

**CITY OF NEW HAVEN
PARK BOARD
REGULAR MEETING**

Thursday, March 12, 2026

7:00 p.m.

Location: New Haven Public Works Facility, 205 Industrial Drive, New Haven MO 63068

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Approve Minutes, Money Ordinances, Budget Report, pages 1-11**
- 4. Presentation – Midwest Pool Management**
- 5. Department Reports**
 - a. Grounds
 - i. Staff Report
 - b. City Administrator
 - i. Budget Report - pool, pages 12-15
 - ii. Aquatic Center Management Agreements, pages 16-39
 - iii. Special Event Permit – Lion’s Club Easter Egg Hunt, pages 40-41
- 6. Old Business**
 - a. MIRMA Coverage, pages 42-46
 - b. Soccer field update, pages 47-48
 - c. Playground Bid acceptance, pages 49-59
- 7. Adjourn**

The City of New Haven is working to comply with the American with Disabilities Act mandates. Individuals who require accommodation to attend a meeting should contact City Hall (573-500-2530) at least twenty-four hours in advance.

**Park Board Meeting
February 12, 2026
New Haven Public Works Meeting**

Call to Order:

Phillip McKernan called the meeting to order at 7:00 p.m.

Roll Call of Members:

Rustin Colter, Nick Perjak, Kristine Zumsteg, Mary VonBehren, Wesley Hanks, Buck Bratcher, Phillip McKernan, Kim Monzyk

Staff Members Present:

Sarah Skeen, Mayor Dave Luecke

Others Present:

John Nilges, Steve Bertrand

****Motion to Approve Minutes, Money Ordinances, and Budget Report. Motion by Rustin Colter, Nick Perjak 2nd, all were in favor.**

Public Comment

- A. John Nilges, representing the New Haven Youth League, proposed selling beer at Little League games as a way to generate additional revenue. He suggested a separate window for alcohol sales and noted that a local business could provide the liquor license.
- B. John also inquired about the parking plan for the Lions parking lot. It was noted that the matter would likely need to go before Planning and Zoning to ensure ADA requirements are met.

Department Report

- A. Grounds
 - a. Staff Report -
- B. City Administrator
 - a. New Haven Youth League 2026 Agreement

****Motion was made to approve the New Haven Youth League 2026 Agreement - Motion by Rustin Colter, Mary VonBehren 2nd, all were in favor.**

- b. Bulletin Board Replacement at Boat Ramp
 - i. A proposal was presented to replace the small bulletin board at the boat ramp with a larger stringer-style setup or an expanded version of the current board to accommodate additional announcements. This replacement would be at no cost to the City or the Park Board.
- c. Soccer Field Update
 - i. The soccer field project is currently on hold pending the outcome of a grant application through T-Mobile. If the grant is not awarded, construction will still move forward.
- d. Pool Staffing
 - i. Financial - \$90,098 operation loss
 - ii. Concessions - \$5,597 operation loss
 - iii. Consideration is being given to replacing traditional concessions with a vending machine.
 - iv. An employment notice needs to be posted as soon as possible.
 - v. Submit a request for an outside pool management company

Old Business

A. Playground Grant

- a. Rebids were opened on February 4, 2026. A new bid was selected and must be submitted to DNR for approval. It is anticipated that this process will take a few weeks, after which the project can begin.

****Motion to adjourn, Rustin Colter, Mary VonBehren 2nd. All were in favor.**

Respectfully submitted,

Kim Monzyk

CLAIMS REPORT
 Check Range: 2/13/2026- 3/12/2026

3-12-26 Page 1
*Scheduled Money
 ordinance*

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK# DATE
PARK BOARD				
PARKS				
BSN SPORTS INC	BALL FIELD DRAG MAT		659.98	
RELIABLE SEPTIC & PORTA TOILET	TOILET RENTAL		100.00	
SULLIVAN & NEW HAVEN	COLTER PLAYGROUND BID NOTICE		262.50	

	20 PARKS TOTAL		1,022.48	
POOL				
PLUMB SUPPLY COMPANY-WAS	LIMIT SWITCH		32.16	
LANDMARK AQUATIC	CPO CLASS		390.00	

	21 POOL TOTAL		422.16	

	03 PARK BOARD TOTAL		1,444.64	
			=====	
	Accounts Payable Total		1,444.64	

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CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
03	PARK BOARD	1,444.64
	-----	-----
	TOTAL FUNDS	1,444.64

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CLAIMS REPORT
Check Range: 2/13/2026- 3/12/2026

3-12-26 Page 1
 Paid Park
 Money ordinances

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
PARK BOARD					
PARKS					
AMEREN MISSOURI	AMEREN FEBRUARY 2026/PARK		123.12	6892	2/25/26
CITY OF NEW HAVEN	MANAGEMNT AGREEMENT FY:25-26		53,000.00	6889	2/20/26

20	PARKS TOTAL		53,123.12		
POOL					
AMEREN MISSOURI	AMEREN FEBRUARY 2026/POOL		167.47	6892	2/25/26
CITIZENS BANK OF NEW HAVEN	GENERAL OBLIG BOND 2020 POOL		66,631.00	6894	2/27/26
CITY OF NEW HAVEN	MANAGEMENT AGREEMENT FY:25-26		5,000.00	6890	2/20/26
SPARKLIGHT	SPARKLIGHT TELE 2/16-3/15/26		11.79	6891	2/20/26
VONAGE BUSINESS INC	VONAGE FEBRUARY 2026/PARK		27.37	6893	2/25/26

21	POOL TOTAL		71,837.63		

03	PARK BOARD TOTAL		124,960.75		
			=====		
	Accounts Payable Total		124,960.75		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
03	PARK BOARD	124,960.75
	TOTAL FUNDS	124,960.75

REVENUE & EXPENSE REPORT

CALENDAR 2/2026, FISCAL 8/2026

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
REVENUES DEPARTMENT					
02-03-3000	REAL PROPERTY		110.18-		110.18
02-03-3001	PERSONAL PROPERTY		497.77-	6,500.00	6,997.77
02-03-3002	SUR TAX			6,100.00	6,100.00
02-03-3003	FINANCIAL INSTITUTION TAX		.02	50.00	49.98
02-03-3004	RAILROAD UTILITIES TAX		4,698.96	4,600.00	98.96-
02-03-3006	PENALTY LATE PMT TAXES	87.81	965.19	1,200.00	234.81
02-03-3017	REAL EST TAX FC COLLECTS		61,291.45	60,000.00	1,291.45-
02-03-3018	PERS PROP TAX FC COLLECTS	243.15	22,563.80	21,000.00	1,563.80-
	PROPERTY TAXES TOTAL	330.96	88,911.47	99,450.00	10,538.53
02-03-3140	INTEREST EARNED	139.12	737.10	50.00	687.10-
	INTEREST TOTAL	139.12	737.10	50.00	687.10-
	REVENUES TOTAL	470.08	89,648.57	99,500.00	9,851.43
	TOTAL REVENUE	470.08	89,648.57	99,500.00	9,851.43
PARKS DEPARTMENT					
02-20-4224	PARK BOARD TRANSFER	95,000.00	95,000.00	95,000.00	
	TRANSFERS OUT TOTAL	95,000.00	95,000.00	95,000.00	.00
	PARKS TOTAL	95,000.00	95,000.00	95,000.00	.00
	TOTAL EXPENSES	95,000.00	95,000.00	95,000.00	.00
	PARK MAINTENANCE & IMPROV TOTA	94,529.92-	5,351.43-	4,500.00	9,851.43
REVENUES DEPARTMENT					
03-03-3002	SUR TAX DEDICATED PROPERTY TAX			12,000.00	12,000.00
03-03-3003	FINANCIAL INSTITUTION DEDIC TX			20.00	20.00
03-03-3004	RAILROAD UTILITIES DEDICATE TX	7,385.89	7,385.89	8,500.00	1,114.11
03-03-3006	PENALTY LATE PYMT TAXES	141.29	2,031.25	1,600.00	431.25-
03-03-3017	REAL EST FC DEDICATED PARK TX		96,338.98	107,000.00	10,661.02
03-03-3018	PERS PROP FC DEDICATED PARK TX	389.49	35,592.97	36,000.00	407.03

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REVENUE & EXPENSE REPORT
CALENDAR 2/2026, FISCAL 8/2026

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	PROPERTY TAXES TOTAL	7,916.67	141,349.09	165,120.00	23,770.91
03-03-3016	PARK BOARD SALES TAX	6,391.26	44,538.32	70,000.00	25,461.68
	TAXES TOTAL	6,391.26	44,538.32	70,000.00	25,461.68
03-03-3140	INTEREST EARNED	819.91	3,565.80	225.00	3,340.80-
	INTEREST TOTAL	819.91	3,565.80	225.00	3,340.80-
03-03-3153	SURPLUS PROPERTY		11,050.00		11,050.00-
	OTHER FINANCING SOURCE TOTAL	.00	11,050.00	.00	11,050.00-
03-03-3171	PARK MAINTENANCE & IMPROVEMENT	95,000.00	95,000.00	95,000.00	
	TRANSFER IN TOTAL	95,000.00	95,000.00	95,000.00	.00
03-03-3146	PLAYGROUND GRANT		2,159.00	88,222.00	86,063.00
03-03-3228	MIRMA GRANT	3,750.00	3,750.00	3,000.00	750.00-
	GRANT FUNDING TOTAL	3,750.00	5,909.00	91,222.00	85,313.00
03-03-3269	DOWNTOWN PLAYGROUND LEVEE		28,575.00	88,222.00	59,647.00
	DONATIONS / OTHER TOTAL	.00	28,575.00	88,222.00	59,647.00
03-03-3250	DAILY ADMISSIONS		11,351.50	15,000.00	3,648.50
03-03-3251	SEASON PASS		2,320.00	7,000.00	4,680.00
03-03-3252	SWIMMING LESSONS		3,000.00	3,000.00	
03-03-3253	POOL RENTALS/PARTIES		2,100.00	2,100.00	
03-03-3254	CONCESSIONS		4,356.68	8,000.00	3,643.32
	MUNICIPAL POOL TOTAL	.00	23,128.18	35,100.00	11,971.82
03-03-3260	NEW HAVEN LITTLE LEAGUE		195.00	2,000.00	1,805.00
03-03-3262	NEW HAVEN SCHOOL DISTRICT		2,390.00	2,390.00	
03-03-3263	PAVILLION RENTALS		300.00	600.00	300.00
	CITY PARK TOTAL	.00	2,885.00	4,990.00	2,105.00
03-03-3270	BAIL PARK RENTALS	250.00	1,250.00	2,200.00	950.00
	BAIL MEMORIAL PARK TOTAL	250.00	1,250.00	2,200.00	950.00
	REVENUES TOTAL	114,127.84	357,250.39	552,079.00	194,828.61
	TOTAL REVENUE	114,127.84	357,250.39	552,079.00	194,828.61

