

**COUNCIL WORKSHOP MEETING
MONDAY, FEBRUARY 6, 2023 – 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 January 3, 2023 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

3. REPORT OF DEPARTMENT HEADS:

A. Communications Department -

a. 9-1-1

Discussion

B. Community & Economic Department -

a. Oldenburg Park Annexation Correction

Discuss-Send to Council

C. Engineering Department -

a. Street Pavement Strategy

Discussion

b. High Street Project Budget Amendment

Discuss-Send to Council

c. The Meadow at Koch Farm Maintenance Bond Contract

Discuss-Send to Council

d. 1400 Jefferson, LLC Easement Deed

Discuss-Send to Council

e. Union Electric Easement Deed

Discuss-Send to Council

f. Rabbit Trail CMQ Application

Discuss-Send to Council

D. Fire Department –

a. Union Pacific Railroad Parking License Agreement

Discuss-Send to Council

E. Parks Department -

a. 2023 Aquatic Complex Visit Card Promotion

Approve/Mayor

b. Boat Dock Repair – Labor Proposal

Discuss-Send to Council

c. Boat Dock Repair – Materials Estimate

Discuss-Send to Council

d. Skate Park Concrete and Fence Agreement

Discuss-Send to Council

e. Phase III Rotary Riverfront Trail Expansion

Discuss-Send to Council

F. Police Department -

a. Purchase of New Patrol Vehicles

Discuss-Send to Council

b. Purchase of Equipment for New Patrol Vehicles

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
TUESDAY, JANUARY 3, 2023**

The Council Workshop Meeting was held on Tuesday, January 3, 2023 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	Absent
		Duane Reed	Present
	Ward II	Mark Hidritch	Present
		Mark Wessels	Absent
	Ward III	Chad Briggs	Present
		Jeff Patke	Present
	Ward IV	Mike Coulter	Present
		Joe Holtmeier	Present

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Finance Director	Mary Sprung
	Street Superintendent	Tony Bonastia
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Emergency Management Director	Mark Skornia
	Communications Director	Jennifer Brune
	Fire Chief	Tim Frankenberg
	Police Chief	Jim Armstrong

Approval of Minutes

A motion to approve the minutes from the December 5, 2022 Workshop meeting as presented made by Patke, seconded by Holtmeier, passed without dissent.

Report of Department Heads

A. Communications Department –

a. 9-1-1 Contract Update

City Administrator Darren Lamb, Fire Chief Tim Frankenberg and Communications Director Jennifer Brune updated Council on the 9-1-1 Contract. After discussion, a motion to send it onto Council for the January 17, 2023 City Council Meeting made by Wessels, seconded by Briggs, passed without dissent.

January 3, 2023

B. Parks Department -

a. Proposed Marijuana Tax

Parks and Recreation Commission Member Sparky Stuckenschneider addressed the Council regarding adding additional sales tax for the sale of marijuana and asked Council to vote in favor of placing this tax on the April 4, 2023 Ballot.

City Administrator Darren Lamb stated on the record, "I know that I've talked with a couple of you, the Mayor and I have had a couple of conversations. Another purpose of the tax what we could use, and I'm not saying that it has to be half whatever, but a portion of that we would like to go ahead and see for our dispatching. You have Prop P funds that you currently have now with the sales tax dedicated for your officers' salaries and we supplement that with those funds that we receive from the County. We would also like to see if we could use a portion of that to go and help with dispatching for the salaries for those to keep them competitive."

After discussion, a motion to send it onto Council made by Patke, seconded by Coulter, passed without dissent.

Miscellaneous

*Finance Director Mary Sprung shared with Council a map of the City of Washington, which was a Christmas gift from Enterprise Fleet Management.

Adjournment

With no further business to discuss, a motion to adjourn made at 6:26 p.m. by Holtmeier, seconded by Patke passed without dissent.

January 3, 2023



January 17, 2023

Honorable Mayor and City Council
Washington, MO

Re: 911 Update

Honorable Mayor and City Council,

On January 4th I met with Abe Cook from Franklin County and Todd Karl from AT&T to review the numbers for 911 equipment charges. After reviewing the numbers there were items that were not included in our contract directly with AT&T which caused a significant financial increase for the City to contract directly with AT&T. The additional costs are as follows:

9-1-1 Circuits- \$468.00 monthly with a one-time cost of \$2,160.00

ALI Circuits- \$230.00 monthly with a one-time cost of \$380.00

DNs- \$69.51 monthly

The total over 5 years including these costs for the City of Washington to contract with AT&T directly is \$341,444.13 The total cost over 5 years for the City of Washington to contract with Franklin County provided at this meeting is \$290,457.61 (difference of \$50,986.52. This number could change if group discount of \$15,835.28 is removed).

After further review of the offer provided by county and contracting directly with AT&T, it would be fiscally prudent to go with the county's offer.

Sincerely,

Jennifer Brune

Director of Communications

3Aa



January 24, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

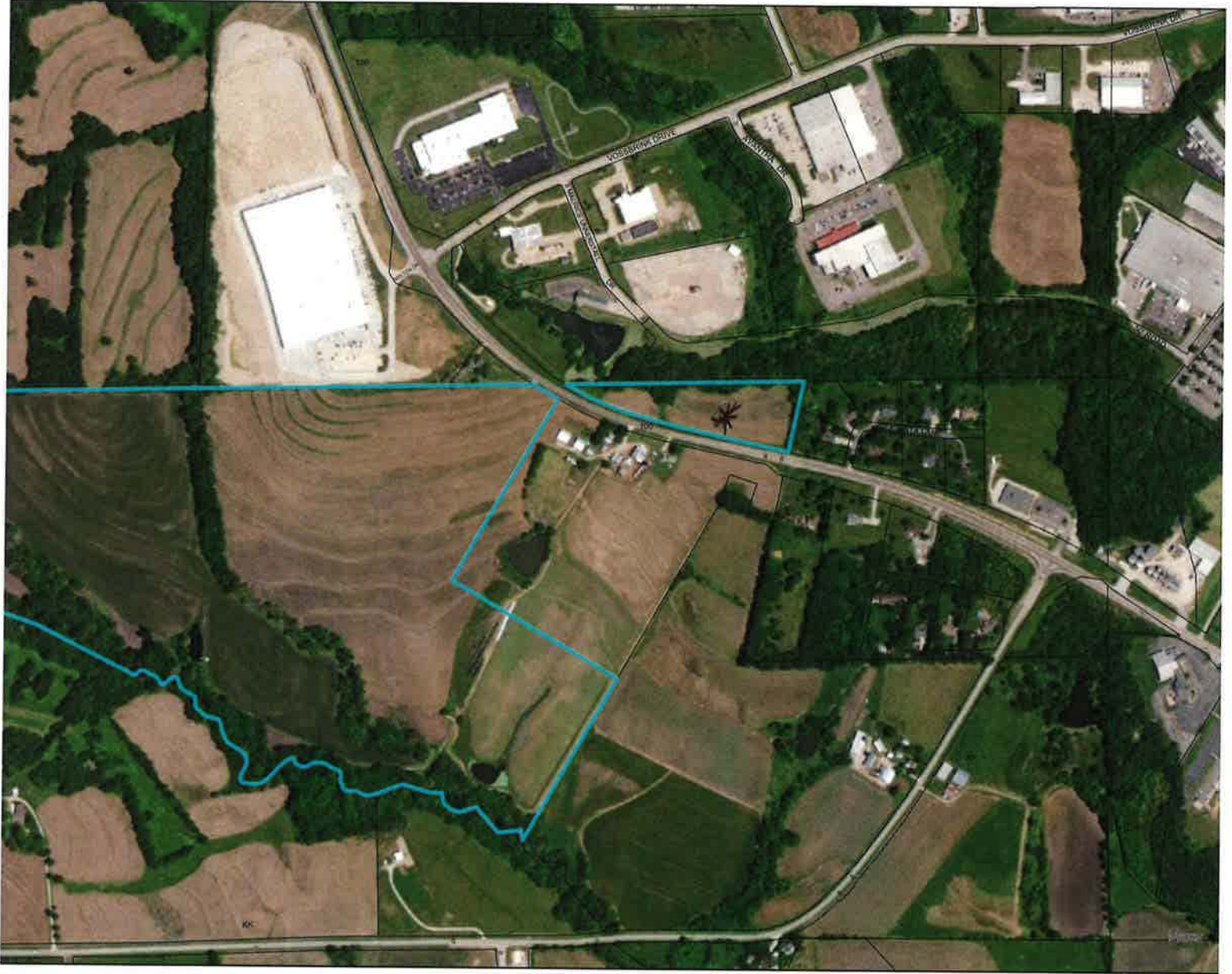
Re: Oldenburg Park Annexation Correction

Mayor & City Council,

On your agenda for the February 6, 2023 meeting is an ordinance correcting a mistake in the annexation of Oldenburg Industrial Park. The parent parcel included land on both sides of the highway, however, the legal description was missing the 5 acres to the north of the Highway. This corrected ordinance will allow the County to update their maps to annex that portion as well.

Sincerely,

Sal Maniaci
Community and Economic Development Director



3Ba

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING EXHIBIT A OF ORDINANCE NO. 21-13459 BEING AN ORDINANCE ANNEXING APPROXIMATELY 115 ACRES OF THE WATERMAN FARM AS M-2, HEAVY INDUSTRIAL, INTO THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

Whereas, on December 20, 2021 the City Council of the City of Washington, Missouri passed Ordinance No. 21-13459 being an Ordinance Annexing Approximately 115 acres of the Waterman Farm as M-2, Heavy Industrial, into the City of Washington, Franklin County, Missouri; and

Whereas, said Ordinance included as Exhibit A a description of the property to be annexed that unintentionally omitted approximately 5.57 acres, more or less; and

Whereas, the City Council followed all of the prerequisites to annexation of the entire approximately 115 acres, but the Ordinance only described 109.81 acres, more or less; and

Whereas, the City Council deems it necessary and appropriate to amend Ordinance No. 21-13459 to include the omitted property.

Now Therefore, Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: Exhibit A of Ordinance No. 21-13459 is hereby amended to read as follows:

SECTION 2: The boundaries of the City of Washington, Missouri, are hereby altered to encompass the tracts of land described in Exhibit A of this Ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 3: Pursuant to the provisions of Section 71.014 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri, and zoned M-2, Heavy Industrial.

SECTION 4: The City Clerk of the City of Washington is hereby ordered to have three (3) certified copies of this ordinance filed with the Franklin County Clerk.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: 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 A

Legal Description of the Subdivision Property

TRACT I

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO WATERMAN FARMS, INC. BY DEED RECORDED IN BOOK 1232, PAGE 565 OF THE FRANKLIN COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STONE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST, THENCE N88°57'55"E ALONG THE EAST-WEST CENTERLINE OF SECTION 18, 952.36 FEET TO A POINT ON THE EAST LINE OF LOT 4 OF THE PLAT OF HICKORY CREEK EAST AS RECORDED IN PLAT BOOK N, PAGE 654 OF SAID RECORDER OF DEEDS OFFICE AND THE NORTHWEST CORNER OF THE SAID WATERMAN FARMS, INC PARCEL AND THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE EAST-WEST CENTERLINE OF SECTION 18, N88°57'55"E 2915.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO UNNERSTALL LP BY DEED RECORDED AS DOCUMENT NO. 1904302 OF SAID RECORDER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100, FROM WHICH AN IRON ROD AT THE NORTHWEST CORNER OF LOT 2 OF THE PLAT OF BAKER ESTATES PLAT 3 AS RECORDED IN PLAT BOOK N, PAGE 179 OF SAID RECORDER OF DEEDS OFFICE BEARS N88°57'55"E 1354.60 FEET; THENCE ALONG SAID RIGHT OF WAY LINE, 152.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2128.07 FEET, AND A CHORD THAT BEARS S59°49'03"E 152.50 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND CROSSING SAID WATERMAN FARMS, INC. PARCEL, S30°03'53"W 1018.87 FEET; THENCE S59°56'07"E 950.95 FEET TO A POINT ON THE WESTERN LINE OF THAT PARCEL CONVEYED TO HILKE BY DEED RECORDED AS DOCUMENT NO. 20031804 OF SAID RECORDER OF DEEDS OFFICE; THENCE ALONG THE WESTERN LINE OF SAID HILKE PARCEL, S30°03'53"W 932.37 FEET TO A POINT IN THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK, N10°45'31"W 46.40 FEET; THENCE S84°08'28"W 113.86 FEET; THENCE N40°52'02"W 162.24 FEET; THENCE S73°37'42"W 85.57 FEET; THENCE N73°30'46"W 46.09 FEET; THENCE N50°57'18"W 43.59 FEET; THENCE N11°33'21"W 51.87 FEET; THENCE N86°07'45"W 68.74 FEET; THENCE N73°15'45"W 131.49 FEET; THENCE S69°08'44"W 136.32 FEET; THENCE N57°11'31"W 328.33 FEET;

THENCE S78°00'03"W 228.22 FEET; THENCE N65°35'10"W 283.16 FEET; THENCE N38°58'59"W 181.92 FEET; THENCE N48°49'28"W 227.65 FEET; THENCE N54°02'50"W 174.04 FEET TO A 24" OAK TREE; THENCE N63°44'40"W 515.56 FEET; THENCE N74°05'21"W 364.82 FEET; THENCE S81°31'42"W 83.55 FEET; THENCE N79°08'10"W 54.52 FEET TO A POINT THAT BEARS S02°12'44"E 95.42 FEET FROM AN EXISTING 48" OAK TREE AT THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT OF HICKORY CREEK EAST; THENCE LEAVING SAID CREEK AND ALONG THE COMMON LINE WITH SAID LOTS 4 AND 5 OF HICKORY CREEK EAST AND WATERMAN FARMS, INC. PARCEL, N02°12'44"W 1005.01 FEET TO THE POINT OF BEGINNING, CONTAINING 4,782,996 SQUARE FEET, OR 109.81 ACRES, MORE OR LESS.

