

**COUNCIL WORKSHOP MEETING  
MONDAY, MAY 1, 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 April 3, 2023, Workshop minutes

Approve/Mayor

**2. PRESENTATIONS:**

**3. REPORT OF DEPARTMENT HEADS:**

A. Administration Department -

a. Cooperative Agreement Road Improvement South Point Road

Discuss-Send to Council

B. Community & Economic Development Department -

a. Mobile Food Vendor Code Amendment

Discuss-Send to Council

b. Professional Services Agreement Pottery Road Intersection

Discuss-Send to Council

C. Engineering Department -

a. Struckhoff Landfill & Oldenburg Industrial Park Proposal

Discuss-Send to Council

D. Parks Department -

a. Pool Contract Budget Amendment

Discuss-Send to Council

E. Police Department -

a. Motorcycle Headgear Code Amendment

Discuss-Send to Council

F. Street Department -

a. Zero Turn Mower Purchase

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:**

POSTED ON CITY HALL NOTICE BOARD BY SHERRI KLEKAMP, CITY CLERK, APRIL 27, 2023  
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov)

**MINUTES OF THE  
CITY OF WASHINGTON, MISSOURI  
COUNCIL WORKSHOP MEETING  
MONDAY, APRIL 3, 2023**

The Council Workshop Meeting was held on Monday, April 3, 2023, at 6:05 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Hagedorn opened the meeting with roll call with Troop 462 from the VFW leading the Pledge of Allegiance. They are working on their Communication Badges and the Citizenship in the Community.

|                         |                 |               |         |
|-------------------------|-----------------|---------------|---------|
| <b>Mayor:</b>           |                 | Doug Hagedorn | Present |
| <b>Council Members:</b> | <b>Ward I</b>   | Al Behr       | Present |
|                         |                 | Duane Reed    | Present |
|                         | <b>Ward II</b>  | Mark Hidritch | Absent  |
|                         |                 | Mark Wessels  | Present |
|                         | <b>Ward III</b> | Chad Briggs   | Present |
|                         |                 | Jeff Patke    | Present |
|                         | <b>Ward IV</b>  | Mike Coulter  | Absent  |
|                         |                 | Joe Holtmeier | Present |

|                      |                               |                          |
|----------------------|-------------------------------|--------------------------|
| <b>Also Present:</b> | City Attorney                 | Mark Piontek (6:51 p.m.) |
|                      | City Administrator            | Darren Lamb              |
|                      | City Clerk                    | Sherri Klekamp           |
|                      | Human Resources Manager       | Shauna Pfitzinger        |
|                      | Library Director              | Nelson Appell            |
|                      | Finance Director              | Mary Sprung              |
|                      | Public Works Superintendent   | Kevin Quaethem           |
|                      | Street Superintendent         | Tony Bonastia            |
|                      | Public Works Director         | John Nilges              |
|                      | Economic Development Director | Sal Maniaci              |
|                      | Parks Director                | Wayne Dunker             |
|                      | Fire Chief                    | Tim Frankenberg          |
| Police Chief         | Jim Armstrong                 |                          |

**Approval of Minutes**

A motion to approve the minutes from the March 6, 2023, Workshop meeting as presented made by Patke, seconded by Holtmeier, passed without dissent.

**Report of Department Heads**

**A. Administration Department-**

**a. Northern Star Homes, LLC Purchase Agreement**

*March 30, 2023*

*Honorable Mayor and City Council*

*Washington MO 63090*

*Dear Mayor and Council,*

April 3, 2023

*This ordinance is a purchase agreement between the City and Northern Star Homes for the development of a portion of the East West Parkway Roadway. The roadway has been a part of the City's Comprehensive Plan dating back to the mid 1980's. This agreement would allow for the purchase 8.78 acres to construct a 40' wide roadway for 1,100 feet east of Bieker Road and extend the right of way for future construction 1,700 feet. The right of way meets the previously approved plans of 80' right of way as well as not to exceed a 7% grade.*

*In addition, the City will be able to sell the excess property at a future date.*

*Sincerely,*

*Darren Lamb, AICP*

*City Administrator*

City Administrator Darren Lamb discussed the agreement. After discussion, a motion to forward to Council made by Behr, seconded by Patke, passed without dissent.

**b. Payroll, Timekeeping and HRIS Software-**

*To: Mayor and City Council*

*From: Shauna Pfitzinger, Human Resources Manager*

*Mary Sprung, Finance Director*

*Date: March 27, 2023*

*Re: Payroll, Timekeeping, and HRIS software*

*The current timekeeping software, initially purchased in October 2017, is cumbersome and ineffective. This product took almost 4 years to be fully implemented due to many issues with platform compatibility and upgrade glitches. Now that it's up and running the system is cumbersome to staff and often takes longer to process than its previous 15-year-old software predecessor. With more complaints than benefits, we set out almost 1 year ago, to research a better software that could improve upon our current software systems, as well as expand to give our employees newer technology that has the capability for them to access their own Payroll and HR information from anywhere.*

*A review panel was created that included Payroll Specialist Marcie Sullenstrup, Finance Director Mary Sprung, and me. We also gathered input from department staff that handle time and attendance matters. We began researching firms that could integrate HR, Payroll and Timekeeping software into one user-friendly system that also offered an employee portal. We narrowed the search down to 3 companies that fit what we were looking for and began to meet with them, watch demos, compare product offerings, check references, and eventually solicited quotes from them.*

*After careful review, the panel determined that Paycor HCM, Inc. was the best fit for what the City of Washington needs in terms of product and value. Paycor has been in business for over 30 years and provides a more modern way to manage people and their pay. The purchase of this software and hardware will save significant staff time and has many new features including cloud-based payroll, a mobile app with employee portal login, an integrated HRIS system that will communicate with our online benefits portal, and enhanced time off management and scheduling. Included and approved in the 2023 budget, is \$70,000 for a new Payroll and Timekeeping and HRIS software, hardware components, and implementation fees. With the Paycor quote the City will receive a promotion of 4 months free of the HCM core product fee (that is a value of \$10 per employee per month an approximate savings of \$1,300-\$1,500 per month.) As well as a 3-year price lock on our quote.*

*Expected initial costs this budget year would be \$28,500 for software and implementation fees, up to \$10,000 for hardware rental costs and approximately \$10,000 for setup/integration fees from*

April 3, 2023

our current financial software system. Then the subsequent annual fees would be \$26,500 for software and services and \$9,900 (or less if we need fewer time clocks) for hardware rentals. The savings of payroll and HR staff time realized along with the new employee-friendly features available will be a real asset to the City. We are excited to modernize and innovate this benefit for staff and employees alike.

Thank you.

Human Resources Manager Shauna Pfitzinger and Finance Manager Mary Sprung discussed the purchase. After discussion, a motion to forward to Council made by Holtmeier, seconded by Wessels, passed without dissent.

**B. Community & Economic Development Department-**

**a. Oldenburg Industrial Park Quit Claim Deed**

*April 3, 2023*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*Re: Oldenburg Industrial Park Deeds of Release*

*Mayor & City Council,*

*On your agenda for approval are two ordinances issuing deeds of the release related to the Oldenburg Industrial Park. The first of which is to release any City interest in Lot 1 and finalize the sale to AZZ Precoat Metals.*

*The second of which is finalize the ownership of land dedicated to the City in the final plat and release the remaining acreage solely back to the 353 Redevelopment Corporation. The plat demonstrates approximately 29% of the park to remain under City ownership. This includes the road right-of-way, the retention basin, and the conservation easement around the creek. This deed of release certifies that the City owns those portions of land and releases the remaining acreage back to 353.*

*Neither of these documents require any payments or changes in the existing loan to 353, but are the necessary paperwork to allow Precoat to close on Lot 1.*

*Feel free to reach out with any questions.*

*Sincerely,*

*Sal Maniaci*

*Community and Economic Development Director*

Community and Economic Development Director Sal Maniaci discussed the Quit Claim Deeds. After discussion, a motion to forward to Council made by Patke, seconded by Holtmeier, passed without dissent.

**b. Oldenburg Industrial Park Quit Claim Deed of Release**

*April 3, 2023*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*Re: Oldenburg Industrial Park Deeds of Release*

*Mayor & City Council,*

April 3, 2023

*On your agenda for approval are two ordinances issuing deeds of the release related to the Oldenburg Industrial Park. The first of which is to release any City interest in Lot 1 and finalize the sale to AZZ Precoat Metals.*

*The second of which is finalize the ownership of land dedicated to the City in the final plat and release the remaining acreage solely back to the 353 Redevelopment Corporation. The plat demonstrates approximately 29% of the park to remain under City ownership. This includes the road right-of-way, the retention basin, and the conservation easement around the creek. This deed of release certifies that the City owns those portions of land and releases the remaining acreage back to 353.*

*Neither of these documents require any payments or changes in the existing loan to 353, but are the necessary paperwork to allow Precoat to close on Lot 1.*

*Feel free to reach out with any questions.*

*Sincerely,*

*Sal Maniaci*

*Community and Economic Development Director*

With no further discussion, a motion to forward to Council made by Patke, seconded by Holtmeier, passed without dissent.

\*Community and Economic Development Director Sal Maniaci stated the Planning and Zoning Meeting that was scheduled for Monday, April 10 has been rescheduled to Wednesday, April 12 at 7 p.m.

\*Community and Economic Development Director Sal Maniaci thanked everyone for coming to the AZZ Precoat Groundbreaking.

### **C. Engineering Department-**

#### **a. Cell on Wheels Equipment**

*March 20, 2023*

*City Council,*

*For the past several years, the Washington Town and Country Fair Board has requested AT&T to bring back the Cell on Wheels equipment to the fairgrounds to improve mobile communications during the Fair without success. AT&T had previously provided the Cell on Wheels equipment for a number of years at the Fair, but two to three years ago, they set up a new permanent site on West Main Street to improve coverage and volume in the area, believing the new site would be able to handle the demand during the Fair. That assumption has proven inaccurate.*

*After the 2022 Fair, Jennifer Geisike and myself began joint meetings with AT&T representatives to bring the Cell on Wheels equipment back in an attempt to improve coverage during peak times. Our meetings were met with success and AT&T has agreed to return the equipment for this year's Fair. It is important to point out that Washington Emergency Services use AT&T FirstNet, and communications during that event are critical.*

*We are asking Council to approve the attached Temporary Site License with AT&T in order to get the equipment here before August.*

City Administrator Darren Lamb and Fire Chief Tim Frankenberg discussed the agreement. After a brief discussion, a motion to forward to Council made by Patke, seconded by Behr, passed without dissent.

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**D. Parks Department-**  
**a. Fairgrounds Operating Agreement**

*April 3, 2023*

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

*RE: Town & Country Fair Agreement  
Honorable Mayor and City Council,*

*Attached is an updated three-year Town & Country Fair Agreement with the Chamber of Commerce for the years 2023 – 2025. This will be the second official agreement the City has entered into with The Chamber of Commerce for the Fair.*

*The City will continue to provide the Fairgrounds and surrounding areas in Hillermann Park in addition to police and support services that it has historically provided in the past. The City will receive a payment of \$20,000 each year of the agreement. In addition, the City will receive 10% of the net profit the Chamber of Commerce earns from the Fair each year this Agreement is in effect, in excess of \$200,000.*

*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, MA, CPRP*

*Director of Parks & Recreation*

Parks Director Wayne Dunker discussed the agreement. After discussion, a motion to forward to Council made by Patke, seconded by Holtmeier, passed without dissent.

**b. Midwest Pool Management Agreement**

*April 3, 2023*

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

*RE: Pool Contract Amendment – Midwest Pool Management  
Honorable Mayor and City Council,*

*Attached is an ordinance and first amendment to the Midwest Pool Management (MPM) lifeguard and pool management contract for 2023. The amendment was necessary due to an increase in maintenance costs and labor. The combined maintenance and labor increase is \$39,300.*

*To help offset these increases, Staff have increased pool programming and rental fees approximately ten percent. In addition, Staff will adjust food prices at the pool concession stand and the pool will be open one less week in 2023. The week the pool was open before Washington School District started classes in 2022, has been removed from the 2023 pool schedule.*

*The 2023 pool season schedule will be:*

- May 27-August 13*
- August 19-20, August 26-27, September 2-4 \*Saturdays & Sundays Only*
- Last day of the 2023 pool season – Monday, September 4 (Labor Day)*
- Splash Pad continues to be open after September 4 while the weather is warm*

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*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, MA, CPRP*

*Director of Parks & Recreation*

Parks Director Wayne Dunker discussed the agreement. After discussion, a motion to forward to Council made by Patke, seconded by Holtmeier, passed without dissent.

**E. Police Department-**

**a. Code Amendment – Tall Grass Violations**

*March 2, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, MO 63090*

*Re: Ordinance Amendment – Tall Grass Violations*

*Dear Mayor and City Council Members:*

*For your consideration, this letter, with the attached ordinance amendment, was reviewed and approved by the Police Department, City Administration, and City Attorney as they relate to the enforcement of tall grass and weed violations.*

*If approved, the amendment will modify our current code to require that notice of violation only be given to property owners once per growing season. After an initial notice is given, immediate action may be taken by the city for subsequent violations during the same season. The amended code also adds the following penalty enhancement for repeat offenders during the same twelve-month period:*

*First Violation - \$200.00*

*Second Violation - \$275.00*

*Third Violation - \$350.00*

*Fourth and any Subsequent Violation - \$450.00*

*The intent of this amendment is to expedite the process of handling complaints of tall grass and weeds, while encouraging repeat offenders to maintain their property on a regular basis. If approved, this amendment should reduce resident complaints as well as the significant burden that these violations create on city staff year after year.*

*Thank you for your consideration.*

*Respectfully submitted,*

*Sgt. Michael Grissom #299*

*Washington Police Department*

Police Chief Jim Armstrong discussed the code amendment. After a brief discussion, a motion to forward to Council made by Holtmeier, seconded by Patke, passed without dissent.

