

SPECIAL MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
March 15, 2016 – 6:00 P.M.
2ND FLOOR CONFERENCE ROOM OF CITY HALL

- | <u>1. INTRODUCTORY ITEMS:</u> | <u>SUGGESTED</u> |
|--|----------------------------------|
| | <u>COUNCIL ACTION:</u> |
| Roll Call /Pledge of Allegiance | |
| <u>Approval and Adjustment of Agenda including Consent Agenda:</u> | Need Motion/Mayor |
|
<u>2. ORDINANCES/RESOLUTIONS:</u> | |
| a. An ordinance authorizing and directing the execution of a Temporary Easement Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission. | Read &Int/Read&Vote/Mayor |
| b. An ordinance authorizing and directing the execution of a Municipal Agreement First Supplemental Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission. | Read &Int/Read&Vote/Mayor |
| c. An ordinance authorizing and directing the execution of a Lighting Maintenance Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission. | Read &Int/Read&Vote/Mayor |
|
<u>3. CITY ADMINISTRATOR’S REPORT:</u> | |
| a. Memorandum of Understanding – Rural Fire Department | Accept Into Minutes/Approve Memo |
|
<u>4. CITY ATTORNEY’S REPORT:</u> | |
| a. 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 |
|
<u>5. ADJOURNMENT:</u> | |

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 MARY TRENTMANN, CITY CLERK MARCH 14, 2016

BILL NO. _____ INTRODUCED BY COUNCILMAN _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A TEMPORARY EASEMENT FOR HIGHWAY PURPOSES BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Temporary Easement for Highway Purposes by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement 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

CCO FORM: RW24
Approved: 06/96 (RMH)
Revised: 12/12 (AR)
Modified:

COUNTY: Franklin
ROUTE: 47
PROJECT: J6P2321
FED. PROJECT:
PARCEL: Washington Rotary
Riverfront Trail

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TEMPORARY EASEMENT FOR HIGHWAY PURPOSES**

THIS INDENTURE, made this ____ day of _____, 2016, by and between the CITY OF WASHINGTON, a municipal corporation, of the County of Franklin, and State of Missouri, 405 Jefferson Street, Washington, Missouri 63090, party of the first part, and the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, 105 W. Capitol Avenue, Jefferson City, MO 65102, party of the second part.

WITNESSETH, that the said party, of the first part, in consideration of the sum of ONE AND 00/100TH DOLLARS (\$1.00) AND OTHER VALUABLE CONSIDERATIONS, to it paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents remise, release and quitclaim unto said party of the second part, the following described temporary easement in real estate in the County of Franklin, State of Missouri, to wit:

A tract of land for a temporary easement for the construction of Washington Rotary Riverfront Trail located in U.S. Survey 2044 and 1925, Township 44 North Range 1 West, of Franklin County, Missouri, and being more particularly described as: Commencing at centerline Station 1192+45 of existing Route 47; also being log mile marker 0.646 on the centerline of Washington Rotary Riverfront Trail being the true POINT OF BEGINNING; thence running Easterly along the centerline of Washington Rotary Riverfront Trail to log mile 2.602. Said temporary easement being 50.00 feet

perpendicular distance North and South of the above described centerline. Said temporary easement containing 23.5 acres, more or less.

Limited to 30' wide within 100' corridor

Less and accepting therefrom any portion of the above described track that lies within the right of way of Union Pacific Railroad Company, A Utah Corporation.

A tract of land for a temporary easement for Staging Area No. 1 located in U.S. Survey 1925, Township 44 North Range 1 West, of Franklin County, Missouri, and being more particularly described as: Beginning at log mile 1.428 on the centerline line of Washington Rotary Riverfront Trail; thence Southerly to a point at the edge of the wood line, being 395 feet more or less distance from log mile 1.433; thence following along said wood line Easterly to a point 595 feet more or less distance from log mile 1.681; thence Easterly to a point 470 feet more or less distance from log mile 1.746; thence Northerly to log mile 1.716 on the centerline of Washington Rotary Riverfront Trail; thence Westerly along the centerline of Washington Rotary Riverfront Trail to log mile 1.428, and containing 14 acres, more or less.

