

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
 MONDAY, MARCH 18, 2024 - 7:00 P.M.  
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED  
 COUNCIL ACTION**

**1. INTRODUCTORY ITEMS:**

- |  |                   |      |
|--|-------------------|------|
| Roll Call / Pledge of Allegiance                                 | Need Motion/Mayor | Memo |
| Approval of the Minutes from the March 4, 2024, Council Meetings |                   |      |
| <u>Approval and Adjustment of Agenda</u>                         | Need Motion/Mayor | Memo |

**2. PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Reappointments**

- |                                  |               |      |
|----------------------------------|---------------|------|
| a. Urban Forestry Reappointments | Approve/Mayor | Memo |
|----------------------------------|---------------|------|

**3. PUBLIC HEARINGS:**

**4. CITIZENS COMMENTS:**

**5. UNFINISHED BUSINESS:**

**6. REPORT OF DEPARTMENT HEADS:**

- |                                  |            |  |
|----------------------------------|------------|--|
| a. Cigar Bar Exemption Ordinance | Discussion |  |
|----------------------------------|------------|--|

**7. ORDINANCES/RESOLUTIONS:**

- |   |                            |      |
|---|----------------------------|------|
| a. An ordinance accepting the Proposal for Professional Design Services with Cochran Engineering for the Main Stage Roof and amend the 2023/2024 Budget.  | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance accepting the Bid from Public Safety Upfitters LLC for Installation of Warning Devices and Radios and amend the 2023/2024 Budget.   | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance accepting the Proposal from Radio Comm Co. for L3Harris Mobile Radios and amend the 2023/2024 Budget.   | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Contract with Modern Pool Management Corporation dba Midwest Pool Management for Operations and Maintenance Services of the Agnes Nolting Aquatic Complex. | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance authorizing and directing the execution of a Contract Agreement by and between the City of Washington, Missouri and E. Meier Contracting Inc. for the 2024 Parking Lots Asphalt Paving Project.                                       | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance authorizing and directing the execution of a Sanitary Sewer Easement Agreement by and between the City of Washington, Missouri and Little Elm, LLC.   | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the execution of a Sanitary Sewer Easement Agreement by and between the City of Washington, Missouri and Big Elm, LLC.  | Read & Int/Read/Vote/Mayor | Memo |

- h. 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
- i. An ordinance amending Schedule XIII, Loading and Unloading Zones of the Code of the City of Washington, Missouri. Read & Int/Read/Vote/Mayor    Memo

**8. COMMISSION, COMMITTEE AND BOARD REPORTS:**

**9. MAYOR’S REPORT:**

**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. E-Cycle Collection Event – April 13, 2024

**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, MARCH 14, 2024  
 A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov)

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, MARCH 4, 2024**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, March 4, 2024, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

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

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Economic Development Director	Sal Maniaci
	Police Chief	Jim Armstrong
	City Engineer	Charles Stankovic

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 February 20, 2024, Council Meeting

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

**Approval and Adjustment of Agenda**

A motion to accept and approve the agenda accordingly made by Councilmember Patke, seconded by Councilmember Behr, passed without dissent.

*(Remaining of page intentionally left blank)*

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Reappointments:**

\* Police Department Reappointment

*February 27, 2024*

*City Council*

*City of Washington*

*Washington, Missouri*

*Dear Council Members:*

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

*NAME*

*DATE EFFECTIVE*

*DATE EXPIRES*

*Rebecca Chaplin*

*March 18, 2024*

*March 18, 2025*

*Police Officer*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

A motion to accept and approve the reappointment made by Councilmember Wessels, seconded by Councilmember Patke, passed without dissent.

**PUBLIC HEARINGS**

\* None

**CITIZENS COMMENTS**

\* None

**UNFINISHED BUSINESS**

\* None

**REPORT OF DEPARTMENT HEADS**

\* None

**ORDINANCES/RESOLUTIONS**

**Bill No. 24-12959, Ordinance No. 24-13927, an ordinance accepting the Quote from Mid-State Petroleum Equipment, Inc. for the purchase of a new Fuel Pump at the Washington Regional Airport.**

The ordinance was introduced by Councilmember Behr.

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

**COMMISSION, COMMITTEE AND BOARD REPORTS**

\* None

**MAYOR'S REPORT**

- \* Attended the 100<sup>th</sup> Anniversary Celebration of the Washington Public Library and Family Reading Night.

**CITY ADMINISTRATOR'S REPORT**

- \* None

**COUNCIL COMMENTS**

- \* Brief discussion on the Local Option Use Tax.
- \* Brief discussion on sewer rate increases.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 7:13 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

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Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

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

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

Attest: \_\_\_\_\_  
City Clerk

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



March 11, 2024

City Council  
City of Washington  
Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Urban Forestry Council:

Dave Wehmeyer – term ending March 2027

Franz Mayer – term ending March 2027

William Davit – term ending March 2027

Gavin Woolley – term ending March 2027

Respectfully Submitted,

James D. Hagedorn  
Mayor

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

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

AN ORDINANCE ACCEPTING THE PROPOSAL FOR  
PROFESSIONAL DESIGN SERVICES WITH COCHRAN  
ENGINEERING FOR THE MAIN STAGE ROOF AND AMEND  
THE 2023/2024 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 with Cochran Engineering, 530A East Independence Dr., Union, MO to provide Professional Design Services for the Main Stage Roof. A copy of said proposal is attached hereto and marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2023/2024 Budget as follows:  
Capital Improvement Sales Tax Fund – Increase of \$19,000 for Professional Design Services for Main Stage Roof (260-21-000-541100 Improvements Other Than Buildings).

SECTION 3: Vendor shall meet all specifications as indicated in specifications.

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

SECTION 5: This ordinance shall take effect and be in full force from and after its passage and approval.

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

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

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

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

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

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



March 5, 2024

Mr. Darren Lamb  
City Administrator  
City of Washington  
405 Jefferson Street  
Washington, MO 63090

SENT VIA: Email  
([dlamb@washmo.gov](mailto:dlamb@washmo.gov))

RE: Proposal – Professional Design Services  
Washington Fair Main Stage Roof  
Washington, Missouri

Dear Mr. Lamb:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the proposed main stage roof project. It includes the bid and construction administration, and construction inspection. In accordance with our discussions we offer the following professional services:

**SCOPE OF WORK:**

**BIDDING AND CONSTRUCTION ADMINISTRATION**

We will bill on a time and materials basis for Bidding and Construction Administration.

**BIDDING ADMINISTRATION**

1. Attendance at pre-bid conference.
2. Questions and answers during the bid process.
3. Preparation and distribution of Addenda as required.
4. Review of bids & recommendation to awarded contractor.

**CONSTRUCTION ADMINISTRATION**

1. Preconstruction meeting.
2. Review of shop drawings and submittals.
3. (3) site visits to review construction progress.
4. Prepare and distribute clarification documents and interpretations for contractors.
5. (1) Site Visit for Final walk-through and to prepare Punchlist for Contractor.

**CONSTRUCTION INSPECTION**

1. Certified field and lab technicians to perform materials sampling and testing as detailed on the attached Lab and Labor Estimate sheet.
2. AASHTO Accredited Laboratory to provide lab testing of sampled materials
3. Administrative, Project Management, Coordination, Mileage and Drive time Associated with Services
4. Ten (10) trips have been allocated for the completion of this work in the quoted fee; they are outlined as follows:
  - a. Three (3) trips for sample and testing of pier pads

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	1163 Maple Street Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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- b. One (1) trip for sample and testing of miscellaneous slab repair
  - c. Two (2) trips for compaction of miscellaneous trench and base
  - d. One (1) trip for compaction of asphalt roadway
  - e. Four (4) trips for structural steel inspection
  - f. Four (4) trips for sample pick up
5. The lab work included in the quoted fee is outlined as follows:
- a. Two (2) days rental of the Nuclear Density Gauge
  - b. Twenty (20) Compressive Strength of Concrete Cylinders (4"x8")
  - c. Two (2) Standard Proctor

**SERVICES NOT INCLUDED:**

- 1. Geotechnical Design and Topological Survey.
- 2. Site retaining wall design.
- 3. Mechanical, Plumbing, and Fire Protection Design.
- 4. Concert Lighting and Audio Design.
- 5. Landscaping design.
- 6. Off-site utility extensions.
- 7. Construction stakeout.
- 8. Any zoning or approval process associated with the site or building, or attendance at public meetings.
- 9. As-built documents of contractor's field markups.\*
- 10. Any items not listed in scope of work.

\*Cochran may provide under separate contract.

**OWNER'S RESPONSIBILITY:**

- 1. The Owner will provide a geotechnical report that was completed on the original stage design. It is assumed this will be sufficient for use in the project.
- 2. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
- 3. Advertisement and receipt of construction bids.
- 4. General day-to-day review of construction.

**FEE:**

Based on the included scope of work, the total amount of fee to be paid for the professional services outlined in this proposal shall be billed on a time and materials basis, with a maximum not to exceed fee. This fee is good for a period of thirty (30) days from the date of this proposal.

<b><i>Bidding and Construction Administration</i></b>	<b>\$ 11,591.70</b>
<b><i>Construction Inspection</i></b>	<b>\$ 7,408.30</b>
<b><i>Total Architectural &amp; Engineering Fee (Maximum not to exceed)</i></b>	<b>\$ 19,000.00</b>

- 1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed \$500.00.

Initials \_\_\_\_\_

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2. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

**PAYMENT:**

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

**TIME OF PERFORMANCE:**

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

**TERMS AND CONDITIONS:**

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

**GENERAL:**

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



Joseph A. McGowan  
Cochran

Acceptance:  
City of Washington

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

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

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

Attachments: Standard Charge Out Rates  
Cochran Terms & Conditions

Initials \_\_\_\_\_

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### 2024 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.  
Effective January 1, 2024, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

**Note:**

\*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.  
\*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

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Testing and Inspection						
Field Testing and Inspection	PERSONNEL TYPE	DESCRIPTION OF WORK ITEM	MATERIAL	WORK DAYS	HOURS/DAY	TOTAL HOURS
	Engineer/Survey Tech 4	Pier Pad - Sample and Test	Concrete	3	3	9
	Engineer/Survey Tech 4	Misc. Slab Repair - Sample and Test	Concrete	1	3	3
	Engineer/Survey Tech 4	Misc. Trench and Base - Compaction	Soil	2	3	6
	Special Inspector	Structural Steel Inspection - Observation	Steel	4	3	12
	Engineer/Survey Tech 4	Sample Pick up	Concrete	4	0.5	2
Lab Testing	EXPENCE ITEMS		MATERIAL	FREQUENCY		QTY
	Atterberg Limits		Subgrade	1 per type		2
	Standard Proctor		Subgrade	1 per type		2
	Compressive Strength of Concrete Cylinder (4"x8", 6"x12")		Concrete	5 per test (7, 28, 28, 28, Hold)		20
	Nuclear Density Gauge		Subgrade	1 per day		2
Project Management	PERSONNEL TYPE	DESCRIPTION OF WORK ITEM	WORK DAYS	HOURS/DAY	TOTAL HOURS	
	Engineer/Survey Tech 1	Reporting, correspondance and scheduling.	10	0.75	7.5	
	Administration	Project administration	10	0.5	5	
					<b>Total</b>	<b>\$7,408.30</b>

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**2024  
FEE SCHEDULE**

**Effective July 1, 2023, these rates will apply to all projects performed on a time and expense basis.**

**LABORATORY TESTING**

<b><u>Asphalt</u></b>	<u>Test Method</u>			<u>Unit</u>	<u>Price</u>
	<u>ASTM</u>	<u>AASHTO</u>	<u>MoDOT</u>		
Asphalt Binder Content of Asphalt Mixtures by the Nuclear Method	D4125	T 287	TM-54	each	\$110.00
Asphalt Binder Content of HMA by the Ignition Method	D6307	T 308		each	\$165.00
Asphalt Binder Content of HMA with Washed Gradation - Ignition Method				each	\$250.00
RAP or Aggregate Correction Factor (for use with AC Content - Burn Off Method)			TM-77	each	\$140.00
Asphalt Calibration Curve for Nuclear Asphalt Content Gauge - 3 points				each	\$330.00
Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	D2726	T 166		each	\$50.00
Thickness or Height of Compacted Bituminous Paving Mixture Specimens	D3549			each	\$20.00
<b><u>Concrete</u></b>					
Compressive Strength of Concrete Core (includes sawcutting one end)	C39	T 22		each	\$45.00
Compressive Strength of Concrete Cylinder (4"x8", 6"x12")	C39	T 22		each	\$17.00
Compressive Strength of Grout (Prism or Cube)	C1019			each	\$23.00
Compressive Strength of Mortar Cylinder (2"x4")	C39	T 22		each	\$20.00
Flexural Strength of Concrete Beam	C78	T 97		each	\$75.00
Sawcut Cylinders Ends (to meet ASTM standards)				each	\$15.00
Measuring Length of Drilled Concrete Cores	C174	T 148		each	\$35.00
Concrete Trial Mix Verification				mix	Call for pricing
<b><u>Soil</u></b>					
Atterberg Limits	D4318	T 89/90		each	\$115.00
California Bearing Ratio	D1883	T 193		each	\$200.00
Density of Soil in Place by the Drive-Cylinder Method	D2937			each	\$45.00
Modified Proctor	D1557	T 180		each	\$285.00
Moisture Content of Soil	D2216	T 265		each	\$30.00
pH Value	G51	T 289		each	\$50.00
Resistivity	G187	T 288		each	\$150.00
Standard Proctor	D698	T 99		each	\$225.00
Unconfined Compressive Strength of Cohesive Soil	D2166	T 208		each	\$90.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Soil	C117	T 11		each	\$80.00

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**LABORATORY TESTING**

	Test Method			Unit	Price
	ASTM	AASHTO	MoDOT		
<b>Aggregates</b>					
Deleterious Content of Aggregate (Concrete, Asphalt and Base)			TM-71	each	\$80.00
Flat and Elongated Particles in Coarse Aggregate	D4791			each	\$90.00
Moisture Content of Aggregate	C566	T 255		each	\$30.00
Specific Gravity and Absorption of Fine Aggregate	C128	T 84		each	\$140.00
Specific Gravity and Absorption of Coarse Aggregate	C127	T 85		each	\$90.00
Sieve Analysis of Fine and Coarse Aggregates	C136	T 27		each	\$90.00
Bulk Density ("Unit Weight") and Voids in Aggregate	C29	T 19		each	\$70.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Aggregate	C117	T 11		each	\$80.00
<b>Rock</b>					
Compressive Strength of Rock Core	C39	T 22		each	\$40.00
Rock Core Photograph				each	\$25.00
<b>Additional Field Services</b>					
Rebound Hammer Test				day	\$25.00
Coring Bit Wear (Asphalt and Concrete)				inch	\$6.00
Coring Equipment Rental				day	\$75.00
Trailer for Curing Concrete Cylinders and Beams				day	\$100.00
Nuclear Density Gauge				day	\$35.00
Measurement of Pavement Surface Texture Depth by the Sand-Patch Method			TM-19	each	\$20.00
Cylinder Molds				each	\$1.00
Vapor Emissions				each	\$17.50
UTV Rental				day	\$100.00

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## COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**





March 12, 2024

Honorable Mayor and City Council  
Washington, MO 63090

Re: Mainstage Roof

Dear Mayor and Council,

At the March 4<sup>th</sup> City Council meeting, the mainstage roof was discussed and the possibility of transferring dedicated funds for other fairground improvements to the project to help offset the increased price. As staff reported to you, in 2021 the City Council voted to increase the amount to approximately \$482,500.