TRACT II

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO WATERMAN FARMS, INC. BY DEED RECORDED IN BOOK 1232, PAGE 565 OF THE FRANKLIN COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE PLAT OF BAKER ESTATES PLAT 3 AS RECORDED IN PLAT BOOK N, PAGE 179 OF SAID RECORDER OF DEEDS OFFICE, FROM WHICH A FOUND STONE AT THE WEST QUARTER CORNER OF SECTION 18 BEARS S88°57'55"W 522.54 FEET, AND STONE BEARS S11°58'45"W 1417.49 FEET, THENCE S11°58'45"W ALONG THE WEST LINE OF LOTS 1 AND 2 OF SAID PLAT OF BAKER ESTATES PLAT 3, 355.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE NORTHERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100; THENCE N 78°07'27" W ALONG SAID RIGHT OF WAY LINE, 599.99 FEET; THENCE 581.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1935.93 FEET, AND A CHORD THAT BEARS N69°31'24"W 579.04 FEET TO THE SOUTHWEST CORNER OF LOT 21 OF THE PLAT OF HEIDMANN INDUSTRIAL PARK PLAT 8 AS RECORDED AS DOCUMENT NO. 1004504 OF SAID RECORDER OF DEEDS OFFICE SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF SECTION 18; THENCE N88°57'55"E ALONG THE EAST-WEST CENTERLINE AND SOUTH LINE OF SAID PLAT, 1203.58 FEET TO THE POINT OF BEGINNING, CONTAINING 242,839 SQUARE FEET, OR 5.57 ACRES, MORE OR LESS.



January 25, 2023

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

RE: High Street Reconstruction and ADA Improvements Project, STP-4940(608)
Professional Service Contract

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Find enclosed for your consideration an ordinance amending the 2023 budget for the above referenced project. This project was not included in the 2023 budget. This project includes a two inch asphalt overlay with full width cold milling and removal and replacement of sidewalk and curb and gutter to meet ADA regulations from Fifth Street to Front Street.

Approval is recommended.

Cost of the project:

DESIGN costs not to exceed.....	\$142,578.49
CONSTRUCTION INSPECTION costs not to exceed.....	<u>\$113,677.86</u>
Total.....	\$256,256.35

Budget Information:

The cost estimate for construction is \$1,018,750. The total project costs including design, right of way acquisition, construction oversight and construction are \$1,193,750. The federal participation for the entire project will be \$955,000 and the City's share will be \$238,750. The current schedule is for construction in 2025.

If you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully Submitted,

Andrea F. Lueken

Andrea F. Lueken, P.E.
Assistant City Engineer

3C**b**

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023 BUDGET OF THE CITY OF WASHINGTON, MISSOURI

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: This ordinance shall amend the 2023 Budget as follows:
Transportation Sales Tax Fund 261-- Increase of \$260,000.00 for 2023 High Street Reconstruction and ADA Improvements Project (261-18-000-541101 Street Improvements).

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



February 2, 2023

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

RE: THE MEADOW AT KOCH FARM
Acceptance of minimum improvements

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The following ordinance will allow for the acceptance of minimum improvements by the City Council. The City will take over maintenance of the improvements. A 20% maintenance bond in the amount of \$15,937.00 is included.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "John Nilges".

John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL AND
ACCEPTANCE OF MINIMUM IMPROVEMENTS FOR MAINTENANCE
FOR "THE MEADOW AT KOCH FARM" SUBDIVISION IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, "The Meadow of Koch Farm" Subdivision was approved by the
City Council on October 03, 2022, Ordinance #22-13630; and

WHEREAS, the minimum improvements have now been constructed, inspected,
and can be accepted by the City of Washington, Missouri.

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

SECTION 1: The City's requirements have been met, the City of Washington,
Missouri, accepts the streets, storm sewers (excluding detention), sanitary sewers, and
water for maintenance within said subdivision.

SECTION 2: The Council hereby authorizes the release of all remaining escrows
funds previously deposited by the developer to guarantee the installation of such streets,
storm sewers, storm water controls, sanitary sewers, and water.

SECTION 3: The applicant shall execute the Maintenance Bond Contract
marked "Exhibit A", attached hereto and incorporated herein by reference and receipt by

the City of Washington, Missouri of a Maintenance Bond Contract for said minimum improvements.

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

SECTION 5: All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

“Exhibit A”
MAINTENANCE BOND CONTRACT

WHEREAS, the Code of the City of Washington, Missouri provides in Section 410.025(L), that upon acceptance of minimum improvements within a subdivision by the City Council of the City of Washington, Missouri the subdivider shall execute a maintenance bond with sufficient sureties to ensure that all minimum improvements are installed properly and that such construction has been performed in a workmanlike manner; and

WHEREAS, Section 410.025(L) provides that the maintenance bond shall remain in effect for a period of two (2) years from the date of acceptance of the minimum improvements and be in an amount equal to twenty percent (20%) of the estimated costs of the minimum improvements as determined by the City Engineer.

NOW, THEREFORE, in consideration of the acceptance of the minimum improvements by the City Council of the City of Washington, Missouri, serving “The Meadow at Koch Farm”, the undersigned hereby agrees to furnish the City of Washington, Missouri a maintenance bond in the amount of \$15,937, binding the undersigned to the City of Washington, Missouri for two (2) years from the date of acceptance to indemnify the City of Washington, Missouri for all loss that the City of Washington, Missouri may sustain by reason of any defective materials or workmanship in the minimum improvements which become apparent during that two (2) year period.

Owner/Subdivider/Divider/Applicant

Name & Title

Company Name

Dated this _____ day of _____, 2023.



January 31, 2023

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Permanent Easement Ordinances and Deeds, Tracts 60 & 61**

Dear Mayor and City Council Members:

Find attached for your review and approval permanent easement ordinances and deeds for two properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

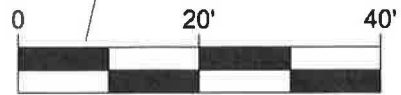
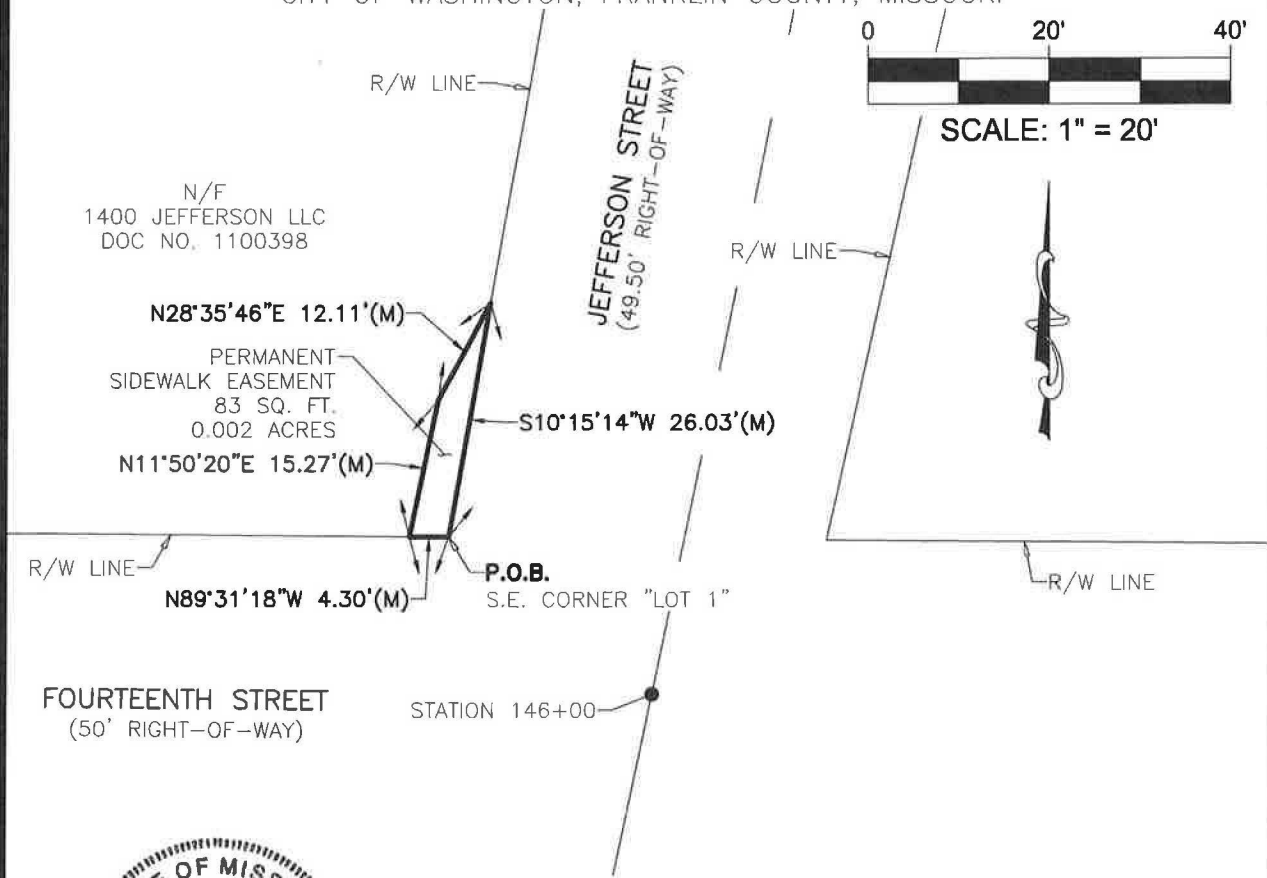
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrea F. Lueken".

Andrea F. Lueken, P.E.
Assistant City Engineer

SIDEWALK EASEMENT EXHIBIT A

PART OF LOT 1 OF "WASHINGTON BUSINESS CENTER", BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 20'



N/F
1400 JEFFERSON LLC
DOC NO. 1100398

PERMANENT
SIDEWALK EASEMENT
83 SQ. FT.
0.002 ACRES

JEFFERSON STREET
(49.50' RIGHT-OF-WAY)

FOURTEENTH STREET
(50' RIGHT-OF-WAY)

STATION 146+00



NOTES:

- Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
- Outboundary shown hereon as per "General Warranty Deed" recorded on January 6, 2011 with Document No. 1100398 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751

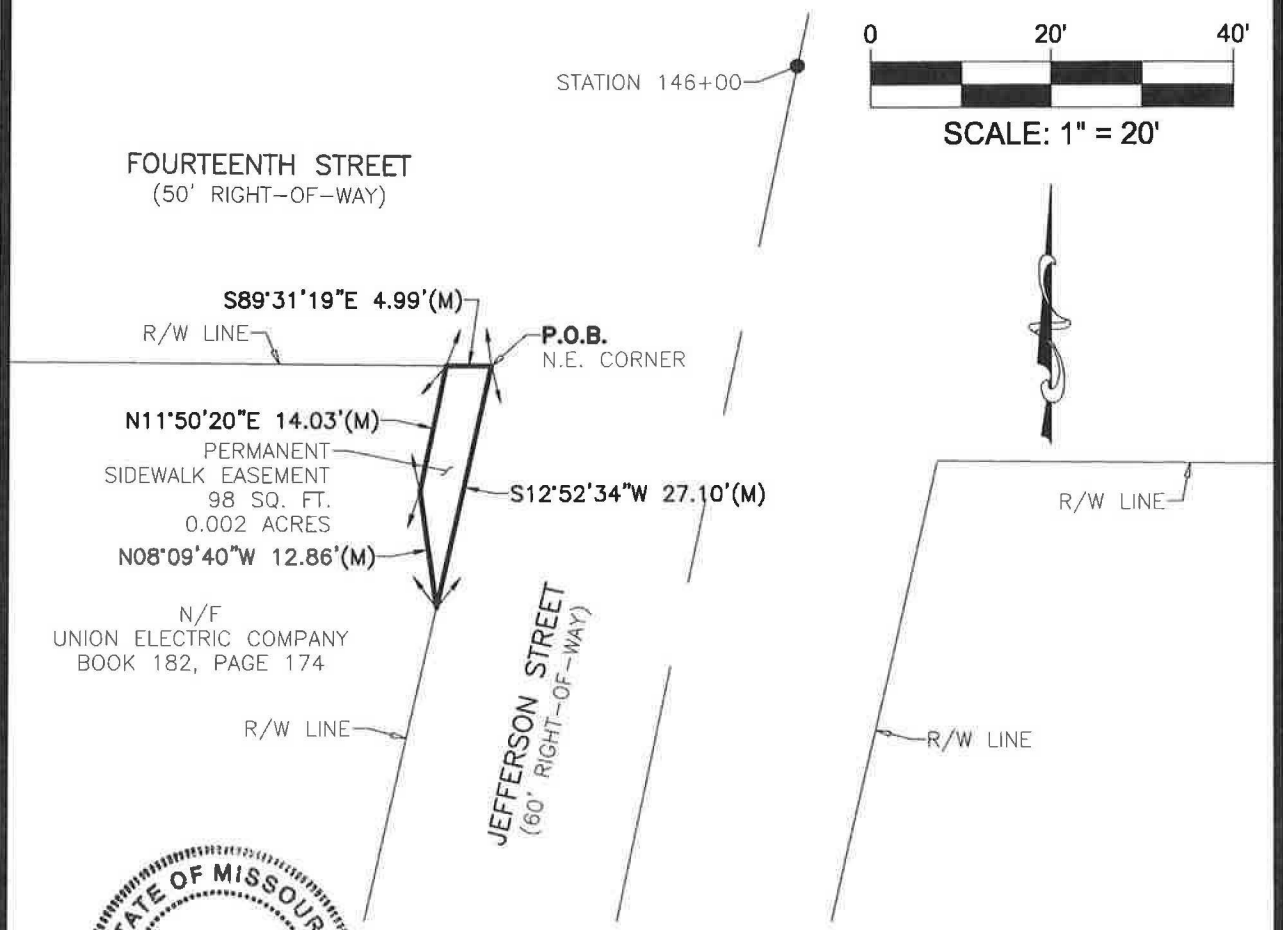


103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

SIDEWALK EASEMENT EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EASEMENT DEED BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND 1400 JEFFERSON, LLC

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 Easement Deed by and between the City of Washington, Missouri and 1400 Jefferson, LLC, 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 Easement Deed 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

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2023, by and between 1400 Jefferson, LLC, whose address is 120 S. Central Avenue, Clayton, Missouri 63105, **Grantor**, and **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a political subdivision and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantor**, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

the construction, installation, inspection, repair, replacement, maintenance and use of public sidewalk and related improvements in, over, under, across and through the following described real property situated in the City of Washington, County of Franklin, State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the perpetual non-exclusive easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities.

