

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, MAY 16, 2022 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance
 Approval of the Minutes from the May 2, 2022 Council Meeting

Need Motion/Mayor Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor Memo

- a. Collector's/Treasurer's Report Summary – January 2022
- b. Monthly Investment Report – January 2022
- c. Liquor License Renewals

2. PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments

- a. Proclamation – National Public Works Week
- b. Police Officer Promotions & Reappointments
- c. Police Department Reappointments

Mayor
 Approve/Mayor Memo
 Approve/Mayor Memo

3. PUBLIC HEARINGS:

- a. Special Use Permit – 2134 Matilda Court
- b. Special Use Permit – 910 Missouri Avenue
- c. An ordinance granting a Special Use Permit to utilize 910 Missouri Avenue as a Vacation Rental in the City of Washington, Franklin County, Missouri.

Approve/Mayor Memo
 Approve/Mayor Memo
 Read &Int/Read/Vote/Mayor Memo

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- a. An ordinance vacating the alley between East First Street and Missouri Avenue from the northeast corner of the property located at 701 East First Street west to Boone Street in the City of Washington, Franklin County, Missouri.
- b. An ordinance authorizing and directing the execution of an agreement to sell and purchase real estate by and between the City of Washington, Missouri and Americare at Victorian Manor of Washington, LLC.

Read &Int/Read/Vote/Mayor Memo
 Read &Int/Read/Vote/Mayor Memo

- | | | |
|--|---------------------------|------|
| c. An ordinance authorizing and directing the execution of a contract with Cochran Engineering, Inc for Professional Design Services for the Earth Crest Extension Project and amend the 2022 Budget. | Read &Int/Read/Vote/Mayor | Memo |
| d. An ordinance approving a boundary adjustment for the Riechers Boundary Adjustment Plat in the City of Washington, Franklin County, Missouri. | Read &Int/Read/Vote/Mayor | |
| e. An ordinance authorizing and directing the acceptance of Quote No. 183445-1 with Fabick Cat for services to repair the Trash Compactor at the Struckhoff Sanitary Landfill and amend the 2022 Budget. | Read &Int/Read/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. Rabies Clinic – May 19, 2022
- b. 46th Annual Bicycle Safety Rodeo – May 21, 2022
- c. America in Bloom Symposium September 29 – October 1, 2022

14. ADJOURNMENT:

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

POSTED BY SHERRI KLEKAMP, CITY CLERK, MAY 12, 2022

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, MAY 2, 2022**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, May 2, 2022, at 7:42 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members:	Ward I	Al Behr Present
		Duane Reed Absent
	Ward II	Mark Hidritch Present
		Mark Wessels Present
	Ward III	Chad Briggs Present
		Jeff Patke Present
	Ward IV	Mike Coulter Present
		Joe Holtmeier Present
Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Ed Menefee
	Fire Chief	Tim Frankenberg
	Emergency Management Director	Mark Skornia
	Public Works Director	John Nilges

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

Approval of Minutes:

* Approval of the Minutes from the April 18, 2022 Council Meetings

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's/Treasurer's Report Summary – December 2021
- * Monthly Investment Report – December 2021
- * Final Payment Request – Lions Lake Pavilions
- * Final Payment Request – Old Bathhouse and City Auditorium Electrical Services
- * Liquor License Renewals: *Old Bridge Brewing Inc.; Kalbhairav LLC DBA All in One Liquor & Smoke House; Walgreens; Veterans of Foreign Wars DBA VFW; Walmart*

Supercenter #172, Vino Di Lafayette; Big Muddy Barbeque, LLC DBA Sugarfire Smokehouse; Oremor Hospitality, LLC DBA Pulque Mexican Restaurant; Midwest Petroluem Co #78; Casey's Marketing Company; Mid River Restaurants LLC DBA Applebee's Neighborhood Grill; Creek Side Enterprises of Washington Missouri LLC DBA The Creek Grill & Sports Bar; Imo's; Murphy USA #7416; Streber Events LLC DBA Oak and Front LLC

* Microfilm & Disposal of Records – Finance

April 25, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, Mo. 63090

RE: Microfilm and Disposal of Records

Honorable Mayor and Council Members:

I request authorization to dispose of the records listed on the attached sheets. Our procedures are compliant and follow the guidelines of the State of Missouri Statutes.

Respectfully submitted,

Mary J. Sprung, CPA

Finance Director

Cc: Record Retention File

Enclosure

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LOCAL RECORD PROGRAM DISPOSITION LIST

CITY OF WASHINGTON IN FRANKLIN COUNTY MISSOURI

The following list of records has met their retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The officeholder with jurisdiction over these records may elect to take the following action: Store the records, destroy the records or deaccession the records. If the records are destroyed or donated to a local historical agency, the action should be recorded in the minutes of the City Council with the record series and inclusive dates.

76 Boxes for Disposal

Prepared by Nicholas Tope

5/2/2022 - Dispose or Microfilm

QUANTITY	CONTENTS OF BOX	INCLUSIVE DATES	RECORD SERIES	RETENTION
13 boxes	Accounts Payable Records	2014-2016	GS007, GS009	5 yrs
3 boxes	Open Payable Report	2014-2016	GS007	5 yrs
	Open Encumbrance Report	2014-2016	GS007	5 yrs
	Fiscal Year Close Register	2014-2016	GS007	5 yrs
	Check Register	2014-2016	GS010, 0703	5 yrs
	Payable Register	2014-2016	GS007	5 yrs
	Encumbrance Report	2014-2016	GS007	5 yrs
	Disposed Asset Master Register	2014-2016	GS054	5 yrs
	Fixed Asset Transfer Register	2014-2016	GS007	5 yrs
	Fixed Asset Depreciation Register	2014-2016	GS054, 0713	5 yrs
	Fixed Asset Master	2014-2016	GS054	5 yrs
	Fixed Asset Auditor Report	2014-2016	GS054, 0713	5 yrs
	Bank Transaction Report	2014-2016	GS010	5 yrs
	Payment Register	2015-2016	GS007	5 yrs
	Vendor Master Report	2015-2016	GS034	5 yrs
	1099 Forms, Registers, Working Papers	2010-2011	GS034	5 yrs
5 boxes	Gas Recap	2012-2016	GS008	5 yrs
	Landfill Tickets	2013-2016	GS008	5 yrs
3 boxes	Payroll/Direct Deposit Register	2014-2015	GS068	5 yrs
	Payroll Distribution	2014-2015	GS068	5 yrs
	Payroll Summary	2014-2015	GS068	5 yrs
	Deduction Register	2014-2015	GS068	5 yrs
	Detail Register	2014-2015	GS068	5 yrs
	Benefits & Deductions	2014-2015	GS068	5 yrs
17 boxes	Daily Receipt Packets	2016-2017	GS011	Completion of Audit
1 box	Daily Receipt Forms	2012-2015	GS076	Completion of Audit

LOCAL RECORD PROGRAM DISPOSITION LIST

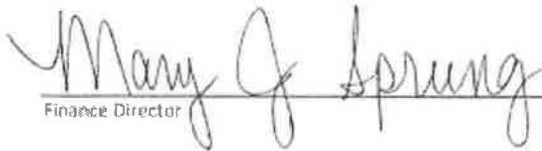
CITY OF WASHINGTON IN FRANKLIN COUNTY MISSOURI

6 boxes	Business License Applications	2013-2019	G5050	2 yrs
4 boxes	Cigarette License Applications	2003-2015	G5050	2 yrs
	Liquor License Applications	1994-1998	G5050	2 yrs
	Liquor License Applications	2015-2016	G5050	2 yrs
	Postage Usage Working Papers	2013-2015	G5015	1 yr
	Cigarette Tax Reports	2011-2015	0734a	5 yrs
	Franchise Tax Reports	2001-2015	0734a	5 yrs
	Public Surplus Receipts	2010-2013		
	Tourism Tax Reports	2005-2015	0734a	5 yrs
	Motor Fuel Tax	2006-2015	G5008	Completion of Audit
	Accounts Receivable Payment Reports	2012	G5008	Completion of Audit
	Business License Payment Reports	2012	G5050	3 yrs
	Utility Update Payment Reports	2012	G5008	Completion of Audit
3 boxes	Bank Statements	2012-2016	G5010	5 yrs
7 boxes	Journal Entry Source Documents	2011-2016	0717	5 yrs
1 box	Monthly Treasurer's Reports	2005 - 2015	G5005	Permanent - Microfilm
	End of Day Journal Register	2012	G5011	Completion of Audit plus 1 year
	Interest Schedule	2010 - 2013	G5005	Permanent - Microfilm
	Outstanding Checks	2011 - 2013	G5010	Completion of Audit plus 1 year
	Collector's Annual Report	2006 - 2011	G5002	Permanent - Microfilm
	Delinquent Tax Lists	2011 - 2014	0745	6 yrs
2 boxes	Treasurer's Reports Worksheets	2013 - 2016		
1 box	Sales Tax Report Worksheets	2009 - 2015	0753	6 years
	Unclaimed Property	2011 - 2015	G5087	1 year after turning over to State Treasurer
1 box	Property Tax Allocation	2006 - 2007	0747	6 years
	Property Tax Allocation	2014 - 2015	0747	6 years
	353 Corp Loan IE's & Worksheets			

