

**COUNCIL WORKSHOP MEETING
MONDAY, JULY 1, 2024 – 6:00 P.M.
COUNCIL CHAMBER
405 JEFFERSON STREET
WASHINGTON, MO**

INTRODUCTORY ITEMS:

Roll call/Pledge of Allegiance

ACTION:

1. APPROVAL OF MINUTES:

Approval of the June 3, 2024, Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

A. Commercial Inspector

Discussion

3. REPORT OF DEPARTMENT HEADS:

A. Parks Department -

a. Community Assistance Program Agreement – Lions Lake

Discuss-Send to Council

4. EXECUTIVE SESSION:

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

ROLL CALL VOTE

5. ADJOURNMENT:

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
MONDAY, JUNE 3, 2024**

The Council Workshop Meeting was held on Monday, June 3, 2024, at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor 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 Administrator | Darren Lamb |
| | City Clerk | Sherri Klekamp |
| | Human Resources Manager | Shauna Pfitzinger |
| | Library Director | Nelson Appell |
| | Water/Wastewater Superintendent | Kevin Quaethem |
| | Street Superintendent | Tony Bonastia |
| | City Planner/GIS Specialist | Sarah Skeen |
| | City Engineer | Charles Stankovic |
| | Parks Director | Wayne Dunker |
| | Emergency Management Director | Justin Frankenberg |
| | Fire Chief | Tim Frankenberg |
| | Police Chief | Jim Armstrong |

Approval of Minutes

A motion to approve the minutes from the May 6, 2024, Workshop meeting as presented made by Behr seconded by Patke, passed without dissent.

Report of Department Heads

A. Administration Department –

a. Levy Scooters

May 9, 2024

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

Re: E-Scooter Request

Dear Mayor and City Council Members:

For your consideration, this letter, with the attached proposal from Jesse Turner is a summary of the Traffic Committee's conversation on the topic.

June 3, 2024

On May 3, 2024 the Traffic Committee was briefed by Jesse Turner in reference to his request to enter into an agreement with the City to provide E-Scooters under similar conditions to our previous arrangement with Lime. Mr. Turner indicated that his goal would be to provide several pick/drop off locations in the downtown area along with the city park. Mr. Turner informed the committee that the scooters, which are made by Levy Electric include a required application for checkout that also requires riders to bring the scooters back to specific locations prior to ending a ride. The committee discussed the details of the safeguards and agreements that were previously in place between the City and Lime during their contract to ensure that Mr. Turner was able to accommodate all of the same criteria. Below is a summary of those items:

- 1. Scooters not to operate between 10pm and 5am.*
- 2. Scooters not allowed in festival districts. This was accomplished using the scooters GPS and geofencing features.*
- 3. Photo ID required to start a ride to ensure valid driver's license.*
- 4. No scooters allowed South of Mo 100. Also no operation along 5th Street. Scooters can operate across 5th Street.*
- 5. Reduced speed of 10mph on park trail systems.*
- 6. Insurance- Mr. Turner indicated that the scooters carry liability coverages of 2 million per incident and 4 million aggregate. Turner indicated that he could have the city named as an additional insured on the policy just as Lime had.*
- 7. Profit Sharing- Mr. Turner agreed to the same cost sharing agreement that Lime had which was 5 cents per trip or a minimum of \$200 monthly. He had also discussed interest on his part in installing charging infrastructure at the pickup and drop off locations. He proposed that the equipment would be installed at his cost and that he would pay for the electric. Under that scenario, Turner indicated that he would be willing to share an additional 10% with the city on top of the share mentioned above.*
- 8. Property Damage- The group discussed past property damage issues involving rental scooters and noted that towards the end of the contract with Lime a fund had been created to recoup some of the city's losses for man hours, etc. in the cleaning up graffiti caused by tire marks. As a remedy to that concern, Mr. Turner indicated that he would be willing to take responsibility for cleanup of that type of property damage.*

The majority of the committee members were neutral on the concept that Mr. Turner had proposed, however ultimately an unopposed vote was made to send the item to City Council for review providing that all of the above criteria are met as part of a potential new MOU.

Thank you for your consideration.

Respectfully submitted,

Sgt. Michael Grissom #299

Washington Police Department

Applicant Jesse Turner was not present. No discussion.