A tract of land for a temporary easement for Staging Area No. 2 located in U.S. Survey 1925, Township 44 North Range 1 West, of Franklin County, Missouri, and being more particularly described as: Beginning at log mile 2.320 on the centerline line of Washington Rotary Riverfront Trail; thence Easterly to the edge of the wood line to a point 490 feet more or less to log mile 2.353; thence following along said wood line Southerly to a point 370 feet more or less Easterly of log mile 2.523; thence Southwesterly to log mile 2.571 on the centerline of Washington Rotary Riverfront Trail; thence Northerly along the centerline of Washington Rotary Riverfront Trail to log mile 2.320, and containing 8 acres, more or less.

insert



Upon completion and acceptance of the project, the temporary easement rights in the last described tract shall cease and no longer be in effect.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed; that it has good right to convey the same.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Highway Project No. J6P2321.

IN WITNESS WHEREOF, the said party of the first part has executed the above the day and year first above written.

CITY OF WASHINGTON, a municipal corporation

By: _____
(Signature)

Sandy Lucy
(Print Name)

Mayor
(Title)

City of Washington

405 Jefferson St., Washington, MO 63090
(Address)

636-390-1000
(Telephone)

ACKNOWLEDGEMENT BY CITY

STATE OF MISSOURI)
)SS
COUNTY OF FRANKLIN)

On this _____ day of _____, 2016, before me appeared Sandy Lucy, personally known to me, who being by me duly sworn, did say that she is the Mayor of the City of Washington and that the foregoing instrument was signed and sealed on behalf of the City of Washington and that she acknowledged said instrument to be the free act and deed of the City of Washington and that it was executed for the consideration stated therein and no other.

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 written above.

Notary Public

My Commission Expires: _____

BILL NO. _____ INTRODUCED BY COUNCILMAN _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A MUNICIPAL AGREEMENT FIRST SUPPLEMENTAL AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Municipal Agreement First Supplemental Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

CCO Form:
Approved: 03/16 (BDG)
Revised:
Modified:

Municipal Agreement
Route 47
County: Franklin/Warren
Job No.: J6P2321

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT
FIRST SUPPLEMENTAL AGREEMENT**

THIS FIRST SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address and the City of Washington, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission and the City previously entered into a *Municipal Agreement* dated August 20, 2015 related to Commission Project J6P2321 (hereinafter, "Original Agreement"); and

WHEREAS, the parties desire to amend the Original Agreement as provided herein.

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

(1) ADDITION OF PARAGRAPH (8)(D) TO ORIGINAL AGREEMENT: The parties hereby agree that the Original Agreement shall be amended to include the following as Paragraph (8)(D):

^{108,000} (8)(D) In exchange for the Commission reimbursing the City Twenty-three thousand nine hundred dollars (\$23,900) for environmentally-related work done by the City, the City, shall grant the Temporary Construction Easement (45.5 acres), with an appraised value of Forty-three thousand six hundred dollars (~~\$43,600~~) by executing the Temporary Easement for Highway Purposes attached as "Exhibit C" and made a part of this Agreement. The City shall provide any documentation requested by the Commission to substantiate the environmentally-related work done by the City. **SEE INSERT**

(2) ORIGINAL AGREEMENT: Except as modified, amended or supplemented by this First Supplemental Agreement, the terms of the Original Agreement shall remain in full force and effect and shall extend to this First Supplemental Agreement as if fully written in this First Supplemental Agreement.

(3) AUTHORITY TO EXECUTE: The signers of this First Supplemental Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

By _____

Title _____

Title _____

Attest:

Attest:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____

Insert

(8)(D) The Commission shall reimburse the City the sum of Twenty-three thousand nine hundred dollars (\$23,900) for environmentally-related work done by the City. The City shall provide documentation requested by the Commission to substantiate the environmentally-related work done by the City. The Commission shall pay the City the appraised value of Forty-three thousand six hundred dollars (\$43,600) in exchange for the City executing the Temporary Construction Easement for Highway Purposes attached as Exhibit "C" and made a part of this Agreement.

Exhibit C:

CCO FORM: RW24

Approved: 06/96 (RMH)

Revised: 12/12 (AR)

Modified:

COUNTY: Franklin

ROUTE: 47

PROJECT: J6P2321

FED. PROJECT:

PARCEL: Washington Rotary
Riverfront Trail

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TEMPORARY EASEMENT FOR HIGHWAY PURPOSES**

THIS INDENTURE, made this ____ day of _____, 2016, by and between the CITY OF WASHINGTON, a municipal corporation, of the County of Franklin, and State of Missouri, 405 Jefferson Street, Washington, Missouri 63090, party of the first part, and the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, 105 W. Capitol Avenue, Jefferson City, MO 65102, party of the second part.

