

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
TUESDAY, JANUARY 16, 2024 - 7:00 P.M.
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the January 2, 2024, Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>		
a. 2020 Landfill Tickets Destruction Request	Need Motion/Mayor	Memo
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor's Presentations, Appointments & Reappointments</u>		
a. Police Department Reappointment	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and Flock Group, Inc. for License Plate Reader Cameras and Services.	Read & Int/Read/Vote/Mayor	Memo
b. An ordinance accepting the Proposal from PNC Equipment Finance for a new Pierce Enforcer Tanker/Pumper Fire Apparatus.	Read & Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the City of Washington, Missouri to accept a Contractor Agreement from Go Green Lawn & Landscape LLC for the Highway 100 Median Beds Maintenance.	Read & Int/Read/Vote/Mayor	Memo
d. An ordinance accepting the Proposal from Wunderlich Surveying and Engineering, Inc. for Engineering Design Services for the Fox Crest Drive Extension Project and amend the 2024 Budget.	Read & Int/Read/Vote/Mayor	Memo
e. An ordinance amending Schedule IV No Parking At Any Time, of the Code of the City of Washington, Missouri.	Read & Int/Read/Vote/Mayor	Memo
f. An ordinance amending Schedule XIII Loading and Unloading Zones, of the Code of the City of Washington, Missouri.	Read & Int/Read/Vote/Mayor	Memo
g. A resolution authorizing the City of Washington, Missouri to apply for funding through the East-West Gateway Council of Governments to provide for the East Fifth Street Roadway and ADA Improvements Project in the City of Washington, Franklin County, Missouri.	Read/Second/Vote/Mayor	Memo

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|----|--|------------------------|------|
| h. | A resolution authorizing the City of Washington, Missouri to apply for funding through the East-West Gateway Council of Governments to provide for the Front Street ADA Improvements Project in the City of Washington, Franklin County, Missouri. | Read/Second/Vote/Mayor | Memo |
| i. | A resolution authorizing the City of Washington, Missouri to apply for funding through the East-West Gateway Council of Governments to provide for the High Street Reconstruction and ADA Improvements Project in the City of Washington, Franklin County, Missouri. | Read/Second/Vote/Mayor | Memo |
| j. | A resolution authorizing the City of Washington, Missouri to apply for funding through the East-West Gateway Council of Governments to provide for the Highway 100/East Fifth Street Intersection Improvements Project in the City of Washington, Franklin County, Missouri. | Read/Second/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

- a. Second Council Meeting in February – Tuesday, February 19, 2024, due to President’s Day Holiday

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000).

Roll Call Vote

13. INFORMATION:

- a. Plastic Bag Recycling Program
b. Winter Snow Removal Tips

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, JANUARY 10, 2024

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
TUESDAY, JANUARY 2, 2024**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, January 2, 2024, at 7:03 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

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

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	Economic Development Director	Sal Maniaci
	Street Superintendent	Tony Bonastia
	City Engineer	Charles Stankovic
	Human Resources Manager	Shauna Pfitzinger
	City Planner/GIS Specialist	Sarah Skeen

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

Approval of Minutes:

- * Approval of the Minutes from the December 18, 2023, Council Meeting

A motion to accept the minutes as presented made by Councilmember Holtmeier, seconded by Councilmember Wessels, passed without dissent.

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's/Treasurer's Report Summary – September 2023
- * Investment Report – September 2023
- * Collector's/Treasurer's Report Summary – October 22 – September 2023

A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Holtmeier, seconded by Councilmember Briggs, passed without dissent.

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments:

* Police Department Reappointments

December 20, 2023

City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<i>NAME</i>	<i>DATE EFFECTIVE</i>	<i>DATE EXPIRES</i>
<i>Zachary Yawitz Police Officer</i>	<i>December 19, 2023</i>	<i>December 19, 2024</i>
<i>Benjamin Juergens Police Officer</i>	<i>January 3, 2024</i>	<i>January 3, 2025</i>

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the reappointments made by Councilmember Hidritch, seconded by Councilmember Holtmeier, passed without dissent.

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* Gateway Fiber Project Update

Head of Safety & Government Affairs Derek Leffert of Gateway Fiber, Project Manager Rick Becker of Gateway Fiber and City Engineer Charles Stankovic updated Council on the Gateway Fiber Project. Discussion ensued regarding open issues and concerns.

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ORDINANCES/RESOLUTIONS

Bill No. 24-12931, Ordinance No. 24-13896, an ordinance repealing Ordinance No. 23-13876 and enacting in lieu thereof an ordinance authorizing and directing the execution of an Agreement for Stay Animal Boarding by and between the City of Washington, Missouri and the Franklin County Humane Society.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Briggs-aye, Hidritch-aye, Reed-aye, Holtmeier-aye, Wessels-aye, Coulter-absent, Patke-absent, Behr-absent.

Bill No. 24-12932, Ordinance No. 24-13897, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and McGrath Human Resources Group for Compensation & Classification Study.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Briggs-aye, Hidritch-aye, Reed-aye, Holtmeier-aye, Wessels-aye, Coulter-absent, Patke-absent, Behr-absent

Bill No. 24-12933, Ordinance No. 24-13898, an ordinance authorizing and directing the execution of a Supplemental Agreement #2 with Cochran Engineering for the Earth Crest Extension Improvement Project.

The ordinance was introduced by Councilmember Holtmeier.

After discussion, the ordinance was read a second time and failed on the following roll call vote; Briggs-aye, Hidritch-aye, Reed-aye, Holtmeier-aye, Wessels-aye, Coulter-absent, Patke-absent, Behr-absent.

Bill No. 24-12934, FAILED, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and Flock Group, Inc. for License Plate Reader Cameras and Services.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and failed 4-1 on the following vote; Briggs-nay, Hidritch-aye, Reed-aye, Holtmeier-aye, Wessels-aye, Coulter-absent, Patke-absent, Behr-absent.

Bill No. 24-12935, Ordinance No. 24-13899, an ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Connell Material Handling for the purchase of a Doosan G25E-7 Pneumatic Tire Forklift.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Briggs-aye, Hidritch-aye, Reed-aye, Holtmeier-aye, Wessels-aye, Coulter-absent, Patke-absent, Behr-absent.

Bill No. 24-12936, Ordinance No. 24-13900, an ordinance approving a Boundary Adjustment for W-W Industrial Drive Plat 4, in the City of Washington, Missouri, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion with Council and James Fortner of Wortman-Fortner, the ordinance was read a second time and approved on the following vote; Briggs-aye, Hidritch-aye, Reed-aye, Holtmeier-aye, Wessels-aye, Coulter-absent, Patke-absent, Behr-absent.

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * Second Council Meeting in January – Tuesday, January 16, 2024, due to MLK Holiday.
- * Coffee with the Mayor is scheduled for January 16, 8 a.m. in the Council Chambers.

CITY ADMINISTRATOR'S REPORT

- * Employee Appreciation Party is scheduled for Friday, January 12 at the City Auditorium.

COUNCIL COMMENTS

- * Brief discussion on the Plastic Bay Recycling Program.
- * Brief discussion on the Drug Take Back Program.
- * Brief discussion on refuse and recycle pickups.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:36 p.m. by Councilmember Briggs, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



January 8, 2024

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: Landfill Tickets

Dear Mayor and Council Members:

We are required to keep three years of landfill tickets so with this letter I am asking to destroy tickets from 2020.

If you have any questions or comments please feel free to contact me.

Thank you,

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

Andrea Lueken
Assistant City Engineer



January 4, 2024

To The City Council
City of Washington
Washington, MO 63090

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department for a second six-month probationary term:

<u>NAME</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
Max Keeler Police Officer	January 18, 2024	July 18, 2024 <i>(2nd 6 months)</i>

Respectfully submitted,



James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

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

Date: January 4, 2024
To: Mayor Doug Hagedorn
Subject: Reappointment

Honorable Mayor,

I respectfully request that Police Officer Max Keeler be presented to the City Council for reappointment with the Washington Police Department. Officer Keeler has successfully completed field training and has performed admirably. I believe he will be an asset to the department and City of Washington.