Miscellaneous

**Water/Wastewater Kevin Quaethem discussed the Payment Request for the South Point Sewer Repair, Union Pacific Railroad collapsed sewer line and the Brookview Project.*

**Street Superintendent discussed the ditch at Fischer's Bulk Plant.*

**Police Chief Jim Armstrong discussed out of date temporary tags, derelict vehicles and Flock Cameras.*

June 3, 2024

*Parks Director Wayne Dunker discussed Ronsick Field fans and lights.

Executive Session

Public vote on whether or not to hold a closed meeting to discuss personnel, legal or real estate matters pursuant to Section 610.021 RSMo (2000) passed on 6:19 p.m. on the following roll call vote; Behr-aye, Briggs-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye.

The regular session reconvened at 6:37 p.m.

Adjournment

With no further business to discuss, a motion to adjourn made at 6:37 p.m. by Patke seconded by Behr passed without dissent.

June 3, 2024



CITY OF WASHINGTON, MISSOURI

Commercial Inspections and Pre-
Planning

COMMERCIAL INSPECTOR NEED



Safety of firefighters and general public

Assist business owners

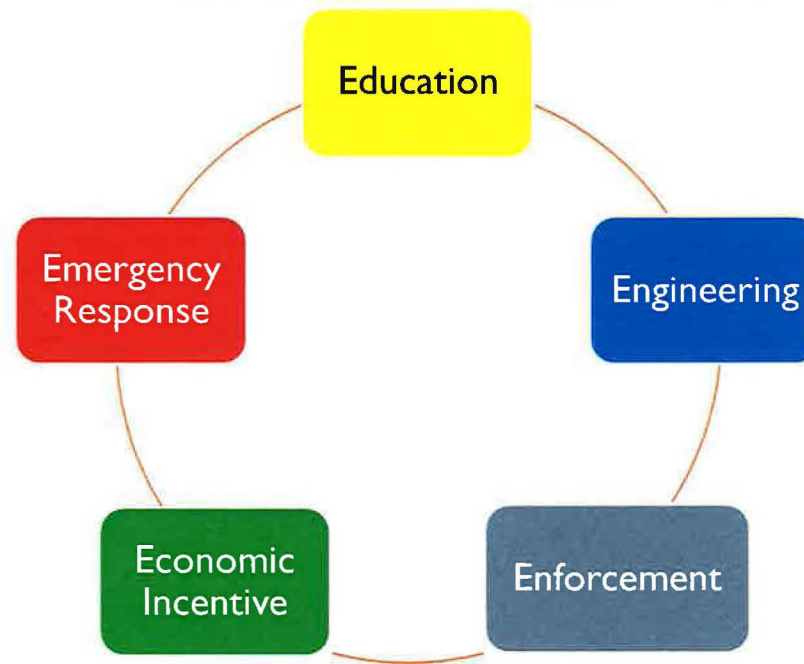
Over 900 Commercial Occupancies identified

Insurance Services Office grading gap

Recommendation from the 2022 Long Range Study



FIRE PREVENTION TO COMMUNITY RISK REDUCTION



SAFETY OF FIREFIGHTERS AND GENERAL PUBLIC

- Reduction of False Alarms
 - Over 98% of all alarms are false in nature
 - Risk to public
 - Cost associated with response
 - Challenges with complacency
- Identification of Building Challenges
 - Location of utilities
 - Location of fire protection equipment
- Identification of Hazardous Materials
 - Location
 - Quantities
 - Hazards