WITNESSETH, that the said party, of the first part, in consideration of the sum of ONE AND 00/100TH DOLLARS (\$1.00) AND OTHER VALUABLE CONSIDERATIONS, to it paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents remise, release and quitclaim unto said party of the second part, the following described temporary easement in real estate in the County of Franklin, State of Missouri, to wit:

A tract of land for a temporary easement for the construction of Washington Rotary Riverfront Trail located in U.S. Survey 2044 and 1925, Township 44 North Range 1 West, of Franklin County, Missouri, and being more particularly described as: Commencing at centerline Station 1192+45 of existing Route 47; also being log mile marker 0.646 on the centerline of Washington Rotary Riverfront Trail being the true POINT OF BEGINNING; thence running Easterly along the centerline of Washington Rotary Riverfront Trail to log mile 2.602. Said temporary easement being 50.00 feet perpendicular distance North and South of the above described centerline. Said temporary easement containing 23.5 acres, more or less.

Limited to 30' WIDE WITHIN 100' CORRIDOR

Less and accepting therefrom any portion of the above described track that lies within the right of way of Union Pacific Railroad Company, A Utah Corporation.

A tract of land for a temporary easement for Staging Area No. 1 located in U.S. Survey 1925, Township 44 North Range 1 West, of Franklin County, Missouri, and being more particularly described as: Beginning at log mile 1.428 on the centerline line of Washington Rotary Riverfront Trail; thence Southerly to a point at the edge of the wood

line, being 395 feet more or less distance from log mile 1.433; thence following along said wood line Easterly to a point 595 feet more or less distance from log mile 1.681; thence Easterly to a point 470 feet more or less distance from log mile 1.746; thence Northerly to log mile 1.716 on the centerline of Washington Rotary Riverfront Trail; thence Westerly along the centerline of Washington Rotary Riverfront Trail to log mile 1.428, and containing 14 acres, more or less.

A tract of land for a temporary easement for Staging Area No. 2 located in U.S. Survey 1925, Township 44 North Range 1 West, of Franklin County, Missouri, and being more particularly described as: Beginning at log mile 2.320 on the centerline line of Washington Rotary Riverfront Trail; thence Easterly to the edge of the wood line to a point 490 feet more or less to log mile 2.353; thence following along said wood line Southerly to a point 370 feet more or less Easterly of log mile 2.523; thence Southwesterly to log mile 2.571 on the centerline of Washington Rotary Riverfront Trail; thence Northerly along the centerline of Washington Rotary Riverfront Trail to log mile 2.320, and containing 8 acres, more or less.



Upon completion and acceptance of the project, the temporary easement rights in the last described tract shall cease and no longer be in effect.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed; that it has good right to convey the same.

The party of the second part's interest in this temporary easement will be extinguished immediately at the completion of Highway Project No. J6P2321.

IN WITNESS WHEREOF, the said party of the first part has executed the above the day and year first above written.

CITY OF WASHINGTON, a municipal corporation

By: _____
(Signature)

Sandy Lucy _____
(Print Name)

Mayor _____
(Title)

City of Washington _____

405 Jefferson St., Washington, MO 63090 _____
(Address)

636-390-1000 _____
(Telephone)

BILL NO. _____ INTRODUCED BY COUNCILMAN _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A LIGHTING MAINTENANCE
AGREEMENT BY AND BETWEEN THE CITY OF
WASHINGTON, MISSOURI AND THE MISSOURI
HIGHWAYS AND TRANSPORTATION COMMISSION

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Lighting Maintenance Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

CCO Form: TR39
Approved: 10/03 (BDG)
Revised: 01/15 (ASB)
Modified: 03/16 (BDG)

Maintenance Agreement
Route: 47
County; Franklin/Warren
Job No. J6P2321

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LIGHTING MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Washington, Missouri (hereinafter, "City").

WITNESSETH:

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

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for lighting maintenance of the portion of Route 47.

(2) INSTALLATION OF LIGHTING: The City has requested that the Commission include the installation of aesthetic lighting fixtures to the Route 47 Missouri River Bridge in the vicinity of the City of Washington, Missouri as part of Commission Job J6P2321. The Commission will include the installation of the aesthetic lighting as part of Commission Job J6P2321 in exchange for the City agreeing to maintain the aesthetic lighting constructed. The aesthetic lighting includes the girder wash lighting, pier lighting and pedestrian lighting. The Commission's representative will provide written notice to the City of when the City's maintenance obligations under this Agreement shall commence. A full set of lighting shop drawings will be given to the city upon completion of the project.