The consensus from the March 4<sup>th</sup> meeting was to move forward with receiving bids again for the mainstage roof to determine the cost. The attached contract would be with Cochran Engineering to continue their previous contract by putting the project out to bid and should the City move forward with the low bid it would also include construction inspection of the structure.

Attached is a contract for both the bidding and construction inspection (two separate phases) not to exceed \$19,000. A budget amendment is required to proceed. The \$19,000 for the professional design services will be transferred from the \$482,500 budgeted in the Capital Improvement Sales Tax Fund in 2025 to the 2023/2024 Capital Improvement Sales Tax Fund.

Staff recommends approval of the contract.

Sincerely,

Darren Lamb, AICP  
City Administrator

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

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

AN ORDINANCE ACCEPTING THE BID FROM PUBLIC SAFETY UPFITTERS LLC FOR INSTALLATION OF WARNING DEVICES AND RADIOS AND AMEND THE 2023/2024 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 Bid from Public Safety Upfitters LLC in an amount not to exceed Fifteen Thousand Seven Hundred, Eighty Eight Dollars (\$15,788.00) for the installation of warning devices and radios. A copy of said bid is attached hereto and marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2023/2024 Budget as follows:  
Machinery & Equipment – Increase of \$14,660.00 for the installation of warning devices and radios (004-24-000-542200).

Fire Department Reserve Fund – Decrease of \$14,660.00 for the installation of warning devices and radios (004-341000).

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



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

**EXHIBIT A**

Representative: Scott Duerfahrd  
 Cell: 314 807-5480

Client: Washington Fire Department  
 Attn: Mark Skornia  
 Address: 200 East 14th Street  
 Washington Mo 63090  
 Phone: 636 221-4672  
 Email: [mskornia@washmo.gov](mailto:mskornia@washmo.gov)

Date: 2/22/2023  
 Customer's PO:

**2023 Chevy Silverado 3500 crew**

All quotes are good for 20 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	<b>Jotto console:</b>		
1	425-6445 standard wide body console with locking lid	\$ 548.00	\$ 548.00
1	425-6659 silverado floor plate 2020+	\$ 167.00	\$ 167.00
1	425-3704 dual cup holder	\$ 45.63	\$ 45.00
1	425-1848 arm rest hinged	\$ 129.00	\$ 129.00
1	425-6164 2-12v dc and 2-USB ports	\$ 83.00	\$ 83.00
	<b>Faceplates</b>		
1	Z3 Siren		N/C
2	Radio Harris XL-200M 2 per vehicle		N/C
2	48843, Amphenol RFX connector includes shipping	\$ 9.00	\$ 18.00
1	CV2ANTNCG-R, antenna fender bracket, passenger includes shipping	\$ 38.00	\$ 38.00
1	CV2ANTNCG, antenna fender bracket, driver side includes shipping	\$ 38.00	\$ 38.00
	<b>customer must supply radios and antennas</b>		
	<b>notes on bid for fuse block... W/ 2 extra circuits</b>		inc.

	<b>additional radio and duplexer hidden and mounted in console for repeater</b>		inc.
	<b>Light bar:</b>		
1	25-30996-C PT 53 inch Code 3 Pursuit, dual level, red to front top and top sides - amber to lower rear, white full scene light to lower level front and sides arrow included	\$ 2,050.00	\$ 2,050.00
1	Hook kit for chevy Silverado2500 2023		N/C
	<b>Rear service body work lights:</b>		
2	CW0801 Corner compartment light, 21.5" , 45 degree	\$ 52.00	\$ 104.00
	<b>mounted on sides of inside steps of walk areaon both sides pointing down</b>		
2	switch for these lights on console and in back bed area	\$ 25.00	\$ 50.00
	<b>Drivers Side A Post unity light:</b>		
1	218036-0002 led spot light chevy 2500+ left hand	\$ 419.00	\$ 419.00
1	8938 bracket for spotlight mount	\$ 59.00	\$ 59.00
1	unity freight	\$ 25.00	\$ 25.00
	<b>Siren and Speaker:</b>		
1	Z3SXP-1 Z 3 siren remote head with banshee low frequency siren built in	\$ 894.00	\$ 894.00
	wants all lights to go to slow flash by Aux button on siren using 2 expansion modules		
2	C3900L code 3 100 watt speaker and L bracket	\$ 205.00	\$ 410.00
	<b>Front Grille Lights:</b>		
2	CD3802RB red/Blue megathin led light flush to grille	\$ 79.00	\$ 158.00
1	PSU-CCB-GUB-2500HD set of brackets upper for 2500-3500 chevy	\$ 39.00	\$ 39.00
	<b>side running board lights:</b>		
1	C3RNRDC-60L-BWRW	\$ 289.00	\$ 578.00
1	C3RNRDC-60R-BWRW	\$ 289.00	\$ 578.00
2	custom running board brackets for chevy (Dan)	\$ 60.00	\$ 120.00
	white scene light option		
	<b>Above rear wheel wells:</b>		
2	CD3802RB red/Blue megathin led light flush to grille	\$ 79.00	\$ 158.00
	surface mount on body above wheel		
	<b>rear lower body area: flush mounted</b>		
1	CD3802RB red/Blue megathin led light flush to grille	\$ 79.00	\$ 79.00
	bottom left light only flash blue		
1	CD3802RB red/Blue megathin led light flush to grille	\$ 79.00	\$ 79.00
	bottom right light only flash red		
	lights mounted to lower body corners of rear		

	<b>Rear service Body warning:</b>		
1	CD3802RA red/Blue megathin led light flush to grille	\$ 89.00	\$ 89.00
1	CD3802BA red/Blue megathin led light flush to grille	\$ 89.00	\$ 89.00
	<b>one each side of rear</b>		
	<b>top left ONLY FLASH amber all the time off ignition</b>		
	top right flash Blue only flash		
	<b>12 Volt power Strip:</b>		
1	5035 BLUE SEAS FUSE BLOCK ST Blade Fuse Block - 6 Independent Circuits with Cover customer wants: <i>Provide 1 20A, 6- position 12VDC terminal strip with insulating cover and 1 6 position ground strip for additional equipment in service body</i> <b>POWERED OF AN IGNITION SENSE CIRCUIT</b>	\$ 69.00	\$ 69.00
	<b>Rear LED Utility Light:</b>		
2	CW4020 led floodlight adjustable 3050 lumens	\$ 220.00	\$ 440.00
	<b>top mounted one on each side rear of service body</b>		
2	switch for these lights on console and in back bed area	\$ 25.00	\$ 50.00
	<b>Kusmaul:</b>		
1	091-55-15-120BLK super auto eject RED color	\$ 345.00	\$ 345.00
1	091-200-12-IND Kusmaul charging system	\$ 1,145.00	\$ 1,145.00
	includes freight		
	<i>Kusmaul added wire for build:</i>		
1	20ft of 2.0 ga. red wire	\$ 69.00	\$ 69.00
1	5ft of 2.0 ga. black wire	\$ 19.00	\$ 19.00
1	<b>15 amp duplex receptacle mounted in compartment of service body - location TBD at install</b>	\$ 60.00	\$ 60.00
1	<b>15 amp duplex receptacle mounted in crew cab - location TBD at install</b>	\$ 60.00	\$ 60.00
	<b>Inverter:</b>		
1	SAMSAM-2000-12 2000 wat inverter plus freight inc.	\$ 399.00	\$ 399.00
1	wire up and install customer provided back up camera 2 hours labor		inc
1	wire up sams inverter and install		inc
1	code 3 freight	\$ 45.00	\$ 45.00
	Expansion module		
2	for lights to switch to slow flash off siren box aux button	\$ 169.00	\$ 338.00
1	Blue seas Fuse Block standard	\$ 55.00	\$ 55.00
<b>Equipment Total</b>			\$ 10,138.00
<b>Install labor hours @ 130.00 per vehicle</b>		42.5	\$ 5,525.00
<b>Install materials*</b>			\$ 125.00
<b>Grand Total</b>			\$ 15,788.00

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

### Public Safety Upfitters Install Promise

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

For the convenience of customers, we offer the ability to pay by credit card. In order to keep costs down for all customers, a 4% fee will be added to all invoices paid by credit card in person, and a 6% fee will be added to all invoices paid by credit card over the phone.

\_\_\_\_\_ Initial

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

\_\_\_\_\_ Initial

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

\_\_\_\_\_ Initial

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

### Signature and Date

--	--

Client Signature

Date

--	--

Representatives Signature

Date

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



March 12, 2024

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

RE: Response Truck & Budget Amendment

Dear Honorable Mayor and City Council Members:

Attached you will find an ordinance and bid for the upfitting for a one-ton truck. This upfitting includes the installation of warning devices and radios. Bids were received from Public Safety Upfitters (PSU) for \$15,788 and VIP for \$16,088.38. A bid was requested from Defender Product Solutions, however, that company declined to bid.

The budgeted amount is \$30,000 for this vehicle as well as two command vehicles. There is \$1,128 remaining in this line item. The lowest bid was from PSU for \$15,788. The amount of \$14,660 is over budgeted and is requested to be utilized from the fire department reserve fund to complete the project.

The new Chevrolet truck was delivered in November and is presently having the service bed installed and painted at Knapheide as previously approved. It is anticipated these vehicles will be in service sometime in May.

If you have any questions, please let me know.

Yours in service,

Tim Frankenberg, CFPS, CSP  
Fire Chief



# PUBLIC SAFETY UPFITTERS LLC

1724 B WESTPARK CENTER  
FENTON, MISSOURI 63026  
(636) 326-8090

Representative: Scott Duerfahrd  
Cell: 314 807-5480

Client: Washington Fire Department  
Attn: Mark Skornia  
Address: 200 East 14th Street  
Washington Mo 63090  
Phone: 636 221-4672  
Email: [mskornia@washmo.gov](mailto:mskornia@washmo.gov)

Date: 2/22/2023  
Customer's PO:

## 2023 Chevy Silverado 3500 crew

All quotes are good for 20 days.

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1	425-6164 2-12v dc and 2-USB ports	\$ 83.00	\$ 83.00
	<b>Faceplates</b>		
1	Z3 Siren		N/C
2	Radio Harris XL-200M 2 per vehicle		N/C
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	<b>customer must supply radios and antennas</b>		
	<b>notes on bid for fuse block... W/ 2 extra circuits</b>		inc.

7b



	<b>additional radio and duplexer hidden and mounted in console for repeater</b>		inc.
	<b>Light bar:</b>		
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	<b>Rear service body work lights:</b>		
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2	switch for these lights on console and in back bed area	\$ 25.00	\$ 50.00
	<b>Drivers Side A Post unity light:</b>		
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Invoices are due Net 30, unless otherwise agreed upon with customer. A 3% fee will be added monthly to all invoices after 30 days. For delinquent accounts, the customer agrees to pay any and all collection fees, attorney fees, and all expenses incurred as a result of attempt to collect the debt.

\_\_\_\_\_ Initial

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

\_\_\_\_\_ Initial

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

### Signature and Date

--	--

Client Signature

Date

--	--

Representatives Signature

Date

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



2/9/2024  
Quote valid for 30 days

1424 Ashby Rd St. Louis MO 63132  
Phone 314.630.2979  
Contact: Tommy Cibulka

**Washington MO Fire**

Qty	ItemNum	Description	Labor	Cost	Total	
	contact	Asst Chief Skornia				
	vehicle	2023 Chevrolet 3500 Service body				
1	BB2DEDE	Whelen Liberty II DUO Wcx 54" D/E/D/E	3.00	\$3,646.00	\$2,646.00	
1	C399	Whelen Cencom Core Wcx Control Center	3.50	\$0.00	\$0.00	
1	CCTL6	Whelen Wecanx Knob/Slide Control Head	0.00	\$0.00	\$0.00	
1	C399K9	OBDii Plug	0.00	\$0.00	\$0.00	
2	SA315P	Whelen Sa315P Speaker, Black Plastic	1.00	\$160.00	\$320.00	
2	SAK1	Whelen Sa-315 Mount Kit Universal	0.00	\$15.00	\$30.00	
1	4256445	Jotto Standard Wide Body with Locking Lid (20" FP) UNIVERSAL	2.50	\$674.00	\$674.00	
1	4256659	Jotto Silverado "T1" 1500 19+ / Silverado 2500 20+ (28" FLP - Front/Rear	0.50	\$206.00	\$206.00	
1	4253704	Jotto 4" Dual ABS Cup Holder (Internally Mounted)	0.20	\$56.00	\$56.00	
1	4253399	Jotto Hinged Armrest	0.20	\$221.00	\$221.00	
1	4256701	USB 12volt faceplate	0.20	\$95.00	\$95.00	
1	4256101	Jotto CenCom, MPC-03, 295SDA/SSA Whelen 4" - 3.4 x 6.82 x 1.586	0.00	\$0.00	\$0.00	
1	4256389	Jotto Unity XG-100M Harris 4" - 3.45 x 7.1 x 1.1	0.00	\$0.00	\$0.00	
2	4253816	Jotto Magnetic Microphone System - Single Pack	0.20	\$45.00	\$90.00	
1	cgx	Havis ChargeGuard-Select	1.00	\$89.00	\$89.00	
1	pslabor	Install Radios	3.00	\$0.00	\$0.00	
2	MB8MI	Antenna mast	1.00	\$20.00	\$40.00	
1	EMMX0152	Antenna	0.00	\$17.00	\$17.00	
1	EMMX0746	Antenna	0.00	\$18.00	\$18.00	
1	218036-0002	Unity Spotlight	2.50	\$445.00	\$445.00	
1	8938	Driver side mounting kit	0.00	\$45.00	\$45.00	
2	ECCEW2102	Ecco Work lights	1.50	\$127.00	\$254.00	REAR WORK LIGHTS
2	PFBP12	Whelen 12 Led Flood Pedestal Mt Black	1.50	\$398.00	\$796.00	FRONT WORKS LIGHTS
2	TLI2J	Whelen Ion T-Series Linear DUO R/B	3.00	\$125.00	\$250.00	GRILLE
3	TLM12D	Whelen Mini Ion T-Series Lt Red/Wht	2.50	\$115.00	\$345.00	RUNNING BOARD
3	TLM12E	Whelen Mini Ion T-Series Lt Blu/Wht	2.50	\$115.00	\$345.00	RUNNING BOARD
2	TLI2J	Whelen Ion T-Series Linear DUO R/B	1.50	\$125.00	\$250.00	ABOVE REAR WHEELS
1	TLIR	Whelen Ion T-Series Linear Lt Red	0.75	\$125.00	\$125.00	LICENSE PLATE
1	TLIB	Whelen Ion T-Series Linear Lt Blue	0.75	\$125.00	\$125.00	LICENSE PLATE
1	TIONBKT1	Whelen Ion T-Series Universal Mount	0.00	\$35.00	\$35.00	
2	TLI2J	Whelen Ion T-Series Linear DUO R/B	1.50	\$125.00	\$250.00	REAR OF SERVICE BODY
1	KUSSMAULKIT	KUSSMAUL AUTO EJECT W/ CHARGER	4.00	\$1,365.00	\$1,365.00	
1	8172000	XANTREX 2000W INVERTER/CHARGER FOR 12VOLT PLUGS	5.00	\$915.00	\$915.00	
<b>Parts Total</b>					<b>\$10,047.00</b>	
<b>Shop Supplies</b>					<b>\$378.88</b>	
<b>Freight</b>					<b>\$250.00</b>	
<b>Labor Total</b> 43.30					<b>\$5,412.50</b>	
<b>GRAND TOTAL Each vehicle</b>					<b>\$16,088.38</b>	

Product lead time 2-4 WEEKS

A signed copy of this quote must be returned to acknowledge acceptance

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date \_\_\_\_\_

**FW: request for quote**

Mark Skornia <mskornia@washmo.gov>

Wed 3/13/2024 9:30 AM

To: Jill Pinter <jpinter@washmo.gov>



**Mark Skornia**

**Assistant Fire Chief**

*Washington Fire Department*

*200 East 14<sup>th</sup> Street*

*Washington, MO 63090*

*Office – 636.390.1020*

*Fax – 636.390.1026*

*Mobile – 636.221.4672*

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

***Officium Supremis Ego***

***Service Above Self***

**From:** Zachary Shepherd <zach@defenderps.com>

**Sent:** Tuesday, February 6, 2024 9:09 AM

**To:** Mark Skornia <mskornia@washmo.gov>

**Cc:** FD Chiefs <fdchiefs@washmo.gov>; Joseph Klak <jklak@washmo.gov>; Harvey Dieckhaus <hdieckhaus@washmo.gov>

**Subject:** RE: request for quote

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call NOC Technology if you have any questions at 314.500.1000

Good morning,

Thank you for requesting a quote for this service truck project, however, I will have to respectfully decline to submit a bid. The equipment that we provide is premium in comparison to the products spec'd, therefore my bid will not be an apples-to-apples comparison. If you choose to spec Sound Off equipment in the future, then I would be more than happy to bid on a level playing field.