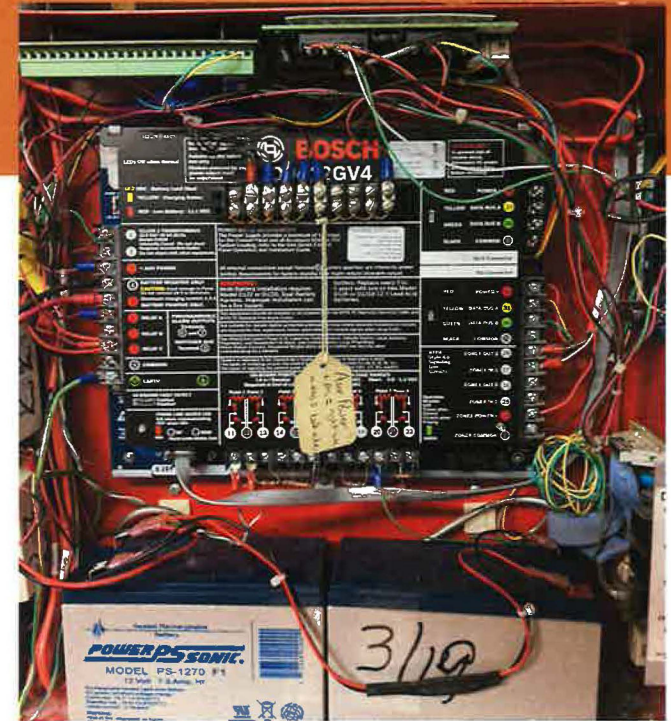


ASSIST BUSINESS OWNER

Code Requires the installation of fire protection systems

- Fire Walls
- Fire Alarms
- Fire Sprinklers

Most business owners do not know or understand THEIR systems and what they are paying for



900 COMMERCIAL BUILDINGS

It is too difficult “to remember” where things are

Reduction of business interruption and losses

Build relationships with business owners - Not 2AM



Christmas Day 2022 – 7th frozen pipe in two days, 6-8” of water in art studio



INSURANCE SERVICES OFFICE GRADING GAP

ISO Grading is 0-100 – Washington is an ISO Class 3, 70+ points

9 points is associated with Training – includes pre-planning

WFD is receiving little to no credit – under 4

Insurance Industry recognizes the need for FD's to be in buildings, be familiar and have documentation



FIRE SUPPRESSION RATING SCHEDULE

Fire Suppression Rating Schedule



INSURANCE SERVICES OFFICE, INC

© Insurance Services Office, Inc., 2012



RECOMMENDATION FROM THE 2022 LONG RANGE STUDY

ESCI Study 2022

Outside review identified the gap of a developed Community Risk Reduction Program

This program include inspections and pre-planning as elements of the program

Short-Term Strategies & Recommendations

Community Risk Reduction

- Develop a proposal to the City of Washington to hire a fire prevention professional. The department should place additional focus on the three E's of fire prevention: Education, Enforcement, and Engineering. As noted in this report, there currently lacks sufficient personnel dedicated to risk reduction efforts within the community. A contractual agreement between the City of Washington and the Washington Community Fire Protection District will be required if this recommendation is implemented. This agreement should detail fire prevention efforts and authority related to fire prevention measures with the fire protection district.



THE DREADED FIRE DEPARTMENT INSPECTION

It is all about the approach

- Use the adopted codes
 - For a relationship
 - Assist with fire and occupant safety
- Require minimum safe buildings
 - Fire risks
 - Egress
- Reduce the City's liability



Washington Fire Department

200 East 54th Street
P.O. Box 229
Washington, MO 63090

Professional Volunteer Service Since 1852

Member
• Professional Firefighters Association of Missouri
• International Brotherhood of Firefighters Association

Business Name _____ Phone _____
 Address _____ E-mail _____
 Suite _____ Building Manager _____
 Building Owner _____ Phone _____

Alarm Contact Updated? If not, provide Washington Communication Form Y N
 Are electronic building layouts available? If available e-mail to fire department? Y N
 Alarm/Sprinkler/Hood/Pump Inspection Forms forwarded to Fire Marshal? Y N
 Knox Keys (All doors, PIV & Roof Locks, Elevator, Fire Alarm etc.) in the box Y N Pass codes? Y N
 Address Clearly Posted? Y N Fire Lane Accessible? Y N Fire Hydrant Accessibility? Y N

| Fire Protection Systems | Fire Alarm | Sprinkler | Standpipe | Hood | Pump | |
|---|------------|-----------|-----------|------|------|-----------------|
| <u>Systems and Life Safety Devices</u> | | | | | | <u>Comments</u> |
| Backflow Preventer Present | Y N | | | | | _____ |
| Emergency Plans Updated & Posted | Y N | | | | | _____ |
| Extinguishers Current Tag | Y N | | | | | _____ |
| Extinguisher Proper Size/Type | Y N | | | | | _____ |
| Electrical Panel Clearance/Breakers Marked/No Open Breakers | Y N | | | | | _____ |
| Electric Junction Boxes | Y N | | | | | _____ |
| Compressed Gas Cylinders Storage/Chained | Y N | | | | | _____ |
| Hazardous Materials Storage Identified & Marked | Y N | | | | | _____ |
| Combustible Storage/Sprinkler Clearance 18" | Y N | | | | | _____ |
| Smoke/Fire Doors Close & Latch | Y N | | | | | _____ |
| Exit Signs Present & Illuminated | Y N | | | | | _____ |
| Emergency Lights Operational | Y N | | | | | _____ |
| Path(s) of Egress Clear | Y N | | | | | _____ |