(3) MAINTENANCE:

(A) The City shall maintain, at the City's cost, the aesthetic lighting, which includes the luminaires, light fixtures, control system and power and data supply cabinets. It does not include the structural members used to mount the lights or the navigational lighting or any of its components as this will be maintained by the Commission. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the lighting. The City shall provide and maintain power at the locations designated.

(B) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by

contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(C) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locates as it pertains to the aesthetic lighting including the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The Mayor of the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given

upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

District Engineer
Missouri Department of Transportation
1590 Woodlake Dr.
Chesterfield, MO 63017

(B) To the City

Mayor of Washington
405 Jefferson St.
Washington, MO. 63090

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

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

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

(12) INDEMNIFICATION:

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

(B) The City is required or will require any contractor procured by the City to work under this Agreement:

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

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

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

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

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

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(18) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(19) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property.

(20) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

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

Executed by the City this _____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance Number _____



March 1, 2016

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

Re: Memorandum of Understanding

Honorable Mayor & Councilmembers,

I respectfully ask authorization for the Mayor to sign the attached Memorandum of Understanding between the City of Washington and the Washington Rural Fire Association (District).

It is recommended that City Council approves this request.

Respectfully,

A handwritten signature in cursive script that reads 'James A. Briggs'.

James A. Briggs
City Administrator

405 JEFFERSON STREET
WASHINGTON, MO 63090

MAYOR, CITY ADMINISTRATOR, ECONOMIC DEVELOPMENT DIRECTOR (636) 390-1000 FAX: (636) 239-8945

Washington Rural Fire Association

P.O. Box 28
Washington, MO 63090-0028
636-390-1020

March 8, 2016

Hon. Mayor Sandy Lucy
City Council
City of Washington
405 Jefferson Street
Washington, Missouri 63090

RE: Memorandum of Understanding

Dear Mayor Lucy and Members of the City Council:

Enclosed for your consideration is a Memorandum of Understanding ("MOU") setting forth a proposal from the Washington Rural Fire Association ("Fire Association") to the City of Washington, Missouri ("City") for the City to continue to provide fire protection services to the territory now served by the Fire Association. In addition, it is our hope and expectation that should the voters approve the formation of a fire protection district as has been proposed and as is on the ballot for April 5, 2016, that the City would consent to entering into an agreement with the fire protection district on similar terms and conditions as this MOU.

Please review this matter at your earliest convenience and we request your immediate approval.

Sincerely,



Donald C. Wildt
President

Enclosure

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made this ____ day of _____, 2016 (to be effective as of the Effective Date set forth in Section 7 below) by and between Washington Rural Fire Association, a benevolent corporation organized and existing under the laws of Missouri (hereinafter "Fire Association") and the City of Washington, Missouri, a city of the third class organized and existing under the laws of Missouri (hereinafter "City").

WITNESSETH:

WHEREAS, the Fire Association is desirous of forming a fire protection district and to that end has spearheaded the submittal of the question of the formation of a fire protection district to the voters; and

WHEREAS, it is the hope and expectation that should the voters approve the formation of a fire protection district as has been proposed and as is on the ballot for April 5, 2016, that the City would consent to entering into an agreement with the fire protection district on similar terms and conditions as this MOU; and

WHEREAS, the provisions of Sections 70.210 through 70.320, RSMo. empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and,

WHEREAS, the provisions of Chapter 77 RSMo. authorize the City to maintain a fire department; and,

WHEREAS, the provisions of Section 320.090 RSMo. authorize Missouri fire associations to enter into contracts with municipalities for the operation of a common service relating to the control and prevention of fire; and,

WHEREAS, the Fire Association is desirous of securing fire protection and fire prevention service from the City for the term hereinafter set forth (each calendar year of the term is referred to herein as a "Service Year"); and,

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, IT IS AGREED by and between the parties hereto as follows:

Section 1. Contract for Service. The Fire Association proposes that the fire protection district (the "District") will contract with the City, upon the terms and conditions hereinafter set forth, for the City to provide fire protection and fire prevention services within the territorial limits of the District.