The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the

land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

By: _____
Title: _____
Name: _____

Grantee

James D. Hagedorn, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2023 before me personally appeared _____, (name of manager or member) of 1400 Jefferson, LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____

Notary Public

STATE OF MISSOURI)

) SS:

COUNTY OF FRANKLIN)

On this _____ day of _____, 2023, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____

Notary Public

EXHIBIT A

OCTOBER 2022
City of Washington
Jefferson Street - Roadway and ADA Compliance Project

Description: 1351 Jefferson Street, Washington, Missouri, 63090
Tract 60, Document No. 1100398
Permanent Easement

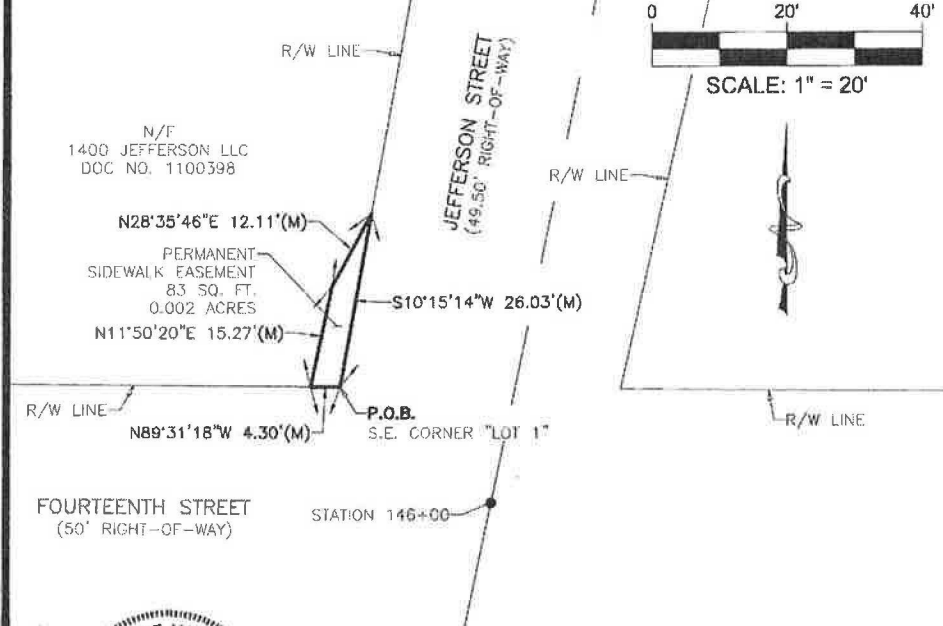
LEGAL DESCRIPTION:

A tract of land being part of Lot 1 of "Washington Business Center", being part of the Southeast Quarter of the Southwest Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at the Southeast Corner of Lot 1 of "Washington Business Center", recorded on August 21, 2002 in Plat Book P, Page 1559 of the Franklin County Recorder of Deeds Office, also being the intersection of the west right-of-way line of Jefferson Street and the north right-of-way line of Fourteenth Street, thence along said north right-of-way line N89°-31'-18"W 4.30 ft. to a point; thence leaving said north right-of-way line N11°-50'-20"E 15.27 ft. to a point; thence N28°-35'-46"E 12.11 ft. to a point on the west right-of-way line of Jefferson Street; thence along said west right-of-way line S10°-15'-14"W 26.03 ft. to the point of beginning, containing 0.002 acres.

SIDEWALK EASEMENT EXHIBIT A

PART OF LOT 1 OF "WASHINGTON BUSINESS CENTER", BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



N/T
1400 JEFFERSON LLC
DOC NO. 1100398

PERMANENT
SIDEWALK EASEMENT
8.3 SQ. FT.
0.002 ACRES

FOURTEENTH STREET
(50' RIGHT-OF-WAY)



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on January 6, 2011 with Document No. 1100398 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6



January 31, 2023

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Permanent Easement Ordinances and Deeds, Tracts 60 & 61**

Dear Mayor and City Council Members:

Find attached for your review and approval permanent easement ordinances and deeds for two properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

Respectfully submitted,

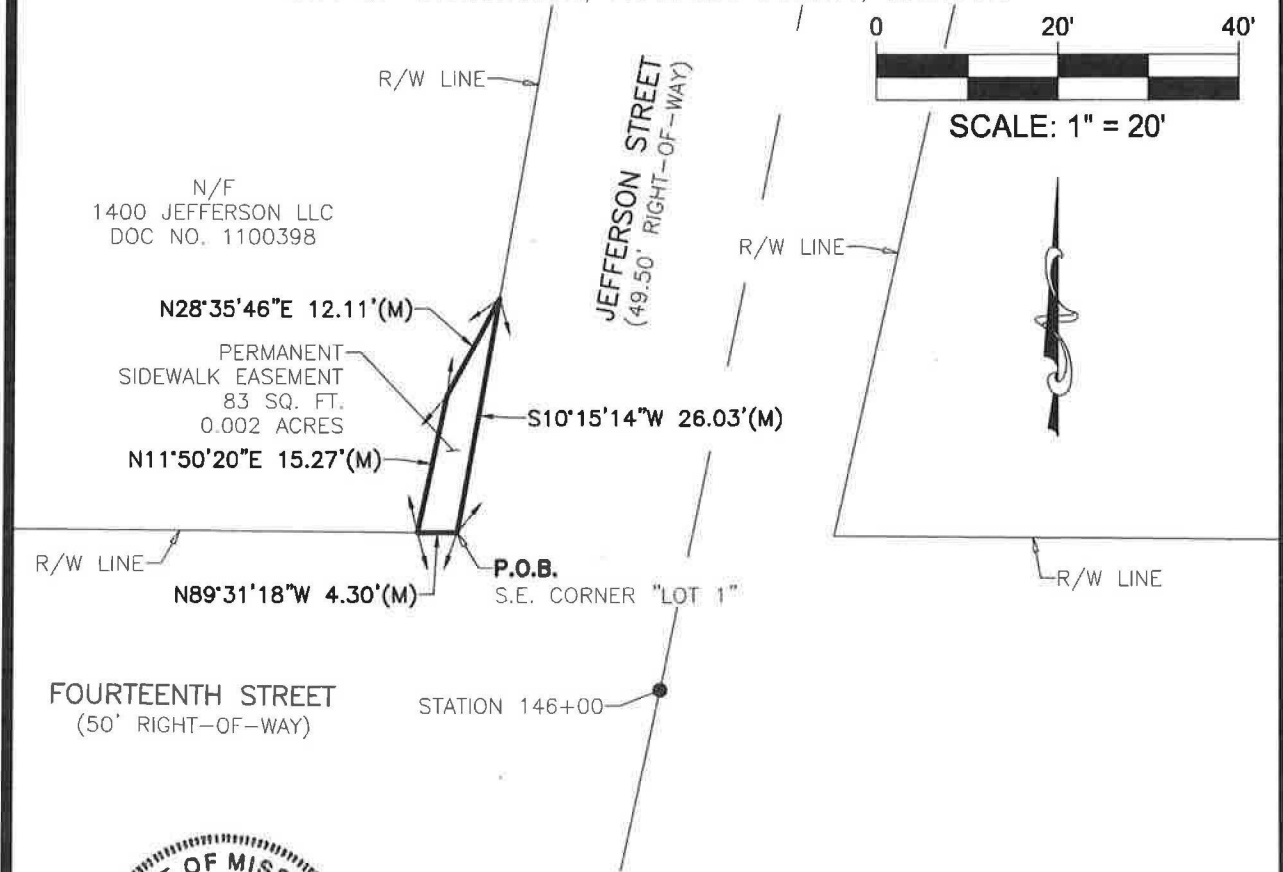
A handwritten signature in blue ink, appearing to read "Andrea F. Lueken".

Andrea F. Lueken, P.E.
Assistant City Engineer

3ce

SIDEWALK EASEMENT EXHIBIT A

PART OF LOT 1 OF "WASHINGTON BUSINESS CENTER", BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 20'



N/F
1400 JEFFERSON LLC
DOC NO. 1100398

PERMANENT
SIDEWALK EASEMENT
83 SQ. FT.
0.002 ACRES

R/W LINE

R/W LINE

R/W LINE

FOURTEENTH STREET
(50' RIGHT-OF-WAY)

STATION 146+00



NOTES:

- Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
- Outboundary shown hereon as per "General Warranty Deed" recorded on January 6, 2011 with Document No. 1100398 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com

TELEPHONE: (636) 239-4751

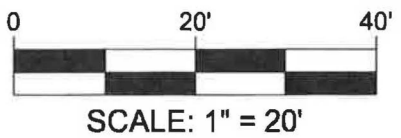
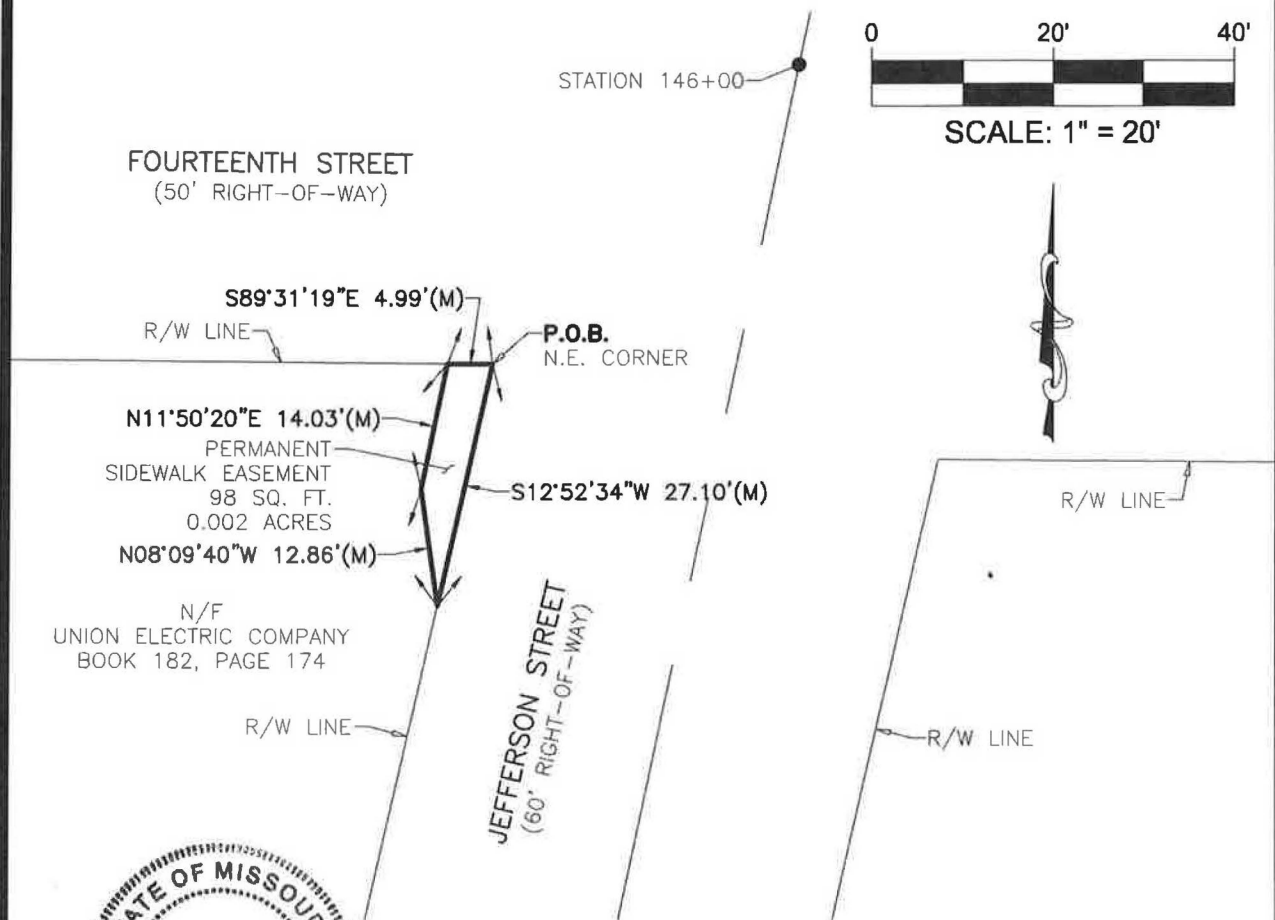


103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

SIDEWALK EASEMENT EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION
OF AN EASEMENT DEED BY AND BETWEEN THE CITY OF
WASHINGTON, MISSOURI AND UNION ELECTRIC COMPANY

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 Easement Deed by and between the City of Washington, Missouri and Union Electric Company, 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 Easement Deed 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

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2023, by and between Union Electric Company, whose address is 1901 Choteau Avenue, St. Louis, Missouri 63103, **Grantor**, and **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a political subdivision and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantor**, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

the construction, installation, inspection, repair, replacement, maintenance and use of public sidewalk and related improvements in, over, under, across and through the following described real property situated in the City of Washington, County of Franklin, State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the perpetual non-exclusive easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities.

