

BY: Councilmember Luther
 FIRST READING: July 17, 2024
 SECOND READING: August 7, 2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A CONSENT FOR ENTRY & ACCESS TO RIVERWOODS PARK AND TRAIL PROPERTY, SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT A, BETWEEN THE CITY OF BRIDGETON, MISSOURI AND THE WEST LAKE LANDFILL OU-1 AND OU-3 RESPONDENTS IN ORDER FOR THE WEST LAKE LANDFILL OU-1 AND OU-3 RESPONDENTS TO ACCESS THE PROPERTY, AS MORE PARTICULARLY DESCRIBED IN THE AGREEMENT.

WHEREAS, the City of Bridgeton, Missouri ("Bridgeton") desires to execute a Consent for Entry & Access to Property with the West Lake Landfill OU-1 and OU-3 Respondents ("OU-1 and OU-3 Respondents"), substantially in the form attached hereto as Exhibit A (the "Consent for Entry & Access to Property"), in order to allow the OU-1 and OU-3 Respondents to access the Property as party of an investigation at the West Lake Landfill NPL site, as more particularly described in the Consent for Entry & Access to Property.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council does hereby find and determine that it is in Bridgeton’s best interests to enter into the Consent for Entry & Access to Property with the OU-1 and OU-3 Respondents, substantially in the form attached hereto as Exhibit A.

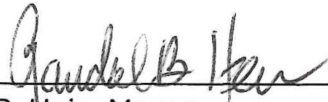
SECTION 2. The City Council hereby authorizes the Mayor and the City Clerk to execute the Consent for Entry & Access to Property, substantially in the form attached hereto as Exhibit A, and such other documents as are reasonably related thereto.

SECTION 3. The City Council hereby authorizes the Mayor, the City Clerk, and the Administrative Assistant to take such actions as they may deem necessary or advisable in order to carry out and perform the provisions and purposes of this Ordinance, and to carry out, comply with, and perform the duties of Bridgeton with respect to the Consent for Entry & Access to Property.

SECTION 4. This Ordinance will be in full force and effect from and after its passage and approval.


PASSED THIS 7th DAY OF AUGUST, 2024

APPROVED THIS 7th DAY OF AUGUST, 2024



Randal B. Hein, Mayor

ATTEST:



Karen Robinson, MRCC-S/CMC
City Clerk

EXHIBIT A

Consent for Entry & Access to Property Agreement

**CONSENT FOR ENTRY & ACCESS
TO PROPERTY**

NAME OF PERSON COMPLETING FORM: Randal B. Hein

TITLE OF PERSON COMPLETING FORM: Mayor

LEGAL NAME OF ENTITY WITH WHICH PERSON COMPLETING FORM IS AFFILIATED:

City of Bridgeton

RELATIONSHIP TO PROPERTY (Owner, Tenant, Lessee, etc.): _____

ADDRESS OF PROPERTY: 13998 St Charles Rock Rd, Bridgeton, MO 63044 (Approximate; see Exhibit A)

CONTACT PHONE NUMBER: 314-739-7666 CONTACT EMAIL:
mayor@bridgetonmo.gov

I, the undersigned, am the representative of the owner of the business located at the real property at the location described above (the "Property") and am legally authorized to enter into this Agreement ("Owner"). The West Lake Landfill OU-1 and OU-3 Respondents ("OU-1 and OU-3 Respondents"), at the request of the United States Environmental Protection Agency ("USEPA"), have requested entry and access to the Property as part of an investigation at the West Lake Landfill NPL Site. Owner grants the OU-1 and OU-3 Respondents the USEPA, and the State of Missouri, including their respective officers, employees, agents, contractors, authorized representatives ("Authorized Parties") a non-exclusive, revocable license to enter the Property at reasonable times under the terms and conditions of this Agreement solely for the following purpose:

1. The collection of such water, soil, and/or groundwater sample measurements as may be determined to be necessary (in accordance with the USEPA-approved sampling plans), including installation and maintenance of groundwater monitoring wells (MW-519-A1, MW-519-A2 and MW-519-B1 monitoring wells) on the Property (the "Work"). The location of these monitoring wells is shown on the attached Exhibit A.