Section 2. Services Provided. The City shall render to the District fire protection, and related incidental services, including all ancillary administrative services (hereinafter "Services").

Section 3. Maintenance of Fire Protection Equipment.

The Association previously purchased and equipped Truck 117, Truck 138, Utility 148, Truck 153 and Truck 156 and donated said equipment to the City which has provided the insurance coverage for the same. The Association proposes that the District shall pay for, and replace, the said equipment at the same times and with the same frequency as the City replaces its other fire-fighting equipment. Upon termination of this Agreement as provided herein, or upon retirement of the equipment at the end of its useful life, the City shall donate said equipment back to the District. During the time that the equipment is in use the City shall be responsible for all costs of the repairs and or maintenance to the same. All vehicles and equipment titled to the City shall be insured and maintained by the City.

Section 4. Indemnity and Insurance. To the extent permitted by law, the City shall indemnify and save harmless the District and its officials, employees and agents from (i) claims of negligent operation of the City equipment, (ii) acts or omissions of its officials, employees and agents in the rendering of service or failure to render service pursuant to this Agreement. This indemnification shall survive the termination of this Agreement for any reason, as to those occurrences which happened or which have been alleged to have happened prior to such termination.

The City shall provide such workers' compensation and employer's liability insurance as may be required by law and shall maintain as a minimum at all times the public liability and property damage insurance coverage (risk and limits) as City maintains for itself. The City shall cause the District (and its officials and employees when coverage is extended to City officials and its employees under the policies) to be included as an additional named insured in such policies of insurance.

Section 5. Loss or Damage to Property. In case of loss or damage to equipment or other property of the City while within the District or responding to a call for service on behalf of or within the District, or returning therefrom, such loss or damage shall be borne by the responsible party.

Section 6. Consideration. The Fire Association propose that the District shall pay to the City as an annual consideration for the Services to be provided by the City to the District pursuant to this Agreement an annual charge (hereinafter "Annual Charge") for each Service Year determined as follows:

- (a) The Annual Charge for the Service Year shall not exceed \$0.14 per \$100.00 assessed valuation on all real estate, personal property, railroad and utility property located within the territory of the District multiplied by the following percentages:
- (i) 2017: 20%
 - (ii) 2018: 40%
 - (iii) 2019: 60%
 - (iv) 2020: 80%
 - (v) 2021: 100%
- (b) The **Annual Charge** shall be paid in four calendar quarterly payments due each January 1, April 1, July 1, and October 1 of the term hereof, commencing Apl 1, 2017.

Section 7. Effective Date and Term.

- (a) The initial term of this Agreement shall commence on January 1, 2017 (the "Effective Date") and end at midnight on December 31, 2021. Each calendar year of the term shall be considered a "Service Year" hereunder. At the end of the initial term, and at the end of such subsequent renewal term, this Agreement shall be automatically renewed for an additional term of five (5) year terms unless (i) either party elects to terminate this Agreement by giving the other party at least one (1) year's advance written notice of termination, in which event this Agreement shall terminate at the expiration of the then current term; or (ii) this Agreement is terminated pursuant to any other provision set forth herein.
- (b) This MOU shall not be a binding agreement but shall set forth the understanding of the mutual intentions of the parties regarding the provision of fire protection services within the area now served by the Fire Association. Each party understands and acknowledges that this is a non-binding MOU, and does not create a binding contract and does not in any manner obligate any of the parties hereto to consummate the transaction described herein. This MOU is only intended to be an expression of the parties' respective intentions and interests and their willingness to continue to negotiate to reach definitive agreements regarding the provision of fire protection services. This Letter of Intent cannot be relied on by the parties as constituting any final agreement or contract.

IN WITNESS WHEREOF, the Chairman of the Board of Directors of the Washington Rural Fire Association has affixed his or her signature on behalf of the Fire Association and the

Secretary has affixed his or her signature in attestation thereof hereto this ____ day of _____, 201_.

WASHINGTON RURAL
FIRE ASSOCIATION

By: _____
Chairman, Board of Directors

ATTEST:

Secretary

IN WITNESS WHEREOF, the Mayor of the City of Washington has affixed her signature on behalf of the City and the City Clerk has affixed her signature in attestation thereof and the City Seal has been affixed hereto this ____ day of _____, 201_.

CITY OF WASHINGTON

By: Sandy Lucy
Mayor

(SEAL)
ATTEST:

Mary Trentmann, City Clerk