NAME	DATE EFFECTIVE	DATE EXPIRES
Officer Max Keeler	January 18, 2024	July 18, 2024 (2nd 6 months)

Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN AGREEMENT BY AND BETWEEN THE
CITY OF WASHINGTON, MISSOURI AND FLOCK GROUP, INC.
FOR LICENSE PLATE READER CAMERAS AND SERVICES

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

SECTION 1: The Mayor is hereby authorized and directed to execute a 24 Month Agreement by and between the City of Washington, Missouri and Flock Group, Inc. to provide license plate reader (LPR) cameras and services. This agreement will provide four (4) Flock Safety Falcon cameras and infrastructure. A copy of said agreement is attached and is marked as Exhibit A.

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

Flock Safety + MO - Washington PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Lisa Dunn
lisa.dunn@flocksafety.com
3146032079

flock safety

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ORDER FORM

Customer: MO - Washington PD
Legal Entity Name: MO - Washington PD
Accounts Payable Email: jarmstrong@washmo.gov
Address: 301 Jefferson St Washington, Missouri 63090

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing
Retention Period: 30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Subtotal Year 1:			\$12,600.00
Annual Recurring Subtotal:			\$12,000.00
Discounts:			\$60,000.00
Estimated Tax:			\$0.00
Contract Total:			\$24,600.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7a

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$12,600.00
Annual Recurring after Year 1	\$12,000.00
Contract Total	\$24,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$60,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS.
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations.
License Plate Lookup	Look up specific license plate location history captured on Flock devices.
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities).
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MO - Washington PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 30 day of October 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Washington Police Department

301 Jefferson St
Washington, Missouri 63090
636-390-1050

jarmstrong@washmo.gov / dballeydier@washmo.gov

October 31, 2023

Director [Sandy Karsten](#)

1101 Riverside Dr.

Lewis and Clark Building, 4th Floor West
Jefferson City, MO 65102

Dear Director Karsten,

The Washington Police Department would like to install Automatic License Plate Recognition provided by the company, Flock Safety, on Missouri Department of Transportation right of ways. Please approve the following locations:

- Location 01 - Hwy 100 & 5th St Westbound on an existing traffic signal pole at the GPS coordinates (38.53607914070147, -90.97779090718099)
- Location 02 - Hwy 100 & Bluff Rd Eastbound on an existing wood utility pole at the GPS coordinates (38.56042149255055, -91.05373815629659)
- Location 03 - Hwy 47 & 3rd St Southbound on an existing traffic signal pole at the GPS coordinates (38.55306484057829, -91.00160724443533)
- Location 04 - Hwy 47 & Bieker Rd Northbound on an existing traffic signal pole at the GPS coordinates (38.5342166919413, -91.00570658846748)

Best regards,

Jim Armstrong

Chief, Washington Police Department



7a



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

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

December 20, 2023

Mayor Doug Hagedorn
City Council Members

Re: Flock Group, Inc. agreement

Honorable Mayor and City Council,

I am requesting to enter into an agreement with Flock Group Inc. to provide license plate reader (LPR) cameras and services. This agreement will provide four (4) Flock Safety Falcon cameras and infrastructure. As discussed in the presentation during the December 4 council meeting, this will provide coverage in four key entry points to the City. I feel the LPR cameras will be an essential tool for both criminal investigations and public safety related incidents.

Staff researched LPR options and Flock Safety stood out as the most prominent and superior product. Flock Safety cameras are in use at many locations throughout the St. Louis region. In addition, the Franklin County Sheriff's Office and the City of St. Clair are in the process of implementing a Flock Safety camera program. As other cameras are implemented in the area, the reach and effectiveness will only improve. The proposal from Flock Group provides installation, maintenance, and software services for \$12,000 annually. There is a one-time infrastructure implementation fee of \$600. This includes setup/onboarding and unlimited support. Total budget amount is \$15,000.

This is a budgeted item and will be implemented as soon as possible. Included is the proposal from Flock Group and the ordinance. Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM PNC
EQUIPMENT FINANCE FOR A NEW PIERCE ENFORCER
TANKER/PUMPER FIRE APPARATUS

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal from PNC Equipment Finance for the purchase of a new Pierce Enforcer Tanker/Pumper Fire Apparatus. A copy of said proposal 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 its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

10 Year Lease Purchase Proposal

Pierce Apparatus: (1) Enforcer Tanker
 Sell Price: \$1,022,250.00
 Prepay Discounts: -\$123,356.00
 Amount Financed: \$898,894.00

- Rate as of November 2023 and is fixed at closing
- Interest only payments at months 12 and 24 w/ first payment at month 36

Date	10 Year Lease Purchase	
November 2023	Order/Lease Start	
November 2024	\$60,945.01	(Interest only)
November 2025	\$60,945.01	(Interest only)
November 2026	\$126,683.87	
November 2027	\$126,683.87	
November 2028	\$126,683.87	
November 2029	\$126,683.87	
November 2030	\$126,683.87	
November 2031	\$126,683.87	
November 2032	\$126,683.87	
November 2033	\$126,683.87	
November 2034	\$126,683.87	
November 2035	\$126,683.87	
Rate	6.78%	





January 9, 2024

Darren Lamb, City Administrator
405 Jefferson Street
Washington, MO 63090

RE: Fire District truck lease

Dear Darren:

The Washington Community Fire Protection District recently entered into a sales contract with Macqueen for the purchase of a new tanker/pumper. This vehicle will have a large tank and be capable of operating as a reserve engine within the City. This truck like the other district trucks will be titled to the City of Washington per the agreement with the district for fleet insurance.

Like the lease with PNC bank for the City fire engine last April, the fire district was planning to enter into a lease with PNC following the same terms. However, since the City is the title holder, the lease needs to be with that entity, in this case the City.

The lease option offers the fire district like the City, a 100% pre-payment discount. This discount is over \$123,000 for the cost of the truck and brings the total lease purchase price to \$898,894. The fire district would remain responsible for the lease payments. I am requesting the City enter into a lease with PNC for the purchase of this vehicle and the district will have an agreement with the City identifying they are responsible financially for the truck. Legal counsel is working on that agreement presently.

The fire district is in solid financial grounds and has \$300,000 budgeted this year for a down payment and the allocated lease payments in future budgets. However, rather than tie funds up for an asset that has a 42 month lead time, the money is better reserved for the future purchase.

If you have any questions, please let me know.

Respectfully,

A handwritten signature in blue ink that reads 'Tim Frankenberg'.

Tim Frankenberg, CFPS, CSP
Fire Chief



Tanker Lease Purchase Proposal



Pierce Financial Solutions



Pierce and PNC Equipment Finance partner to provide a tax-exempt municipal leasing program for Pierce apparatus



Our team has financed > \$1 billion of Pierce apparatus!



What Is A Municipal Lease?