Thank you for reaching out,

Zachary Shepherd  
Defender Product Solutions, LLC  
291 Northwest Blvd  
Fenton, MO 63026  
314-285-8780

"We Don't Cheat to Compete!"

7b

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

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

AN ORDINANCE ACCEPTING THE PROPOSAL FROM  
RADIO COMM CO. FOR L3HARRIS MOBILE RADIOS AND  
AMEND THE 2023/2024 BUDGET

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

SECTION 1: The Mayor is hereby authorized to directed to accept the Proposal from Radio Comm Co. in an amount not to exceed Eighteen Thousand Nine Hundred, Eighty Three Dollars and Fifty Four Cents (\$18,983.54) for the purchase of L3Harris Mobile Radios. A copy of said proposal is attached hereto and marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2023/2024 Budget as follows:  
Machinery & Equipment – Increase of \$18,983.54 for the purchase of L3Harris Mobile Radios (004-24-000-542200).

Fire Department Reserve Fund – Decrease of \$18,983.54 for the purchase of L3Harris Mobile Radios (004-341000).

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

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

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

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

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

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

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

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

Exhibit A



QUOTE: 240220

DATE: 2/22/2024

TO: Washington Fire Department

ATTN: Mark Skornia

PHONE: 636-221-4672

EMAIL: mskornia@washmo.gov

Proposal: Public Safety Radio Equipment



QUOTE VALID FOR 30 DAYS FROM DATE ABOVE

ITEM	QTY	ITEM	DESCRIPTION	LIST PRICE	SALE PRICE	EXTENDED SALE PRICE
1a	1	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	\$8,945.00	\$6,821.90	\$6,821.90
	1	XZ-PL4J	FEATURE, VHF BAND			
	1	XZ-PL4L	FEATURE, 700/800 MHZ BAND			
	1	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING			
	1	XZ-CP6A	XL-CH CONTROL HEAD			
	1	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE			
	1	XZ-MA4A	UNIVERSAL MOUNTING KIT			
	1	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY			
	1	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE			
1b	1	NMO-Multiband	Tri-band Antenna System (radio)		\$196.95	\$196.95
	1	231534	136-174/380-520/698-870 MHz 21" mobile antenna			
	1	436486	High frequency enclosed NMO mount with cable			
1c	1	58794	TNC series connector			
1d	1	425-6583	XL series face plate (Jotto Desk)		\$47.50	\$47.50
1e	1	CLP-MMSU	Magnetic Microphone Clip		\$65.50	\$65.50
1f	1	MISC-MOBILE	Mobile radio and antenna installation materials		\$10.00	\$10.00
1f	1	MOB-INSTALL	Mobile radio installation		\$300.00	\$300.00
2a	1	SVR-P350M	P25 Trunked 800 MHz Mobile Repeater	\$6,265.00	\$5,452.00	\$5,452.00
	1	BPF8604	800 MHz preselector filter			
	1	7508-10-1247	XL interface cable			
	1	TCK-203	Interconnect cable kit (filter)			
2b	1	NMO-800MHz	800 MHz Mobile Antenna System (repeater)		\$63.95	\$63.95
	1	MAX8053	806-896 3dB antenna			
	1	436486	High frequency enclosed NMO mount with cable			
1	58794	TNC series connector				
2c	1	NMO-GM19N	Fender Bracket Mount		\$42.95	\$42.95
2d	1	MISC-RPTR	Repeater and antenna installation materials		\$10.00	\$10.00
2e	1	SVR-INSTALL	Mobile repeater setup/installation		\$400.00	\$400.00
3a	1	XL-PPM1P-NA	XL-200P, PARTIAL KEYPAD, GREEN	\$5,935.00	\$4,703.35	\$4,703.35
	1	XL-PKGF3	FEATURE PACKAGE, DUAL BAND VHF+7/800			
	1	XL-PKGPT	FEATURE PACKAGE, P25 TRUNKING			
	1	XL-PA3V	BATTERY, LI-ION, 3100 MAH			
	1	XL-NC5Z	ANTENNA, FLEX, HELICAL, 136-870 MHZ			
3b	1	XL-CH6F	CHARGER, SINGLE BAY + SPARE	\$245.00	\$190.95	\$190.95
3c	1	XL-AE3H	SPKR MIC, XL EXTREME, NFPA 1802, GREEN	\$750.00	\$560.50	\$560.50
Notes/Contingencies:					FCC FEE	
					LABOR	(included)
					SHIPPING	\$117.99
					<b>GRAND TOTAL</b>	<b>\$18,983.54</b>

Payment Terms: 25% due upon order authorization, 25% upon equipment delivery, 50% at project completion

Prepared By: Mark Pollock Email: mpollock@rccradio.com

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

Legal Name of Purchaser

PO Number

Authorized Signature

Title

Date

7C



March 12, 2024

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

RE: L3Harris Mobile Radios & Budget amendment

Dear Honorable Mayor and City Council Members:

Attached you will find an ordinance and bid for the purchase of L3Harris radios and repeater that match the existing fleet for installation in the fire department one-ton vehicle. These radios were budgeted, however, the cost of the radios was more than expected between this vehicle and the command cars.

There is a single bid as Radio Comm Co. is the only local distributor of the L3Harris radio products and has been supporting the City of Washington radio communications with the MOSWIN platform since the warranty period of the radios expired. The installation, programming and troubleshooting of Radio Comm has been quite good in the recent past as well as the warranty repair and replacement of radio equipment.

The budgeted amount was \$20,000 for the radios and that amount was used for the command vehicles. The total bid is \$18,983.54 including the radios, all of the mounting hardware, specific frequency bands and external speakers. The bid amount of \$18,983.54 will need to be utilized from the fire department reserve fund.

The new Chevrolet one ton truck has arrived and is currently having the bed installed. It is anticipated this vehicle will be in service sometime in May.

If you have any questions, please let me know.

Yours in service,

Tim Frankenberg, CFPS, CSP  
Fire Chief



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A CONTRACT WITH MODERN POOL MANAGEMENT CORPORATION DBA MIDWEST POOL MANAGEMENT FOR OPERATIONS AND MAINTENANCE SERVICES OF THE AGNES NOLTING AQUATIC COMPLEX

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

SECTION 1: The Mayor is hereby authorized and directed to enter into a Contract with Modern Pool Management Corporation DBA Midwest Pool Management for operations and maintenance services of the Agnes Nolting Aquatic Complex. A copy of the contract is attached and marked as Exhibit A.

SECTION 2: Contractor shall complete all work as specified or indicated in the contract agreement.

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

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

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

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

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

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

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

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

Exhibit A

**CITY-CONTRACTOR AGREEMENT**

This Consulting Agreement ("Agreement") is entered into effective as of the March 18 day of 2024 ("Effective Date") by and between Modern Pool Management Corporation DBA Midwest Pool Management of America a for-profit corporation with offices located at 156 Weldon Parkway, Maryland Heights, Missouri 63043, ("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. Modern Pool Management Corporation DBA Midwest Pool Management of America 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 an Agreement under which the Contractor is to provide Work as described in this Agreement, currently owned, managed, or otherwise under the stewardship of the City;

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

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

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

**ARTICLE I.  
SCOPE AND DEFINITIONS**

**SECTION A. SCOPE OF THE AGREEMENT**

**Implementation of the Agreement**

**Paragraph 1.1.** This Agreement, and its related Exhibits and Attachments, attached hereto and incorporated herein for all purposes, comprise the entire contract between the City and Contractor concerning the Work. It may be altered only 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 the Bid Document.

**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, County, State, or Federal agency, or other legal authority, as required to conduct the Work.

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

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

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

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

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

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

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

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

## ARTICLE II. CONTRACT ADMINISTRATION

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

#### Subcontracting and Assignments

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

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

**Paragraph 2.2.** The City may assign this Agreement in part or in whole including all rights and obligations to any assignee at its sole discretion and without any prior notice or consent from Contractor including but not limited to any entity that succeeds to any of the rights and obligations to provide governmental type services to the local community, including any city, county or state agency, and/or a newly formed municipality. Upon any such assignment by the City, this Agreement shall remain a valid

and enforceable agreement and the original terms and conditions contained herein, or any properly amended terms and conditions shall remain valid and enforceable. Contractor shall not assign this Agreement, including to any Affiliates, without the City's prior written consent. Any purported assignment without such consent shall be void.

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

### **SECTION B. TERM**

**Paragraph 2.4.** This Agreement shall be effective within ten (10) consecutive calendar days of the date of the Notice to Proceed, and shall be completed by December 31, 2024.

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

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

### **SECTION C. CONTRACT COMMUNICATION**

#### **Notices**

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

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

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

**Modern Pool Management Corporation DBA Midwest Pool Management of America**

Attn: Crissy Withrow

President

156 Weldon Parkway

Maryland Heights, Missouri 63043

Telephone: 314-432-1313

E-mail: cwithrow@midwestpool.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 (hereinafter called Work) 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.

**Paragraph 2.11.** Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (A.D.A.), and the Virginia Gramme-Baker Act (V.G.A.) laws by virtue of the day-to-day operations. Physical plant compliance shall be the responsibility of the City.

**Paragraph 2.12.** Contractor shall pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the resulting contract. The Contractor shall also sign an affidavit affirming that

it does not knowingly employ any person(s) who is an unauthorized alien in connection with the resulting contract pursuant to the above stated Statutes.

### **Contractor as an Independent Contractor**

**Paragraph 2.13.** 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 the 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 2.14.** 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 2.15.** 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 2.16.** 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.

### **Permits**

**Paragraph 2.17.** Contractor shall be solely responsible for obtaining and paying for all permits (local, county, State and Federal) and licenses related to their performance of the Work.

### **Taxes and Fees**

**Paragraph 2.18.** 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**

**Paragraph 2.19.** 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. The City agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, as outlined in Exhibit A, and subject to additions and deductions as provided in these Contract Documents.

**Paragraph 2.20.** At any time during the Term of the Agreement, the City may through a 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 2.21.** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when: the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate for Payment has been issued.

### **Liquidated Damages**

**Paragraph 2.22.** Contractor and City recognize that time is of the essence and that City may suffer financial loss if the maintenance portion of the Work or duties 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 or duties 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 for time and materials, and a 25% fee for administration for said actions taken by the City to remedy the situation.

**Paragraph 2.23.** Contractor and City recognize that time is of the essence and that City may suffer financial loss if the staffing portion of the Work or duties 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 or duties 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 the sum of One Hundred Dollars (\$100.00) for part of any hour for each and every hour per person said Contractor fails, refuses or neglects to perform said obligations.

**Paragraph 2.24.** Contractor and City recognize that time is of the essence and that City may suffer financial loss if the performance of obligations of the Work or duties 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 or duties 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 the sum of Two Thousand Dollars (\$2,000.00) per day for each and every day said Contractor fails, refuses or neglects to perform said obligations until the City reopens and operates the facilities through the balance of the season by other means. In addition, the Contractor shall pay damages for any increase expense



incurred once the City has reopened the facility due to Contractors failure to perform equal to any additional costs incurred by City to operate during the term of this agreement.

Failure to open on time (daily) according to the agreement shall result in a Twenty-Five Dollar (\$25.00) fine for any amount of time under one (1) hour and Fifty Dollars (\$50.00) for each additional hour provided that the failure to open on time was not caused by circumstances beyond control of the Contractor.

Contractor agrees to abide by the uniform policy accepted by the City. The Contractor agrees to pay to the City Twenty-Five Dollar (\$25.00) per each employee not in compliance per day the uniform policy is not followed.

**Paragraph 2.25.** Contractor further agrees to quit and surrender the premises to City upon the expiration or termination of this Agreement. 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 or duties 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 the sum of Two Thousand Dollars (\$2,000.00) per day for each and every day said Contractor continues to occupy said premises after expiration or termination.

#### **Character and Conduct of Contractor's Employees and Subcontractors**

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

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

**Paragraph 2.28.** Care shall be taken by Contractor to prevent damage to property, including buildings, sidewalks, parking lots, lawns, shrubs, flowers, trees, plants, etc. on City-Owned Property.

#### **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.

## **SECTION E. PERFORMANCE AND TERMINATION**

### **Force Majeure**

**Paragraph 2.32.** 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 2.33.** 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 2.34.** 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 2.35, the Contractor has not cured the Event of Default within the applicable cure period:

- A. 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.
- B. 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.

### **Termination Notice: Cancellation of Orders and Subcontracts**

**Paragraph 2.35.** Upon the occurrence of an Event of Default subject to any applicable notice, 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 2.36.** 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**

#### **Contractor's Invoices**

**Paragraph 4.1.** Beginning with the first (1<sup>st</sup>) month after the Commencement Date, Contractor shall submit to the City monthly Applications for Payment, that shows all applicable areas where the Work was performed (i.e. Management Fee, Maintenance Fee, Maximum Not-to-Exceed Fee, and Time and Material Fee. Failure to fully comply with the Application for Payment procedure will cause delay in processing payments.

**Paragraph 4.2.** All Maximum Not-to-Exceed Fees, and Time and Material Fees, must be accompanied by descriptions of the Work (i.e. General Operation, Swim Lessons, Programs, Rentals, Repair, etc.) along with monthly time sheets and/or receipts, etc.. Failure to provide said documentation of Work will cause delay in processing payments.

**Paragraph 4.3.** 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 4.4.** 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.

