

**COUNCIL WORKSHOP MEETING  
MONDAY, JUNE 5, 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 May 1, 2023, Workshop minutes

Approve/Mayor

**2. PRESENTATIONS:**

- A. Renewal of City’s Property/Casualty Insurance & Payment Authorization
- B. ESCI Long Range Study

Discuss-Send to Council  
Discussion

**3. REPORT OF DEPARTMENT HEADS:**

A. Administration Department -

- a. Owner’s Representative Agreement

Discuss-Send to Council

B. Engineering Department -

- a. Third Street Overlay and Improvements Project Resolution

Discuss-Send to Council

C. Parks Department -

- a. Blecavator Purchase
- b. Skate Park Features Purchase
- c. Workman UTX Purchase

Discuss-Send to Council  
Discuss-Send to Council  
Discuss-Send to Council

D. Street Department -

- a. Caterpillar 953 Track Loader Purchase
- b. Establishing Yard Waste Dumping Fee Schedule

Discuss-Send to Council  
Discuss-Send to Council

E. Water Department -

- a. Water Service Pipe Code Amendment
- b. Backflow Prevention Code Amendment
- c. Permits And Charges For Water Taps and Connections Code Amendment

Discuss-Send to Council  
Discuss-Send to Council  
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, JUNE 1, 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, MAY 1, 2023**

The Council Workshop Meeting was held on Monday, May 1, 2023, at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Hagedorn opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Doug Hagedorn	Present	
<b>Council Members:</b>	<b>Ward I</b>	Al Behr	Present
		Duane Reed	Absent
	<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	Present
		Joe Holtmeier	Present
	<b>Also Present:</b>	City Administrator	Darren Lamb
		City Clerk	Sherri Klekamp
		Finance Manager	Mary Sprung
		Public Works Superintendent	Kevin Quaethem
	Street Superintendent	Tony Bonastia	
	Economic Development Director	Sal Maniaci	
	Parks Director	Wayne Dunker	
	Detective Lieutenant	Steve Sitzes	

**Approval of Minutes**

A motion to approve the minutes from the April 3, 2023, Workshop meeting as presented made by Behr, seconded by Holtmeier, passed without dissent.

**Report of Department Heads**

**A. Administration Department-**

**a. Cooperative Agreement Road Improvement South Point Road**

*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).*

May 1, 2023

*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*

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

**B. Community & Economic Development Department-  
a. Mobile Food Vendor Code Amendment**

*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*

Community and Economic Development Director Sal Maniaci discussed the code amendment. After discussion, a motion to forward to Council made by Patke, seconded by Briggs, passed without dissent.

**b. Professional Services Agreement Pottery Road Intersection**

*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*

May 1, 2023

*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,*

*Sal Maniaci*

*Community and Economic Development Director*

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

**C. Engineering Department-**

**a. Struckhoff Landfill & Oldenburg Industrial Park Proposal**

*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*

*Assistant City Engineer*

*Cc: Mary Sprung, Finance Manager*

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

May 1, 2023

**D. Parks Department-  
a. Pool Contract Budget Amendment**

*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, MA, CPRP*

*Director of Parks & Recreation*

Parks Director Wayne Dunker discussed the budget amendment. After a brief discussion, a motion to forward to Council made by Behr, seconded by Patke, passed without dissent.

**E. Police Department-  
a. Motorcycle Headgear Code Amendment**

*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,*

*Jim Armstrong, Chief of Police*

Detective Lieutenant Steve Sitzes discussed the code amendment. After discussion, a motion to forward to Council made by Holtmeier, seconded by Patke, passed without dissent.

May 1, 2023

**F. Police Department-**  
**a. Motorcycle Headgear Code Amendment**

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 1218 W Springfield Ave Union, MO 636-583-8830	Kubota Z725H-3-60	\$10,333.72
Hoffmann Hillermann Nursery & Florist 2601 E 5 <sup>th</sup> Street Washington, MO 636-239-6729	Exmark Lazer E-Series 60	\$10,479.00
Sydenstricker/Nobbe	John Deer 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

Street Superintendent Tony Bonastia discussed the purchase. After a brief discussion, a motion to forward to Council made by Patke, seconded by Holtmeier, passed without dissent.

**Adjournment**

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

May 1, 2023



May 25, 2023

Honorable Mayor & City Council  
City of Washington  
Washington, Missouri 63090

RE: Renewal of City's Property/Casualty Insurance & Payment Authorization

Honorable Mayor and Council Members:

Administration received the attached proposal for the renewal of the City's Property/Casualty Insurance from our current carrier The Daniel & Henry Company. After reviewing the proposal, it is staff's recommendation to accept the renewal proposal from The Daniel & Henry Company for July 1, 2023, through June 30, 2024, with the following changes:

1. Property and Equipment Floater coverages to move from Travelers to Chubb
2. Crime Coverage:  
Enter into a three-year policy with Travelers for a savings of \$365.00

Due to the short timeframe for renewal, staff is requesting payment authorization at this time as well.

Amy Diblasi from The Daniel & Henry Company will be present at the June 5, 2023, Council Meeting to answer any questions.

Respectfully submitted,

Darren Lamb  
City Administrator

Attachment

## Premium Summary / Comparison

Coverage	22/23 Expiring	23/24 Renewal	Insurance Company
<b>Property</b>	97,581	131,106*	Chubb – Federal Insurance Company AM Best: A++ XV
<b>Equipment Floater</b>	11,057	Included in Property	Chubb – Federal Insurance Company AM Best: A++ XV
<b>Excess Earthquake</b>	22,848	No longer needed	
<b>General Liability</b>	58,670	69,053	Charter Oak Fire Ins. Co. AM Best: A++ XV
<b>Law Enforcement Liability</b>	27,534	31,881	Charter Oak Fire Ins. Co. AM Best: A++ XV
<b>Public Entity Officials</b>	26,092	27,865	Greenwich Insurance Co. AM Best: A+ XV
<b>Employment Practices</b>	Combined with Public Officials	Combined with Public Officials	Greenwich Insurance Co. AM Best: A+ XV
<b>Crime</b>	2,376	2,433**	Travelers Casualty & Surety Co. AM Best: A++ XV
<b>Cyber</b>	18,825	19,275	Risk Placement Services – CFC/Lloyd's Underwriters AM Best: A XV
<b>Commercial Automobile</b>	99,436	114,772	Travelers Indemnity Co. AM Best: A++ XV
<b>Workers Compensation</b>	140,697	171,001	Missouri Employers Mutual AM Best: A- IX
<b>Umbrella</b>	7,977	8,925	Travelers Property Casualty Co. of America AM Best: A++ XV
<b>Total Premium</b>	<b>513,093</b>	<b>576,311</b>	

\*Per the supplemental property comparison spreadsheet, the Chubb property offer is recommended due to the lower wind/hail deductible, the ability to include \$30M earthquake, and competitive pricing. Travelers offered a property renewal at \$125,856. We would have to pair Travelers with an excess earthquake policy and a wind/hail deductible buy-down policy, for an indicated grand total cost of \$195,986. Chubb has quoted \$131,106.

**\*\*Other term options listed below:**

Option #1: 1 Year Term @ \$2,433

Option #2: 3 Year Term Paid In Full @ \$6,934 (saves \$365 over 3 years)

Option #3: 3 Year Term Paid In Annual Installments of \$2,433 for 3 years





May 29, 2023

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

RE: ESCI Long Range Study

Dear Honorable Mayor and City Council:

Emergency Services Consulting International (ESCI) was contracted to perform a fire protection long range study and master plan by the Washington Community Fire Protection District with support from the City. The Washington Fire Department is unique in its operation with three separate entities. The overall report is 138 pages with recommendations throughout the fire department operation. The recommendations are broken down into 1–3-year, 3-5 year and 5–10-year increments for considerations and the need for funding of these projects. The fire department chiefs and boards are reviewing the study to begin formulating a plan to address the recommendations as well as the direction the department should be heading.

The report overview breaks out a number of high-level topics for review. These include firefighter health, fire prevention and education, legal arrangement between the Washington Volunteer Fire Company and the City of Washington, the need for a Standard of Cover, fire department administration and capital planning.

The first and foremost concern is firefighters' health and safety. There were a number of observations regarding health screenings, cancer risk and mitigation efforts. This includes a second set of turnout gear for active, interior firefighters to reduce exposure to carcinogens. A segregated laundering of turnout gear from other laundry and implementing a medical surveillance plan. The filtering of diesel smoke inside the station was immediately identified and a grant submitted to FEMA for this equipment.

The report highlights the need for fire prevention and education. The fire department is far below industry standards regarding preplanning, building intelligence, code enforcement and community risk reduction. This is an active area identified prior to this study; however, it reinforces this immediate need. A dedicated fire inspector to assist with pre-planning, plan reviews, inspections and assisting with public education is a short-term goal.

The unique arrangement of the City of Washington Fire Department and the Washington Volunteer Fire Company raised a lot of questions with the consultants, particularly from a legal perspective. The arrangement between the City and the fire company was recommended to be reviewed by outside legal counsel. There are other areas of the country that have similar operations with volunteer fire companies and municipalities. There are additional ordinances, the fire department is aware that need to be updated within the present City codes as well.

A Standard of Cover should be developed as part of an overall strategic plan. The Standard of Cover is a review of the hazards, response capabilities, community needs and stakeholder expectations for fire and rescue services. As part of the Standard of Cover, a more detailed set of benchmarks should be established for year-over-year comparisons, identification of new challenges and documented metric of performance that can be used against national norms and standards. A key piece of the Standard of Cover is meeting the expectations of the community and fulfilling the needed services from a response perspective. The report allows the review year after year of call volume and more importantly response times to ensure that the volunteer manpower can fulfill the stated objectives.

As part of the needed objectives is the administration of the fire department. It was identified that the overall administration of the fire department may not be meeting national standards and best practices. The administration cannot be completed in a vacuum and must be a coordinated effort between the fire company, the Washington Community Fire Protection District and the City. The administration must be capable of effectively leading the day-to-day operations, balancing between the various entities as well as providing planning and budget oversight. The fire company is aware of the administrative challenges and started addressing these needs in 2020. There is additional work that must be completed in cooperation with City leadership and key positions for the overall fire department operation utilizing volunteers.

Finally, the report reviewed the location and need for major capital assets including fire stations and fleet. These are both capital intensive endeavors with fire stations that may have a life span of 50 years. Presently, the City is in a good position with a station planned in the southeast portion of the City. As the City grows, the direction of that growth will impact the fire department response profile and demands from both a capital and response perspective. The fire department fleet is growing, and it was recommended to formalize the maintenance program as well as a replacement schedule. The planning group is reviewing the fleet and recommendations from the report to develop a timeline and budgetary needs. The capital needs over the next 10 years will require a majority of the fleet replacement in addition to the expansion. The capital for these assets will require careful study to ensure the expected needs are met.

Overall, the report has provided a framework for the fire department chiefs and fire company board to begin reviewing and adjusting plans for moving forward. The fire company appreciates the City supporting a long-range study and master plan to assist addressing the present and future needs of the citizens we serve.

If you have any questions, please let me know.