- Very similar to a “loan” or an “installment sales contract”
- Contains “non-appropriation” or “annual out” clause with no penalty
- Generally, not classified as debt against municipal borrowing limits
- No voter referendum required
- Generally lower legal and administrative cost than bond issue
- Tax-exempt interest

**Some Volunteer Fire Departments depending on legal structure might not receive a “non-appropriation” clause and may have to hold a public hearing to receive tax-exempt interest.*



Pierce Program Advantages

- Financing from PNC (3rd largest bank-owned leasing company in U.S.)
- Flexible payment structures to meet your budget requirements
- Industry's most extensive lines of lease plans for fleet replacement
- Prepay program to lower payments and eliminate interest rate risk
- Deferred payment option to simplify budgeting
- \$0 documentation fees
- Dedicated Account Executive to assist throughout entire process



10 Year Lease Purchase Proposal

Pierce Apparatus: (1) Enforcer Tanker
 Sell Price: \$1,022,250.00
 Prepay Discounts: -\$123,356.00
 Amount Financed: \$898,894.00

- Rate as of November 2023 and is fixed at closing
- Interest only payments at months 12 and 24 w/ first payment at month 36

Date	10 Year Lease Purchase	
November 2023	Order/Lease Start	
November 2024	\$60,945.01	<i>(Interest only)</i>
November 2025	\$60,945.01	<i>(Interest only)</i>
November 2026	\$126,683.87	
November 2027	\$126,683.87	
November 2028	\$126,683.87	
November 2029	\$126,683.87	
November 2030	\$126,683.87	
November 2031	\$126,683.87	
November 2032	\$126,683.87	
November 2033	\$126,683.87	
November 2034	\$126,683.87	
November 2035	\$126,683.87	
<i>Rate</i>	<i>6.78%</i>	





PROGRAM CONTACTS



Tom Whitmer,
Director of Business Development
twhitmer@piercemfg.com
(920) 267-1256

Kim Simon, Vice President
kim.simon@pnc.com
(614) 670-3994

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING
THE CITY OF WASHINGTON, MISSOURI TO ACCEPT
A CONTRACTOR AGREEMENT FROM GO GREEN
LAWN & LANDSCAPE LLC FOR THE HIGHWAY 100
MEDIAN BEDS MAINTENANCE

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 Contractor Agreement from Go Green Lawn & Landscape LLC for the Highway 100 Median Beds Maintenance in an amount not to exceed Twenty Eight Thousand Dollars and Zero Cents (\$28,000.00). A copy of said agreement 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

Exhibit A**CITY-CONTRACTOR AGREEMENT**

This **SERVICE AGREEMENT** ("Agreement") is entered into effective as of the 16 day of January, 2024 ("Effective Date") by and between Go Green Lawn & Landscape LLC, a Missouri for-profit corporation with offices located at 18173 Edison Ave. Suite D, Chesterfield, MO 63005, Missouri, ("Contractor"), and the City of Washington, Missouri (hereinafter called the "City") (Contractor and the City may hereafter individually be referred to as a "Party" or collectively referred to as the "Parties").

NON-APPROPRIATION: City's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Go Green Lawn & Landscapes LLC acknowledges that City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds.

WHEREAS, the Parties desire to enter into a Service Agreement under which the Contractor is to provide general grounds maintenance services, of City-owned properties and rights-of-ways, and other areas as described in this Agreement, currently owned, managed, or otherwise under the stewardship of the City;

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

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

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

**ARTICLE I.
SCOPE AND DEFINITIONS**

SECTION A. SCOPE OF THE AGREEMENT**Implementation of the Agreement**

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

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

SECTION B. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Paragraph 1.12. “Owner” means the City.

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

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

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

Paragraph 1.16. “Report” means weekly, monthly, quarterly, or yearly report that demonstrates the tasks completed over that period.

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

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

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

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

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

ARTICLE II.

CONTRACT ADMINISTRATION

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

Subcontracting and Assignments

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

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

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

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

SECTION B. TERM

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

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

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

SECTION C. CONTRACT COMMUNICATION**Notices**

Paragraph 2.6. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) delivered personally, (b) mailed by registered mail or certified mail, return receipt requested, postage prepaid, (c) sent by facsimile transmission, or (d) sent by e-mail. All such communications shall use the receiving Party's contact information as contained in

this Article II Section C. A Party may change its contact information by sending a notice to the other Party complying with these notice requirements.

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

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

Go Green Lawn and Landscapes
Attn: Martin Ewell
President
18173 Edison Ave, Suite D
Chesterfield, MO 63005
Telephone: 314-249-3630
E-mail: ewellml@yahoo.com

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

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

SECTION D. CONTRACT PERFORMANCE**Work**

Paragraph 2.10. Contractor, acting as an independent contractor, agrees to furnish at his/her own expense all supervision, labor, expertise, equipment, supplies, and other requirements as set forth herein and as more specifically described in Exhibit "A" and

will provide such in a good and "Workmanlike Manner", the term Workmanlike Manner being defined as the rendition of services in a manner deemed proficient by those with the special knowledge, training, and experience to judge such services and in accordance with highest generally accepted standard of care in the industry.

The work approved for the contract includes the following:

2023 Median landscape bed maintenance & lane closures \$26,500.00

2024 Median landscape bed maintenance & lane closures \$28,000.00

2025 Median landscape bed maintenance & lane closures \$29,500.00

Contractor as an Independent Contractor

Paragraph 2.11. At all relevant times to this Agreement, Contractor shall act as an independent contractor to the City in providing Work to the City. Nothing in this Agreement shall be interpreted to create any employment, partnership, or joint ventures. Except to the extent required to enable Contractor to perform his/her specific duties under this Agreement, Contractor shall not act as an agent of the City, by entering into this Agreement, the City in no way, assumes any liabilities, debts or obligations of the Contractor whether now existing or hereafter created.

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

Change Orders

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

Continuing the Work

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

Equipment Storage

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

Permits

Paragraph 2.16. Contractor shall be solely responsible for obtaining and paying for all permits and licenses related to their performance of the Work. Contractor shall acquire a City of Washington Business License from the City's Finance Department.

Taxes and Fees

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

Contract Price and Payment Procedures

Paragraph 2.18. Contract Price constitutes the total compensation (subject to authorized adjustments made by a Change Order) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price. Contract Price is described in the specification in Exhibit "A".

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

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

the City request be provided.

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

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

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

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

Liquated Damages

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

Character and Conduct of Contractor's Employees and Subcontractors

Paragraph 2.26. The Contractor's employees and Subcontractors who normally and regularly come into direct contact with the public shall bear some means of company

identification such as a company uniform with name badges, nametags or identification marks. Vehicles and equipment shall also bear some means of company identification.

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

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

Safety and Protection

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

Injury or Damage

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

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

Additional Services

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

Reports by Contractor

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

SECTION E. PERFORMANCE AND TERMINATION

Force Majeure

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

Provisions Surviving Termination

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

Termination by the City

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

- A. If Contractor fails to fulfill or maintain in a timely and proper manner any obligations, duties or provision of the Agreement and Contractor fails to cure such default to the satisfaction of the City within ten (10) Days of the Contractor's receipt of written notice from the City specifying the how the Contractor failed to perform in reasonable detail.
- B. If Contractor is adjudicated voluntarily bankrupt, or if Contractor is subject to the appointment of receiver or trustee and fails to have the receiver or trustee removed within sixty (60) Days, or if any assignment or Contractor's property shall be made for the benefit of creditors, or if Contractor becomes insolvent, or unable to pay its debts as they become due.
- C. If there is a change of Control of the Contractor, whether voluntarily or by operation of law, or substantially all the assets of the Contractor are sold or transferred voluntarily or otherwise, the Agreement shall terminate unless the City agrees by Change Order to continue the Agreement with the Contractor after the change of Control or disposition of assets. The Contractor shall promptly notify the City of any actual or proposed change in, transfer of or acquisition by another party of Control of the Contractor. "Control" as used herein means the

power, whether direct or indirect, to direct the affairs of the Contractor by whatever manner exercised. Any agreement by the City to continue this Agreement after the change in Control or disposition of assets shall be contingent upon the new controlling party or owner of the assets becoming a signatory to the Agreement and otherwise complying with all the terms and conditions herein, including but not limited to the submission of Bonds, if required by this Agreement, and certificates of insurance acceptable to the City.