**Payment of Application for Payment**

**Paragraph 4.5.** Except as provided in the paragraph entitled "Disputed Invoices," the City agrees to pay Contractor's Application for Payment within thirty (30) Days after the City's receipt of the Application for Payment.

**Disputed Applications for Payment**

**Paragraph 4.6.** 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 4.7.** 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 4.8.** 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 4.9.** 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 4.10.** 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.

**Paragraph 4.11.** 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.

**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.** In any and all claims against the City or any of its officers, directors, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any on the Work, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensations, or benefits payable by or for Contractor or any such subcontractor, supplier, or other individual or entity under works' compensation acts, or other employee benefit acts.

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.

**Commercial General Liability**

- \$1,000,000 Each Occurrence
- \$100,000 Damage to Rented Premises
- \$1,000,000 Personal & Adv Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products – Comp/OP AGG

**Auto Liability Insurance**

- \$1,000,000 Combined Single Limit Each Accident

**Umbrella Liability Insurance**

- \$2,000,000 Each Occurance
- \$2,000,000 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.** All such insurance coverage required under this Agreement shall name the City as an additional insured.

**Paragraph 5.8.** 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
- Should any of the policies be cancelled prior to the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### **Certificates of Insurance**

**Paragraph 5.9.** 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

#### **Severability**

**Paragraph 5.10.** If any part of Article V contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Article V and deemed nonbinding while all other parts of this Article V shall remain binding.



**ARTICLE VI.  
LEGAL ADMINISTRATION**

**SECTION A. COMPLIANCE WITH LAWS AND REGULATIONS**

**General Legal Compliance**

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

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

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

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

**SECTION B. GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION C. MISCELLANEOUS**

**Severability**

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

**Singular and Plural**

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

**Headings**

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

**Counterpart Execution**

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

**Binding Authority**

**Paragraph 6.9.** Each of the individuals executing this Agreement represents that he or she has full right and authority to execute this instrument on behalf of the City or Contractor, as the case may be, and to bind such Party. If the Person executing this Agreement has a title that includes the term "Manager," "Director," or "Vice President," then the Parties 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 gives, or to require at any time performance by the Contractor of any term, condition, or covenant hereof, shall in no way constitute a waiver of any subsequent breach, or effect the validity of the Agreement or any part hereof or the right of the City thereafter to enforce the same, but shall apply only to the specific instance to which the failure to enforce is directed.

**Approvals**

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

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

**CITY OF WASHINGTON**

By \_\_\_\_\_  
Mayor of City of Washington

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

**CONTRACTOR**

\_\_\_\_\_  
By \_\_\_\_\_  
"Contractor"  
Title \_\_\_\_\_

(SEAL)

ATTEST:

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

7d

**EXHIBIT A****1.0 BASIC SERVICES****1.1 Operation and Maintenance**

This agreement consist of the management and maintenance services of the Agnes Nolting Aquatic Complex (Aquatic Complex) for the 2024 season, with the City's option to add two (2) more years on an annual basis for 2025 and 2026 under the same terms and conditions.

**The Agnes Nolting Aquatic Complex shall be open to the public the Saturday of Memorial Day through the second or third Sunday (depending on the year) of August during the following hours of operation:**

Sunday through Saturday (7 days a week) and holidays 12:00 P.M. – 6:30 P.M.

May 25 – August 11, 2024

May 24 – August 10, 2025

May 23 – August 9, 2026

The Aquatic Complex shall be open for an Extended Season (weekends only) after the regular season is over on the following days and hours:

Saturday & Sundays in August and Labor Day weekend in September, 12:00PM – 6:30PM

**1.2 Additional Hours & Services**

The facility will also be made available to the public from 7:00 A.M. to 12:00 P.M. and 7:00 PM to 10:00 PM for organized City or quasi City activities and events to include, but not be limited to; swim and dive team practices & meets, swimming lessons, and other programs. Compensation for these activities shall be in an equal amount to the hourly fee for lifeguards, managers and other related staff.

Tot Time and Senior Time/Lap Swim - Tuesday, Thursday, Saturday : 10:00 AM – 11:30 AM

The facility shall also be available for private group rentals upon request to and approval by the City on Saturdays and Sundays from 7:00 P.M. to 9:00 P.M. Contractor shall provide sufficient staff based on the amount of people attending rental. The City shall be responsible for payment to the Contractor in an amount equal to the hourly fee for lifeguards, managers and other staff provided for private groups/rentals.

Contractor shall provide appropriate staffing for additional morning and evening programs in which the City shall have throughout the season. (i.e. Doggie Dip, Tot Time, Water Aerobics, Senior Swim, etc.)

The City shall be responsible for the registrations, collection of fees, marketing and promotions for said lessons/programs, and make payment to the Contractor for the cost of personnel.

All scheduling of sessions, classes etc. must be approved by and coordinated with the City.

### 1.3 Closing of Pool

The Contractor shall have the authority to temporarily close the pool during inclement weather (Air and Water temperature below 70 degrees, heavy rain, high winds or lightning). Pool shall remain closed for a period of at least thirty (30) minutes after the last sound of thunder and/or sight of lightning. Contractor shall re-open the pool when the weather conditions permit. Staff shall remain at the pool for two (2) hours during temporary closing to re-open the pool, unless it is within one (1) hour before regular closing time. The Contractor shall provide the emergency contact number for the personnel that are to be available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise. Contractor shall keep detailed records of pool closings for partial or full days.

In the event of low attendance (less than twenty-five (25) patrons), the Contractor shall gain approval from a full time City Representative before closing the pool. In the event of temporary closing due to low attendance, lifeguard staff shall be made available to come back to work in the event that attendance increases and the need to re-open the leisure pool is necessary, unless closing of the leisure pool is within two (2) hours before regular closing time.

In the event the pool is closed during the season for any reason, not due to the fault or negligence of the Contractor and not under the control of the Contractor, the Contract shall remain in full force and effect. Should such closure continue for a period in excess of one (1) week, the City shall be entitled to a refund of any management fee expenses not incurred by the Contractor as a result of the close down.

### 1.4 Start Up and Shut Down of Facility

The Contractor shall be responsible for the startup and shut down of the facility at the beginning and end of the swimming season, as herein specified, or as extended by mutual agreement between the Contractor and the City, and shall perform and furnish the following services:

#### A. Opening/Start Up of Facility

Contractor shall prepare to Start Up (open) the Aquatic Complex by completing the following services:

1. Check inventory and provide a written inventory report to City.
2. Clean pool, splash pad, complex entry way and concession areas, play features, diving boards, rental lockers, trash cans, toilets, picnic tables and lounge chairs. Power wash deck, slide and slide tower. Remove leaves from perimeter storm gutters and from rock area under slide tower.
3. Place pool furniture, guard chairs/stands, all umbrellas, funbrellas, picnic tables, ADA lift, lane lines & reels, trash cans and other movable equipment on deck area.
4. Open, clean and prepare facility for operation (Restrooms, First Aid/Manager Room, Lifeguard Room, Pump/Chemical Room etc.). Inspect piping and tubing, install/remove plugs, test motors and pumps, inspect vacuuming equipment, drain and clean pools, fill and balance pools, back wash filters, furnsih, store and inject

- chemicals. Test radio and microphone systems. Dewinterize and clean drinking fountain.
5. Vacuum swimming pool etc.
  6. Have Aquatic Complex ready for operation at least ten (10) days before opening date. Have Splash Pad ready for operation at least twenty (20) days before pool opening date.
  7. Report to City all operational deficiencies.
  8. Provide Office Supplies (computer, pens, paper, markers, staples etc.) and Janitorial Supplies (toilet paper, paper towels, hand soap, body soap, trash bags, cleaning agents etc.)
  9. Furnish, store and inject necessary chemicals for operation of the pool. Chemicals are billed as used. City will provide a certificate of sales tax exemption.

B. Closing/Shut Down of Facility

Contractor shall prepare to close the Aquatic Complex by completing the following services:

1. Clean, remove and store: pool furniture, guard chairs/stands, funbrellas, aquatic play features, ADA lift, lane lines & reels, picnic tables, trash cans and other movable equipment as needed and store on premises. Cover diving platforms with plastic covers. Tarp/cover UnderBrella water feature.
2. Drain hoses and store on premises, drain drinking fountains, backwash filters, clean lint traps, inspect pumps and motors and electrical systems, drain pools and filtration system, remove/install pool plugs, set valves, drain and lube chemical feeders, drain hoses and store, drain plumbing including water fountain and winterize as necessary
3. Store all first-aid equipment and remove all trash from pool areas and buildings.
4. Clean restrooms, lifeguard room, first aid/manager room, pump/chemical room, splash pad. Power wash facility entry, deck areas, concession area, slides & slide tower, and play features, etc.
5. Prepare a closing inventory for City.

Contractor shall furnish City with a letter, following close of season, stating that the Aquatic Complex has been winterized in accordance with the Agreement.

An end of season inspection shall be conducted immediately upon conclusion of the season, and a written report turned into the City, no later than October 31. The Contractor shall perform reasonable inspections of all equipment and advise the City of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report. At the City's request, the Contractor shall provide specifications for the repairs and/or replacement and present to the City.

**1.5 Daily Operations – In Season**

The management of the operations shall include but not limited to the managers, lifeguards, swim lesson staff. Functions of the management of operations shall include but not limited to:

1. Clean the entire Aquatic Complex, including guard office, first aid office, splash pad, front entry area, all areas within the fencing of facility, all restrooms, and the premise within twenty-five (25) feet of facility (storm swales/gutters) in a clean and orderly condition by the proper collection of waste, garbage, and all other debris. To be completed following the daily closing of the Aquatic Complex to the public: vacuum pools each day, backwash filters, check and clean lint pots, clean restrooms, powerwash or hose deck, concession areas and party areas daily.
2. Enforce all rules and regulations stipulated by the City and at the request of the City. Suggest and advise with regard to additional rules and regulations for the operation of the Aquatic Complex. Staff shall provide good customer service.
3. Maintain and produce records and reports, including incident/accident reports, maintenance sheets, water quality sheets, chemical consumption, water slide reports and Material Safety Data Sheets (MSDS) as required by the State, Franklin County and City and meet all requirements for such. Keep detailed records of pool closings for partial or full days.
4. Inspect and test chemicals every morning and hourly through-out day to maintain safe chemical levels, add as necessary. Supply chemical test kits.
5. Maintain any additional records reasonably required by the City.
6. Furnish and supply first-aid kits and lifesaving equipment/devices (A.E.D.) adequate to meet all first-aid requirements of the Aquatic Complex. The first aid kit should carry supplies for a minimum of 100 persons and at minimum include: adhesive bandages, sterile pads, gauge pads, eye pads, tape, dressings, elastic bandages, antiseptic, ammonia inhalants, rescue blanket, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, butterfly closure, large bandage patch. First aid kit should also include a pocket mask with a one way valve, and a bodily fluid exposure kit. The Contractor shall also provide first pine boards, ring buoys, reaching pole, shepherds crook, rescue tubes, pocket masks, safety line, and cervical collars.
7. Secure Aquatic Complex and Splash Pad upon closing.
8. The Contractor shall retain a written record of all problems brought to its attention. The City will review this log. A daily log of communication shall be kept in the manager's office for the managers and City Representative to review on a daily basis.
9. Perform written safety checklists daily. Complete a daily safety inspection of the slide surfaces, looking for cracks, chips or rough spots on the rider surface. Contractor's on site staff will also inspect facility safety equipment to verify that it is rescue ready and make a walk through the facility inspecting other items as requested by the City that falls within the expertise level of the lifeguarding staff. It is understood that Contractor will not be using a man-lift or other equipment to inspect bolts and attachments on the slide or play structure towers or other safety inspections that require the special technological expertise outside of the scope of the aquatic staff. The Contractor and City will establish an agreed upon inspection list that Contractor staff will use to document the daily and weekly safety inspections.
10. Enforce rules and work with the City in handling user complaints. Report all complaints to the appropriate City Representative.
11. Conduct in-service trainings per guidelines of Jeff Ellis & Associates, Red Cross, Star Guard, or the YMCA. Conduct in house safety audits (without notice) as well as third party safety audits.
12. Keep detailed records of any pull-outs describing the circumstances surrounding the incident and denoting the time and specific location of the pull-out.
13. Keep the premises within twenty-five (25) feet of the fenced facility in a clean and orderly condition by the proper collection of waste, garbage and all other debris. This shall include the concession eating area and areas outside of the fenced area including the trash dumpster, sidewalks, steps and benches.

14. Accident/Incident reports shall be given to the appropriate City Representative on a daily basis. The Contractor shall notify the appropriate City Representative of such Accident/Incident as soon as it occurs.
15. Contractor's employees must be present to accept all pool deliveries.

The general maintenance of operations shall include but not limited to the day to day maintenance of the Aquatic Complex. The functions of the general maintenance operations shall include but not limited to:

1. Clean the entire Aquatic Complex, including guard and manager office areas, first aid office, splash pad, all areas within the fencing, all restrooms, and the premise within twenty-five (25) feet of facility in a clean and orderly condition by the proper collection of waste, garbage, and all other debris. To be completed following the daily closing of the Aquatic Complex to the public.
2. Maintain and produce records and reports, including maintenance sheets, water quality sheets, chemical consumption, water slide reports and Material Safety Data Sheets (MSDS) as required by the State, Franklin County and City and meet all requirements for such.
3. Contractor shall open and close the facility each day of the pool season. Turn on all pumps, motors, slides, play features, etc. required for the day to day operations and turn off at end of each day.
4. Inspect water levels and turn on fill lines as needed.
5. Vacuum all pool areas as needed. Pool shall be vacuumed entirely daily. Pools shall be vacuumed before the public enters the pool including before the public enters for swim lessons or swim/dive team practices.
6. Check hair lent pots daily, check and calibrate chemical controllers as needed, clean chemical probes, chemical pumps as needed, replace chemical tubes as needed, monitor filter system guages and backwash per manufactors guidelines, monthly inspections of pools, building and filter room.
7. All restroom rooms shall be maintained and cleaned (if necessary) on an hourly basis while pool is open to the public (trash/debris, soap, paper towels, toilet paper, etc).
8. Wash all pool decks, concession and party areas, breezeway, water fountain etc. daily. All areas must be power washed a minimum of twice per week with the exception of the concessions area, which must be power washed daily. All work shall be completed immediately following the closing of the Aquatic Complex to the public.
9. Complete a daily safety inspection of entire facility and document results. Inspect and test safety equipment and document results daily.

### 1.6 Operational Supplies/Utilities

Contractor shall purchase, provide, maintain and repair cleaning equipment necessary for the operations of the facility. This shall include, but not be limited to hoses, pool vacuums, aqua max, power washers, pool pumps or motors or other filtration equipment, etc. Contractor shall be responsible for the repair or replacement of any of the following equipment due to a negligent act: chemical feed pumps, chemical controllers, etc.

Contractor shall furnish all chemicals (billed to City as used), first-aid supplies, cleaning agents, tools, materials, equipment (power washers, leaf blowers and gas/oil, etc.), lifeguard umbrellas, toilet paper, paper towels, trash bags, hand soap, body shampoo, janitorial supplies, life saving



devices, deck vacuums, water hoses, deck brushes, vacuum hoses, extension poles, office supplies, brooms etc. for the pool operation during the season.

Contractor shall furnish all chemicals as they are used and invoice the City within sixty (60) days.

