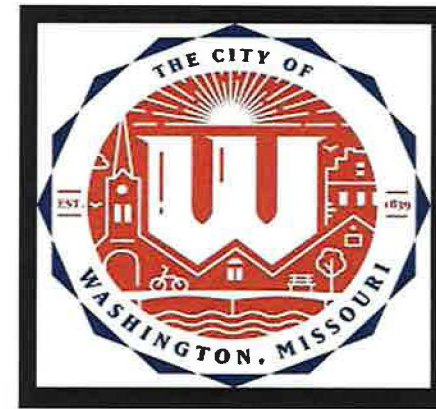
CITY OF WASHINGTON

Summary of Services & Requirements for:

Refuse/Recycle Collection
Leaf/Limb Pickup

Landfill

Compost/Recycle Center



For questions about Refuse/Recycle Collection, Leaf/Limb Pickup, Landfill, Compost/Recycle Center call the Public Works office at 636-390-1032 or visit the city website at www.washmo.gov, & follow us on Facebook.

To set up services for Water / Sewer / Refuse /Recycle call Utility Billing at 636-390-1045

January 2023

This brochure has been provided to summarize refuse/recycle collection, leaf/limb pickup, landfill & recycle center services and is meant to be used for informational purposes only. New ordinances, procedures, and schedules relating to this topic supersede this brochure

WASTE CONNECTIONS

RESIDENTIAL REFUSE COLLECTION

REQUIREMENTS: AVAILABLE TO CITY RESIDENTS ONLY

Please have all carts at the curb **by 6:00 a.m.** on your scheduled pick-up day. **DO NOT Park in the way of cans & leave space between the trash & recycle totes for pickup.**

BASIC SERVICE:

Trash 1 time per week. (Containers must be 35 gallon or less or bags and with a weight limit of 50 lbs., unless you have an approved Toter Style Container).

Recycling 2 times per month. (1st & 3rd Pick Up Day of the Month. Same Day as Your Normal Trash Pick Up.)

Trash and Recycling are collected separately on the same day. (No renovations, move outs or evictions).

Bulky items are picked up monthly (see info below). Or can be serviced for \$25.00 by Waste Connections Call **636-321-2100** to schedule and pay 24 hours in advance

ADDITIONAL CART RENTALS:

Please fit all trash in personal carts or secured bags (no loose trash). Recyclables must fit in recycling cart with the lid completely closed. Trash or additional Recycle Toters can be rented for \$3.00/month.

BILLING:

Basic service billing will be handled by the City and will continue to be included in your water + sewer + trash monthly utility bill. Any additional services will be billed directly by Waste Connections.

HOLIDAY SCHEDULE:

Waste Connections does Not operate on the following holidays;

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If a holiday occurs on or before your pick-up day, services will be delayed by one day for the remainder of the week.

BULKY ITEM COLLECTION (MONTHLY):

RESIDENTS SERVICED BY DUMPSTERS: Third week in April & Third week in October on the residences scheduled pickup day.

ALL OTHER RESIDENTS: Last scheduled collection date of each month. Each resident shall be allowed two (2) bulky items per month to be collected curbside.

Large items like **Swing Sets/Play Sets must be dismantled.**

Items NOT picked up but not limited to: Tires, Batteries, Auto Parts, Hazardous Materials, Oil, Paints, Demolition/Construction Waste, Renovations, Move Out's, Evictions, Railroad Ties, Large Concrete/Rocks, & Yard Waste.

WASTE CONNECTIONS

CURBSIDE RECYCLING: AVAILABLE TO CITY RESIDENTS ONLY

Recycling will be picked up on the 1st and 3rd pick up day of the month on the same day as your trash. Place Toter to the curb with metal arm facing the street, do not block.

All recycled materials must be CLEAN of food waste, DRY, and Free of Non-Recyclable materials! All materials must fit in the cart, so lid closes. NO PLASTIC BAGS, Film, Styrofoam, Yard Waste, Trash, etc!

YES PLEASE - Recycle ALL of These!