REVENUE & EXPENSE REPORT

CALENDAR 2/2026, FISCAL 8/2026

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
PARKS DEPARTMENT					
03-20-4020	GENERAL SUPPLIES	22.00	1,951.16	2,000.00	48.84
03-20-4052	ELECTRIC	232.07	2,626.60	2,700.00	73.40
03-20-4354	FACILITY MAINTENANCE / REPAIR		2,467.96	4,000.00	1,532.04
03-20-4358	VEHICLE MAINTENANCE	52.78	65.72	1,000.00	934.28
03-20-4398	INFRAST<\$25,000			4,000.00	4,000.00
03-20-4399	EQUIPMENT < \$5,000			1,400.00	1,400.00
	OPERATING EXPENSES TOTAL	306.85	7,111.44	15,100.00	7,988.56
03-20-4127	PORTAPOTTIES	100.00	720.00	1,500.00	780.00
	CONTRACTED SERVICES TOTAL	100.00	720.00	1,500.00	780.00
03-20-4201	GENERAL REVENUE	9,000.00	18,000.00	9,000.00	9,000.00-
03-20-4382	NATURAL GAS	12,000.00	24,000.00	12,000.00	12,000.00-
03-20-4383	WATER FUND	12,000.00	24,000.00	12,000.00	12,000.00-
03-20-4384	SEWER FUND	12,000.00	24,000.00	12,000.00	12,000.00-
03-20-4385	TRANS TAX	5,000.00	10,000.00	5,000.00	5,000.00-
03-20-4386	MOTOR FUEL	3,000.00	6,000.00	3,000.00	3,000.00-
	TRANSFERS OUT TOTAL	53,000.00	106,000.00	53,000.00	53,000.00-
03-20-4607	PLAYGROUND GRANT		187.33	176,444.00	176,256.67
	CAPITAL OUTLAY TOTAL	.00	187.33	176,444.00	176,256.67
	PARKS TOTAL	53,406.85	114,018.77	246,044.00	132,025.23
POOL DEPARTMENT					
03-21-4000	WAGES		50,936.35	85,000.00	34,063.65
03-21-4001	WAGES OT			1,000.00	1,000.00
03-21-4006	PAYROLL TAXES		3,896.66	6,600.00	2,703.34
	PERSONNEL SERVICES TOTAL	.00	54,833.01	92,600.00	37,766.99
03-21-4020	GENERAL SUPPLIES		1,789.95	3,000.00	1,210.05
03-21-4050	TELEPHONE	39.16	312.43	800.00	487.57
03-21-4052	ELECTRIC	287.88	5,025.29	8,000.00	2,974.71
03-21-4086	UNIFORMS			2,000.00	2,000.00
03-21-4160	BIDS/NOTICES			150.00	150.00
03-21-4170	BUILDING MAINTENANCE		466.39	1,000.00	533.61
03-21-4364	CONCESSION SUPPLIES		1,316.52	4,000.00	2,683.48
03-21-4365	FACILITY SUPPLY		4,506.25	12,000.00	7,493.75
	OPERATING EXPENSES TOTAL	327.04	13,416.83	30,950.00	17,533.17

REVENUE & EXPENSE REPORT

CALENDAR 2/2026, FISCAL 8/2026

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
03-21-4087	PROPERTY & LIABILITY INS			10,000.00	10,000.00
03-21-4089	AUDIT SERVICES		2,500.00	3,000.00	500.00
03-21-4338	CREDIT / DEBIT CARD FEES		589.16	450.00	139.16-
	CONTRACTED SERVICES TOTAL	----- .00	----- 3,089.16	----- 13,450.00	----- 10,360.84
03-21-4810	CIPRF LOAN	5,000.00	10,000.00	5,000.00	5,000.00-
	TRANSFERS OUT TOTAL	----- 5,000.00	----- 10,000.00	----- 5,000.00	----- 5,000.00-
03-21-4368	PROFESSIONAL DEVELOPMENT		359.10	4,500.00	4,140.90
	OTHER EXPENSES TOTAL	----- .00	----- 359.10	----- 4,500.00	----- 4,140.90
03-21-4808	BOND 2020 PRINCIPAL	54,600.00	108,700.00	108,700.00	
03-21-4809	BOND 2020 INTEREST	12,031.00	24,603.00	24,603.00	
	DEBT SERVICE TOTAL	----- 66,631.00	----- 133,303.00	----- 133,303.00	----- .00
	POOL TOTAL	=====	=====	=====	=====
		71,958.04	215,001.10	279,803.00	64,801.90
ADMIN DEPARTMENT					
03-22-4000	WAGES	266.66	2,666.60	3,199.92	533.32
03-22-4006	PAYROLL TAXES	20.40	204.00	250.00	46.00
03-22-4011	LAGERS	58.94	470.18	925.00	454.82
	PERSONNEL SERVICES TOTAL	----- 346.00	----- 3,340.78	----- 4,374.92	----- 1,034.14
	ADMIN TOTAL	=====	=====	=====	=====
		346.00	3,340.78	4,374.92	1,034.14
VISITOR CENTER DEPARTMENT					
	TOTAL EXPENSES	=====	=====	=====	=====
		125,710.89	332,360.65	530,221.92	197,861.27
	PARK BOARD TOTAL	=====	=====	=====	=====
		11,583.05-	24,889.74	21,857.08	3,032.66-
	Report Total	=====	=====	=====	=====
		106,112.97-	19,538.31	26,357.08	6,818.77

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BANK CASH REPORT

2026

BANK NAME FUND GL	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	OUTSTANDING TRANSACTIONS	MAR BANK BALANCE
CITIZENS - CHECKING PARK BRD						

BANK CITIZENS - CHECKING PARK BRD						398,648.33
03 CASH - PARK BOARD	101,245.96	0.00	1,514.24	99,731.72		
03 DEDICATED PROPERTY TAX POOL	207,416.25	0.00	0.00	207,416.25		
03 DOWNTOWN PLAYGROUND DONATIONS	22,582.00	0.00	0.00	22,582.00	68,918.36	

CITIZENS - CHECKING PARK BRD T	331,244.21	0.00	1,514.24	329,729.97	68,918.36	398,648.33
CITIZENS - SAVINGS PARK BOARD						

BANK CITIZENS - SAVINGS PARK BOARD						71,847.16
03 CASH RESERVES (SAVINGS)	71,641.07	206.09	0.00	71,847.16		

CITIZENS - SAVINGS PARK BOARD	71,641.07	206.09	0.00	71,847.16	0.00	71,847.16
=====						
TOTAL OF ALL BANKS	402,885.28	206.09	1,514.24	401,577.13	68,918.36	470,495.49
=====						

PARK BOARD

Annual Management Agreement

BUDGET FY 2026-27

	Month	rate	Total Base pay	Overtime	Grand total salaries and wages	FICA	LAGERS	Total Payroll
Admininstration - CA	12	\$	200	\$ 2,400	0	2,400.00	183.60	530.40
Admininstration - CC	12	\$	200	\$ 2,400	0	2,400.00	183.60	530.40
Pool Manager (PW ADMIN ASST)	4	\$	500	\$ 2,000	0	2,000.00	153.00	442.00
			\$ 6,800	\$ 6,800	0.00	6,800.00	520.20	1,502.80
								\$8,823

Park Management Labor agreement (Public Works) \$50,000
 Fuel transfer, to City Motor Fuel \$3,000
\$53,000

MINIMUM WAGE INCREASE \$15.00 Jan 1 2026

PARK BOARD - POOL PAYROLL

Lifeguard rate	\$16.18	# Guards	Tot only/Lap only (3)	Open Daily (10)	Evening Swim - Friday/Saturday (5)	Tot/Lap only	Regular (Daily)	Evening adult (2 evenings/week)
Lifeguard Manager	\$19.38	Pool Hours Staffing	9-11:30 am 8:30-11:30 (3)	12-5pm 11:30-5:30 (6)	7-9pm 6:30-9:30 (3)	admission fee	\$3	\$6
Week 1 May 23-25	3	Total hours	9	60	207	attendance daily	10	50
Week 2 May 30-31	2	hrs	9	60	138	revenue	\$30	\$300
Week 3 June 1-7	7	weekly	9	60	483		\$90	\$900
Week 4 June 8-14	7		9	60	483		\$60	\$600
Week 5 June 15-21	7		9	60	483		\$210	\$2,100
Week 6 June 22-28	7		9	60	483		\$210	\$2,100
Week 7 June/July 29-5	7		9	60	483		\$210	\$2,100
Week 8 July 6-12	7		9	60	483		\$210	\$2,100
Week 9 July 13-19	7		9	60	483		\$210	\$2,100
Week 10 July 20-26	7		9	60	483		\$210	\$2,100
Week 11 July/Aug 27-2	7		9	60	483		\$210	\$2,100
Week 12 Aug 3-9	7		9	60	483		\$210	\$2,100
Week 13 Aug 10-16	7		9	60	483		\$210	\$2,100
Week 14 Aug 22-23	2		9	60	138		\$60	\$600
Week 15 Aug 29-30	2		9	60	138		\$60	\$600
Week 16 Sept 5-7	3		9	60	207		\$90	\$900
Life Guard Payroll	89		144	960	6141	Total revenue	\$2,670	\$26,700
Life Guard Manager Payroll	89		\$2,330	\$99,346	\$7,765	\$37,370	\$124,495	-\$87,125

Tot Time, Senior Swim & Lap Lane Time 10am-11:30am

WEEKDAYS

Tuesdays & Thursdays • July 14 – August 6

TOT TIME • \$2 per person

For ages 7 and younger (Must be accompanied by adult 16 or older).

Bring your little one to the pool to enjoy some time together without the crowd.

SENIOR SWIM • \$2 per person

For ages 55 and older.

Enjoy a relaxing swim before the pool opens to the public.

SUNDAYS ONLY SENIOR SWIM

Sundays • 10 a.m. – 11:30 a.m.

June 14 • 21 • 28 • July 12 • 19 • 26

WEEKENDS (SATURDAYS)

June 13, 20, 27 • July 11, 18, 25 • August 1

LAP SWIM • \$2 per person

Open to all ages.

Enjoy swimming laps in the lap lane before the pool opens to the public.

Pool Fees

Daily admission (3 and over)

\$8.00 per person

10 visit card

\$60.00

20 visit card

\$120.00

After hours pool rental — 2-hour limit

\$625.00

\$100.00 deposit

Replacement card

\$5.00

ANGES NOLTING AQUATIC COMPLEX

Swimming Lessons 2026

SESSIONS

Session #1: June 8-18 (9am*, 10am, 11am & 6:45pm)

Session #2: June 29-July 9 (9am*, 10am, 11am & 6:45 pm)

Session #3: July 20-30 (9am)

*Seahorse & Guppy levels only

- Ages 3-13
- Monday-Thursday for two weeks
- 30 minutes per class
- Friday is rain date
- \$62 per session

SATURDAY SESSIONS

Session #1: June 6-27

Session #2: July 11-August 1

- 8:30 am
- Ages 3-13
- Saturday's for 4 weeks
- 45 minutes per class
- \$52 per session

Registration
Tuesday, March 17
10 am

4% processing fee will be added for all credit card & e-wallet transactions in person or online.
E-checks will incur a \$2 processing fee.
Cash and check will not incur any additional fees.



CITY OF WASHINGTON
405 JEFFERSON STREET, LOWER LEVEL
WASHINGTON, MO 63090
(646) 260-7500
WWW.WASHINGTONMO.GOV



Chapter 235. Parks and Recreation

Article III. Park Facilities User Fee Schedule

Section 235.120. Park Facilities User Fee Schedule.

[Ord. No. 900 §§1 — 3, 9-1-2007; Ord. No. 998 §1, 3-14-2011; Ord. No. 1049 §1, 12-10-2012; Ord. No. 1072 §1, 4-14-2014; Ord. No. 1229, 3-12-2018; Ord. No. 1292, 7-8-2019; Ord. No. 1355, 4-12-2021; Ord. No. 1439, 5-8-2023; Ord. No. 1464, 5-14-2024]

The following fee schedule is hereby adopted as the Parks and Recreation Fee Schedule of the City of New Haven Park Board.

PARKS AND RECREATION FEE SCHEDULE	
FACILITY	FEE
Bail Park, per day/reservation	\$125.00
Lions Field, per day	\$25.00
Bock Field, per day	\$25.00
Concession stand, per day	\$15.00
Tennis courts, per day	\$20.00
Pavilion, per day	\$75.00
Parking lots, open areas, per day	\$150.00
Swimming pool, daily child (age 0 — 2) admission	Free with a paid adult admission
Swimming pool, daily adult (age 3 and over) admission	\$6.00 <i>(120/20)</i>
Pool punch pass for 20 visits	\$80.00
Pool rental, per hour (minimum 2 hours, maximum 4 hours)	\$175.00
Pool concession stand rental fee during pool parties	\$50.00

1. For Bail Park and City Park Pavilion rentals full payment is due upon reservation. Cancellations must be made thirty (30) days prior to rental to receive a refund. The City of New Haven and/or the New Haven Park Board reserves the right to reject any application.
2. User fees shall not apply to use of athletics fields, tennis courts, pavilions and open areas when such use is for an informal, non-organized and non-commercial purpose. Use of picnic pavilions shall be free of charge and available on a first-come, first-served basis.

RE: Questions

From Crissy Withrow <cwithrow@midwestpool.com>

Date Fri 3/6/2026 1:16 PM

To Sarah Skeen <sarah.skeen@newhavenmo.org>

 2 attachments (3 MB)

City of New Haven Contract 2026.pdf; Municipal Client List January 2026.pdf;

Hi Sarah!