### 1.7 Staffing

Contractor shall furnish sufficient and competent personnel for the operation of a safe and sanitary facility at all times the facility is in use, including, without limitation, lifeguard personnel whose assignment is lifeguarding during recreational swimming, instruction/lessons, swim/dive team activities and private rentals. The Contractor shall have a uniform policy which is approved by the City. All lifeguards and managers shall be dressed appropriately and uniformly identified at all times. All such personnel shall be neat and clean in appearance and courteous to the users of the pool. All personnel must be uniformly identified at all times. All personnel employed by Contractor in the performance of this Agreement shall be employees of the Contractor and not of the City. Contractor will be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. No less than the prevailing minimum wage shall be paid by Contractor.

1. All Managers and Assistant Managers employed for the Aquatic Complex shall hold a minimum qualification/certification as a Certified Pool Operator (CPO), Aquatic Facility Operator (AFO) or equivalent (American Red Cross, Jeff Ellis & Associates, Star Guard or YMCA Lifeguarding Certification), be at least eighteen (18) years of age, and must have prior experience in managing an aquatic facility equal or comparable to the Agnes Nolting Aquatic Complex.
2. All lifeguards employed shall hold a minimum qualification of Senior Lifesaving (American Red Cross, Jeff Ellis, Star Guard or YMCA Lifeguarding Certification) and be at least fifteen (15) years of age (As permitted by State Law). All staff shall be trained and certified in operation of an AED unit.

The Contractor shall replace any personnel deemed unsatisfactory by the City and shall replace such personnel within seven (7) days of receiving written notice from the City.

Said personnel will be furnished in a manner to operate the Aquatic Complex in the safest and most efficient manner possible and in the best interest of the City. The City reserves the right to approve or disapprove any proposed staffing schedule. All personnel must be uniformly identified at all times. All staff, 18 and over, shall have a background check and be approved by the City. All personnel employed by the Contractor in the performance of fulfilling a contract for the operation and management of the Aquatic Complex shall be considered employees of the Contractor and not of the City. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. Contractor shall provide the City a complete list of employees ten (10) days prior to the beginning of season and as requested during the season.

City residents shall receive priority consideration when hiring for all positions. The Contractor shall provide the City applications for distribution at the Parks and Recreation Office and on the City's website.

The Aquatic Complex shall be generally staffed for all public session swimming times at the following levels. If attendance is low and/or weather is a factor then changes can be made to the staffing levels with permission from the City.

- 1 Manager/Assistant Manager
- 1 Head Lifeguard
- 7 Lifeguards at stations
- 2 Rotating Lifeguards

District Manager and/or Area Supervisor shall be at the Aquatic Complex to hold regularly scheduled meetings with City Representative(s) to review operations at least once a month on a mutually agreed upon day and time.

### **1.8 Swim Lessons and Programs**

The Contractor, in coordination with the City, shall provide instructional group swim lessons for all ages and ability levels. Compensation for these activities shall be in an equal amount to the hourly fee for lifeguards, managers and other related staff. Weekday group lessons shall consist of a series of eight (8) group sessions including a minimum of thirty (30) minutes of instruction. Saturday group lessons shall consist of a series of four (4) group sessions including a minimum of forty five (45) minutes of instruction. The Contractor shall provide a minimum of one (1) instructor per group of six (6) participants and one (1) supervisor per class/session. The class/session for 3-5 year olds shall consist of four (4) participants and one (1) supervisor. It shall be the Contractors responsibility to provide sufficient staff, all materials and equipment for lessons.

Swim Lessons – 4 days a week in June and July, 10:00 – 10:30am, 11:00 – 11:30am, 6:45 – 7:15pm and 8:30 – 9:15am (Saturdays only)

**1.9 Contract Fees**

Management Fee

The "Management Fee" shall encompass all management, insurance, recruitment, hiring, supervising staff, licenses/permits, services, activities, payroll taxes, etc. However, the "Management Fee" does not include fees associated with hourly rates for personnel assigned to the daily operations of the Aquatic Complex, swim lessons, swim and dive practices and meets, aquatic programs, or rentals.

2024	2025	2026
\$30,050	\$31,410	\$32,835

Maintenance Fee

The "Maintenance Fee" shall encompass all maintenance items such as supplies, tools, chemicals, and equipment, and opening and closing of the Aquatic Complex..

Chemicals (primarily Sodium Hypochlorite & Muriatic Acid) will be furnished as they are used and invoiced to the City within sixty (60) days.

2024	2025	2026
\$25,235	\$26,370	\$27,555

Maximum Not-to-Exceed Amounts

The City's obligation for compensation paid to the Contractor for the provision of hourly staffing (see "Hourly Staff Rates") for the general operation of the Aquatic Complex (i.e. times that are open to the general public for open swim, general maintenance and/or janitorial) shall not exceed the "Maximum Not-to-Exceed Amount" as listed below. Although this "Maximum Not-to-Exceed Amount" has been established, a minimum level of compensation to the contractor has not been established for hourly personnel, as the City shall not be prohibited from limiting hours of operations and/or staffing levels due to low attendance, inclement weather or pool closings. All compensation paid to the Contractor in this category shall be based off of the "Hourly Staff Rates" for work actually performed.

2024	2025	2026
\$157,360	\$162,645	\$167,930

Hourly Staff Rates

Contractor shall provide staff at the following hourly rates. This shall include hours that are open to the public for open swim, swim lessons, swim and dive team practices/meets, aquatic programs, and rentals.

Position	Hourly Rate 2024
Manager	\$24.24
Assistant Manager	\$23.03
Lifeguard	\$19.39
Swim Lesson Director	\$24.24
Swim Lesson Instructor	\$20.30

\*Rates are for 2024 season. New rates will be presented each year, if there is an increase. Rates are not the rates paid to staff but include work compensation and payroll taxes and fees.

Time and Material

In addition to the aforementioned rates/fees for "Basic Services", this Contract also establishes maintenance rates/fees on a "Time and Material" basis for the repair of items not covered within the scope and provisions of the "Basic Services". As such, the City shall pay the Contractor on a "Time and Material" basis as set forth herein in accordance with the figures and schedule of payments for the repair of items not covered within the scope and provisions of the "Basic Services".

Description	Hourly Rate 2024
Service: One Man Crew	\$140.00
Service: Two Man Crew	\$185.00

\*These rates for the 2024 season. New rates will be presented each year.

Extended Weekends

Open swim on Saturdays and Sundays and Labor Day (Monday) after the regular pool season concludes on select dates in August and September, 12:00PM – 6:30PM.

2024	2025	2026
\$16,315	\$15,690	\$20,425

Equipment Cost:

Contractor shall provide equipment rates based on need for repair.

Material Cost:

Material prices will be marked up 30% plus shipping with accompanying receipt verifying total product cost. Time and material work shall be performed with written approval from the City.

Staffing Cost:

Salary expenses shall be invoiced monthly with payroll records subject to City review. Salary expenses will be recapped in October.

**2.0 LICENSES AND PERMITS**

The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Washington) necessary for the operation of the facility provided, however, the contractor shall not be responsible for obtaining a use permit.

**3.0 HEALTH AND SAFETY STANDARDS**

The Contractor shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of Washington and Franklin County. The Aquatic Complex will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Washington, the County of Franklin, and the operation shall be in accordance with all the rules and regulations of the health Department of the State of Missouri. The Contractor shall maintain the pool enclosure in a clean and safe condition at all times.

The Contractor will be required to participate in a complete aquatic review program as provided by Jeff Ellis & Associates, the American Red Cross or Star Guard. The costs to participate in such programs shall be borne by the Contractor. Upon any change in local, county, Federal or State guidelines, which govern the Contractor's operations and/or employees, the Contractor may present the new guidelines in an Addendum format to the City with the fiscal adjustments and reasoning's for said adjustments in writing. The City has 30 days to accept or reject the new amount.

**4.0 CONTRACTORS BOOKS AND RECORDS**

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect chemical levels, injuries, staff dialogue of daily occurrences, maintenance / janitorial information, and all necessary data to properly manage the facility and shall be given to the City on a weekly bi-weekly basis.



March 18, 2024

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

RE: Recommendation – Pool Operations and Management Bid

Honorable Mayor and City Council,

As you may recall, the City's contract with Midwest Pool Management (MPM) for the operations and management of the Agnes Nolting Aquatic Complex expired in 2023. As such, the Parks and Recreation Department recently solicited proposals for a new one (1) year contract for 2024, with the City's option for an additional two (2) years on an annual basis under the same terms for 2025 and 2026.

A Request for Proposals (RFP) was issued and several companies submitted proposals. Bid amounts for 2024 are included below.

Midwest Pool Management – Maryland Heights, MO	\$228,960
USA Management – Cummings, GA	\$251,200
Pool Management Inc. – Cummings, GA	\$255,000

MPM's proposal represents a cost increase from 2023 due to contractor staffing and material costs. The previous three contract was accepted in April 2021 and staffing and material costs have risen rapidly since that time. I recommend accepting MPM's Bid Alternate of \$16,315 for extended pool season hours for weekends in August and Labor Day weekend in September. Extended Season Hours are 12:00 – 6:30pm on Saturdays & Sundays and Saturday - Monday of Labor Day weekend.

**Accordingly, Staff recommends that Council consider the proposal and bid alternate submitted by Midwest Pool Management in the amount of \$228,960.00 for 2024, which is under the 2023/2024 budgeted amount of \$240,000.00.**

As always, if you have any questions or would like additional information, please advise.

Respectfully,

Wayne Dunker MA, CPRP  
Director of Parks & Recreation

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND E. MEIER CONTRACTING INC. FOR THE 2024 PARKING LOTS ASPHALT PAVING PROJECT

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 Contract Agreement by and between the City of Washington, Missouri and E. Meier Contracting, Inc. for the 2024 Parking Lots Asphalt Paving Project A copy of the agreement is attached and is marked as Exhibit A.

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

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

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

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

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

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

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

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

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

**Exhibit A**  
**CONTRACT AGREEMENT**  
**2024 PARKING LOT PROJECT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF WASHINGTON, MISSOURI, party of the first part; hereinafter termed the "City", and **E. Meier Contracting Inc.**, party of the second part, hereinafter termed in this agreement as the "Contractor".

WITNESSETH:

THAT WHEREAS, the City has caused to be prepared specifications and other contract documents for the work herein described, and has approved and adopted these contract documents and has invited proposals for the furnishing of materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this contract; and,

WHEREAS, the Contractor, in response to the invitation, submitted to the City in the manner and at the time specified, a proposal in accordance with the terms of the contract; and,

WHEREAS, the City has opened, examined and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, to its, his or their executors and administrators, as follows:

ARTICLE I: That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials required, and construct and complete in a good first class and workmanlike manner, the work as designated, described and required by the plan, specifications and proposals for construction of the improvement, all in accordance with the specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents from the contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the City.

Contractor shall provide (a) a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health



approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project. (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project. (c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a). (d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing City as a result of any violation of this section.

ARTICLE II: Specifically, the Contractor shall comply in all respects with the Anti-Discrimination Provisions.

ARTICLE III: In accordance with the provisions of Section 34.600 RSMo. the Contractor shall, upon execution of the Contract, execute and deliver to the City an affidavit in the form marked **Affidavit of Compliance with Section 34.600 RSMo** attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Contract void.

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

ARTICLE V: Contractor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign the affidavit, attached hereto and made a part of this contract, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that

the subcontractor's employees are lawfully present in the United States.

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of Two Hundred Twenty-Six Thousand, Three Hundred Twenty-One dollars and Fifty cents, (\$226,321.50), for all work covered in the Base Proposal Bid.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

E. MEIER CONTRACTING INC.

CITY OF WASHINGTON  
COUNTY OF FRANKLIN  
STATE OF MISSOURI

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk



March 13, 2024

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

RE: 2024 Parking Lots Asphalt Paving Project  
Construction Bids and Contract Approval

Honorable Mayor and City Council,

**Description:**

The proposed project includes asphalt paving, milling, and asphalt curb located at the lower Riverfront parking lot, the old sand plant parking lot and the Fire Department parking lots located at the intersection of West Fifth Street and Stafford Street and on Fourteenth Street. Please reference the attached location and parking lot maps. The project has a completion date of April 19, 2024.

**Bid information:**

The bids received are as follows:

1. E. Meier Contracting Inc.	\$226,321.50
2. Asphalts Services, LLC	\$256,751.50
3. Spencer Contracting Company	\$286,947.00
4. Kolb Grading LLC	\$287,230.00
5. Ford Asphalt Company, Inc.	\$290,000.00
6. Jokerst Inc.	\$292,546.00
7. Jokerst Paving & Contracting Inc.	\$294,936.00
8. Gershenson Constructing Company, Inc.	\$295,407.50
9. NB West	\$299,887.50
10 Accurate Asphalt Company Inc.	\$304,835.00
11. MoSeal LLC	\$389,465.00
<i>Engineering Estimate:</i>	<i>\$406,000.00</i>

**Budget Information:**

Approving this project will cost \$226,321.50.

The Transportation Sales Tax budget (261-18-000-541100 Improvements Other Than Buildings) for this fiscal year has \$100,000.00 allocated for the Lafayette Plaza, Riverfront Lower, Old Sand Plant Parking

Lots of which **\$45,350.75** will be utilized for paving. The Lafayette Plaza paving has been delayed until construction in the area is complete.

The Parks Department budget (001-21-000-541100 Improvements Other Than Buildings) allocated \$80,000 for the Boat Trailer Parking Lot Replacement 1/2 Parks & 1/2 Streets of which **\$45,350.75** will be utilized for paving.


The Parks Department Capital Improvement Sales Tax budget (260-21-000-541100 Improvements Other Than Buildings) allocated \$250,000 for the Old Sand Plant Parking Lot project-Riverfront Park of which **\$125,184.40** will be utilized for paving.

Fire Department will pay **\$10,435.60** for both of their parking lots.

Staff recommends accepting the bid from E. Meier Contracting Inc. for a contract amount of 226,321.50.