The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the

land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

By: _____
Title: _____
Name: _____

Grantee

James D. Hagedorn, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the _____, of Union Electric Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2023, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

EXHIBIT A

OCTOBER 2022
City of Washington
Jefferson Street - Roadway and ADA Compliance Project

Description: Jefferson Street, Washington, Missouri, 63090
Tract 61, Book 182, Page 174
Permanent Easement

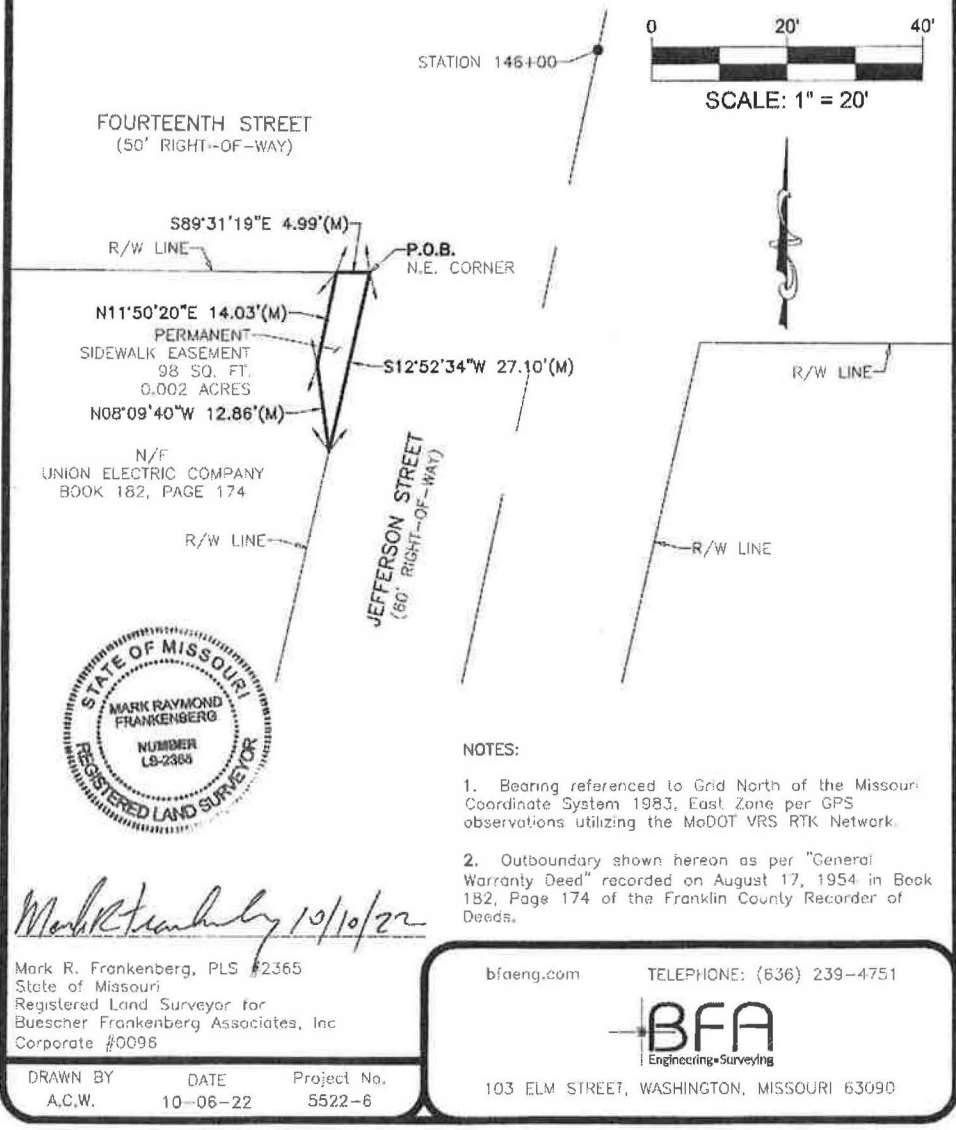
LEGAL DESCRIPTION:

A tract of land being part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at the Northeast Corner of a tract of land recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds Office, also being the intersection of the south right-of-way line of Fourteenth Street and the west right-of-way line of Jefferson Street, thence along said west right-of-way line S12°-52'-34"W 27.10 ft. to a point; thence leaving said west right-of-way line N08°-09'-40"W 12.86 ft. to a point; thence N11°-50'-20"E 14.03 ft. to a point on the south right-of-way line of Fourteenth Street; thence along said south right-of-way line S89°-31'-19"E 4.99 ft. to the point of beginning, containing 0.002 acres.

SIDEWALK EASEMENT EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI





January 30, 2023

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Resolution – Rabbit Trail CMQ Application

Dear Mayor and City Council Members:

The following resolution authorizes the City to apply of funding through East-West Gateway for the following project:

HIGHWAY 100 & INTERNATIONAL AVE / RABBIT TRAIL DRIVE CMAQ

This project will relocate the intersection of Phoenix Center Drive south, add a right turn lane on international, and add pedestrian facilities. The following is the funding breakdown:

<i>Application Fee</i>	\$	9,336
<i>Grant</i>	\$	1,867,200
<i>City Match</i>	\$	466,800
<i>Total</i>	\$	2,587,502

If awarded the project, it would be funding out of the City's ½ cent transportation sales tax.

Respectfully submitted,



John Nilges, P.E.
Public Works Director

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE HIGHWAY 100 & INTERNATIONAL AVENUE/ RABBIT TRAIL DRIVE CMAQ PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, this intersection is experiencing increased delays and congestion; and

WHEREAS, the pedestrian crosswalks are to be extended to existing facilities to promote alternative modes of transportation; and

WHEREAS, increased traffic and congestion has increased the number of accident near misses.

NOW, THEREFORE, be it resolved by the Council of the City of Washington Missouri, as follows:

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Congestion Mitigation and Air Quality Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the Highway 100 & International Avenue/Rabbit Trail Drive CMAQ Project.

SECTION 2: That the City Engineer is hereby authorized and directed to execute said Congestion Mitigation and Air Quality Grant Application on behalf of the City of Washington, Missouri.

SECTION 3: That the said Congestion Mitigation and Air Quality Grant Application provides for the process of granting an agreement between the Missouri

Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	9,336
<i>Grant</i>	\$	1,867,200
<i>City Match</i>	\$	466,800
<i>Total</i>	\$	2,587,502

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its adoption.

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



Washington Fire Department
200 E. Fourteenth Street, Washington, MO 63090

Phone 636-390-1020

www.washmo.gov

Professional Volunteer Service Since 1852



February 1, 2023

City Council,

We are requesting your consideration of the attached Ordinance.

Union Pacific Railroad is requesting permission to park at the Washington Fire Department Training Center parking lot for 2 job trailers and up to 100 workers for a period of approximately one month from February into March 2023.

They are working on their tracks from Labadie to New Haven and are looking for a central location to have their work crews arrive, clock-in, shuttle to current location for the day, return, clock-out and depart daily.

Union Pacific used this facility approximately 5 years ago for the same purpose. The Fire Department desires to maintain a good working relationship with Union Pacific as they provide training opportunities on rail safety, hazardous materials, working with emergencies on passenger cars and working with rail tank cars.

There were no issues the last time we provided parking at our facility, and we recommend approval.

Respectfully,

Mark Skornia
Assistant Fire Chief

3Da

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A PARKING LICENSE AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND UNION PACIFIC RAILROAD COMPANY

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 Parking License Agreement by and between the City of Washington, Missouri and Union Pacific Railroad Company, 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

EXHIBIT A

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT ("License"), made as of the 6th day of February 2023, between the City of Washington, Missouri, having an office at 405 Jefferson Street, Washington, Missouri 63090 ("Licensor"), and Union Pacific Railroad Company, having an office at 1400 Douglas Street, Omaha, Nebraska 68179 ("Licensee").

1. Licensor hereby licenses Licensee the right to use one hundred seventeen (117) parking spaces at the Licensor's facility parking lot located at 6349 Maurice Unnerstall Drive, Washington, Missouri 63090, (the "Lot") for the term of ninety (90) days, as the same may be extended from time to time; provided, however, Licensee may terminate this License with respect to all or any of the parking spaces for any reason, by giving Licensor written notice of its intent to so terminate fifteen (15) days prior to the date on which Licensee intends to terminate this License with respect to all or any of the parking spaces. Any such termination shall be irrevocable and shall not be subject to reinstatement by Licensee.
2. During the term of the License, Licensee shall pay monthly a fee of Ten and 00/100 Dollars (\$10.00) payable on or before the first day of each month in advance.
3. Failure to pay the fees due under this License or perform any other obligation of Licensee under this License shall be a default by Licensee hereunder. If such default is not cured within the cure period, if any, applicable thereto, then, Licensor may, at its option, cancel this License by written notice to Licensee.
4. Only vehicles designated by Licensee may be parked or stored on the Lot. No more than two (2) job briefing trailers, fifteen (15) company vehicles, and one hundred (100) automobiles shall be parked or stored under Licensee's rights hereunder at any one time.
5. This License is for the use of the Lot only and does not include the rights to any additional services, which services may be made available by Licensor from time to time at an additional charge.
6. It is understood that Licensor and its agents and employees shall not be liable for loss or damage to any vehicle parked or stored by Licensee or under Licensee's rights herein and/or to the contents thereof caused by fire, theft, explosion, freezing of circulation system of any automobile, strikes, riots or by any other causes and Licensee

(1) waives any claim against Licensor for and in respect thereto, and (2) hereby agrees to indemnify Licensor against all claims for any loss or damage to any such vehicle or its contents from any cause whatsoever, whether or not caused by Licensor's act or omission. It is further expressly understood that the relationship between Licensor and Licensee constitutes a license to use said Lot subject to the terms and conditions herein only and that neither such relationship nor the storage or parking of any automobile thereunder shall constitute a bailment nor create the relationship of bailor and bailee.

7. Licensee shall not assign any of its rights under this License in any manner whatsoever without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

8. All notices hereunder shall be in writing by certified mail, return receipt requested, or by a reputable commercial overnight carrier, such as Federal Express. Any notices to the Licensor or Licensee shall be mailed to each respective party at their address set forth in the introduction of this License, and shall be deemed given on the date of delivery indicated on the return receipt. The addresses of either party may be changed at any time by written notice by the party to be notified in the manner above specified.

9. If all or any part of the Lot is taken by eminent domain proceedings, Licensor shall be entitled to all of the award in the proceedings and may terminate this License.

10. This License shall be subject and subordinate to any mortgage, deed of trust or ground lease now or hereafter placed on the above-described Lot, or any portion thereof, and to replacements, renewals and extensions thereof, and Licensee, upon request by Licensor, shall execute instruments (in form satisfactory to Licensor) acknowledging such subordination. If any mortgagee shall succeed to the rights of Licensor under this License, or to ownership of the Lot, whether through possession or foreclosure or the delivery of a deed to the Lot, then upon the written request of such mortgagee so succeeding to Licensor's rights hereunder, Licensee shall attorn to and recognize such mortgagee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such mortgagee may reasonably request to evidence such attornment (whether before or after making of the mortgage). In the event of any other transfer of Licensor's interest hereunder, upon the written request of the transferee and Licensor, Licensee shall attorn to and recognize such transferee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such transferee and Licensor may reasonably request to evidence such attornment.

11. Licensee covenants not to suffer any waste or damage or disfigurement or injury to the Lot.

12. Licensor shall have the right to close any portion of the Lot and deny access thereto in connection with any repairs or in an emergency, as it may require, without liability.

13. Licensee shall perform, observe and comply with such rules of the Lot as may be reasonably adopted by Licensor in respect to the use and operation of the Lot, provided that Licensee receives from Licensor a written copy of such rules then in effect on or before the commencement of this License, and in advance of any changes or additions thereto.

14. Licensee shall, when using the parking facilities of the Lot, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between designated lines. Licensor reserves the right to tow away, or otherwise impound at the expense of the owner or operator, any vehicle which is improperly parked or parked in a no parking zone. Overnight parking shall be allowed only as permitted by Licensor.

15. In the event a key or other access device is supplied by Licensor to Licensee, in connection with the rights granted herein, Licensee will surrender such key or access device to Licensor upon termination or expiration of this License.

16. Licensee specifically agrees to look solely to Licensor's interest in the property for the recovery of any judgments from Licensor. It is agreed that Licensor (and its agents, members, officers, directors, and employees, and their members, officers, directors, and employees, will not be personally liable for any such judgments.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

LICENSOR:

City of Washington, Missouri

James D. Hagedorn, Mayor

Seal:

Attest: _____
Sherri Klekamp, City Clerk

LICENSEE:

Union Pacific Railroad Company

Name: _____

Title: _____



February 6, 2023

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

RE: 2023 Aquatic Complex Visit Card Promotion

Honorable Mayor and City Council,

Per the Parks and Recreation Commission recommendation in 2022, staff would like to offer the same discount on the 20-visit pool card in 2023. The cards are normally priced at \$100 for 20 pool visits. From April 1 – May 31, the cards would be available for a discounted rate of \$85. An unlimited number of visit cards could be purchased at the discounted rate. On June 1, the visit cards would return to the regular price of \$100 (for 20 visits) for the remainder of the 2023 pool season. The 10-visit card would remain at \$50 for the entire pool season. Visit card passes would not expire.

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker MA, CPRP
Director of Parks & Recreation

3Ea



February 6, 2023

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

RE: Recommendation – Boat Dock #1 Refurbishing

Honorable Mayor and City Council,

In the Fiscal Year 2022-23 budget \$12,000 was budgeted for dock repair at Riverfront Park. One dock is budgeted this fiscal year and the other the next fiscal year. With the river levels low, we bid out the labor and material costs to get the project completed as soon as possible.

Two bids were received for labor (remove existing decking & bumper rail and install new decking and bumper rail):

S-K Contractors: \$4,800.00

A&M Odd Jobs & Home Repair LLC: \$5,310.00

Three bids were received for materials (composite decking boards & screws):

John Hall Lumber Co.: \$5097.46

Washington Lumber: \$5,202.98

**Hall Bros. Lumber: \$4,593.40 *(screws not included in bid)*

Accordingly, staff recommends that Council consider the approval of S-K Contractors bid for labor in the amount of Four Thousand Eight Hundred Dollars and No Cents (\$4,800.00) and John Hall Lumbers bid for materials in the amount of Five Thousand Ninety-Seven Dollars and Forty-Six cents (\$5,097.46)

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM S-K CONTRACTORS, INC FOR BOAT DOCK DECKING, BUMPER REMOVAL AND INSTALLATION

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal from S-K Contractors in an amount totaling Four Thousand Eight Hundred and Zero Dollars (\$4,800.00) for boat dock decking, bumper removal and installation. A copy of said proposal is marked Exhibit A and is attached hereto and incorporated herein by reference.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

	PROPOSAL P O. Box 21 Washington, MO 63090 Phone (636) 239-4344 Fax (636) 239-5889 office@skcontractors.com	*Floor Installation *New Construction *Remodeling *Small Commercial				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PREPARED FOR City of Washington</td> <td style="width: 25%;">PHONE</td> <td style="width: 25%;">DATE 1/23/2023</td> </tr> <tr> <td></td> <td>CONTACT Chad Owens</td> <td>EMAIL</td> </tr> </table>	PREPARED FOR City of Washington	PHONE	DATE 1/23/2023		CONTACT Chad Owens
PREPARED FOR City of Washington	PHONE	DATE 1/23/2023				
	CONTACT Chad Owens	EMAIL				
We hereby submit specifications and estimates for the below listed job. <p style="text-align: center;">City courtesy dock</p>						
remove decking from existing dock and existing bumper rail. In stall new composite decking on dock and re install bumper rail. Labor \$4,800 00						
Note: city to bring dock to my shop to preform the labor. Screws are included in bid. If sub structure needs to be repaired it is not included in bid.						
Total:		\$4,800 00				
Payments to be made as follows: <p style="text-align: center;">1/3 Down Payment for Material Ordering and Remaining Balance Due Upon Completion of Work.</p>						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensations Insurance.	Authorized Signature:  Note: This proposal may be withdrawn by us if not accepted within <u>45</u> days					
<p>Failure of this contractor to pay those persons supplying materials or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract pursuant to Chapter 429RSMo. To avoid this result you may ask this contractor for lien waivers from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.</p>						

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

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February 6, 2023

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

RE: Recommendation – Boat Dock #1 Refurbishing

Honorable Mayor and City Council,

In the Fiscal Year 2022-23 budget \$12,000 was budgeted for dock repair at Riverfront Park. One dock is budgeted this fiscal year and the other the next fiscal year. With the river levels low, we bid out the labor and material costs to get the project completed as soon as possible.