**b. Livescan Fingerprint System**

*Date: March 27, 2023*

*To: Honorable Mayor and City Council*

*Subject: Live Scan contract*

*Honorable Mayor and City Council Members,*

*For more than 15 years the department has utilized Livescan. This is an electronic fingerprinting system. Arrestees are fingerprinted via a network link through the Livescan system. The*

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*fingerprints are sent immediately to the Missouri Criminal Records Division (CRD). Within minutes, a reply is received from CRD confirming or denying the identity of the subject fingerprinted. The reply also lists any caution indicators associated with the arrestee, if they are on probation or parole and if there are any active warrants. Livescan also allows the fingerprints to be stored electronically with an arrest report along with the booking photo and information. Additionally, Livescan provides other functions of identity and criminal history checks.*

*In the years since the department first started using Livescan, all software, hardware, maintenance, etc. was paid for through a grant from the Missouri State Highway Patrol. Our department recently received and signed a grant award agreement with the Missouri Highway Patrol. The agreement was to indicate that our department would incur all subscription costs after the first year; the first of a five (5) year contract with Idemia Identity and Security to service the Livescan being paid for by the Missouri State Highway Patrol. It should be noted that during the past five-year contract our department received grant funding for all five years with no cost to the city. This is typically decided year to year as funds are available. Therefore, we budget the cost of the contract to ensure that we can pay if necessary.*

*For your approval is a five (5) year contract with Idemia Identity and Security USA LLC for a service agreement for the Livescan fingerprint system. The year one cost is covered by the Missouri State Highway Patrol. The agreement lists a cost of \$5,928 per year, billed annually, for the remaining four (4) years for a total cost of \$23,712 over five (5) years. This agreement covers software, fingerprint scanner, computer and peripherals, printer, on-site training, and all service related to operation of the system.*

*Your approval ensures that the Department stays connected to the statewide criminal records and fingerprinting system. The system is integral in identifying arrestees, maintaining arrest records, providing immediate records collection for the MSHP Criminal Records Division, and maintaining other identifying and criminal history functions.*

*Thank you for your consideration.*

*Respectfully,*

*Jim Armstrong, Chief of Police*

Police Chief Jim Armstrong discussed the purchase. After a brief discussion, a motion to forward to Council made by Wessels, seconded by Behr, passed without dissent.

### **Miscellaneous**

\*Fire Chief Tim Frankenberg thanked the Mayor and Council for attending Officer Adam Sullentrup's Benefit Breakfast on Saturday. He also thanked the Washington Police Department, Street Department, and the School District of Washington for their support.

\*Fire Chief Tim Frankenberg thanked Public Works Director John Nilges for all his work.

\*Councilmember Patke stated one of the Washington Volunteer Firefighters was in an accident today and asked everyone to keep him in their prayers.

### **Adjournment**

With no further business to discuss, a motion to adjourn made at 6:53 p.m. by Wessels, seconded by Patke passed without dissent.

April 3, 2023





April 25, 2023

Honorable Mayor and City Council  
Washington MO, 63090

Dear Mayor and City Council,

Attached is an ordinance to enter into a cooperative agreement with the Washington Special Road District (WSRD) for the second phase of improvements to South Point Road. Exhibit A is a map of the cost share to reflect which entity is responsible for improvements. In short, the City's cost share for the improvements would total \$118,250.00 of the \$355,000 total estimate (see Exhibit B for a complete breakdown).

Within your 22/23 budget \$150,000 was budgeted towards such improvements. WSRD will be putting the project out for bid in May, anticipating a notice to proceed in June and a completion date of mid-August, early September.

Sincerely,

Darren Lamb, AICP  
City Administrator

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON SPECIAL ROAD DISTRICT

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 Cooperative Agreement for Road Improvement for a Section of South Point Road by and between the City of Washington, Missouri and the Washington Special Road District, 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 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**

**I**

**COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD**

THIS COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD ("AGREEMENT"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the City of Washington, Missouri, a Missouri municipal corporation ("City"), and Washington Special Road District ("District"). Each of the City and the District is a "Party" and collectively, they are the "Parties."

**W I T N E S S E T H:**

WHEREAS, the City is a third-class city and municipal corporation of the State of Missouri; and

WHEREAS, the District is a special road district located in the County of Franklin, Missouri, a first-class non-charter county, (the "County") which includes all of the territory included in the City limits as well as additional territory located outside of the City and within the County; and

WHEREAS, the District shall have sole, exclusive and entire control and jurisdiction over all public highways within the District outside the corporate limits of any city or village therein, other than those controlled by the highways and transportation commission, to construct, improve and repair such highways, and shall remove all obstructions from such highways, and for the discharge of these duties shall have all the power, rights and authority conferred by general statutes upon road overseers, and shall at all times keep the public roads under its charge in as good repair as the means at its command will permit, and for this purpose may employ competent people at such compensation as they shall agree upon, and may rent, lease or buy road equipment, implements, tools and machinery, all kinds of motor power, and all things needful to carry on such road work, or the District may have such road work or any part of such work done by contract, under such regulations as the District may prescribe, pursuant to Mo. Rev. Stat. §233.070.1-2, as amended; and

WHEREAS, Article VI Section 16 of the Missouri Constitution authorizes any municipality or political subdivision of the State of Missouri to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

WHEREAS, Section 70.220 RSMo. authorizes any municipality or political subdivision of the State of Missouri to contract and cooperate with any other municipality or political subdivision, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, a portion of South Point Road south of Missouri Route 100 is in the City limits of the City and a portion is in the District boundaries; and

WHEREAS, the City has annexed the lots and parcels of land located in Stone Crest Subdivision (the "Subdivision") which has an entrance to the Subdivision from South Point Road; and

WHEREAS, the City is responsible for the maintenance of the roads located within the Subdivision as well as the portions of South Point Road located in the City Limits including, but not limited to, constructing, improving, and repairing the streets located therein and removing snow accumulations; and

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WHEREAS, the City needs to overlay with asphalt portions of South Point Road located in the City Limits, and the District needs to overlay with asphalt portions of South Point Road located in the District (collectively the "Project"); and

WHEREAS, the Project consists of making pavement improvements to South Point Road, mobilization of equipment, traffic control, milling the existing asphalt surface, providing a three inch (3") asphalt overlay; and

WHEREAS, the City and the District desire to cooperate with each other in the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, it is hereby agreed as follows:

(1) **CONSTRUCTION OF THE PROJECT.** The District will complete design plans for the Project with input from the City. The completed design plans will be submitted to the City for approval. After approval of the design plans the District will seek bids for the Project. Bids will be reviewed by both parties and the parties shall jointly select a contractor to construct the Project. Upon completion of construction of the Project the City and the District will review and approve the Project. Upon approval of the City and the District each party will pay its share of the cost as set forth herein.

(2) **DISTRICT COST SHARE.** The District shall pay the following:

- a. Half of the cost of design plans, construction documents, mobilization and traffic control;
- b. The cost of milling the area shown hachured in blue as shown on Exhibit A attached hereto and incorporated herein by reference; and
- c. The cost of a leveling course of asphalt in the area shown hachured in blue and yellow on Exhibit A; and
- d. The cost of the final surface asphalt course in the area shown hachured in blue and yellow on Exhibit A; and
- e. The cost of pavement marking in the area shown hachured in blue and yellow on Exhibit A; and
- f. The estimated cost of items (2) a., b. c. d. e are shown on Exhibit B attached hereto and incorporated herein by reference

(3) **CITY COST SHARE.** The City shall pay the following:

- a. Half of the cost of design plans, construction documents, mobilization and traffic control;
- b. The cost of milling the areas shown hachured in red and yellow on Exhibit A;
- c. The cost of a leveling course of asphalt in the area shown hachured in red on Exhibit A;
- d. The cost of a final surface asphalt course in the area shown hachured in red on Exhibit A;
- e. The cost of pavement marking in the area shown hachured in red on Exhibit A; and

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f. The estimated cost of items (3) a., b. c. d. and e are shown on Exhibit B attached hereto and incorporated herein by reference.

(4) **CONSTRUCTION CONTRACTS.** The District shall enter into a contract for the construction work described on Exhibit A. Upon receipt of a payment request from the contractor the District shall forward a copy to the City and the City shall pay the applicable percentage of the payment request as set forth in Section 3 above within ten (10) days.

(5) **INSURANCE/INDEMNIFICATION.** The City shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Agreement. The City shall bear the cost of its own defense and shall indemnify and hold the District harmless to the fullest extent permitted by law from any and all claims or causes of action that arise after the date of this Agreement as to the Project. Likewise, the District shall indemnify and hold the City harmless to the fullest extent permitted by law from any and all claims or causes of action that arise before the date of this Agreement as to the Project. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

(6) **WAIVER OF CLAIMS.** Each Party agrees and hereby releases and waives all claims against all other parties with respect to any loss, damage, personal injury, or death sustained by that Party, its employees, or third parties as a result of its participation in the activities covered by this Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by a Party participating in this Agreement. Each Party to this Agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Party, its employees and agents. Nothing in this Agreement shall limit either Party hereto from entering into mutual aid agreements with other jurisdictions.

(7) **NOTICES.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand or (ii) a widely recognized national overnight courier service for next business day delivery or (iii) mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To City: City of Washington, Missouri  
400 Jefferson Street  
Washington, Missouri 63090  
Attn: City Administrator

With a copy to: Mark C. Piontek  
Sandberg Phoenix & von Gontard, PC  
1200 Jefferson Street  
Washington, Missouri 63090

To District: Washington Special Road District  
1001 Clay Street

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Washington, Missouri 63090  
Attn: Chairman

with a copy to: Kurt A. Voss  
Zick, Voss, Politte, Richardson & Brinker PC  
438 W. Front Street  
Washington, Missouri 63090

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address hereunder.

(8) **DEFAULT.** If either Party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the other Party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting Party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting Party under applicable law, including, but not limited to, the right to enjoin any violation of the terms of this Agreement and the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated based upon such default of the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

(9) **WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either Party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the Party to be bound.

(10) **DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

(11) **FURTHER ASSURANCES.** The Parties agree that they will each take such steps and execute such documents as may be reasonably required by the other Party to carry out the intent and purposes of this Agreement.

(12) **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(13) **AMENDMENT AND MODIFICATION.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to

21845570.v3

any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

(14) **AUTHORITY.** The undersigned City and District hereby represent, covenant and warrant that all actions necessary will have been obtained and that they will have been authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects.

(15) **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

(16) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall become a binding and enforceable Agreement among the Parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto.

(17) **CAPTIONS.** Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(18) **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

(19) **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

(20) **DRAFTER OF AGREEMENT.** This Agreement is the result of the work of both Parties and both Parties shall be considered as drafters so the Court should not construe this Agreement against either Party as drafter.

*[Signatures to follow.]*

21845570.v3



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

"CITY"

City of Washington, Missouri

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

"DISTRICT"

Washington Special Road District

By: Edward K Fischer

Name: EDWARD K. FISCHER

Title: \_\_\_\_\_

Date: 4-17-23

21845570.v3

EXHIBIT A

21845570.v3

---

21987005.v1

3Aa

**COST SHARE EXHIBIT  
SOUTH POINT ROAD IMPROVEMENTS**



100% FUNDING SOURCES FOR THE ROAD IMPROVEMENTS

-  CITY OF RAINBOWTON
-  RAINBOWTON SPECIAL ROAD DISTRICT
-  CITY OF RAINBOWTON - 10 MILL  
RAINBOWTON SPECIAL ROAD DISTRICT - 10 FIVE

TOTAL AREA - 26,530 SQ. FT.  
CONV- 3" ASPHALT OVERLAY - 500 TONS

TOTAL AREA - 88,218 SQ. FT.  
WISRD- 3" ASPHALT OVERLAY - 1700 TONS



**DRAFT**

|                                                                                                                                                                                                                                                       |                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|  <p><b>WBE</b><br/>WISCONSIN BLENDED ENVIRONMENT<br/>INCORPORATED<br/>1000 W. WISCONSIN AVE.<br/>MILWAUKEE, WI 53233<br/>TEL: 414.224.1100<br/>WWW.WBEINC.COM</p> | <p><b>COST SHARE EXHIBIT<br/>SOUTH POINT ROAD IMPROVEMENTS</b></p>                                               |
|                                                                                                                                                                                                                                                       | <p>DATE: 10/1/11<br/>SCALE: AS SHOWN<br/>DRAWN BY: J. J. JONES<br/>CHECKED BY: J. J. JONES<br/>DATE: 10/1/11</p> |

**EXHIBIT B**

| SOUTH POINT ROAD OVERLAY - WARD & CITY OF WASHINGTON |          |             |              |                      |                      |                      |  |
|------------------------------------------------------|----------|-------------|--------------|----------------------|----------------------|----------------------|--|
| ITEM DESCRIPTION                                     | QUANTITY | UNITS       | UNIT COST    | TOTAL COST           | WARD COST            | CITY COST            |  |
| 1 MOBILIZATION                                       | 1        | LUMP SUM    | \$ 25,000.00 | \$ 25,000.00         | \$ 12,500.00         | \$ 12,500.00         |  |
| 2 TRAFFIC CONTROL                                    | 1        | LUMP SUM    | \$ 12,000.00 | \$ 12,000.00         | \$ 6,000.00          | \$ 6,000.00          |  |
| 3 MILLING 7,000 SQ Y                                 | 7000     | SQUARE YARD | \$ 5.00      | \$ 35,000.00         | \$ 1,750.00          | \$ 33,250.00         |  |
| 4 1" ASPHALT OVERLAY                                 | 2,200    | TONS        | \$ 125.00    | \$ 275,000.00        | \$ 212,500.00        | \$ 62,500.00         |  |
| 5 PAVEMENT MARKING                                   | 1        | LUMP SUM    | \$ 8,000.00  | \$ 8,000.00          | \$ 4,000.00          | \$ 4,000.00          |  |
| <b>BID TOTAL</b>                                     |          |             |              | <b>\$ 355,000.00</b> | <b>\$ 236,750.00</b> | <b>\$ 118,250.00</b> |  |



May 1, 2023

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Mobile Food Vendor Code Change

Mayor & City Council,

On your agenda for the May 1<sup>st</sup>, 2023 meeting is a code amendment pertaining to mobile food vendors. In 2018, Council created a Mobile Food Truck Ordinance that allows food trucks to operate on public property and public right-of-way when certain requirements were met. The code then was written specifically for licensed vehicles.

Recently, staff has received requests from two vendors that would operate a trailer or a pushcart (hot dog cart). According to the 2018 code, these would not be permitted. It is staff's assessment that the intent of the 2018 code was to include mobile food carts if the same requirements are met. It is reasonable that a hot dog cart would not be more intrusive than a food truck, allowing both to be treated equally.