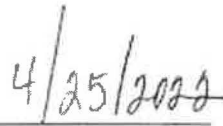
**LOCAL RECORD PROGRAM
DISPOSITION LIST**

CITY OF WASHINGTON IN FRANKLIN COUNTY MISSOURI

1 box	Budget Worksheets & Backup	2014	GS004	Completion of Audit
	Budget Worksheets & Backup	2015	GS004	Completion of Audit
1 box	Monthly Receipt Listing	2012 - 2014	GS011	Completion of Audit plus 1 year
1 box	CID Financial Reports	2007 - 2012	GS002, GS073	Permanent - Microfilm
		2011 - 2015	GS002, GS073	Permanent - Microfilm
	Annual Comprehensive Financial Reports			
	Budget	2013 - 2015	GS003	Permanent - Microfilm
	Budget Amendments	2013 - 2015	GS003	Permanent - Microfilm
	Budget Reports	2013 - 2015	GS003	Permanent - Microfilm
	Audit-Close Fiscal Year	2013 - 2015	GS002	Permanent - Microfilm
	Balance Sheet	2013 - 2015	GS002	Permanent - Microfilm
	Income Statement	2013 - 2015	GS002	Permanent - Microfilm
	Trial Balance	2013 - 2015	GS002	Permanent - Microfilm
	Single Audit Report	2013 - 2015	GS002	Permanent - Microfilm
4 boxes	Real Estate Tax Books	2013 - 2015	0747	6 years
	Personal Property Tax Books	2013 - 2015	0747	6 years
2 boxes	Utility Customer Move In and Out paperwork	2015 - 2016	1602	5 years



Finance Director



4/25/2022

Authorizing Signature

* **Fireworks Display**

April 20, 2022

Honorable Mayor and City Council

405 Jefferson Street

Washington, MO 63090

Re: Fireworks Display Permit Request

Dear Honorable Mayor and City Council,

The Washington American Legion Post 218 is requesting permission to discharge fireworks on July 4, 2022 at 9:30 PM with a rain date of July 5, 2022 at 9:30 PM. The Pyro technician will be Fazz Holdigns again this year. They are requesting permission to launch from the ball field at the fairgrounds.

The issuance of this permit is contingent upon all paperwork and approvals by all departments and weather conditions being favorable.

*Respectfully submitted,
Tom Neldon
Building Official*

- * Blotter Item – Proclamation – Day of Prayer; will be Item 2e
- * 2022 Council Committee Liaison Assignments will be Item 2f

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

PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Re-Appointments:

- * Proclamation – Historic Preservation Month

*Historic Preservation Month
May 2022*

WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973 as a way to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, the historic houses and buildings of Washington help make our City unique and provide links with aspirations and attainment of the City’s pioneers and their descendants, and strengthens the enduring bond between past and present; and

WHEREAS, Historic Preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the theme for 2022 “People Saving Places” is a national high-five to everyone doing the great work of saving places, in ways big and small, and inspiring others to do the same.

NOW, THEREFORE, I, James D. Hagedorn, Mayor of Washington, Missouri, do hereby proclaim May 2022 to be Historic Preservation Month in the City of Washington, Missouri, and call upon the people of Washington to join their fellow citizens across the United States in recognizing and participating in this special observance.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 2nd day of May 2022.

*James D. Hagedorn
Mayor*

* Proclamation – National Travel and Tourism Week

National Travel and Tourism Week

MAY 1–7, 2022

WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973 as a way to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, the historic houses and buildings of Washington help make our City unique and provide links with aspirations and attainment of the City's pioneers and their descendants, and strengthens the enduring bond between past and present; and

WHEREAS, Historic Preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the theme for 2022 "People Saving Places" is a national high-five to everyone doing the great work of saving places, in ways big and small, and inspiring others to do the same.

NOW, THEREFORE I, James D. Hagedorn, Mayor of the City of Washington, Missouri, do hereby proclaim May 1-7, 2022 as National Travel and Tourism Week in the City of Washington and urge all of our citizens to join me in this special observance.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 2nd day of May 2022.

James D. Hagedorn

Mayor

* Proclamation – Bicycle Safety Week

Bicycle Safety Week

May 15–21, 2022

WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, millions of Missourians will experience the joys of bicycling during the month of May through educational programs, races, commuting events, trail work days, helmet promotion, charity events or just getting out and going for a ride; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being and quality of life, to boost community spirit, to improve traffic safety, reduce pollution and congestion and wear and tear on our streets and roads; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, the Washington Police Department together with other members of the community will host the 46th Annual Bicycle Safety Rodeo on May 21, 2022 to promote greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road.

NOW, THEREFORE in recognition that the health, safety and welfare of its residents are the most valuable asset of any City, I, James D. Hagedorn, Mayor, proclaim May 15-21, 2022 as Bicycle Safety Week in the City of Washington and encourage all residents to enjoy the benefits of bicycling, recognize the importance of bicycle safety and be more aware of cyclists on our streets.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 2nd day of May 2022.

*James D. Hagedorn
Mayor*

*** Proclamation – National Police Week**

National Police Week

May 15-21, 2022

Whereas, in 1962 President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers' Memorial Day and the week in which it falls as National Police Week; and

Whereas, the members of the law enforcement agency of the City of Washington play an important role in safeguarding the rights and freedoms of the citizens of our community; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the weak against oppression; and

Whereas, the Police Department of the City of Washington has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service; and

Whereas, U.S. flags are to be flown at half-staff on Peace Officer's Memorial Day May 15th in tribute to those peace officers that have made the ultimate sacrifice in the line of duty.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri call upon all citizens of Washington and upon all patriotic, civic and educational organizations to observe the week of May 15-21, 2022 as National Police Week with appropriate ceremonies and observances in which all our citizens may join in commemorating police officers past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to this community and in doing so have established for themselves a desirable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Washington, Missouri to observe May 11, 2022 as Peace Officers' Memorial Day in honor of those peace officers who through their courageous deeds have lost their lives or have become disabled in the performance of duty.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 2nd day of May 2022.

James D. Hagedorn

Mayor

*Police Chief Ed Menefee recognized Police Officer Melinda Schmelz, Police Officer Charles Scheer, Police Officer Cody Boone, Police Officer Daniel Day and Sergeant Mike Grissom for the 2020 and 2021 awards they received from Mothers Against Drunk Driving.

* Proclamation – Day of Prayer

DAY OF PRAYER

WHEREAS, Throughout the history of America, faith in Almighty God has been deeply rooted in the foundation and building up of this great nation. From the early pilgrims to the Continental Congress, to the many Presidents and Governors who have served, we have exalted the Lord; giving Him praise and overflowing with gratitude throughout the generations as He carries us through times of great crisis and celebration; and

WHEREAS, A National Day of Prayer has been a part of our heritage since it was declared by the First Continental Congress in 1775 and a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and later amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, Leaders and citizens of our nation are afforded the privilege of prayer, affirming our spiritual legacy of instituting times of thankfulness and renewed reliance on Almighty God; we ought to exercise the freedoms we have to gather and pray, to unify hearts, communities, and our country, while we hold dear to our faith, freedoms, and to one another as fellow Americans all fearfully and wonderfully created in the image of God. May we take time to pray for our nation and our neighbors.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington do hereby proclaim May 5, 2022 as a DAY OF PRAYER throughout the City of Washington and I commend this observance to all of our citizens.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 2nd day of May 2022.

James D. Hagedorn

Mayor

* 2022 Council Committee Liaison Assignments

A motion to accept and approve the 2022 Council Committee Liaison Assignments made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* Police Chief Ed Menefee briefly discussed Peace Officers' Memorial Day. It will be Wednesday, May 11, 9 a.m.

ORDINANCES/RESOLUTIONS

Bill No. 22-12571, Ordinance No. 22-13527, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and Environmental Systems Research Institute, Inc. for ArcGIS Software and Services.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12572, Ordinance No. 22-13528, an ordinance authorizing and directing the execution of an STP-Urban Program Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the Front Street ADA Improvements Project STP-4940(607).

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12573, Ordinance No. 22-13529, an ordinance amending the 2022 Budget of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12574, Ordinance No. 22-13530, an ordinance authorizing and directing the City of Washington, Missouri to accept the Bid from NOC Technology for the purchase of 48 New Dell Optiplex Desktop Computers, Computer Monitors and Stands including Setup and Installation.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12575, Ordinance No. 22-13531, an ordinance amending the 2021-2022 Budget of the City of Washington, Missouri and authorizing payment to the Washington Community Fire Protection District for entering into an Agreement with ESCI for a Long Range Master Plan for the Washington Fire Department Serving the City and District.

The ordinance was introduced by Councilmember Hidritch.

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

TABLED - An ordinance authorizing and directing the execution of a Contract Agreement by and between the City of Washington, Missouri and DJM Ecological Services, Inc. for Highway 100 Median Bed Landscaping Services.

A motion to table the ordinance made by Councilmember Hidritch, seconded by Councilmember Patke, passed without dissent.

Bill No. 22-12576, Ordinance No. 22-13532, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and the Washington School District for Three (3) School Resource Officers to be assigned to duty for the Washington School District.

The ordinance was introduced by Councilmember Hidritch.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* None

MAYOR'S REPORT

* Thank you to everyone for their efforts and patience during these past two weeks.