Yours in service,



Tim Frankenberg, CFPS, CSP  
Fire Chief

# Washington Fire Department

Washington, Missouri

# Master Plan



**Emergency Services Consulting International**  
*Providing Expertise and Guidance that Enhances Community Safety*

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## Acknowledgments

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### **City of Washington, Missouri**

**Doug Hagedorn** – *Mayor*  
**Darren Lamb** – *City Administrator*  
**Al Behr and Duane Reed** – *Ward 1*  
**Mark Hidritch and Mark Wessels** – *Ward 2*  
**Chad Briggs and Jeff Patke** – *Ward 3*  
**Mike Coulter and Joe Holtmeier** – *Ward 4*

### **Washington Community Fire Protection District**

**Don Wildt** – *Chairman of the Board*  
**Darrel Barrett** – *Board Member*  
**Alan Elsenrath** – *Board Member*  
**Jay Mittler** – *Board Member*  
**Bill Straatmann** – *Board Member*

### **Washington Volunteer Fire Company**

**John Borgmann** – *Chairman of the Board*  
**Louis “Buzz” Eckelkamp III** – *Board Member*  
**Mark Frankenberg** – *Board Member*  
**Rick Frankenberg** – *Board Member*  
**Blake Marquart** – *Board Member*  
**Don Peters** – *Board Member*  
**Mark Skornia** – *Board Member*  
**Terry Sullentrup** – *Board Member*  
**Tim Frankenberg** – *Fire Chief*

### **ESCI Team**

**Jeffrey Grote** – *Project Manager*  
**Rudy Ruiz** – *Associate Consultant*  
**Greg Benson** – *Associate Consultant*  
**Rodney Mascho** – *Data Analyst*  
**Matthew Krok** – *Data Analyst*  
**Cassandra Li** – *Financial Analyst*

*...and the all the members of the Washington Fire Department who selflessly serve their citizens and visitors with compassion and professionalism.*



## Executive Summary

---

Emergency Services Consulting International (ESCI) has been engaged by the community of Washington, MO, to provide a Master Plan for delivering emergency services within the service area. This plan will assist the organizations in much-needed future planning. This report evaluates current conditions and future growth, development, and service demand while providing recommendations to enhance existing services over the next 10 – 15 years.

ESCI thanks the City of Washington, the Washington Community Fire Protection District (WCFPD), and the Washington Volunteer Fire Company (WVFC) for cooperating in preparing this report. All involved were detailed in their response and provided essential information.

In completing this report, the ESCI team found that the WVFC has a proud team of volunteers providing emergency response responsibilities for both governments. The WVFC has existed since 1852 and has grown with the community for over a century. While preparing this report, ESCI has several critical concerns that deserve immediate attention when reviewing this Master Plan. The following discussion in this summary is considered immediate action items.

The community of Washington, Missouri, as well as the Washington Community Fire Protection District, currently lacks the needed capacity for fire prevention and fire education. The Fire Chief currently conducts all plan reviews for these governmental bodies as a volunteer. There are many more important matters within the organization that Fire Administration should be focused on. The WFD is in dire need of a fire prevention specialist to relieve some of the workload placed on the Fire Chief and the organization as a whole.

A significant finding from this process includes the need for a legal review of the agreement/contracts between all parties. Currently, there is not a contract between the City of Washington and the Washington Volunteer Fire Company. The overlap between some of the practices and behaviors of the City of Washington, the WVFC, and WCFPD trends toward the need to better define these relationships and the potential that without clearly defined roles, there may be legal obligations for the city. For example, one of the questions that arose from the construction of this report is: Are the volunteers of WVFC legally considered employees of the city? It is not ESCI's intention to provide legal guidance within this report. However, there are no clear legal agreements to protect all parties involved, and a legal review outside of current and historical representation is strongly recommended. Due to the lack of comparable organizations to compare legal arrangements within WFD's region and state, it makes sense to seek legal review from a firm with experience in volunteer fire service representation, specifically from Ohio, Maryland, New Hampshire, Virginia, and Connecticut.

Within proper legal arrangements, there needs to be a clear understanding of what the current staffing/deployment model contains and what measurements it will strive to achieve.



Currently, the Washington Fire Department lacks a Standard of Cover. This planning document identifies total response times at the 90<sup>th</sup> percentile level, Effective Response Force capabilities, and response time goals identified by the stakeholders within Washington. A percentile is a measure that indicates what percent of the given population scored at or below a given measure. A properly conducted Standard of Cover would provide the Washington Fire Department with a detailed view of current response capabilities and help identify needed measures to maintain the appropriate service level as the community grows. A Standard of Cover provides the community with valuable metrics that can be applied to documented performance. Fire organizations that lack this document will find it challenging to provide elected officials and citizens with a detailed measurement of the value of their performance. Sample Standards of Coverage are provided electronically by the International Association of Fire Chiefs and the Center for Public Safety Excellence.

One of the difficult questions that all three entities must address is whether the current staffing and deployment model works. Is the current deployment of fire stations and resources adequate for current service level needs and future Insurance Service Insurance Services Office (ISO) evaluations? WFD currently has plans to construct a new fire station in the southern portion of the response area, with additional plans for future facilities discussed in this Master Plan.

ESCI found that the current staffing model needs improvement. As the community of Washington grows, it is imperative that the WFD be prepared for the increase in demand for service. Discussed in various areas within this report are concerns that professional standards for fire service organizations are not being met. This is one of the primary signs that the organization and community may have outgrown the current staffing model. ESCI recommends that serious discussions are undertaken about how the organizational model of the WFD is constructed. Through the examination of WFD by ESCI, it is clear that the organization must start planning for the future. The administrative structure of the organization needs to be overhauled. The WVFC Board of Directors should research and invest in full-time administrative positions that are responsible for the daily oversight and planning of the organization. With the proper levels of administrative oversight addressed, WVFC should serve as an independent third party responsible for all aspects of WFD. To adequately address administrative needs, increased budgetary contributions will be required by the City of Washington and the Washington Community Fire Protection District.

With the completion of this Master Plan, the WFD is positioned to, and should, conduct a Standard of Coverage assessment and a Community Based Strategic Plan. Within these planning processes, benchmarks and metrics are created that coincide with community and governmental partner expectations and prepare all agencies for future growth.







May 31, 2023

Honorable Mayor and City Council  
Washington MO 63090

Re: Owner's Representative Contract for Various Construction Projects

Dear Mayor and Council,

In December of 2022 City staff solicited a request for qualifications for Owner's Representative for various construction improvements including City Hall, City Auditorium, Public Works, Old Pool House and a new fire station. The City received two sets of qualifications, one from Eagan Design and Build and one from Avison Young. The committee reviewed the qualifications and recommended breaking up the construction projects into the new fire station and the remaining renovations. The committee also recommended considering Avison Young for the Owner's Representative for the fire station and Eagan Design and Build for the remaining renovations. Committee members included the following:

- Mayor Doug Hagedorn
- Councilman Mike Coulter
- Councilman Jeff Patke
- Fire Chief Tim Frankenberg
- Wayne Dunker
- Chad Owens
- Darren Lamb

After additional considerations, the Fire Department determined that the new fire station would best be designed and built by the traditional design, bid, build approach and that an owners representative contract would not be needed. However the remaining projects would best be delivered by having an owner's representative to oversee the remaining projects. They include the following with budget amounts:

City Hall Improvements (to include insulation, building security system and minor renovations to the second floor)	\$150,000
City Auditorium roof insulation and exterior improvements	\$900,000
Renovation of Old Pool Building for Parks Offices	\$390,000
Public Works office remodel	\$ 70,000
Fairground restroom and arena lighting	\$220,000
Parks Maintenance and Shed Building remodel	\$226,800

All of the above improvements were proposed during the Capital Improvement Sales Tax renewal. The contract attached is for Egan Design and Build and can be approved in phases. The first improvements that will be anticipated to go out for bid are for the City Auditorium. The remaining improvements will be reviewed based on cost estimates and bid packages to optimize savings.

Should you have any questions, please feel free to contact me.

Sincerely,



Darren Lamb, AICP  
City Administrator

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO AN OWNER'S REPRESENTATIVE AGREEMENT WITH EAGAN BUILDING GROUP, LLC FOR CONSTRUCTION IMPROVEMENTS INCLUDING THE CITY AUDITORIUM ROOF INSULATION

BE IT ORDAINED by the Council of the City of Washington, Missouri,

as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Owner's Representative Agreement with Eagan Building Group, LLC for construction improvements including the City Auditorium roof insulation. A copy of said agreement is marked Exhibit A and is attached hereto and incorporated herein by reference.

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

SECTION 3: This ordinance shall take effect and be in full force from and after the date of its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri

Exhibit A

AGREEMENT

Between

THE CITY OF WASHINGTON, MO

and

EAGAN BUILDING GROUP, LLC.

for

Owner's Representative for City of Washington Construction Improvements, including City Auditorium roof insulation

AGREEMENT

Between

THE CITY OF WASHINGTON, MO

and

EAGAN BUILDING GROUP, LLC

for

OWNER'S REPRESENTATION for CONSTRUCTION MANAGEMENT SERVICES as  
OWNERS REPRESENTATIVE

This is an Agreement between: The City of Washington, MO, its successors and assigns,  
hereinafter referred to as "OWNER,"

AND

CONSULTANT, its successors and assigns, hereinafter referred to as "OWNERS  
REPRESENTATIVE."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises,  
covenants and payments hereinafter set forth, OWNER and OWNERS REPRESENTATIVE agree  
as follows:

The services and work performed under this agreement include Owner's Representative for City  
of Washington Construction Improvements including City Auditorium roof insulation (the  
"Project") in conformance to the Qualifications submitted under the Request for Qualifications  
(RFQ) For Construction Management Services as Owners Representative for City of Washington  
Municipal Facility Improvements which included New Fire Station, City Hall Improvements,  
City Auditorium Roof Insulation, Renovation of Old Pool Building, Fairground Restroom and  
Arena Lighting, Parks Maintenance Shed Building Remodel and Public Works Office Remodel.  
The Owner Representative is responsible for providing services as Owner's Representative for  
the Project. The Request for Qualifications issued by the City and the response submitted have  
been added to this agreement as **Exhibit B** and are incorporated herein.

**ARTICLE 1**  
**OWNER'S REPRESENTATIVE'S**  
**RESPONSIBILITIES**

1.1 OWNERS REPRESENTATIVE SERVICES

1.1.1 The Owner Representative's services consist of those services performed by the Owner Representatives employees and Owner Representative's consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The Owner Representative services shall be provided in conjunction with the services of an Architect, if needed, to be selected using a qualification based selection process, and General Contractor, to be identified and determined as part of the competitive bid process, and contracted between Owner and the Architect (Architect Agreement) or General Contractor ("Contractor Agreement").

1.1.3 The Owner Representative shall provide sufficient organization, personnel, and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

## **ARTICLE 2 SCOPE OF OWNER REPRESENTATIVE'S BASIC SERVICES**

### **2.1 DEFINITION**

The Owner Representative's Basic Services consist of those described in Paragraphs 2.2 and 2.3.

### **2.2 PRE-CONSTRUCTION PHASE**

2.2.1 The Owner Representative shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Owner Representative shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

2.2.3 Based on early schematic designs and other design criteria prepared by the Architect, if any, the Owner Representative shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Owner Representative shall provide cost evaluations of alternative materials and systems.