The new ordinance would not change any of the regulations or vending district boundaries, but would simply change the definition to mobile vending unit to include pushcart, trailer, or vehicle.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci  
Community and Economic Development Director

# MOTORIZED FOOD TRUCK VENDING DISTRICTS



# MOTORIZED FOOD TRUCK VENDING DISTRICTS



The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

## Chapter 650 Mobile Food ~~Truck~~ Vendors

### Section 650.010 **Definitions.**

~~{R.O. 1992 § 650.010; Ord. No. 18-11950, 12-3-2018}~~

~~A. Mobile food vending unit shall mean a food service establishment located in a pushcart or vehicle, self or otherwise propelled, used to store, prepare, display, serve or sell food, or distribute food free of charge to the public, for consumption in a place other than in or on the unit. Any such pushcart or vehicle shall be deemed a mobile food vending unit whether operated indoors or outdoors, on public, private or restricted space. A mobile food vending unit shall not mean a stand or a booth. A motorized food truck shall be a single, self-contained, motorized vehicle with valid unexpired license plates. Proof of licensing and registration shall be submitted with the application.~~

~~B. Mobile food vendor shall mean a person who sells or offers for sale food, or distributes food free of charge, from a mobile food vending unit in any public, private or restricted space.~~

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~~C. Operate or operation of a mobile food vending unit shall mean setting up, preparing, storing, holding and selling food, or distributing food free of charge, from a mobile food vending unit.~~

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### Section 650.020 **Compliance With Laws Required.**

~~{R.O. 1992 § 650.020; Ord. No. 18-11950, 12-3-2018}~~

All ~~mobile food vending units, motorized food trucks~~ shall be subject to and comply with the laws of the City of Washington, including but not limited to parking, health, safety and licensing laws.

### Section 650.030 **Permit.**

~~{R.O. 1992 § 650.030; Ord. No. 18-11950, 12-3-2018}~~

A ~~mobile food vendor, motorized food truck vendor~~ shall fill out an application to obtain a permit from the City Clerk to vend in the approved vending district,; obtain a business license from the City of Washington, and a Health Department Food Permit from the Franklin County Health Department.

### Section 650.040 **Requirements.**

~~{R.O. 1992 § 650.040; Ord. No. 18-11950, 12-3-2018}~~

- A. All ~~mobile food vending units, motorized food trucks~~ shall be subject to the requirements set forth by the Washington Fire Department as stated below:
1. If propane is used as a the fuel source for cooking appliances, provide a copy of LP Gas System Annual Leak Test as performed by an approved inspection agency, a company that is registered with the United States Department of Transported or a contractor registered with the Missouri Propane Safety Commission.
  2. Have LP gas tanks sized in accordance with the appliance using LP gas. No one (1) tank shall exceed one hundred (100) pounds and there shall not be more than two (2) tanks installed per vehicle. A listed LP gas alarm shall be installed within the ~~vehicle~~ mobile food vending unit in the vicinity of LP gas system components, in accordance with the manufacturer's instructions.



3. If compressed natural gas (CNG) is used as the fuel source for cooking appliances, provide a copy of the most recent container inspection and the name of the qualified service facility that performed the inspection. The maximum aggregate capacity of CNG containers transported on the ~~mobile food vending unit vehicle~~ shall not exceed one thousand three hundred (1,300) pounds water capacity. A listed methane gas alarm shall be installed within the vehicle in accordance with the manufacturer's instructions.
4. An approved fire suppression system shall be installed above any cooking operation that is capable of producing grease laden vapors or smoke.
5. A copy of semiannual fire suppression systems inspection reports as completed by a licensed contractor shall be submitted.
6. The ~~mobile food vending unit vehicle~~ shall have Class K and ten (10) lb. ABC extinguishers installed and be serviced annually.
7. The ~~mobile food vending unit vehicle~~ shall be at least ten (10) feet from buildings, other vehicles, or combustibles.
8. The ~~mobile food vending unit vehicle~~ shall not block fire hydrants, fire lanes, fire department connection, or exits.
9. Generators shall be ten (10) feet from buildings, structures, vehicles and combustibles.

**Section 650.050 Application.**

~~[R.O. 1992 § 650.050; Ord. No. 18-11950, 12-3-2018]~~

- A. Applicants shall submit with the application the following information:
  1. The ~~mobile food vending unit food truck~~ registration public safety form to be approved by the Fire Chief.
  2. The ~~mobile food vending unit motorized food truck vehicle~~ insurance information (the certificate of insurance) shall name the City of Washington as an additional insured and indemnify and hold harmless the City of Washington.
  3. A description and photo of how the ~~mobile food vending unit motorized food truck~~ will be set up.
  - ~~4. Proof of motor vehicle licensing and registration.~~
  5. A permit fee of five hundred dollars (\$500.00) annually or one hundred twenty-five dollars (\$125.00) quarterly.

**Section 650.060 Health Department Food Permit And Comply With County Health Code.**

~~[R.O. 1992 § 650.060; Ord. No. 18-11950, 12-3-2018]~~

~~Mobile food vendors Motorized food truck vendors~~ shall have a Health Department food permit and be subject to and comply with the Franklin County Health Code.

**Section 650.070 Vending In Vending Districts Only.**

~~[R.O. 1992 § 650.070; Ord. No. 18-11950, 12-3-2018]~~

Permitted ~~mobile food vendors motorized food truck vendors~~ shall only vend at locations within the approved vending districts. No location shall be within two hundred (200) feet of a restaurant or an approved

roadside stand vendor space.

**Section 650.080 Vending Districts Established.**

~~{R.O. 1992 § 650.080; Ord. No. 18-11950, 12-3-2018}~~

The City Council of the City of Washington, Missouri, shall establish such vending districts as it deems appropriate. ~~Mobile food vendors~~ ~~Motorized food trucks~~ shall operate only within these approved districts.

**Section 650.090 Regulations.**

~~{R.O. 1992 § 650.090; Ord. No. 18-11950, 12-3-2018}~~

A ~~mobile food vendor~~ ~~motorized food truck vendor~~ shall only sell food and beverages and the vendor is prohibited from selling alcohol and/or beer. Beverages shall be dispensed in cans or paper/plastic cups only (no glass). All Federal, State and local regulation pertaining to the quality of food products offered for sale shall be met.

**Section 650.100 Unobstructed Sidewalks.**

~~{R.O. 1992 § 650.100; Ord. No. 18-11950, 12-3-2018}~~

A ~~mobile food vendor~~ ~~motorized food truck vendor~~, at all times, shall ensure that a minimum of four (4) feet of unobstructed sidewalk remains open for pedestrian and wheelchair traffic. All points of sale shall occur on the curbside side of the street ~~from a sales window~~.

**Section 650.110 End Of Day Operations And Sanitation.**

~~{R.O. 1992 § 650.110; Ord. No. 18-11950, 12-3-2018}~~

A ~~mobile food vendor~~ ~~motorized food truck vendor~~, at termination of operations each business day, shall remove all items, containers, debris, etc. The vendor shall collect and dispose of all litter and garbage incidental to the operation of his/her vending business. The cleanliness of the specific area of operation shall be the sole responsibility of the vendor. ~~Licensed v~~ Vendors shall not place refuse from their operation in or beside any public trash container or in any drain along the streets and sidewalks. Prior to the permit being issued, vendors shall also submit a trash disposal plan with the application.

**Section 650.120 Hold City Harmless.**

~~{R.O. 1992 § 650.120; Ord. No. 18-11950, 12-3-2018}~~

Every ~~mobile food vendor~~ ~~motorized food truck vendor~~ shall indemnify and save harmless the City of Washington for all suits or actions brought against the City for or on account of any injuries or damages received or sustained by any party or parties for or from the said vendor.

**Section 650.130 Special Events And Festivals.**

~~{R.O. 1992 § 650.130; Ord. No. 18-11950, 12-3-2018}~~

A ~~mobile food vendor~~ ~~motorized food truck vendor~~ may be parked outside of an approved vending district when participating in a special event or festival with the consent of the event organizer.

**Section 650.140 Hours.**

~~{R.O. 1992 § 650.140; Ord. No. 18-11950, 12-3-2018}~~

A ~~mobile food vendor~~ ~~motorized food truck vendor~~ shall not vend before 6:00 A.M. or after 1:00 A.M.

~~Section 650.150 All Business To Take Place Within Truck.  
[R.O. 1992 § 650.150; Ord. No. 18-11950, 12-3-2018]~~

~~A motorized food truck vendor shall operate all aspects of the business (cooking, sales and supplies) within the truck.~~

**Section 650.160 All Equipment To Be Provided By Vendor.**  
~~[R.O. 1992 § 650.160; Ord. No. 18-11950, 12-3-2018]~~

A mobile food vendor ~~motorized food truck vendor~~ shall provide, at the vendor's expense, all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electric or other utility will be supplied by the City.

**Section 650.170 Disorderly Behavior Prohibited.**  
~~[R.O. 1992 § 650.170; Ord. No. 18-11950, 12-3-2018]~~

No form of intimidation, disorderly behavior, or misconduct shall be tolerated. This applies not only the public, but actions towards other vendors operating under these rules and regulations.

**Section 650.180 Permit Not Assignable To Another Vendor.**  
~~[R.O. 1992 § 650.180; Ord. No. 18-11950, 12-3-2018]~~

A mobile food vendor's ~~motorized food truck vendor's~~ permit shall not be assignable, in whole or part, nor any portion of the mobile food unit ~~food truck~~ sublet to another vendor.

**Section 650.190 License Revoked.**  
~~[R.O. 1992 § 650.190; Ord. No. 18-11950, 12-3-2018]~~

The City Clerk may revoke any mobile food vendor's ~~motorized food truck vendor's license permit~~ issued by the City Clerk if the vendor violates any provisions of this Chapter listed above or any license rules or regulations promulgated by the City.

**Section 650.200 Districts Established.**  
~~[R.O. 1992 § 650.200; Ord. No. 18-11950, 12-3-2018]~~

This Chapter shall establish vending districts in the City of Washington as shown in attached Exhibits A and B, same to be held on file in the City offices.

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 650 OF THE  
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 650.010 of the Code of the City of Washington is hereby amended to read as follows:

Section 650.010 Definitions.

A. Mobile food vending unit shall mean a food service establishment located in a pushcart or vehicle, self or otherwise propelled, used to store, prepare, display, serve or sell food, or distribute food free of charge to the public, for consumption in a place other than in or on the unit. Any such pushcart or vehicle shall be deemed a mobile food vending unit whether operated indoors or outdoors, on public, private or restricted space. A mobile food vending unit shall not mean a stand or a booth.

B. Mobile food vendor shall mean a person who sells or offers for sale food, or distributes food free of charge, from a mobile food vending unit in any public, private or restricted space.

C. Operate or operation of a mobile food vending unit shall mean setting up, preparing, storing, holding and selling food, or distributing food free of charge, from a mobile food vending unit.

SECTION 2: Section 650.020 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.020 Compliance With Laws Required.

All mobile food vending units shall be subject to and comply with the laws of the City of Washington, including but not limited to parking, health, safety and licensing laws.

SECTION 3: Section 650.030 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.030 Permit.

A mobile food vendor shall fill out an application to obtain a permit from the City Clerk to vend in the approved vending district, obtain a business license from the City of Washington, and a Health Department Food Permit from the Franklin County Health Department.

SECTION 4: Section 650.040 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.040 Requirements.

A. All mobile food vending units shall be subject to the requirements set forth by the Washington Fire Department as stated below:

1. If propane is used as a fuel source for cooking appliances, provide a copy of LP Gas System Annual Leak Test as performed by an approved inspection agency, a company that is registered with the United States Department of Transported or a contractor registered with the Missouri Propane Safety Commission.
2. Have LP gas tanks sized in accordance with the appliance using LP gas. No one (1) tank shall exceed one hundred (100) pounds and there shall not be more than two (2) tanks installed per vehicle. A listed LP gas alarm shall be installed within the mobile food vending unit in the vicinity of LP gas system components, in accordance with the manufacturer's instructions.
3. If compressed natural gas (CNG) is used as the fuel source for cooking appliances, provide a copy of the most recent container inspection and the name of the qualified service facility that performed the inspection. The maximum aggregate capacity of CNG containers transported on the mobile food vending unit shall not exceed one thousand three hundred (1,300) pounds water capacity. A listed methane gas alarm

shall be installed within the vehicle in accordance with the manufacturer's instructions.

4. An approved fire suppression system shall be installed above any cooking operation that is capable of producing grease laden vapors or smoke.

5. A copy of semiannual fire suppression systems inspection reports as completed by a licensed contractor shall be submitted.

6. The mobile food vending unit shall have Class K and ten (10) lb. ABC extinguishers installed and be serviced annually.

7. The mobile food vending unit shall be at least ten (10) feet from buildings, other vehicles, or combustibles.

8. The mobile food vending unit shall not block fire hydrants, fire lanes, fire department connections, or exits.

9. Generators shall be ten (10) feet from buildings, structures, vehicles and combustibles.

SECTION 5: Section 650.050 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.050 Application.

A. Applicants shall submit with the application the following information:

1. The mobile food vending unit registration public safety form to be approved by the Fire Chief.

2. The mobile food vending unit insurance information (the certificate of insurance) shall name the City of Washington as an additional insured and indemnify and hold harmless the City of Washington.

3. A description and photo of how the mobile food vending unit will be set up.

4. A permit fee of five hundred dollars (\$500.00) annually or one hundred twenty-five dollars (\$125.00) quarterly.

SECTION 6: Section 650.060 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.060 Health Department Food Permit And Comply With County Health Code.

Mobile food vendors shall have a Health Department food permit and be subject to and comply with the Franklin County Health Code.

SECTION 7: Section 650.070 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.070 Vending In Vending Districts Only.

Permitted mobile food vendors shall only vend at locations within the approved vending districts. No location shall be within two hundred (200) feet of a restaurant or an approved roadside stand vendor space.

SECTION 8: Section 650.080 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.080 Vending Districts Established.

The City Council of the City of Washington, Missouri, shall establish such vending districts as it deems appropriate. Mobile food vendors shall operate only within these approved districts.

SECTION 9: Section 650.090 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.090 Regulations.

A mobile food vendor shall only sell food and beverages and the vendor is prohibited from selling alcohol and/or beer. Beverages shall be dispensed in cans or paper/plastic cups only (no glass). All Federal, State and local regulations pertaining to the quality of food products offered for sale shall be met.

SECTION 10: Section 650.100 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.100 Unobstructed Sidewalks.

A mobile food vendor, at all times, shall ensure that a minimum of four (4) feet of unobstructed sidewalk remains open for pedestrian and wheelchair traffic. All points of sale shall occur on the curbside side of the street.

SECTION 11: Section 650.110 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.110 End Of Day Operations And Sanitation.

A mobile food vendor, at termination of operations each business day, shall remove all items, containers, debris, etc. The vendor shall collect and dispose of all litter and garbage incidental to the operation of his/her vending business. The cleanliness of the specific area of operation shall be the sole responsibility of the vendor. Vendors shall not place refuse from their operation in or beside any public trash container or in any drain along the streets and sidewalks. Prior to the permit being issued, vendors shall also submit a trash disposal plan with the application.

SECTION 12: Section 650.120 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.120 Hold City Harmless.