CITY ADMINISTRATOR'S REPORT

* None

COUNCIL COMMENTS

- * Discussion on High Street and Highway 100 Stop Lights.
- * Reminder to speak into the microphones.

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:25 p.m. on the following roll call vote; Coulter-aye, Hidritch-aye, Briggs-aye, Wessels-aye, Patke-aye, Behr-aye, Holtmeier-aye, Reed-absent.

The regular session reconvened at 9:32 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 9:32 p.m. by Councilmember Holtmeier, seconded by Councilmember Wessels passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

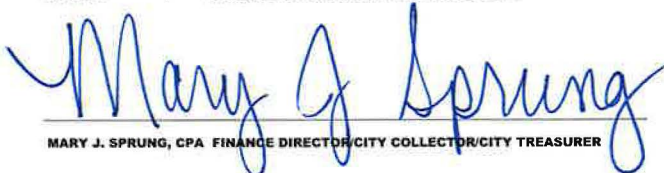
CITY OF WASHINGTON
 CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY
 JANUARY 2022

	City Collector's Report				Adjusted Cash Position						OVER (UNDER) FUNDED
	CASH BALANCE AS OF 01/01/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 01/31/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 01/31/2022	LESS DEBT SERVICE RESERVE 2021-2022	① LESS 15% / 25% DESIGNATED	
CASH FUNDS:											
GENERAL FUND ②	(302,839.22)	2,662,784.33	(1,267,643.31)	1,092,301.80	(52,661.26)	(8,891.02)	1,030,749.52	2,015,512.00	0.00	(1,665,393.30)	1,380,868.22
LIBRARY FUND ②	287,233.34	304,349.22	(67,631.48)	523,951.08	(183,051.09)	(54,057.20)	286,842.79	0.00	0.00	0.00	286,842.79
VOLUNTEER FIRE FUND	1,682,795.03	601,621.53	(48,379.04)	2,236,037.52	0.00	(24,343.28)	2,211,694.24	0.00	0.00	0.00	2,211,694.24
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	1,235,946.62	550.19	(100.00)	1,236,396.81	0.00	0.00	1,236,396.81	0.00	0.00	0.00	1,236,396.81
STORM WATER IMPROVEMENT FUND	3,565,795.64	99,604.76	(31,164.00)	3,634,236.40	0.00	0.00	3,634,236.40	353,676.00	0.00	0.00	3,987,912.40
CAPITAL IMPROVEMENT SALES TAX FUND	1,269,537.07	196,707.86	(14,990.45)	1,451,254.48	0.00	0.00	1,451,254.48	0.00	0.00	0.00	1,451,254.48
TRANSPORTATION SALES TAX FUND ②	(218,096.33)	660,332.41	(26,795.70)	415,440.38	0.00	0.00	415,440.38	0.00	0.00	0.00	415,440.38
DEBT SERVICE C.O.P. FUND	4,138,249.10	1,842.17	0.00	4,140,091.27	(1,853,338.39)	0.00	2,286,752.88	0.00	(1,834,300.00)	0.00	452,452.88
DOWNTOWN TIF RPA-1 FUND	943,105.82	248,927.80	0.00	1,192,033.62	0.00	0.00	1,192,033.62	0.00	0.00	0.00	1,192,033.62
FRONT & MAIN TIF RPA-3 FUND	99,777.29	44,751.09	0.00	144,528.38	0.00	0.00	144,528.38	0.00	0.00	0.00	144,528.38
RHINE RIVER TIF RPA-2 FUND	31,524.37	62,224.37	0.00	93,748.74	0.00	0.00	93,748.74	0.00	0.00	0.00	93,748.74
WATER FUND	923,858.26	164,228.30	(89,473.35)	998,613.21	0.00	0.00	998,613.21	0.00	(365,400.00)	(397,743.50)	235,469.71
SEWAGE TREATMENT FUND	517,539.04	236,836.08	(182,570.61)	571,804.51	0.00	0.00	571,804.51	0.00	(1,447,100.00)	(581,544.75)	(1,456,840.24)
SOLID WASTE FUND	4,182,873.01	198,659.77	(220,776.35)	4,160,756.43	(6,706,190.83)	0.00	(2,545,434.40)	0.00	0.00	(796,010.75)	(3,341,445.15)
PHOENIX CENTER II CID FUND	625.22	38,010.04	(37,629.94)	1,005.32	0.00	0.00	1,005.32	0.00	0.00	0.00	1,005.32
TOTALS	\$ 18,357,924.26	\$ 5,521,429.92	\$ (1,987,154.23)	\$ 21,892,199.95	\$ (8,795,241.57)	\$ (87,291.50)	\$ 13,009,666.88	\$ 2,369,188.00	\$ (3,646,800.00)	\$ (3,440,692.30)	\$ 8,291,362.58

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 134,576.24


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER


5/3/22
 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY COLLECTOR/CITY TREASURER

5/2/2022
 DATE

① = Resolution No. 11-108880 15% = Fund Balance Reserved For General Operating Fund
 25% - Fund Balance Reserve For Enterprise Funds (Water, Sewer, and Solid Waste)
 ② = Annually in October, Transfers for debt service and subsidy allocations are done which may result in a negative cash balances until tax revenues come in at calendar year end.

CITY OF WASHINGTON MONTHLY INVESTMENT REPORT

 JANUARY 2022	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN/(LOSS)	REVENUE	EXPENSE	SOLD/REINVESTED 10/01/21 - 09/30/22	ENDING ADJUSTED COST
	GOVERNMENT BONDS:								
FEDERAL HOME LOAN BANK BONDS	06/08/2021	2.125%	09/14/2029	\$ 240,207.40	(6,407.80)	-	-	\$ -	\$ 233,799.60
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/08/2023	\$ 494,035.20	(4,339.20)	-	-	\$ -	\$ 489,696.00
IBN: BOND TOTALS:				\$ 734,242.60	\$ (10,747.00)	\$ -			\$ 723,495.60
CERTIFICATES OF DEPOSITS:									
CAPITAL ONE BANK USA NA CD	02/08/2017	2.300%	02/23/2022	\$ 240,736.66	(398.64)	-	-		\$ 240,338.02
KS STATE BANK CD	02/09/2018	2.450%	02/09/2023	\$ 53,185.86	(155.27)	108.20	-		\$ 53,030.59
ENERBANK USA CD	09/27/2019	1.950%	03/27/2023	\$ 116,152.20	(343.20)	188.80	-		\$ 115,809.00
STATE BANK OF INDIA CD	02/25/2019	3.050%	02/28/2024	\$ 252,151.20	(2,143.11)	-	-		\$ 250,008.09
IBN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 662,225.92	(3,040.22)	297.00			\$ 659,185.70
FIRST INTERNET BANK INDIANA CD	02/01/2021	0.650%	08/02/2022	\$ 245,000.00					\$ 245,000.00
FIVE POINTS BANK CD	02/01/2021	1.000%	02/02/2025	\$ 245,000.00					\$ 245,000.00
MIDLAND STATES BANK CD	02/01/2021	0.750%	02/02/2024	\$ 245,000.00					\$ 245,000.00
VISION BANK CD	06/30/2021	0.750%	06/23/2023	\$ 245,000.00					\$ 245,000.00
AMERICAN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 980,000.00	0.00	0.00			\$ 980,000.00
CERTIFICATE OF DEPOSITS TOTALS:				\$ 1,642,225.92	\$ (3,040.22)	\$ 297.00	\$ -		\$ 1,639,185.70
MONEY MARKETS:									
IBN: MONEY MARKET				\$ 6,186.43		-	-	297.00	\$ 6,483.43
AMERICAN: MONEY MARKET				\$ 23.27	0.00	0.00		0.00	\$ 23.27
MONEY MARKET TOTALS:				\$ 6,209.70					\$ 6,506.70
GRAND TOTALS:				\$ 2,382,678.22	\$ (13,787.22)	\$ 297.00			\$ 2,369,188.00

ALLOCATIONS OF FUNDS:

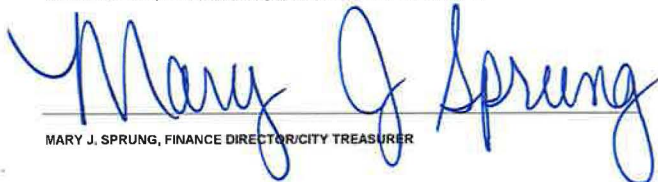
PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	515,512.00	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	-	
TOTAL GENERAL FUND:		\$ 2,015,512.00
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	353,676.00	
TOTAL STORMWATER FUND:		\$ 353,676.00
TOTAL MARKET VALUE OF INVESTMENTS:		\$ 2,369,188.00

NOTE: Market Value Adjustment done with annual audit adjustments in September.



DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

5/3/22
DATE



MARY J. SPRUNG, FINANCE DIRECTOR/CITY TREASURER

5/2/2022
DATE



May 11, 2022

Re: Liquor License Renewals

Sherri Klekamp, City Clerk
City of Washington
405 Jefferson St
Washington, MO 63090

Dear Sherri

Enclosed is a list of businesses that are applying for renewal of their City of Washington liquor license. The list includes: the name of the business and owner, the business location, fees paid, and the type of sale requested. All fees have been paid and the required paperwork has been submitted to the Collector's Office. The applicants have asked that their application go before the City Council at the May 16, 2022 meeting.