Other Hazards Noted:

Occupancy Representative _____ Inspector _____

Fire Administration • 484-350-1220 • Code Enforcement • Fax 484-390-1024

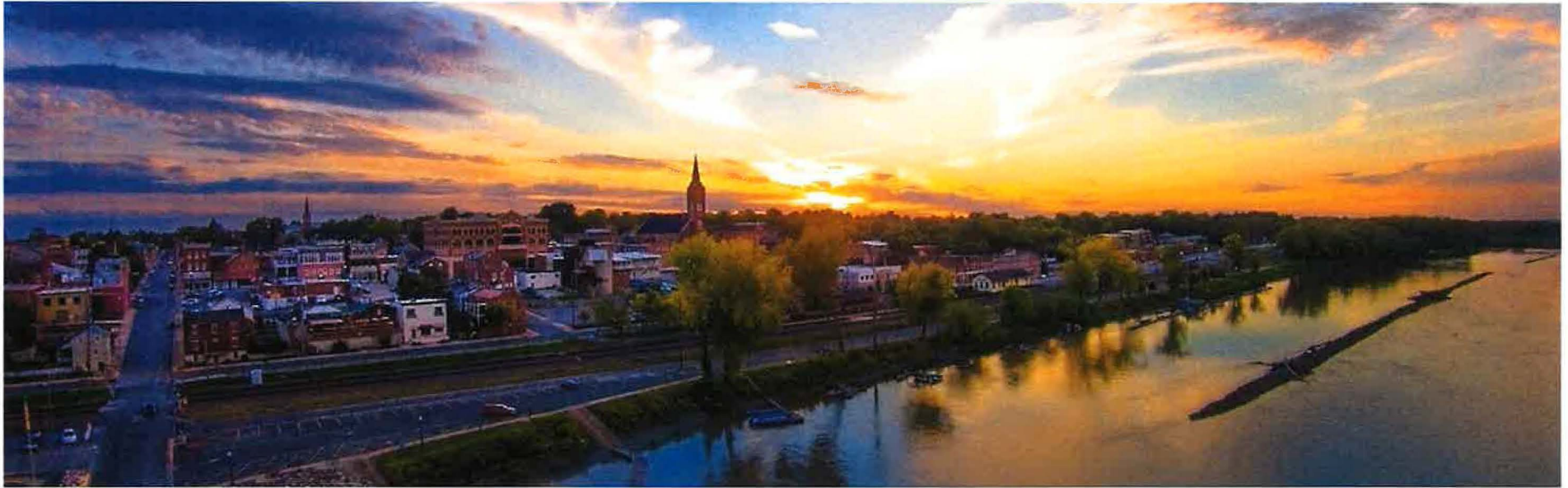


THE DREADED FIRE DEPARTMENT INSPECTION

Additional Benefits

1. Building/Engineering Department Support
2. Timely plan review for fire sprinkler and fire alarm systems
3. Dedicated subject matter expert for fire code questions
4. Provide additional value to business licensing
5. Manage the operational permitting
6. Focus overall code compliance, including City Ordinances
7. Support City Worker Safety
8. Follow known best industry practices





THANK YOU!





July 1, 2024

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

RE: Recommendation – Community Assistance Program (CAP) Agreement at Lions Lake

Honorable Mayor and City Council,

The attached agreement is to implement the Missouri Department of Conservation's Community Assistance Program (CAP) between the City of Washington and the Missouri Department of Conservation (MDC). The purpose is to allow free public access and full use of Lions Lake for fishing and related recreational activities, by the public, consistent with the Wildlife Code of Missouri and hours established by mutual agreement. The City's responsibilities and MDC's responsibilities are listed in the attached agreement. In summary, the City is to provide a clean, safe and usable facility, following park and City guidelines for public use. This also includes providing proper recognition in brochures, advertising and other publications for the MDC. In summary, the MDC is to provide a general management plan for fishery resources for the lake. MDC will provide periodic fish community surveys and analysis, manage the lake through proper regulations, stock the lake with fish, enact and enforce appropriate fishing rules and regulations and provide informational and entrance signs recognizing the City and the MDC for their roles in this cooperative project.