Every mobile food vendor shall indemnify and save harmless the City of Washington for all suits or actions brought against the City for or on account of any injuries or damages received or sustained by any party or parties for or from the said vendor.

SECTOIN 13: Section 650.130 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.130 Special Events And Festivals.

A mobile food vendor may be parked outside of an approved vending district when participating in a special event or festival with the consent of the event organizer.



SECTION 14: Section 650.140 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.140 Hours.

A mobile food vendor shall not vend before 6:00 A.M. or after 1:00 A.M.

SECTION 15: Section 650.150 of the Code of the City of Washington, Missouri is hereby repealed.

SECTION 16: Section 650.160 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.160 All Equipment To Be Provided By Vendor.

A mobile food vendor shall provide, at the vendor's expense, all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electric or other utility will be supplied by the City.

SECTION 17: Section 650.170 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.170 Disorderly Behavior Prohibited.

No form of intimidation, disorderly behavior, or misconduct shall be tolerated. This applies not only to the public, but actions towards other vendors operating under these rules and regulations.

SECTION 18: Section 650.180 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.180 Permit Not Assignable To Another Vendor.

A mobile food vendor's permit shall not be assignable, in whole or part, nor any portion of the mobile food unit sublet to another vendor.

SECTION 19: Section 650.190 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.190 License Revoked.

The City Clerk may revoke any mobile food vendor's permit issued by the City Clerk if the vendor violates any provisions of this Chapter listed above or any license rules or regulations promulgated by the City.

SECTION 20: Section 650.200 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.200 Districts Established.

This Chapter shall establish vending districts in the City of Washington as shown in attached Exhibits A and B, same to be held on file in the City offices.

SECTION 21: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 22: 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



May 1, 2023

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Pottery Road Intersection

Mayor & City Council,

On your agenda for the May 1<sup>st</sup>, 2023 meeting is a contract with Civil Design, Inc. for the design of the necessary improvements for the Pottery Road and Don Avenue intersection. This design will satisfy the City's responsibilities in the Don Avenue development agreement passed by Council last month. An exhibit showing the intersection is attached and outlined in red.

The contract is for \$37,795.15. The 2022-2023 budget included \$200,000 for Pottery Road and will cover the cost of design.

Feel free to reach out with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sal Maniaci".

Sal Maniaci  
Community and Economic Development Director



JOHN E. FALK  
CIVIL ENGINEER  
MO# PE-2003001031

DATE: 07/19/2022  
CD# # R4522  
DESIGNED BY: JAG  
DRAWN BY: JAG  
CHECKED BY: JEF

| DATE | REMARKS |
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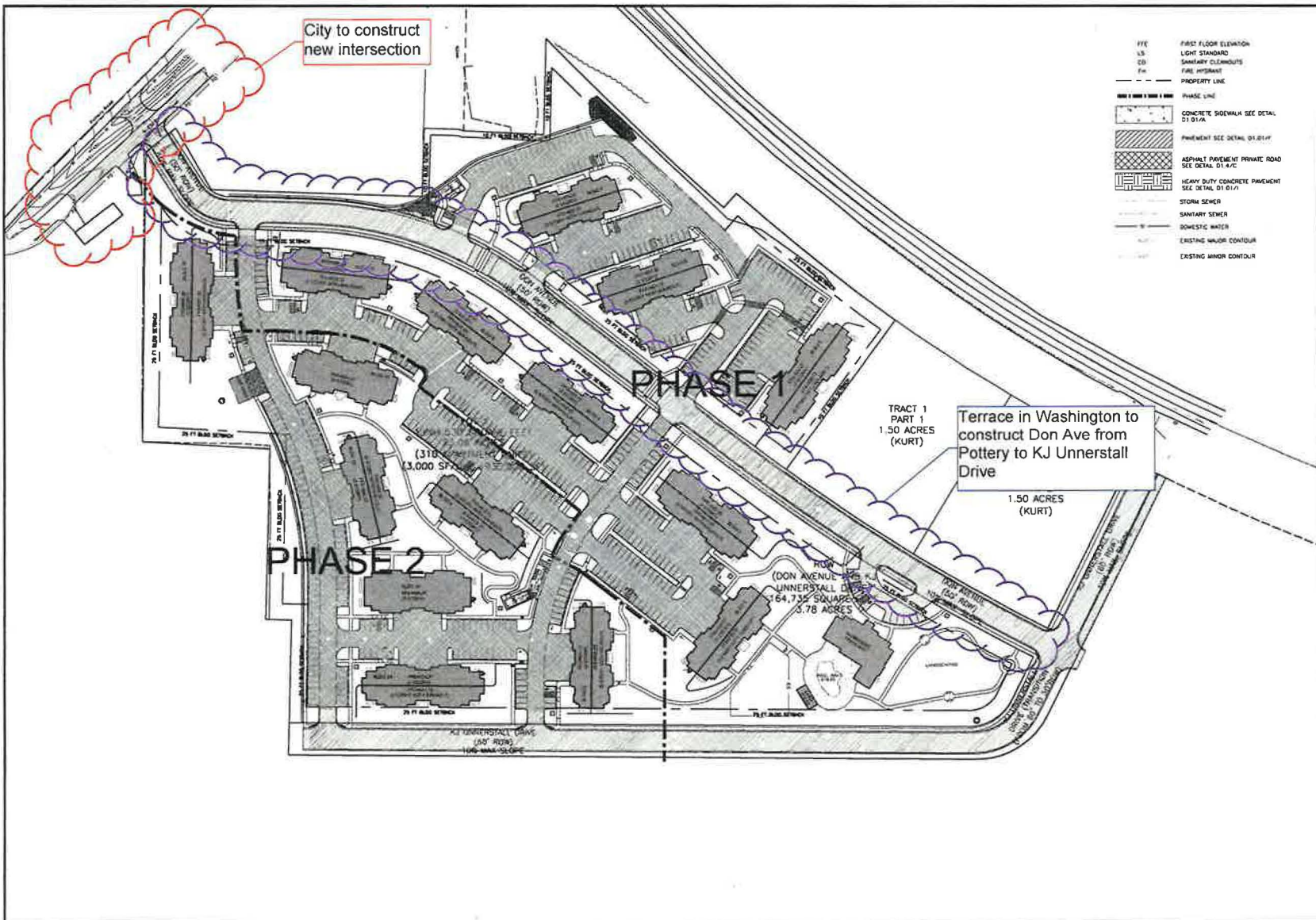
CIVIL ENGINEER  
3220 Orchard Avenue  
St. Louis, MO 63110  
314.862.4545  
JAG

**CDI**  
CIVIL DESIGN, INC.  
10000 Katy Freeway, Suite 200  
Houston, TX 77054

WASHINGTON TERRACE  
APARTMENTS  
WASHINGTON, MISSOURI

SHEET TITLE  
**OVERALL SITE PLAN**

SHEET NO.  
**C1.0**



- FFE FIRST FLOOR ELEVATION
- LS LIGHT STANDARD
- CD SANITARY CLEANOUTS
- Fw FIRE HYDRANT
- PROPERTY LINE
- PHASE LINE
- CONCRETE SIDEWALK SEE DETAIL D1.01/A
- PAVEMENT SEE DETAIL D1.01/F
- ASPHALT PAVEMENT PRIVATE ROAD SEE DETAIL D1.4/C
- HEAVY DUTY CONCRETE PAVEMENT SEE DETAIL D1.01/A
- STORM SEWER
- SANITARY SEWER
- DOMESTIC WATER
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

| PHASE 1:                                                    | TOTAL SPACES (PROVIDED) (2,478 UNITS)                                        |
|-------------------------------------------------------------|------------------------------------------------------------------------------|
| BUILDING EQUIPMENT                                          | 52 TOTAL SPACES (11 BLDG GARAGE/RANDOM, 1 ADA GARAGE, 2 ADA LOT, 43 LOT)     |
| BLDG 1 - 28 UNITS (2 TYPE A ACCESSIBLE, 4 TYPE B ADAPTABLE) | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 24 LOT)                   |
| BLDG 2 - 18 UNITS (2 TYPE A ACCESSIBLE, 1 TYPE B ADAPTABLE) | 32 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 2 ADA LOT, 44 LOT)                   |
| BLDG 3 - 26 UNITS (1 TYPE A ACCESSIBLE, 5 TYPE B ADAPTABLE) | 32 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 2 ADA LOT, 44 LOT)                   |
| BLDG 4 - 26 UNITS (15 TYPE B ADAPTABLE)                     | 32 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 2 ADA LOT, 44 LOT)                   |
| BLDG 5 - 26 UNITS (6 TYPE B ADAPTABLE)                      | 32 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 2 ADA LOT, 44 LOT)                   |
| BLDG 6 - 18 UNITS (1 TYPE A ACCESSIBLE, 1 TYPE B ADAPTABLE) | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 28 LOT)                   |
| BLDG 7 - 18 UNITS (2 TYPE B ADAPTABLE)                      | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 28 LOT)                   |
| BLDG 8 - 18 UNITS (2 TYPE B ADAPTABLE)                      | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 28 LOT)                   |
| 178 TOTAL UNITS (4 TYPE A, 32 TYPE B)                       | 552 TOTAL SPACES (89 BLDG GARAGE/RANDOM, 1 ADA GARAGE, 13 ADA LOT, 243 LOT)  |
| CLOSET                                                      | 11 TOTAL SPACES (1 ADA)                                                      |
| NORTH TRASH COMPACTOR                                       | 1 TOTAL SPACE (1 ADA)                                                        |
| <b>UNIT TOTALS:</b>                                         | <b>PARKING TOTALS (PROVIDED):</b>                                            |
| 310 TOTAL UNITS (2 TYPE A ACCESSIBLE, 28 TYPE B ADAPTABLE)  | 620 TOTAL SPACES (178 BLDG GARAGE/RANDOM, 2 ADA GARAGE, 24 ADA LOT, 416 LOT) |
|                                                             | <b>PARKING TOTALS (PROVIDED):</b>                                            |
|                                                             | 620 TOTAL SPACES (178 BLDG GARAGE/RANDOM, 2 ADA GARAGE, 26 ADA LOT, 449 LOT) |

| PHASE 2:                                                     | TOTAL SPACES (PROVIDED) (2,478 UNITS)                                        |
|--------------------------------------------------------------|------------------------------------------------------------------------------|
| BUILDING EQUIPMENT                                           | 52 TOTAL SPACES (11 BLDG GARAGE/RANDOM, 1 ADA GARAGE, 2 ADA LOT, 43 LOT)     |
| BLDG 9 - 18 UNITS (1 TYPE A ACCESSIBLE, 8 TYPE B ADAPTABLE)  | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 3 ADA LOT, 27 LOT)                   |
| BLDG 10 - 18 UNITS (10 TYPE B ADAPTABLE)                     | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 29 LOT)                   |
| BLDG 11 - 22 UNITS (8 TYPE B ADAPTABLE)                      | 44 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 37 LOT)                   |
| BLDG 12 - 18 UNITS (1 TYPE A ACCESSIBLE, 1 TYPE B ADAPTABLE) | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 2 ADA LOT, 28 LOT)                   |
| BLDG 13 - 18 UNITS (10 TYPE B ADAPTABLE)                     | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 28 LOT)                   |
| BLDG 14 - 22 UNITS (1 TYPE A ACCESSIBLE, 5 TYPE B ADAPTABLE) | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 28 LOT)                   |
| BLDG 15 - 18 UNITS (8 TYPE B ADAPTABLE)                      | 36 TOTAL SPACES (12 BLDG GARAGE/RANDOM, 1 ADA LOT, 28 LOT)                   |
| 134 TOTAL UNITS (2 TYPE A, 47 TYPE B)                        | 298 TOTAL SPACES (89 BLDG GARAGE/RANDOM, 1 ADA GARAGE, 11 ADA LOT, 173 LOT)  |
| MAINTENANCE/CAR WASH                                         | 0 TOTAL SPACES (0 ADA)                                                       |
| SOUTH TRASH COMPACTOR                                        | 1 TOTAL SPACE (1 ADA)                                                        |
| <b>UNIT TOTALS:</b>                                          | <b>PARKING TOTALS (PROVIDED):</b>                                            |
| 310 TOTAL UNITS (2 TYPE A ACCESSIBLE, 28 TYPE B ADAPTABLE)   | 620 TOTAL SPACES (178 BLDG GARAGE/RANDOM, 2 ADA GARAGE, 24 ADA LOT, 416 LOT) |
|                                                              | <b>PARKING TOTALS (PROVIDED):</b>                                            |
|                                                              | 620 TOTAL SPACES (178 BLDG GARAGE/RANDOM, 2 ADA GARAGE, 26 ADA LOT, 449 LOT) |

**ZONING CODE**

THE PROJECT PARCEL IS ZONED R-3 (MULTI-FAMILY RESIDENTIAL)

MIN. FRONT YARD SETBACK: 25' REQUIRED, 25' PROVIDED.

MIN. SIDE YARD SETBACK: 10' FOR 3 STORIES REQUIRED, 15' PROVIDED.

MIN. REAR YARD SETBACK: 25' REQUIRED, 25' PROVIDED.

MIN. OPEN SPACE BETWEEN PARALLEL BUILDINGS: 2 STORY - 40' REQUIRED, 40' PROVIDED  
3 STORY - 50' REQUIRED, 50' PROVIDED.

BUILDING HEIGHT: MAX. 3 STORY - 45' REQUIRED, 3 STORY - 45' PROVIDED.

GRAPHIC SCALE  
1" = 10 FEET  
1" = 100 FEET

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND CIVIL DESIGN INC.