Sincerely,

A handwritten signature in blue ink that reads "Heather Parker".

Heather Parker
Accounts Specialist I
City of Washington

1. Miller's Grill
Larry Miller
2227 Highway A
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
2. Cinema 1+1 Corporation
Linda Mittler
1900 Phoenix Center Dr.
Mon – Sat Sale of Malt Liquor and Light Wines
\$50.00
Sunday Sales
\$200.00
3. Old Dutch Tavern LLC
Benjamin Wunderlich
227 Elm St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
4. Los Cabos
Melissa Meza
6244 Highway 100 #190
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
5. Angelina's Italian Market
Angela Gewinner
24 W 2nd St.
Mon – Sat Sale of Malt Liquor and Light Wines
\$50.00
6. Washington Elks Club & Bldg
Eugene Delleart
1459 W 5th St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

7. N-Sports
Randy Kleinheider
3101 Recreation Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
8. Kandlebinder, Inc
DBA: Zephyr Express
6791 Highway 100
Clarence R. Kandlbinder
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00
9. Aldi Inc. #05
Robert Jeffries
1505 Heritage Hills Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00
10. Schnuck Markets Inc.
DBA: Schnucks
Jed E. Penney
2073 Washington Crossing
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00
Tasting Fee
\$25.00

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

National Public Works Week May 15-21, 2022

WHEREAS, Public Works Employees focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of our residents, business leaders and civic organizations in the City of Washington; and

WHEREAS, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works employees who are responsible for rebuilding, improving and protecting transportation, public buildings and other structures and facilities essential for our residents; and

WHEREAS, it is in the public interest for our residents, business leaders and civic organizations to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in the community; and

WHEREAS, The American Public Works Association has celebrated the annual National Public Works Week since 1960 and this year's theme is "Ready & Resilient".

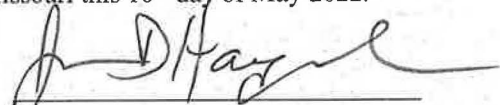
NOW, THEREFORE, I, James D. Hagedorn, Mayor of the City of Washington, do hereby proclaim the week of May 15 through May 21, 2022 as

National Public Works Week

in the City of Washington, and during this 62nd annual National Public Works Week I call upon all residents, business leaders and civic organizations to acquaint themselves with the issues involved in providing and maintaining our public works infrastructure and to recognize the contributions which public works employees make every day to our health, safety, comfort and quality of life.



In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 16th day of May 2022.


James D. Hagedorn
Mayor



May 9, 2022

City Council
City of Washington
405 Jefferson Street
Washington, Missouri 63090

Dear Councilmembers:

I herewith submit for your approval the promotion of the following Police Officers and each to be reappointed with their new rank.

NAME:

Sergeant Joseph T. Renkemeyer to Lieutenant Joseph T. Renkemeyer

Police Officer Casey C. Hill to Sergeant Casey C. Hill

Effective date of each promotion is July 15, 2022. Each ones new term of appointment is for one (1) year and will be from July 15, 2022 to July 15, 2023.

Sincerely,

James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Chief Edward Menefee
Washington Police Department
301 Jefferson Street
Washington, MO 63090

Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455
Email: emenefee@washmo.gov

Date: 05-9-22

To: Mayor Doug Hagedorn
City Council

From: Chief Edward Menefee

RE: Promotions and Appointments

Mayor Hagedorn and City Council,

I respectfully present the following police officer promotions for approval and appointment in a new term with their new rank:

NAME

SGT. JOSEPH T. RENKEMEYER	TO	LT. JOSEPH T. RENKEMEYER
OFFICER CASEY C. HILL	TO	SGT. CASEY C. HILL

Effective date of each promotion is July 15, 2022.

The new term of appointment for each is July 15, 2022 to July 15, 2023.

These promotions are due to Lt. Mark Lindgren's retirement. His last working day with the City was May 6, 2022.

Each individual listed for promotion is exemplary as an officer/supervisor. They are professionals that are committed to service and safety of the citizens. They are a credit to the City and the Department. I am proud of them.

Again, I respectfully request the listed promotions and new appointment dates be approved.

Chief Edward T. Menefee
Chief Edward T. Menefee



May 9, 2022

City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM</u> <u>EXPIRES</u>
Jim Armstrong Captain	May 30, 2022	July 15, 2022
Joe Kapustka Sergeant	May 30, 2022	May 30, 2023
Darryl Balleydier Lieutenant	June 3, 2022	July 15, 2022
Steven Sitzes Detective Sergeant	June 3, 2022	July 15, 2022
Joseph Renkemeyer Sergeant	June 7, 2022	July 15, 2022

Respectfully submitted,



James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Chief Edward Menefee
Washington Police Department
301 Jefferson Street
Washington, MO 63090

Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455
Email: emenefee@washmo.gov

DATE: May 9, 2022
TO: Mayor Doug Hagedorn
SUBJECT: Reappointment of Police Officers

Honorable Mayor,

I respectfully request the following Police Officers presentation to the City Council for reappointment with the Washington Police Department for the listed term. The term is limited for most due to promotions and reappointments already approved and taking effect July 15, 2022.

NAME	DATE EFFECTIVE	DATE EXPIRES
CAPT. JIM ARMSTRONG	May 30, 2022	July 15, 2022
SGT. JOE KAPUSTKA	May 30, 2022	May 30, 2023
LT. DARRYL BALLEYDIER	June 3, 2022	July 15, 2022
DET. SGT. STEVEN SITZES	June 3, 2022	July 15, 2022
SGT. JOSEPH RENKEMEYER	June 7, 2022	July 15, 2022

Thank you for your consideration.

Respectfully,

Chief Edward Menefee
Edward T. Menefee
Chief of Police



May 10, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 22-0501-Special Use Permit-2134 Matilda Court**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on May 14, 2022 the above mentioned Special Use Permit was tabled with a unanimous 6-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: May 9th, 2022

Re: File #0501 – Reddington – Vacation Rental at 2134 Matilda Court

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 2134 Matilda Court

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-1A
South	Single Family	R-1A
East	Single Family	R-1A
West	Single Family	R-1A

Analysis:

The applicant is requesting a special use permit to utilize 2134 Matilda Court for Vacation Rental Dwelling. The structure is currently a single-family home in an R-1A Single Family Residential zoning district. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

According to Section 400.120 – A Vacation Rental Dwelling (short-term rental) located on a property zoned R-1A must obtain a Special Use Permit. The subject property located in the Cricket Creek Estates subdivision off Stuetterman Road. It is surrounded by single-family residential uses with no other known homes also being utilized as a “AirBnB” or a “Home Stay”, however, staff sees no reason that approving this special use permit will detriment the surrounding properties. The subject has off street parking and the use is of a low intensity and frequency that it should not disrupt the neighborhood.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwellings at 2134 Matilda Court



May 10, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-0502-Special Use Permit-910 Missouri Avenue

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on May 14, 2022 the above mentioned Special Use Permit was approved with a unanimous 6-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: May 9th, 2022

Re: File #0502 – Ed Schmelz – Vacation Rental at 910 Missouri Ave

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 910 Missouri Ave.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	River/UP	N/A
South	Single Family	R-1B
East	Single Family	R-1B
West	Vacation Rental	C-1

Analysis:

The applicant is requesting a special use permit to utilize 910 Missouri Ave for Vacation Rental Dwelling. The structure is currently a single-family home in an R-1B Single Family Residential zoning district. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. The property had been denied a rezoning request to commercial in the past due to lack of adequate access, however this application is still residential in nature and won't have a greater trip generation than the existing use. The property is adjacent to a vacation rental owned by the applicant as well with access to parking.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwellings at 910 Missouri Avenue