Upon approval, the agreement will become effective after signatures have been completed. The duration of the agreement is for 25 years and can automatically renew for successive terms of one year if neither party has advised the other in writing of its intention to terminate the agreement.

The Parks and Recreation Commission recommended CAP agreement at their May 8 meeting.

Accordingly, the Parks and Recreation Commission and staff recommend that Council consider the Missouri Department of Conservation's Community Assistance Program agreement at Lions Lake. As always, if you have any questions or would like additional information, please feel free to contact me prior to the Council meeting.

Respectfully,

Wayne Dunker, MA, CPRP
Director of Parks & Recreation

Missouri Department of Conservation
Community Assistance Program
11-3-2023

The Community Assistance Program was initiated by the Missouri Department of Conservation (Department) in 1980 to provide close-to-home fishing opportunities in communities throughout the state of Missouri. Through this program and the closely related Corporate and Agency Partnership Program, the Department enters into agreements (usually 25-year) with cities, counties, state and federal agencies, businesses, foundations, schools and colleges to provide fisheries management at existing lakes and ponds, and to cooperatively develop facilities for anglers and boaters at lake and stream areas.

The terms of these cooperative agreements are tailored to meet the specific needs and circumstances associated with the individual partners. Under the terms of these cooperative agreements, the Department will provide fisheries management (including appropriate stocking, habitat improvement, special regulations and enforcement of the *Wildlife Code of Missouri*) on lakes, ponds and stream accesses under agreement. We will continue to provide enforcement of the *Wildlife Code of Missouri* and area use regulations. We will continue to arrange for most of the funding (up to 75% reimbursement) through a new cash grant agreement using primarily Sport Fish Restoration funds for facilities development (if/where applicable).

The partners, in return, will conduct facilities development (if applicable to their agreement) including permitting, design, construction, certification and all maintenance - large or small, they will need to follow all applicable codes and laws (including ADA requirements), and they will continue to allow free public use of the area under agreement for fishing, boating and other related recreational activities. If infrastructure is developed under agreement, it will be designed, constructed, owned and maintained by the partner. All infrastructure developed under the previous CAP program is property of the partner and as such, they are responsible for all maintenance.

These programs benefit our partners and the local communities by providing a cost-effective way of providing citizens with more and better fishing and boating opportunities close to where they live.

The Department currently has cooperative agreements with 114 partners for the cooperative management of 183 public lakes (10,538 acres of water), 28 stream access areas, two lake access areas and eight aquatic resource education ponds.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN AGREEMENT BY AND BETWEEN
THE CITY OF WASHINGTON, MISSOURI AND THE
MISSOURI DEPARTMENT OF CONSERVATION

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Agreement by and between the City of Washington, Missouri and Missouri Department of Conservation, 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

**AGREEMENT BETWEEN THE
CITY OF WASHINGTON, MISSOURI
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20____, by and between the CITY OF WASHINGTON (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the the City owns a tract of land in Franklin County with a 11.5-acre lake known as Lion's Lake that is used by the the City for fishing, aquatic education, special fishing events, general recreation and enjoyment of the outdoors, and is referred to here as the "Area" and is described in attached Exhibit A; and

WHEREAS, the Department and the City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and the City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

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

1. **CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area's users and facilities.
 - E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.

- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries biologist.
- G. Manage its property within the watershed of Lion's Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the City. The City agrees to assume all risks associated with the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one

hundred and twenty days prior to any applicable termination date.

