

BILL NO. 24-38

ORDINANCE NO. 5487

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH WATSON OFFICE BUILDING, INC., TO SHARE THE COST OF THE WATSON INDUSTRIAL WALL REPLACEMENT PROJECT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

---

WHEREAS, on April 29, 2024, the City of Crestwood, Missouri (the “City”) issued a request for proposals for replacement of the retaining wall located upon 9131 Watson Industrial Park and upon Watson Industrial Park Road (the “Project”); and

WHEREAS, City Staff recommended JTL Landscaping, LLC, for the Project; and

WHEREAS, JTL Landscaping, LLC has projected the cost of the Project to be \$40,028.00; and

WHEREAS, the City wishes to enter into a cost-sharing agreement with Watson Office Building, Inc., the record owner of 9131 Watson Industrial Park, to share the cost of the Project, since a portion of the retaining wall is situated upon 9131 Watson Industrial Park; and

WHEREAS, Watson Office Building, Inc. has agreed to pay \$10,000.00 toward the Project; and

WHEREAS, the Board of Aldermen finds that there is an important municipal purpose for the Project, inasmuch as the retaining wall is in dilapidated condition, is unsightly and potentially dangerous, and its continued deterioration threatens the structural stability of Sappington Cemetery, which is owned by the City, and is an important cultural landmark; and

WHEREAS, contemporaneously herewith, the Board of Aldermen has approved ordinances granting a temporary construction easement in favor of the City upon 9131 Watson Industrial Park for performance of the repair work upon the portion of the retaining wall situated

on 9131 Watson Industrial Park, temporary and permanent easements in favor of the City for performance of the repair and maintenance of the portion of the retaining wall situated on Watson Industrial Park Road, and approving an agreement with JTL Landscaping, LLC for the repair of the retaining wall; and

WHEREAS, the Board of Aldermen finds the proposed cost-sharing agreement with Watson Office Building, Inc. to share costs for the repair the retaining wall to be reasonable.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CRESTWOOD, MISSOURI AS FOLLOWS:

SECTION 1: An agreement with Watson Office Building, Inc. to share in the cost of the replacement of the retaining wall upon 9131 Watson Industrial Park and upon Watson Industrial Park Road is hereby approved, in substantially the form attached hereto as Exhibit A, and made a part hereof.

SECTION 2: This Ordinance shall not become effective unless and until the Board of Aldermen approves ordinances authorizing the following: (i) a temporary construction easement agreement between the City and Watson Office Building, Inc., as the owner of 9131 Watson Industrial Park; (ii) an easement agreement between the City and the Watson Industrial Park Association for the replacement and maintenance of the portion of the retaining wall within the roadway; and (iii) an agreement between the City and JTL Landscaping, LLC to repair the retaining wall. If ordinances approving each of these agreements are not approved by the Board of Aldermen, this Ordinance shall be null and void.

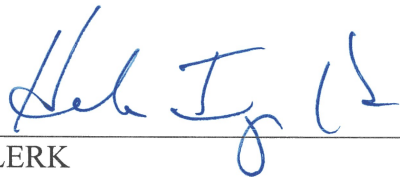
SECTION 3: The Mayor, City Administrator and City Clerk are hereby authorized and directed to take further action as may be reasonably necessary to carry out the intent of this Ordinance.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor, and upon the passage of the Ordinances approving agreements identified in Section Two of this Ordinance.

PASSED AND SIGNED this 24th day of September, 2024.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED this 24th day of September, 2024.

  
\_\_\_\_\_  
MAYOR

**EXHIBIT A**

[ *insert cost-sharing agreement* ]

**AGREEMENT TO SHARE COSTS OF  
RETAINING WALL REHABILITATION PROJECT**

THIS AGREEMENT (the "Agreement") is made and entered into this 24<sup>th</sup> day of September, 2024 (the "Effective Date") by and between the City of Crestwood, Missouri (the "City"), and Watson Office Building, Inc. ("Watson Office Building," and each a Party and collectively the "Parties").