Two bids were received for labor (remove existing decking & bumper rail and install new decking and bumper rail):

S-K Contractors: \$4,800.00

A&M Odd Jobs & Home Repair LLC: \$5,310.00

Three bids were received for materials (composite decking boards & screws):

John Hall Lumber Co.: \$5097.46

Washington Lumber: \$5,202.98

**Hall Bros. Lumber: \$4,593.40 *(screws not included in bid)*

Accordingly, staff recommends that Council consider the approval of S-K Contractors bid for labor in the amount of Four Thousand Eight Hundred Dollars and No Cents (\$4,800.00) and John Hall Lumbers bid for materials in the amount of Five Thousand Ninety-Seven Dollars and Forty-Six cents (\$5,097.46)

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ESTIMATE FROM JOHN HALL LUMBER CO. FOR BOAT DOCK MATERIALS

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the estimate from John Hall Lumber Co. in the amount of Five Thousand Ninety-Seven Dollars and 46 Cents (\$5,097.46) for boat dock materials. A copy of said estimate is marked Exhibit A and is attached hereto and incorporated herein by reference.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



P.O. Box 1158
 2456 Highway A
 WASHINGTON, MISSOURI 63090
 PHONE: 636-239-6300

CUST NO: 320110 JOB NO: 000 PURCHASE ORDER: REFERENCE: TERMS: NET 10TH CLERK: BH DATE / TIME: 1/14/23 11:00
 SOLD TO: WASHINGTON CITY OF 405 JEFFERSON WASHINGTON MO 63090 SHIP TO: PARKS DEPT BOAT DOCK EXP. DATE: 1/11/23 TERMINAL: 555
 TAX: 003 SCHOOL, CHURCH, & GOV

ESTIMATE: 497971

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		70	EA	10	2X6-16' TAMKO ENVISION DECKING		70	65 14 /EA	4,559 80 N
2					WEATHERWOOD COLOR				
3		1	EA	65	DECK-FAST METAL 2-3/8" BROWN		1	537 66 /EA	537 66 N
4					SCREWS 1750CT BUCKET				

TAXABLE 0.00
 NON-TAXABLE 5097.46
 SUBTOTAL 5097.46

TAX AMOUNT 0.00
TOTAL 5097.46



TOT WT: 0.00

X _____
 Received By

3Ec



February 6, 2023

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

RE: Skate Park Concrete & Fence bids

Honorable Mayor and City Council,

The renovation of the Skate Park at Optimist Park is included in the current Capital Sales Tax Improvement Plan as a funded project. The total budgeted amount for the skate park renovation is \$150,000. As such, Staff bid out Phase I of this renovation project, which includes the replacement of the failing tennis court asphalt (around the concrete skate ramps), sidewalks and fence at the skate park. Demo of the old asphalt, sidewalks, fence, placement of rock and grading will be done by Staff. Phase II of the project (bid out later this year) will consist of cosmetic upgrades to the pavilion and restroom, installation of durable restroom partitions, new water fountain and possibly a new skate park feature. Budget for Phase II is \$54,100.

On January 12, the City received the following bids for concrete and fencing:

- KJ Unnerstall Construction: \$95,871.75
- Jokerst Paving & Contracting: \$112,883.75
- SK Contractors: \$117,949.25
- Next Level Construction: \$124,130.00

Find in this packet an ordinance for your consideration that would enter the City into a contract with KJ Unnerstall Construction Co. for \$95,871.75 for new concrete and fencing at Optimist Skate Park.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the Council Meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks & Recreation

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BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACTOR AGREEMENT WITH K.J.U. INC. DBA K.J. UNNERSTALL CONSTRUCTION CO. FOR INSTALLATION OF A CONCRETE PAD, SIDEWALKS AND FENCE AT OPTIMIST SKATE PARK

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized to execute all necessary purchase orders and contracts with KJU Inc. dba KJ Unnerstall Construction Co. in an amount totaling Ninety-Five Thousand Eight Hundred Seventy-One Dollars and Seventy-Five Cents (\$95,871.75) for the purchase of concrete and fence at Optimist Skate Park. A copy of the agreement is attached and is marked as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

CITY-CONTRACTOR AGREEMENT

This Construction Agreement ("Agreement") is entered into effective as of the ___ day of _____ 2023 ("Effective Date") by and between _____, a Missouri for-profit corporation with offices located at _____, ("Contractor"), and the City of Washington, Missouri (hereinafter called the "City") (Contractor and the City may hereafter individually be referred to as a "Party" or collectively referred to as the "Parties").

WHEREAS, the Parties desire to enter into an Agreement under which the Contractor is to provide Work as described in this Agreement, currently owned, managed, or otherwise under the stewardship of the City;

WHEREAS, the Contractor has submitted documentation to the City, in the manner and time specified, a proposal in accordance with the terms of the Agreement and;

WHEREAS, the City has examined and canvassed the proposal submitted, and as a result, has determined and declared the Contractor to be the best bidder for constructing said Work, and has duly awarded to the said Contractor contract therefor, for the sums named in the proposal attached to and made a part of this contract:

NOW THEREFORE, THIS AGREEMENT WITNESSETH, in consideration of the recitals stated above, which all Parties agree are accurate and complete, the agreements, promises, and warranties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
SCOPE AND DEFINITIONS**

SECTION A. SCOPE OF THE AGREEMENT

Implementation of the Agreement

Paragraph 1.1. This Agreement, and its related Exhibits and Attachments, attached hereto and incorporated herein for all purposes, comprise the entire contract between the City and Contractor concerning the Work. It may be altered only be a written Modification or Change Order.

Paragraph 1.2. It is the intent of the Agreement to describe a complete Project. Any Work that may reasonably be inferred from the Agreement as being required to produce the intended result shall be supplied by the Contractor at no additional cost to the City, whether or not it is specifically called for.

SECTION B. DEFINITIONS

Wherever used in the Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Paragraph 1.3. "Additional Work" or "Additional Services" means Work beyond the scope of services identified in the specifications described in Exhibit "A".

Paragraph 1.4. "Agreement" or "Contract" means this signed written agreement between the City and Contractor covering the Work to be performed by Contractor, and other Addenda, attachments and Exhibits to this Agreement and made a part thereof as provided herein.

Paragraph 1.5. "Application for Payment" means the form approved by the City which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentations as is required by the Agreement.

Paragraph 1.6. "Bonds" means bid and/or performance bond or other instruments of security.

Paragraph 1.7. "Change Order" means a written order to Contractor signed by the City authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price issued after the Effective Date of the Agreement.

Paragraph 1.8. "Commencement Date" means the date upon which the Work shall begin.

Paragraph 1.9. "Contract Price" means the monies jointly and separately due and payable by the City to Contractor under this Agreement.

Paragraph 1.10. "Day" means a calendar day of twenty-four hours measured from midnight to the next midnight.

Paragraph 1.11. "Modifications" means (a) a written amendment of the Agreement signed by both Parties, or (b) a Change Order.

Paragraph 1.12. "Owner" means the City.

Paragraph 1.13. "Permit" means a written permit issued by any local, State, or Federal agency, or other legal authority, as required to conduct the Work.

Paragraph 1.1.4. "Person" means an individual, partnership, joint venture, corporation, limited liability company, or unincorporated organization.

Paragraph 1.15. "Project" means the total scope of Work specified in the Agreement.

Paragraph 1.16. "Report" means weekly, monthly, quarterly, or yearly report that demonstrates the tasks completed over that period of time.

Paragraph 1.17. "Subcontractor" means a Person having a direct contract with Contractor or with any other subcontractor for the performance of part of the Work.

Paragraph 1.18. "Third Party" or "Third Parties" means any Person other than a member of Contractor or the City.

Paragraph 1.19. "Unit" means a specific quantity of material or service (per park, per gallon, per tree, per mile, per track, per, acre, per sculpture, linear feet, square feet, etc.).

Paragraph 1.20. "Unit Price" means the dollar amount per Unit as quoted/bid in Exhibit "A".

Paragraph 1.21. "Work" means all of the services, labor, equipment and materials to be performed, provided, or furnished by Contractor as required by the Agreement.

**ARTICLE II.
CONTRACT ADMINISTRATION**

**SECTION A. CONTRACT FORMATION, INTERPRETATION, ASSIGNMENT,
AND SUBCONTRACTS**

Subcontracting and Assignments

Paragraph 2.1. Contractor shall supply a complete list of any and all subcontractor(s) proposed to be used under the Agreement and shall not use any Subcontractor or other Person (including those who are to furnish the principal items of material or equipment), whether initially or as a substitute, without the prior written consent of the City.

Once a subcontractor(s) has been approved by the City, the Contractor shall submit a signed and dated Contract between the Contractor and the subcontractor indicating the total dollar amount of the subcontractor's Contract. Before any subcontractor can begin work on the project, whether originally subcontracted prior to the start of the project or subcontracted after the project has begun all provisions of this article must be complied with.

Paragraph 2.2. The City may assign this Agreement in part or in whole including all rights and obligations to any assignee at its sole discretion and without any prior notice or consent from Contractor including but not limited to any entity that succeeds to any of the rights and obligations to provide governmental type services to the local community, including any city, county or state agency, and/or a newly formed municipality. Upon any such assignment by the City, this Agreement shall remain a valid and enforceable agreement and the original terms and conditions contained herein, or any properly amended terms and conditions shall remain valid and enforceable. Contractor shall not assign this Agreement, including to any Affiliates, without the City's prior written consent. Any purported assignment without such consent shall be void.

Paragraph 2.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, of all Persons directly or indirectly employed by them and Persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of Persons directly employed by Contractor. Nothing in the Agreement shall create any contractual relationship between the City and any Subcontractor, except as may otherwise be required by law.

SECTION B. TERM

Paragraph 2.4. This Agreement shall be effective as of the Effective Date written on the first page of this Agreement. If the first page is undated, then the Effective Date shall be the date the first Work is commenced.

Paragraph 2.5. This Agreement shall continue from the Effective Date until terminated by the expiration of the Term as indicated in Exhibit "A" or by termination procedures as described in this Agreement.

Paragraph 2.6. If Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of an employee, or of a separate contractor employed by the City; or by a Change Order in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other caused beyond the Contractor's control; or by delay authorized by the City pending mediation and arbitration; or by other causes that the City determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

SECTION C. CONTRACT COMMUNICATION

Notices

Paragraph 2.6. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) delivered personally, (b) mailed by registered mail or certified mail, return receipt requested, postage prepaid, (c) sent by facsimile transmission, or (d) sent by e-mail. All such communications shall use the receiving Party's contact information as contained in this Article II Section C. A Party may change its contact information by sending a notice to the other Party complying with these notice requirements.

Paragraph 2.7. All other communications, including telephone, regular mail, e-mail, and other informal communication methods, shall be effective only when the responsible officer, director, manager, or supervisor of the receiving Party has actual knowledge of the communication.

Paragraph 2.8. Contractor's contact information is as follows:

KJU, Inc. dba KJ Unnerstall Construction Co.
Attn: Kurt J. Unnerstall
President
4923 South Point Rd.
Washington, MO 63090
Phone: 636-239-2028
E-mail: info@kjuinc.com

Paragraph 2.9. City of Washington contact information is as follows:

CITY OF WASHINGTON
Attn: Wayne Dunker
Director of Parks and Recreation
405 Jefferson Street
Washington, Missouri 63090
Telephone: 636-390-1080
E-mail: wdunker@washmo.gov

SECTION D. CONTRACT PERFORMANCE

Work

Paragraph 2.10. Contractor, acting as an independent contractor, agrees to furnish at his/her own expense all supervision, labor, expertise, equipment, supplies, and other requirements as set forth herein and as more specifically described in Exhibit "A" and will provide such in a good and "Workmanlike Manner", the term Workmanlike Manner being defined as the rendition of services in a manner deemed proficient by those with the special knowledge, training, and experience to judge such services and in accordance with highest generally accepted standard of care in the industry.

Contractor as an Independent Contractor

Paragraph 2.11. At all relevant times to this Agreement, Contractor shall act as an independent contractor to the City in providing Work to the City. Nothing in this Agreement shall be interpreted to create any employment, partnership, or joint ventures. Except to the extent required to enable Contractor to

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perform his/her specific duties under this Agreement, Contractor shall not act as an agent of the City, by entering into this Agreement, the City in no way, assumes any liabilities, debts or obligations of the Contractor whether now existing or hereafter created.

Paragraph 2.12. Contractor shall not have the authority to incur or assume any debt, obligation, expense, or liability against the City, and shall not have the authority to bind or otherwise obligate the City to any contracts, agreements, warranties, or understandings.

Change Orders

Paragraph 2.13. Any Change Orders or Modifications to the Agreement must be approved by the City and be incorporated by written amendment to the Agreement. Contractor shall not have the authority to make, revise, alter, depart, or otherwise diverge from any of the terms, conditions, or places furnished to Contractor by the City and/or this Agreement absent consent of the City and written amendment to the Agreement.

Continuing the Work

Paragraph 2.14. Contractor shall carry on the Work and maintain the performance of the Work during all disputes or disagreements with the City, except upon the City's default hereunder. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Parties may otherwise agree in writing.

Equipment Storage

Paragraph 2.15. Contractor shall be responsible for locating and providing storage for all equipment.

Permits

Paragraph 2.16. Contractor shall be solely responsible for obtaining and paying for all permits and licenses related to their performance of the Work.

Taxes and Fees

Paragraph 2.17. Contractor shall pay all taxes and fees which may be chargeable against the performance of the Work, or incident to the Agreement by a government agency, including but not limited to any employment related taxes, F.I.C.A. taxes, social security taxes, and other taxes and fees, directly to the appropriate governmental bodies. The City is a political subdivision of the State of Missouri and exempt from tax; The City agrees to make their tax-exempt certification available to the Contractor to the extent required to assure the City is not charged taxes which they are not responsible to pay. The City shall not be liable in any way for such fees or taxes and the Contractor shall indemnify and hold the City, their Affiliates officers, directors, members, and employees and assigns harmless from and against all claims, demands, causes of action, suits or other litigation in connection with Contractor's failure to report such taxes and fees. No additional compensation will be paid to Contractor for taxes or fees.

Contract Price and Payment Procedures

Paragraph 2.18. Contract Price constitutes the total compensation (subject to authorized adjustments made by a Change Order) payable to Contractor for performing the Work. All duties, responsibilities and

obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price. Contract Price is described in the specification in Exhibit "A".