- E. Any electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§432.200 et seq., RSMo).
- F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

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

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF WASHINGTON, MISSOURI

MAYOR

Attest:

City Clerk

EXHIBIT A

THIS DEED, made and entered into this 21st day of June, 1948 by and between Veronica Freeman, single and unmarried

of Franklin County, Missouri part of the first part, and City of Washington, a municipal corporation of

part of the second part, WITNESSETH, That said part... of the first part, for and in consideration of the sum of One Hundred and More DOLLARS, to... said by the said part... of the second part, the receipt of which is hereby acknowledged do hereby certify that... of the second part, the following described lands... of said part... of the County of Franklin and State of Missouri, to-wit: a tract of land in the City of Washington, being a part of the Southeast qr. of Section 16 and part of the Northeast qr. of the Northeast qr. of Section 11, Township 44 North, Range 17 East of 5th P.M., described as follows: Beginning at the quarter corner between Sections 16 and 11, thence South 82° East along section line 4.94 chains to an iron corner, thence South 82° East 5.47 chains to an iron peg, thence North 12° East along property line 409 feet to a corner, thence South 89° East along property line 421 feet to the West line of State Street, thence North along the West line of State Street to the most southerly corner of the Schelich tract as described in deed of James H. Vol. 154, page 291, thence North 56° East 132 feet, thence North 31 1/2° East 175 feet to a corner, thence South 77° East 69 feet, thence South 50° East 65 feet to the West line of State Street, thence North 31 1/2° East along State Street 317 feet 8 inches to property of City of Washington, thence North 50° West 1.54 chains, thence North 32° East 3.00 chains to post, thence Northwardly 90 feet more or less to the Southwest corner of the Stump property, thence North 133° East 3.00 chains, thence North 122° East 3.52 chains to a stone, thence North 35° West 22 1/2 links to a Public Road, thence along said road South 70° West 1.30 chains to a stone, thence North 42° West 1.87 1/2 chains to a corner, thence North 81° West 5.57 chains to an iron peg, thence North 7° East 3.85 chains to an iron peg in South line of Public Road, thence along said public road North 58° West 2.72 1/2 chains, South 55° West 9.26 chains, and South 89° 52' West 13.05 chains to the North and South centerline, thence South on said line 29.18 chains to the place of beginning, containing 91 acres, more or less.

Also a part of the Northwest qr. of Section 16, Township 44 North, Range 17 East of 5th P.M., described as follows: Beginning at a point 17.22 chains North of the South quarter corner of Section 16, thence North 89° West 4.28 chains to an old stone, thence North 112° East 6.60 chains to an old rock, thence North 1° West 7.14 chains to an iron peg, thence East 3.21 chains to the center line, thence South on said line 12.96 chains to the place of beginning, containing 4.61 acres, more or less.

Containing in the aggregate 95.61 acres, more or less, as surveyed by E. J. Hammar, County Surveyor. Enter shall have the right to the use and occupancy of the residence, garden, and chicken-yard free of rent as long as she occupies the same as her home. This privilege shall cease upon her death or sooner if she ceases to occupy the same as her home.



3Aa

TO HAVE AND TO HOLD THE SAME, Together with all rights, immunities, privileges and appurtenances to the same belonging, or in anywise appertaining, unto the said party... of the second part, and to ... heirs and assigns, forever. And the said party... of the first part... hereby expressly waive, release and relinquish unto the said party... of the second part... heirs, executors, administrators and assigns, all right, title, claim, interest and benefit whatsoever in and to the above described premises, and each and every part thereof, which is given by or result from all the laws of this State pertaining to the exemption of Homesteads. The said party... of the first part hereby covenanting that ... heirs, executors and administrators shall and will defend and defend the title to the premises to the said party... of the second part, and to ... heirs and assigns, forever, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, The said party... of the first part... hereunto set ... hand... and seal..., the day and year first above written.

Veronica Timmann (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

STATE OF MISSOURI }
 County of ...Franklin... } ss: On this... 21st... day of... JUNE... 1948,
 before me personally appeared *Veronica Timmann, single and unmarried*
 to me known to be the person... described in and who executed the foregoing instrument, and acknowledged that... she... executed the same as... her... free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at office in ...Washington... in said County, the day and year first above written. My term as Notary expires January 9, 1950.

Notary Public

STATE OF MISSOURI }
 County of } ss: On this..... day of....., 19....
 before me personally appeared.....
 and
 his wife, to me known to be the person... described in and who executed the foregoing instrument, and acknowledged that..... executed the same as..... free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at office in in said County, the day and year first above written. My term as Notary expires 19....

STATE OF MISSOURI }
 County of Franklin } ss:
 I, *Ralph S. Quigg*, Recorder of Deeds within and for said County, do hereby certify that the foregoing instrument of writing was filed for record on the ... 28... day of... June... 1948, at ... 9... o'clock... 15... minutes... A.M., and duly recorded on the ... 28... day of... June... 1948, in Deed Book, Volume ... Page ...