Please see attached for quote for management of the New Haven Swimming Pool for the 2026 season. As we discussed, there are two parts to the cost- the Management Fee and the Not to Exceed Salary Budget. The Management Fee includes insurance, administration, recruiting, hiring, lifeguard training, staff uniforms and our fee for the job. The Not to Exceed Salary Budget includes the maximum salaries for the staff for the season with all applicable payroll taxes, fees, processing and work comp. The last page also includes hourly rates for any programming outside of the open swim times. These rates are not the rates paid to staff- they also include the payroll taxes, fees, processing and work comp. Please review and let me know if you have any questions or would like to see any other options. I have also included a client list of all the municipal contracts we manage should you or anyone on the Park Board wish to contact any of them.

Unless I hear differently from you, I still plan to attend the Park Board meeting on Thursday evening and if there is anything else I can provide between now and then, please let me know.

Thank you for the opportunity and hope you have a great weekend!

Crissy Withrow
President
Midwest Pool Management
(314) 866-5985

From: Sarah Skeen <sarah.skeen@newhavenmo.org>
Sent: Wednesday, March 4, 2026 9:53 AM
To: Crissy Withrow <cwithrow@midwestpool.com>
Cc: David Blankenship <david.blankenship@newhavenmo.org>
Subject: Re: Questions

Good morning,

Our public works department has been maintaining the pool. The pool staff have been responsible for cleaning bathrooms, breakrooms, and the concession space (which we may not use this season). The City has paid for training and uniforms in the past.

I am cc'ing our Public Works Director, David Blankenship, so he can respond to any questions that may come up that I cannot answer.

Sarah Skeen, MPA



City Administrator
City of New Haven
101 Front Street
New Haven, MO 63068
sarah.skeen@newhavenmo.org
573-500-2530 office
573-237-4696 fax

From: Crissy Withrow <cwithrow@midwestpool.com>

Sent: Wednesday, March 4, 2026 9:17 AM

To: Sarah Skeen <sarah.skeen@newhavenmo.org>

Subject: Questions

Hi Sarah!

I had a couple more questions I wanted to verify while I finish up the initial proposal. Please see below and let me know if you need any clarifications!

1. Do the pool staff members take care of general pool maintenance like backwashing, cleaning hair and lint pots, testing chemicals, adding chemicals and vacuuming the pool, etc? Or do you have maintenance staff take care of any or all these functions?
2. Do the pool staff members take care of cleaning bathrooms?
3. Does the City cover the cost of lifeguard training and/or uniforms?

Thank you!

Crissy Withrow
President
Midwest Pool Management
(314) 866-5985

City of New Haven, MO Aquatic Center Management Agreement

THIS CONTRACT is made as of the ____ day of _____, by and between the CITY OF NEW HAVEN, located in New Haven, Missouri, hereinafter called "*City*" and MIDWEST POOL MANAGEMENT OF AMERICA, LTD, a for-profit company, hereinafter called "*Midwest Pool Management*."

WHEREAS, the City owns New Haven Swimming Pool located at 101 Park Drive, New Haven, MO 63068; and

WHEREAS, the City desires to retain the Midwest Pool Management to manage the operations of their aquatic facility; and

WHEREAS, the Midwest Pool Management possesses the expertise and experience necessary to provide pool management services to the City.

NOW, THEREFORE, for and in consideration of mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of Midwest Pool Management.

Midwest Pool Management hereby represents and warrants as follows:

- a) Under this agreement, the Midwest Pool Management will manage the operations of the New Haven Swimming Pool as per the scope of duties outlined in Section 2.
- b) The Midwest Pool Management will coordinate its activities with the City's designated representative in an effort to reduce duplication of services.
- c) The Midwest Pool Management is a for-profit company, the principal purpose of which is the operations and management of aquatic facilities in the Midwest.
- d) Midwest Pool Management warrants and represents that its services provided under this Contract will at all times be performed and delivered in a competent, skillful and workmanlike manner and will in all respects be fit for their intended purposes.
- e) Midwest Pool Management warrants and represents that it is duly qualified to do business in Missouri and that it possesses all necessary statutory authority to transact business in the state.

Section 2. Services to be provided by Midwest Pool Management.

The Midwest Pool Management shall provide the following managerial and operational services:

2.1. Operations and Maintenance of Pools.

- A. Midwest Pool Management shall provide for the operation of the New Haven Swimming Pool from May 23 – September 7, 2026 on the following dates and times:

Sunday – Saturday 12:00 PM – 6:00 PM

When the local area school district is in session, pool will be closed Monday through Friday.

2.2 Spring Opening:

Spring opening will be completed by City.

2.3 Operation of the New Haven Swimming Pool

Midwest Pool Management will use reasonable care and diligence to provide the following services for the operation of the New Haven Swimming Pool:

1. Enforce all rules and regulations stipulated by the City.
2. Maintain any records as reasonably required by the City.
3. Furnish and supply necessary consumable first aid supplies adequate to the size and operation of the pools. Midwest Pool Management shall provide first responder first aid kits, including rubber gloves and pocket mask with one way valve, for all on-duty personnel. This proposal does not include non-consumable equipment, such as backboard, oxygen tank, AED or rescue tubes.
4. Skim pool. Pool will be skimmed entirely on a daily basis. Pool vacuuming to be conducted by the City.
5. Work with the City in handling complaints users may have, reporting all complaints to the City's designated representative.
6. Conduct in-service training as per guidelines of Starguard, Red Cross, or equivalent.
7. Midwest Pool Management will retain a record of all problems brought to their attention. The City will review this log per request.
8. Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
9. Perform safety checklist daily.
10. Clean the pools, including: guard and manager office areas, bathhouse, all areas within the fencing, and restrooms in a clean and orderly condition by the proper collection of waste, garbage, and all other debris. Cleaning to be completed prior to operational hours and maintained throughout the day.

2.4 Fall Closing / Winterizing

Outdoor pool will be closed down and winterized by the City.

2.5 Operational Supplies/Utilities

City shall furnish all necessary pool chemicals for the pool operation during the season.

The City shall furnish water, telephone, electric, gas and pay for the same. The City shall provide access to the facility areas that Manager will maintain. City shall furnish all bathhouse supplies.

City will be responsible supplying front desk supplies and start up cash for transactional operations. Manager will reconcile transactions on a daily basis and store deposits on site for City retrieval.

Upon any change in Federal or State guidelines, which govern Manager's operation and/or employees, or upon any unusual increases in cost for supplies or services under the language in this contract, Manager may present a new contract amount, in writing to the City. The City will have thirty (30) days to accept or reject the amount.

2.6 Maintenance and Replacement of City Owned Equipment.

Repairs and replacement of equipment needed during the season to continue the operation of the New Haven Swimming Pool and to maintain health and safety standards shall be the responsibility of the City. At the City's request Midwest Pool Management shall advise and receive approval from the City to make repairs should the need arise. The City is responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including shrubbery.

All non-consumable equipment required for the operation and maintenance of the New Haven Swimming Pool, such as deck vacuum, vacuum head, hoses, power washer etc. will be provided by the City. Any said equipment shall be returned to the City at the end of the season in the same condition as received, with reasonable wear and tear excepted. Damaged or malfunctioning equipment will be reported immediately to the City.

3.2. Personnel.

Maximum Staffing levels for Open Swim:

1 Pool Manager/Assistant Manager

10 Lifeguards

Costs for lifeguard training and staff uniforms are included in the management fee of this contract.

The City reserves the right to amend the hours of open swim operation as outlined in the paragraph above but must give at least 2 weeks notice for changes. At City's request Midwest Pool Management shall provide personnel for lifeguard services for amended open swim hours or other special programs and events as well as private rentals scheduled outside of public swim sessions not listed in the paragraph above. City will be invoiced for this time at the hourly rates outlined on exhibit B.

Midwest Pool Management shall have the authority to temporarily close the new Haven Swimming Pool during inclement weather (heavy rain, high wind or lightning) and shall be prepared to reopen it when the weather permits. Midwest Pool Management shall have all necessary personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise. If the pool is closed for the day, there will be a mutual agreement by and between Midwest Pool Management and the City to be close to the public.

Midwest Pool Management shall furnish personnel for the operation of the New Haven Swimming Pool. All lifeguards will hold a minimum qualification of an advance lifeguard certificate from of Starguard, Red Cross or equivalent. Said personnel will be furnished in a manner to operate the New Haven Swimming Pool in the safest manner possible and in the best interest of the City. All personnel will be uniformly identified at all times. All personnel employed by the Midwest Pool Management in the performance of fulfilling a contract for the operation of the New Haven Swimming Pool shall be employees of Midwest Pool Management and not of the City. All personnel employed by Midwest Pool Management shall be paid in accordance with the minimum Federal Wage and Hour Laws.

Midwest Pool Management shall be responsible for the payment of all employment taxes, Social Security taxes worker's compensation insurance, and unemployment insurance related to the employment of said personnel. Midwest Pool Management shall give the City of New Haven residents first priority when hiring for all positions.

4. Method of Payment.

A. Midwest Pool Management has submitted a firm management fee, which includes all overhead and insurance costs required for the season, as outlined in the scope of services. The Management fee shall be paid monthly as outlined on exhibit A.

B. Midwest Pool Management has submitted a "not-to-exceed" Salary Budget (as defined below) amount on exhibit B of this agreement for staff salaries and associated payroll taxes for the open swim hours detailed in section 2.1 of this agreement at the staffing levels detailed in section 3.2 of this agreement. There is no additional staffing expense to the City except as requested by the City to provide staffing for special programming, private rentals or hours outside of the scope detailed in section. Salary Budget shall be invoiced monthly. Salary budget will be recapped at the end of each season and reconciled with actual hours worked.

Upon any change in Federal or State guidelines, which govern the Midwest Pool Management's operation and/or employees, the Midwest Pool Management may present a new contract amount in writing to the City. The City has 30 days to accept or reject the new amount.

5. Licenses and Permits

The City 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 statutes of the State of Missouri and the ordinances of the City of New Haven, necessary for the operation of the facility provided, however, the Midwest Pool Management shall be responsible for obtaining a business license.

6. Health and Safety Standards

Midwest Pool Management shall meet all Local, State and Federal requirements as they relate to its operation. Midwest Pool Management shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the governing health department.

The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act and Americans with Disability Act compliance. Midwest Pool Management shall communicate with the City about any violations it observes under the Acts.

7. Services to be Provided by City

The City will be responsible for the maintenance and replacement of the buildings, structures, utilities and surrounding areas including shrubbery, except policing for trash, waste, garbage and other debris.

8. Term:

This contract shall be effective upon approval and execution of this agreement on _____ and shall terminate on December 31, 2026. Upon the expiration of this Agreement, the City shall have the option to renew this Agreement for successive one-year periods under the same terms and conditions provided that the City shall give written notice to Midwest Pool Management on or before December 1 of its intention not to renew. Any necessary adjustments in the management fee and salary budget shall be negotiated between the City and Midwest Pool Management, and agreed upon in writing, signed by both parties.

9. Insurance:

Midwest Pool Management shall procure and maintain, for the duration of the contract, insurance of the types and minimum amounts as follows and name City as an additional

named insured. This coverage will be provided on a primary ad non-contributory basis.

9.1 Worker's Compensation Insurance.

Midwest Pool Management shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, Midwest Pool Management shall require subcontractors 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 Midwest Pool Management'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, Midwest Pool Management shall provide, and shall cause subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

9.2 Comprehensive General Liability Insurance.

Midwest Pool management shall carry commercial general liability which includes bodily injury and property damage. The policy will include protection for and subject to the minimum limits set forth below:

Combined single limit, bodily injury and property damage,
\$1,000,000 per occurrence
\$1,000,000 personal injury
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy will include protection for the following hazards:

- Premises and Operation
- Independent Contractor's Coverage
- Products and Completed Operations Liability Coverage
- Personal Injury Liability
- Broad Form Property Damage
- Contractual Liability

9.3 Comprehensive Automobile Liability Insurance.

Midwest Pool Management shall maintain Comprehensive Automobile Liability insurance coverage with a combined single limit of \$1,000,000.00.

9.4 Satisfactory Coverage.

The insurance which Midwest Pool Management is required to obtain and maintain pursuant to this Section 8 shall be written by a company or companies licensed to do business in the State of Missouri. Insurance is to be placed with insurer with a Bests' rating of no less than an "A" rating. Midwest Pool Management shall not allow any

policies to be canceled or permit the policies to lapse during the Term of the Agreement.

