

**FILED**

APR 25 2024

JEANNIE GOFF  
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0425

ORDINANCE NO.: 24-0202

INTRODUCED BY: COUNCIL MEMBER(s) Groeteke

1           **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**  
2           **ENTER INTO AN AGREEMENT, BY AND BETWEEN JEFFERSON COUNTY,**  
3           **MISSOURI, AND MISSOURI DEPARTMENT OF NATURAL RESOURCES,**  
4           **FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A**  
5           **STREAMGAGE SYSTEM ON COUNTY-OWNED PROPERTY, LOCATED IN**  
6           **COUNCIL DISTRICT 6.**

7           **WHEREAS,** Jefferson County Public Works (hereafter, "County") who has been  
8           approached by Missouri Department of Natural Resources, (hereafter, "MoDNR") has  
9           requested access to a permanent two-lane bridge owned by the County, for purposes of  
10          installation and maintenance of a streamgage monitoring station over Joachim Creek. The  
11          bridge is located on Hardin Road, fifty feet from the intersection of Hardin Road and  
12          State Highway V, and crosses over Joachim Creek at coordinates 38.081895° latitude and  
13          -90.531627° longitude; and,

14          **WHEREAS,** the streamgage monitoring stations to be deployed by MoDNR  
15          comprise a radar sensor, an enclosure for the datalogger, a web camera, and a solar panel.  
16          These components are attached to the bridge or mounted to a pole to the side of the  
17          bridge.; and,

1           **WHEREAS**, Missouri Department of Natural Resources, Missouri Geological  
2 Survey is responsible for the monitoring of surface water quantity of Missouri streams in  
3 accordance with Section 256.060, RSMo, and seeks to establish a network of streamgage  
4 monitoring stations throughout the State of Missouri; and,

5           **WHEREAS**, the Jefferson County Engineer along with Jefferson County  
6 Stormwater Division has inspected and reviewed the site and agreement and,

7           **WHEREAS**, the Public Work Director recommends that the County should  
8 authorize and approved this agreement with Missouri Department of Natural Resources  
9 for the installation of the streamgage for data and water quality monitor which will allow  
10 faster and more accurate information on flooding and water protection; and,

11           **WHEREAS**, Jefferson County, Missouri finds it is in the best interest of the  
12 County to enter into a Site Access Agreement For Streamgage Monitoring Agreement  
13 with the Owners for the required scope of work to be completed. A copy of said  
14 Agreement is attached hereto as Exhibit "A".

15           **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**  
16 **COUNCIL, AS FOLLOWS:**

17           Section 1:    The Jefferson County, Missouri, Council authorizes the County  
18 Executive to execute the Site Access Agreement for Streamgage Monitoring on behalf of  
19 Jefferson County. A copy of said Agreement is attached hereto as Exhibit "A" and  
20 incorporated by reference.

1           Section 2:     A copy of the Agreement shall be maintained by the Department of  
2 the County Clerk consistent with the rules and procedures for the maintenance and  
3 retention of records as promulgated by the Secretary of State.

4           Section 3:     This Ordinance shall be in full force and effect from and after its  
5 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
6 shall not affect the remainder of this Ordinance.

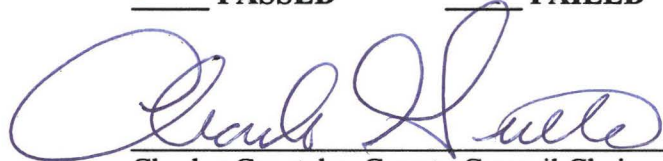
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**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 22 DAY OF April, 2024:

**PASSED**  **FAILED**



Charles Groeteke, County Council Chair



Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24 DAY OF April, 2024.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
Dennis J. Gannon, County Executive

**ATTEST:**

  
\_\_\_\_\_  
Jeanne Goff, County Clerk

BY: 