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal at office in Union, the date above said.

Ralph S. Quigg
 Recorder of Deeds.
 By *Arthur Wilkerson*
 Deputy Recorder.

CERTIFICATE OF TITLE

M-2683

I hereby certify that I have examined the title to the following described property, from date of entry from Government, situated in the County of Franklin and State of Missouri, to-wit:

A tract of land in the City of Washington, being a part of the Southeast qr. of Section 16 and part of the Northeast qr. of the Northeast qr. of Section 21, Township 44 North, Range 1 West of 5th P.M., described as follows: Beginning at the quarter corner between Sections 16 and 21, thence South 89 $\frac{1}{2}$ ° East along section line 20.94 chains to qr. qr. corner; thence South 68 $\frac{3}{4}$ ° East 2.27 chains to an iron bar, thence North 12° East along property line 421 feet to the West line of State Street, thence North along the West line of State Street to the most Southerly corner of the Schelich tract as described in deed of record in Vol. 154, page 291, thence North 56° West 132 feet, thence North 31 $\frac{1}{2}$ ° East 175 feet to a corner, thence South 77° East 69 feet, thence South 56° East 66 feet to the West line of State Street, thence North 31 $\frac{1}{2}$ ° East along State Street 317 feet 8 inches to property of City of Washington, thence North 56° West 154 chains thence North 32° East 3.00 chains to post, thence Northwardly 90 feet more or less to the Southwest corner of the Stumpe property, thence North 13 $\frac{1}{2}$ ° East 3.00 chains, thence North 17 $\frac{1}{2}$ ° East 3.50 chains to a stone, thence North 33° West 22 $\frac{1}{2}$ links to a Public Road, thence along said road South 70° West 1.30 chains to a stone, thence North 42 $\frac{1}{2}$ ° West 1.87 $\frac{1}{2}$ chains to a corner, thence North 81° West 5.57 chains to an iron peg, thence North 7° East 3.85 chains to an iron peg in South line of Public Road, thence along said public road North 58° West 2.72 $\frac{1}{2}$ chains, South 65° 52' West 9.26 chains, and South 89° 52' West 18.05 chains to the North and South centerline, thence South on said line 28.18 chains to the place of beginning, containing 91 acres, more or less.

Also a part of the Southwest qr. of Section 16, Township 44 North, Range 1 West of 5th P.M., described as follows: Beginning at a point 14.22 chains North of the South quarter corner of Section 16, thence North 89 $\frac{1}{2}$ ° West 4.28 chains to an old stone, thence North 11 $\frac{1}{2}$ ° East 6.80 chains to an old rock, thence North 1° West 7.15 chains to an iron peg, thence East 3.21 chains to the center line, thence South on said line 13.96 chains to the place of beginning, containing 4.61 acres, more or less.

Containing in the aggregate 95.61 acres, more or less, as surveyed by E. E. Hammer, County Surveyor.

According to the records of the County of Franklin, the fee simple title to said property is vested in

CITY OF WASHINGTON, a municipal corporation,

free and clear of liens, except as follows, to-wit:

| | |
|-------------------|--|
| DEEDS OF TRUST: | None |
| JUDGMENTS: | None |
| MECHANICS' LIENS: | None |
| ATTACHMENTS: | None |
| TAXES: | 1947 and prior years are paid. 1948 are a lien. No examination as to City of Washington taxes. |

CONDITION contained in deed, dated June 21, 1948, of record in Vol. 161, page 84 between Veronica Tiemann and City of Washington, to-wit: "Grantor shall have the right to the use and occupancy of the residence garden, and chicken yard free of rent as long as she occupies the same as her home. This privilege shall cease upon her death or sooner if she ceases to occupy the same as her home."

(over)

DATED at Union, Missouri' this.28th day of June, 1948 at 9.30
o'clock a.m.

H. F. Hansen

H. F. Hansen, Abstractor.

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 4) Control grass on roads and parking areas and around traffic control barriers (if present).
- 5) Provide and install rock (rip rap), as needed, to maintain any protective rock slopes or banks in the vicinity of the provided facilities.
- 6) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 7) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.