Legend

Zoning

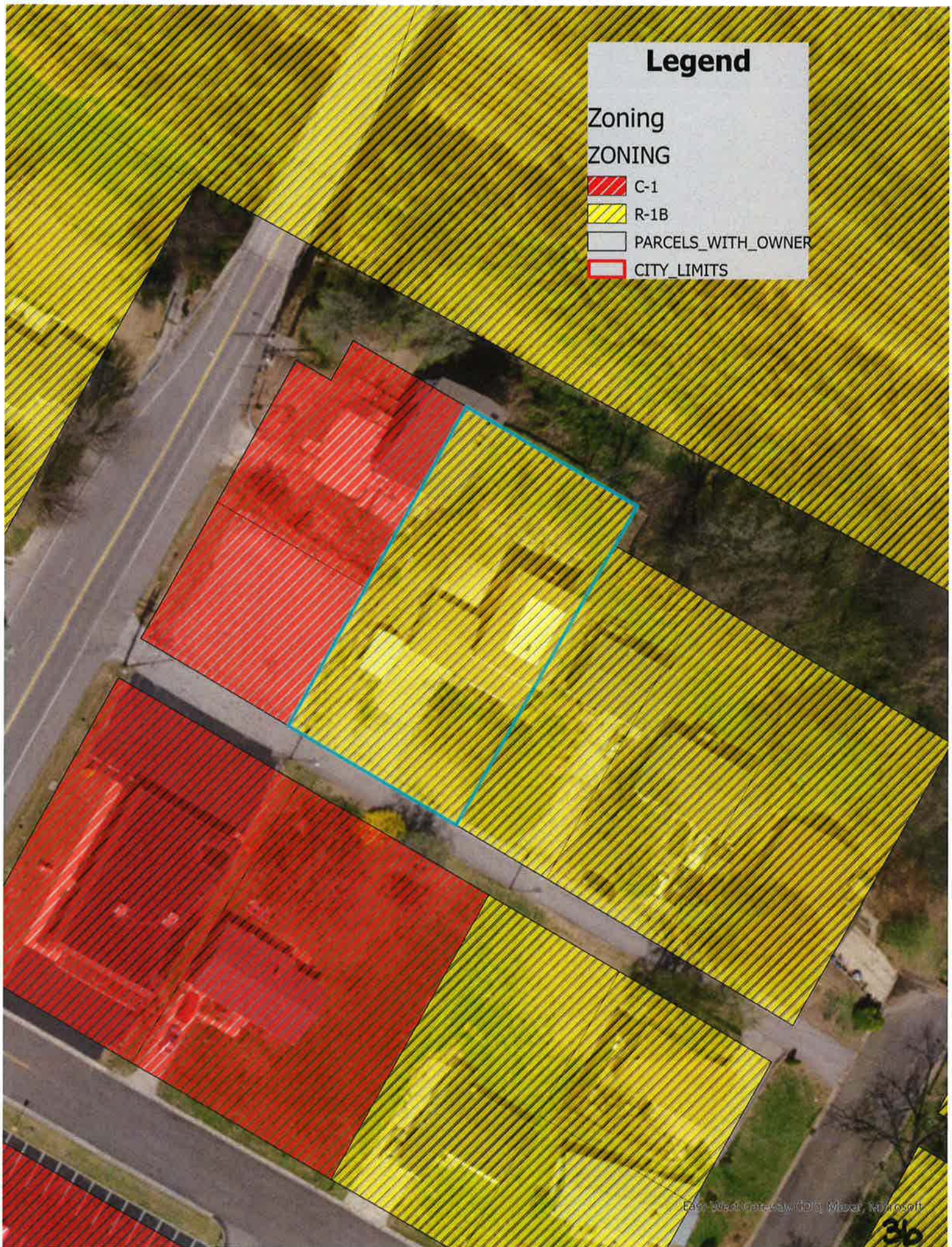
ZONING

 C-1

 R-1B

 PARCELS_WITH_OWNER

 CITY_LIMITS



CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services

405 Jefferson Street · Washington, MO 63090

636.390.1010 Phone · 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

All applications for Special Use Permits must be submitted to the Engineering Department at least 15 working days prior to the second Monday of each month in order to be placed on the agenda for the Planning & Zoning Commission Meeting.

Please Print:

Street Address: 910 Missouri Ave.

Lot: 78,9 Subdivision: Bassora PID#

Applicant Name: Ed Schmelz Phone: 636-584-2309

Address of Applicant: PO Box 1052, Union, MO 63084

Owner: same as applicant Phone:

Owner's Address:

Current Zoning: R 1A Proposed Zoning: C 1

It is proposed that the property be put to the following use: Guest house

Lot Size: Frontage 90 (feet) Depth 150 (feet) Number of Stories 2

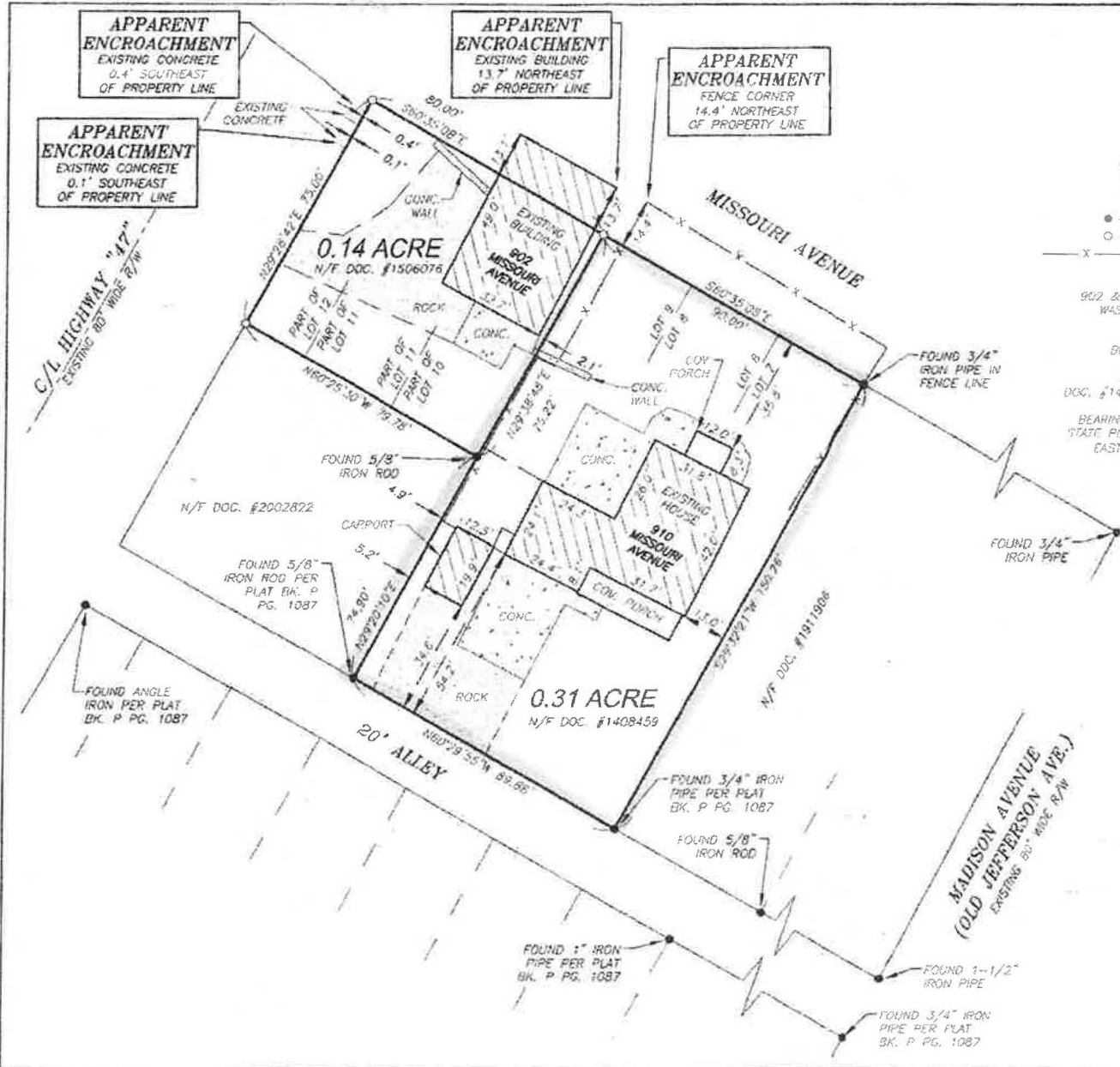
Number of Units: 2 Number of Off-Street Parking Spaces: 6

Include with this Special Use Permit Application:

- 1. Application Fee of \$150.00 (make check payable to the City of Washington)
- 2. Completed Special Use Permit Application
- 3. Plot Plan
- 4. Legal Description of Property
- 5. Building Elevation Plan (for new construction only)

Signature of Applicant [Handwritten Signature] Date 4/26/22

Ed Schmelz Applicant Name Printed



● = FOUND MONUMENT
 ○ = SET IRON ROD
 — X — = EXISTING FENCE LINE

ADDRESS:
 902 & 910 MISSOURI AVENUE
 WASHINGTON, MO 63490

DIMENSIONS TO
 BUILDINGS ARE 0.5L

DEED REFERENCE
 DOC. #1408459 & DOC. #1506076

BEARINGS BASED ON MISSOURI
 STATE PLANE COORDINATE SYSTEM,
 EAST ZONE (GRID NORTH)

NOTES:

Schedule 'B' of a current title report
 has not been furnished to the Land
 Surveyor by the Client and no
 investigation has been conducted as
 to the present status of easements
 or other restrictive conditions affecting
 the subject land.

Fence line encroachments will not
 necessarily be shown.

Line stakes will not be provided
 unless specifically requested.

Furthermore, without a current title
 report, the land surveyor makes no
 guarantee the owners as shown
 herein are correct.

Anything not visible from the surface
 is not certified to.

Surveyors by deed shall follow
 reoperation of plat to change
 ownership.

The land surveyor makes no
 guarantee that access to the lands
 as shown herein has been granted,
 identified, or reserved.

I, Cameron Luken, hereby certify to Ed Schmeiz that
 this survey was completed under my direct supervision,
 and to the best of my knowledge, information and
 professional judgment the results shown herein are
 correct and are made in compliance with the current
 standards for property boundary surveys of the Missouri
 Dept. of Insurance, Financial Institutions and Professional
 Registration (20-250 2030-16.0) as set forth therein.