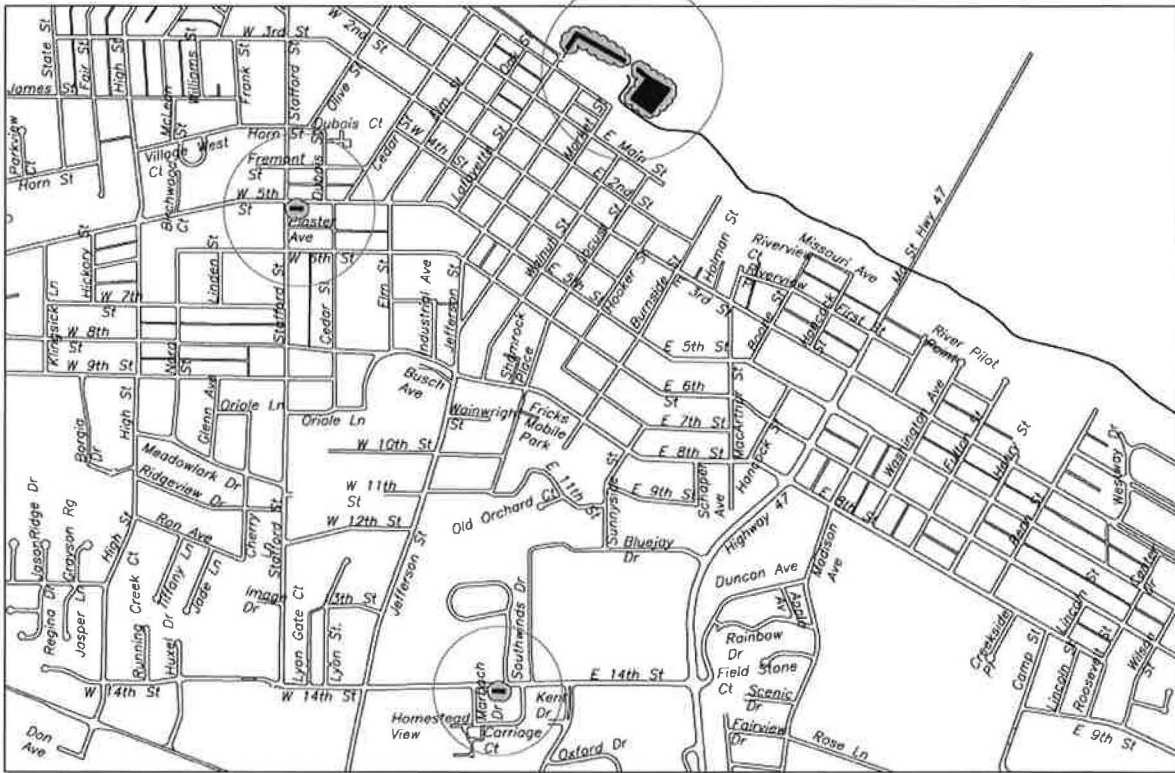
As always, if you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully submitted,

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

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

# LOCATOR MAP



NOT TO SCALE

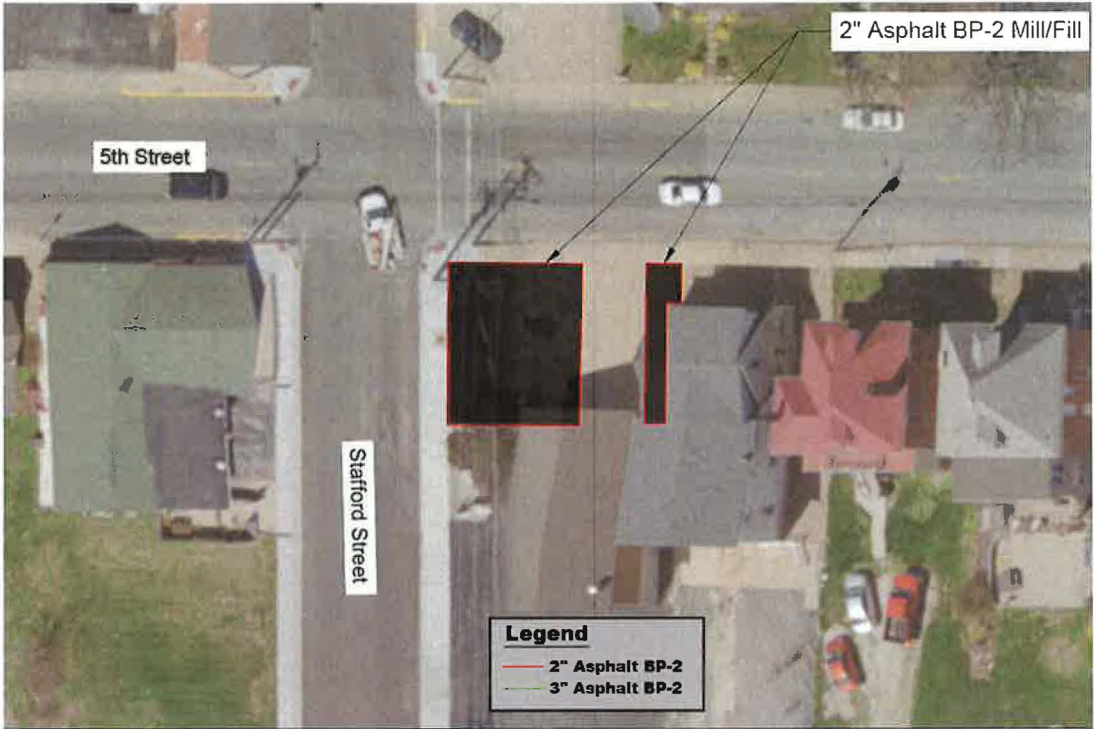


Riverfront Old Sand Plant New Parking Lot



Lower Riverfront Parking Lot





0 20 40 80 Feet 1:120 5th & Stafford Fire Station Street Parking Lot



0 20 40 80 Feet 1:120 14th Street Fire Station Parking Lot

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING  
THE EXECUTION OF A SANITARY SEWER EASEMENT  
AGREEMENT BY AND BETWEEN THE CITY OF  
WASHINGTON, MISSOURI AND LITTLE ELM, LLC

Be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Sanitary Sewer Easement Agreement by and between the City of Washington, Missouri and Little Elm, LLC, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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



SECTION 4: This ordinance shall 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

**SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of the 6 day of March, 2024, by and between **Little Elm, L.L.C.**, a Missouri limited liability company ("*Grantor*"), having a mailing address of 4923 S. Point Road, Washington, Missouri 63090, and the **City of Washington, Missouri**, a Missouri municipal corporation and city of the third class ("*City*"), whose address is 405 Jefferson Street, Washington, Missouri 63090.

**WITNESSETH:**

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sanitary Sewer Easement.** Subject to the terms and conditions herein contained, Grantor does hereby grant and dedicate to City, its successors and assigns, for public use, a perpetual, non-exclusive easement for public sanitary sewer purposes and to use and maintain underground sanitary sewer pipes, valves, equipment, connections, lines, other appurtenances associated therewith and related facilities (hereinafter, the "*Sanitary Sewer Facilities*"), in, on, upon, along, over, under, across and through those certain areas of land described on **Exhibits "B-1"** attached hereto and made a part hereof (hereinafter, collectively, the "*Easement Area*"), and shown designated and hatched as "NEW 15' WIDE SANITARY SEWER EASEMENT" on **Exhibits "A", "A-1", and "A-2"**, each attached hereto and made a part hereof; together with the right to construct, install, place, and lay the Sanitary Sewer Facilities and undertake other related sanitary sewer installation activities within the Easement Area from time to time, and at any time, at City's sole cost and expense. This grant and dedication includes, and City, its employees, representatives, licensees, agents, contractors, subcontractors, successors and assigns shall have, the right to survey, stake, place, keep, operate, control, inspect, add to, maintain, repair, replace, reshape, improve, and upgrade the Sanitary Sewer Facilities installed from time to time underneath the Easement Area or any portion or portions thereof (hereinafter, "*Sanitary Sewer Maintenance Activities*"), at City's sole cost and expense, including, without limitation, the right of ingress and egress to and over the above described Easement Area and such portions of Grantor's premises adjoining the same as reasonably necessary, for all purposes herein stated; together with the right at any time and from time to time, to trim, cut down, and remove any and all brush, saplings, trees, overhanging branches, rocks or any other obstructions within said Easement Area or any portion or portions thereof. City, its successors and assigns, licensees, agents, contractors and subcontractors also may temporarily stage and store equipment and materials for such periods of time as are reasonably necessary to complete such sanitary sewer installation activities or Sanitary Sewer Maintenance Activities, or both, as the case may be, in, on, upon, along, over, under, across and through the Easement Area, subject to all valid and existing easements, rights, leases, licenses, reservations, restrictions, and encumbrances, if any, whether recorded or not, affecting the Easement Area or any portion

or portions thereof, and to the terms and conditions hereof. City covenants and agrees that after any construction, repair, or maintenance work done within the Easement Area by the City, or its employees, representatives, licensees, agents, contractors, subcontractors, successors or assigns, that it will restore the Easement Area and any portion of Grantor's premises damaged or disturbed by the same to its prior condition.

2. Use of Easement Area. Use of the Easement Area is not confined to present modes of transportation. Grantor expressly reserves the rights to use, lay, construct, install, repair, replace, inspect, maintain, reconstruct, improve, upgrade, survey, and maintain pipes, conduits, valves, wires, lines, and appurtenant facilities in, on, upon, along, over, under, through and across the Easement Area, and to grant such rights to third parties, so long as such pipes, conduits, valves, wires, lines, or appurtenant facilities do not materially impede the use of the Easement Area by the City, its employees, representatives, licensees, agents, contractors, subcontractors, agents, successors or assigns.

3. Maintenance and Repair. City, at its sole cost and expense, shall maintain any and all improvements, including the Sanitary Sewer Facilities, within the Easement Area in good condition and repair. Any work performed by City, its employees, representatives, licensees, agents, contractors, subcontractors, successors or assigns, in the Easement Area shall be performed in a good, diligent and workmanlike manner, in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances. Grantor shall have no responsibility for repairing, replacing, cleaning, or maintaining the Sanitary Sewer Facilities within the Easement Area, and Grantor shall not take any such actions, except that Grantor shall be responsible for repairing any damage to the Sanitary Sewer Facilities within the Easement Area caused by Grantor, or Grantor's employees, representatives, licensees, contractors, subcontractors, invitees, guests, or agents.

4. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens set forth herein, run with the land and are binding upon and inure to the heirs, successors, assigns, personal representatives and tenants of the parties hereto.

5. Grantor's Covenants. Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto the City (1) that Grantor is the owner of the above described Easement Area and has full right and authority validly to grant this easement; (2) that the City may quietly enjoy the Easement Area for the purposes herein stated, subject to all matters of record affecting the Easement Area; and (3) that Grantor will not interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

Grantor covenants and agrees that it will not erect or cause to be erected any installation, structure or other building on the Easement Area herein granted that would materially affect the City's ability to use the Easement Area or interfere with the proper construction or use of said Sanitary Sewer Facilities or the rights hereinabove conveyed.

6. Remedies. In the event that any party hereto brings an action or proceeding, whether in a court or in an alternative forum of dispute resolution, for a determination of the rights of the parties under this Agreement or for any alleged breach or default thereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorneys' fees, and any costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment or resolution is entered in such action or proceeding.

7. Termination. The Sanitary Sewer Easement and the rights hereinabove conveyed shall only terminate upon a written agreement signed by both parties hereto and recorded in the Franklin County Recorder of Deeds Office.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

9. Severability. If any portion of this Agreement shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment is carried out.

IN WITNESS WHEREOF, Grantor and City have hereunto set their hands and executed this Agreement as of the day and year first above written.

**[The remainder of this page is intentionally left blank. Signature pages to follow.]**

**GRANTOR:**

**Little Elm, L.L.C.,**  
a Missouri limited liability company

By: *Kurt J Unnerstall*  
Name: *Kurt J Unnerstall*  
Title: *Manager*

STATE OF *Missouri* )  
 ) SS  
COUNTY OF *Franklin* )

On this *6* day of *March*, 2024, before me appeared *Kurt J Unnerstall*, to me personally known, who, being by me duly sworn, did say that s/he is the *Manager* of Little Elm, L.L.C., a Missouri limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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

JENNIFER J. BADE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Franklin County  
My Commission Expires: January 9, 2028  
Commission # 11134207

*Jennifer J. Bade*  
Notary Public

My Commission Expires: *1-9-2028*

**CITY:**

**City of Washinton, Missouri,  
a Municipal Corporation**

(SEAL)

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

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

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

STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF FRANKLIN                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that s/he is the \_\_\_\_\_ of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its City Council; and said \_\_\_\_\_, acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

Exhibit "B-1"



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

TERRACE IN WASHINGTON  
PROJECT NO. 20-8298C  
JANUARY 25, 2024

**EXHIBIT B-1**  
**SANITARY SEWER EASEMENT DESCRIPTION**

A TRACT OF LAND BEING PART OF THAT PARCEL CONVEYED TO LITTLE ELM, LLC BY DEED RECORDED AS RECORDED AS DOCUMENT NO. 2005-18491 OF THE FRANKLIN COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE, WITHIN THE NORTHEAST QUARTER OF SECTION 28 OF TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5AA OF HIGHLAND MEADOWS PLAT 8 PHASE 1 AS RECORDED AS DOCUMENT NO. 2310849, OF SAID RECORDER OF DEEDS OFFICE, SAID POINT BEING THE NORTHWEST CORNER OF LOT 2 OF HIGHLAND MEADOWS PLAT 2 AS RECORDED AS DOCUMENT NO. 1513075 OF SAID RECORDER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE EAST LINE OF SAID LITTLE ELM, LLC PARCEL, FROM WHICH THE NORTHEAST CORNER OF SAID LITTLE ELM, LLC PARCEL BEARS N00°04'07"E 1058.48 FEET, THENCE N00°04'07"E ALONG THE COMMON LINE BETWEEN SAID LOT 5AA AND LITTLE ELM, LLC PARCEL, 39.59 FEET TO THE POINT OF BEGINNING.

THENCE CROSSING SAID LITTLE ELM, LLC PARCEL, N69°09'45"W 236.48 FEET; THENCE N00°05'17"W 279.77 FEET; THENCE N01°58'22"E 336.30 FEET; THENCE N23°04'35"W 264.92 FEET TO A POINT ON THE WEST LINE OF SAID LITTLE ELM, LLC PARCEL, SAID POINT BEING ON THE EAST LINE OF LOT 4 OF THE PLAT OF TERRACE IN WASHINGTON PLAT 1 AS RECORDED AS DOCUMENT NO. 2021642 OF SAID RECORDER OF DEEDS OFFICE; THENCE N00°00'07"E ALONG THE COMMON LINE BETWEEN SAID LOT 4 AND LITTLE ELM, LLC PARCEL, 31.14 FEET; THENCE CROSSING SAID LITTLE ELM, LLC PARCEL, S72°51'44"E 3.66 FEET; THENCE S23°04'35"E 294.53 FEET; THENCE S01°58'22"W 339.36 FEET; THENCE S00°05'17"E 269.18 FEET; THENCE S69°09'45"E 220.47 FEET TO THE COMMON LINE BETWEEN SAID LOT 5AA AND LITTLE ELM, LLC PARCEL; THENCE S00°04'07"W ALONG SAID COMMON LINE, 16.04 FEET TO THE POINT OF BEGINNING, CONTAINING 16,861 SQUARE FEET OR 0.39 ACRES, MORE OR LESS.