Terms and Conditions:

1. The Authorized Parties will provide at least one week (7 days) advance written notice containing in reasonable detail the work to be performed (including but not limited to where the work is to occur) via email to Robert Gunn, at rgunn@bridgetonmo.com. Such notice shall include a reasonably detailed description of the work OU-1 and OU-3 Respondents intend to perform for the particular entry. Owner may, in its sole and absolute discretion, object to the work, or any part of it, prior to 48 hours in advance of the entry date. Upon such objection, OU-1 and OU-3 Respondents and Owner shall discuss the work to determine a mutually acceptable work scope and procedure for the particular entry. In no event will Owner be obligated to accept sampling of the Property for any constituents other than those specified in the USEPA approved Work Plan documents.

2. OU-1 and OU-3 Respondents shall provide Owner with all validated laboratory data obtained by Authorized Parties in connection with the Work conducted on the Property by delivering to Robert Gunn, Director of Public Works at rgunn@bridgetonmo.com, 12355 Natural Bridge Road, Bridgeton, MO 63044.
3. Authorized Parties shall endeavor to minimize interference with the activities of Owner or the use and enjoyment of the Property by its Owner.
4. Authorized Parties shall perform the Work and restore the Property as near as is practicable to its former condition at Authorized Parties sole cost and expense, and the Owner shall not be obligated to pay any costs or expenses associated with the performance of the Work. Upon completion of the Work and approval from USEPA, the Authorized Parties will remove all of their material and equipment from the Property and plug any monitoring wells with bentonite grout in accordance with state and local laws, regulations and ordinances, and restore the Property as near as practicable to its condition immediately prior to the commencement of such activities.
5. Owner agrees to reasonably cooperate with the Authorized Parties regarding locating and marking underground structures and utilities, access to the Property and the Work, which will be conducted at no expense to Owner.
6. Authorized Parties shall conduct the Work in compliance with applicable federal, state and local laws, regulations and ordinances, including implementing appropriate traffic control and site safety measures.
7. Authorized Parties shall enter upon the Property at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement.
8. Authorized Parties shall not dispose of or store any hazardous materials or substances on the Property.
9. Authorized Parties shall defend, indemnify, and hold the Owner harmless from any and all liabilities, losses, expenses, injuries, damages, demands, suits, and claims (including Owner's attorneys fees) relating to, in connection with, or arising out of the Work or Authorized Parties' access to the Property.
10. Authorized Parties shall maintain liability insurance to protect the Owner in connection with Work and Authorized Parties' access to the Property, including (a) comprehensive Commercial General Liability Insurance covering products and contractual liability, bodily injury, personal injury and property damage with combined single limits of a minimum of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, (b) Automobile Liability Insurance including all autos and on-site and off-site operations with combined single limits of a minimum of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; (c) Professional Errors and Omissions Insurance with combined single limits of a minimum amount of ONE MILLION DOLLARS (\$1,000,000) per occurrence; and (d) Worker's Compensation insurance (statutory amounts). All such

insurance (except Worker's Compensation and professional errors and omissions insurance) shall name Owner as an additional insured, and shall be written on an occurrence basis. The Owner shall be added as additional insured on the comprehensive general liability policy. Prior to commencement of any Work hereunder, the Authorized Parties shall provide the Owner with copies of certificates of insurance evidencing coverage required.

11. This Consent shall terminate three years from the date of Owner's signature below unless renewed.

The Owner hereby grants to OU-1 and OU-3 Respondents a non-exclusive, revocable license for Authorized Parties to enter upon the Property for purposes of conducting Work upon the Property, subject to the provisions of this Agreement. Owner may revoke its consent to access by giving 30 days advance written notice to:

West Lake Landfill OU-1 and OU-3 Respondents
ATTENTION: Paul Rosasco
Engineering Management
Support, Inc. (EMSI)25923
Gateway Drive
Golden, CO 80401

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties have executed this agreement as of the latest date below written.

CITY OF BRIDGETON, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri

By:

Randal B. Hein, Mayor

Date :

(SEAL)

ATTEST :

Karen Robinson, MRCC-S/CMC
City Clerk

WEST LAKE LANDFILL OU-1 and OU-3 RESPONDENTS

By: _____
Paul Rosasco, EMSI, Designated Project Coordinator

Date: _____

Contact Phone: (303) 808-7227
Contact Email: paulrosasco@emsidenver.com

[Signature page to Consent for Entry & Access to Property]

Exhibit A
Well Locations
[See attached]