Paragraph 2.19. Contractor shall submit to the City monthly Applications for Payment that shows all applicable areas where the Work was performed. Failure to fully comply with the Application for Payment procedure will cause daily in processing payments.

Paragraph 2.20. On the twenty-fifth (25th) day of each month and no later than the thirtieth (30th) of the month during the Term of the Agreement, beginning with the first (1st) month after the Commencement Date, Contractor shall submit to the City the Application for Payment, accompanied by (a) the monthly Report, (b) a sworn statement by Contractor certifying (i) the Application for Payment is correct, (ii) all insurance required by this Agreement is in full force and effect, (iii) all Subcontractors and suppliers have been paid from previous Applications for Payment, (iv) Certified payroll, and (v) the Contractor is not in default under any provisions of the Agreement and that no event has occurred which with the passing of time or the giving of notice could be a default under the Agreement, and (c) any other documents, information or data which the City request be provided.

Paragraph 2.21. If the City disputes any portion of an Application for Payment, they shall, within thirty (30) Days of receipt of the Application for Payment, furnish the Contractor a reasonably detailed explanation of the objection, and may withhold payment on the portion in dispute. If Contractor objects to the withholding, it shall provide the City with written notice of its objection within ten (10) Days of receipt of the written explanation from the City. The Parties may then proceed to Dispute Resolution as described in this Agreement as to any disputed amount. All undisputed amounts shall be paid within forty-five (45) Days of the receipt of the Application for Payment by the City.

Paragraph 2.22. Contractor shall notify the City in writing within ten (10) Days of their receipt of payment from the City, if there is any discrepancy based on a Contractor audit of the number of Units. This notice shall include the nature of the disagreement, the address of the location of the Unit in question, the type of service being provided, and the date such service began or ended. If the Contractor does not notify the City of a discrepancy within the ten (10) Day period, the discrepancy is waived, and the Contractor is afforded no further recourse, right or remedy as to the discrepancy.

Paragraph 2.23. At any time during the Term of the Agreement, the City may by Change Order alter the number of Units applicable to the Work. If the number of Units is increased, the Work on any additional Units will be paid to Contractor in an amount equal to the number of additional Units multiplied by the Unit Price herein. If the number of Units are decreased, the Contract Price will be reduced in an amount equal to the number of Units decreased multiplied by the Unit Price. Unit Price and Units are described in the specifications in Exhibit "A".

Paragraph 2.24. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when: the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate for Payment has been issued.

Liquidated Damages

Paragraph 2.25. Contractor and City recognize that time is of the essence and that City may suffer financial loss if the Work is not completed within the times specified in Exhibit "A", plus any extensions thereof allowed. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$500.00 for each day that expires after the time specified in Exhibit "A" above until the Work is complete.

Character and Conduct of Contractor's Employees and Subcontractors

Paragraph 2.26. The Contractor's employees and Subcontractors who normally and regularly come into direct contact with the public shall bear some means of company identification such as a company uniform with name badges, name tags or identification marks. Vehicles and equipment shall also bear some means of company identification (as identified in Exhibit "A").

Paragraph 2.27. The Contractor shall perform the Work with as little noise and as little disturbance to Third Parties and surrounding property owners as possible.

Paragraph 2.28. Care shall be taken by Contractor to prevent damage to property, including buildings, sidewalks, parking lots, trails, roads, pavilions, playgrounds, lawns, shrubs, flowers, trees, plants, etc. on City-Owned Property, Rights-of-Ways or of Third Parties.

Safety and Protection

Paragraph 2.29. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall appoint a qualified, experienced safety representative, whose duties shall be the prevention of accidents and the maintaining and supervision of the safety precautions and programs.

Injury or Damage

Paragraph 2.30. Contractor shall promptly notify the City of all damage to property belonging to the City or Third Parties, or injuries incurred by persons other than employees of Contractor in no case later than one (1) hour after the injury or damage occurred.

Paragraph 2.31. Contractor shall be responsible for any damage to the property, real or personal, of any Third Party or of the City that is caused by any act or omission of the Contractor in the performance under the Agreement. If the City finds that the Contractor has failed to completely reimburse the Third Party any amount and the City, and the City deems it necessary to compensate the Third Party for its damaged property, the City may pay the Third Party and deduct this amount from the amount due to Contractor under this Agreement. The City reserves the right to pay all fines, penalties, costs and assessments levied by any governmental authority against the Contractor and to withhold said amount from any payments due to Contractor under this Agreement. The terms and conditions of this paragraph shall survive the termination of this Agreement.

Additional Services

Paragraph 2.32. Contractor shall prepare a list of rates for special services not specified in Exhibit "A". Contractor shall supply the list from time to time, but not less than once per year.

Reports by Contractor

Paragraph 2.33. Contractor shall submit reports as identified in Exhibit "A" and upon request by the City provide a written report of equipment, staffing, emergencies, security problems or any related events. The Contractor shall cooperate with the City as necessary to review financial statements and/or audit Contractor's books and records concerning this Agreement.

SECTION E. PERFORMANCE AND TERMINATION**Force Majeure**

Paragraph 2.34. Contractor and the City shall be excused from complying with the terms and conditions of this Agreement if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure event. A Force Majeure event will not excuse either Party from making payments, performing indemnity obligations (as applicable), or other duties not directly limited by the Force Majeure event, except as otherwise provided within this paragraph entitled "Force Majeure". "Force Majeure" includes acts of God, floods, blizzards, ice storms, and hurricanes; insurrection, revolution, piracy, and war. Strikes, slowdowns, walkouts, lockouts, industrial disturbances and labor disputes are not excused under this provision.

Provisions Surviving Termination

Paragraph 2.35. In the event of termination of this Agreement, the terms and conditions which expressly survive termination of this Agreement and those dealing with warranty, indemnities, audit, confidentiality, insurance, arbitration, disclaimer of consequential damages and any limitation of liability, shall survive termination and remain in full force and effect.

Termination by the City

Paragraph 2.36. The City may terminate the Agreement upon 1) thirty (30) Days written notice for any reason, or 2) upon any of the following events of default ("Events of Default") if after giving the Termination Notice described in Paragraph 2.36, the Contractor has not cured the Event of Default within the applicable cure period:

- A. If Contractor fails to fulfill or maintain in a timely and proper manner any obligations, duties or provision of the Agreement, and Contractor fails to cure such default to the satisfaction of the City within ten (10) Days of the Contractor's receipt of written notice from the City specifying the how the Contractor failed to perform in reasonable detail.
- B. If Contractor is adjudicated voluntarily bankrupt, or if Contractor is subject to the appointment of receiver or trustee and fails to have the receiver or trustee removed within sixty (60) Days, or if any assignment or Contractor's property shall be made for the benefit of creditors, or if Contractor becomes insolvent, or unable to pay its debts as they become due.
- C. If there is a change of Control of the Contractor, whether voluntarily or by operation of law, or substantially all the assets of the Contractor are sold or transferred voluntarily or otherwise, the Agreement shall terminate unless the City agrees by Change Order to continue the Agreement with the Contractor after the change of Control or disposition of assets. The Contractor shall promptly notify the City of any actual or proposed change in, transfer of or acquisition by another party of Control of the Contractor. "Control" as used herein means the power, whether direct or indirect, to direct the affairs of the Contractor by whatever manner exercised. Any agreement by the City to continue this Agreement after the change in Control or disposition of assets shall be contingent upon the new controlling party or owner of the assets becoming a signatory to the Agreement and otherwise complying with all the terms and conditions herein, including but not limited to the submission of Bonds, if required by this Agreement, and certificates of insurance acceptable to the City.

Administrative Fee

Paragraph 2.37. If there is an Event of Default which the Contractor does not cure within the applicable cure period, the City may charge, and the Contractor shall pay to the City an administrative fee to compensate the City for its costs associated with the Contractor's failure to perform the Work as required in this Agreement. The City may levy this administrative fee without terminating this Agreement. The fee shall be equal to 1.5 times the Unit Cost multiplied by the number of Days the Event of Default continues uncured after the expiration of the applicable cure period and shall be payable to the City by the Contractor upon written demand. The Parties stipulate that the fee is a reasonable estimate and is not to be construed as a fine or penalty and shall be in addition to any other remedy the City may have at law, in equity or under the Agreement.

Termination Notice: Cancellation of Orders and Subcontracts

Paragraph 2.38. Upon the occurrence of an Event of Default subject to any applicable notice and cure period, the City should they elect to terminate the Agreement, will issue a written notice of termination (the "Termination Notice") to the Contractor. In addition, the City may issue a Termination Notice for any reason as so long as the Contractor is given thirty (30) Days' notice in the Termination Notice. Termination shall be effective upon the date specified in the Termination Notice, and upon said date this Agreement shall be deemed immediately terminated and thereafter neither Party shall have any rights or obligations under this Agreement except as expressly provided herein. Any termination of the Agreement shall not relieve the Contractor (a) from the obligation to pay any fees, taxes or other charges then due to the City or any other Third-Party incident to the Agreement, (b) from the obligation to file any monthly, quarterly or annual Reports through termination, (c) from any claim from damages previously accrued or then accruing against the Contractor nor (d) from any provisions of this Agreement that expressly survive termination. Upon the effective date of termination as contained in the Termination Notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work and shall proceed to promptly cancel all existing orders and subcontracts for the Work. Contractor shall immediately submit an Application for Payment showing in detail the Work performed through the date of termination. The City agrees to compensate the Contractor for that portion of Work actually performed prior to the effective date of termination and not disputed under this Agreement and not previously paid, less any charges, deductions, or administrative fees. Termination of this Agreement shall not affect any rights or remedies of the City against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by the City shall not release Contractor from liability.

Termination or Stop Work by Contractor and Remedies for Default by the City

Paragraph 2.39. If through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) Days by the City or under an order of court or other public authority, or the City fails for sixty (60) Days to pay Contractor any sum not in dispute, or if the City otherwise default hereunder, then Contractor may, (i) upon fifteen (15) Days written notice to the City, and provided the City does not remedy such suspension or failure to pay within that time, terminate this Agreement and recover payment from the City for the undisputed Work which Contractor completed prior to the effective date of termination, or (ii) upon seven (7) Days written notice to the City stop the Work until payment of all such amounts due Contractor are received, without termination of this Agreement as the Contractor's sole and exclusive remedies.

**ARTICLE III.
CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

General Service Warranty

Paragraph 3.1. The general service warranty applies to all services performed by Contractor or its subcontractors. Contractor warrants it will perform all services in a good and Workmanlike Manner.

Contractor’s Representations and Warranties

Paragraph 3.2. Contractor is familiar with the nature and extent of the Agreement, the Work, the locality, with all local conditions and federal, state, and local laws, ordinances, rules, and regulations including but not limited to all rules, regulations, and the restrictive covenants governing the land within the jurisdiction of the City, that in any manner may affect cost, progress or performance of the Work.

Paragraph 3.3. The person signing this Contract on behalf of the Contractor is authorized by Contractor to do so.

Paragraph 3.4. Contractor’s representations and warranties under this Article III of the Agreement entitled Contractor’s Representations and Warranties will survive the termination of this Agreement.

**ARTICLE IV.
FINANCIAL ADMINISTRATION**

SECTION A. APPLICATIONS FOR PAYMENT AND PROCEDURES

Compensation

Paragraph 4.1. Contractor’s compensations shall be set forth in the specifications in Exhibit “A”.

Contractor’s Invoices

Paragraph 4.2. Applications for Payment shall be submitted in such form and accompanied by such certification and documentation as the City may reasonably request, including the following as applicable: (a) Daily rate and the number of day worked in performing the Work, (b) the type and quantities of materials or supplies furnished by Contractor and utilized in performing the Work (e.g. chemicals), (c) the dates and hours equipment or machinery was employed in performing the Work, (d) Report on number of acres cleared, and (e) any charges for extra services authorized by the City (Each service must be individually listed next to its charge and approved proposals or Change Orders must be included).

Payment of Application for Payment

Paragraph 4.3. Except as provided in the paragraph entitled “Disputed Invoices,” the City agrees to pay Contractor’s Application for Payment within forty-five (45) Days after the City’s receipt of the Application for Payment.

Remedies for Unpaid Invoices

Paragraph 4.4. Undisputed Applications for Payment or the undisputed part of an Application for Payment remaining unpaid after forty-five (45) Days from receipt by the City shall accrue simple interest at the rate of 10% per annum (or the maximum interest rate allowed by applicable law, whichever is less), from the 46th day after receipt by the City through the day the City mails payment to the Contractor.

Disputed Applications for Payment

Paragraph 4.5. If the City, in good faith, disputes any Application for Payment in whole or in part, the City shall notify Contractor of the dispute within the time required for payment and shall timely pay any undisputed portion. Interest shall not accrue on the amounts disputed in good faith.

City Payment Does Not Constitute Waiver

Paragraph 4.6. The City payment of an Application for Payment shall not prevent it from later filing claims against Contractor or waive its rights to recover money previously paid to Contractor. Without limiting the generality of the preceding sentence, the City may recover any sums paid to Contractor by mistake of law or of fact.

SECTION B. LIENS AND CLAIMS

Contractor's Obligations Concerning Liens and Claims

Paragraph 4.7. Contractor shall pay all valid claims for its labor, materials, services, supplies, and products as they become due. Whether a claim is valid or invalid, no lien, privilege, charge, or similar encumbrance shall become fixed upon the City lands, fixtures, improvements, or other property because of Contractor's failure to pay for goods or services provided for hereunder. After being notified of the existence of such claims, charges, liens, privilege, or encumbrances, Contractor agrees to take all necessary steps to obtain the release of such lien, privilege, or encumbrance.

Paragraph 4.8. If Contractor fails or refuses to pay its claims or indebtedness, then the City shall have the right to pay any such claims or indebtedness out any money due or to become due to Contractor under this Agreement; provided, however, the City shall not pay any such claim or indebtedness as long as Contractor is actively contesting it and has taken all actions necessary (including the posting of a bond or security if appropriate) to protect the City's property interests and the interests of other Persons in that same property.

Paragraph 4.9. Before the City pays any Application for Payment, the City may require Contractor to certify that there are no unsatisfied claims for labor, materials, equipment, supplies, or products.