9.5 Indemnification.

Midwest Pool Management shall, at its sole cost and expense, indemnify, hold harmless and protect the City of New Haven, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of Midwest Pool Management's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, contractors, or licensees. Notwithstanding the foregoing, Midwest Pool Management's indemnity obligations are limited solely to the extent directly caused by Midwest Pool Management's fault or negligence.

Except for Midwest Pool Management's negligent acts or omissions, City of New Haven agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Midwest Pool Management of America, LTD, its agents and employees, from and against any and all claims, damages, losses, suits and expenses attributable to bodily injury, death or damage to property, that arises out of, results from or is any way directly or indirectly caused by any physical or structural condition, situation, state or position of owner's swimming pool, its equipment and surrounding or adjacent property, or caused by any act, error or omission by City of New Haven or by anyone employed by it.

10. Independent Contractor

Midwest Pool Management is retained by City only for the purposes of, and to the extent set forth in, this Contract, and the relationship of Midwest Pool Management with City under this Contract during the term of this Contract shall be that of an independent contractor and not an employee, partner, member, owner, officer, director or other agent of City. Midwest Pool Management agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for Midwest Pool Management to perform the services required to be provided to City under this Contract, but performing such services subject to the provisions of this Contract, all applicable laws, rules, regulations governing the business of Midwest Pool Management and the work to be performed hereunder. Midwest Pool Management shall not be considered by reason of the provisions of this Contract or otherwise as being an employee of City. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. Midwest Pool Management shall have no right to bind City to any agreement with any other person or entity and is not authorized to act for City in any manner except as expressly set forth in the Agreement.

11. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a

United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other part at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

Midwest Pool Management

Attn: Crissy Withrow
President

3473 Rider Trail S
Earth City, MO 63045

City of New Haven

Attn: _____

12. Nondisclosure.

Midwest Pool Management agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract.

13. Changes.

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Midwest Pool Management shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the City. Midwest Pool Management, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

14. Termination.

This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Subject to the provisions of paragraph 8.

Subject to the provisions of paragraph 8, the City shall have the right to terminate the Contract at any time for any reason by giving Midwest Pool Management written notice to such effect. The City shall pay to Midwest Pool Management in full satisfaction and discharge of all amounts owing to Midwest Pool management under the Contract an

amount equal to the cost of all Work performed by the Midwest Pool Management up to such termination date, less all amounts previously paid to the Midwest Pool Management on account of the Contract Price. Midwest Pool Management shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to Midwest pool Management for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Accounting.

During the period of this Contract, Midwest Pool Management shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Midwest Pool Management.

16. Entire Agreement.

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

17. Severability.

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

18. Transferability.

Neither City nor Midwest Pool Management shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract. Nothing contained in this Article shall prevent Midwest Pool Management from employing independent contractors, associates, and subcontractors to assist in the performance of the Services.

19. Satisfactory Performance.

The City shall have the right to notify Midwest Pool Management of any performance by its employees that is detrimental to the best interest of the City, and Midwest Pool Management agrees to correct such performance within twenty-four (24) hours.

20. Third Party Rights.

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

21. Compliance with Applicable Laws and Regulations.

Midwest Pool Management shall comply with all applicable federal, state and local laws and regulations, as they relate to the operation of the New Haven Swimming Pool, including but not limited to the local health departments, described in more detail in paragraph 6 of this Agreement.

22. Venue.

This Agreement shall be governed by the laws of the State of Missouri. Any legal action or proceedings relating to this Agreement shall be instituted only in St. Louis County, Missouri.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF NEW HAVEN

MIDWEST POOL MANAGEMENT

By:

By: Crissy Withrow, President

ATTEST:

ATTEST:

By:
Name, Title

By:
Name, Title

**NEW HAVEN SWIMMING POOL
POOL MANAGEMENT CONTRACT**

EXHIBIT A "MANAGEMENT FEE"

The Midwest Pool Management agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

	2026
May 1	\$8,296.
June 1	\$8,296.
July 1	\$8,296.
August 1	\$8,296.
September 1	\$8,296.
Total Management Fee Bid	\$41,480.

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes, for all materials and appliances subject to and upon which taxes are levied.

**NEW HAVEN SWIMMING POOL
POOL MANAGEMENT PROPOSAL**

EXHIBIT B "SALARY BUDGET"

MAXIMUM BASE SALARY

	2026
May 1	\$40,293.
June 1	\$40,293.
July 1	\$40,292.
August 1	\$40,292.

Maximum Salary Budget \$161,170.

STAFF RATES FOR RECREATION PROGRAMS / SPECIAL EVENTS NOT COVERED
UNDER SECTION 3.2:

	2026
Manager	\$23.03
Lifeguard	\$19.97

These rates are not the actual rates paid to staff but include all applicable taxes,
workman's compensation and payroll processing fees.

Jeff Ellis & Associates, Inc.

Business Office: 500 Winderley Pl, Suite 116, Maitland, FL 32751
Phone: 1-800-742-8720 Facsimile: 407-654-1723 Email: business@jellis.com

Client Status Notification**Date:** 02/27/2026**Client Name:** New Haven**Client Address:** 101 Front Street, New Haven, MO 63068**From:** Richard A. Carroll Sr. VP/COO**Subject:** 2026 Agreement Fees**Traditional Price Structure:**

The following standard fees apply to the 2026 Consulting Agreement unless separate fees have been established in a custom agreement and/or client schedule. The Client Retainer fee is due (net 30), upon acceptance and execution of the agreement. Lifeguard Training and other course fees will be billed upon completion of classes conducted by the facility as applicable for each successful student. IASS and Instructor course fees are collected at the time of registration.

Client Retainer Fee:**Audit Fee:** \$1,500.00**Number of Standard Audits per year:** 3**Lifeguard Training Fees 2026:**

- New Lifeguard License Fee: \$105 (includes unlimited access to electronic textbook media)
- Renewal Lifeguard License Fee: \$75 (includes unlimited access to electronic textbook media)

Additional Services:

- Additional Consulting Fee: \$325/hour (for other consulting, litigation support, or accident investigation if requested)
- Non-employee lifeguards and community training: \$55 for new, \$45 for renewals
- Instructor Course Fees: \$425 for new instructors; \$325 for renewal instructors
- Safety & Health Courses: Healthcare Provider BLS; HCP BLS & First Aid; First Aid; CPR & AED; Community CPR; Preventing BBP; Supplemental Oxygen Support
- Aquatic Education Courses: vanGuard Aquatics Leadership; Water Slide Dispatch Operator; Train the Trainer; Active Assailant (Shooter) Safety
- Jeff Ellis Swimming Program Courses: Program Coordinator, Swim Instructor
- Any other course or training not listed is offered at standard fees

Invoices:

All invoices provided at net 30 from the time of the order of any products or service provided by Ellis & Associates. All amounts owed and unpaid after 30 days will be assessed a \$100 late fee per invoice per month until paid in full, pursuant to the payment terms associated with all client service agreements. While all course materials are electronically delivered, if an item needs to be shipped, shipping fees will be assessed based upon speed of delivery requested.

Term of Agreement: January 1, 2026 through December 31, 2026

If you agree with the terms, please sign this document below by hand or by electronic signature. Your signature by hand or electronic acknowledges acceptance of the fee terms noted on this document and those specified in the consulting agreement.

Print Name:	
Sign Name:	
Position:	

Jeff Ellis & Associates, Inc.

Business Office: 500 Winderley Pl, Suite 116, Maitland, FL 32751
 Phone: 1-800-742-8720 Facsimile: 407-654-1723 Email: business@jellis.com

Client Status Notification**Date:** 02/27/2026**Client Name:** New Haven**Client Address:** 101 Front Street, New Haven, MO 63068**From:** Richard A. Carroll Sr. VP/COO**Subject:** 2026 Agreement Fees**Flat Fee Service Plan:**

The following flat fee service plan is provided in lieu of a traditional fee structure. The flat fee service plan includes: annual client retainer fee; all standard audits; lifeguard licenses and lifeguard related electronic course materials. The flat fee service plan does not include any of the "Additional Services" detailed on this document. Course fees detailed in "Additional Services" will be billed upon completion of classes conducted by the facility as applicable for each successful student. IASS and Instructor course fees are collected at the time of registration. Client may pay the total flat fee at the start of the term or may opt for a divided payment plan for the amount and number of months indicated on this form. The Flat fee is in part determined by quantity of lifeguard licenses used the previous year. If Client changes from the Flat Fee Payment Plan to the Traditional Payment Plan, Client may incur additional License charges to settle the Flat Fee service. License usage in excess of the Flat Fee allowance for the current year (which would be the basis for an increased Flat Fee Plan in the subsequent year) will be invoiced when moving from the Flat Fee Payment Plan to the Traditional Payment Plan.

Total Flat Fee: \$6,390.00**Payment Plan number of months:** 8**Retainer: Audits:** \$4,500 **Training:** \$1,890**Monthly Payment:** \$798.75**Number of Standard Audits per year:** 3**Monthly Fee (if paying monthly):** \$798.75**Additional Services:**

- Additional Consulting Fee: \$325/hour (for other consulting, litigation support, or accident investigation if requested)
- Non-employee lifeguards and community training: \$55 for new, \$45 for renewals
- Instructor Course Fees: \$425 for new instructors; \$325 for renewal instructors
- Safety & Health Courses: Healthcare Provider BLS; HCP BLS & First Aid; First Aid; CPR & AED; Community CPR; Preventing BBP; Supplemental Oxygen Support
- Aquatic Education Courses: vanGuard Aquatics Leadership; Water Slide Dispatch Operator; Train the Trainer; Active Assailant (Shooter) Safety
- Jeff Ellis Swimming Program Courses: Program Coordinator, Swim Instructor
- Any other course or training not listed is offered at standard fees

Invoices:

All invoices provided at net 30 from the time of the order of any products or service provided by Ellis & Associates. All amounts owed and unpaid after 30 days will be assessed a \$100 late fee per invoice per month until paid in full, pursuant to the payment terms associated with all client service agreements. While all course materials are electronically delivered, if an item needs to be shipped, shipping fees will be assessed based upon speed of delivery requested.

Term of Agreement: January 1, 2026 through December 31, 2026

If you agree with the terms, please sign this document below by hand or by electronic signature. Your signature by hand or electronic acknowledges acceptance of the fee terms noted on this document and those specified in the consulting agreement.

Print Name:	
Sign Name:	
Position:	

CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY AND RISK MANAGEMENT SERVICES

THIS CONSULTING AGREEMENT FOR PROFESSIONAL AQUATIC SAFETY AND RISK MANAGEMENT SERVICES ("Agreement") made and entered into as of the day and year last written herein below, by and between the client named in the Client Status Notification, located at the address stated on the Client Status Notification on ("Client"), and JEFF ELLIS & ASSOCIATES, INC., a Texas corporation, with corporate offices located at 3506 Spruce Park Circle, Kingwood, Harris County, Texas 77345-3033 ("Consultant").

RECITALS:

- A. Client owns and operates facilities that provide, amongst other things, aquatic activities.
- B. Consultant is in the business of providing a Lifeguard/Lifeguard Instructor Training Program and aquatic safety consulting related to aquatic activities.
- C. Client desires Consultant to provide the services to Client, as specifically set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

- 1. RECITALS: The foregoing recitals and Client Status Notification are reaffirmed and made an integral part of this Agreement.
- 2. CONSULTANT SERVICES: The following services shall be performed by Consultant at the prices or fees as set forth in the attached Client Status Notification:

(A) INTERNATIONAL LIFEGUARD TRAINING PROGRAM™. Consultant shall provide authorization to Client for purposes of training lifeguards in the International Lifeguard Training Program on an "as needed" basis which shall include the following:

- (i) Aquatic rescue technology;
- (ii) Victim identification training;
- (iii) Spinal injury management and extrication training for aquatic environments;
- (iv) Prevention/Scanning technology training;
- (v) Professional Lifeguard Development training;
- (vi) Consultant/Nationally Recognized Healthcare Provider CPR Training;
- (vii) Consultant/Nationally Recognized Lifeguard First Aid Training; and
- (viii) ILTP™ lifeguard credentials to be provided upon successful completion of training course for lifeguards employed at Client's facility.