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

SECTION 1: The Mayor is hereby authorized and directed to the execution of a Professional Services Agreement by and between the City of Washington, Missouri and Civil Design Inc. 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 the 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 me 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 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

Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
Owner Project Number: TBD  
Consultant Project Number: R5123.01

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of this XX day of MONTH, YEAR,

between **City of Washington Missouri**  
405 Jefferson Street  
Washington, Missouri 63090

hereinafter, referred to as “Owner”, and

**Civil Design, Inc.**  
5220 Oakland Ave  
St. Louis, Missouri 63110

hereinafter, referred to as “Consultant”, and

hereinafter, the Owner and Consultant shall be referred to collectively as the “Parties”,

for the following Project:

Don Road and Pottery Road Intersection  
Owner Project Number: TBD  
Consultant Project Number: R5123.01

**Owner’s Representative:**

Sal Maniaci  
Community and Economic Development Director  
City of Washington, Missouri  
(636) 390-1004  
smaniaci@washmo.gov

**Consultant’s Representative:**

Tricia Bohler  
Transportation Service Leader  
Civil Design, Inc.  
(314) 880-4430  
tbohler@civildesigninc.com

**Consultant’s Discipline or Services:**

Civil Engineering

Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
Owner Project Number: TBD  
Consultant Project Number: R5123.01

The Parties hereby agree as follows:

#### SECTION I: SCOPE OF SERVICES

1. The Professional Services to be provided by Consultant are fully described in the Scope of Services contained in the proposal letter (Attachment “A” to this Agreement), incorporated herein by reference, and as specifically set out in this Agreement. Services not set forth in Attachment “A” are specifically excluded from the scope of Consultant’s services. Consultant assumes no responsibility to perform any services not specifically listed in Attachment “A”.
2. If agreed to in writing between the Consultant and Owner, the Consultant may provide Additional Services, which shall also be specifically identified in writing. Additional Services are not included as part of the above Scope of Services of this Agreement and shall be paid for by Owner in addition to payment for the above Scope of Services.
3. It is understood and agreed that the Professional Services to be rendered by Consultant do not include project observation or review of the Contractor’s performance or any other construction phase services, unless specifically set forth in the above Scope of Services, and that such services will be provided for by the Owner. Owner waives any claims against Consultant that may be in any way connected thereto. Should Owner request that Consultant provide any specific construction phase services, they shall be confirmed in writing and compensated for as Additional Services.

#### SECTION II: GENERAL PROVISIONS

1. Any services performed by the Consultant beyond those identified in this Agreement must be authorized in writing by an Addendum to this Agreement executed by both parties prior to commencing such Additional Services.

Nothing herein shall create a contractual relationship with or a cause of action in favor of a third party to this agreement against either Owner or Consultant. Consultant’s services under this Agreement are being performed solely for the Owner’s benefit, and no other party shall have a claim against Consultant because of this Agreement or the performance or non-performance of services hereunder.

2. Compensation to be paid to the Consultant for providing the requested Services shall be in accordance with Attachment “A” to this Agreement, which is incorporated herein by this reference.

The Contract Sum shall be paid to Consultant pursuant to invoices submitted to Owner as set forth herein:

- A. Billing** - Invoices shall be submitted by Consultant on a monthly basis and/or at the completion of the work and are due within ten days of the invoice date. Payments pursuant to invoices shall be PAST DUE if not paid within thirty (30) calendar days of the invoice date.



Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
Owner Project Number: TBD  
Consultant Project Number: R5123.01

- B. Interest** - If payment is not received by Consultant within thirty (30) calendar days of the invoice date, Owner shall pay as interest an additional charge of one-and-one-half (1.5%) percent or the maximum allowable by law, whichever is lower, of the outstanding balance, per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
  - C. Collection Costs** - In the event legal action is necessary to enforce the payment provisions of this Contract, the Consultant shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, mediation, arbitration or court costs and expenses incurred by Consultant in connection therewith.
  - D. Suspension of Services** - If Owner fails to make payments when due or otherwise is in breach of this Contract; Consultant may suspend performance of services upon five (5) calendar days' notice to Owner. Consultant shall have no liability whatsoever to Owner for any costs or damages as a result of such suspension caused by any breach of this Contract by Owner.
  - E. Termination of Services** - If Owner fails to make payment to Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Contract and shall be cause for termination by Consultant.
  - F. Set-Offs, Backcharges, Discounts** - Payment of invoices is in no case subject to unilateral discounting or set-offs by Owner, and payment is due regardless of suspension or termination of this Contract by either party. If payment is not received by Consultant in accordance with these terms, a mechanic's lien will be placed on the property.
3. The Date of Commencement for Services provided pursuant to this Agreement shall be the date of execution of this Agreement and shall be completed in accordance with a mutually agreed upon project design or construction schedule. The Consultant's Services shall be performed in a manner, sequence, and timing so that they will be coordinated with those of Owner.
  4. Should concealed or unknown conditions be encountered in the performance of the work which present the risk of discharge, dispersal, release or escape of asbestos, any hazardous substance or any hazardous waste, Consultant shall promptly suspend its performance of work for the protection of the parties and their employees and notify Owner of the conditions encountered. Owner and Consultant shall promptly investigate the conditions and, if warranted, equitable and necessary adjustments shall be made in the terms and conditions of this Agreement. It is agreed, however, that Consultant shall have no duty to determine the existence of asbestos or any other hazardous substance or hazardous waste at the site of the work or to provide response action services even with equitable adjustments.
  5. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, subcontractors or subconsultants at a construction site, shall relieve the Owner or Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction, relating to the Work or otherwise, in accordance with any contract documents or any health or safety precautions required by any regulatory agencies.

Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
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Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Owner agrees that any such construction contractors are solely responsible for job site safety, and warrants that this intent shall be made evident in any agreement between Owner and any construction contractor.

### SECTION III: CONSULTANT'S RESPONSIBILITIES

1. The services performed by Consultant, Consultant's employees and Consultant's subconsultants shall be set out in the attached Scope of Services or as set out specifically in this Agreement.
2. Consultant shall recommend to Owner that the appropriate investigations, surveys, tests, analyses and reports be obtained as are necessary for the proper execution of the Consultant's services under this Agreement and its agreed upon Scope of Services. It will remain the Owner's obligation to acquire, procure or provide for these investigations, surveys, tests, analyses and reports, as requested.
3. Consultant may retain the services of any subconsultants when, in the Consultant's professional opinion, it is appropriate to do so. If the Consultant retains any subconsultants, Consultant shall notify Owner in writing prior to retaining the subconsultant. Consultant shall not be required to retain any subconsultant not fully acceptable to the Consultant. Consultant shall coordinate its services with those of its other subconsultants for the Project for the orderly and sequential progress of its services.
4. Consultant shall, if requested, provide Owner with opinions of probable construction costs or other determinations of cost associated with the Consultant's Work or proposed Scope of Services. In providing opinions of probable construction costs, Owner understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Consultant shall, if requested, also submit to Owner a schedule detailing the performance of the Consultant's services. Changes may be made to the schedule or the budget with the mutual consent of the Parties. Owner and Consultant understand that there may arise circumstances beyond the control of either party which would lead to excusable delays, such as labor strikes, fires, floods, earthquakes or natural disasters, changes initiated by the Owner, differing site conditions or concealed conditions, lack of action by governmental or oversight bodies, states of local or national emergency, or pandemics or epidemics. Consultant shall not be responsible for delays in the completion of its work which are beyond the Consultant's control.

5. Consultant shall promptly advise Owner of any changes to its previous estimates of the cost of its work. If any changes in the estimate of the cost of the work would cause the Owner's budget to be exceeded, the Consultant shall then make recommendations to Owner to adjust the Project size, quality or budget to conform to the budget number.

Professional Services Agreement – Owner and Consultant  
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Consultant Project Number: R5123.01

6. Consultant has no control over the cost of labor, materials or equipment, over the Contractor's means and methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices for the Project will not vary from the Owner's budget for the Project or from any estimate of the cost of the work or evaluation prepared by Consultant.
7. Consultant shall not be responsible for the acts or omissions of the Owner or the Owner's other consultants, Contractor, subcontractors, their agents or employees.
8. Consultant shall keep confidential any information so designated by the Owner unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in a legal proceeding or mediation or arbitration. The Consultant shall require of the Consultant's subconsultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.
9. Consultant shall perform its services hereunder in accordance with that degree of care and skill ordinarily exercised by members in the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

#### SECTION IV: OWNER'S RESPONSIBILITIES

1. Owner shall provide the Consultant with the right to enter the property of the Owner in order for the Consultant to fulfill the scope of services included hereunder.
2. Owner shall provide the Consultant with available information in a timely manner regarding the requirements for the Project which relate to the Consultant's Scope of Services on the Project. Consultant shall have the right to rely upon the accuracy and completeness of the information so provided to Consultant by the Owner.
3. Owner may make changes or alterations in the work to be performed hereunder and which are generally consistent with the scope of services provided by the Consultant. If changes or alterations are ordered which affect the cost of the work hereunder or the progress or scope of the work, adjustments shall also be made in the time for performance of the work and compensation owing to Consultant, as the case may be, as mutually agreed upon between Owner and Consultant.
4. Owner shall provide prompt written notice to the Consultant if Owner becomes aware of any fault or defect with respect to the Project, or the work of the Consultant, including any errors, omissions or inconsistencies in the Consultant's work, or that of any other consultant, contractor or subcontractor to Owner.
5. Owner shall provide for the services of other consultants as are required by Consultant in order for Consultant to fulfill the scope of services hereunder. Owner shall advise the Consultant of the identity

Professional Services Agreement – Owner and Consultant  
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Consultant Project Number: R5123.01

of other consultants and contractors participating in the Project as well as identify their scope of services.

6. Owner shall acquire, procure and provide any and all tests, inspections, surveys, permits, and reports required by law, or local state or federal ordinances, codes, regulations or statutes, or the construction documents necessary to complete the Project and the work called for herein.
7. Owner agrees to include in all construction contracts for the Project the following requirements: (1) all Contractors name Consultant as an indemnitee under the contractor's indemnity obligations, (2) all Contractors name Consultant as an additional insured under the Contractor's commercial general liability policy, (3) require the Contractor's commercial general liability policy be primary regarding any applicable insurance Consultant may have, and (4) include a waiver of subrogation endorsement under contractor's workers' compensation and employer's liability policy for the benefit of Consultant. Owner will have each contractor provide Consultant with an insurance certificate(s), attached with the requisite endorsements, prior to commencing their work.

#### SECTION V: DISPUTE RESOLUTION

1. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by informal mediation. Each party shall designate their representative and shall meet within five (5) days after the service of notice of a claim hereunder. The parties shall then attempt to informally resolve the dispute within ten (10) days of that meeting.
2. Should the parties be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be competent and impartial party and who shall be acceptable to each party, to mediate the dispute. The third party shall meet to hear the dispute within ten (10) days of their selection. The procedure outlined in Subsections 1 and 2 of this Section are an "informal" process aimed at resolving disputes between the parties to this Agreement as expeditiously as possible. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
3. Any claim, dispute or other matter in question arising out of or related to this Agreement not resolved in accordance with the above provisions shall be subject to formal mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Subconsultant's services, the Subconsultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The parties agree to split the mediator's fee required by this provision and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
4. Any third party mediator designated to serve in accordance with the provisions of this Agreement shall be disinterested, shall be qualified to evaluate the performance of both parties, and shall be familiar with the design and construction process.

Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
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5. If any action, whether at law, in equity, mediation or in arbitration, is brought to enforce or interpret any provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs through and including all appellate and arbitral award enforcement proceedings.

#### SECTION VI: MISCELLANEOUS GENERAL CONDITIONS

1. This Agreement shall be governed by the law of the State of Missouri. It is further agreed that any legal action between Consultant and Owner arising out of this Agreement or the performance of the services called for herein shall only be brought in a Court of competent jurisdiction in St. Louis County, Missouri, despite any other statute or law to the contrary on choice of venue.
2. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitation commence to run any later than the date when the services are substantially completed.
3. To the extent damages are covered by property insurance during construction, Owner and Consultant waive all rights against each other and against the Owner, Consultant, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Consultant or Owner, as appropriate, shall require of the Contractor, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
4. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other. This requirement shall be strictly construed, and shall survive completion of the work or scope of services called for herein.
5. This Agreement represents the entire and integrated agreement for the Project between Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. It shall govern all services performed by the Consultant for the Project, including services performed or commenced prior to the execution of this Agreement. This Agreement may be amended only by written instrument signed by both Owner and Consultant.
6. This Agreement shall remain in effect until the Consultant's completion of Services, unless terminated as provided herein or extended by mutual agreement in writing.
7. The drawings, specifications, computer software and programs, computer applications, computer "macros," and other documents and intellectual property prepared by the Consultant shall be deemed owned by Consultant; and accordingly, Consultant shall have all common law, statutory, and other reserved rights, including copyright if appropriate. The drawings, specifications, and other documents

Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
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prepared by the Consultant pursuant to this Agreement shall not be duplicated by or used by the Owner on any other project. The Consultant shall provide progress prints as necessary.

8. Owner may terminate this Agreement for convenience by providing fourteen (14) days' written notice. In the event of such termination, Owner shall pay the Consultant for the Services accomplished up to the date of termination, and any reimbursable expenses. Either Party may terminate this Agreement for cause, upon five (5) days written notice, after a period of ten (10) days of notice to allow opportunity to cure any claimed material breach of the agreement. If Owner terminates for cause and it is later determined that the Consultant was not in default, then such termination shall be deemed to have been made for Owner's convenience, notwithstanding any different notice period.
9. If the Owner fails to make progress payments as required by this Agreement, such a failure will be deemed to be substantial non-performance of this Agreement, and shall serve as cause for the Consultant to terminate this agreement, or for cause to suspend performance of services hereunder. Consultant shall give at least five (5) days written notice prior to suspension of services for non-payment of progress payments. In the event of a suspension of services due to non-payment of progress payments, Consultant shall have no liability to Owner for any delay or damage caused the Owner due to such suspension of services.
10. Consultant and its lower-tier subconsultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age (as defined by law), disability, national origin, ancestry, veteran status, or Vietnam-era veteran status. Consultant certifies for itself and its subconsultants compliance with existing state and federal law regarding prohibition of discrimination in employment practices, including hire, tenure, terms, conditions, promotion, and privileges. Consultant further certifies that it encourages the use of small, minority-owned, and women-owned businesses in its operations.
11. Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.
12. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.
13. During the term of this Agreement, Consultant agrees to provide evidence of insurance coverages as listed on Attachment "B" hereto.
14. Owner shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless Owner has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State in which the Work is performed. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each

Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
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Consultant Project Number: R5123.01

such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding.

#### SECTION VII: INDEMNITY

1. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Owner, and its officers, directors and employees, from and against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of any professional services under this Agreement, and that of its subconsultants or anyone for whom Consultant is legally responsible, on a comparative basis of fault. Where such damages or losses are found by a court of competent jurisdiction to be attributable to the negligent acts or negligent failure to act, breach of contract, or errors or omissions of Owner, Contractor or other party, in that circumstance, each party shall be responsible for such damages, liabilities and costs on a comparative basis of fault.
2. In addition, and notwithstanding any other provisions of this Agreement, Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by Consultant.

#### SECTION VIII: LIMITATION OF LIABILITY

1. In recognition of the relative risks and benefits of the Project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit Consultant's liability to Owner on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to, claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Owner and for which legal liability may be found to rest upon Consultant, so that the total aggregate liability of the Consultant to Owner shall not exceed \$50,000.00, or Consultant's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
2. Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Owner

Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
Owner Project Number: TBD  
Consultant Project Number: R5123.01

and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

3. If a required item or component of the Project is omitted from Consultant's construction documents, due to the Consultant's negligence, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
4. It is intended by the Parties to this Agreement that Consultant's services shall not subject Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, Owner agrees that its sole and exclusive remedy shall be asserted or directed against Consultant, a Missouri Corporation, and not against any of Consultant's individual employees, officers or directors.
5. Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Consultant's gross negligence or willful misconduct. The parties also agree that Owner will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Consultant as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.