8 East Main Street  
Wentzville, MO 63385  
Phone: 636-337-4574  
Fax: 636-327-0760

737 Rudder Road  
Fenton, MO 63026  
Phone: 314-847-4077  
Fax: 314-847-5957

330A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0340  
Fax: 636-584-0512

534 Maple Valley Drive  
Farmington, MO 63640  
Phone: 573-315-4810  
Fax: 573-315-4811

2804 N. Biagio Street  
Orark, MO 65721  
Phone: 417-595-4108  
Fax: 417-595-4109

905 Executive Drive  
Orange Beach, MO 65065  
Phone: 573-525-0299  
Fax: 573-525-0298

[www.cochraneng.com](http://www.cochraneng.com)



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing



TERRACE IN WASHINGTON  
PROJECT NO 20-8298C  
JANUARY 25, 2024

8 East Main Street Wentzville, MO 63385 Phone: 616-332-4574 Fax: 616-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5937	<b>530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512</b>	534 Maple Valley Drive Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N Biagio Street Ozark, MO 65723 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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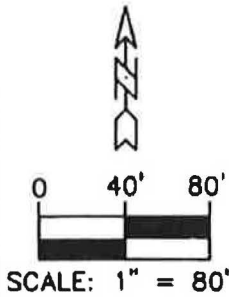
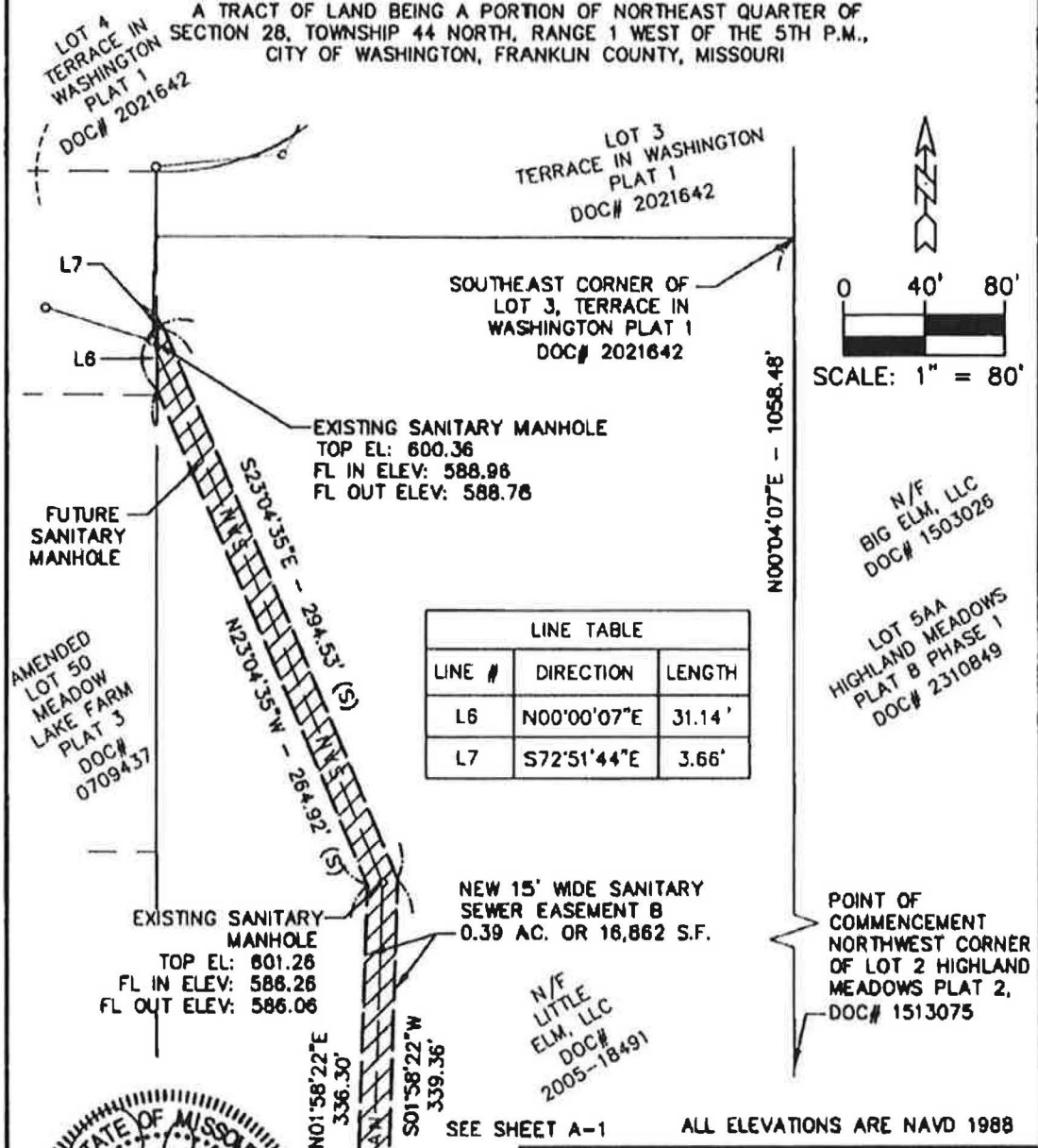
[www.cochraneng.com](http://www.cochraneng.com)



Exhibit "A-2"

EXHIBIT "A-2"

A TRACT OF LAND BEING A PORTION OF NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



LINE TABLE		
LINE #	DIRECTION	LENGTH
L6	N00°00'07"E	31.14'
L7	S72°51'44"E	3.66'

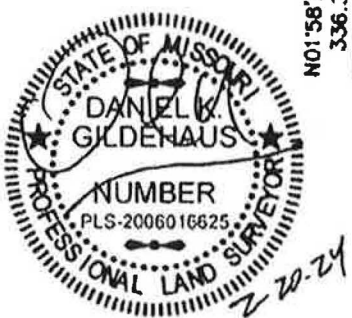
AMENDED LOT 50 MEADOW LAKE FARM PLAT 3 DOC# 0709437

N/F BIG ELM, LLC DOC# 1503026


LOT 5AA HIGHLAND MEADOWS PLAT B PHASE 1 DOC# 2310849

POINT OF COMMENCEMENT NORTHWEST CORNER OF LOT 2 HIGHLAND MEADOWS PLAT 2, DOC# 1513075

N/F LITTLE ELM, LLC DOC# 2005-18491



SEE SHEET A-1 ALL ELEVATIONS ARE NAVD 1988



**COCHRAN**

636-584-0540 (tel.)  
 530A East Independence Dr 636-584-0512 (fax)  
 Union, Missouri 63084 mail@cochraneeng.com

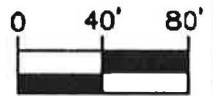
- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DRAW BY DKG	DATE 2-19-24	PANEL NO. 20-8298C
-------------	--------------	--------------------

Exhibit "A-1"

EXHIBIT "A-1"

A TRACT OF LAND BEING A PORTION OF NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 80'

SEE SHEET A-2

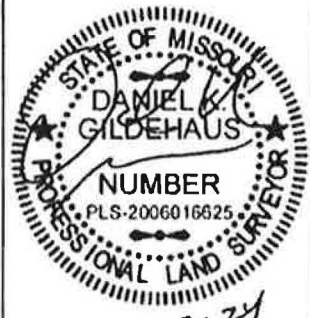
SOUTHEAST CORNER OF LOT 3, TERRACE IN WASHINGTON PLAT 1 DOC# 2021642

EXISTING SANITARY MANHOLE  
TOP EL: 596.14  
FL IN ELEV: 581.89  
FL OUT ELEV: 581.69

N/F LITTLE ELM. LLC  
DOC# 2005-18491

N/F BIG ELM. LLC  
DOC# 1503026

LOT 5AA HIGHLAND MEADOWS PLAT 8 PHASE 1  
DOC# 2310849



NEW 15' WIDE SANITARY SEWER EASEMENT B  
0.39 AC. OR 16,862 S.F.

EXISTING SANITARY MANHOLE  
TOP EL: 586.81  
FL IN ELEV: 578.36  
FL OUT ELEV: 578.18

POINT OF COMMENCEMENT  
NORTHWEST CORNER OF LOT 2 HIGHLAND MEADOWS PLAT 2, DOC# 1513075

POINT OF BEGINNING

LOT 2 HIGHLAND MEADOWS PLAT 2  
DOC# 1513075

ALL ELEVATIONS ARE NAVD 1988



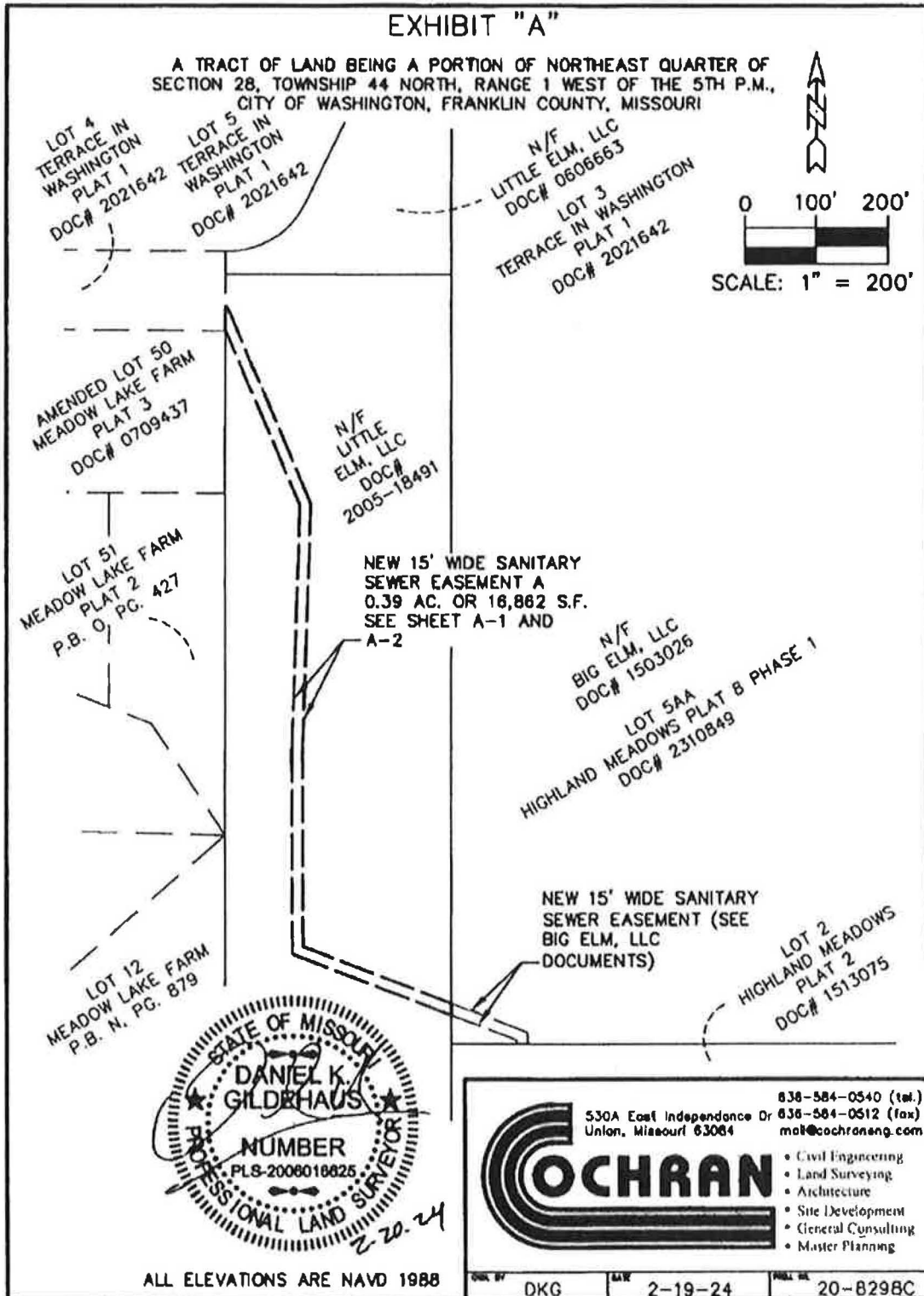
530A East Independence Dr  
Union, Missouri 63084

636-584-0540 (tel.)  
636-584-0512 (fax)  
molt@cochroneng.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DATE	1-24-24	PROJECT NO.	20-8298C
BY	DKG		

Exhibit "A"





March 13, 2024

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

**RE: Little Elm Sanitary Sewer Easements**

Dear Mayor and City Council Members:

Find attached for your review and approval ordinances and agreements for sanitary sewer easements. The sanitary sewer was install as part of a City project in 2020. There was never an easement granted at the time. As part of the Washington Terrace project there will be connection to this sanitary sewer and it was required to get that easement recorded before connection. Please refer to the attachments which indicate the locations of these properties.

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 AUTHORIZING AND DIRECTING THE  
EXECUTION OF A SANITARY SEWER EASEMENT  
AGREEMENT BY AND BETWEEN THE CITY OF  
WASHINGTON, MISSOURI AND BIG ELM, LLC

Be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Sanitary Sewer Easement Agreement by and between the City of Washington, Missouri and Big Elm, LLC, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

SECTION 4: This ordinance shall 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

**SANITARY SEWER EASEMENT AGREEMENT**

THIS SANITARY SEWER EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of the 6 day of March, 2024, by and between Big Elm, L.L.C., a Missouri limited liability company ("*Grantor*"), having a mailing address of 4923 S. Point Road, Washington, Missouri 63090, and City of Washington, Missouri, a Missouri municipal corporation and city of the third class ("*City*"), whose address is 405 Jefferson Street, Washington, Missouri 63090.

**WITNESSETH:**

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sanitary Sewer Easement.** Subject to the terms and conditions herein contained, Grantor does hereby grant and dedicate to City, its successors and assigns, for public use, a perpetual, non-exclusive easement for public sanitary sewer purposes and to use and maintain underground sanitary sewer pipes, valves, equipment, connections, lines, other appurtenances associated therewith and related facilities (hereinafter, the "*Sanitary Sewer Facilities*"), in, on, upon, along, over, under, across and through that certain area of land described on **Exhibit "B-1"**, attached hereto and made a part hereof (hereinafter, collectively, the "*Easement Area*"), and shown designated and hatched as "NEW 15' WIDE SANITARY SEWER EASEMENT" on **Exhibits "A" and "A-1"**, each attached hereto and made a part hereof; together with the right to construct, install, place, and lay the Sanitary Sewer Facilities and undertake other related sanitary sewer installation activities within the Easement Area from time to time, and at any time, at City's sole cost and expense. This grant and dedication includes, and City, its employees, representatives, licensees, agents, contractors, subcontractors, successors and assigns shall have, the right to survey, stake, place, keep, operate, control, inspect, add to, maintain, repair, replace, reshape, improve, and upgrade the Sanitary Sewer Facilities installed from time to time underneath the Easement Area or any portion or portions thereof (hereinafter, "*Sanitary Sewer Maintenance Activities*"), at City's sole cost and expense, including, without limitation, the right of ingress and egress to and over the above described Easement Area and such portions of Grantor's premises adjoining the same as reasonably necessary, for all purposes herein stated; together with the right at any time and from time to time, to trim, cut down, and remove any and all brush, saplings, trees, overhanging branches, rocks or any other obstructions within said Easement Area or any portion or portions thereof. City, its successors and assigns, licensees, agents, contractors and subcontractors also may temporarily stage and store equipment and materials for such periods of time as are reasonably necessary to complete such sanitary sewer installation activities or Sanitary Sewer Maintenance Activities, or both, as the case may be, in, on, upon, along, over, under, across and through the Easement Area, subject to all valid and existing easements, rights, leases, licenses, reservations, restrictions, and encumbrances, if any, whether recorded or not, affecting the Easement Area or any portion

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Grantor covenants and agrees that it will not erect or cause to be erected any installation, structure or other building on the Easement Area herein granted that would materially affect the City's ability to use the Easement Area or interfere with the proper construction or use of said Sanitary Sewer Facilities or the rights hereinabove conveyed.

6. Remedies. In the event that any party hereto brings an action or proceeding, whether in a court or in an alternative forum of dispute resolution, for a determination of the rights of the parties under this Agreement or for any alleged breach or default thereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorneys' fees, and any costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment or resolution is entered in such action or proceeding.

7. Termination. The Sanitary Sewer Easement and the rights hereinabove conveyed shall only terminate upon a written agreement signed by both parties hereto and recorded in the Franklin County Recorder of Deeds Office.