2.2.4 The Owner Representative shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Owner Representative shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

2.2.5 The Owner Representative shall prepare and periodically update a Project Schedule for the Architect's review, if any, and the Owner's acceptance. The Owner Representative shall obtain the

Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Owner Representative shall coordinate and integrate the Owner Representative services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

2.2.6 As the Architect progresses with the preparation of the Schematic, Design Development and Construction Documents, the Owner Representative shall prepare and update, at appropriate intervals agreed to by the Owner, Owner Representative and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Owner Representative shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

2.2.7 The Owner Representative shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

2.2.8 The Owner Representative shall arrange for the provision of Project facilities and equipment, materials and services for common use of the Contractors. The Owner Representative shall verify that such facilities, equipment, materials and services are included in the proposed Contract Documents.

2.2.9 The Owner Representative shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

2.2.10 The Owner Representative shall advise on the division of the Project into a single Contract for all categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be required, the Owner Representative shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.2.11 The Owner Representative shall prepare a Master Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor or vendor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Owner Representative shall provide the current Project construction schedule for each set of bidding documents.

2.2.12 The Owner Representative shall manage the General Contractor to expedite and coordinate the ordering and delivery of materials requiring long lead time.

2.2.13 The Owner Representative shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

2.2.15 The Owner Representative shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

2.2.16 Following the Owner's approval of the Construction Documents, the Owner Representative shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

2.2.17 The Owner Representative shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

2.2.18 The Owner Representative shall develop bidders' interest in the Project and establish bidding schedules. The Owner Representative, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Owner Representative shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

2.2.19 The Owner Representative shall receive bids, prepare bid analyses, and make recommendations to Owner for the Owner's award of Contracts or rejection of the General Contractor.

2.2.20 The Owner Representative shall assist the owner in preparing the General Contractor's Agreement and advise the Owner on the acceptability of the General Contractor and material suppliers proposed by the General Contractor. The Construction Contracts shall include a clause requiring that all labor performed in constructing the Project shall be compensated at prevailing wage, in accordance with the then current Missouri Division of Labor Standards Annual Wage Order applicable to The City of Washington.

2.2.21 The Owner Representative shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the General Contractor. The Owner Representative shall verify that the Owner or Contractor, if applicable, has paid applicable fees and assessments. The Owner Representative and Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

### 2.3 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONTRACTOR AGREEMENT

2.3.1 The Construction Phase will commence with the award of the Contractor Agreement or purchase orders and, together with the Owner Representative's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to Contractor is due.

2.3.2 The Owner Representative shall provide administration of the Contractor Agreement in cooperation with the Architect as set forth below.

2.3.3 The Owner Representative shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with those of the



Owner Representative, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contractor Agreement. The Owner Representatives Project Manager shall make at a minimum, biweekly on-site visits to the Project for the purpose of conducting evaluations of the progress of construction.

2.3.4 The Owner Representative shall schedule and conduct meetings on at least a biweekly basis to discuss such matters as procedures, progress and scheduling. The Owner Representative shall prepare and promptly distribute minutes to the Owner, Architect, and the Contractor.

2.3.5 Utilizing the Construction Schedules provided by the Contractor, the Owner Representative shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Owner Representative shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Owner Representative shall recommend corrective action to the Owner and Architect.

2.3.6 Consistent with the various bidding documents, the General Contractor shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

2.3.7 The Owner Representative shall endeavor to obtain satisfactory performance from the Contractor. The Owner Representative shall recommend courses of action to the Owner when requirements of the Contractor Agreement are not being fulfilled.

2.3.8 The Owner Representatives shall monitor the approved estimate of Construction Cost. The Owner Representative shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

2.3.9 The Owner Representative shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

2.3.10 The Owner Representative shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

2.3.11 The Owner Representative shall develop and implement procedures for the review and processing of applications by Contractor for progress and final payments.

2.3.11.1 Based on the Owner Representative's observations and evaluations of each Contractor's Application for Payment, the Owner Representative shall review and certify the amounts due the respective Contractors.

2.3.11.2 The Owner Representative shall prepare a Project Application for Payment based on the Contractor's Certificates for Payment.

2.3.11.3 The Owner Representative's certification for payment shall constitute a representation to the Owner, based on the Owner Representative's determinations at the site as provided in Subparagraph 2.3.13 and on the data comprising the Contractor's Applications for Payment, that, to the best of the Owner Representative's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contractor Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Contractor Agreement upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contractor Agreement correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.3.11.4 The issuance of a Certificate for Payment shall not be a representation that the Owner Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Contractor and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.3.12 The Owner Representative shall review the safety programs developed by the Contractor. The Owner Representative's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, agents or employees of the Contractor, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

2.3.13 The Owner Representative shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contractor Agreement, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Owner Representative shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contractor Agreement, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contractor Agreement.

2.3.14 The General Contractor shall schedule and coordinate the sequence of construction in accordance with the Contractor Agreement and the latest approved Project construction schedule.

2.3.15 With respect to the Contractor's Work, the Owner Representative shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contractor Agreement. The Owner Representative shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contractor Agreement. The Owner Representative shall not

have control over or charge of acts or omissions of the Contractor, or its agents or employees, or any other persons performing portions of the Work not directly employed by the Owner's Representative.

2.3.16 The Owner Representative shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications and assist in the resolution of questions that may arise.

2.3.17 The Owner Representative shall review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

2.3.18 The Owner Representative shall assist the Architect in the review, evaluation, and documentation of Claims.

2.3.19 The Owner Representative shall receive certificates of insurance from the Contractor and forward them to the Owner with a copy to the Architect.

2.3.20 In collaboration with the Architect, the Owner Representative shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples, and other submittals. The Owner Representative shall review all Shop Drawings, Product Data, Samples, and other submittals from the Contractor. The Owner Representative shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Owner's Representative. The Owner Representative's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractor.

2.3.21 The Owner Representative shall record the progress of the Project. The Owner Representative shall submit written progress reports to the Owner and Architect including information on the Contractor and its Work, as well as the entire Project, showing percentages of completion. The Owner Representative shall keep a daily log containing a record of weather, the Contractor's Work- on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

2.3.22 The Owner Representative shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Owner Representative shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Owner Representative shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

2.3.23 The Owner Representative shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

2.3.24 With the Architect and the Owner's maintenance personnel, the Owner Representative shall observe the Contractor's final testing and start-up of utilities, operational systems, and equipment.

2.3.25 When the Owner Representative considers the Contractor's Work or a designated portion thereof substantially complete, the Owner Representative shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Owner Representative shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

2.3.26 The Owner Representative shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Owner Representative shall evaluate the completion of the Work of the Contractor and make recommendations to the Architect when Work is ready for final inspection. The Owner Representative shall assist the Architect in conducting final inspections.

2.3.27 The Owner Representative shall secure and transmit to the Architect warranties and similar submittals required by the Contractor Agreement for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Owner Representative shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contractor Agreement.

2.3.28 Duties, responsibilities and limitations of authority of the Owner Representative as set forth in the Contractor Agreement shall not be restricted, modified or extended without written consent of the Owner, Owner's Representative, Architect and affected Contractors. Consent shall not be unreasonably withheld.

### **ARTICLE 3 ADDITIONAL SERVICES**

#### **3.1 GENERAL**

The services described in this Article 3 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Paragraph 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond the Owner Representatives control, the Owner Representative shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.2 are not required, the Owner shall give prompt written notice to the Owner Representative. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Owner Representative shall have no obligation to provide those services.

## 3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, or the Owner's schedule.

3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.3 Providing services made necessary by the termination or default of the Architect or Contractor, by major defects or deficiencies in the Work of Contractor, or by failure of performance of either the Owner or Contractor under the Contractor Agreement.

3.2.4 Providing services in connection with a public hearing or legal proceeding except where the Owner Representative is party thereto.

## 3.3 OPTIONAL ADDITIONAL SERVICES

3.3.1 Providing services relative to future facilities, systems and equipment.

3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

3.3.3 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings, and related equipment.

3.3.5 Providing services for tenant improvements.

3.3.6 Providing any other services not otherwise included in this Agreement.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Owner Representative and Architect, which shall include the Construction

Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Owner's Representative, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Owner Representative in order to avoid unreasonable delay in the orderly and sequential progress of the Owner Representative services.

4.5 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contractor Agreement.

4.6 The Owner shall furnish the Owner Representative with a sufficient quantity of Construction Documents.

4.7 The services, information and reports required by Paragraphs 4.5 through 4.7 shall be furnished at the Owner's expense, and the Owner Representative shall be entitled to rely upon the accuracy and completeness thereof.

4.8 Prompt written notice shall be given by the Owner to the Owner Representative and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contractor Agreement.

4.9 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Owner Representative's responsibilities under this Agreement. The Owner Representative shall notify the Owner if any such independent action will interfere with the Owner Representative's ability to perform the Owner Representative's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractor.

4.10 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay of the Owner Representative services and the progress of the Work.

## **ARTICLE 5**

### **INTENTIONALLY OMITTED**

## **ARTICLE 6 COMPENSATION**

### **6.1 AMOUNT AND METHOD OF COMPENSATION**

6.1.1 Owner agrees to pay Owner Representatives compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement a total maximum amount not to exceed \$41,650.00 (FORTY ONE THOUSAND, SIX HUNDRED FIFTY DOLLARS). It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Owner Representative shall perform all services set forth for total compensation in the amount of or less than that stated above. The total hourly rates payable by Owner for each of Owner Representatives employee categories are as set forth on **Exhibit "A"**.

## 6.2 REIMBURSABLES

6.2.1 Direct non salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost as identified in **Exhibit "A"**.

6.2.2 It is acknowledged and agreed to by Owner Representative that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, Owner's obligation to reimburse Owner Representative for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon Owner Representative's obligation to incur such expenses in the performance of services hereunder. If Owner requests Owner Representative to incur expenses not contemplated in this Section 6.2, Owner Representative shall notify Owner in writing before incurring such expenses. Any such expenses shall be reviewed and approved by Owner prior to incurring such expenses.

## ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated by either party for cause, or by Owner for convenience, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, Owner Representative shall be paid its compensation for services performed to termination date. In the event that Owner Representative abandons this Agreement, Owner Representative shall indemnify Owner against any loss pertaining to this termination.

## ARTICLE 8 EXAMINATION OF RECORDS

8.1 Owner Representative's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by a duly authorized representative from Owner, at Owner's expense. Owner Representative shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by Owner, or for such longer period as may be required by law, after the final payment. Since Owner Representative is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding Owner Representative's operations obtained during audits will be kept confidential.

**ARTICLE 9  
ASSIGNMENT**

9.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Owner's Representative, under any circumstances, without the prior written consent of Owner.