Paper



Flattened Cardboard



Plastic Bottles & Containers



Glass Bottles & Jars



Metal Food & Beverage Cans



Food & Beverage Cartons

NO THANKS - Please Keep These Items Out!



Food Waste



Plastic Bags & Film



Sharps & Needles



Styrofoam

Please call our Customer Care Center at 636-321-2100 or e-mail: wasteconnections@wasteconnections.com to schedule services or request more information. Waste Connections is proud to service the City of Washington. We look forward to providing you with exceptional care!

E-CYCLE EVENTS:

E-Cycle Flyers are on the city website washmo.gov & Facebook, (stating items collected & cost). Events held April 8, 2023 & October 14, 2023 at the Swine Pavilion, 11 Fairground St. If you need to dispose of electronics between our collections call 636-390-1032 for info. AVAILABLE TO ANYONE

LARGE APPLIANCE / SCRAP METAL DISPOSAL

Large appliances: Stoves, refrigerators, freezers, washers, dryers, water heaters, scrap metal, etc., will be accepted at the Recycling Center during normal hours of operation. All metals must be placed in the trailer. No fencing or barbed wire. AVAILABLE TO ANYONE

COMPOST/RECYCLING CENTER

Hours:

Tuesday, Wednesday, and Thursday 10:00 am to 6:00 pm
 Friday & Saturday 8:00 am to 4:00 pm
 Sunday & Monday CLOSED
 Holidays Observed – See Holiday Schedule on Website

Location: 400 Recycle Dr. Washington MO 63090

Recycle Center Items Accepted/Requirements:

1. PAPER: Office Paper, Junk Mail, Magazines, Newspaper (glossy inserts okay), Paper Egg Cartons
2. ****CORRUGATED CARDBOARD:** (Do Not put in Dumpster there is a separate location on site)
3. CONSUMER BOX "CHIPBOARD" (Cereal/Soda Boxes)
4. PLASTIC BOTTLES & CONTAINERS: (#1 - #7 on the bottom & caps can be left on)
5. GLASS – (Bottle & Jar glass only)
6. METAL FOOD & BEVERAGE CONTAINERS: (Steel & Aluminum)
7. FOOD & BEVERAGE CARTONS (Milk & Juice)

Deposit recyclables in the provided dumpsters.

****Corrugated Cardboard is in a separate area. All containers must be CLEAN/DRY and FREE FROM FOOD & LIQUIDS.** AVAILABLE TO ANYONE

YARD WASTE/COMPOST REQUIREMENTS:

AVAILABLE TO CITY RESIDENTS ONLY

1. Tree trimmings no more than 6" in diameter, no more than 6' in length, and are not required to be bound with rope or twine. Leaves can be in biodegradable bags or emptied from your container. No Cardboard or Plastic Bags.
2. No stumps or bushes with intact root balls will be accepted.
3. Commercial haulers depositing yard waste will be charged \$2.00 per cubic yard fee. A regular size pickup holds approximately 2 cubic yds.

COMPOST REMOVAL REQUIREMENTS

As conditions warrant, two (2) loads of compost are available to residents living in the 63090 zip code.

USED OIL COLLECTION

AVAILABLE TO ANYONE

Used motor oil accepted at the Compost/Recycling Center during normal hours of operation. **No mixed oil accepted.** Testing may be performed to verify its straight motor oil. There is a 5 gallon drop off limit unless authorized by the Street Superintendent. Residents will be required to sign the log in sheet. Oil must be in containers that are easily dumped and containers taken with you once emptied.

2023

CURBSIDE RECYCLING & BULK ITEM SCHEDULE

Holidays Observed (HD): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, & Christmas Day. If a holiday occurs on or before your pickup day, services will be delayed by one day for the remainder of the week (-)

January						
S	M	T	W	T	F	S
1 (HD)	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28 (HD)	29 (M)	30 (T)	31			

June						
S	M	T	W	T	F	S
				1 (W)	2 (TH)	3 (F)
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4 (HD)	5 (T)	6 (W)	7 (TH)	8 (F)
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4 (HD)	5 (M)	6 (T)	7 (W)	8 (TH)	9 (F)
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23 (HD)	24 (TH)	25 (F)
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 (HD)	26 (M)	27 (T)	28 (W)	29 (TH)	30 (F)
31						

RECYCLING PICKUP: SCHEDULED THE 1ST AND 3RD PICK UP DAY OF THE MONTH. SAME DAY AS YOUR NORMAL TRASH PICKUP.