Cameron Luken P.L.S. 2000164340
 P.L.S. for Wundtlich Surveying & Engineering, Inc.
 Franklin County Surveyor
 MISSOURI STATE CERTIFICATE OF AUTHORITY
 CIVIL ENGINEERING: 001088
 LAND SURVEYING: 002253

	BOUNDARY SURVEY WITH IMPROVEMENTS	
	ALL OF LOTS 7, 8 & 9, PART OF LOTS 10, 11 & 12, ALL IN BLOCK 5 OF THE TOWN OF BASSORA IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO.	
WUNDTLICH SURVEYING & ENGINEERING INC. 112 EAST MAIN STREET MINOR, MO 63455 (636) 353-8400	DATE: 1-1-2021 SHEET: 1 OF 1	1 OF 1

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO
UTILIZE 910 MISSOURI AVENUE AS A VACATION RENTAL IN
THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, May 16, 2022, notice of said hearing having been duly published in the “Washington Missourian”, and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

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

SECTION 1: That a Special Use Permit be issued for 910 Missouri Avenue for a use as a Vacation Rental.

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

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

Passed: _____

ATTEST: _____

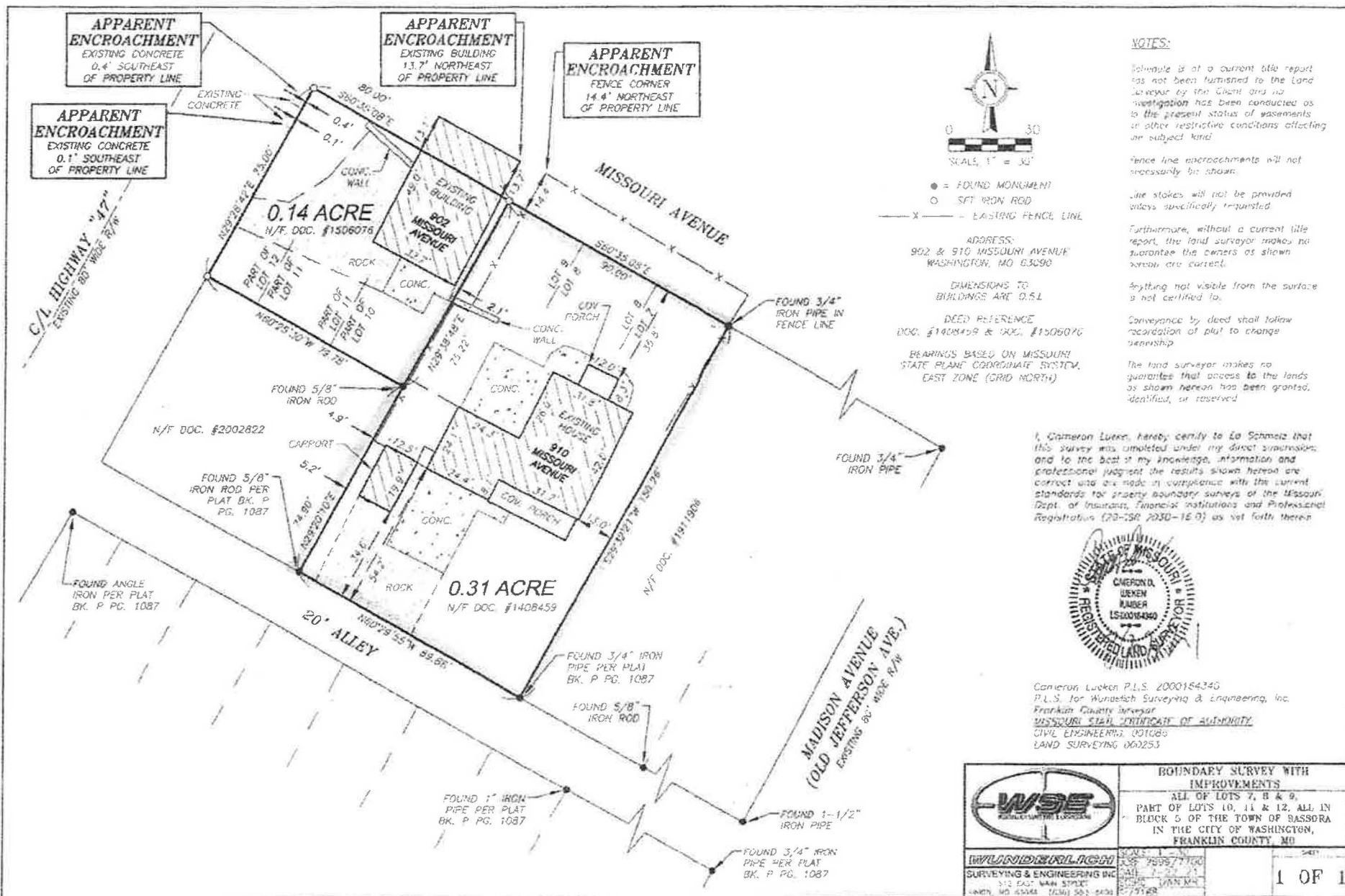
President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri





NOTES:

Volume 8 of a current title report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.

Fence line encroachments will not necessarily be shown.

Line stakes will not be provided unless specifically requested.

Furthermore, without a current title report, the land surveyor makes no guarantee the owners as shown herein are correct.

Anything not visible from the surface is not certified to.

Conveyance by deed shall follow recitation of plat to change ownership.

The land surveyor makes no guarantee that access to the lands as shown herein has been granted, identified, or reserved.

I, Cameron Luken, hereby certify to Ed Schmeiz that this survey was completed under my direct supervision, and to the best of my knowledge, information and professional judgment the results shown herein are correct and are made in compliance with the current standards for property boundary surveys of the Missouri Dept. of Insurance, Financial Institutions and Professional Registration (20-CSR 2030-16.0) as set forth therein.



Cameron Luken P.L.S. 2000154340
 P.L.S. for Wundelich Surveying & Engineering, Inc.
 Franklin County Surveyor
 MISSOURI STATE CERTIFICATE OF AUTHORITY
 CIVIL ENGINEERING 001088
 LAND SURVEYING 060253

	BOUNDARY SURVEY WITH IMPROVEMENTS ALL OF LOTS 7, 8 & 9, PART OF LOTS 10, 11 & 12, ALL IN BLOCK 5 OF THE TOWN OF BASSORA IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO.	
	DATE: 7/25/2008 TIME: 11:00 AM DRAWN BY: J. LUKEN CHECKED BY: J. LUKEN	SHEET 1 OF 1

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE VACATING THE ALLEY BETWEEN EAST FIRST STREET AND MISSOURI AVENUE FROM THE NORTHEAST CORNER OF THE PROPERTY LOCATED AT 701 EAST FIRST STREET WEST TO BOONE STREET IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

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

SECTION 1: The City of Washington hereby vacates and abandons any and all interest in a portion of right-of-way of a public alley between East First Street and Missouri Avenue from the northeast corner of the property located at 701 East First Street west to Boone Street more fully described in attached Exhibit A.

SECTION 2: All of that portion of the above vacated property is hereby retained as a perpetual easement or right-of-way for the construction, maintenance, repair, relocation and operation of sanitary sewers, surface water drainage, and all public utility facilities, and no permanent buildings or structures shall be located within or upon said easement without the prior written consent of the City.

SECTION 3: The City Clerk are hereby directed to file a certified copy of this ordinance with the Recorded of Deeds of Franklin County, Missouri, with the cost of recording borne by the applicant.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A





May 10, 2022

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

RE: Right-of-Way Vacation
Portion of Alley between Hancock Street and Boone Street

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The homeowner at 701 E 1st Street initially requested to vacate a portion of the alley shown on Exhibit A. We advised them that staff would only bring this request to City Council if they had signatures of all the property owners immediately adjacent to the portion requested. They were able to provide those signatures.

There is a public waterline that exists in the alley, but it is unimproved and currently has multiple trees. This ordinance will retain a public utility easement which would reserve the rights to place or maintain and public utility easements located, but it would remove the City's right to construct / improve a road in the future.

Cost of the project:

This project will cost \$0.00.

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

Respectfully,

A handwritten signature in blue ink, appearing to read "John Nilges".

John Nilges, PE
Public Works Director

Mr. Nilges,

I am writing to request that the city vacate a part of the alley between East First St. and Missouri Ave. The section that I am requesting to be vacated is from the north east corner of our property at 701 East First St., west to Boone St.

Below are the signatures of the adjoining neighbors.

Thanks.

Mike Smith:

636 221 9076
701 East First St
Washington, Mo

Caryn Kandler

Hena M Mayer Alan Satterly

Michael A Smith

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT TO SELL AND PURCHASE REAL ESTATE BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND AMERICARE AT VICTORIAN MANOR OF WASHINGTON, LLC

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

**AGREEMENT TO SELL AND PURCHASE
REAL ESTATE**

THIS AGREEMENT TO SELL AND PURCHASE REAL ESTATE ("AGREEMENT"), is made and entered into as of the date of the last execution hereof, which date is the ____ day of _____, 2022 (the "Effective Date"), by and between Americare at Victorian Manor of Washington, LLC, a Delaware limited liability company, hereinafter referred to as "SELLER", and the City of Washington, Missouri, a municipal corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "BUYER". Each of Seller and Buyer is a "Party" and collectively, they are the "Parties."