WHEREAS, the City is a constitutional charter city of the state of Missouri; and

WHEREAS, Watson Office Building is a corporation established and existing under the laws of the State of Missouri; and

WHEREAS, Watson Office Building is the owner of real property commonly known as 9131 Watson Industrial Park (the "Property"), upon which a portion of a retaining wall that is necessary to provide lateral and/or subjacent support to adjacent parcels, including a cemetery owned and operated by the City; and

WHEREAS, the remainder of the retaining wall is situated upon Watson Industrial Park Road, a private road (the "Road") owned by the Watson Industrial Park Association; and

WHEREAS, the City and Watson Office Building desire to repair the retaining wall, which is presently in a state of disrepair; and

WHEREAS, the City, in accordance with its purchasing policies, has, contemporaneously herewith, entered into an agreement with JTL Landscaping, LLC, to complete the project for \$35,028, plus a construction contingency of \$5,000.00, for a total cost of \$40,028.00 (the "Contract"); and

WHEREAS, contemporaneously herewith, the City has entered into an agreement with Watson Office Building to obtain a temporary construction easement upon the Property to repair the portion of the retaining wall situated upon the Property, and a separate agreement with the Watson Industrial Park Association to obtain a temporary construction easement upon the Road to repair the portion of the retaining wall situated upon the Property, and a permanent easement to maintain the portion of the retaining wall situated upon the Road; and

WHEREAS, the parties have agreed to split the cost of repairing the retaining wall, with Watson Office Building paying \$10,000.00, and the City paying the remainder; and

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

1. The City shall be responsible for paying the cost of work pursuant to the Contract between the City and JTL Landscaping, LLC.

2. Within thirty (30) days of the Effective Date of this Agreement, Watson Office Building shall pay to the City the sum of \$10,000.00, as partial reimbursement for the cost of work as set forth in Paragraph 1.
3. Within ten (10) days of receipt by the City of the sum set forth in Paragraph 2 of this Agreement, the City shall notify its municipal prosecuting attorney that a satisfactory resolution has been reached with Watson Office Building as to the City ordinance violations alleged in case numbers 2227-MU00002, and 2227-MU00013, pending in the Crestwood Municipal Division of the Circuit Court of St. Louis County, Missouri.
4. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered if by personal delivery, (b) on the next business day if sent by overnight delivery, or (c) two business days after sent by certified mail or registered mail, return receipt requested, postage prepaid, addressed as follows: (i) to the City, 1 Detjen Drive, Crestwood, Missouri 63126, Attn: City Administrator; (ii) to Watson Office Building at 9131 Watson Industrial Park, Suite 107, Crestwood, Missouri 63126, Attn: Dennis Hundman; and (iii) or to such other address as shall be furnished in writing by either party to the other party.
5. GOVERNING LAW. This Agreement shall be governed by and subject to the laws of the State of Missouri, without regard to its conflicts of law provisions. Any lawsuit related to This Agreement shall be filed only in the Circuit Court of St. Louis County, Missouri, or in the Eastern Division of the U.S. District Court for the Eastern District of Missouri.
6. THIRD-PARTY BENEFICIARIES. This Agreement is entered into for the benefit of the City and Watson Office Building and no other party, and may only be enforced by City and Watson Office Building. This Agreement shall not be construed as an agreement entered into for the benefit of any third party. Nothing in this Agreement shall be construed as creating any contractual relationship between the City and any subcontractor, joint-venture partner, consultant, or supplier.
7. ATTORNEY'S FEES. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover their costs and reasonable attorneys' fees associated with enforcement of this agreement.
8. 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.
9. 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 Watson Office Building.
10. COUNTERPARTS. This Agreement may be executed by the Parties in counterparts which, taken together, shall be deemed on and the same instrument. Any copy of this Agreement will have the same full force and effect as the original.

[ remainder of this page intentionally left blank ]

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

**CITY OF CRESTWOOD, MISSOURI**

BY: Scott Shipley  
Mayor

ATTEST:  
Heidi J. [Signature]  
City Clerk

**WATSON OFFICE BUILDING, INC:**

\_\_\_\_\_  
By: Dennis Hundman, President

DATE SIGNED:  
\_\_\_\_\_

*City of Crestwood's Representative in receipt of signed contract:*  
\_\_\_\_\_

*Date City of Crestwood received signed contract:*  
\_\_\_\_\_