BULKY ITEM PICKUP: LAST SCHEDULED COLLECTION DATE OF EACH MONTH (EACH RESIDENCE IS ALLOWED (2) BULKY ITEMS PER MONTH.

(M) = Monday

(T) = Tuesday

(W) = Wednesday

(TH) = Thursday

(F) = Friday

Landfill 2023 - Holiday Schedule

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jan 01 New Year's Day (observed Jan 02)

Jan 16 M L King Day

Feb 20 Presidents' Day

May 29 Memorial Day

June 19 Juneteenth

Jul 04 Independence Day

Sep 04 Labor Day

Nov 11 Veterans Day (observed Nov 10)

Nov 23 Thanksgiving Day (Open 24th - 25th)

Dec 24 Christmas Eve (observed Dec 22)

Dec 25 Christmas Day

Landfill: Closed All Day for Holiday

Recycle Center 2023 - Holiday Schedule

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jan 01 New Year's Day (observed Jan 02)

Jan 16 M L King Day

Feb 20 Presidents' Day

May 29 Memorial Day

June 19 Juneteenth

Jul 04 Independence Day

Sep 04 Labor Day

Nov 11 Veterans Day (observed Nov 10)

Nov 23 Thanksgiving Day

Nov 24 Day After Thanksgiving (Open 25th)

Dec 24 Christmas Eve (observed Dec 22)

Dec 25 Christmas Day

Recycle Center: Closed All Day for Holiday

Recycling

Recycling will be picked up on the 1st and 3rd pick up day of the month, on the same day as your trash pick-up day.

All recycled materials must be **CLEAN** and **DRY!** **NO PLASTIC BAGS!**

All materials must fit in the cart
EXTRA carts are available for rent

YES PLEASE - Recycle ALL of These!



Paper



Flattened
Cardboard



Plastic Bottles &
Containers



Glass Bottles &
Jars



Metal Food &
Beverage Cans



Food & Beverage
Cartons

NO THANKS - Please Keep These Items Out!



Food Waste



Plastic Bags &
Film



Sharps & Needles



Styrofoam

THANK YOU FOR YOUR PARTICIPATION!

Waste Connections of Missouri, Inc.

12581 State Hwy H

Richwoods, MO 63071

Customer Care: 636-321-2100

Website: wasteconnections.com

E-mail address:

wasteconnectionsmo@wasteconnections.com



WASTE CONNECTIONS
Connect with the Future



WASTE CONNECTIONS, INC.

We look forward to another year of being Washington's waste service provider!

PLEASE SEE INSIDE FOR INFORMATION REGARDING SERVICE, HOLIDAYS, RECYCLING, AND MORE.

ENG  GE

Please have all carts AT the curb by 6:00 a.m. of your scheduled pick-up day.

Please DON'T Park in way of cans



BASIC SERVICE

Trash 1 time per week.

Recycling is the 1st and 3rd week of every month.

Trash and Recycling will be collected separately on the same day.

Bulky items can be serviced for \$25.00. Please call to schedule and pay 24 hours in advance

Your pick-up days will remain the same

ADDITIONAL CART RENTALS

Please fit all trash in personal carts or secured bags. Recyclables must fit in recycling cart with the lid completely closed. Additional carts can be rented for trash and/or recycling for \$3.00/month.



Please call our Customer Care Center at 636-321-2100 or e-mail us at wasteconnectionsno@wasteconnections.com to schedule services or request more information

HOLIDAY SCHEDULE

Waste Connections does not operate on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If a holiday occurs on or before your pick-up day, services will be delayed by one day for the remainder of the week. *If a holiday falls on the weekend it will not impact the schedule.*

Waste Connections is proud to service the City of Washington. We look forward to providing you with exceptional care!