Reading Date: 04-22-2024



# Jefferson County, Missouri

Maple Street Annex  
725 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

Dennis Gannon  
County Executive

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## DEPARTMENT OF PUBLIC WORKS

**Jason Jonas, P.E. – Director**  
**Daniel Naunheim, P.E. – Deputy Director**

Telephone: 636-797-5340 · Fax: 636-797-5565  
Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Cecil Vivrett  
Highway Superintendent  
636-797-5427

Kurt Wengert, P.E.  
Technical Division  
636-797-5570

Christina Mareschal  
Light Fleet Manager  
636-797-5399

Doyle Chilton  
Heavy Fleet Manager  
636-797-6378

Matt Stinchcomb  
Facility Services Manager  
636-797-5574

Mike Cook  
Stormwater Manager  
636-797-6318

## PROPOSED BILL MEMORANDUM

To: County Executive, Director of Administration

From: Jason Jonas, Director of Department of Public Works

Date: 04/2/2024

Subject Matter of Proposed Bill: Execute a Right of Entry Agreement along Antire Road

Council Districts: Affected: 6

County Department(s) Affected: Public Works

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## SUMMARY

The County has been approached by Missouri Department of Natural Resources about entering into an agreement to be a pilot program to allow streamgage sensors to be installed to assist Jefferson County Stormwater Division and Missouri Geological Survey who responsible for the monitoring of surface water quantity of Missouri streams in accordance with Section 256.060, RSMo, and seeks to establish a network of streamgage monitoring stations throughout the State of Missouri;

The Missouri Department of Natural Resources has requested access to a permanent two-lane bridge owned by the County, for the purposes of installation and maintenance of a streamgage monitoring station over Joachim Creek. The bridge is located on Hardin Road, fifty feet from the intersection of Hardin Road and State Highway V, and crosses over Joachim Creek at coordinates 38.081895° latitude and -90.531627° longitude.

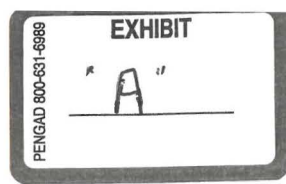
The streamgage monitoring stations to be employed by MoDNR comprise a radar sensor, an enclosure for the datalogger, a web camera, and a solar panel. These components are attached to the bridge or mounted to a pole to the side of the bridge.



**ORDINANCE NO.**

24-0202

**SITE ACCESS AGREEMENT FOR STREAMGAGE MONITORING**



THIS AGREEMENT is entered into between Jefferson County (hereinafter “County” or “Owner”), the governing body of Jefferson County in the State of Missouri, and the Missouri Department of Natural Resources (hereinafter “Department” or “MoDNR”), an executive agency of the State of Missouri, and is effective as of the date of the last signature below.

WHEREAS, MoDNR’s Missouri Geological Survey is responsible for the monitoring of surface water quantity of Missouri streams in accordance with Section 256.060, RSMo, and seeks to establish a network of streamgage monitoring stations throughout the State of Missouri;

WHEREAS, the streamgage monitoring stations to be employed by MoDNR comprise a radar sensor, an enclosure for the datalogger, a web camera, and a solar panel. These components are attached to the bridge or mounted to a pole to the side of the bridge.

WHEREAS, MoDNR has requested access to a permanent two-lane bridge owned by the County, for purposes of installation and maintenance of a streamgage monitoring station over Joachim Creek. The bridge is located on Hardin Road, fifty feet from the intersection of Hardin Road and State Highway V, and crosses over Joachim Creek at coordinates 38.081895° latitude and -90.531627° longitude.

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

- (1) DEPARTMENT RESPONSIBILITIES: The Department agrees to:
  - a. Maintain the streamgage and the data gathering equipment in manner that does not create a safety hazard.
  - b. Hold the Owner harmless for any vandalism to the streamgage monitoring station that is caused by other parties.
  - c. Remove the monitoring equipment if the Department determines that the site is no longer desirable as an observation site.
  - d. Restore the site to a neat and clean condition if the Department removes the monitoring equipment for any reason.
  - e. Be responsible for all costs associated with the maintenance and removal of the streamgage monitoring station.
  