Administrative Fee

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

Termination Notice: Cancellation of Orders and Subcontracts

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

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

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

ARTICLE III.**CONTRACTOR'S REPRESENTATIONS AND WARRANTIES****General Service Warranty**

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

Contractor's Representations and Warranties

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

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

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

ARTICLE IV.**FINANCIAL ADMINISTRATION**

SECTION A. APPLICATIONS FOR PAYMENT AND PROCEDURES**Compensation**

Paragraph 4.1. Contractor's compensations shall be set forth in the specifications in Exhibit "A".

Contractor's Invoices

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

Payment of Application for Payment

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

Remedies for Unpaid Invoices

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

Disputed Applications for Payment

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

City Payment Does Not Constitute Waiver

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

SECTION B. LIENS AND CLAIMS**Contractor's Obligations Concerning Liens and Claims**

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

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

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

**ARTICLE V.
RISK MANAGEMENT****SECTION A. GENERAL INDEMNIFICATION****Release, Defense, and Indemnity**

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

Paragraph 5.2. Contractor agrees to release, protect, defend, indemnify, and hold harmless the City or any of its officers, directors, employees, agents, consultants and

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

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

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

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

Indemnity for Removal of Liens

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

Limitation on Damages

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

suffered by any employee(s) of Contractor.

SECTION B. INSURANCE

Basic Insurance Coverage

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

Comprehensive General Liability and Bodily Injury

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

Property Damage: \$3,000,000 each occurrence
\$3,000,000 aggregate

Comprehensive Automobile Liability, Bodily Injury

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

Property Damage: \$3,000,000 each accident

Owner's Protective Bodily Injury

Including Death: \$1,000,000 each occurrence
\$1,000,000 each occurrence

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

Workers Compensation

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

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

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

Insurance Endorsements and Provisions

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

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

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

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

Certificates of Insurance

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

Bid Bond

Paragraph 5.11. Contractor shall furnish with the executed Agreement a Bid Bond, not less than five (5) percent of the amount of the bid. The City will hold the Bond for the duration of the Contract, as security for faithful performance obligations under the Contract Documents.

Paragraph 5.12. All Bonds signed by an agent must be accompanied by a certified copy of agent's authority to act. Only surety companies authorized to do business in, and having an agent for services in the State of Missouri will be acceptable.

Paragraph 5.13. If the Surety on any Bonds furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall substitute another Bond and Surety, both of which must be acceptable to the City before continuing the Work.

Severability

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

**ARTICLE VI.
LEGAL ADMINISTRATION**

SECTION A. COMPLIANCE WITH LAWS AND REGULATIONS

General Legal Compliance

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

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

Paragraph 6.2. Contractor shall affirm by sworn affidavit that he/she has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services and to sign the affidavit affirming that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the Contract. Such affidavit shall be required as a condition of this Contract prior to or at the time of execution of this Contract, and Contractor shall provide documentation for the program.

SECTION B. GOVERNING LAW AND DISPUTE RESOLUTION

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

SECTION C. MISCELLANEOUS

Severability

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

Singular and Plural

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

Headings

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

Counterpart Execution

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

Binding Authority

Paragraph 6.9. Each of the individuals executing this Agreement represents that he or she has full right and authority to execute this instrument on behalf of the City or Contractor, as the case may be, and to bind such Party. If the Person executing this Agreement has a title that includes the term "Manager," "Director," or "Vice President," then the Parties agree that such Person has apparent authority to execute this Agreement and bind the Party. If such Person executes this Agreement on behalf of a Party, the other Party is not required to obtain a power of attorney, delegation of authority, or corporate resolution evidencing such authority.

Entirety of Contract

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

Waiver

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

Approvals

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

TECHNICAL SPECIFICATIONS

GENERAL

1.01 PERFORMANCE OF WORK

The Contractor acting as an independent contractor, shall furnish at his/her own expense all supervision, labor, equipment, tools, materials, supplies, and necessary documentation required to perform and complete the Work in a good first class and workman like manner. The Work designated, described and required by these specifications and proposals shall be in accordance with the Contract Documents and any applicable City ordinances, county, state and federal laws. Contractor represents and warrants that he/she has special skills which qualify him/her to perform the Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

1.02 PRE-BID SITE INSPECTION

The Contractor shall be responsible for performing a pre-bid site inspection of each median location. Contractor shall be responsible for determining actual acreage, square footage, and/or time required to perform the Work at each location.

1.03 THE WORK

The Contractor shall perform all services and provide all supplies, materials, equipment, tools and labor, necessary for Highway 100 Medians Maintenance Services in accordance with the Contract Documents.

SCOPE OF SERVICES

The Contractor shall provide maintenance services for Highway 100 Medians as set forth below:

2.01 HOURS OF OPERATION

Contractor shall provide General Maintenance Services between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday. No work shall take place on Saturdays, Sundays or City recognized holidays, unless prior approval by the Director of Parks and Recreation is received. No work shall take place the week of Thanksgiving.

Contractor shall submit a work schedule to City contact, prior to the start of any work.

2.02 SERVICE/SITE LOCATIONS

Provide landscape maintenance services for four (4) MODOT medians on Highway 100 in Washington, Missouri. **See exhibit** that accompanies this document.

2.03 DURATION OF CONTRACT

The duration of the Contract shall be for three (3) years: 2023, 2024, 2025 under the same terms and conditions.

2.04 MAINTENANCE AND SERVICES

The Highway 100 Medians contain various plants and shrubs such as Prairie Dropseed, Little Bluestem, Liatris, Purple Cone Flower, Black Eyed Susan, Butterfly Weed, New England Aster, Black Chokeberries and Fragrant Sumac.

SPRING (Early April)

Remove litter and debris, apply new mulch and apply weed pre-emergent.

SUMMER (May – October)

Remove litter & debris, remove weed, trees & invasives and apply spray herbicide one (1) time a month. To reduce the appearance of dead vegetation weeds, trees and invasives over 8 inches tall shall be pulled and those under 8 inches shall be sprayed with herbicide.

FALL (Early November)

Remove litter and debris, trim and/or prune back all grasses and perennials, haul away debris, apply weed pre-emergent and new mulch. Choke Berry and Sumac bushes should not be cut back in the fall. Cut back shall take place in mid-November (prior to the week of Thanksgiving), once vegetation has turned brown.

Cut back height of vegetation shall be 5-6 inches. Mulch shall be dyed brown shredded bark and shall be applied 1-2 inches thick and not to cover vegetation. Vegetation killed by herbicide overspray shall be replaced with same type, at no cost to the City.

The Contractor shall perform all required Work and shall provide and furnish permits, labor, materials, necessary tools, equipment, and transportation services to provide grounds maintenance service on property designated by the City/Parks and Recreation Department. It is understood and agreed that said labor, materials, tools, equipment and service will be furnished; and said Work performed and completed under the direction and supervision and subject to the approval of the City.

2.05 INDEPENDENT CONTRACTOR

It is understood that the Contractor is an independent Contractor and neither him/her nor his/her employees shall represent themselves as either employees or agents of the City. Any person employed by the Contractor who, in the opinion of the City, does not perform satisfactorily or is intemperate or rude to residents or employees of the City shall, at the written request of the City be removed from further employ in any portion of the Contract.

2.06 SITE INSPECTION

A site inspection by the Contractor shall be performed prior to each maintenance function. Trash, debris or hazards shall be removed prior to Work being performed. All clippings, leaves, trash and debris shall be removed from the site upon completion, and disposal shall be the responsibility of the Contractor.

2.07 EQUIPMENT

General landscaping tools such as mowers, trimmers, hedge trimmers and hand tools etc. may be used.

The Contractor shall provide appropriate traffic control equipment while working in the medians. Contractor employees shall wear high visibility safety vests when working in the medians.

Contractors shall apply for their own permit to work on the right of way through Missouri Department of Transportation (MoDOT).

Lane drops and traffic control equipment shall be supplied by the Contractor or Subcontractor, per MODOT's specifications.