(B) INTERNATIONAL LIFEGUARD TRAINING PROGRAM INSTRUCTOR. Consultant shall provide Instructor level training programs for the International Lifeguard Training Program on an "as needed" basis for Client's employees which shall include the following:

- (i) Teaching methodology which includes communication and presentation techniques;
- (ii) Rescue skills enhancement training to develop "Instructor level" quality for ILTP™ course demonstrations;
- (iii) ILTP™ course philosophy;

- (iv) Course management and administrative procedures;
- (v) Testing and evaluation procedures; and
- (vi) Aquatic Supervisor/Leadership Training.

(C) AQUATIC SAFETY OPERATIONAL AUDITS. Consultant shall perform its aquatic safety operational audits regarding the aquatic facilities operated by Client. Each year Consultant shall perform the number of audits stated in the Client Status Notification for the fees specified in the Client Status Notification. These audits shall include video record and written documentation in support of evaluations rendered to Client regarding aquatic risk management issues and same shall be delivered to Client upon completion of the audit.

(D) ACCIDENT INVESTIGATION AND LITIGATION SUPPORT. In the event of the occurrence of a fatal or catastrophic accident or any other legal proceeding regarding aquatic safety issues arising involving Client, Consultant shall make its records and documentation of the safety and training standards available to Client.

(E) ADDITIONAL SERVICES AS REQUESTED. Consultant shall provide additional services as requested by Client for the prices as set forth on the attached Client Status Notification ("Additional Services"). Consultant does not make any recommendation or endorsement as to Client's necessity to request any Additional Service. The providing of any Additional Service to Client shall be at the sole discretion and request of Client. Client shall be solely responsible for the selection(s) and timing of any Additional Services made by Client. Consultant shall provide the Additional Services within a reasonable time following Client's request.

(F) CONSULTANT'S INSURANCE. Consultant shall carry professional liability insurance coverage in the amount of at least two million dollars (\$2,000,000.00) and Workers Compensation coverage in the amount of one million dollars (\$1,000,000).

3. CLIENT'S RESPONSIBILITIES: Client's duties and responsibilities under this Agreement are as follows:

(A) Adhere to and comply with the International Lifeguard Training Program™ standard of care for lifeguarding, CPR, safety and emergency procedures;

(B) Consultant's Fees. Client shall pay Consultant the fees set forth in the Client Status Notification in addition to the out-of-pocket costs and expenses stated in this Agreement. Client shall pay the Annual Retainer Fee, Audit Fees, Facility Inspection Fee, all remaining billed hourly fees, lifeguard/lifeguard instructor fees, other fees and/or costs and expenses on a NET 30 basis from date of invoice in accordance with the business practices of Consultant. All amounts owed and unpaid after 30 days will be assessed a \$100.00 late fee per invoice per month until paid in full.

4. TERM: The Term of this Agreement shall be as stated in the Client Status Notification.

5. DEFAULT AND TERMINATION:

(A) Events of Default. Each of the following shall be an event of default ("Event of Default") under this Agreement for which the defaulting party shall be liable to the non-defaulting party for damages directly arising

out of the default (the defaulting party shall not be liable for consequential or incidental damages of any kind whatsoever):

(i) if Client fails to make any payment due under this Agreement within thirty (30) days from the date said payment is due;

(ii) if either party shall default in the substantial performance of any term, covenant or condition of this Agreement (other than those relating to the payment of monies by Client) and the defaulting party fails to remedy such default within twenty-one (21) days after receipt of written notice from the non-defaulting party of such default, or if such default is of such nature that it cannot be reasonably remedied within said twenty-one (21) days (but is otherwise susceptible to cure), the defaulting party shall within said twenty-one (21) days advise the non-defaulting party of its intention to institute all steps necessary to remedy such default and thereafter diligently pursue to completion all such steps necessary to remedy such default;

(iii) to the extent permitted by law, if either party admits, in writing, that it is generally unable to pay its debts as such become due;

(iv) to the extent permitted by law, if either party makes an assignment for the benefit of creditors; and

(v) to the extent permitted by law, if either party files a voluntary petition in bankruptcy, voluntarily or involuntarily goes into a liquidation, or a receiver is appointed with respect to substantially all of its assets, and the foregoing are not stayed or dismissed within one hundred and fifty (150) days after such filing or other action.

(B) NOTICE OF EVENT OF DEFAULT. The foregoing events of default shall not become effective and actionable (i.e., become an "Event of Default") until the non-defaulting party first sends written notice of same with sufficient detail regarding the nature of the default to the defaulting party and the defaulting party fails to cure said default within twenty-one (21) days from its receipt of said notice subject to the provisions of subparagraph 5(A)(ii) herein.

(C) TERMINATION.

(i) In the event this Agreement is terminated by operation of law or otherwise prior to the expiration of its Term (as defined in the Client Status Notification), then, in that event, all finished documents, manuals, data, studies, surveys, drawings, maps, models and aquatic safety auditing reports prepared by Consultant under this Agreement shall remain the property of Client and Consultant shall be entitled to receive equitable compensation for any such finished and/or unfinished work and services provided up to the date of termination.

(ii) At the end of the Term of this Agreement, this Agreement shall terminate and all ILTP lifeguard licenses shall become void and any inventory will remain the property of Consultant and shall be immediately returned by Client to Consultant.

6. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:

(A) CONFIDENTIAL INFORMATION. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Consultant and Client. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interest of Consultant whether or not such information is identified as Confidential Information by Consultant. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to

writing: the Risk Management Resource Guide and documents, client memos, newsletters, manuals, financial information, contracts, data, studies, surveys, drawings, maps, models, ILTP™, lifeguard licenses and aquatic safety auditing reports prepared by Consultant under this Agreement, and any other information or procedures that are treated as or designated secret or confidential by Consultant and Client.

(B) EXCLUSIONS. Confidential Information does not include information that Consultant or Client can demonstrate:

(i) is now, or hereafter becomes, through no act on the part of Client, generally known to the public; and

(ii) is rightfully obtained by Consultant or Client from a third party, without breach of any obligation to Client or Consultant, respectively; or (iii) is independently developed by Consultant or Client without use of or reference to the Confidential Information.

(C) CONFIDENTIALITY. Client, Consultant and their representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 6(D) and 6(E) of this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Consultant and Client hereby agree to indemnify and hold harmless the other party against any and all losses, damages, claims, expenses, and attorney's fees, including those for appeals, incurred or suffered by the other party as a result of a breach of this Agreement by Client, Consultant or their representatives.

(D) PERMITTED DISCLOSURES. Consultant and Client may disclose Confidential Information to responsible representatives and employees with a bona fide need to know such Confidential Information to the extent necessary to perform their employment responsibilities.

(E) REQUIRED DISCLOSURES. Consultant and Client may disclose Confidential Information if and to the extent that such disclosure is required by law, or by court order, provided that a reasonable opportunity is given to review the disclosure before it is made and to interpose any objection to the disclosure.

(F) USE. Client, Consultant and their representatives shall use the Confidential Information solely for the purpose of operating under this Agreement as it applies to the operation of Client's business and shall not in any way use the Confidential Information to the detriment of the other party. Nothing in this Agreement shall be construed as granting any rights to the other party, by license or otherwise, to any of the other party's Confidential Information.

7. MISCELLANEOUS:

(A) GOVERNING LAW AND VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the state of where the services are to be rendered.

(B) CAPTIONS AND PARAGRAPHS. Captions and paragraph headings in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

(C) ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement and any attachments hereto, if any, contain the entire agreement between the parties. There are no promises, agreements, conditions,

undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

(D) SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written and enforced as so limited.

(E) NOTICES. All notices, requests, demands, or other communications hereunder shall be in writing and deemed to have been given only if and when hand delivered or sent by nationally recognized overnight courier service (e.g., Federal Express, UPS) to the parties hereto at their respective addresses set forth at the outset of this Agreement or such other address as either party shall designate by notice pursuant to this paragraph. Copies of all notices, requests, demands or other communications hereunder to Consultant shall also be sent to Consultant's counsel: Patrick N. Smith, Smith Parker Elliot, PLLC, 10355 Centrepark Drive Suite 240, Houston, Texas 77043.

(F) CLIENT. The term "Client" shall mean the entity named in this Agreement and shall also include its officers, directors, employees, agents, representatives and the like.

(G) INDEPENDENT CONTRACTOR. Consultant, in performing its functions, duties and obligations herein, shall at all times be and act as an independent contractor. Nothing in this Agreement shall be construed as creating a partnership or joint venture between Client and Consultant, or as constituting Consultant as an agent or employee of Client.

8. NO THIRD-PARTY BENEFICIARIES: The terms, duties and conditions imposed by this Agreement are intended to be applicable solely to the parties to this Agreement. It is not the intent of the parties to create any third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall be deemed or interpreted to constitute the creation of a partnership, agency, joint venture or joint enterprise, nor shall either party have any authority to bind the other. Neither party shall suggest, imply, or hold itself out as having any affiliation or authority as an agent, partner, affiliate, or associate of the other. The parties agree to take any and all reasonable measures necessary to ensure compliance with the provisions in this paragraph with respect to any such third parties.

9. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT PROVIDES ITS SERVICES PURSUANT TO THIS AGREEMENT "AS IS", "WITH ALL FAULTS" AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE, ALL WITH REGARD TO IT SERVICES PURSUANT TO THIS AGREEMENT. "THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF."

10. BACKGROUND CHECKS. Consultant shall comply with all applicable federal, state, and local laws concerning criminal background checks for both Consultant and all personnel performing any services on behalf

11. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The Parties understand and agree that, in the instance where a Client is defined as a governmental entity by statute, that it may enjoy such immunity, that the Client may assert, and does not waive or intend to waive by any provision through this Agreement, the monetary limitations or any other rights, immunities and protections provided therein.

12. **CLIENT AUTHORITY TO ACT:** By signing below, Client's representative acknowledges and agrees that he/she has read and fully understood all terms and conditions of this agreement, and that he/she has full legal authority to act on behalf of and to hereby legally bind the Client to all of the terms and conditions contained herein.

13. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by any applicable Client regulation, rule, and/or ordinance. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year last written herein below.

(Remainder of this page intentionally left blank)

APPROVED AS TO LEGAL FORM:

By: _____

ATTEST:

ATTEST FOR FIRM SIGNATURE:
(If corporation)

JEFF ELLIS & ASSOCIATES, INC:

Signature



Signature

Print Name

Richard A. Carroll
Print Name

Title

SVP/COO
Title

Date _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year last written herein below.

CLIENT

New Haven,
a MO, US corporation

CONSULTANT

Jeff Ellis & Associates, Inc.,
a Texas corporation



By:

RICHARD A. CARROLL, Senior Vice President/COO

Date:

Date: January 01, 2026

Electronic Signature Agreement

By checking the electronic signature box, I agree that the signature will be the electronic representation of my signature for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature.

Account Name: New Haven

Name:

Title:

Signature:

Company: New Haven

State/Country of incorporation: MO, US

City of New Haven Special Event Permit Application



The City of New Haven welcomes and encourages Special Events such as fairs, festivals, parades and other community events. Municipal Ordinance requires a permit for any organized event to be held on City of New Haven property, including City parks and City streets and rights-of-way. Please fill out the following form and City staff will contact you to review your event details. Thank you.

Event Information

Date(s) and Time: 4-4-26 12⁰⁰ NOON - 1:30PM.

Location(s): N.H. CITY PARK - NEAR RESTROOMS

Event Name / Event Sponsor N.H. LIONS EASTER EGG HUNT / LIONS

Contact Person JOHN BERGER 636-667-1024 BERGERFAMILY@HOTMAIL.COM

Name	Phone number	Email address
Event Description <u>LIONS ANNUAL EASTER EGG HUNT</u>		

Please attach additional information as necessary. If a run / walk or parade please attach the requested course or parade route.

Estimated number of attendees 100 - 150

Anticipated parking needs (ie on-street parking, parking lots, park grass areas etc.)

PARK AREA PARKING

Special Requests

Police Presence? Y / N If yes please provide details PR FOR THE POLICE DEPT

Street closures? Y / N If yes please provide details

Traffic control equipment? (Cones, barricades, etc.) Y / N If yes please provide number / kind and additional details

Electrical service / outlets? Y / N Electric is available in some areas but is limited

Event set-up / tear-down Y / N This is generally limited to taping / roping off of parking areas. Please provide any specific requests related to event set-up / tear-down. Clean up cost required if the Park Board is responsible for taking care of cleaning up after an event would be charged \$55.00 per hour per employee.