8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

9. Severability. If any portion of this Agreement shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment is carried out.

IN WITNESS WHEREOF, Grantor and City have hereunto set their hands and executed this Agreement as of the day and year first above written.

**[The remainder of this page is intentionally left blank. Signature pages to follow.]**

**CITY:**

**City of Washinton, Missouri,  
a Municipal Corporation**

(SEAL)

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

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

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

STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF FRANKLIN                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that s/he is the \_\_\_\_\_ of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its City Council; and said \_\_\_\_\_, acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**GRANTOR:**

**Big Elm, L.L.C.,**  
a Missouri limited liability company

By: *Kurt J. Unnerstall*  
Name: *Kurt J. Unnerstall*  
Title: *Manager*

STATE OF *Missouri* )  
) SS  
COUNTY OF *Franklin* )

On this *6* day of *March* day of *March*, 2024, before me appeared *Kurt J. Unnerstall*, to me personally known, who, being by me duly sworn, did say that s/he is the *manager* of Big Elm, L.L.C., a Missouri limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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

JENNIFER J. BADE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Franklin County  
My Commission Expires: January 9, 2028  
Commission # 11134207

*Jennifer J. Bade*  
Notary Public

My Commission Expires: *1-9-2028*

**Exhibit "A"**

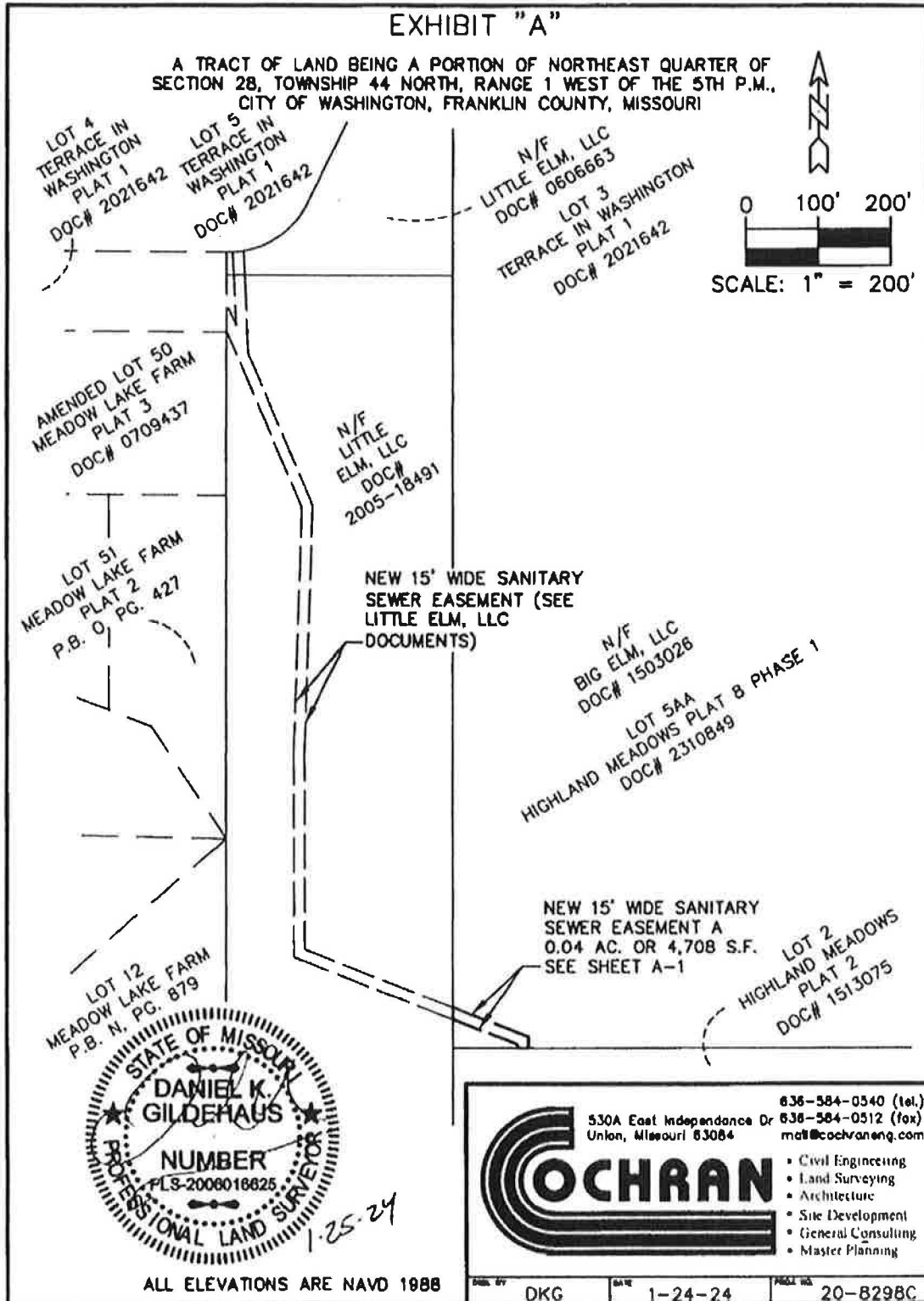
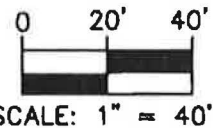


Exhibit "A-1"

EXHIBIT "A-1"

A TRACT OF LAND BEING A PORTION OF NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SOUTHEAST CORNER OF LOT 3, TERRACE IN WASHINGTON PLAT 1  
DOC# 2021642

N/F BIG ELM, LLC  
DOC# 1503026  
LOT 5AA  
HIGHLAND MEADOWS PLAT 8 PHASE 1  
DOC# 2310849

N00°04'07"E - 1058.48'

NEW 15' WIDE SANITARY SEWER EASEMENT A  
0.04 AC. OR 4,708 S.F.  
SEE SHEET A-1

EXISTING SANITARY MANHOLE  
TOP EL: 585.68  
FL IN ELEV: 576.48  
FL OUT ELEV: 576.28

POINT OF BEGINNING

N/F LITTLE ELM, LLC  
DOC# 2005-18491

POINT OF COMMENCEMENT  
NORTHWEST CORNER OF LOT 2  
HIGHLAND MEADOWS PLAT 2,  
DOC# 1513075

S89°58'42"E - 88.67'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S69°09'45"E	110.85'
L2	S00°00'31"W	16.24'
L3	N89°58'42"W	15.00'
L4	N00°00'31"E	5.89'
L5	N69°09'45"W	94.82'

LOT 2  
HIGHLAND MEADOWS  
PLAT 2  
DOC# 1513075



ALL ELEVATIONS ARE NAVD 1988

530A East Independence Dr  
Union, Missouri 63084

636-584-0540 (tel.)  
636-584-0512 (fax)  
mall@cochraneeng.com

**COCHRAN**

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DATE: 1-24-24  
DRAWN BY: DKG  
PROJECT: 20-8298C

Exhibit "B-1"



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

TERRACE IN WASHINGTON  
PROJECT NO. 20-8298C  
JANUARY 25, 2024

**EXHIBIT B-1**

**SANITARY SEWER EASEMENT DESCRIPTION**

A TRACT OF LAND BEING PART OF LOT 5AA OF HIGHLAND MEADOWS PLAT 8 PHASE 1 AS RECORDED AS DOCUMENT NO. 2310849 OF THE FRANKLIN COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE, WITHIN THE NORTHEAST QUARTER OF SECTION 28 OF TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5AA, SAID POINT BEING THE NORTHWEST CORNER OF LOT 2 OF HIGHLAND MEADOWS PLAT 2 AS RECORDED AS DOCUMENT NO. 1513075 OF SAID RECORDER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE EAST LINE OF THAT PARCEL CONVEYED TO LITTLE ELM, LLC BY DEED RECORDED AS RECORDED AS DOCUMENT NO. 2005-18491 OF SAID RECORDER OF DEEDS OFFICE, THENCE N00°04'07"E ALONG THE COMMON LINE BETWEEN SAID LOT 5AA AND LITTLE ELM, LLC PARCEL, 39.59 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID COMMON LINE, N00°04'07"E 16.04 FEET; THENCE CROSSING SAID LOT 5AA, S69°09'45"E 110.85 FEET; THENCE S00°00'31"W 16.24 FEET TO THE COMMON LINE BETWEEN SAID LOT 5AA AND LOT 2; THENCE N89°58'42"W ALONG SAID COMMON LINE, 15.00 FEET; THENCE CROSSING SAID LOT 5AA, N00°00'31"E 5.89 FEET; THENCE N69°09'45"W 94.82 FEET TO THE POINT OF BEGINNING, CONTAINING 4,708 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.



1-25-24



March 13, 2024

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

**RE: Big Elm Sanitary Sewer Easements**

Dear Mayor and City Council Members:

Find attached for your review and approval ordinances and agreements for sanitary sewer easements. The sanitary sewer was install as part of a City project in 2020. There was never an easement granted at the time. As part of the Washington Terrace project there will be connection to this sanitary sewer and it was required to get that easement recorded before connection. Please refer to the attachments which indicate the locations of these properties.

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 Code of the City of  
Washington, Missouri, is hereby amended as follows:

**Schedule IV, No Parking at Any Time**

Location	Add	Delete
Oak Street, at the following location: East side, between the south line of Front Street and the north line of Fifth Street		✓
Oak Street, at the following location: East side, between the south line of Second Street and the north line of Fifth Street	✓	
Oak Street, at the following location: West side, between the south line of Main Street and the north line of Second Street	✓	
Oak Street, at the following location: East side, between the south line of Front Street and the north line of Main Street	✓	

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



March 11, 2024

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

RE: Amend Ordinance for No Parking at Any Time on Oak Street

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 on Oak Street be revised to accommodate more parking in the downtown area.

Currently there is no parking on the east side of Oak Street from 5<sup>th</sup> Street to Front Street. It is proposed to make the block between 2<sup>nd</sup> Street and Main Street no parking on the west side, removing 4 existing parking spaces and allowing parking on the east side which will provide 10 total parking spaces. This will increase parking by 6 spots. The Traffic Committee recommends this no parking amendment in the attached ordinance be adopted. Thank you for your consideration.

Respectfully submitted,

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

Charles Stankovic, P.E.  
City Engineer

Oak Street, at the following locations:

~~East side, between the south line of Front Street and the north line of Fifth Street~~

East side, between the south line of Second Street and the north line of Fifth Street

West side, between the south line of Main Street and the north line of Second Street

East side, between the south line of Front Street and the north line of Main Street

Olive Street, at the following locations:

East side, from the north line of West Main Street northward a distance of 128 feet

East side, from the south line of West Main Street southward a distance of 20 feet

Pauwels Drive at the following locations:

[Ord. No. 12-12038, 5-20-2019]

East and West sides, from the south line of Bluff Road, southward a distance of 125 feet

Phoenix Center Drive, north and south sides, from the east line of Rabbit Trail Drive eastward 330 feet

Plaster Avenue, at the following locations:

North side, from the east line of Stafford Street to the west line of Cedar Street

Ridgeview Drive, at the following locations:

Both sides, for a distance of 20 feet west of the intersection of Ridgeview Drive and Stafford Street

Riverfront Parking Lot, at the following locations:

Commencing at the SW corner of Lot 127, Block 25 of the Original Town of Washington, thence N 42° 10' E, 236.24 feet to the point of beginning of the tract of land herein described, thence S 86° 27' E, 71.75 feet to a point, thence S 10° 39' E, 42.82 feet to a point, thence N 59° 40' W, 92.14 feet to the point of beginning

Commencing at the SW corner of Lot 127, Block 25 of the Original Town of Washington, thence N 41° 10' E, 315.90 feet to the point of beginning of the tract of land herein described, thence N 5° 29' E, 24.0 feet to a point, thence S 80° 55' E, 39.5 feet to a point, thence S 15° 40' E, 51.50 feet to a point, thence N 59° 52' W, 63.80 feet to the point of beginning

Second Street, the north side from the west line of Oak Street westward a distance of 35 feet

Seventh Street, East at the following locations:

South side, from the west line of Sunnyside Street westward a distance of 50 feet

Southbend Drive, at the following locations:

Both sides, beginning at a point 510 feet east of the east line of Steamboat Drive, east and north, to a point 240 feet south of the south line of Riverbend Place, which includes the entire radius of the roadway

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 Code of the City  
of Washington, Missouri, is hereby amended as follows:

**Schedule XIII, Loading and Unloading Zones**

<b>Location</b>	<b>Add</b>	<b>Delete</b>	<b>Revise</b>
Elm Street, east side, from its intersection with Second Street northward a distance of 20 feet		✓	
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		✓	
Louis Street, east side, from the north line of Seventh Street northwardly a distance of 80 feet		✓	
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		✓	
Main Street, north side, beginning at a point 60 feet from the west lined of Cedar Street thence 22 feet west		✓	
Market Street, west side, between the south line of Front Street and a point 75 feet south of the south line of Front Street		✓	
Market Street, east side, between the south line of Front Street and a point 35 feet south of the south line of Front Street		✓	
Second Street, north side, beginning approximately 50 feet west of the intersection of Second Street and Elm Street, extending a distance of approximately 21 feet		✓	

Third Street, north side, between Elm Street and Cedar Street from the driveway on the west side of Old Dutch Tavern east a distance of 32 feet		✓	
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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



March 4, 2024

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

RE: Amend Ordinance for Loading and Unloading Zones 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 XIII, Loading and Unloading Zones. When addressing the loading zone at Elm and Second Street earlier in the year it was discovered many of the current loading and unloading zones in the City were no longer being used and needed. Traffic Committee reviewed the code and recommends the following amendments.

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
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	

Table XIII A

Table XIII A

<b>Location</b>	<b>Restriction</b>
Second Street, north side, beginning approximately 50 feet west of the intersection of Second Street and Elm Street, extending a distance of approximately 21 feet	From 6:00 A.M. through 6:00 P.M., Sundays and holidays
Third Street, north side, between Elm Street and Cedar Street from the driveway on the west side of Old Dutch Tavern east a distance of 32 feet	Between 9:00 A.M. and 5:00 P.M., except Sundays and holidays



# E-CYCLE COLLECTION

**Saturday, April 13, 2024**

**9AM TO 12PM RAIN OR SHINE**

**11 Fairgrounds Street (at the Swine Pavilion)**

## **DROP OFF**

Please use the entrance off Veterans Drive at the south gate going into the fairgrounds and then exit out of the north gate onto North Park Drive.

### *Acceptable Items*

**Computers • Office Equipment • Phones • Vacuum Cleaners  
Electronic Components • Mobile Phones • Microwaves**



### *Unacceptable Items*



**Alkaline Batteries • VHS Tapes • Light Bulbs  
CDs • DVDs • Cassettes • Floppy Disks**

## **RECYCLING FEES**

Tube Television 28" & up \$60

CRT Monitors \$10

Rear Projection TV \$60

Flat Panel TVs up to 32" \$10

Tube Television 27" & below \$50

LCD Monitors \$5

Microwaves \$10

Printers \$5

Dehumidifiers \$10

Power Tool Batteries \$2

**Card Payments accepted at the Event**

### *Questions?*

Call Pam at 636.390.1032 or  
Adonis at 866.496.6991 ext.3



**Adonis**

**WASHMO.GOV**

13a