2.08 UNIFORMS

Contractor employee(s) must wear a uniform shirt and high visibility safety vest with the company name that is visible from twenty-five feet (25') at all times, while completing the work in the City.

2.09 PARKING

Contractor is to park in specified and legal parking areas/zones without blocking driveways or site entrances, etc. Care shall be taken so as not to damage lawn and/or landscaped areas when parking.

2.10 CLEANUP

Prior to leaving the site, Contractor shall inspect, remove and haul away all debris items. The concrete and asphalt portions of the medians should be free of plant clippings and mulch. Plant debris can be taken to the City's compost facility at no cost to the Contractor.

2.14 DAMAGE TO PROPERTY

Any damage to property as the result of the Contractor's operations shall be the responsibility of the Contractor. Contractor shall be held responsible for any damage, breakage and/or loss of signs, irrigation system, vegetation or any loss incurred to adjacent property, buildings, vegetation or fences through the negligence of the contractor or his/her employees while working on the medians. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Parks Department,

the City reserves the right to replace that which was damaged or assess the Contractor such costs as may be reasonable and related to the damage caused by the Contractor. The Contractor shall inform the Director of any damage caused by the contractor's operation on the day such damage occurs.

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

CITY OF WASHINGTON

By _____

James D. Hagedorn, Mayor

(SEAL)

ATTEST:

Sherri Klekamp, City Clerk

CONTRACTOR

By _____

"Contractor"

Title _____

(SEAL)

ATTEST:

Title _____



January 16, 2024

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

RE: Recommendation – Highway 100 Median Maintenance Services Contract

Honorable Mayor and City Council,

As you may recall, in December 2022 I asked for permission to bid out the maintenance of the Highway 100 Medians, per the direction of the Highway 100 Medians Committee.

Committee members are Craig Mueller, Dave Wehmeyer, Kevin Kriete, Joe Vernaci, Ross Marcinkowska, Al Behr, Mayor Hagedorn, Darren Lamb, Wayne Dunker and Charles Stankovic.

In March 2023, Council approved a contract with Go Green Lawn & Landscape LLC for maintenance of the medians on Highway 100. The contract was funded by the Stormwater Fund. You also may recall, the native plantings in the medians help absorb water in an all-asphalt environment reducing stormwater runoff and help with the City's MS4 Program compliance. The Committee thought contracting the work out would allow an outside source to spruce up the medians to a higher level than what could be achieved by City staff and that citizens would see visible results after the first year.

On January 4, 2024, the Highway 100 Medians Committee met to review the maintenance of the medians over the past year. Committee members stated that they saw noticeable visual improvement over the last year with one member stating the medians looked they best they ever have in 2023.

Accordingly, the Highway 100 Median Committee and Staff recommends that Council consider the approval of Go Green Lawn & Landscapes LLC's contract in the amount of \$28,000.00. 2024 will be year two of a three year contract.

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

Respectfully,

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM
WUNDERLICH SURVEYING AND ENGINEERING, INC. FOR
ENGINEERING DESIGN SERVICES FOR THE FOX CREST
DRIVE EXTENSION PROJECT AND AMEND THE 2024 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal from Wunderlich Surveying and Engineering, Inc. for Engineering Design Services for the Fox Crest Drive Extension Project. A copy of the proposal is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2024 Budget as follows:
Transportation Sales Tax Fund 261 – Increase \$24,500 for the Fox Crest Drive Project.
(261-18-000-541101 Street Improvements Program)

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



WUNDERLICH SURVEYING & ENGINEERING, INC.

512 EAST MAIN STREET • UNION, MO 63084
(636) 583-8400 Fax: (636) 583-1810

December 20, 2023

RE: Fox Crest Drive extension project

City of Washington
c/o Charles Stankovic
405 Jefferson Street
Washington, MO 63090

Dear Mr. Stankovic:

I have put together a proposal for the Fox Crest Drive extension project. This project has been discussed with the city staff and the developer to develop a plan to extend Fox Crest and the required utilities.

This project can be split into phases

- 1.) Preliminary Design and Analysis.
 - a. WSE will complete topo and work with the city to determine preliminary route. The vertical and horizontal alignment will be determined and agreed upon.
- 2.) Permit set of plans and analysis.
 - a. A permit set of plans will be completed. The storm water analysis will be completed and all of the storm sewer and utilities sized. Plans will be submitted to City for approval.
- 3.) Permitting through all agencies.
 - a. With the approval of the permit set of plans, WSE will apply for permits through all required entities.
- 4.) Construction set of plans.
 - a. After all permits have been received a construction set of plans will be submitted to the City for approval. After the city accepts the plans, they will be approved for construction.

Construction inspection, testing, and stakeout of improvements are not provided in this proposal.

This proposal is to include:

- Topographic Survey to be completed of street extension area
- Street horizontal and vertical alignment to be approved by the City
- Storm water analysis for storm sewer in the street
- MoDNR permitting for Land Disturbance if required
- Floodplain development permit if required

This proposal is for phases 1-4 to be completed one time. If any phase has to be completed multiple times the fee will change. WSE will complete phases 1-4 as described above for a fee not to exceed \$24,500

All permit fees shall be paid by the owner.

Again, thank you for contacting our office and as always, it is a pleasure doing business with you. If you have any questions, please do not hesitate to contact our office at (636) 583-8400.

Sincerely,

WUNDERLICH SURVEYING & ENGINEERING, INC.



Cameron Lueken,
President, Wunderlich Surveying and Engineering, Inc.

If you find this proposal acceptable, please sign and date below and return the signed document to our office at your earliest convenience.

Signature

Date



January 8, 2023

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

Re: Design of Fox Crest

Dear Mayor and Council,

At the December 18th City Council meeting the Council approved an ordinance for the Development Agreement with Clover Valley Properties. In that agreement was included was the City to provide construction plans for Fox Crest Drive by March 31, 2024.

The ordinance is to approve a design contract with WSE not to exceed \$24,500. Per the development agreement the already platted portion of Fox Crest is to be built by July 1, 2024 and the rest of the roadway budgeted for in FY 2025.

Budget Amendment:

Approving this contract will require a \$24,500 budget amendment increase for the Transportation Sales Tax Fund.

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

Respectfully submitted,

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

Charles Stankovic, P.E.
City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IV NO PARKING AT ANY TIME, 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: Schedule IV No Parking At Any Time, of the Washington City Code, is hereby amended as follows:

Schedule IV No Parking at Any Time

Location	Add	Delete	Revise
Third Street, at the following location: North side, from west line of Washington Avenue westward 70 feet	✓		
Fifth Street, at the following location: North side, from west line of Washington Avenue, westward 50 feet			✓
High Street, at the following location: East side, from north line of Ridgeview Drive northward 90 feet	✓		
High Street, at the following location: East side, from south line of Ridgeview Drive southward 90 feet	✓		

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

SECTION 3: This ordinance shall take full 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



January 05, 2024

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

RE: Amend Ordinance for No Parking at Any Time at Multiple Locations

Dear Mayor and City Council Members:

Please find enclosed an ordinance proposing to amend a portion of the Traffic Code, specifically *Schedule IV, No Parking at Any Time*. The Traffic Committee reviewed this request and recommends that no parking zones in various areas be extended or added for sight distance and safety concerns. There are sight distance issues with parked cars near the hospital parked on Third street and Fifth Street at the intersection of Washington Avenue. It is recommended to increase no parking from 30 feet to 50 feet on the northwest side of Fifth Street and add no parking 70 feet on the northwest side of Third Street to increase visibility.

Sight distance is also a concern at Ridgeview Drive turning onto High Street due to parked cars for Borgia High School. It is recommended to make no parking 90 feet both north and south of Ridgeview Drive on the east side of High Street to increase visibility.