Other special requests

Event details

What type of vendors / booths / sales (if any) are you planning? Business licensing / food service licensing / sales tax licensing may be required. Please provide vendor details N/A

Will alcohol be served? Y / N Alcohol tasting / sales generally will require a liquor license, which will need a separate application. Please provide details on alcohol sales / service:

How are you handling restroom facilities? Please provide details. Portable Toilet Requirements: One per 100 people to include a Handicap Portable Toilet. One additional Handicap Portable Toilet is required for every 500 people.

Will any type of admission fee be charged? Y / N

City Permit Review guidelines

The City will review your Special Event Permit application and contact you with any questions or if additional information is needed. **There shall be no charge for a permit application.** The City may however impose reasonable fees if the event organizer is requesting assistance that requires significant dedication of City labor or equipment. Examples may include a police presence at the event that requires scheduling of additional police officers; event set-up / tear-down that requires dedicated City personnel for a prolonged period of time; use of specialized City equipment (backhoe, skid steer, etc.) which would reasonably incur an equipment / labor charge, etc. In general, events that require limited City assistance or equipment will not be charged a fee.

Please ensure that we have adequate time to review your application. Permits that request significant City assistance and for which a fee is recommended are subject to Board of Aldermen or Park Board approval. These boards typically meet once per month, so applications in general should be submitted at least one month in advance. Parades and street closure requests often require dedicated police presence, which must be scheduled in advance.

Insurance. Organized festivals and events generally will require that the event organizer obtain special event insurance, which specifically names the City of New Haven as Additional Insured. This insurance requirement protects both the sponsor and the City from liability for accidents, property damage, etc. This requirement may be waived for smaller events or those that have limited risk of accidents, etc. In these instances the City will generally require that the event sponsor enter into a Hold Harmless / Indemnification agreement with the City.

Licensing. In general, for-profit vendors must have a City business license and a Missouri sales tax license. If you are planning this type of event the City will assist in making sure the proper licensing is in place. The City of New Haven does not regulate food service operations; you may wish to contact Franklin County Health Department for more details. City liquor licenses are required for most kind of alcohol sales and tastings; the City will assist with this as well.

The City of New Haven welcomes special events and is happy to assist in helping make your event a success. Thank you for your application.

Applicant signature

I certify that all information provided in this application is accurate, and further that I have read and understand the general permit review guidelines as stated above.

John A. Berger 2/23/26
Applicant signature and date

City use only

City of New Haven Special Event Permit

This application for a Special Event Permit as submitted herein is hereby APPROVED / DENIED.
Special terms and conditions (if any):

Permit fee (if any): _____ City approved _____ Park Board approved _____

Authorized City signature: David Blomquist

MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION
MIRMA

3002 Falling Leaf Court
Columbia, Missouri 65201

PROTECTED SELF INSURANCE COVERAGE PACKET

COVERAGE PERIOD

July 1, 2025 to July 1, 2026

Effective at 12:01 a.m. on the dates listed above

THIS COVERAGE PACKET CONSISTS OF THE COMMON COVERAGE CONDITIONS, DEFINITIONS, AND ALL COVERAGE PARTS. A COVERAGE PART MAY INCLUDE MORE THAN ONE COVERAGE FORM AND/OR OTHER FORMS AND ENDORSEMENTS. ALL SUCH DOCUMENTS CONSTITUTE THE COMPREHENSIVE COVERAGE PACKET APPLICABLE TO ALL MIRMA "MEMBERS" FOR THE COVERAGE PERIOD ABOVE.

Protected Self Insurance is a program to provide uniform Property and Casualty coverage under one comprehensive plan for all participating "Members" of the Missouri Intergovernmental Risk Management Association (MIRMA).

MIRMA, however, is not an insurance company. MIRMA is a non-profit, self-insured risk pool organized under the provisions of Chapter 537 RSMo, and is comprised of the Political Subdivisions that are the participating "Members" of the Association.

MIRMA collects an annual assessment to be retained by MIRMA to pay losses, purchase necessary excess insurance and related services, and to pay the administrative expenses incurred by the Association.

This Coverage Packet applies to all "Members" of MIRMA and "employees". Coverage by MIRMA also extends to any person, organization, trustee, or estate to whom the "Member" is obligated by virtue of written contract or agreement to provide coverage such as is offered by MIRMA, but only in respect to any claims arising out of the operations by or on behalf of the "Member", and such coverage is limited to the terms and conditions of this Coverage Packet.

- M. “Employee”, “employee(s)”, and “employee’s”** means a person or persons who are in the direct employment of a “Member” in the ordinary course of the “Member’s” business and who are compensated by salary, wage, and/or commission by the “Member”. “Employee(s)” also includes a leased worker, temporary worker, volunteer worker, volunteer or individual serving on a board or commission of a “Member”, and others that are under the direct control and supervision of a “Member”, but only while acting in the course and scope of their employment or while performing official duties for and on behalf of the “Member”, but does not include independent contractors or independent legal counsel. “Employee(s)” also includes an elected and appointed official or trustee, but only after the elected or appointed official or trustee take and subscribe to an oath or affirmation before some court of record in the county, or the city clerk, or after being confirmed by the “Member’s” governing body, but only while acting in the course and scope of their employment or while performing official duties for and on behalf of the “Member”.
- N. “Employee benefit plan”** means group life insurance, employee assistance programs, group accident, health or disability insurance, investment plans or savings plans, profit sharing plans, pension plans, provided that no one other than “employee(s)” may subscribe to such insurance or plans.
- O. “Earth Movement”** means “Earthquake”, including any earth sinking, rising or shifting related to such event; Landslide, meaning the rapid, downward movement of a mass of rock, earth or artificial fill on a slope, whether naturally occurring or due to man made or other artificial causes, including any earth sinking, rising or shifting related to such event; Mine subsidence, meaning the subsidence of a man-made mine, whether naturally occurring or due to man made or other artificial causes, and whether or not mining activity has ceased; Earth sinking (other than sinkhole collapse), rising, shifting or movement, whether naturally occurring or due to man made or other artificial causes. All earth movements, earth movement shocks and volcanic eruptions that occur within any one hundred sixty eight (168) hour period will constitute a single Earth Movement.
- P. “Earthquake”** means a shaking or trembling of the earth’s crust, produced by tectonic or underground volcanic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes; and volcanic eruption, meaning the eruption, explosion or effusion of a volcano.
- Q. “Federal/Out of State claims”** those claims filed in a court that has jurisdiction to enforce judgment over the Member, other than a court which is part of the state judicial system of Missouri, which is not subject to and limited by any Missouri statutory law placing a monetary cap on the Member’s maximum liability for damages.
- R. “First Responder”** means a person who has successfully completed an emergency first response course meeting or exceeding the national curriculum of the United States Department of Transportation and any modifications to such curricula specified by the department and who provides emergency medical care as an “employee” of a “Member”.
- S. “Flood”** means flood, surface water, underground water, waves, tides, tidal waves, tsunamis, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; the release of water held by a dam; or water which backs up through sewers, drains or sumps; all whether naturally occurring or due to man made or other artificial causes.

legal title assigned to such claim, lawsuit or cause of action, and whether or not the claim preceded or was subsequent to the event for which coverage is excluded or not provided.

SECTION IV - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Part carefully to determine rights, duties, and what is and is not covered.

A. COVERAGE AGREEMENT

We will pay those sums that the "Member" and/or "employee" becomes legally obligated to pay as damages as a result of "bodily injury" or "property damage" to which this coverage applies. We have the right and duty to defend the "Member" and/or "employee" against any lawsuit or other cause of action seeking those damages. We have the right, but no duty, to appeal any judgment.

We have no duty to defend or indemnify the "Member" and/or "employee" against any claim, lawsuit or other cause of action seeking damages for "bodily injury" or "property damage", or for any other damages however named, to which this coverage does not apply.

1. We may, at our sole discretion, investigate, settle and/or defend any claim, lawsuit, or other cause of action to which this coverage applies. But:

- a. The most we will pay for all damages and expenses, including but not limited to legal defense costs, is the amount described in **SECTION I – LIMIT OF COVERAGE, A.**; and
- b. Our right and duty to defend and/or indemnify ends when we have exhausted the applicable Limit of Coverage.

2. This coverage applies only to claims for "bodily injury" and "property damage", and only if:

- a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- b. The "bodily injury" or "property damage" occurs during the coverage period. This coverage does not apply to any "bodily injury" or "property damage" that occurred or first took place prior to the coverage period, including any change, continuation or resumption of such "bodily injury" or "property damage" during the coverage period.

B. EXCLUSIONS

This coverage does not apply to "bodily injury", "property damage" or for any other loss, claim, lawsuit or other cause of action for or arising out of:

1. "Bodily injury" or "property damage" that is expected or intended from the standpoint of the "Member" and/or "employee", or for any other intentional, criminal, fraudulent, or dishonest act or omission, committed by or at the direction of a "Member" and/or "employee".

We have no duty or obligation to provide a defense for any "Member", or "employee" for any acts that knowingly violate the rights of another or for any actual or alleged criminal, dishonest or fraudulent acts.

This exclusion does not apply to expected or intended "bodily injury" or "property

damage” arising out of the discretionary use of force by licensed police officers or “property damage” caused by fire professionals committed in the course and scope of their employment by a “Member”. However, this exclusion does apply to actual or alleged acts committed by police and fire professionals that knowingly, willfully and/or with malice and intent, violate the rights of another or for actual or alleged criminal, dishonest or fraudulent acts, including any incident that results in the revoking or surrendering of the involved officer’s peace officer’s license.

2. “Property damage” to:

- a. Property a “Member” owns, rents or occupies.
- b. Any property that is owned by a Community Improvement District (CID), Neighborhood Improvement District (NID), or other similar entity; located in the geographic boundaries of the “Member” causing the “property damage”; and is listed in **SECTION II – COMMERCIAL PROPERTY COVERAGE, D. EXCLUDED PROPERTY.**
- c. Premises a “Member” sells, gives away or abandons, if the “property damage” arises out of any part of those premises.
- d. Property loaned to a “Member”.
- e. Personal property of others in the care, custody or control of the “Member”.
- f. That particular part of real property on which the “Member” or any contractors or subcontractors working directly or indirectly on behalf of the “Member” are performing operations, if the “property damage” arises out of those operations.

SECTION V - PERSONAL AND ADVERTISING INJURY LIABILITY

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Part carefully to determine rights, duties, and what is and is not covered.

A. COVERAGE AGREEMENT

We will pay those sums that the “Member” and/or “employee” becomes legally obligated to pay as damages arising out of “personal and advertising injury” to which this coverage applies. We have the right and duty to defend the “Member” and/or “employee” against any lawsuit or other cause of action seeking those damages. We have the right, but no duty, to appeal any judgment.

We have no duty to defend or indemnify the “Member” and/or “employee” against any claim, lawsuit or other cause of action seeking damages for “personal and advertising injury”, or for any other damages however named, to which this coverage does not apply.

1. We may, at our sole discretion, investigate, settle and/or defend any claim, lawsuit, or other cause of action to which this coverage applies. But:
 - a. The most we will pay for all damages and expenses, including but not limited to defense costs, is the amount described in **SECTION I – LIMIT OF COVERAGE, A.**; and
 - b. Our right and duty to defend and/or indemnify ends when we have exhausted the applicable Limit of Coverage.
2. This coverage applies only to claims for “personal and advertising injury”, and only if:
 - a. The “personal and advertising injury” is caused by an offense arising out of a “Member’s” normal municipal operations and takes place in the “coverage territory”; and
 - b. The “personal and advertising injury” occurs during the coverage period. This

From: Glenn Price <gprice@mirma.org>

Sent: Friday, February 20, 2026 9:20 AM

To: Deborah Williams <deborah.williams@newhavenmo.org>

Subject: RE: Another question about Park Board Coverage

Deobrah ... I apologize for the late response on this ... if you have further questions, please let me know. I'll be out of the office this afternoon, but you can call me on my cell at (816) 835-5475.

While MIRMA provides E&O for board decisions, a claim for someone getting drunk at a local city event would be covered under the Bodily Injury/Property Damage section. I say this, because it is rare that someone would sue the City or the Park Board for the decision to allow beer to be sold at sporting events. They would sue the City or Park Board for any bodily injury sustained for the manner in which the alcohol was sold – that is, someone potentially sold too much alcohol to someone at a sporting event.