W I T N E S S E T H:

1. Seller warrants to Buyer that Seller is the 100% owner of the premises described hereinafter; and
2. Seller has offered to sell, and Buyer has agreed to purchase the premises described hereinafter subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

- (1) **DESCRIPTION.** The premises which are to be purchased by Buyer are located in Franklin County, Missouri, and are more particularly described as follows:

That certain tract of land containing in the aggregate of approximately 10,000 sq. ft., more or less, in Franklin County, Missouri as depicted on Exhibit A attached hereto and incorporated herein by reference (the "Premises"), together with any improvements currently located thereon and all and singular the rights, privileges, advantages, and appurtenances belonging or appertaining to such tracts of land, as well as all easements in or upon such tracts of land, and all roads, alleys, waters, streets, or rights-of-way bounding such tracts of land (to the centerline thereof), and rights of ingress and egress thereto, as well as any and all utility capacity, if any (and to the extent transferable), including, without limitation, water, drainage, and sanitary sewer, and other utility capacities and rights relating thereto, affecting or applicable to such tracts of land, as well as Seller's right, title and interest in and to all zoning and utility capacity applications, if any (and to the extent transferable) made to any governmental authority and all other inchoate rights affecting or applicable to the Premises (including, without limitation, any fees relating thereto and the benefits resulting therefrom) and one hundred percent (100%) of the use and control of the surface of the Premises free and clear of the rights of the owners of any mineral interests or the lessees of any surface lease relating to the Premises. The exact and final legal description of the Premises shall be subject to a Survey (as defined herein).

- (2) **PURCHASE PRICE.** The purchase price for the Premises shall be Fifteen Thousand and 00/100 Dollars (the "Purchase Price"). Within five (5) business days after the Effective Date, Buyer shall deposit with Title Company (as defined below) as a partial payment of the Purchase Price, the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit"). Title Company shall deposit the Deposit in an interest-bearing account, with interest accruing to the benefit of the Buyer. The Deposit shall be refunded to Buyer in the event Buyer rightfully terminates this Agreement under the terms and conditions herein; otherwise, the Deposit shall be applied to the total Purchase Price at the Closing.

(3) **BUYER'S REQUIREMENTS.** Buyer shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless Buyer determines, during the Review Period (as defined below), the Premises to be suitable for Buyer's intended purposes and until each of the following requirements of Buyer is satisfied as to the Premises. The decision as to whether the Premises are suitable for Buyer's intended purposes and the requirements have been fulfilled shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have from the Effective Date until the end of business ninety (90) days thereafter (the "Review Period") to notify Seller of Buyer's cancellation of this Agreement due to Buyer's determination that the Premises are unsuitable or to a failure of fulfillment of any one of the requirements.

REQUIREMENTS TO BE ACCOMPLISHED

(a) **Governmental Approvals:** Buyer must obtain and be satisfied with all approvals and permits required from the appropriate municipal, county, state and federal authorities, including, without limitation, the Missouri Department of Natural Resources ("MDNR") and the Environmental Protection Agency (the "EPA"), and Buyer must obtain assurances that it will obtain all governmental approvals necessary or desirable for Buyer's intended use and development of the Premises, including, without limitation, subdivision approvals, site plan approvals, development approvals and building permits for Buyer's planned improvements. Buyer must receive assurances that all necessary governmental approvals for access such as any wetlands or environmental approvals and permits have been obtained.

(b) **Adaptability to Construction:** The Premises must be adaptable to construction of the improvements envisioned by Buyer, at costs satisfactory to Buyer. The Premises must not have been used as a dump. The Premises must not contain any harmful, toxic or polluting substance.

(c) **Soil Test:** Any and all soil tests conducted on the Premises, including any conducted by Buyer, must yield a result satisfactory to accomplish the site plan development and the construction of improvements planned by Buyer.

(d) **Title Insurance:** Buyer must be able to obtain at the Closing (as defined below) an ALTA owner's policy of title insurance for the Premises (the "Owner's Title Policy") from a title insurance company selected by Buyer ("Title Company"), at Buyer's cost and expense, based upon a satisfactory commitment for title insurance for the Premises ("Commitment") to be furnished to Buyer by the Title Company following execution of this Agreement by both Parties. The Commitment shall identify the Premises and easements appurtenant thereto by the legal description set forth on the Survey (as defined below). The Commitment shall contain endorsements, unless prohibited by law stating (i) all of the parcels comprising the Premises are contiguous (if the Premises is comprised of more than one parcel) and that the Premises is contiguous to any property containing easements appurtenant thereto, (ii) the zoning classification of the Premises, (iii) the Premises abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the site plan approved by Buyer (iv) the property delineated in the Survey is the same as the Premises set forth in the Commitment, and (v) such other endorsements as Buyer may reasonably require (the "Endorsements"). Seller hereby agrees to provide to the Title Company any abstracts of title covering the Premises and/or any other form of title evidence it may have obtained, including any attorney's title opinion or any owner's title insurance policy. Buyer's decision as to whether "satisfactory" title insurance can be obtained shall be final and shall not be subject to question by Seller. The Commitment shall only contain exceptions for liens, encumbrances, claims, easements or other matters that have been approved by Buyer in writing (the "Permitted Encumbrances"). Seller shall cooperate fully with Buyer in helping Buyer to eliminate such exceptions from Buyer's title insurance binder as Buyer may desire eliminated,

and further, Seller shall cooperate fully with Buyer in order for all requirements of closing outlined in the Commitment to be accomplished in all respects.

(e) Survey: Buyer must be able to obtain, at Buyer's expense, an ALTA boundary survey for each tract of the Premises in a form satisfactory to Buyer, which form shall comply with, but not be limited to, the following requirements, (i) prepared by a surveyor or engineer licensed in the State of Missouri; (ii) in such form that the Title Company will delete the survey exceptions from the applicable Owner's Title Policy and made in accordance with the most recent Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping; (iii) certified to Buyer by such surveyor or engineer in a manner reasonably satisfactory to Buyer as being true and accurate and showing thereon all buildings, structures and other improvements, easements, building lines (together with the recording information concerning the documents creating any such easements and building lines), sewage, water, electricity, gas and other utility facilities, roads, and means of ingress and egress to and from the Premises to a public road; (iv) revealing no encroachments onto the Premises from any adjacent property, no encroachments by or from the Premises onto any adjacent property, nor any violation by any of the improvements on the Premises of any recorded building line or easement or other restrictive covenant or ordinance affecting the Premises; and (v) accompanied by a certificate from the surveyor or engineer to Buyer which certifies that there have been no changes or additions on the Premises since the date of the survey or, if there have been changes, the nature of such additions and changes (collectively, the "Survey"). The metes and bounds description of the Premises resulting from the Survey, if and as accepted by Buyer, shall upon such acceptance supersede and replace the description of the Premises set forth in Paragraph (1) hereof for all purposes hereunder and shall be the description of the Premises used in the "Deeds" and the applicable Owner's Title Policy to be furnished hereunder.

(f) Drainage: The Premises must be adaptable to effect drainage in a manner and at an expense satisfactory to Buyer.

(g) Flood Plain: The Premises must not lie in a flood plain, and the Survey must certify the same.

(h) Environmental Conditions: Buyer must be satisfied that the Premises is free of any pollutants, contaminants, chemical or industrial, toxic or Hazardous Substances as defined in Paragraph 15.

(i) Economic Feasibility: The Intended Use must be deemed by Buyer to be an economically feasible project, in Buyer's sole discretion.

(j) Right of Entry and Hold Harmless. Seller hereby grants permission to Buyer to enter on the Premises to conduct such investigations, inspections, testing, including soil tests, and such other review as Buyer may deem necessary or desirable during the Review Period. Unless stated to be the responsibility of Seller under this Agreement, Buyer agrees to pay the costs and expenses associated with its investigation or testing, and Buyer will repair and restore any damage to the Premises caused by Buyer's investigations or testing, at Buyer's expense. Buyer also agrees to defend and hold Seller harmless from all costs, expenses and liabilities arising out of Buyer's negligence or willful misconduct or that of its employees, agents, consultants or contractors in performing its evaluation of the Premises, except that Buyer shall have no responsibility to Seller and Seller hereby releases Buyer and agrees to defend and hold Buyer harmless from all costs, expenses and liabilities arising in connection with environmental conditions, Hazardous Materials Release (as defined herein) or underground structures or utilities that were not disclosed to Buyer.

(4) **DELAY IN OBTAINING PERMITS OR APPROVALS.** Except as provided herein, Buyer shall promptly commence efforts to obtain any permits and approvals, at its own expense, necessary for Buyer's Intended Use. Seller shall cooperate with Buyer in this regard and shall, if requested to do so, execute such applications or requests as may be necessary and to provide any information from Seller which may be necessary or useful in completing applications or requests. If, while in compliance with the requirements of this Agreement, Buyer shall experience delay in obtaining necessary permits or approval for the Premises for the Intended Use, Buyer will so notify Seller, and Buyer may elect one of the following in Buyer's sole discretion:

(i) To extend the Closing Date for a period not to exceed thirty (30) days to allow Buyer to obtain required permits or approvals as referred to above; or

(ii) To waive such permits and approvals and to close the transaction in accordance with the terms of this Agreement; or

(iii) To terminate this Agreement in which event neither Seller nor Buyer will have any further rights, duties or obligations under this Agreement, except as expressly provided herein.