**ARTICLE 10  
INDEMNIFICATION AND INSURANCE**

10.1 INDEMNIFICATION OF OWNER

10.1.1 The Owner Representative does hereby agree to indemnify the Owner, its officers, volunteers, agents, representatives and employees (collectively the "Entities") and save them harmless from any loss, damage or expense arising from the claim or demand or any person to or against said Entities on account of or as a result of the negligence or reckless act or omission of Owner Representative or any person employed by Owner Representative or anyone else for whose acts Owner Representative is legally liable. In case any action, or actions, or other legal proceedings, shall be brought or instituted against Owner or the Entities, the applicant will assume the defense thereof, and will indemnify and save harmless the Entities against all costs, expenses, counsel fees and judgments resulting therefrom providing said Entities reasonably cooperate with the applicant, its agents, employees and designees in the defense of said legal proceedings or actions. 10.1.2 The provisions of subsection 10.1.1 above shall survive the expiration or earlier termination of this Agreement.

10.2 INSURANCE

Owner Representative shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Errors and Omissions (Professional Liability) Insurance, Commercial General Liability (CGL) Insurance, Automobile Liability Insurance, Workers' Compensation/Employer's Liability Insurance, and Excess Umbrella Insurance in the limits set forth below.

10.2.1 Errors and Omissions (Professional Liability) Insurance with the limits of liability provided by such policy to be no less than \$1,000,000 per Claim / \$3,000,000 aggregate covering all services provided pursuant to this Agreement. Coverage shall be written on a claims made basis.

**Owner Representative shall notify Owner in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.**

10.2.2 Automobile, General Liability and Property Damage Insurance with limits no less than \$1,000,000 for bodily injury or death to any one person and property damage, and \$3,000,000 per occurrence for automobile and general liability. Coverage shall cover all liability arising from premises, products, completed operations, independent contractor and personal injury and property liability assumed under an insured contract. A Combined Single Limit in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.



10.2.3 Workers' Compensation/Employer's Liability Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Missouri (or a qualified self-insurer) and all applicable federal laws and Employer's Liability in an amount of no less than \$1,000,000.

10.2.4 Such policy or policies shall be written through a company duly authorized to do business in the State of Missouri and having agents upon whom service of process may be made in the State of Missouri, and with an A.M. Best Rating of A-XI or higher. The Professional Liability, Commercial General Liability, Automobile and Umbrella policies shall be endorsed to name Owner as an additional insured and provide for thirty (30) days advance written notice of any material change to or cancellation of the policies. A waiver of subrogation endorsement shall be endorsed on each of the policies. The policy shall specifically state that the insurance required by this section, as it pertains to the Owner, shall be primary insurance and any other insurance or self-insurance programs maintained by Owner is strictly excess and secondary. Owner Representative shall, prior to the commencement of any work, provide Owner with valid Certificates of Insurance evidencing the insurance required by this section together with a copy of the required endorsements. Owner reserves the right to require a certified copy of such policies upon request.

## **ARTICLE 11 MISCELLANEOUS**

### **11.1 ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### **11.2 NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. All notices shall be effective upon the date of receipt. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF WASHINGTON:

Darren Lamb, AICP  
City Administrator  
405 Jefferson Street  
Washington, Mo 63090

FOR CONSULTANT:

Tim Eagan  
Eagan Building Group, LLC  
207 E. Fifth Street  
Washington, MO 63090

11.4 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.5 CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Owner Representative and Owner agree that venue for any legal action arising out of this Agreement shall lie in the Circuit Court of Franklin County, Missouri.

11.6 SEVERABILITY

Any provision or part of this Agreement held by a court of competent jurisdiction to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner Representative and Owner, who hereby agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part.

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

Executed by City this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Executed by Consultant this 31<sup>st</sup> day of May, 2023.

EAGAN BUILDING GROUP, LLC

CITY OF WASHINGTON, MO

By Tim Eagan \_\_\_\_\_ By \_\_\_\_\_

Print Name Tim Eagan \_\_\_\_\_ Print Name James D. Hagedorn

Title President \_\_\_\_\_ Title City of Washington Mayor

# **EXHIBIT A**

## **COMPENSATION/HOURLY RATES** **OWNERS REPRESENTATION SERVICES**

This agreement establishes an agreement amount as a Not to Exceed (NTE) of **\$ 41,650.00**.

In consideration of REPRESENTATIVE's services under this Agreement, OWNER agrees to pay REPRESENTATIVE on an hourly basis as further defined below for those services provided.

### **Hourly Rates**

**Primary Personnel: \$135**

#### **Notes:**

The above hourly rates may be increased as mutually agreed upon by both parties in the event the agreement duration is extended.



**Exhibit B (22 pages)**

## **PUBLIC NOTICE FOR REQUEST-FOR-QUALIFICATIONS**

The City of Washington hereby gives public notice that it is requesting qualification proposals from interested and qualified consultants for the following project:

**Owner's Representative**

**For**

**City of Washington Construction Improvements including City Hall, City Auditorium and New Fire Station**

The intent of this document is to solicit Statements of Qualifications from qualified construction management firms interested in providing services for various improvements to City facilities.

Copies of the Request-for-Qualifications (RFQ) are available from:

Department of Parks & Recreation  
405 Jefferson Street (lower level)  
Washington, MO 63090  
636-390-1080  
[wdunker@washmo.gov](mailto:wdunker@washmo.gov)

Qualifications must be received by the Office of the City Clerk, 405 Jefferson, Washington, Missouri 63090, Friday, January 20th, 2023 at 2:00 pm CST, after which time and date they will no longer be accepted.

CITY OF WASHINGTON

January 2023

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES as  
OWNERS REPRESENTATIVE  
WASHINGTON, MO MUNICIPAL FACILITY IMPROVEMENTS

INTENT

The purpose of this document is to solicit Statements of Qualifications (SOQ's) from qualified companies or firms or other legally structured entities (collectively referred to herein as "Company" or "Companies") interested in providing services for Construction Management as Owner's Representative ("OR") on municipal facilities improvements. The work is anticipated to include, but not be limited to, the information contained within this request for Qualifications. Statement of Qualifications submitted by companies will be given initial consideration for subsequent interviews leading to a selection, although the City reserves the right to reject all applications and to solicit additional SOQs if the City, in its sole discretion, deems it necessary or advisable.

Each completed Statement of Qualifications must be received in a sealed envelope by the City of Washington's City Clerk, Sherri Klekamp at 405 Jefferson St., Washington, MO 63090 no later than 2:00 p.m. central daylight time (CDT) on Friday, January 20<sup>th</sup>, 2023. Sealed proposal packets should be clearly marked OWNER'S REPRESENTATIVE – WASHINGTON, MO MUNICIPAL FACILITY IMPROVEMENTS.

The City may select a qualified Company to provide construction management services as the Owner's representative as generally described in this document. The City's intent is to use the selected Company through the design, bidding, construction, and closeout, potentially move in, and warranty phases of proposed facilities. It is also anticipated the OR shall provide the necessary support to aid the Owner, architect, contractor(s), and any other representatives associated with the project. The City anticipates selecting a single Company to accomplish the stated goals, but reserves the right to evaluate and choose teams if, in the City's sole discretion, it is deemed appropriate.

BACKGROUND

The City of Washington is anticipating various construction improvements including City Hall, City Auditorium and a new fire station in Washington MO. In April of 2018, Washington voters approved the renewal of the 1/2 cent capital improvement sales tax which consisted of a budget of

approximately \$5.9 million towards the above mentioned improvements. It is anticipated the improvement would be completed in phases over the next three years with design starting in 2023.

Projects include the following:

New Fire station	\$4,000,000
City Hall Improvements	\$ 150,000
City Auditorium roof insulation	\$
Renovation of Old Pool Building	\$
Fairground restroom and Arena lighting	\$
Parks Maintenance Shed Building remodel	\$
Public Works office remodel	\$ 70,000

#### SERVICES SOUGHT

The services requested below shall not be construed as an all-encompassing list of tasks that will be negotiated, and/or necessary to complete this project, instead they shall be used as a guideline as to what services the City currently anticipates are likely to be required:

#### **A. DESIGN AND PRE-CONSTRUCTION SERVICES**

1. Review the programming and studies to understand the requirements, and the scope of work to be completed within the project.
2. Provide a preliminary evaluation of the City's program, schedule and construction budget requirements.
3. Solicit proposals for Design/Build Teams
4. Work closely with the A/E Company(s) and Construction Company in all aspects of the project (herein after shall be referred to as the Design Build team as designated by the City)
5. Actively assist Owner in resolving disputes regarding the work, material, labor, contractors (including generals and Multiple Primes), sub-contractors, and all other parties related to the construction of the project. Settle such disputes for Owner if, and to the extent, authorized by Owner on a dispute basis throughout the construction and warranty period.
6. Prepare and submit a written Construction Management Plan to the City that shall include, but not limited to, the following: preliminary evaluation of the program, project schedule, assist the City to determine the most efficient and effective project delivery method utilizing a single Design/Build Team.
7. Establish, prepare, revise, and monitor a progress schedule.

8. Attend all meetings deemed necessary for the City planning and approval process. Multiple presentations to the Committee and City Council may be included in the work to complete this task. Assist with the acquisition of all permitting and approvals.
9. Work with and obtain approvals by the necessary public agencies, governing utilities and approval authorities for all aspects of facility design and construction.
10. Participate in multiple project design reviews and review meetings with the City and the A/E Consultant.
11. Oversee and actively participate in a CMA role with the Design/Build Team in the development.
12. Oversee the Design/Build Team with any and all re-designs of the facility as needed.
13. Work closely with the Design/Build Team to acquire, circulate, review, and approve all design and construction documents prior to construction.
14. Provide recommendations through the project related to any Value Engineering Analysis including cost comparison estimates throughout the project. Provide input and recommendations regarding potentially approved as equal material, equipment, systems, alternatives methods, etc. for multiple design aspects.
15. Coordinate and oversee all project construction related activities, long lead items and procured items.
16. Provide input into site planning, sequencing, on-site storage, and staging.
17. Project planning for LEED implementation if the City so decides.
18. Assist in the development of all bid documents and standard forms of agreements between the General or Multiple Prime contractor(s) and City.
19. Develop and promote interest in the Project by contractors and sub-contractors.
20. Attend all meetings necessary and present to the Committee and City Council: educational/informational presentations for the project regarding project progress reports, change orders, conflicts, resolutions to conflicts, scheduling changes, and all other items related to the project as deemed necessary by the City, in its sole discretion.

**B. CONSTRUCTION SERVICES**

The CMA shall provide full construction management services during all construction phases, including but not limited to the following:

1. Manage the complete construction of the project throughout project closeout and the warranty period. The construction manager shall not be allowed to self-perform any category of work.