Respectfully submitted,

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

Charles Stankovic, P.E.
City Engineer

Fifth Street, at the following locations:

South side, from the east line of Washington Avenue, eastward a distance of 40 feet

South side, from the west line of Terry Lane, West 75 feet to a point

North and south sides, from the east line of Jefferson Street eastward a distance of 130 feet

North and south sides, from the west line of Jefferson Street westward a distance of 120 feet

North side, beginning at a point 285 feet east of the east line of Burnside Street to a point 289.4 feet west of the west line of MacArthur Avenue

North side, beginning at a point 111.5 feet east of the east line of Cedar Street, eastwardly a distance of 32 feet

North side, beginning at the east side of Washington Avenue, thence 30 feet eastward

North side, beginning at the west side of Washington Avenue, thence 30 50 feet westward

North side, from the east line of Elm Street east a distance of 26 feet

North side, from the intersection of Fifth Street and Dubois Street extending east for 30 feet

North side, from the northwest corner of Fifth and Elm Streets, westwardly a distance of 82 feet

North side, from the east line of Lafayette Street to a point 35 feet east of the east line of Lafayette Street

North side, beginning at the east line of Oak Street and extending 50 feet east

North side, from the east line of Stafford Street to a point 65 feet east of the east line of Stafford Street

North side, from the west line of the intersection of Fifth Street and Stafford Street west a distance of 26 feet

North side, from a point 175 feet west of the west line of Hancock Street, to a point 60 feet east of the east line of Madison Avenue

North side, from the west line of Highway 47, westward 110 feet

North side, from the entrance to the Doctors Building, eastward 225 feet

South side, between Madison Avenue and Washington Avenue

South side, from a point 361 feet east of the east line of Burnside Street to a point 275.5 feet west of the west line of MacArthur Avenue

South side, from the east line of Cedar Street, eastward a distance of 115 feet

South side, from the east line of Elm Street east a distance of 40 feet

South side, from the west line of Elm Street west a distance of 60 feet

South side, from the east line of Hancock Street to the west line of Franklin Avenue

Hancock Street, at the following locations:

West side, from the south line of Third Street extending 160 feet south

High Street, at the following locations:

East side, from the north line of 2nd Street northward a distance of 70 feet

West side, from James Street approximately 15 feet south[4]

East side, from north line of Ridgeview Drive northward 90 feet

East side, from south line of Ridgeview Drive southward 90 feet

Highway 100, at the following locations:

Both sides, from its intersection with Missouri State Highway 47 extending west a distance of 250 feet

International Avenue, at the following locations:

East side, beginning at a point 484 feet south of the south line of Fifth Street, East, to a point 619 feet south of the south line of Fifth Street, East

James Street, at the following locations:

North side, from the intersection of High Street and James Street to a point 40 feet east of the intersection

North side, from the intersection of High Street and James Street to a point 40 feet west of the intersection

Jefferson Street, at the following locations:

East and west sides, from the north line of Third Street to a point 18 feet north of the north line of Third Street

[Ord. No. 15-11351 § 1, 1-5-2015]

West side, from the north line of Twelfth Street northward a distance of 85 feet, and from the south line of Twelfth Street southward a distance of 202 feet

East side, from a point a distance of 85 feet north of the extension of the north line of Twelfth Street to a point 220 feet south of the extension of the south line of Twelfth Street

[Ord. No. 15-11360 § 1, 1-20-2015]

East and west sides, from the north line of Fifth Street northward a distance of 190 feet

East and west sides, from the south line of Fifth Street southward a distance of 200 feet

East and west sides, from the north line of Fourteenth Street northward a distance of 200 feet

East and west sides, from the south line of Fourteenth Street to the north line of Highway 100

East side, from the north line of Eighth Street northward a distance of 108 feet

Third Street, at the following locations:

[Ord. No. 15-11399 § 1, 5-18-2015; Ord. No. 18-11912, 10-1-2018]

North side, from the east line of Locust Street to the west line of Hooker Street

North and south sides, from the east line of Jefferson Street to a point 18 feet east of the east line of Jefferson Street and from the west line of Jefferson Street to a point 18 feet west of the west line of Jefferson Street

North side, from the east line of Elm Street extending 28 feet east

North side, beginning at a point 139 feet west of the Street west line of Washington Avenue thence west a distance of 40 feet

North side, from west line of Washington Avenue westward 70 feet

North side, from the east line of Highway 47 eastward 155 feet

North side, from the west line of Highway 47 westward 90 feet

South side, from the east line of Highway 47 eastward to the east line of Madison Avenue

South side, from the east side of the public safety building driveway eastward 20 feet, and from the west side of the public safety building driveway westward 45 feet

North side, from west line of Madison Avenue westward 75 feet

South side, from the west line of Fulton Street, westward 20 feet

South side, from the west line of Highway 47 westward a distance of 530 feet

Third Street, East, at the following locations:

North side, from the east line of Locust Street eastward a distance of 50 feet

Third Street, West, at the following locations:

South side, beginning at a point 310 feet east of the east line of Stafford Street to a point 357 feet east of the east line of Stafford Street

Twelfth Street, at the following locations:

North side, beginning at the east line of the A.B. Chance driveway and running 40 feet eastward therefrom

North side, from its west intersection of the Hazel driveway west a distance of 80 feet

South side, from the east line of Stafford Street eastward a distance of 30 feet

South side, from a point 200 feet east from the intersection of Twelfth Street and Stafford Street going east for a distance of 136 feet

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XIII
LOADING AND UNLOADING ZONES, 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: Schedule XIII Loading and Unloading Zones, of the Washington City Code, is hereby amended as follows:

Schedule XIII Loading and Unloading Zones

Location	Add	Delete	Revise
Elm Street, east side, from its intersection with Second Street northward a distance of 20 feet		✓	

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

SECTION 3: This ordinance shall take full 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



January 05, 2024

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

RE: Amend Ordinance for Loading and Unloading Zones at Elm Street

Dear Mayor and City Council Members:

Please find enclosed an ordinance proposing to amend a portion of the Traffic Code, specifically *Schedule XIII, Loading and Unloading Zones*. The Traffic Committee reviewed this request and recommends that the loading and Unloading zone of 20 feet north of Second Street on the east side of Elm Street be removed and replaced with a regular on-street parking spot. The businesses in the area had requested an ADA parking spot years ago for customers and it was decided a loading and unloading zone would serve as a better alternative in this location. Since then it has been observed that the loading and unloading zone is not utilized often and current business owners are requesting the regular parking spot be returned.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer

Table XIII-A. Loading And Unloading Zones. [R.O. 1992 § XIII-A; Ord. No. 1383 § 4, 6-19-1950; Ord. No. 1403 §§ 2, 4, 9-18-1950; Ord. No. 1409 §§ 1-3, 11-6-1950; Ord. No. 1691 §§ 1, 2, 11-2-1953; Ord. No. 4420 §§ 1-3, 7-15-1974; Ord. No. 4538 § 1, 2-18-1975; Ord. No. 4539 § 1, 2-18-1975; Ord. No. 4663 § 1, 1-19-1976; Ord. No. 4985 § 1, 11-21-1977; Ord. No. 5417 § 1, 9-2-1980; Ord. No. 5573 § 1, 11-16-1981; Ord. No. 5824 § 1, 8-15-1983; Ord. No. 5872 § 1, 2-6-1984; Ord. No. 6038 § 1, 5-20-1985; Ord. No. 6138 § 3, 3-3-1986; Ord. No. 6883 § 1, 8-20-1990; Ord. No. 6916 § 1, 10-15-1990; Ord. No. 7620 § 1, 8-15-1994; Ord. No. 7918 § 1, 4-15-1996; Ord. No. 99-8684 § 1, 11-1-1999; Ord. No. 01-9046 § 1, 8-6-2001; Ord. No. 06-10107 § 1, 11-6-2006; Ord. No. 13-11115 § 1, 3-18-2013]