Professional Services Agreement – Owner and Consultant  
Project Name: Don Road and Pottery Road Intersection  
Owner Project Number: TBD  
Consultant Project Number: R5123.01

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections I through VIII and Attachment(s), is accepted as of the date first written above.

Owner: \_\_\_\_\_

Consultant: Civil Design, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Vicki LaRose

Title: \_\_\_\_\_

Title: President

**Attachment "B"**

**SCHEDULE OF INSURANCE**

In accordance with the terms of this Agreement, Consultant shall attempt to obtain and maintain the following insurance policies with coverage and limits as indicated:

| <b>Coverage</b>                                                                                                                                                                  | <b>Minimum Limits</b>                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 1. Workmen's Compensation                                                                                                                                                        | Statutory amounts                                       |
| 2. Professional Liability*                                                                                                                                                       | \$2,000,000 per claim<br>\$4,000,000 in aggregate       |
| *(This policy shall remain in full force and effect for the period of design and construction, but not beyond a period of one year after substantial completion of the project.) |                                                         |
| 3. General liability:<br>(Affording; coverage for bodily injury and property damage liability including contractual liability coverage.)                                         | \$1,000,000 each occurrence<br>\$2,000,000 in aggregate |
| 4. Automobile liability<br>(Insurance affording coverage for bodily injury and property damage combined.)                                                                        | \$1,000,000 each occurrence                             |

The indicated coverages shall be subject to all the terms, exclusions and conditions of the policies.



## Civil Design, Inc.

5220 Oakland Avenue | St. Louis, MO 63110 | 314.863.5570

[WWW.CIVILDESIGNING.COM](http://WWW.CIVILDESIGNING.COM)

July 15, 2022

John Nilges  
Public Works Director/City Engineer  
City Hall  
405 Jefferson Street  
Washington, MO 63090

SUBJECT: Proposal for Roadway Design Services  
**Washington Terrace and Pottery Road Connection**  
City of Washington, Missouri  
Civil Design, Inc. (CDI) Project Number: 5123

John:

Thank you for the opportunity to provide this proposal for professional Roadway Design/Civil Engineering services. The following depicts our understanding of the scope of work for this project.

### **PROJECT DESCRIPTION**

Civil Design, Inc. is currently working with a developer on the Terrace at Washington, a 23 acre, 15 building, three-story, multi-family apartment development (310 units total). The project site is located at 6322 Hwy 100 in Washington Missouri. The anticipated development size will provide access to Old Pottery Road. This proposal provides civil engineering services to provide a grade change for Old Pottery Road to and connect Washington Terrace to Pottery Road.

### **PROJECT BUDGET**

CDI will provide roadway design, pick-up survey, develop construction plans, and technical specifications. Attachment "A" is a fee estimate breakdown that includes tasks and number of hours to complete the design and construction documents.

### **ASSUMPTIONS/EXCLUSIONS**

- CDI assumes there will be no formal permitting required except for the review and approval of the City of Washington for the new roadway improvements.
- CDI assumes the existing Natural Gas and Fiberoptic lines located at the new entrance will be lowered as part of these improvements. It is assumed that the respective utility

companies will provide this design and relocation services. CDI will not be responsible for the relocation of these utilities.

- **Land Survey Information:** The Owner/Client will be providing CDI with a boundary and topographic survey performed by a third party for use on this project. CDI will not be held responsible for the content of information provided by a third party.
- **Additional Land Survey Tasks:** This proposal does not include any additional survey related information (easement exhibits, right-of-way vacation exhibits, consolidation plats, lot splits, construction staking, etc.). CDI can provide any one of these above survey services as an additional service, if required.
- **As-Built Survey:** This proposal does not include field surveyed as-built services. If surveyed construction as-built services are required, CDI can perform this work as an additional service.
- **Existing Utility capacity:** CDI assumes that the existing utilities surrounding the site, such as water mains, gas mains, sewer mains, etc. are in good condition. Redesign of existing off-site utilities to increase capacity or upgrade deteriorated facilities is not in CDI's scope of work, however, CDI can provide this design work as an additional service.
- **Floodplain/Floodway:** CDI assumes that the site is not located within a floodplain, floodway, and state or federally controlled wetland.
- **Archeological/Environmental:** CDI assumes that the site is free from any archeological and/or environmental issues and that no environmental mitigation/remediation will be required. If it is discovered that there are any environmental issues associated with this site, CDI can contract directly with an Environmental Engineering firm as an additional service.
- The drawings for this project will be created using Microstation.
- It is not part of this proposal to provide construction specifications (other than what may be needed for jurisdictional compliance).
- It is not part of this proposal to provide construction administration services. If needed, construction administration services can be provided by CDI as an additional service.
- CDI assumes that the project will not be pursuing USGBC LEED Certification. If later found to be desired, CDI can provide USGBC LEED documentation/coordination/certification as an additional service.
- CDI does not have expertise in site electrical/telecom engineering services. CDI assumes the A/E Team electrical engineering consultant will be providing the following services as required: electrical/telephone/cable/data services to the building and/or site lighting.
- CDI does not provide irrigation design services.

Proposal for 5123 Washington Terrace and Pottery Road Connection  
CDI Project Number 5123

- CDI does not provide geotechnical services.
- CDI does not provide MEP/FP services.
- CDI does not provide flood studies as a standard service. If required, CDI can provide Flood studies, including "no-rise" flood investigations and/or FEMA map revisions as an additional service.
- CDI does not perform traffic studies or traffic signal design as a standard service. If required, CDI can provide this design as an additional service.
- It is not currently part of CDI's scope of work to provide landscape architecture related information (landscape plans, planting plans, etc.). If required, CDI can provide this work as an additional service.
- It is not currently part of CDI's scope of work to provide structural engineering services. CDI can provide this work as an additional service.
- If it is determined during design that storm/sanitary pumps are necessary, CDI is not responsible for the design of said pumping systems.


This proposal has been drafted using all information available at this time. Please let me know if I have made any errors in assumptions, or if any conclusions need to be clarified.

All of us at CDI look forward to working with you on this project.

Sincerely,



Tricia Bohler, PE  
Transportation Service Leader  
**Civil Design, Inc. (WBE/DBE)**  
5220 Oakland Avenue  
St. Louis, MO 63110  
314-880-4430

| City of Washington, Missouri                                         |             |             |              |             |          |  |                     |
|----------------------------------------------------------------------|-------------|-------------|--------------|-------------|----------|-------------------------------------------------------------------------------------|---------------------|
| Civil Design, Inc. - Professional Engineering and Surveying Services |             |             |              |             |          |                                                                                     |                     |
| Washington Terrace & Pottery Road Connection                         |             |             |              |             |          |                                                                                     |                     |
| Task Description                                                     | # of sheets | Proj Mgr II | Proj Eng III | Proj Eng II | PLS II   | Survey Tech                                                                         | Fee                 |
| <b>PROJECT ADMINISTRATIVE</b>                                        |             |             |              |             |          |                                                                                     |                     |
| General Project Administrative (Invoicing, Project Management)       |             | 2           |              |             |          |                                                                                     | \$ 133.84           |
| Project Coordination (Meetings)                                      |             | 4           |              |             | 2        |                                                                                     | \$ 396.44           |
| Client Meetings (Assume 3 total and conducted virtually)             |             | 4           |              |             |          |                                                                                     | \$ 267.68           |
|                                                                      |             |             |              |             |          |                                                                                     | \$ -                |
| <b>PROJECT EVALUATION</b>                                            |             |             |              |             |          |                                                                                     |                     |
| Existing Data Collection and base map set up                         |             | 1           |              |             |          |                                                                                     | \$ 66.92            |
| Initial Site Visit                                                   |             | 2           |              |             |          |                                                                                     | \$ 133.84           |
| 50% Design Site visit                                                |             | 2           |              |             |          |                                                                                     | \$ 133.84           |
| 95% Design Site Visit                                                |             | 2           |              |             |          |                                                                                     | \$ 133.84           |
|                                                                      |             |             |              |             |          |                                                                                     | \$ -                |
| <b>SURVEY</b>                                                        |             |             |              |             |          |                                                                                     |                     |
| Pick up Survey (Topographic)                                         |             |             |              |             | 3        | 20                                                                                  | \$ 902.54           |
| Topo processing                                                      |             |             |              |             | 1        | 4                                                                                   | \$ 206.26           |
|                                                                      |             |             |              |             |          |                                                                                     | \$ -                |
| <b>DESIGN AND PLAN PREPARATION</b>                                   |             |             |              |             |          |                                                                                     |                     |
| <b>Preliminary Design Phase (50% Design level)</b>                   |             |             |              |             |          |                                                                                     |                     |
| <b>Design</b>                                                        |             |             |              |             |          |                                                                                     |                     |
| Roadway Design and Intersection Layout                               |             |             | 1            | 4           |          |                                                                                     | \$ 269.15           |
| Drainage/Hydraulics Analysis                                         |             |             | 2            | 16          |          |                                                                                     | \$ 951.50           |
| <b>Plan production</b>                                               |             |             |              |             |          |                                                                                     |                     |
| Typical Sections                                                     | 1           |             |              | 8           |          |                                                                                     | \$ 413.20           |
| Plan Sheets                                                          | 3           |             |              | 16          |          |                                                                                     | \$ 826.40           |
| Cross Sections (every 100 feet)                                      | 2           |             |              | 8           |          |                                                                                     | \$ 413.20           |
| Drainage/Culvert Details                                             | 1           |             |              | 4           |          |                                                                                     | \$ 206.60           |
| Driveway Details                                                     | 1           |             |              | 4           |          |                                                                                     | \$ 206.60           |
| Special Details                                                      | 1           |             |              | 4           |          |                                                                                     | \$ 206.60           |
| <b>Quantities</b>                                                    |             |             |              |             |          |                                                                                     |                     |
| QA/QC                                                                |             |             | 2            | 4           |          |                                                                                     | \$ 331.70           |
| Preliminary Cost Estimate                                            |             | 2           |              |             |          |                                                                                     | \$ 250.20           |
| 50% Submittal                                                        |             |             |              |             | 1        |                                                                                     | \$ 133.84           |
| Address 50% review comments                                          |             |             |              |             | 4        |                                                                                     | \$ 51.65            |
|                                                                      |             |             |              |             |          |                                                                                     | \$ 206.60           |
|                                                                      |             |             |              |             |          |                                                                                     | \$ -                |
| <b>Final Design Phase (100% Design level)</b>                        |             |             |              |             |          |                                                                                     |                     |
| <b>Design</b>                                                        |             |             |              |             |          |                                                                                     |                     |
| Finalize Roadway Design and Intersection Layout                      |             |             | 1            | 4           |          |                                                                                     | \$ 269.15           |
| <b>Plan production</b>                                               |             |             |              |             |          |                                                                                     |                     |
| Typical Sections                                                     | 1           |             |              | 2           |          |                                                                                     | \$ 103.30           |
| Plan Sheets                                                          | 3           |             |              | 8           |          |                                                                                     | \$ 413.20           |
| Cross Sections (every 100 feet)                                      | 2           |             |              | 8           |          |                                                                                     | \$ 413.20           |
| Drainage/Culvert Details                                             | 1           |             |              | 4           |          |                                                                                     | \$ 206.60           |
| Driveway Details                                                     | 1           |             |              | 4           |          |                                                                                     | \$ 206.60           |
| Traffic Control Details                                              | 4           |             |              | 12          |          |                                                                                     | \$ 619.80           |
| Special Details                                                      | 1           |             |              | 4           |          |                                                                                     | \$ 206.60           |
| <b>Quantities</b>                                                    |             |             |              |             |          |                                                                                     |                     |
| QA/QC                                                                |             |             | 2            | 4           |          |                                                                                     | \$ 331.70           |
| Final Cost Estimate                                                  |             | 2           |              |             |          |                                                                                     | \$ 707.00           |
| Technical Specifications                                             |             | 2           | 4            |             |          |                                                                                     | \$ 133.84           |
| 95% Submittal                                                        |             |             |              |             | 2        |                                                                                     | \$ 384.04           |
| Address 95% review comments                                          |             |             |              |             | 8        |                                                                                     | \$ 170.22           |
| 100% Submittal                                                       |             |             |              |             | 2        |                                                                                     | \$ 480.12           |
|                                                                      |             |             |              |             |          |                                                                                     | \$ 237.14           |
|                                                                      |             |             |              |             |          |                                                                                     | \$ -                |
| <b>PREPARE BIDDING DOCUMENTS</b>                                     |             |             |              |             |          |                                                                                     |                     |
| Technical Specifications                                             |             |             |              | 6           |          |                                                                                     | \$ 375.30           |
| Bidding Assistance (answer RFIs)                                     |             | 4           | 4            |             |          |                                                                                     | \$ 517.88           |
| Meetings (Assume 2 pre-bid meetings)                                 |             | 6           | 6            |             |          |                                                                                     | \$ 776.82           |
|                                                                      |             |             |              |             |          |                                                                                     | \$ -                |
| <b>Direct Labor Cost</b>                                             |             | <b>37</b>   | <b>40</b>    | <b>139</b>  | <b>6</b> |                                                                                     | <b>\$13,394.95</b>  |
| <b>Overhead (134.9%)</b>                                             |             |             |              |             |          |                                                                                     | <b>\$18,069.79</b>  |
| <b>Fixed Fee (13%)</b>                                               |             |             |              |             |          |                                                                                     | <b>\$4,090.42</b>   |
| <b>DIRECT COSTS</b>                                                  |             |             |              |             |          |                                                                                     |                     |
| Description                                                          | Quantity    | Units       | Unit Cost    |             |          |                                                                                     |                     |
| Mileage                                                              | 384         | miles       | \$ 0.625     |             |          |                                                                                     | \$ 240.00           |
| <b>Subtotal Direct Costs</b>                                         |             |             |              |             |          |                                                                                     | <b>\$ 240.00</b>    |
| <b>Total Project Cost</b>                                            |             |             |              |             |          |                                                                                     | <b>\$ 35,795.15</b> |
| <b>Notes:</b>                                                        |             |             |              |             |          |                                                                                     |                     |
| Assume no water quality will be required                             |             |             |              |             |          |                                                                                     |                     |
| Assume no detention will be required                                 |             |             |              |             |          |                                                                                     |                     |
| Assume no front end specification documents required                 |             |             |              |             |          |                                                                                     |                     |
| Assume Construction Administration is not included                   |             |             |              |             |          |                                                                                     |                     |
| Assume no boundary survey is necessary                               |             |             |              |             |          |                                                                                     |                     |
| Assume no property takings or easements needed                       |             |             |              |             |          |                                                                                     |                     |
| <b>Civil Design, Inc. - Hourly Rates</b>                             |             |             |              |             |          |                                                                                     |                     |
| President                                                            |             |             |              |             |          |                                                                                     | \$ 72.50            |
| Project Manager II                                                   |             |             |              |             |          |                                                                                     | \$ 66.92            |
| Project Engineer III                                                 |             |             |              |             |          |                                                                                     | \$ 62.55            |
| Project Engineer II                                                  |             |             |              |             |          |                                                                                     | \$ 51.65            |
| Project Engineer I                                                   |             |             |              |             |          |                                                                                     | \$ 46.88            |
| Professional Land Surveyor II                                        |             |             |              |             |          |                                                                                     | \$ 64.38            |
| Survey Technician II                                                 |             |             |              |             |          |                                                                                     | \$ 35.47            |



April 25, 2023

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

RE: Struckhoff Sanitary Landfill Soils Investigation for Closure Planning  
Located at Oldenburg Industrial Park and at the Struckhoff Sanitary Landfill  
Professional Service Contract

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

The proposed consultant work includes surveying, sampling soils, evaluating sites and providing recommendations for beginning the design to close the Struckhoff Sanitary Landfill. These results will provide the borrow area locations of the soils that will be used as the final soil cover on the landfill. These soils must meet strict MDNR regulations. Possible borrow area locations included the Oldenburg Industrial Park or the area surrounding the Struckhoff Sanitary Landfill.