- (2) OWNER RESPONSIBILITIES: The Owner agrees to:
  - a. Authorize MoDNR and its authorized representatives to enter and access the Owner’s property described above, including rights of ingress and egress, for purposes of installation, monitoring, and maintenance of MoDNR’s stream monitoring station.
  - b. Allow the streamgage monitoring station located on the Owner’s property to remain in use for as long as this Agreement remains in effect.
  - c. Allow the Department to upgrade the data collection and communication equipment at the existing streamgage monitoring station located on the Owner’s property, so long as such upgrade does not create a safety hazard or

- interfere or impact any Owner operations being conducted at this particular site.
- d. Not unduly restrict or prevent MoDNR from accessing the stream monitoring station.
  - e. Not interfere or tamper with the stream monitoring station or equipment.
- (3) **RESPONSIBILITY:** To the extent provided by Missouri law, and in no way to be construed as any waiver or limitation of the doctrines of sovereign, official, or other governmental immunities, the Department will be responsible for its own acts and omissions in connection with the performance of the terms and conditions of this Agreement.
  - (4) **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 representatives of the Department and the County.
  - (5) **OWNER REPRESENTATIVE:** The Owner may designate by written notice other persons having the authority to act on behalf of the Owner in furtherance of the performance of this Agreement.
  - (6) **DEPARTMENT REPRESENTATIVE:** The Program Director of the Department's Water Resources Center is designated as the Department's representative for the purpose of administering this Agreement. The Department's representative may designate by written notice other persons having the authority to act on behalf of the Department in furtherance of the performance of this Agreement.
  - (7) **ASSIGNMENT:** Except for any governmental reorganization authorized by law, the Department and the Owner shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the other party to the Agreement.
  - (8) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. Both parties shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.
  - (9) **MODIFICATION OR TERMINATION:** The Department and Owner may terminate or modify this Agreement at any time by written agreement. If termination is initiated by the County, the Department shall be given 30 days to access the property and remove the streamgage monitoring station, returning the site to a neat and clean condition. The Department may end this Agreement upon notice to the County and by removing the streamgage monitoring station as described above.



- (10) NOTICES: Any notice or other communication required or permitted to be given in writing hereunder shall be delivered by United States mail, regular mail postage prepaid, or by email, as follows, or to such other place as the parties may designate in accordance with this Agreement:

Program Director, Water Resources Center  
Missouri Department of Natural Resources  
P. O. Box 176  
Jefferson City, MO 65102-0176  
mowaters@dnr.mo.gov

To Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

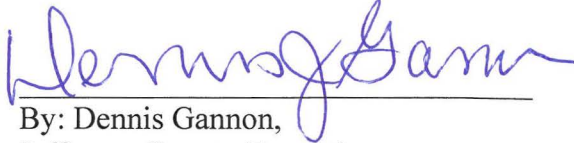
- (11) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- (12) SUCCESSORS AND ASSIGNS: The provision of this Agreement shall apply to and be binding upon the parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, corporations, and any persons acting under, through or for the parties agreeing hereto.
- (13) PERMITS: The Department shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to operate, maintain, and/or upgrade the streamgage monitoring station.
- (14) This Agreement may be signed and transmitted in counterparts and/or electronically.

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

**MISSOURI DEPARTMENT OF  
NATURAL RESOURCES**

**JEFFERSON COUNTY, MISSOURI**

\_\_\_\_\_  
By: Erin Fanning, Program Director  
Water Resources Center

  
\_\_\_\_\_  
By: Dennis Gannon,  
Jefferson County Executive

\_\_\_\_\_  
Date

4-24-24  
\_\_\_\_\_  
Date