**ARTICLE V.
RISK MANAGEMENT**

SECTION A. GENERAL INDEMNIFICATION

Release, Defense, and Indemnity

Paragraph 5.1. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City and its officers, directors, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

Paragraph 5.2. Contractor agrees to release, protect, defend, indemnify, and hold harmless the City or any of its officers, directors, employees, agents, consultants and subcontractors from and against any and all claims (including claims of Third Parties and claims of spouses, heirs, survivors, legal representatives, successors and assigns) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work for personal injury, illness, death, property (whether real or person, owned or leased) damage) and loss arising out of or resulting from the performance of this Agreement suffered by Contractor **EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY MEMBER(S) OF THE CITY.**

The release, protection, defense, indemnity and hold harmless obligations assumed by Contractor, and the limitations afforded the City, in this paragraph include any liability for employment discrimination, medical, compensation, or other benefits owed to employees of Contractor as a result of the direct employment relationship of such individuals with a member of Contractor even if such individuals are determined to be the borrowed or statutory employee of any member(s) of the City.

The indemnities in Paragraph 5.2 of this Agreement shall only be effective to the maximum extent permitted by the applicable law, either legislative enactment or a controlling judicial decision. If such existing or future law limits in any way the extent to which indemnification may be provided to an indemnity that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provision set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law. The liability of the City is limited due its status as a political subdivision of the State of Missouri.

Paragraph 5.3. For the purpose of Article V, the phrase "arising from or resulting from the performance of this Agreement" shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals and/or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.

Indemnity for Removal of Liens

Paragraph 5.4. Should the Contractor fail to fulfill its obligations under Article IV Section B concerning removal of liens, privileges or encumbrances on the property of any resident(s) of the City or property of the City arising out of performance under this Agreement, Contractor agrees to release, protect, defend, indemnify, and hold harmless the City for its direct costs actually incurred in removing such lien, privilege or encumbrance, should the City decide to proceed with removal.

Limitation on Damages

Paragraph 5.5. Contractor agrees that no resident(s) of the City will be responsible for and specifically agrees to release, defend, indemnify, and hold harmless the residents of the City, Mayor, City Council, employees, and agents from any and all liability for indirect, special, incidental, consequential, punitive or exemplary damages suffered by any employee(s) of Contractor.

SECTION B. INSURANCE

Basic Insurance Coverage

Paragraph 5.6. The Contractor and all subcontractors shall support its indemnity obligations by furnishing liability insurance coverage of the types set forth.

Comprehensive General Liability and Bodily Injury

Including Death:	\$1,000,000 each person \$3,000,000 each occurrence
Property Damage:	\$3,000,000 each occurrence \$3,000,000 aggregate

Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$1,000,000 each person \$3,000,000 each occurrence
Property Damage:	\$3,000,000 each accident

Owner's Protective Bodily Injury

Including Death:	\$1,000,000 each occurrence \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate

Workers Compensation

The Contractor shall procure and shall maintain during the term of the Agreement, Workers' Compensation insurance for all of its employees to be engaged and perform work under the Agreement, and in case any

such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be \$1,000.00 per occurrence.

Insurance Endorsements and Provisions

Paragraph 5.7. Prior to commencing to Work under this Agreement, Contractor shall obtain a waiver of subrogation from its insurers on the policies required in favor of the City.

Paragraph 5.8. All such insurance coverage required under this Agreement shall name the City as an additional insured.

Paragraph 5.9. Have such policies contain or be endorsed to contain a severability of interest provision so that each insured shall be treated separately under the policy so that the insurer may not deny enforcement based on the conduct or omissions of another insured; provided, however, this provision shall not cause any insurer or underwriter to pay more than the limits of the insurance coverage provided;

- Be primary over any insurance coverage maintained by the City;
- Be maintained in full force and effect during the term of this Agreement; and
- Contain provisions stating that such policies shall not be materially changed or cancelled without thirty (30) Days prior written notice having first been furnished to the City.

Certificates of Insurance

Paragraph 5.10. Contractor and all Subcontractors agree that prior to commencing any of the Work under this Agreement; they shall have their insurance carrier furnish the City a certificate or certificates of insurance and endorsement page(s) evidencing insurance coverage in accordance with the requirements identified herein. Acceptance by the City of a certificate or certificates of insurance and/or endorsement page(s) showing coverage not in compliance with the insurance requirements of this Agreement shall not relieve Contractor or Subcontractor(s) from its obligations under this Agreement.

Performance Bond and Labor and Material Payment Bond

Paragraph 5.11. Contractor shall furnish with the executed Agreement a Performance and Payment Bonds, each in an amount at least equal to the Contract Price of the Agreement as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, and also a Labor and Material Payment Bond in an amount at least equal to the Contract Price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance bond and the Labor and Material Payment Bond may be in separate instruments, however, if combined into one the amount shall be for two hundred percent of the Contract

Sum. The City will hold the Bonds for the duration of the Contract, as security for faithful performance and payment of all obligations under the Contract Documents.

Paragraph 5.12. Shall use the Performance Bond forms contained in the contract documents.

Paragraph 5.13. All Bonds signed by an agent must be accompanied by a certified copy of agent's authority to act. Only surety companies authorized to do business in and having an agent for services in the State of Missouri will be acceptable.

Paragraph 5.14. If the Surety on any Bonds furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall substitute another Bond and Surety, both of which must be acceptable to the City before continuing the Work.

Severability

Paragraph 5.15. If any part of Article V contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Article V and deemed nonbinding while all other parts of this Article V shall remain binding.

**ARTICLE VI.
LEGAL ADMINISTRATION**

SECTION A. COMPLIANCE WITH LAWS AND REGULATIONS

General Legal Compliance

Paragraph 6.1. Contractor shall comply with all applicable local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Agreement as well as other regulations and restrictive covenants of the City.

If the Contractor discovers any provisions in the Agreement which is contrary or inconsistent with any law, ordinance, or regulation, it shall immediately report same in writing to the City.

Paragraph 6.2. Contractor shall be held to comply with all requirements of the Prevailing Wage Law of the State of Missouri, and shall forfeit as a penalty to the state, county, city, town district or other political subdivision on whose behalf the Contract is made or awarded, one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this Contractor, by him/her or by any subcontractor under him/her.

Paragraph 6.3. Contractor shall affirm by sworn affidavit that he/she has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services and to sign the affidavit affirming that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the Contract. Such affidavit shall be required as a condition of this Contract prior to or at the time of execution of this Contract, and Contractor shall provide documentation for the program.

SECTION B. GOVERNING LAW AND DISPUTE RESOLUTION

Paragraph 6.4. The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri. The Agreement is performable in Franklin, County, Missouri, and the Parties agree that venue for any dispute under the Agreement shall be Franklin County. Any Party, who is the prevailing Party in any legal proceeding brought under or in relation to the Agreement shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

SECTION C. MISCELLANEOUS**Severability**

Paragraph 6.5. If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed nonbinding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

Singular and Plural

Paragraph 6.6. Reference to one gender includes a reference to the other gender.

Headings

Paragraph 6.7. The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

Counterpart Execution

Paragraph 6.8. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes. No Party shall be bound to this Agreement unless and until all Parties have executed a counterpart.

Binding Authority

Paragraph 6.9. Each of the individuals executing this Agreement represents that he or she has full right and authority to execute this instrument on behalf of the City or Contractor, as the case may be, and to bind such Party. If the Person executing this

Agreement has a title that includes the term "Manager," "Director," or "Vice President," then the Parties agrees that such Person has apparent authority to execute this Agreement and bind the Party. If such Person executes this Agreement on behalf of a Party, the other Party is not required to obtain a power of attorney, delegation of authority, or corporate resolution evidencing such authority.

Entirety of Contract

Paragraph 6.10. The Agreement embodies the entire contract between Parties.

Waiver

Paragraph 6.11. Failure to exercise any option to terminate shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provisions or any other provision. The failure of the City at any time to enforce or to object to a failure or refusal to perform any terms, condition, or covenant of the Agreement, or to exercise any option herein given, or to require at any time performance by the Contractor of any term, condition, or covenant hereof, shall in no way constitute a waiver of any subsequent breach, or effect the validity of the Agreement or any part hereof or the right of the City thereafter to enforce the same, but shall apply only to the specific instance to which the failure to enforce is directed.

Approvals

Paragraph 6.12. All approvals or consents required or permitted pursuant to the Agreement shall be in writing in order to be considered valid and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF WASHINGTON

By _____
James D. Hagedorn, Mayor

(SEAL)

ATTEST:

Sherri Klekamp, City Clerk

CONTRACTOR

By _____
"Contractor"

Title _____

(SEAL)

ATTEST:

Title:



February 6, 2023

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

RE: Resolution – Recreation Trails Program Grant Application

Honorable Mayor and City Council,

As some of you may remember from 2022, the Parks and Recreation Department is again working on the development of a grant application for the Recreation Trails Program (RTP) through the Missouri State Parks (A division of the Missouri Department of Natural Resources) for the potential funding for Phase III of the Rotary Riverfront Trail Expansion. Phase III is the connection of the East & West Rotary Riverfront Trails and ADA upgrades to the parking lot and restroom facility at Riverfront Park. Despite a good application, the City did not receive funding for this project in 2022. We believe this is a needed project, so we are reapplying.

RTP Grants are federal funds budgeted through the Federal Highway Administration and administered in Missouri through Missouri State Parks and are open to local and state governments, school districts, non-profit and for-profit organizations. Missouri receives between \$1 and \$1.5 million per fiscal year, with the maximum amount awarded is \$250,000 for trail projects. All applicants must have a minimum 20 percent match and must be open to the public for 25 years.

Although, staff is still working on the completion of the grant application, it is anticipated that we will be asking for the full grant amount of \$250,000. In doing so, the City is required to pass a resolution supporting the City's application for federal funds. **Accordingly, staff with the support of the Parks and Recreation Commission, recommends that Council review and approve the attached resolution supporting the application for federal assistance from The Recreational Trails Program for Phase III of the Rotary Riverfront Trail Expansion.**

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the City Council Meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation



**SITE PLAN
ROTARY RIVERFRONT TRAIL
WASHINGTON, MISSOURI**

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION SUPPORTING THE APPLICATION FOR FEDERAL ASSISTANCE FROM THE RECREATIONAL TRAILS PROGRAM FOR PHASE III OF THE ROTARY RIVERFRONT TRAIL EXPANSION IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the City of Washington is applying for federal assistance from the Recreation Trails Program for the purpose of Phase III of the Rotary Riverfront Trail Expansion.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WASHINGTON, MISSOURI, that

1. Wayne Dunker of the City of Washington is authorized to sign the application for federal assistance and any other official documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the Federal Highway Administration.
2. The City of Washington currently has the written commitment for the \$165,950.00 matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.
3. In the event a grant is awarded, the City of Washington will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for a minimum of 25 years.
4. In the event that a grant is awarded, the City of Washington is prepared to complete the project within the time period identified on the signed project agreement.
5. In the event a grant is awarded, the City of Washington will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders, all state laws that govern the grant application during the performance of the project, and stewardship requirements after the project is completed.

PASSED AND RESOLVED BY THE CITY OF WASHINGTON

The undersigned hereby certifies that he/she is the duly authorized Clerk and custodian of the books and records and seal of the City of Washington, duly formed pursuant to the laws of the State of Missouri, and that the foregoing is a true record of a resolution duly adopted at a meeting of the City Council, that said

meeting was held in accordance with state and local laws on February 6, 2023 and that the said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Clerk and have fixed the seal of the City of Washington, this 6th day of February 2023.

ATTEST: (Clerk)

By: _____

_____ (printed name)

(SEAL)



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

1/30/23

To: City Council
Mayor Hagedorn

From: Chief Armstrong

RE: Purchase of New Patrol Vehicles and Equipment for Same- 2022/2023 Budget Year

Respected Council Members and Honorable Mayor:

For the year 2022/2023 budget, I am requesting, as budgeted for, the purchase of three (3) police vehicles:

3- 2023 Dodge Durango Pursuit Vehicle AWD SUVs

All units will be assigned to the Road Patrol for use and will replace units in current service that have high mileage. Two older model Chevrolet Impalas and one Ford Explorer are the vehicles being replaced. We have experienced quality and reliability issues with the 2021 and 2022 model year Ford Explorers. A couple of them have required extensive repairs. Even though they were under warranty, there was still significant down time associated with the repairs. This prompted us to consider the Dodge Durango Pursuit. We consulted with area police agencies that have experience with the Durango Pursuit. They raved about their performance and reliability.

The 2022/2023 City Vehicle Replacement Fund budgeted for the purchase of three (3) new patrol units. The base state bid price for the 2023 Dodge Durango Pursuit AWD is \$39,450.00. Schicker Chrysler Dodge Jeep Ram of Washington quoted a price of \$39,450 per unit for a total of \$118,350.

We did seek two other bids for comparison. Landmark Dodge of Independence quoted a price of \$39,450 per unit. Dave Sinclair Chrysler Dodge Jeep and Ram quoted at price of \$39,334 per unit. The price difference for the units between Dave Sinclair and Schicker is minimal; about \$116/vehicle.

Given the fact that Schicker is located in town and meets the state contract price, I consider them to be the best bid and recommend we purchase from them.

I request approval of an ordinance and a sales contract with Schicker Chrysler Dodge Jeep Ram of Washington for the purchase of three (3) Dodge Durango Pursuit SUVs at a total purchase price of \$118,350.

Equipment

Getting three new patrol vehicles will require equipment purchase, outfitting, upgrading, and equipment change over for the vehicles.

I recommend using Public Safety Upfitters LLC of Fenton, MO for the equipment needed, change out, outfitting and upgrades. Recently we have experienced quality issues with our previous vendor for outfitting. Our staff decided to seek out bids from other area emergency vehicle upfitters. Public Safety Upfitters LLC quoted a price of \$12,708 per vehicle. Defender Product Solutions LLC quoted a price of \$13,076.87 per vehicle. Small Town Upfitting LLC quoted a price of \$14,496 per vehicle.

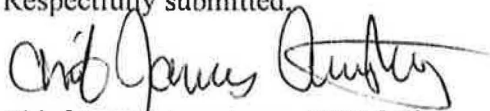
Public Safety Upfitters is a major outfitter for emergency vehicles in our region. Because of the volume of equipment they purchase for installation, they get bulk pricing from manufacturers. This in turn reduces the equipment costs to the Department. We did research other agencies that use Public Safety Upfitters, and they were pleased with their service. Additionally, they carry the same brand of equipment we currently use in our patrol vehicles. For the above reasons, including being the lowest bid, I recommend using Public Safety Upfitters.

I request approval of an ordinance and a sales contract with Public Safety Upfitters for equipment, outfitting, upgrading, and equipment change over for three (3) 2023 Dodge Durango Pursuit SUVs. Total cost being \$38,124.