Find enclosed an ordinance that would allow the City to enter into a contract with SCS Engineers for engineering services as well as amending the 2023 budget for the subject project. In August of 2021 the City solicited design engineers through the Request for Qualifications process to provide engineering consulting services for a 5 year term. Five consultants were considered and SCS Engineers was deemed the most qualified to address the City's landfill and transfer station related services.

**Cost of the project:** \$52,400.00 Budget Amendment required

Approval is recommended.

Respectfully Submitted,

*Andrea F. Lueken*

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

Cc: Mary Sprung, Finance Manager

3Ca

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE PROPOSAL FROM SCS ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR A SOIL INVESTIGATION AT THE OLDENBURG INDUSTRIAL PARK AND STRUCKHOFF SANITARY LANDFILL AND AMEND THE 2023 BUDGET

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 SCS Engineers for Professional Engineering Services for a Soil Investigation at the Oldenburg Industrial Park and Struckhoff Sanitary Landfill. A copy of the proposal is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2023 Budget as follows:  
Solid Waste Fund 420 –Add \$60,000 Landfill Soil Investigation (420-38-000-520100 Engineering and Consultants).

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

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: 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



April 25, 2023  
File 270260222

Ms. Andrea Lueken, P.E.  
City Engineer  
City of Washington  
405 Jefferson Street  
Washington, Missouri 63090

Subject: Proposal for Professional Engineering Services  
Fiscal Year 2023 Landfill Closure Planning  
City of Washington Struckhoff Sanitary Landfill – Washington, Missouri  
Missouri Solid Waste Permit No. 0107116

Dear Ms. Lueken,

SCS Engineers (SCS) appreciates the opportunity to provide this proposal to the City of Washington, Missouri (City). As you are aware, the City of Washington Struckhoff Sanitary Landfill (Landfill) is reaching its end of life and is currently estimated to reach capacity in 2026 or 2027.

With the landfill nearing capacity, the landfill is transitioning into a new phase. In addition to the routine operations such as waste acceptance, daily cover, and environmental compliance, the landfill will also need to begin preparation for end of life activities and long-term management of the closed facility. The following are two critical issues that will be important to address early in the preparation for the landfills' end of life:

- Available airspace and its location on the landfill will become a more prominent issue. This is particularly true for areas on landfill slide slopes and other areas requiring placement of thinner waste thicknesses, or areas where a particular type of waste may be needed (i.e., not construction and demolition). Advance notice of the more challenging areas of waste placement will allow the site additional time to fill these areas as waste loads are available and with favorable weather conditions.
- Understanding the landfill's current soil balance will be critical to ensure sufficient soil is available for daily cover, intermediate cover, and the soil portion of the final cover system. If enough adequate soil is not available onsite, then the City will need time to assess and procure alternative soil sources.

With these two issues in mind, the following scope of services is proposed for Fiscal Year 2023 (FY2023).



## SCOPE OF SERVICES

### Task 1: Survey

In order to assist in understanding the landfill's remaining airspace and existing soil quantities, SCS will coordinate the survey of the existing landfill footprint and the landfill's current borrow areas south of the landfill, approximately 65 acres. The contracted surveyor will setup using the landfill existing coordinate system. The borrow area will be tied into the landfill's coordinate system, control will be set if needed for the borrow area.

The topographic ground survey will occur first in this scope of services.

The selected survey company, contracted to SCS, will provide an electronic AutoCAD file of the survey to both SCS and the City. SCS will utilize this data for other tasks in this scope of services.

### Task 2: Existing Borrow Soil Evaluation

SCS will conduct a soil investigation at the landfill's current borrow areas. The goal of this evaluation is to gather information to determine the how much soil is available on site and determine if the quality is adequate for the landfill's final cover system.

We anticipate this to include approximately 1 boring/test pit per 3 to 4 acres and will target the approximately 25 acres of borrow located south of the landfill. Boring depth will be approximately 10 to 15 feet or to refusal/bedrock. The following Figure 1 shows the proposed locations of the borings.

Figure 1. Proposed Boring Locations



SCS will contract with a driller to perform the field work component of this investigation. In addition to the driller, SCS will have one person onsite during the field work to document observations and coordinate sample collection. Samples will be collected from each boring if field observation

indicates the soil could potentially be used in the landfill's final cover system. No more than 14 samples total will be collected for laboratory analysis.

SCS will utilize a soils laboratory to analyze the samples, it is expected the samples may be analyzed for:

- Atterberg limits (each sample)
- Soil classification (each sample)
- Percent passing 200 sieve (each sample)
- Standard Proctor (number to be determined after receipt of initial soil results, assumed no more than 6)
- Permeability (number to be determined after receipt of initial soil results, assumed no more than 6)

While onsite for Task 1, the locations of the proposed boreholes will be marked in the field. Results of the existing borrow soil evaluation will be included in the Task 4 memo/report.

### **Task 3: Support for Borrow Soil Evaluation at Industrial Park**

It is our understanding the City is planning to develop a portion of the future Richard Oldenburg Industrial Park (Industrial Park) located at 7056 Highway 100, Washington, Missouri. Consideration has been made that the soil from the Industrial Park might be suitable in both quality and quantity for use with the landfill operations or landfill final cover system. We recommend a borrow soil evaluation be conducted at the site.

We understand that Cochran Engineering (Cochran) is conducting a geotechnical evaluation for the development. SCS will work with Cochran to obtain information relevant for the landfill soils evaluation from the Industrial Park's planned geotechnical investigation. It is expected Cochran will conduct the field work, prepare the geotechnical investigation, and generally handle the geotechnical evaluations needed for the Industrial Park. SCS will work with Cochran to collect soil data from their proposed boring locations SCS will coordinate with Cochran in advance which borings SCS intends to use for the soil investigation. During Cochran's field work, SCS will have one person onsite to observe and direct collection of samples for the landfill's soil evaluation.

The emphasis of the landfill's soil evaluation will be in the approximately 35.40-acre Lot 3. We propose to select five of Cochran's proposed borings to observe and collect soil samples for further analytical testing. No more than 10 soil samples are expected to be collected for analysis. SCS will contract with a soils laboratory to have the samples tested for:

- Atterberg limits (each sample)
- Soil classification (each sample)
- Percent passing 200 sieve (each sample)
- Standard Proctor (each sample)
- Permeability (number to be determined after receipt of initial soil results, assumed no more than 5)

It is assumed these borings will be drilled on the same day, requiring only one mobilization to the Industrial Park. SCS will collect samples and send the samples to the soils laboratory for analysis. Cost for the laboratory analysis is included with this scope of work.

Unless otherwise stated, this scope of work assumes all field work, including drilling, equipment for drilling, backfilling holes, and personnel will be handled by Cochran, with the exception of SCS oversight personnel and laboratory analysis as it relates to the landfill.

Results of the Industrial Park soil evaluation, as it relates to the landfill, will be included in the Task 4 memo/report. No discussion of the geotechnical evaluation as it relates to the development of the Industrial Park will be included.

#### **Task 4: Summary Memo/Report**

Upon completion of Tasks 2 and 3, we'll prepare a summary memo or report that summarizes the estimated soil needs and estimated soil available at the landfill. This document is anticipated to include the following:

- Estimated soil needed for the landfill's final cover system including
  - Currently permitted alternative final cover system
  - Traditional Subtitle D final cover system
- Estimated soil needed for the intermediate cover
- Estimated soil needed for daily operations
- Approximate soil available at the landfill's borrow areas (from Task 2)
- Approximate soil available at the Industrial Park (from Task 3)
- Remaining soil need or soil available for the landfill

A copy of the laboratory data and figure(s) showing the boring locations will be included in the memo/report.

We will work with the City to determine appropriate assumptions for operational soil use estimates.

### **RESPONSIBILITY OF THE CITY OF WASHINGTON**

It is our understanding that the City will provide SCS with all available information pertinent to the assignment, including previous designs, reports, and data as requested. SCS shall rely on information made available by the City as accurate without independent verification.

## ESTIMATED PROJECT FEE

SCS will complete the scope of work described herein on a time and materials basis in accordance with our current fee schedule included in Attachment A. The cost breakdown for each task is shown below:

| Task                                                          | Labor           | Expenses /<br>Subcontractor | Estimated Fee   |
|---------------------------------------------------------------|-----------------|-----------------------------|-----------------|
| Task 1: Survey                                                | \$1,200         | \$9,600                     | \$10,800        |
| Task 2: Existing Borrow Soil Evaluation                       | \$3,700         | \$14,100*                   | \$17,800        |
| Task 3: Support for Borrow Soil Evaluation at Industrial Park | \$3,700         | \$11,100*                   | \$14,800        |
| Task 4: Summary Memo / Report                                 | \$9,000         | -                           | \$9,000         |
| <b>Total</b>                                                  | <b>\$17,600</b> | <b>\$34,800*</b>            | <b>\$52,400</b> |

\*Assumes maximum number of soil tests listed in task; the actual number of samples will depend on what is encountered during drilling.

## ACCEPTANCE OF WORK

SCS has included in Attachment B our Terms and Conditions for completing the scope of services. If you are in agreement with the above scope, fees, and terms and conditions, please sign and date the last page of the Terms and Conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

SCS appreciates the opportunity to be of continued service to the City. We look forward to discussing any questions or comments you may have concerning this proposal. Please contact Renee Trenshaw at 913-749-0707 or Floyd Cotter at 913-749-0726 with questions or comments. Thank you for your consideration.

Sincerely,



Floyd Cotter  
Vice President / Project Director  
SCS ENGINEERS



Renee Trenshaw  
Project Manager  
SCS ENGINEERS

rdt/ajw/fec

Attachment A Fee Schedule  
Attachment B Terms and Conditions, Notice to Proceed

3ca

Attachment A  
Fee Schedule

**2023 STANDARD FEE SCHEDULE**

| <b>Labor Category</b>             | <b>Rate</b> |
|-----------------------------------|-------------|
| Principal .....                   | \$275       |
| Senior Project Advisor .....      | \$240       |
| Senior Project Director .....     | \$215       |
| Project Director .....            | \$200       |
| Project Advisor .....             | \$185       |
| Senior Project Manager .....      | \$175       |
| Project Manager .....             | \$160       |
| Senior Project Professional ..... | \$145       |
| Project Professional .....        | \$130       |
| Staff Professional .....          | \$115       |
| Designer/Graphics .....           | \$110       |
| Associate Professional .....      | \$105       |
| Technical Associate .....         | \$95        |
| Senior Technician .....           | \$90        |
| Technician .....                  | \$75        |
| Project Administrator .....       | \$95        |
| Administrative Assistant .....    | \$65        |

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

**General Terms:**

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

**Support Services**

|                                                             |                              |
|-------------------------------------------------------------|------------------------------|
| Specialty Software .....                                    | \$20.00 per hour             |
| 24-inch by 36-inch plots .....                              | \$25.00 each                 |
| 36-inch by 48-inch plots .....                              | \$25.00 each                 |
| Additional Report Copies (varies depending on report) ..... | \$25.00 - \$50.00 per report |

**Support Vehicles**

|                                     |                                      |
|-------------------------------------|--------------------------------------|
| Support Vehicle .....               | \$0.70 per mile                      |
| SCS Support Truck.....              | \$40.00 per day plus \$0.70 per mile |
| SCS Support Truck with Trailer..... | \$60.00 per day plus \$0.85 per mile |
| SCS Utility Truck.....              | \$60.00 per day plus \$0.70 per mile |
| Rental Vehicle.....                 | Cost plus 15%                        |

**Per Diem and Travel**

|                               |                 |
|-------------------------------|-----------------|
| Hotel, Airfare .....          | Cost plus 15%   |
| Full-Day Meal Allowance ..... | \$46.00 per day |
| Half-Day Meal Allowance.....  | \$23.00 per day |

**Field Equipment and Supplies**

|                                                     |                    |
|-----------------------------------------------------|--------------------|
| Track-mounted Direct Push Geoprobe® .....           | \$750.00 per day   |
| Track-mounted Direct Push/Drilling Geoprobe® .....  | \$1,250.00 per day |
| All Terrain Vehicle (UTV) .....                     | \$100.00 per day   |
| Field Sampling Trailer.....                         | \$350.00 per day   |
| GPS Surveying System .....                          | \$225.00 per day   |
| Total Station Survey Equipment .....                | \$125.00 per day   |
| Misc. Survey Tools/Equipment .....                  | \$25.00 per day    |
| Nuclear Density Gauge.....                          | \$100.00 per day   |
| Photoionization Detector (PID) .....                | \$100.00 per day   |
| Water Level Indicator (≤300 foot) .....             | \$35.00 per day    |
| Oil/Water Interface Probe.....                      | \$65.00 per day    |
| pH/Temperature/Conductivity Meter (for water) ..... | \$25.00 per day    |
| Peristaltic/Low-Flow Pump .....                     | \$50.00 per day    |
| Hand Augers (10-foot).....                          | \$15.00 per day    |
| Hand-held GPS Unit.....                             | \$25.00 per day    |
| Generator .....                                     | \$100.00 per day   |
| Air Compressor (5 gallon).....                      | \$25.00 per day    |
| Electro fusion Machine .....                        | \$135.00 per day   |
| Flow-Thru Multi-Parameter Meter.....                | \$175.00 per day   |
| Turbidimeter .....                                  | \$35.00 per day    |
| Composite Sampler .....                             | \$75.00 per day    |
| QED Pump Controller.....                            | \$125.00 per day   |
| GEM 5000.....                                       | \$150.00 per day   |
| Expendable Equipment, Supplies & Rentals .....      | Cost + 15%         |

Note: The rates shown above are effective through December 31, 2023 and are subject to revision.