2. Coordinate and direct work of sub-contractors in lieu of, or in conjunction with the Design/Build Team. Provide onsite and offsite administration to help coordinate all construction activities. Provide an OR staffing plan for personnel to be onsite as needed.
3. Observe, inspect, and verify that all materials and work conform to the construction documents, standard construction means and methods, applicable codes, ordinances, regulations, and laws.
4. Maintain competent supervisory staff to coordinate and provide direction of the work and progress of the contractors on the project.
5. Work closely with City regulatory departments for the proper permitting and inspections needed.
6. Establish and maintain Quality Control and Quality Assurance standards.
7. Establish, monitor, and regular updating of a computerized construction scheduling system.
8. Conduct meetings with the Owner and Design Build Team to review construction progress, scheduling, problems, etc. on a bi-weekly schedule at a minimum.
9. Actively assist Owner in resolving disputes regarding the work, material, labor, contractors (including generals and Multiple Primes), sub-contractors, and all other parties related to the construction of the project. Settle such disputes for Owner if, and to the extent, authorized by Owner on a dispute basis throughout the construction and warranty period.
10. Maintain the project budget. Establish and maintain a cost control system and conduct meetings to review costs at a minimum on a bi-weekly basis.
11. Track overall project costs, including design, all contingencies, and maintaining detailed construction cost records. Submit reports to the City on a monthly basis at minimum.
12. Review and provide justification of all requests for changes, challenging the cost of the contractors as necessary, provide comparison estimates on all change order and associated costs, make recommendations to the City, and present all change orders to the City Council.
13. Review, validate, and process for payment all pay request applications by contractors and material suppliers in accordance with the terms of the contract. Acquire, review, and approve the certified payroll. Provide a detailed schedule of values to accompany all pay requests.
14. Maintain job site records and submit appropriate progress reports periodically as requested by the City.
15. Implement and enforce all labor policies in conformance with federal, state and local requirements.

16. Review and monitor the safety and equal opportunity programs of each contractor for conformance with federal, state and local requirements.
17. Acquire, log, track, review, distribute, and process shop drawings, material submittals, RFI's, and all other submittals.
18. Provide all record keeping and reporting as may be required by, various agencies, approval authorities, and the City.
19. Attend and present to the City Council project progress reports, change orders, conflicts, resolutions to conflicts, scheduling changes, and all other items related to the project as deemed necessary by the City.
20. Be responsible for keeping at least one copy of all plans, addendum, RFI's, shop drawings, change orders, as-builts, SDS sheets, SWPPP and erosion control documentation, agreements and all other items related to the project onsite at all times.
21. Provide the services to manage the project closeout including but not limited to, preparation of all walk through evaluations, punch list items and the coordination of work to remedy all punch list items.
22. Prepare and maintain a daily log of what has transpired on the projects including, but not limited to, all work completed, the date, the time, the weather conditions, contractor and sub-contractor labor, equipment used, and any issues or change order items that are presented or approved.
23. Upon the projects being completed and closeout, the OR shall submit to the City a full digital copy of all project files that were maintained by the OR Company and all contractors in their native formats.

#### CONTENT OF PROPOSAL

1. Submit ten (10) bound copies of the submittal, of no more than 5 pages in length on 8 1/2" x 11" sheets of paper and a pdf copy with the following information:
  - a. Company information including: name, address, telephone number and e-mail address of your Company; type of business organization, years in business, and primary project contact. Include a list of all sub-consultants and all information for each as shown above.
  - b. A brief description of the Company and its history, also including relevant qualifications, certifications, and special expertise that can be applied to this project. The same information shall be submitted for all additional sub-consultants used for the project.
  - c. Project experience in working with private/governmental entities over the last 5 years with respect to design/build projects completed by the Company and proposed staff. Project list should identify and detail the following: project name, owner, location, total design cost, total construction cost, initial design schedule and initial

construction schedules, actual design time and actual construction time needed, justifications for underruns and overruns of the schedules and construction, and abbreviated scope of services performed on the project by the Company. Schedules can be shown in total number of months.

- d. Include information that shows and defines each time the Company provided a scope of services as an OR to an Owner working through either a Design/Build Team, General Contractor or Multiple Prime Contractors project delivery methods, or both within the last 5 years. Provide or explain the scope of services for each project.
  - e. List all lawsuits in which the Company has been engaged and each currently pending against the Company. If none, state that fact also. Provide a minimum of five client references corresponding to the projects. Provide client's name, address, contact person, and contact's phone number.
  - f. Provide names and roles of the key personnel to be involved on the project. For each, provide resumes indicating special expertise, specific certifications, building inspection certifications, and relevant experience related to projects of this nature. This shall also include all members of other Companies that shall be used on the project as a sub-consultant, if any. (The resumes shall not be counted towards the total page count)
  - g. OR personnel capacity to be utilized on this project including names and job titles, and capability to dedicate personnel to the City's project throughout the duration of the project. Show the current 2023 workloads and personnel dedicated to each, along with projected workload for 2024 through 2025 if possible.
  - h. Describe your project approach in detail, including the procedures and methods your Company will use to provide the necessary services as described within this request for qualifications. This information should clearly identify your understanding of the scope of work. Explain cost estimating processes and how you ensure the project costs stay within budget. Explain approach for keeping a project on schedule. This shall also include a discussion of any methods, technology, or programs anticipated to be used by the Company that could be shared with the City and its representatives to ensure seamless communication and processes from design through the construction and closeout phases.
  - i. Provide a review and any recommendations that can be given in regards to the preliminary schedule of the project. This shall be based upon the Company's historical data for facilities of this nature or complexity. The City understands that there are many variables to schedules that may differ between each project. That said, the Company has the responsibility to provide their best and most accurate detailed projected schedule that is realistic and attainable. This will be based upon the company's personnel, capacity, and availability of staff and resources at this time and as projected through 2025.
  - j. Explain approach for keeping a project on schedule
  - k. Indicate the levels of professional liability and general liability insurance coverage carried by the Company
2. Each applicant shall furnish the Owner one (1) electronic copy of the submittal in Adobe PDF format, on a flash/thumb drive.
  3. **Do Not** include an actual cost proposal within the statement of qualifications submittal.

## **EVALUATION CRITERIA**

The criteria which will be considered in the evaluation of the Statements of Qualifications shall include, but not necessarily be limited to:

- a. Specified project personnel, and company, experience and technical competence and capabilities related to providing the services for Construction Management as Agent, and construction of a facility of this nature or complexity under a design/build format. (30%)
- b. Project Approach and completeness of the requested information. (20%)
- c. The provided preliminary schedule will be reviewed and evaluated for practicality, completeness, duration, and detail. The Company is allowed to present information that can justify how a project can be expedited to meet short deadlines. (10%)
- d. Past record of performance on similar projects, with details based upon the following: projected schedules for completion, and preliminary estimates versus actual construction completion and final project costs. Also, quality of service and proof the Company met schedules and budget, and reference checks. (10%)
- e. Availability and Capacity of the Company during the proposed project timeline and the capability of the Company to dedicate the appropriate number of experienced personnel to the project. (20%)
- f. Quality of information based on completeness, relevance, conciseness and organization of materials. (10%)

## SELECTION PROCESS

The initial phase will include distribution of the written Statements of Qualifications that conform to the requirement of this Request for Qualifications to members of the Aquatics Committee. The committee will review the Statements of Qualifications and rank them based on the criteria set forth herein and form a recommendation. The City may grant interviews to certain Companies if deemed necessary or advisable, in the City's sole discretion, during this phase. The statement of qualifications will be used to pre-qualify OR Companies to receive a Request for Proposals for the scope listed within this RFQ. The City reserves the right to add, modify, or remove scope as deemed necessary or advisable, in the City's sole discretion, but this document gives a general understanding of the services the City is requesting. The Owner is under no obligation to grant interviews. The City reserves the right to either reject any or all of the submittals and not to enter into an agreement with any of the applicants and reserves the right to initiate a new process if the selection committee so recommends or the City, in its sole discretion, determines that would be most advantageous to the City.

The City intends to promptly negotiate a contract with that CMA determined to be most qualified and providing the most advantageous services to the City.

The timeline for the selection process is:

- a. Request for Qualifications sent out on December 12<sup>th</sup>, 2022.

- b. Sealed CMA submittals are due no later than 2:00 p.m. Central Daylight Time. prevailing central time on January 20<sup>th</sup>, 2023.
- c. A committee will review to include review of statements and interviews if necessary.
- d. Request for City Council approval is tentatively scheduled to occur on February 6<sup>th</sup>, 2023.

Any questions shall be submitted only to:

**Director of Parks & Recreation**

**Attn: Wayne Dunker**

**405 Jefferson Street**

**Washington, MO 63090**

**[wdunker@washmo.gov](mailto:wdunker@washmo.gov)**

All questions and their corresponding responses will be provided to all conforming applicants in



May 30, 2023

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

RE: Franklin County Transportation Grant  
Third Street Overlay and Improvements Project

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

This resolution will provide City Council support and allow staff to pursue funding to offset the cost of the Third Street Overlay and Improvements Project. This money is available through a grant program that sets aside a percentage of sales tax generated in Franklin County. It is a competitive process with all the other municipalities and road districts in the County.

**Cost of the project:**

Applying for this project will not cost the City any money. The City is applying for \$100,000.00 in funding to be utilized for the Third Street Overlay and Improvements Project.

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

Respectfully,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, PE  
Interim City Engineer

RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE FRANKLIN COUNTY TRANSPORTATION COMMITTEE FOR THE THIRD STREET OVERLAY AND IMPROVEMENTS PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, all sidewalks will be replaced, stormwater upgraded, and pavement resurfaced on Third Street from Jefferson Street to Highway 47; and

WHEREAS, Third Street is a vital component for the City's transportation system; and

WHEREAS, the Third Street Overlay and Improvements Project has received STP funding of \$734,392; and

WHEREAS, additional grant money for such project is available through the Franklin County Transportation Committee.

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

SECTION 1: That the City Engineer is hereby authorized and directed to execute and submit a Franklin County Transportation Committee Grant Application on behalf of the City of Washington, Missouri.

SECTION 2: That the City of Washington shall request that \$100,000 of Franklin County Transportation Committee Grant money be obligated toward the cost of this project.



SECTION 3: That this Resolution shall be in full force and effect from and after the date of its adoption.

(Seal)

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri



June 5, 2023

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

RE: Bid Recommendation - Blecavator

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and the analyze equipment to determine current need. As such, the Parks and Recreation Department identified the need to purchase a Blecavator in the FY2022-2023 budget. Staff solicited bids and received (3) three bids. It was determined that Redexim North America would give the City the best pricing.

The three bids received were:

Redexim North America	\$19,404.24
Everglades Equipment	\$21,319.45
Tri State Pump Control	\$25,002.00

The Blecavator pulverizes turf and soil while burying stones and debris. It levels, racks and rolls all in one pass. This piece of equipment would be used in any area we sow grass seed (athletic fields, fairgrounds etc.) and would eliminate several maintenance processes. Those processes include spraying herbicide on the turf, waiting for it to die (over several days), removing the dead turf and adding topsoil.