The 2022/2023 Vehicle Replacement Fund for the police department purchase and equipping of three (3) police vehicles totals \$191,000.00. The total price from Schicker Chrysler and Public Safety Upfitters is \$156,474. Adding the price of \$2,000 per vehicle for graphics, puts the project \$28,526 under budget.

Should you have any questions or concerns, feel free to contact me prior to the City Council meeting.

Respectfully submitted,



Chief James Armstrong, DSN 256



Schicker Chrysler Dodge Jeep Ram of Washington

5824 Highway 100
Washington, MO 63090
Phone: (636) 239-6500 Fax: (636) 239-2650
www.schickerautomotive.com

January 26, 2023

Washington Police Dept.
Attn: Captain Darryl Balleydier
301 Jefferson St.
Washington, MO 63090

Captain Balleydier,

Herein is the bid from Schicker Chrysler Dodge Jeep Ram for three (3) 2023 model-year Dodge Durango fleet pursuit vehicles. Each vehicle meets the following specifications:

Model year: 2023

Make/model: Dodge Durango

Drive type: Pursuit vehicle all-wheel drive (AWD)

Engine & Transmission: 3.6L v6, 8-speed automatic transmission

Exterior color: Black clear coat

Optional equipment: Black left LED spot lamp

Cost per unit: \$39,450

Total cost for all three (3) vehicles: \$118,350

This price facilitated under City of Washington's fleet account number (FAN) 53140 and special bid incentives TB3073.

Thank you for the opportunity to bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Bizzle", written over a white background.

Justin Bizzle GSM

Bid prepared by Kerry Branson, point of contact for fleet sales.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT BETWEEN SCHICKER CHRYSLER DODGE JEEP RAM OF WASHINGTON FOR THE PURCHASE OF THREE (3) 2023 DODGE DURANGO PURSUIT PATROL VEHICLES

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 Sales Contract between Schicker Chrysler Dodge Jeep Ram of Washington and the City of Washington, Missouri for the purchase of three (3) Dodge Durango Pursuit Patrol Vehicles. A copy of said contract is marked Exhibit A and is attached hereto and incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: 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 A
SALES CONTRACT

This Sales Contract made and entered into this 6th day of February 2023, by and between Schicker Chrysler Dodge Jeep Ram of Washington, Washington, Missouri, hereinafter referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas seller provided a bid in accordance with the State of Missouri Contract for special bid incentives TB3073 of three (3) 2023 Dodge Durango Pursuit Vehicle AWD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City three (3) 2023 Dodge Durango Pursuit Vehicle AWD; in the manner set forth in the contract documents, for payment in the total sum of one-hundred eighteen thousand, three-hundred fifty dollars and zero cents (\$118,350.00).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and BidThis contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.
These documents are as fully a part of the contract as if attached hereto or repeated herein.
3. This agreement shall be construed or determined according to the laws of the State of MO.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first above written.

SELLER:
BY: _____
Company Representative

CITY:
BY: _____
Mayor - Washington, Missouri

ATTEST: _____
City Clerk



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

1/30/23

To: City Council
Mayor Hagedorn

From: Chief Armstrong

RE: Purchase of New Patrol Vehicles and Equipment for Same- 2022/2023 Budget Year

Respected Council Members and Honorable Mayor:

For the year 2022/2023 budget, I am requesting, as budgeted for, the purchase of three (3) police vehicles:

3- 2023 Dodge Durango Pursuit Vehicle AWD SUVs

All units will be assigned to the Road Patrol for use and will replace units in current service that have high mileage. Two older model Chevrolet Impalas and one Ford Explorer are the vehicles being replaced. We have experienced quality and reliability issues with the 2021 and 2022 model year Ford Explorers. A couple of them have required extensive repairs. Even though they were under warranty, there was still significant down time associated with the repairs. This prompted us to consider the Dodge Durango Pursuit. We consulted with area police agencies that have experience with the Durango Pursuit. They raved about their performance and reliability.

The 2022/2023 City Vehicle Replacement Fund budgeted for the purchase of three (3) new patrol units. The base state bid price for the 2023 Dodge Durango Pursuit AWD is \$39,450.00. Schicker Chrysler Dodge Jeep Ram of Washington quoted a price of \$39,450 per unit for a total of \$118,350.

We did seek two other bids for comparison. Landmark Dodge of Independence quoted a price of \$39,450 per unit. Dave Sinclair Chrysler Dodge Jeep and Ram quoted at price of \$39,334 per unit. The price difference for the units between Dave Sinclair and Schicker is minimal; about \$116/vehicle.

3FP

Given the fact that Schicker is located in town and meets the state contract price, I consider them to be the best bid and recommend we purchase from them.

I request approval of an ordinance and a sales contract with Schicker Chrysler Dodge Jeep Ram of Washington for the purchase of three (3) Dodge Durango Pursuit SUVs at a total purchase price of \$118,350.

Equipment

Getting three new patrol vehicles will require equipment purchase, outfitting, upgrading, and equipment change over for the vehicles.

I recommend using Public Safety Upfitters LLC of Fenton, MO for the equipment needed, change out, outfitting and upgrades. Recently we have experienced quality issues with our previous vendor for outfitting. Our staff decided to seek out bids from other area emergency vehicle upfitters. Public Safety Upfitters LLC quoted a price of \$12,708 per vehicle. Defender Product Solutions LLC quoted a price of \$13,076.87 per vehicle. Small Town Upfitting LLC quoted a price of \$14,496 per vehicle.

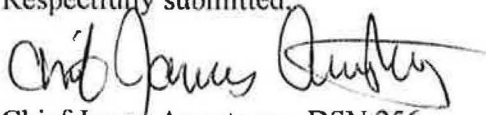
Public Safety Upfitters is a major outfitter for emergency vehicles in our region. Because of the volume of equipment they purchase for installation, they get bulk pricing from manufacturers. This in turn reduces the equipment costs to the Department. We did research other agencies that use Public Safety Upfitters, and they were pleased with their service. Additionally, they carry the same brand of equipment we currently use in our patrol vehicles. For the above reasons, including being the lowest bid, I recommend using Public Safety Upfitters.

I request approval of an ordinance and a sales contract with Public Safety Upfitters for equipment, outfitting, upgrading, and equipment change over for three (3) 2023 Dodge Durango Pursuit SUVs. Total cost being \$38,124.

The 2022/2023 Vehicle Replacement Fund for the police department purchase and equipping of three (3) police vehicles totals \$191,000.00. The total price from Schicker Chrysler and Public Safety Upfitters is \$156,474. Adding the price of \$2,000 per vehicle for graphics, puts the project \$28,526 under budget.

Should you have any questions or concerns, feel free to contact me prior to the City Council meeting.

Respectfully submitted,



Chief James Armstrong, DSN 256



PUBLIC SAFETY UPFITTERS LLC
1724 B WESTPARK CENTER
FENTON, MISSOURI 63026
(636) 326-8090

Representative: Scott Duerfahrd
 Cell: 314 807-5480

Client: Washington Police
 Attn: Darryl Balleydier
 Address: 415 Jefferson St
 washington mo 63090
 Phone: 636 677-9305
 Email: [Darryl Balleydier <dballeydier@washmo.gov>](mailto:dballeydier@washmo.gov)

Date: 12/28/2022
 Customer's PO:

1- 2023 Dodge Durango

All quotes are good for 20 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Code 3:		
	Light bar:		
1	PN# 16-32662-CM New Covert 52 inch dual color light bar, RW/BW with amber arrowstick and full scene light option	\$ 1,590.00	\$ 1,590.00
1	ADJBKT010-B hook kit for dodge durando 2021	N/C	N/C
	Siren and Speaker:		
2	C3100U speaker and universal bracket	\$ 159.00	\$ 318.00
1	Z3SXP-1 code 3 premier Z3 siren with built in banshee with dual tones	\$ 699.00	\$ 699.00
	Headlight and tilight flashers:		
1	built into the factory program but need to be powered up		INC.
	Mirror lights:		
2	M180SMC-RB red/blue under mirror light	\$ 95.00	\$ 190.00
1	BSM-BKT-DUR bracket for durango for lights	\$ 67.00	\$ 67.00

	Streamlight:		
1	20702 SL20 Led flashlight with dc supply	\$ 149.00	\$ 149.00
	Grille Lights:		
2	ULTMC-RB red / white megathin led light <i>flush mountd to grille</i>	\$ 79.00	\$ 158.00
	Side running board lights:		
1	C3RNRDC-60R-BWRW 60 inch outliner perimeter under tailgate light color red/blue/white	\$ 289.00	\$ 289.00
1	C3RNRDC-60L-BWRW 60 inch outliner perimeter under	\$ 289.00	\$ 289.00
2	RNRBKT-DUR brackets for lights	\$ 29.00	\$ 58.00
	rear license plate lights:		
1	ULTMC-RW red / white megathin led light	\$ 79.00	\$ 79.00
1	ULTMC-BW blue/ white megathin led light	\$ 79.00	\$ 79.00
1	LXEXLPBKT-CHR rear license plate bracket	\$ 35.00	\$ 35.00
	Rear Hatch Lights (flashing when hatch is up):		
2	ULTMC-RB mounted to hatch gate when open	\$ 79.00	\$ 158.00
	Rear Work light hatch:		
1	CW0402 code 3 flood light for hatch door rear 2 X.5x17	\$ 99.00	\$ 99.00
1	Switch for work light on hatch door	\$ 25.00	\$ 25.00
1	Code 3 freight		\$ 45.00
	Havis:		
1	C-VS-2300-DUR Vehicle-Specific 23" Console For 2021+ dodge durango	\$ 369.00	\$ 369.00
1	C-AP-0625-1 6" Accessory Pocket, 2.5" Deep	\$ 49.00	\$ 49.00
1	C-MC Mic Clip	\$ 10.00	\$ 20.00
1	CUP2-1004	\$ 39.00	\$ 39.00
1	C-ARM-103	\$ 117.00	\$ 117.00
1	C-EB35-Z3S-1P	N/C	N/C
1	C-EB30-MCS-1P NEED RADIO INFO VERIFIED !!!!!	N/C	N/C
1	C-MD-119 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapt	\$ 246.00	\$ 246.00
1	C-HDM-204 8.5" Heavy Duty Telescoping Pole, Side	\$ 139.00	\$ 139.00
	Havis side computer mount:		
1	C-MD-119 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapt	\$ 239.00	\$ 239.00
1	C-HDM-204 8.5" Heavy Duty Telescoping Pole, Side	\$ 145.00	\$ 145.00
	<i>customer is supplying docking station to mount to set up</i>		
1	Havis heavy Freight		TBD
	Jotto:		

1	475-1765 Single Cell Lite Prisoner Transport System for Dodge Durango 2021+ includes Front Divider, Center Divider, and Rear Cargo Barrier (CB4).	\$ 1,239.00	\$ 1,239.00
1	475-1759 ZRT, Dual Weapon, Single Cell Mounted, Vertical (GR7, ZRT, AR-BLM/870, DURANGO 2021+)	\$ 395.00	\$ 395.00
1	Jotto heavy Freight		TBD
	Cop Box 40x30x16 aprox CTECH		
1	P40-301 cop box with slide out drawer and storage on top	\$ 1,459.00	\$ 1,459.00
1	cop box freight		TBD
	<i>customer is supplying a radio and antenna</i>		
	<i>customer is supplying the docking station</i>		
	<i>INSTALLING radar can be added to install price if needed</i>		
	<i>INSTALLING video system can be added to install price if needed</i>		
Equipment Total			\$ 8,783.00
	Install labor hours @ \$110.00 per hour	35.0	\$ 3,850.00
	Install materials includes fuse block and misc. wiring components *		\$ 75.00
Grand Total			\$ 12,708.00

*Install material cost consist of: Wire, connectors, terminals, circuit protection, fuses, split loom, tape, shrink tube, and other consumables used in this install

Public Safety Upfitters Install Promise

All auxiliary wiring is protected through a power fuse module located under the hood or at OE manufacturers' locations. All wire, switches, relays, and power fuse modules are appropriately secured and mounted as per industry standards. All leads used for power are fused using factory preferred locations or properly rated fuse block with screw terminals for securing wire terminals. All ring terminals & other circuit connections are mechanically crimped using a ratcheting type crimper to ensure proper tension to the terminal a 3:1 adhesive lined black heat shrink is used to cover crimp for providing additional protection. All circuits have properly sized wire & circuit protection as recommended by the equipment manufacturer.

For the convenience of customers, we offer the ability to pay by credit card. In order to keep costs down for all customers, a 3% fee will be added to all invoices paid by credit card in person, and a 5% fee will be added to all invoices paid by credit card over the phone.

_____ Initial

Invoices are due Net 30, unless otherwise agreed upon with customer. A 3% fee will be added monthly to all invoices after 30 days. For delinquent accounts, the customer agrees to pay any and all collection fees, attorney fees, and all expenses incurred as a result of attempt to collect the debt.

_____ Initial

All quotes are good for 20 days. Cost of goods can change from one month to the next. After 20 days prices are subject to change. Returns are subject to restocking fees per vendor terms.

Initial

3Fb

New Customers: Upon acceptance of this quote, please email a tax exempt form to shelterbrand@psustl.com.

Signature and Date

--	--

Client Signature

Date

--	--

Representatives Signature

Date

By signing this agreement, I authorize Public Safety Upfitters, LLC. to order equipment and charge for the agreed quotation or invoice amount.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT BETWEEN PUBLIC SAFETY UPFITTERS LLC FOR THE PURCHASE, OUTFITTING AND UPGRADING OF EQUIPMENT FOR THREE (3) 2023 DODGE DURANGO PURSUIT PATROL VEHICLES

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 Sales Contract between Public Safety Upfitters LLC and the City of Washington, Missouri for the purchase, outfitting and upgrading of equipment for three (3) Dodge Durango Pursuit Patrol Vehicles. A copy of said contract is marked Exhibit A and is attached hereto and incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: 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 A

SALES CONTRACT

This Sales Contract made and entered into this 6th day of February 2023, by and between Public Safety Upfitters, Fenton, Missouri, hereinafter referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas seller was the best bid received for furnishing equipment, outfitting and upgrades for three (3) 2023 Dodge Durango Pursuit Vehicle AWD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City equipment, outfitting, upgrades and equipment removals for three (3) 2023 Dodge Durango Pursuit Vehicle AWD; in the manner set forth in the contract documents, for payment in the total sum of thirty-eight thousand, one hundred twenty-four dollars and no cents (\$38,124.00).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

3. This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first above written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor - Washington, Missouri

ATTEST: _____
City Clerk