Further, there is no coverage for any bodily injury under the E&O coverage (see exclusion #2 on page 3-15) because any bodily injury claim is covered under the Bodily Injury/Property Damage Coverage.

Also to note that there is an exclusion for the sale of alcohol under the entire liability coverage part if the City or Parks Board violates any federal, state, or local liquor control laws ... which is a rare occasion.

Glenn A. Price, Jr.

Project Update: New Haven City Park Soccer Field – Spring 2026 Kickoff

From Alex Moraes <amoraes@franklincountysc.org>

Date Tue 3/3/2026 6:18 PM

To mckernanphillip@gmail.com <mckernanphillip@gmail.com>; Sarah Skeen <sarah.skeen@newhavenmo.org>; John Nilges <john@excelgr.com>

Cc Scott Alberson <salberson@franklincountysc.org>; Jason Schmelz <jschmelz@franklincountysc.org>; Josh Barylski <muddyboots.service@gmail.com>

Dear Partners and Stakeholders,

I am writing to provide a comprehensive update on the final phase of the soccer field project at New Haven City Park.

Project Funding & Commitment

First, I want to share that we recently learned we did not receive the T-Mobile grant we had applied for. While this is disappointing, it does not change our goal. **Franklin County Sports Club remains fully committed to completing this project this Spring.** We are moving forward with the remaining 10% of excavation, grading, and turf establishment to ensure the community has a high-quality field ready for use.

Contractor & Scope of Work

We are partnering with **Josh Barylski and Muddy Boots Services** to bring this project across the finish line. The work is organized into two seamless stages:

- **Phase A:** Final grading and site preparation.
- **Phase B:** Turf establishment (seeding/planting).

By combining these phases into a single workflow, we are avoiding duplicate mobilization costs and ensuring that once the grading is perfect, the grass goes in immediately.

Schedule & Weather Delay

Josh was originally slated to mobilize this weekend, March 7. However, due to the current rain forecast through Saturday, **we are experiencing a slight delay.** To protect the integrity of the soil and prevent deep rutting or compaction issues, Muddy Boots will wait until the ground is sufficiently dry to support heavy machinery. We are monitoring the weather daily and will mobilize as soon as we have a dry window.

Next Steps

- **FCSC:** Finalizing the 50% deposit and executed agreement to keep equipment reserved.

- **City/Park Board:** Once the grass is down, we will communicate with the Park Board so they can help us manage the watering schedule to ensure healthy growth.
- **Excelsior Engineering:** We will keep you apprised of the start date should any site inspections be required during this final 10% of dirt work.
- **Tim Hebbeler** will be replacing the old signs around the field and providing us with three new ones in the coming days.

We appreciate everyone's patience as we work around Mother Nature to deliver a professional-grade finished product. Please feel free to reach out if you have any questions regarding the proposal or the revised timeline.

Alex Moraes

Board President, Executive Director, Director of Coaching, Competitive Head Coach

Franklin County Sports Club



amoraes@franklincountysc.org



(573) 353-0788

One Club. One Goal

Learn More



City of New Haven

101 Front Street
PO Box 236
New Haven, MO 63068



February 9, 2026

Department of Natural Resources
Land and Water Conservation Fund
mspgrants@dnr.mo.gov

To whom it may concern,

The City of New Haven recently solicited bids for Nautical themed Playground Equipment and received bids from seven (7) vendors. Our request was for commercial grade ADA compliant playground equipment that included a stand-alone structure with at least 4 slides, interactive panels, and climbers. In addition, we requested a three (3) person swing, off-spring rider, a musical sensory piece, two (2) benches and solid surface rubber tiles that covered a use zone area of 73' x 42'6".

The bid opening was scheduled for Wednesday February 4th, 2026, at 1 p.m. We reviewed the nine (9) bids the following day and determined that two (2) of the bids were not nautical themed, so we removed them from consideration. The seven (7) remaining bids ranged from \$88,781.33 to \$189,861.00 (Exhibit A). We are making a recommendation to approve the bid from Playground Consultants at \$110,739.79.

Although this is not the lowest bid, we feel that this vendor was the most responsive and responsible bidder. Below is a breakdown of our determination:

Next Generation – Use zone was smaller than requested at 68'x36' and structure only included one slide.

Hutchinson Recreation and Design – Use zone was smaller than requested at 55'6"x46' and structure only included two slides.

All Inclusive – Structure only included three slides and a limited five (5) year warranty on all plastic components.

Playground Consultants – Use zone was exactly as requested at 73'x42'6", included four (4) slides, and all the additional items we requested with the addition of an oversized chair with the City logo engraved on it. Limited fifteen (15) year warranty on all plastic components.

Bollinger & Associates - over budget

Nu Toys – over budget

AB Creative – over budget



City of New Haven

**101 Front Street
PO Box 236
New Haven, MO 63068**



Thank you for giving us this opportunity to provide a place where families and children of all abilities to co-mingle, play and enjoy our downtown and John Colter Memorial Park on the riverfront.

Sarah Skeen

**Sarah Skeen
City Administrator
Enclosures**

SUSAN WARNECKE, City Clerk
Phone 573-500-2530

DAVID E. LUECKE, Mayor
www.newhavenmo.org

SARAH SKEEN, City Administrator
Facsimile 573-237-4696

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Exhibit A

SI

City of New Haven Bid Form
Playground equipment, 2026

Company / Bidder: The Playground Consultants, LLC.
Printed Name: Dana Amini
Contact number: 314-489-3242
Signature: Danelli Amini

Date: 01/24/2026

*Playground Description:

Item Description	Price
• Standalone play structure for ages 2-12 years ◦ slides ◦ interactive panels ◦ climbers ◦ ADA compliant: ▪ transfer step ▪ Ground level pieces	\$45,073
• 3 person swing - one ADA swing, one tot swing, one belt	All Freestanding Pieces \$16,063
• Offspring rider • Freestanding musical sensory piece	
• Surfacing: solid recycled rubber tiles	\$47,703.79
• ADA Benches	\$1,900
ADA features: See Proposal	Total: \$110,739

Please provide the following information with your bid:

Estimated order / delivery time: Current lead time is 6 weeks

*Play tiles cannot be separated out in purchase. If wanting to purchase the play equipment only, that can be separated out.



*WBE-State of Missouri

1/29/26

Quote #273 New Haven

The Playground Consultants

Dana Amini

15 Monarch Hill Ct

Wildwood MO 63005

Dana@theplaygroundconsultants.com

To: City of New Haven

Terms: 50% Deposit, Balance due upon completion

Burke Equipment 168-212544-1	\$ 79,610.00
Discount	\$ (18,124.00)
Surface Mounts	\$ 1,550.00
Play Tiles	\$ 47,703.79
Total	\$110,739.79



Please sign to place the order _____

Name & Date

Contact Information of who will be responsible for Invoices:

*Anything not listed above is not included.

*Assumes install area is free of line, pipes etc. Not responsible for locates or any additional drilling/digging.

*Once the equipment is delivered it is the client's responsibility/assets.

NEW HAVEN PLAYGROUND

PROPOSAL # 168-212554-1

COLOR KEY

GRAY	GRAY
OCEAN	OCEAN
OLIVE	OLIVE
BROWN	BROWN
SP MOSS/BLACK	SP MOSS/BLACK



SEBASTY SPOT®

FREEDOM SWING

EXTREME TWIST™ SPIRAL SLIDE

BOMBO DRUMS

SLIP & FLOW CLIMBER

PISTON PANEL

PLAYABLE™ CHAIRS THE

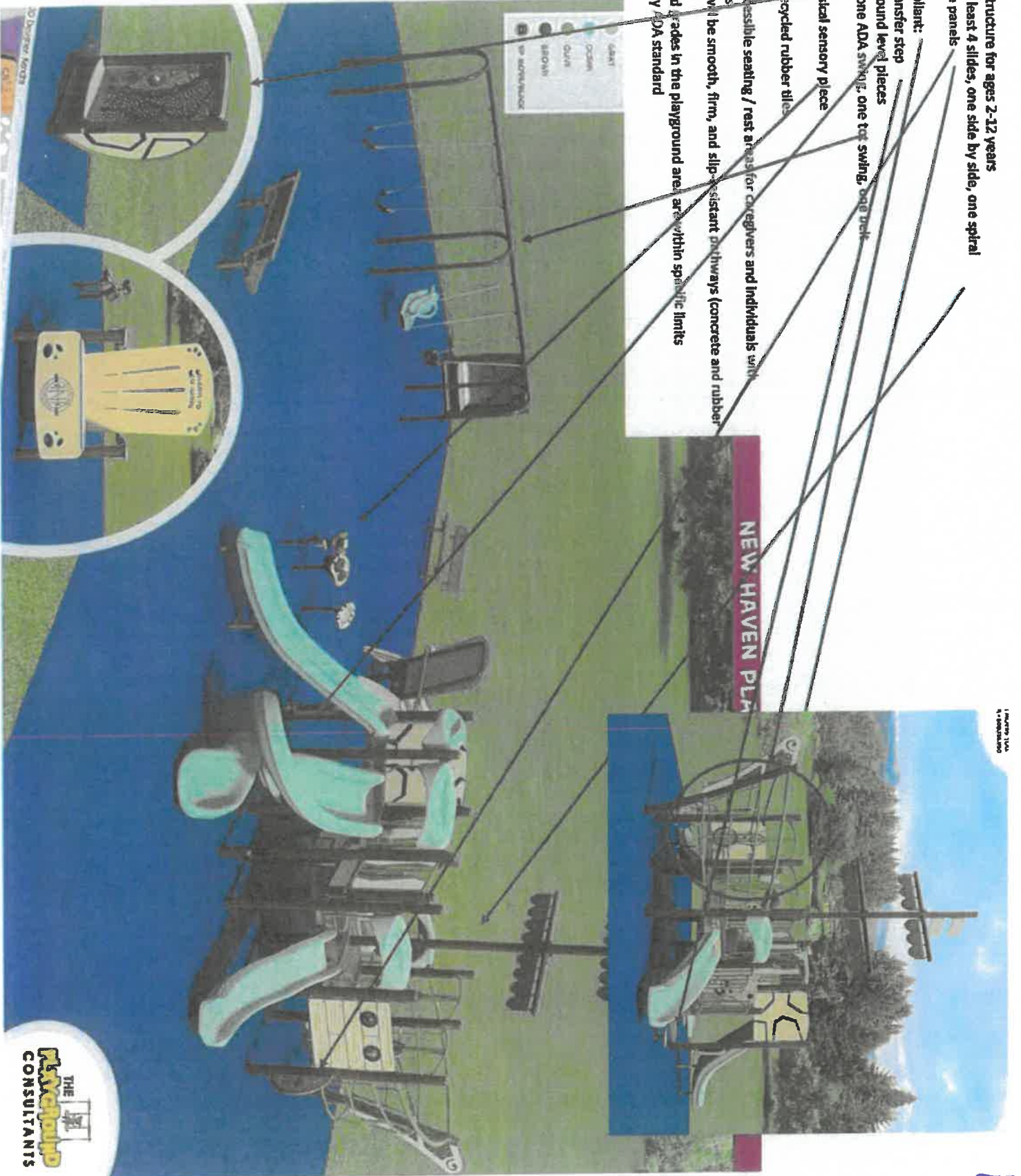
THE PLAYERS
CONSULTANTS

PLAY THAT MOVES YOU

A universally designed space creates a play experience everyone can enjoy! This beautiful, colorful, intelligently designed play environment is one where everyone can play, socialize, develop, relax, move and find the best of themselves through play. With many ground-level events and accessible components, this space is perfect for everyone. In addition, theming your playspace can bring children's imaginations to life! Studies show that imaginative play helps nurture a child's social, emotional and cognitive development.