**Accordingly, staff recommends that Council consider Redexim North America's bid in the amount of \$19,404.24 for the purchase of a Blecavator. This amount is under the budgeted amount of \$20,130.00, which was approved in the FY2022-2023 Parks and Recreation budget.**

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 ACCEPTING THE QUOTE FROM  
REDEXIM NORTH AMERICA, INC. FOR THE  
PURCHASE OF A BLECAVATOR

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

SECTION 1: The Mayor is authorized and directed to accept the Quote from Redexim Turf Products in an amount totaling Nineteen Thousand Three Hundred Four Dollars and Twenty-Four Cents (\$19,404.24) for the purchase of a Blecavator. A copy of said quote 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



# QUOTATION

Quote Number: 902662  
 Quote Date: Mar 1, 2023  
 Page: 1

427 N OUTER RD WEST  
 VALLEY PARK, MO 63088-2031  
 US

<b>Quoted To:</b>
CITY OF WASHINGTON (MO) 405 JEFFERSON STREET WASHINGTON, MO 63090 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WASHINGTON	3/31/23	Net 30 Days	JOHN SOETAERT

Quantity	Item	Description	Unit Price	Amount
1.00	152.180.002	BLECAVATOR 180	19,304.24	19,304.24

Voice: 636-825-8300  
 Fax: 636-825-8302

Subtotal	19,304.24
Sales Tax	
Freight	100.00
<b>TOTAL</b>	<b>19,404.24</b>

3Ca

# BLECAVATOR

## BLECavator (Compact)



- Buries stones, debris and overgrowth
- Adjustable screening tines 14-56mm spacing
- Levels, rakes and rolls in one pass
- Pulverises clods into a fine tilth
- Packer roll leaves a firm surface
- Optional quick fit attachment Seed Hopper
- Designed for tractors 35-90hp
- Adjustable packer roller to eliminate ridges

The BLECavator compact series has been re-designed to work more efficiently. The well proven standard BLECavator is a one pass ground preparation tool, cultivating and digging down to between 10-18cm lifting and screening the stones and debris down to between 14-50mm through the adjustable screening tines - burying the stones and debris, raking the ground level and compacting the soil with the rear packer roller.



Model	145	180	210
Model Number	152.145.000	152.180.002	152.210.002
Tractor hp req	35-65	60-90	60-90
Working width cm (in)	150cm (59")	180cm (71")	210cm (83")
Working depth		100 - 180mm (4 - 7")	
Number of Disks	9	11	13
No of blades	54	66	78
Rear roll		Packer type roller with scraper	
Weight kg (lb)	652kg (1437lb)	770kg (1698lb)	838kg (1847lb)
Weight kg (with optional seed hopper)	688kg (1517lb)	800kg (1764lb)	877kg (1933lb)
Dimensions WxLxH cm (in)	190 x 150 x 110 (75 x 59 x 43")	220 x 150 x 110 (87 x 59 x 43")	250 x 150 x 110 (98 x 59 x 43")
<b>Options</b>			
Hydraulic top link		298.000.000	
Seed Hopper	252.145.000	252.180.004	252.210.000



June 5, 2023

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

RE: Skate Park Feature Additions

Honorable Mayor and City Council,

The renovation of the Skate Park at Optimist Park is included in the current Capital Sales Tax Improvement Plan as a funded project. The total budgeted amount for the skate park renovation is \$150,000. Phase II includes installation of a new skate park features (in addition to the Hardie Board siding & soffit currently being installed). The budget for new skate park features is \$20,000. It was determined that American Ramp Company would give the City the best pricing via the Sourcewell cooperative purchasing agreement. The Parks and Recreation Commission recommended these features at the May 10 Commission meeting.

Find in this packet an ordinance for your consideration that would enter the City into a contract with American Ramp Company to provide seven new skate park features for \$19,523.56.

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 ACCEPTING THE QUOTE FROM  
AMERICAN RAMP COMPANY FOR THE PURCHASE  
OF SKATE PARK FEATURES AT OPTIMIST PARK

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 Quote from American Ramp Company in an amount totaling Nineteen Thousand Five Hundred Twenty-Three Dollars and Fifty-Six Cents (\$19,523.56) for the purchase of skate park features at Optimist Park. A copy of said quote 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

601 S. McKinley Ave  
 Joplin, MO 64801  
 Toll-free: 800-RAMP-778  
 Local: 417-206-6816  
 Fax: 417-206-6888  
 sales@americanrampcompany.com



Quote #	Design #	Customer	Date	Designer
Q27806.2	8178	Washington City	05-04-23	Chuck Dodge

**Feature List and Price Quote**

Item	Obstacle	Height	Width	Length
1	Grind Rail (Square)	1'	3"	12'
2	Grind Rail, Kinked (Round)	9"-16"	2"	20'
3	Sofa	2'	4'	8'
4	Dozer	2'	3'	16'
5	Grind Rail (Square)	1'	3"	8'
6	Grindbox	0.5'	4'	12'
7	Old Skool Rail	1.7'	0.2'	8.75'

**Sourcewell Price Quote**

Features		Included
Shipping/Handling		Included
Installation		Included
TOTAL		\$20,993.07
Sourcewell Discount		\$(1,469.51)
GRAND TOTAL		\$19,523.56

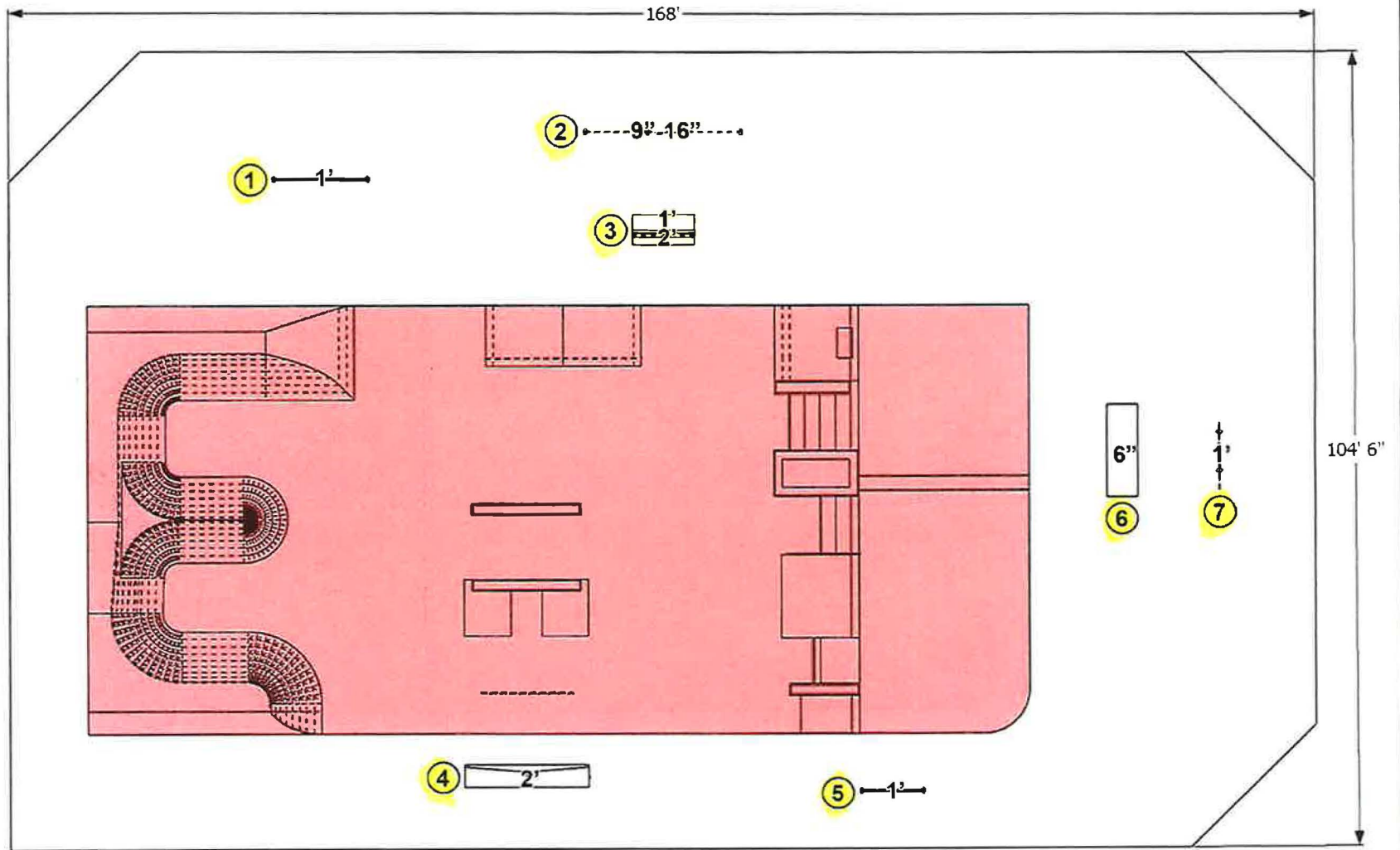
- Notes**
- This quote includes Equipment and Shipping and Installation
  - All pricing compliant with ARC's Sourcewell Contract (#112420-ARC)
  - This quote does not include sales tax. If applicable, call for revised quote
  - Quote is good for 30 days.
  - Payment terms are 50 percent upon order and remaining 50 percent upon feature delivery

Name

Signature

Date





AMERICANRAMPCOMPANY.COM



8178 - MO, WASHINGTON

306



June 5, 2023

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

RE: Bid Recommendation – Workman UTX (commercial utility vehicle)

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and the analyze equipment to determine current need. As such, the Parks and Recreation Department identified the need to replace our 1999 Kawasaki UTV in the FY2022-2023 budget. It was determined that MTI Distributing would give the City the best pricing via the Omnia cooperative purchasing agreement.

The Workman UTX is a commercial grade gas 4X4 utility vehicle made to work in multiple environments. It is road ready with standard LED Headlights, turn signals, brake lights and built to handle snow and ice. The UTX boasts the highest payload in its class. The snowplow package is included in the price below.

**Accordingly, staff recommends that Council consider MTI Distributing's bid in the amount of \$37,680.74 for the purchase of a Workman UTX. This amount is under the budgeted amount of \$39,000.00, which was approved in the FY2022-2023 Parks and Recreation budget.**

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 ACCEPTING THE QUOTE FROM  
MTI DISTRIBUTING FOR THE PURCHASE OF A  
WORKMAN UTX

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

SECTION 1: The Mayor is hereby authorized to directed to accept the Quote from MTI Distributing in an amount totaling Thirty-Seven Thousand Six Hundred Eighty Dollars and Seventy-Four Cents (\$37,680.74) for the purchase of a Workman UTX. A copy of said quote 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



MTI Distributing  
Equipment Quote  
May 31, 2023



City of Washington  
Chad Owens

Quote Expiration Date: 6/30/2023

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	08100	Toro Workman UTX Gas	\$21,389.07	\$21,389.07
1	08110	Canopy, Polyethylene	\$464.07	\$464.07
1	08114	Front Full Doors, Polycarbonate	\$2,975.07	\$2,975.07
1	08112	Glass Windshield, Wiper And Washer	\$1,487.07	\$1,487.07
1	08116	Rear Window, Polycarbonate	\$464.07	\$464.07
1	08122	Heat and A/C (Gas)	\$2,417.07	\$2,417.07
1	08131	Work Lights	\$417.57	\$417.57
1	08132	Beacon Light	\$232.50	\$232.50
1	08134	Electric Bed Lift	\$743.07	\$743.07
1	08136	Supervisor Key	\$36.27	\$36.27
1	131-8550	12V Power Point Kit	\$56.73	\$56.73
1	08130	Overhead Console and Harness	\$464.07	\$464.07
1	08140	Side Mirrors (Left And Right)	\$203.67	\$203.67
1	08141	Rear View Mirror	\$120.90	\$120.90
1	08143	Underseat Storage	\$166.47	\$166.47
1	08144	27 Inch Agressive Tire With Alloy wheel	\$1,208.07	\$1,208.07
Omnia Member #5094480 Omnia contract 2017025				
			Subtotal	\$32,845.74
			9.738% Sales Tax	exempt
			<b>Total</b>	<b>\$32,845.74</b>

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel  
Commercial Sales Manager  
314-750-7347

Scott Esterby  
Inside Sales Representative  
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:



MTI Distributing  
Equipment Quote  
February 23, 2023



City of Washington  
Chad Owens

Quote Expiration Date: 3/25/2023

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	MSC12480	Vblade	\$1,284.00	\$1,284.00
1	MSC12060	Plow Box	\$2,732.00	\$2,732.00
1	MSC09601	Vblade Controller	\$271.00	\$271.00
1	LTA14715	Undercarriage And Wiring	\$548.00	\$548.00
			<b>Subtotal</b>	<b>\$4,835.00</b>
			9.738% Sales Tax	exempt
			<b>Total</b>	<b>\$4,835.00</b>

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

**Eric Bickel**  
Commercial Sales Manager  
314-750-7347

**Mandi Prinsen**  
Inside Sales Representative  
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:



May 18, 2023

RE: Recommendation – Purchase Caterpillar 953 Track Loader

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 \$390,000 for this year to replace our 2015 Cat 953D, which has over 15,000 hours on it. This equipment is operated 6 days a week, 11 hours a day at our landfill. The new loader is over budget now; however, it will not arrive until next budget year ('23-'24). We will roll over the current amount and increase the budget amount in the new budget year, to make up the difference. It has a 60 month 10,000 hour warranty (we average 2000 hours per year on this equipment).