No person shall park or leave a vehicle, except for a period of time necessary for the expeditious loading or unloading of materials or passengers, during the times indicated below:

Location	Restriction
Elm Street, east side, from its intersection with Second Street northward a distance of 20 feet	At any time
Fifth Street, East south side, from 30 feet west of the west line of Fulton Street to 60 feet west to the west line of Fulton Street	From 6:00 A.M. through 6:00 P.M. Sundays and holidays
Industrial Avenue, west side, beginning approximately 220 feet north of its intersection with Eighth Street, extending a distance of approximately 20 feet	From 8:00 A.M. to 8:00 P.M., except Sundays and holidays
Louis Street, east side, from the north line of Seventh Street northwardly a distance of 80 feet	At any time
Main Street, south side, from the southeast corner of the intersection of Main Street and Lafayette Street, extending a distance of approximately 132 feet east	At any time
Main Street, north side, beginning at a point 60 feet from the west line of Cedar Street thence 22 feet west	From 8:00 A.M. to 8:00 P.M., except Sundays and holidays
Market Street, west side, between the south line of Front Street and a point 75 feet south of the south line of Front Street	Between 7:00 A.M. and 6:00 P.M. on any day except Sundays and holidays
Market Street, east side, between the south line of Front Street and a point 35 feet south of the south line of Front Street	

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE EAST FIFTH STREET ROADWAY AND ADA IMPROVEMENTS PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, this section of East Fifth Street provides a vital transportation corridor from Highway 100 to International Avenue; and

WHEREAS, no pedestrian sidewalk exists and is needed; and

WHEREAS, curb and gutter is in need of repair; and

WHEREAS, sidewalks and ADA ramps will be added to one side of the roadway and constructed to ADA compliance to support a bikeable/walkable community; and

WHEREAS, grant money for such project is available through the East-West Gateway Council of Governments.

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

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Surface Transportation Block Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the East Fifth Street Roadway and ADA Improvements Project.

SECTION 2: That the City Engineer is hereby authorized and directed to execute said Surface Transportation Block Grant Application on behalf of the City of Washington, Missouri.

SECTION 3: That the said Surface Transportation Block Grant Application provides for the process of granting an agreement between the Missouri Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	12,036
<i>Grant</i>	\$	2,407,120
<i>City Match</i>	\$	601,780
<i>Total</i>	\$	3,020,936

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

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



December 21, 2023

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

RE: Resolution – E Fifth Street STP Application

Dear Mayor and City Council Members:

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

E FIFTH STREET ROADWAY AND ADA IMPROVEMENTS

This project will overlay, remove and replace curb and gutter, and make add ADA Sidewalks along E Fifth Street from Highway 100 to International Avenue. The following is the funding breakdown:

<i>Application Fee</i>	\$	12,036
<i>Grant</i>	\$	2,407,120
<i>City Match</i>	\$	601,780
<i>Total</i>	\$	3,020,936

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

Respectfully submitted,

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

Charles Stankovic, P.E.
City Engineer

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE FRONT STREET ADA IMPROVEMENTS PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, this section of Front Street provides a vital transportation corridor from Jefferson Street to Stafford Street; and

WHEREAS, the pedestrian crosswalks are not ADA compliant and are in disrepair; and

WHEREAS, curb and gutter is in need of reconstruction; and

WHEREAS, sidewalks and ADA ramps will be removed and replaced to repair their deteriorating condition and bring into ADA compliance to support a bikeable/walkable community; and

WHEREAS, grant money for such project is available through the East-West Gateway Council of Governments.

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

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Surface Transportation Block Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the Front Street ADA Improvements Project.

SECTION 2: That the City Engineer is hereby authorized and directed to execute said Surface Transportation Block Grant Application on behalf of the City of Washington, Missouri.

SECTION 3: That the said Surface Transportation Block Grant Application provides for the process of granting an agreement between the Missouri Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	6,608
<i>Grant</i>	\$	1,321,532
<i>City Match</i>	\$	330,383
<i>Total</i>	\$	1,658,523

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

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



December 21, 2023

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

RE: Resolution – Front Street STP Application

Dear Mayor and City Council Members:

In the 2021 grant cycle, we applied for the same project and were awarded the project. Unfortunately the estimate for construction of this project has increased from \$962,000 to \$1,651,915 since the application was submitted, due to rising inflation. The City is responsible for 100% of the cost over the initial amount requested. To recover these costs construction funds can be returned to East-West Gateway and reapplied for this year. The following resolution authorizes the City to reapply of funding through East-West Gateway for the following project:

FRONT STREET ADA IMPROVEMENTS

This project will overlay, remove and replace curb and gutter, make stormwater and ADA improvements including brick paver crosswalks along Front Street from Jefferson Street to Stafford Street. The following is the funding breakdown:

<i>Application Fee</i>	\$	6,608
<i>Grant</i>	\$	1,321,532
<i>City Match</i>	\$	330,383
<i>Total</i>	\$	1,658,523

If awarded the project, it would be funding out of the City's ½ cent transportation sales tax. The PE design and Right-of-Way funds were retained and work will continue on the project in those areas, working to have the project shovel ready by the time grants are awarded. If awarded this would potentially save the City \$551,932 in construction costs.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles Stankovic". The signature is written in a cursive, flowing style.

Charles Stankovic, P.E.
City Engineer



RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE HIGH STREET RECONSTRUCTION AND ADA IMPROVEMENTS PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, this section of High Street provides a vital transportation corridor from Fifth Street to Front Street; and

WHEREAS, the pedestrian crosswalks are not ADA compliant and are in disrepair; and

WHEREAS, curb and gutter is in need of reconstruction; and

WHEREAS, sidewalks and ADA ramps will be removed and replaced to repair their deteriorating condition and bring into ADA compliance to support a bikeable/walkable community; and

WHEREAS, grant money for such project is available through the East-West Gateway Council of Governments.

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

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Surface Transportation Block Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the High Street Reconstruction and ADA Improvements Project.

SECTION 2: That the City Engineer is hereby authorized and directed to execute said Surface Transportation Block Grant Application on behalf of the City of Washington, Missouri.

SECTION 3: That the said Surface Transportation Block Grant Application provides for the process of granting an agreement between the Missouri Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	6,593
<i>Grant</i>	\$	1,318,405
<i>City Match</i>	\$	329,601
<i>Total</i>	\$	1,654,599

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

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



December 21, 2023

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

RE: Resolution – High Street STBG Application

Dear Mayor and City Council Members:

In the 2021 grant cycle, we applied for the same project and were awarded the project. Unfortunately the estimate for construction of this project has increased from \$1,093,750 to \$1,648,006 since the application was submitted due to rising inflation. The City is responsible for 100% of the cost over the initial amount requested. To recover these costs construction funds can be returned to East-West Gateway and reapplied for this year. The following resolution authorizes the City to reapply of funding through East-West Gateway for the following project:

HIGH STREET RECONSTRUCTION AND ADA IMPROVEMENTS

This project will overlay, remove and replace curb and gutter, and make ADA improvements along High Street from Fifth Street to Front Street. The following is the funding breakdown:

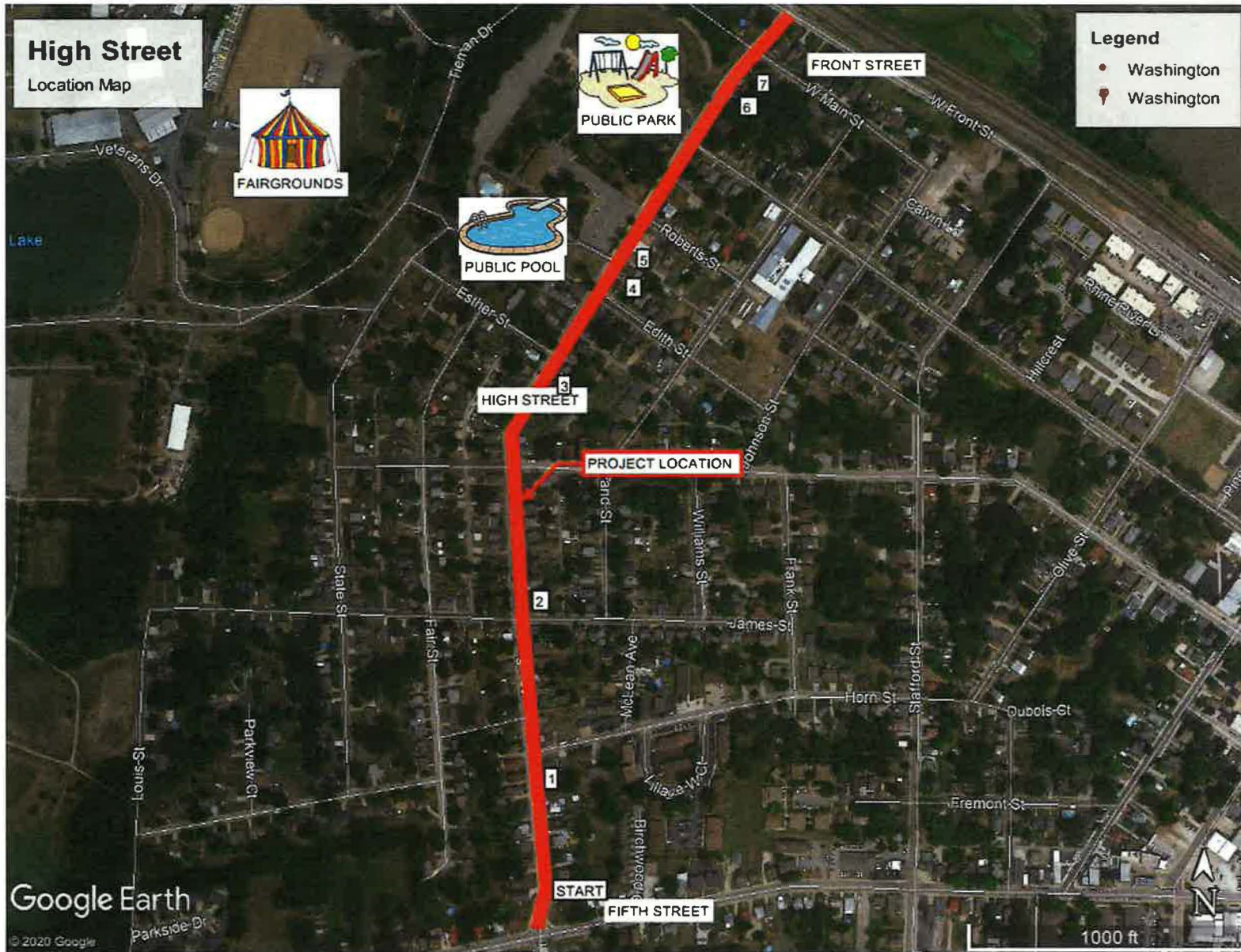
<i>Application Fee</i>	\$	6,593
<i>Grant</i>	\$	1,318,405
<i>City Match</i>	\$	329,601
<i>Total</i>	\$	1,654,599

If awarded the project, it would be funding out of the City's ½ cent transportation sales tax. The PE design and Right-of-Way Funds were retained and work will continue on the project in those areas, working to have the project shovel ready by the time grants are awarded. If awarded this would potentially save the City \$443,405 in construction costs.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles Stankovic". The signature is written in a cursive style with a large initial "C".

Charles Stankovic, P.E.
City Engineer



RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE HIGHWAY 100/EAST FIFTH STREET INTERSECTION IMPROVEMENTS PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

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

WHEREAS, the pedestrian sidewalks are to be extended for future connection to promote alternative modes of transportation; and

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

WHEREAS, grant money for such project is available through the East-West Gateway Council of Governments.

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

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Congestion Mitigation and Air Quality Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the Highway 100/East Fifth Street Intersection Improvements Project.

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

SECTION 3: That the said Congestion Mitigation and Air Quality Grant Application provides for the process of granting an agreement between the Missouri Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	4,532
<i>Grant</i>	\$	906,273
<i>City Match</i>	\$	226,568
<i>Total</i>	\$	1,137,373

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

(Seal)

Passed: _____

ATTEST: _____

Approved: _____

ATTEST: _____

President of City Council

Mayor of Washington, Missouri

Tj



December 21, 2023

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

RE: Resolution – E Fifth Street CMAQ Application

Dear Mayor and City Council Members:

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

HIGHWAY 100/E FIFTH STREET INTERSECTION IMPROVEMENT

This project will add a right turn and additional left lane on E Fifth Street onto Highway 100, and add pedestrian facilities. The following is the funding breakdown:

<i>Application Fee</i>	\$	4,532
<i>Grant</i>	\$	906,273
<i>City Match</i>	\$	226,568
<i>Total</i>	\$	1,137,373

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

Respectfully submitted,

Charles Stankovic, P.E.

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

City Engineer

7j

RECYCLE

Beyond the bag



Recycle your household plastic bags & wrap into Trex's Earth-friendly composite bench.

From your pantry

- Ziplock & other reclosable bags
- Cereal box liners
- Case overwrap (from water/soda bottle cases)
- Bread bags

From your front door

- Newspaper sleeves
- Dry cleaning bags
- Bubble wrap
- Plastic e-commerce mailers

From the store

- Produce bags
- Store bags
- Ice bags



Recycle Box Locations

- Washington Public Library
- Washington City Hall
- First State Community Bank
 - Starting the 2nd week of January
 - 1801 Bedford Center Drive



The Washington Parks & Recreation Commission is sponsoring the NextTrex Recycling Challenge. After 1,000 lbs of plastic is donated, the City will receive a high-performance composite bench.



PARKS & RECREATION
CITY OF WASHINGTON

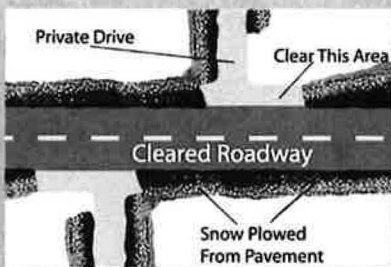
For questions, call the Parks & Recreation Department at (636) 390-1080, or email parks@washmo.gov

WINTER SNOW REMOVAL

Winter Storm Tips

The City of Washington strives for quick and safe snow removal from the city streets in minimal time. Streets are managed by giving priority to providing access for emergency vehicles in the following order: Major thoroughfares and collector streets, minor collector streets and longer residential streets, shorter residential streets and cul de sacs. After completion, the crews will work to "widen out" and clear all streets.

How can I help?



- ❄ Always shovel to the right side rather than into the street.
- ❄ Try to shovel beyond the curb. Clear an area 2 feet past the end of your driveway.
- ❄ Shovel an area 2x15 up the street from your driveway (direction plow truck will be coming from).
- ❄ Keep your mailbox clear to ensure mail delivery. City crews must keep a few feet away from the mailboxes to avoid damaging them.
- ❄ Start clearing snow early! Fresh snow weighs less than old snow that compacts and becomes wet and difficult to shovel.

Ice & snow... take it slow!

Driving

Avoid unnecessary driving and stay off the roadways whenever possible during winter storms. Please do not try to pass Snowplows. Stay back. Stay Safe. Give the plows room to work. Remember to clean off your car and headlights.

Parking

Please park in your driveway during winter storms. Plows need to avoid parked vehicles, which can result in piles of snow on the roadway. Never park in front of your driveway, as this can result in your vehicle being blocked in by the snow plows.

Questions?

Call 636.390.1032



WASHMO.GOV