Attachment B  
Terms and Conditions, Notice to Proceed

## SCS ENGINEERS

### TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages in limits shown in Exhibit A. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
8. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
9. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
10. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
11. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
12. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

- 13. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
- 14. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
- 15. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
- 16. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
- 17. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
- 18. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
- 19. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.
- 20. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Missouri will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

**COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

**21. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

City of Washington

By   
Signature

By \_\_\_\_\_  
Signature

Floyd Cotter  
Typed Name

\_\_\_\_\_  
Typed Name

Vice President / Project Director  
Title

\_\_\_\_\_  
Title

4/25/2023  
Date of Signature

\_\_\_\_\_  
Date of Signature

**"EXHIBIT A"  
INSURANCE**

Without limiting its liability hereunder, Contractor shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance listing the City as an additional co-insured as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior to written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

(1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

(2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

|                          |                    |
|--------------------------|--------------------|
| <i>General Aggregate</i> | <i>\$3,000,000</i> |
| <i>Each Occurrence</i>   | <i>\$1,000,000</i> |

(3) Automobile Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each occurrence, \$3 million aggregate.

(4) Architect's and Engineer's Professional Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each claim, \$3 million aggregate.

The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage.



May 1, 2023

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

RE: Pool Contract Budget Amendment

Honorable Mayor and City Council,

At the April 3 City Council meeting Council approved the Pool Contract Amendment with Midwest Pool Management for the increase in lifeguarding fees. Attached is a budget amendment ordinance for Midwest Pool Management (MPM) lifeguard and pool management contract for 2023. The amendment was necessary due to an increase in maintenance costs and labor. The combined maintenance and labor increase is \$39,300.

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

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: This ordinance shall amend the 2023 Budget as follows:

General Fund 001 – Add increase of \$39,300 for Midwest Pool Management change in contract for an increase in lifeguarding staffing fees for the 2023 pool season (001-22-000-520400 Other Contracted Services).

SECTION 2: 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





**POLICE**  
CITY OF WASHINGTON

**Washington Police Department**  
Chief Jim Armstrong DSN 256

301 Jefferson Street  
Washington, MO 63090  
Police Dispatch: 636 390-1050  
Direct Line: 636 390-1207  
Fax: 636 390-2455

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April 25, 2023

Mayor Doug Hagedorn  
City Council Members

RE: Amendment of code related to motorcycle helmets

Honorable Mayor and City Council,

Please find the enclosed amended code as it relates to headgear requirements for motorcycles or motor tricycles. The City Prosecutor and I are requesting the amendment so that city code matches state statute. The amended code will allow any qualified motorcycle operator who is twenty-six years of age or older to operate a motorcycle or motor tricycle without wearing protective headgear if he or she maintains proof of financial responsibility. In addition, they must be covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred because of an accident while operating or riding on a motorcycle or motor tricycle.

Should you have any specific questions or concerns prior to the council meeting, please reach out to me.

Respectfully,

*Chief James Armstrong*

Jim Armstrong, Chief of Police

3Ea

**Section 370.190 Headgear Required — Motorcycles Or Motortricycles.**

- ~~A. Every person operating or riding as a passenger on any motorcycle or motortricycle, as defined in this Title, upon any highway of this City shall wear protective headgear at all times the vehicle is in motion. The protective headgear shall meet reasonable standards and specifications established by the Director of Revenue.~~
- ~~B. The penalty for failure to wear protective headgear as required by Subsection (A) of this Section shall be deemed an ordinance violation for which a fine not to exceed twenty-five dollars (\$25.00) may be imposed. Notwithstanding all other provisions of law and court rules to the contrary, no court costs shall be imposed upon any person due to such violation. No points shall be assessed pursuant to Section 302.302, RSMo., for a failure to wear such protective headgear.~~
- ~~C. A person operating or riding in an autoeyele may not be required to wear protective headgear.~~

1. Any qualified motorcycle operator who is twenty-six years of age or older may operate a motorcycle or motortricycle upon any highway, road, or street of this City without wearing protective headgear if he or she in addition to maintaining proof of financial responsibility in accordance with Chapter 303 RSMo. is covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motortricycle.

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2. Proof of coverage required by subsection 1 of this section shall be provided, upon request by authorized law enforcement, by showing a copy of the qualified operator's insurance card.

3. No person shall be stopped, inspected, or detained solely to determine compliance with this section.

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 370.190 OF THE  
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 370.190 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

1. Any qualified motorcycle operator who is twenty-six years of age or older may operate a motorcycle or motor tricycle upon any highway, road, or street of this City without wearing protective headgear if he or she in addition to maintaining proof of financial responsibility in accordance with Chapter 303 RSMo, is covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motor tricycle.

2. Proof of coverage required by subsection 1 of this section shall be provided, upon request by authorized law enforcement, by showing a copy of the qualified operator's insurance card.

3. No person shall be stopped, inspected, or detained solely to determine compliance with this section.

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



April 20, 2023

RE: Recommendation – Purchase Budgeted Mower

Honorable Mayor and City Council,

As you may be aware, before deciding to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, we budgeted for a new Walk Behind Mower, but we need to replace our 2016 (60") Zero Turn Mower this year, due to recent repairs to our current 2016 Walk Behind, which we will keep another year and replace the Zero Turn this year. The Street Department budgeted \$8,000 to replace the Walk Behind Mower, however the bid for the Zero Turn Mower came in at \$10,479, which is \$2,479 over budget. Our recent purchase of a Skid Steer came in under budget at \$7,706, so we will use that extra money to cover the additional \$2,479.

| Vendor                                                                                            | Make Model               | Quoted Price |
|---------------------------------------------------------------------------------------------------|--------------------------|--------------|
| Wayde's Equipment of Union<br>1218 W Springfield Ave Union, MO<br>636-583-8830                    | Kubota Z725H-3-60        | \$10,333.72  |
| Hoffmann Hillermann Nursery & Florist<br>2601 E 5 <sup>th</sup> St Washington, MO<br>636-239-6729 | Exmark Lazer E-Series 60 | \$10,479.00  |
| Sydenstricker/Nobbe                                                                               | John Deere Z930M 60      | \$12,799.00  |

The bids show that the Kubota is \$145.28 less than the Exmark, but I am requesting that we purchase the Exmark as we have used that the 7 years with great success and few repairs. The guys are used to how the equipment operates and we have a great support from Hoffmann Hillermann for maintenance and service parts, as well as them being a local vendor.

I recommend that the City of Washington contract with Hoffmann Hillermann Nursery & Florist, for the purchase of a Exmark Lazer E-Series 60 Kohler in the amount of, \$10,479.00.

If you have any questions/concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,

  
 Tony Bonastia  
 Street Superintendent

3Fa

**HOFFMANN HILLERMANN NURSERY & FLORIST**  
**2601 EAST 5TH STREET**  
**P.O. BOX 1160**  
**WASHINGTON, MO. 63090**  
**PHONE: (636) 239-6729**

| Customer No. | Job No. | Purchase Order No. | Reference   | Terms        | Clerk | Date    | Time  |
|--------------|---------|--------------------|-------------|--------------|-------|---------|-------|
| 1073         |         | MOWER QUOTE        | STREET DEPT | END OF MONTH | WB    | 4/10/23 | 10:30 |

**Sold To**  
 WASHINGTON CITY OF  
 & FINANCE DEPT.  
 405 JEFFERSON STREET  
 WASHINGTON MO 63090

**Ship To**

EXP. DATE: 4/11/23      DOC# 885126  
 TERM#580  
 \* ESTIMATE \*  
 SLSPR: WB MITCHELL W. BEVFCDEN  
 TAX : 002 MISSOURI EXEMPT      EST. 885126

| SHIPPED | ORDERED | UM | SKU            | DESCRIPTION                     | SUGG     | UNITS | PRICE/PER    | EXTENSION   |
|---------|---------|----|----------------|---------------------------------|----------|-------|--------------|-------------|
|         | 1       | EA | LZE742GFC604A3 | EXMARK LAZER E-SERIES 60 KOHLER | 14077.00 | 1     | 10479.00 /EA | 10,479.00 N |
|         |         |    |                |                                 |          |       | TAXABLE      | 0.00        |
|         |         |    |                |                                 |          |       | NON-TAXABLE  | 10479.00    |
|         |         |    |                |                                 |          |       | SUBTOTAL     | 10479.00    |
|         |         |    |                |                                 |          |       | TAX AMOUNT   | 0.00        |
|         |         |    |                |                                 |          |       | TOTAL AMOUNT | 10479.00    |

\*\* ESTIMATE \*\* ESTIMATE \*\* ESTIMATE \*\* ESTIMATE \*\*

**X** \_\_\_\_\_  
 Received By

*\$145 higher*

**3Fa**

**Sourcewell**  
 Utility Tractors & Mowers - 081121  
 CE and AG - 040315  
 Utility Vehicles 122220  
 Arkansas 4600041738  
 Delaware 689-21673  
 Mississippi (CE Only) 8200056371  
 Mississippi 8200055841

Z725KH-3-60 WEB QUOTE #2635736  
 Date: 4/7/2023 10:33:44 AM  
 - Customer Information --  
 BONASTIA, TONY  
 CITY AF WASHINGTON  
 TBONASTIA@WASHMO.GOV  
 314-541-4010

Quote Provided By  
 WAYDE'S EQUIPMENT OF UNION  
 KEVIN HUBENTHAL  
 1218 W SPRINGFIELD AVE  
 UNION, MO 63084  
 email:  
 KHUBENTHALOFWEU@GMAIL.COM  
 phone: 6365838630

-- Standard Features --

-- Custom Options --



Z700 Series Z725KH-3-60

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**GASOLINE ENGINE**

Air-cooled, V-Twin Vertical Shaft  
 Kohler Command Pro CV742  
 25 Gross HP @ 3600 rpm\*  
 Displacement 747 cc  
 Kubota Model GH740V

**TRANSMISSION**

Parker Torqpaq HTG14  
 Integrated 14cc pump and wheel motor  
 Internal Parking Brake  
 Forward Speeds 0 - 11.2 mph  
 Reverse Speeds 0 - 5.6 mph

**STEERING / MOTION CONTROL**

(2) Hand Levers  
 Hydraulically Damped

**FLUID CAPACITY**

Fuel Tank 11.6 gal  
 Oil 1.9 qts  
 Transxle 3.5 qts

**DIMENSIONS**

Height 70.8"  
 Length 83.9"  
 Width w/o deck 54.7"  
 Wheelbase 51"

\* Manufacturer's estimate.

**TIRES AND WHEELS**

Front Casters 13 x 5.0 - 6 Flat free  
 Rear 24 x 9.5 -12 Turf

**OPERATING FEATURES**

Premium Adjustable Suspension  
 Seat w/ Kubota Exclusive Design  
 Zero Turn Radius  
 Foot Controlled Brake  
 Adjustable Levers and Mower Deck  
 Lift Pedal  
 Cup Holder & Storage  
 Compartments  
 Semi-pneumatic, Smooth, Flat free  
 Front Tires

**SAFETY EQUIPMENT**

Seat Safety Switch  
 Control Lever Safety Switch  
 Parking Brake Safety Switch  
 Foldable ROPS

**PTO SYSTEM**

Belt Driven  
 Dynamo-Electric clutch

**MOWER DECK**

60" Cutting Width  
 1-5" Cut Height, Adjustable  
 1/4" Increments  
 Flexible Discharge Cover  
 Fabricated 8 Gauge Steel  
 6" Deep Design  
 3 Blades  
 18,600 fpm Blade Tip Speed  
 Maintenance-Free Sealed Spindles

Z725KH-3-60 Base Price: \$12,399.00  
**Configured Price: \$12,399.00**  
 Sourcewell Discount: (\$2,727.78)  
**SUBTOTAL: \$9,671.22**  
 Dealer Assembly: \$0.00  
 Freight Cost: \$262.50  
 PDI: \$400.00

Total Unit Price: \$10,333.72  
 Quantity Ordered: 1  
 Final Sales Price: \$10,333.72

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.  
 Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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JOHN DEERE



SYDENSTRICKER NOBBE

Z930M - 25.5HP with Full Suspension Seat / 60" Deck



[View Product Brochure](#)

Z930M - 25.5HP with Full Suspension Seat / 60" Deck

\$12,799.00

Attachments

No Attachments selected.

Package Price: \$12,799.00

Subtotal: \$12,799.00

Sales Tax (percentage):  % = \$0.00

Total with Tax: \$12,799.00

Service Solutions

No Service Solutions selected.

Delivery Fee: \$0.00

Trade-in (\$):

Total: \$12,799.00

Financing

Select your financing option below

- Cash
- 0% APR for 48 months
- 0% APR for 48 months

\*\*Taxes & fees not included in the terms. Price subject to change. Some exclusions apply. See dealer for complete details.



BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH HOFFMANN HILLERMANN NURSERY & FLORIST FOR THE PURCHASE OF A EXMARK LAZER E-SERIES 60 ZERO TURN MOWER

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 with Hoffmann Hillermann Nursery & Florist in an amount totaling Ten Thousand, Four Hundred Seventy-Ninety Dollars, and Zero Cents (\$10,479.00) for the purchase of a Exmark Lazer E- Series 60 Zero Turn Mower. A copy of said sales contract is attached hereto and marked as Exhibit A.

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

SECTION 3: This ordinance shall take effect and be in full force from and after it's 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Hoffmann Hillermann Nursery & Florist, 2601 East 5<sup>th</sup> Street (PO Box 1160), Washington, MO 63090, herein referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one Exmark Lazer E-Series 60 Zero Turn Mower.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one Exmark Lazer E-Series 60 Zero Turn Mower for payment in the total sum of Ten Thousand Four Hundred Seventy-Nine Dollars and Zero Cents (\$10,479.00).

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.

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 written.

SELLER:

CITY:

BY: \_\_\_\_\_  
Company Representative

BY: \_\_\_\_\_  
Mayor – Washington, MO

ATTEST: \_\_\_\_\_  
City Clerk

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