The bid is a state bid from the 2023 Sourcewell Contract #032119-Cat Program Support 2023; with the Extended Protection Plan: 953-60 MO/10000 HR PREMIER (Tier 4), in the amount of \$418,935.24.

I recommend that the City of Washington contract with Fabick Cat for the purchase of the Cat 953 in the amount of, \$418,935.24.

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

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING  
THE CITY OF WASHINGTON, MISSOURI TO ENTER  
INTO A SALES CONTACT WITH FABICK CAT FOR  
THE PURCHASE OF A CATERPILLAR 953 TRACK  
LOADER WITH EXTENDED PROTECTION PLAN

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

SECTION 1: The Mayor is hereby authorized to execute a Sales Contract with Fabick Cat, 1 Fabick Drive, Fenton, Missouri in an amount totaling Four Hundred Eighteen Thousand, Nine Hundred Thirty-Five Dollars and Twenty-Four Cents (\$418,935.24) for the purchase of a Caterpillar 953 Track Loader with Extended Protection Plan. 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 its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri

3Da



**Exhibit A**

**SALES CONTRACT**

This Sales Contract made and entered into this 5th day of June, 2023, by and between Fabick Cat, 1 Fabick Drive, Fenton, Missouri 63026, 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 (1) Caterpillar 953 Track Loader with Extended Protection Plan.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one (1) Caterpillar 953 Track Loader with Extended Protection Plan for payment in the total sum of Four Hundred Eighteen Thousand Nine Hundred Thirty-Five Dollars and Twenty-Four Cents (\$418,935.24).

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, Missouri executes this contract the day and year first written.

SELLER:

CITY:

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

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

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



May 31, 2023

RE: Recommendation – Establish a Yard Waste Dumping Fee Schedule for Commercial & Private Developers/Contractors Working Within the City Limits of Washington

Honorable Mayor and City Council,

On May 9<sup>th</sup> we held a Recycle Center and Landfill rate increase meeting. The Committee proposes the attached fees to be included in City Code, as currently we do not have a code section to set these fees. This would establish a fee schedule for Commercial & Private Developers/Contractors, working within the City Limits of Washington to dispose of leaves, grass clippings, yard/garden vegetation, logs no longer than sixteen feet (16') in length and twenty-four inches (24") in diameter, tree stumps clean of dirt, soil, and debris, and Christmas trees. The term does not include roots or shrubs with intact root balls.

**City of Washington residents would be permitted to deposit Yard Waste at the City Recycling Center without a fee charge.**

All commercial or industrial users depositing Yard Waste at the City Recycling Center shall pay the following fees:

Pick-up Truck Load	\$40.00 per load
Trailer (up to 12')	\$70.00 per load
Trailer (over 12')	\$90.00 per load
Roll-Off Containers	\$100.00 per load
Chip Trucks	\$40.00 per load
Tandem Axle Dump Trucks	\$120.00 per load
Single Axle Dump Trucks	\$70.00 per load

The City reserves the right to refuse the deposit of any Yard Waste at any time.

Non-Acceptable Items: Lumber, Construction Debris, Landscaping Debris, Plastic Bags, Trash, Rail Ties, Utility Poles, Pallets, and Brush mixed with wire.

**Current Rates for Commercial haulers depositing Yard Waste are charged a fee of \$2.00 per cubic yard.**

- ½ & ¾ Ton Truck: \$4.00 per load
- 1-Ton Truck and Trailers up to 16': \$8.00 per load
- Single Dump Trucks & 18' to 20' Trailers: \$10.00 per load
- 25' Trailers: \$12.00 per load
- Tandem Trucks: \$16.00 per load

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

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

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

AN ORDINANCE ENACTING SECTIONS 221.010 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 221.010 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

As used herein, the term Yard Waste shall mean leaves, grass clippings, yard and garden vegetation, logs no longer than sixteen feet (16') in length and twenty-four inches (24") in diameter, tree stumps clean of dirt, soil, and debris, and Christmas trees. The term does not include roots or shrubs with intact root balls.

SECTION 2: Section 221.020 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

City of Washington residents, shall be permitted to deposit Yard Waste at the City Recycling Center, without charge.

SECTION 3: Section 221.030 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

All commercial or industrial users depositing Yard Waste at the City Recycling Center shall pay the following fees:

Pick-up Truck Load	\$40.00 per load
Trailer (up to 12')	\$70.00 per load
Trailer (over 12')	\$90.00 per load
Roll-Off Containers	\$100.00 per load
Chip Trucks	\$40.00 per load
Tandem Axle Dump Trucks	\$120.00 per load
Single Axle Dump Trucks	\$70.00 per load

SECTION 4: Section 221.040 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

The City reserves the right to refuse the deposit of any Yard Waste at any time.

SECTION 5: Section 221.050 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

Items that will not be accepted at the City Recycling Center are the following:

- A. Lumber;
- B. Construction debris;
- C. Landscaping debris;
- D. Plastic Bags;
- E. Trash;
- F. Rail Ties;
- G. Utility Poles;
- H. Pallets;
- I. Brush mixed with wire.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: 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



June 5, 2023

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

RE: Code Amendment to Section 700.020 - Water Service Pipe

Honorable Mayor and City Council:

The Water Department is responsible for locating all city services for underground work. In the current code section from the city main to the city owned curb stop, high density PVC pipe was being allowed if tracer wire was installed and brought up to grade. This has not been the case and we cannot locate the service from the main to the curb stop. This change will give the department the ability to locate the service, as it will be copper instead of PVC.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kevin Quaethem".

Kevin Quaethem  
Public Works Superintendent

Section 700.020 **Water Service Pipe.**

**[R.O. 1992 § 700.020; Ord. No. 6702 § 1, 6-19-1989; Ord. No. 7230, 6-15-1992; Ord. No. 13-11217 § 1, 11-18-2013; Ord. No. 20-13062, 2-18-2020; Ord. No. 21-13265, 3-1-2021; Ord. No. 21-13278, 3-15-2021]**

No person shall install any water service pipe connecting with the water mains of the City at any points in the streets of the City from such water mains to the building served, unless such water service pipe is made or constructed in genuine Type K copper ~~or high-density PVC pipe~~ of one (1) continuous length or piece of copper/~~high-density PVC pipe~~ without intermediate couplings, from the tap in the water main to the shutoff box. The water service from the shutoff box to the water meter shall be constructed of a continuous piece of genuine Type K copper or high-density PVC pipe. The curb valve is to be located directly across from the tap in the water main and at right angles to the City water main at the place of the tap. In the event of damage to the water service pipe due to cutting, stretching, or weakening in any manner, the same shall be replaced by a new genuine K copper ~~or high-density PVC pipe~~ in like manner of one (1) continuous piece from the tap to the shutoff box and by new Type K copper or high-density PVC pipe from the shutoff box to the water meter, unless otherwise authorized by the Water Department. All joints and connections for K copper or high-density PVC service lines shall be compression-type only. No galvanized fittings are permitted at any point in the service line. At no time will solder joints be permitted on any underground service line. All high-density PVC pipe must contain tracing wire for the entire length of the pipe, and the tracing wire must be brought up to ground level of the curb box top. All high-density PVC pipe connections must have reinforcement tubes inserted into the pipe at the connection. The curb valve shall be Mueller inverted Minneapolis pattern or its equal. The curb box shall be Mueller Minneapolis pattern with top section one and one-fourth (1 1/4) inches in diameter, or its equal. All pipes shall be laid to a depth of not less than three (3) feet under the ground measured from the established grade of the street or alley. All service pipe shall be not less than three-fourths (3/4) inch at the time of installation. All service lines shall also have installed an approved valve on the inlet side of the meter at the immediate entry into the building or meter pit. Upon completion of installation of service lines, the City shall retain ownership of the service line from the main to the curb valve, including the curb valve, at the customer's property line, and the customer shall retain ownership of the service line from the curb valve to the meter.

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

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

AN ORDINANCE AMENDING SECTION 700.020 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 700.020 of the Code of the City of Washington, Missouri is hereby amended by adding thereto the following:

Section 700.020 Water Service Pipe.

No person shall install any water service pipe connecting with the water mains of the City at any points in the streets of the City from such water mains to the building served, unless such water service pipe is made or constructed in genuine Type K copper of one (1) continuous length or piece of copper pipe without intermediate couplings, from the tap in the water main to the shutoff box. The water service from the shutoff box to the water meter shall be constructed of a continuous piece of genuine Type K copper or high-density PVC pipe. The curb valve is to be located directly across from the tap in the water main and at right angles to the City water main at the place of the tap. In the event of damage to the water service pipe due to cutting, stretching, or weakening in any manner, the same shall be replaced by a new genuine K copper pipe in like manner of one (1) continuous piece from the tap to the shutoff box and by new Type K copper or high-density PVC pipe from the shutoff box to the water meter, unless otherwise authorized by the Water Department. All joints and connections for K copper or high-density PVC service lines shall be compression-type only. No galvanized fittings are permitted at any point in the service line. At no time will solder joints be permitted on any underground

service line. All high-density PVC pipe must contain tracing wire for the entire length of the pipe, and the tracing wire must be brought up to ground level of the curb box top. All high-density PVC pipe connections must have reinforcement tubes inserted into the pipe at the connection. The curb valve shall be Mueller inverted Minneapolis pattern or its equal. The curb box shall be Mueller Minneapolis pattern with top section one and one-fourth (1 1/4) inches in diameter, or its equal. All pipes shall be laid to a depth of not less than three (3) feet under the ground measured from the established grade of the street or alley. All service pipe shall be not less than three-fourths (3/4) inch at the time of installation. All service lines shall also have installed an approved valve on the inlet side of the meter at the immediate entry into the building or meter pit. Upon completion of installation of service lines, the City shall retain ownership of the service line from the main to the curb valve, including the curb valve, at the customer's property line, and the customer shall retain ownership of the service line from the curb valve to the meter.