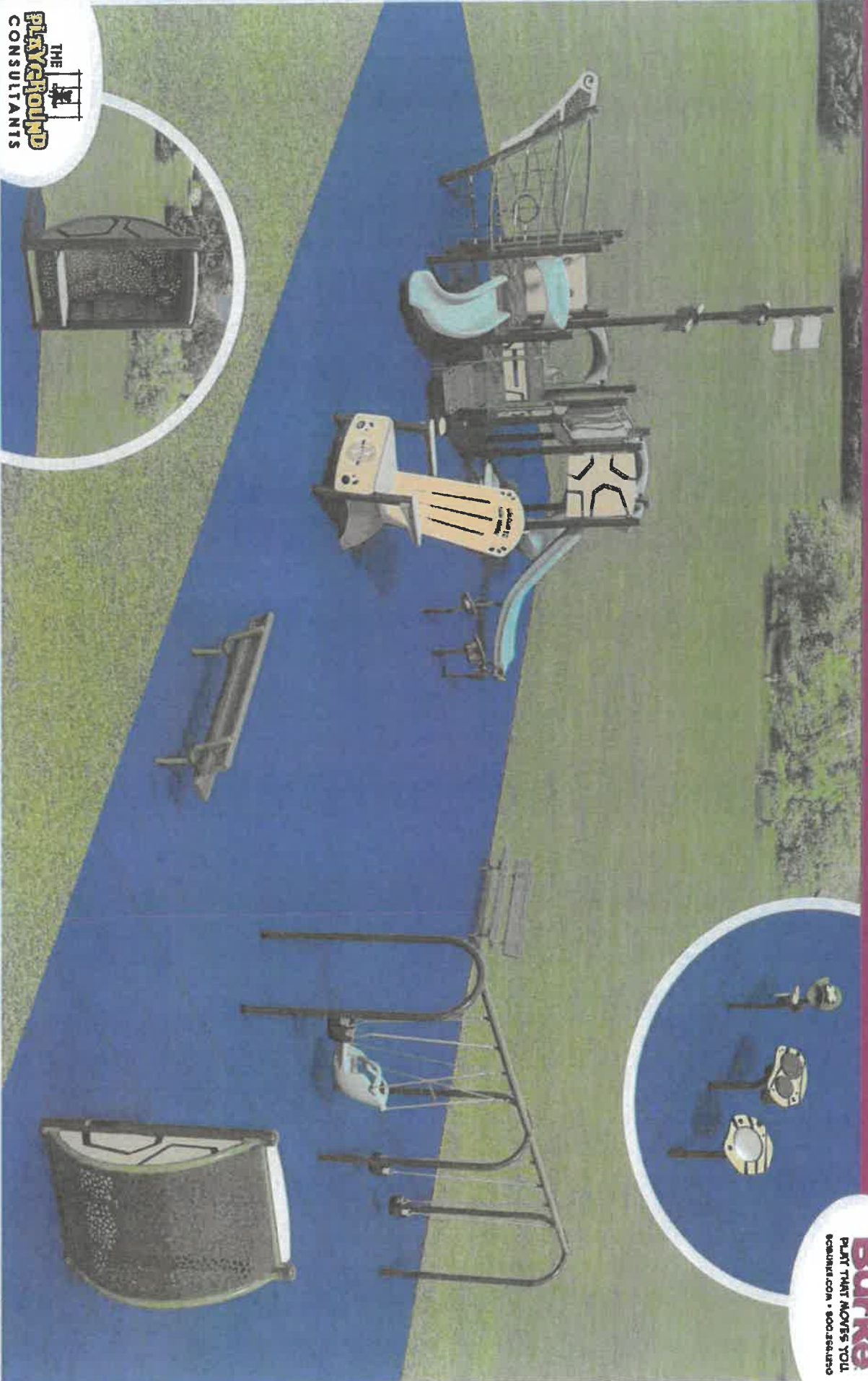


- Standalone play structure for ages 2-12 years
 - Slides – at least 4 slides, one side by side, one spiral
 - Interactive panels
 - Climbers
 - ADA compliant:
 - Transfer step
 - Ground level pieces
- 3 person swing - one ADA swing, one tot swing, one rock
- Offspring rider
- Freestanding musical sensory piece
- 2 benches
- Surfacing: solid recycled rubber tiles
- ADA features:
 - Bench (accessible seating / rest areas for caregivers and individuals with disabilities)
 - Surfaces will be smooth, firm, and slip-resistant pathways (concrete and rubber tiles)
 - Slopes and grades in the playground area are within specific limits allowed by ADA standard



PLAYERS LLC
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NEW HAVEN PLAYGROUND



THE
PLAYGROUND
CONSULTANTS

Burke
PLAY THAT MOVES YOU
BURKE.COM • 800.368.8880

NEW HAVEN PLAYGROUND

PROPOSAL #: 168-212554-1



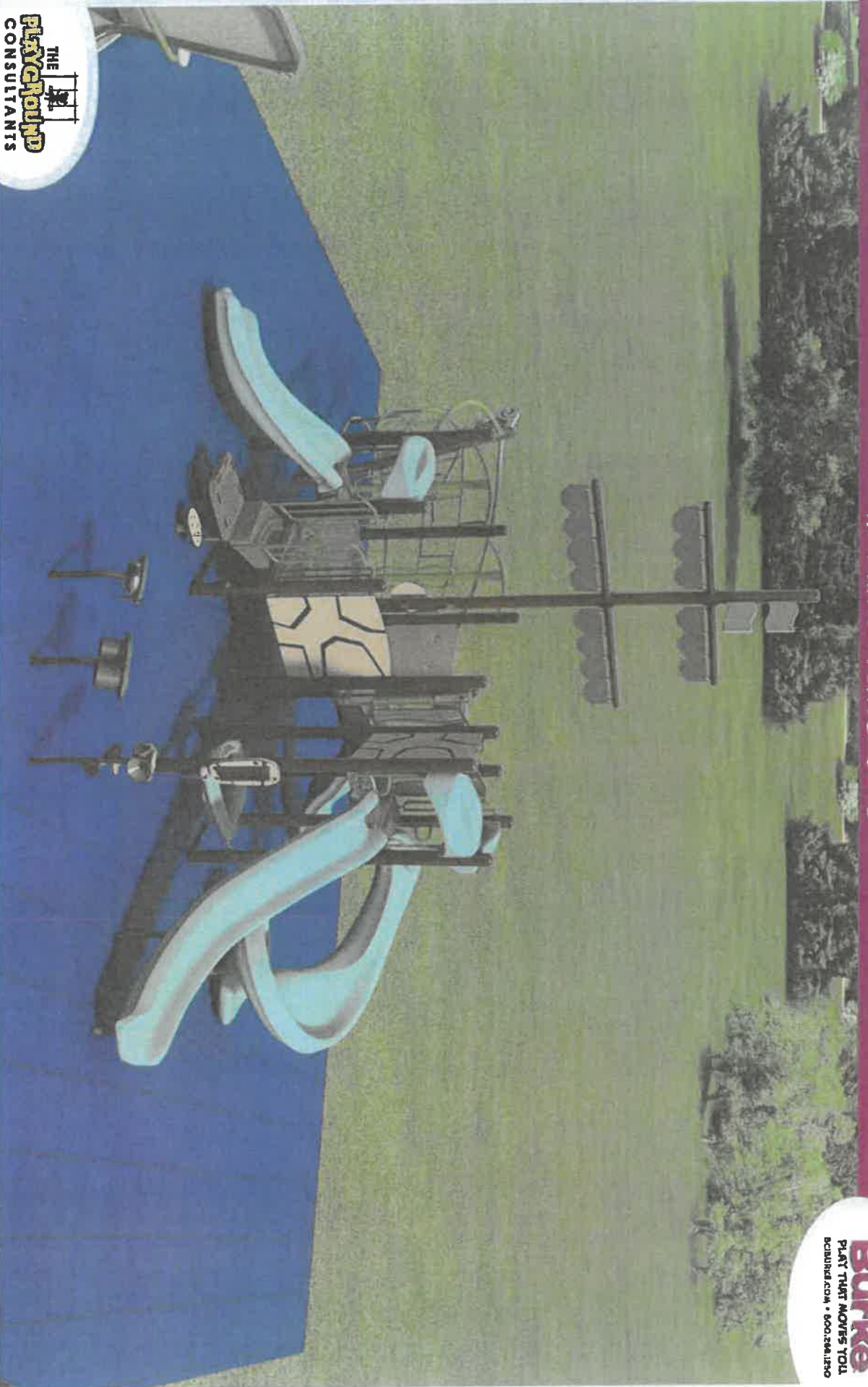
PROPOSAL #: 168-21254-1

NEW HAVEN PLAYGROUND

Burke
PLAY THAT MOVES YOU
BURKED.COM • 800.244.1190

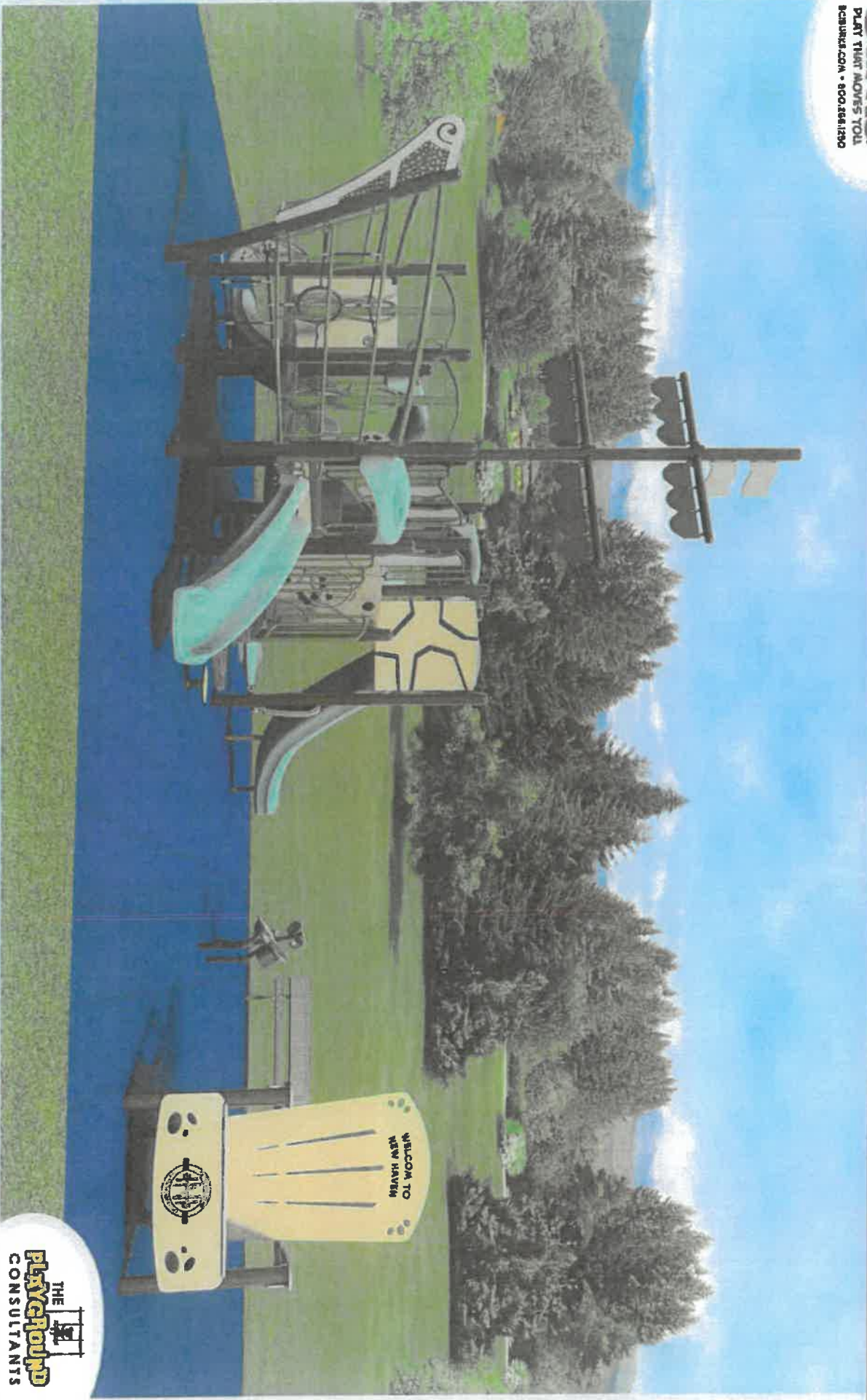
THE
PLAYCOUNDRY
CONSULTANTS

3D Designer: Kendra



NEW HAVEN PLAYGROUND

PROPOSAL #: 168-212554-1



3D Designer: Karisto