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





June 5, 2023

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

RE: Code Amendment to Section 700.140 and Adding Two New Sections 700.141 and 700.142 -  
Backflow Prevention

Honorable Mayor and City Council:

The Water Department is responsible for maintaining an accurate record of all backflow devices within the City. This has become a challenge as our current code has no enforcement. The added sections will give us the ability to ensure the accuracy of the required record.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem".

Kevin Quaethem  
Public Works Superintendent

Section 700.140 **Backflow Prevention.**  
**[R.O. 1992 § 700.140; Ord. No. 6702 § 1, 6-19-1989]**

A. Because of the nature of their operation and chance that a backflow could accidentally occur, the following types of facilities shall be required to install an approved backflow device in their water service line.

Type Of Facility	Required*	Type Of Backflow Device
Beverage bottling plants		AG, or RPD, or DCA
Packing houses		AG, or RPD
Cold storage plants		AG, or RPD
Dairies		AG, or RPD, or DCA
Film laboratories		AG, or RPD
Hospital, medical buildings, sanitariums, morgues, autopsy facilities		AG, or RPD
Nursing or convalescent homes and clinics		DCA
Irrigation system separate from domestic system		AG, RPD
Lawn sprinkling system adjunct to domestic system		DCA
Sewage treatment plant		AG, or RPD
Laundries		RPD
Car washes		RPD
Water loading stations		AG, or DCA
Industries using toxic substances		RPD
Stockyards		RPD

Any other facility, which, in the judgement of the Board of Public Works, has the potential for danger to public health from backflow.

\*AG refers to air-gap; RPD refers to reduced pressure backflow device; DCA refers to double-check valve assembly.

B. Backflow prevention devices shall be approved by the Public Works Superintendent before installation by the customer and shall have been acceptable to the Board of Public Works. Installation shall be inspected and approved by the Water Department.

- C. The customer shall be responsible to maintain all backflow prevention devices in good working order and to make no piping or other arrangements for bypassing the devices.
- D. Periodic testing and inspection schedules shall be established by the Board of Public Works for all backflow prevention devices. Defined information concerning installation, inspection, and testing, of said devices, in accordance with current Missouri Department of Natural Resources regulations, shall be on file at the office of the Superintendent of the Board of Public Works.
- E. It is further suggested for the safety of any occupants or employees within any building that additional backflow devices may be installed.

**Section 700.141 Inspection and Maintenance.**

- A. It shall be the duty of the consumer at any premises on which backflow prevention devices required by this Article are installed to have inspections, tests and overhauls made in accordance with the following schedule or more often where inspections indicate a need.
  - 1. Air-gap separations shall be inspected at the time of installation and at least every twelve (12) months thereafter.
  - 2. Double-check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.
  - 3. Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.
- B. Inspections, tests and overhauls of backflow prevention devices shall be made at the expense of the water consumer and shall be performed by a Missouri certified backflow prevention device tester.
- C. Whenever backflow prevention devices required by this Article are found to be defective, they shall be repaired or replaced at the expense of the consumer within fifteen (15) calendar days.
- D. The water consumer shall maintain a complete record of each backflow prevention device from purchase to retirement. This shall include a comprehensive listing that includes a record of all tests, inspections and repairs. Records of inspections, tests, repairs and overhauls shall be forwarded to the Public Works Superintendent as directed by the Public Works Superintendent.
- E. Backflow prevention devices shall not be by-passed, made inoperative, removed or otherwise made ineffective without specific authorization by the Public Works Superintendent.
- F. The certified backflow prevention tester, hired by the customer, shall submit test report(s) for each device annually to the office of the Public Works Superintendent. The customer will be deemed in violation if the certified test report is not received by the water provider within sixty (60) days of the annual inspection date and shall be assessed a thirty dollar (\$30.00) late fee.

**Section 700.142 Discontinuing Service For Violations.**

- A. The Public Works Superintendent shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by this Article is not installed, tested and maintained in a manner acceptable to the Public Works Superintendent or if it is found that the backflow prevention device has been removed or by-passed or if an unprotected cross-connection exists on the premises. If, in the opinion of the Public Works

Superintendent, a serious, immediate threat to public health is posed, then service shall be discontinued without notice.

- B. Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with this Article to the satisfaction of the Public Works Superintendent.

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

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

AN ORDINANCE AMENDING SECTION 700.140 OF THE  
CODE OF THE CITY OF WASHINGTON, MISSOURI AND  
ADDING THERETO TWO NEW SECTIONS 700.141 AND  
700.142

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

SECTION 1: Section 700.140 of the Code of the City of Washington, Missouri is  
hereby amended to read as follows:

A. Because of the nature of their operation and chance that a backflow could  
accidentally occur, the following types of facilities shall be required to install an  
approved backflow device in their water service line.

Type Of Facility	Type Of Backflow Device Required*
Beverage bottling plants	AG, or RPD, or DCA
Packing houses	AG, or RPD
Cold storage plants	AG, or RPD
Dairies	AG, or RPD, or DCA
Film laboratories	AG, or RPD
Hospital, medical buildings, sanitariums, morgues, autopsy facilities	AG, or RPD
Nursing or convalescent homes and clinics	DCA
Irrigation system separate from domestic system	AG, RPD
Lawn sprinkling system adjunct to domestic system	DCA
Sewage treatment plant	AG, or RPD
Laundries	RPD
Car washes	RPD
Water loading stations	AG, or DCA
Industries using toxic substances	RPD
Stockyards	RPD

Any other facility, which, in the judgement of the Board of Public Works, has the potential for danger to public health from  
backflow.

\*AG refers to air-gap; RPD refers to reduced pressure backflow device; DCA refers to double-check valve assembly.

B. Backflow prevention devices shall be approved by the Public Works Superintendent before installation by the customer and shall have been acceptable to the Board of Public Works. Installation shall be inspected and approved by the Water Department.

C. The customer shall be responsible to maintain all backflow prevention devices in good working order and to make no piping or other arrangements for bypassing the devices.

D. Periodic testing and inspection schedules shall be established by the Board of Public Works for all backflow prevention devices. Defined information concerning installation, inspection, and testing, of said devices, in accordance with current Missouri Department of Natural Resources regulations, shall be on file at the office of the Superintendent of the Board of Public Works.

E. It is further suggested for the safety of any occupants or employees within any building that additional backflow devices may be installed.

SECTION 2: Section 700.141 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

Section 700.141 Inspection and Maintenance.

A. It shall be the duty of the consumer at any premises on which backflow prevention devices required by this Article are installed to have inspections, tests and overhauls made in accordance with the following schedule or more often where inspections indicate a need.

1. Air-gap separations shall be inspected at the time of installation and at least every twelve (12) months thereafter.

2. Double-check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.

3. Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.

B. Inspections, tests and overhauls of backflow prevention devices shall be made at the expense of the water consumer and shall be performed by a Missouri certified backflow prevention device tester.

C. Whenever backflow prevention devices required by this Article are found to be defective, they shall be repaired or replaced at the expense of the consumer within fifteen (15) calendar days.

D. The water consumer shall maintain a complete record of each backflow prevention device from purchase to retirement. This shall include a comprehensive listing that includes a record of all tests, inspections and repairs. Records of inspections, tests, repairs and overhauls shall be forwarded to the Public Works Superintendent as directed by the Public Works Superintendent.

E. Backflow prevention devices shall not be by-passed, made inoperative, removed or otherwise made ineffective without specific authorization by the Public Works Superintendent.

F. The certified backflow prevention tester, hired by the customer, shall submit test report(s) for each device annually to the office of the Public Works Superintendent. The customer will be deemed in violation if the certified test report is not received by the water provider within sixty (60) days of the annual inspection date and shall be assessed a thirty dollar (\$30.00) late fee.

SECTION 3: Section 700.142 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

Section 700.142 Discontinuing Service For Violations.

A. The Public Works Superintendent shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by this Article is not installed, tested and maintained in a manner acceptable to the Public Works Superintendent or if it is found that the backflow prevention device has been removed or by-passed or if an unprotected cross-connection exists on the premises. If, in the opinion of the Public Works Superintendent, a serious, immediate threat to public health is posed, then service shall be discontinued without notice.

B. Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with this Article to the satisfaction of the Public Works Superintendent.



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

SECTION 5: 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



June 5, 2023

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

RE: Code Amendment to Section 700.320 - Permits And Charges For Water Taps And  
Connections

Honorable Mayor and City Council:

In the past connection fees have been charged through the Engineering Department and tap fees have been charged through the Water Department. To make it easier the Water Department will handle all charges for connection and tap fees at one time.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem", is written over a large, stylized blue "W" that is part of the city seal's design.

Kevin Quaethem  
Public Works Superintendent

Section 700.320 **Permits And Charges For Water Taps And Connections.**

[R.O. 1992 § 700.320; Ord. No. 6702 § 1, 6-19-1989; Ord. No. 7207 § 3, 4-20-1992; Ord. No. 14-11288 § 1, 7-7-2014]

- A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. **All fees will be paid to Water Department at time of application. The Water Department will complete all taps up to and including 2 inch. Water taps larger than 2 inch shall be completed by the applicant at the direction of the Water Superintendent. Applicant shall provide 24 hours notice to the Water Department prior to needing tap.** A tap fee and or connection fee based upon the following schedule shall accompany each such application:

<b>Size Of Connection</b>	
<b>(inches)</b>	<b>Tap Fee</b>
3/4 and 1	\$100 plus materials
1 1/2	\$175 plus materials
2	\$225 plus materials

- B. In addition to the tap fee above, a connection charge based upon the following schedule shall also accompany each such application:

<b>Size Of Service Connection</b>	
<b>(inches)</b>	<b>Connection Charge</b>
3/4	\$600
1	\$800
1 1/2	\$1,700
2	\$2,000
3	\$2,300
4	\$3,400
6	\$4,500
8	\$6,700
10	\$8,900
12	\$11,100

3Ec

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

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

AN ORDINANCE AMENDING SECTION 700.320 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 700.320 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 700.320 Permits And Charges For Water Taps And Connections.

A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. All fees will be paid to Water Department at time of application. The Water Department will complete all taps up to and including 2 inch. Water taps larger than 2 inch shall be completed by the applicant at the direction of the Water Superintendent. Applicant shall provide 24 hours notice to the Water Department prior to needing tap. A tap fee and or connection fee based upon the following schedule shall accompany each such application:

Size Of Connection (inches)	Tap Fee
3/4 and 1	\$100 plus materials
1 1/2	\$175 plus materials
2	\$225 plus materials

B. In addition to the tap fee above, a connection charge based upon the following schedule shall also accompany each such application:

Size Of Service Connection (inches)	Connection Charge
3/4	\$600
1	\$800
1 1/2	\$1,700
2	\$2,000
3	\$2,300
4	\$3,400
6	\$4,500
8	\$6,700
10	\$8,900
12	\$11,100

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