(5) **ENVIRONMENTAL DISCLOSURE AND INVESTIGATION.** No later than five (5) days after the Effective Date, Seller shall inform Buyer of any Hazardous Materials or Release (as defined herein), and of any underground structures or utilities which are or may be present on the Premises, and Seller shall deliver to Buyer any documentation (for example, any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) Seller has within its possession or control regarding such conditions, structures or utilities other than the Environmental Reports. Seller acknowledges that Buyer needs this information in order to properly evaluate the Premises, to avoid damaging underground structures and utilities and to avoid causing, contributing to or exacerbating the Release of a Hazardous Substance in the course of Buyer's investigations. Any and all soil, rock, water, asbestos, and other samples taken from the Premises shall remain the property of Seller. At Seller's request and expense, Buyer will assist in making arrangements for the lawful disposal of any contaminated samples and will pay any related transportation or disposal fees, but only if Seller signs the manifest and any other documents required in connection with the disposal of contaminated samples. If Seller is not willing to sign the required documentation, Buyer's only obligation shall be to return the contaminated samples to Seller.

(6) **CLOSINGS.**

(a) **Closing.** Provided all conditions and requirements of Buyer hereunder have been satisfied as set forth in this Agreement, Seller shall convey the Premises to Buyer after the expiration of the Review Period, on a date mutually acceptable to the Parties, but in any event prior to or by August 15, 2022 (the "Closing Date"), unless the Parties mutually agree to extend such date. The "Closing" shall mean the exchange of the Deed (as defined below) for the Premises and other documents required under this Agreement for the Purchase Price on the Closing Date.

(b) **Closing Date and Deeds.** Seller shall prepare, at its cost, the deed conveying the Premises to Buyer, which deed shall contain covenants of title satisfactory to Buyer, which covenants of title shall state that Seller is seized of the Premises in fee simple, and that Seller has granted, bargained, sold and conveyed unto Buyer and its successors and/or assigns in title the Premises in fee simple; and that Seller will warrant and defend title against the claims of all persons or entities whatsoever. Title to the Premises at Closing shall be marketable and good of record and in fact and zoned to permit Buyer's Intended Use. The conveyance to Buyer under the deed shall be free and clear of any and all liens,

mortgages, deeds of trust, security interests, covenants, conditions, restrictions, easements, rights-of-way, licenses, encroachments, judgments or encumbrances of any kind, except:

(i) the lien of real estate taxes for the calendar year in which the Closing occurs, none of which are then due and payable; and

(ii) Permitted Encumbrances

(c) Prorations. All ad valorem taxes for the calendar year of the Closing shall be prorated between Seller and Buyer as of the Closing Date, and all taxes and assessments which were assessed or pertain to the time period on and before such Closing Date (irrespective of the actual date required to be paid) shall be the responsibility of the Seller, and either paid or given as a credit against the Purchase Price at the Closing, and Buyer is responsible for the taxes allocated to the time period after the Closing Date. Seller agrees to promptly forward to Buyer any property tax statements on the Premises received by Seller after the Closing and if Seller fails to do so, Seller shall be liable for any penalties Buyer has to pay because of Seller's failure. If the final amounts for all items to be prorated are not known at the Closing, the Parties will use the amounts that are most current and available, and to the extent of any differences with such amounts after the actual amounts for the prorated items are received, the Parties will re-prorate such items after such Closing.

(d) Brokers' Commissions. Seller and Buyer represent to each other that neither has employed nor engaged any real estate agents or brokers to be involved in this transaction.

(e) Extensions of Closing Date. Buyer may extend any Closing Date established for up to an additional fifteen (15) days if necessary to complete all documentation and title examination necessary for Closing.

(7) POSSESSION. Buyer shall be given sole and exclusive possession of the Premises at such time as a general warranty deed satisfactory to Buyer (the "Deed") is delivered by Seller to Buyer at the Closing, conveying the Premises in fee simple to Buyer, and Buyer pays the balance of the Purchase Price. On or prior to the Closing, Seller shall remove any and all trash and/or debris located on the Premises

(8) ASSIGNMENT BY BUYER. This Agreement may not be assigned by Buyer without the consent of Seller. If such assignment is made, then the sale of the Premises contemplated by this Agreement will be consummated in the name of any such assignee, and, after any such assignment, Seller will look solely to such assignee for the performance and discharge of all the obligations and liabilities of Buyer hereunder, the Buyer, in such event, being relieved of any obligation and liability hereunder.

(9) NO ASSUMPTION OF LIABILITIES. Except as specifically set forth herein, Buyer and Seller agree that Buyer is not assuming any liability of Seller and Buyer hereby disclaims any debts, liabilities or obligations of Seller not so specifically assumed.

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

To Seller: Americare at Victorian Manor
of Washington, L.L.C.,
120 S. Central Avenue
Clayton, Missouri 63105
Attention:

and to Buyer: City of Washington, Missouri
405 Jefferson Street
Washington, Missouri 63090
Attention: City Administrator

with a copy to: Sandberg Phoenix & Von Gontard P.C.
1200 Jefferson Street
Washington, Missouri 63090
Attention: Mark C. Piontek, Esq.

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

(11) **DESTRUCTION, CONDEMNATION.** In the event of any material damage to or destruction of the Premises or any material portion thereof or in the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof of the Premises or any portion thereof by anyone having the power of eminent domain), Buyer shall, by written notice to Seller delivered within fifteen (15) days of receiving written notice from Seller of such event, elect to: (i) terminate this Agreement and all of Buyer's obligations under this Agreement and this Agreement shall become null and void and no party shall have any right, duty or obligation under this Agreement, or (ii) consummate the purchase of the Premises. If Buyer does not elect to terminate this Agreement, then Seller shall on the Closing Date pay to Buyer all insurance proceeds then received by Seller plus an amount equal to any deductible, or self-insurance retention related to the casualty coverage, and all condemnation awards and compensation then received by Seller. In addition, Seller shall transfer and assign to Buyer, in form reasonably satisfactory to Buyer, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage, destruction or taking. Seller will not settle any condemnation or eminent domain or any award or payment in connection with a change in grade of any street, road, highway or avenue in respect of or in connection with the Premises, or any portion thereof, without obtaining Buyer's prior consent in each case.

(12) **DEFAULT.**

(a) **Seller's Default.** One of the purposes of this Agreement is to bind Seller to sell the Premises described in Paragraph (1). If the sale and purchase of the Premises contemplated by this Agreement are not consummated on account of Seller's default hereunder, Buyer shall be entitled to all other rights or remedies of Buyer, at law or in equity, which shall include that of specific performance.

(b) **Buyer's Default.** Seller shall be entitled, as its sole and exclusive remedy hereunder, to payment of the Deposit as full and complete liquidated damages for any default of Buyer, the Parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. Seller's receipt of the Deposit is intended not as a

penalty, but as liquidated damages. The right to receive the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of such sums.

(13) **EASEMENTS AND RIGHT-OF-WAYS.** Seller covenants and agrees that during the term of this Agreement, it shall not grant or enter into any easements, rights-of-way, contracts for work, or other agreements affecting the Premises, or the title thereto, without first obtaining the prior written consent of Buyer.

(14) **WARRANTIES, REPRESENTATIONS AND COVENANTS TO SURVIVE CLOSING.** The warranties, representations and covenants made by the Parties shall survive the Closing of this Agreement and the Closing Date and shall continue in full force and effect without termination. Wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or grant certain easements or other rights, where the context of the Agreement would require such performance to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Seller and Buyer.

(15) **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** As an inducement to Buyer to enter into this Agreement and to purchase the Premises, Seller warrants, represents and covenants to Buyer as of the Effective Date and as of the Closing, the following:

(a) **Authority.** Seller (i) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (ii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

(b) **Title of the Premises.** Seller owns 100% of the fee simple estate of the Premises.

(c) **The Premises.** All real property taxes and special assessments with respect to the Premises which were due and payable hereunder have been paid in full. There are no persons in possession of the Premises or any portion thereof other than Seller. No party to any reciprocal easement agreement affecting any of the Premises is in default thereunder and no event has occurred which, with the giving of notice, lapse of time or both, would constitute a default thereunder. No asset of any other person encroaches upon the Premises. All water, sewer, gas, electricity, telephone and other utilities serving the Premises are supplied directly to the Premises by facilities of public utilities. Seller has received all deeds, assignments, waivers, consents, non-disturbance and recognition or similar agreements, bills of sale and other documents, and duly effected all recordings, filings and other actions necessary to establish, protect and perfect its right, title and interest in and to the Premises

(d) **Maintenance of the Premises.** As of the Effective Date and through the Closing Date, Seller will: (i) not sell, lease or otherwise dispose of the Premises except to Buyer; (ii) maintain the Premises in as favorable a condition as the same is in on the Effective Date, except as otherwise set forth herein and except for normal wear and tear; and (iii) maintain insurance covering the Premises comparable to that in effect on the Effective Date.

(e) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Premises as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition

under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound.

(f) Condemnation. Seller has not received any notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Premises being taken by condemnation or conveyed in lieu thereof.

(g) Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge threatened, by or against or affecting Seller or the Premises or any portion thereof which does or may affect any portion of the Premises or title thereto. Seller will defend, indemnify and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Premises, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of a breach of any representations hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

(h) Assessments and Taxes. No assessments have been made against any portion of the Premises which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens; and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement.

(i) Boundaries. (i) There is no dispute involving or concerning the location of the lines and corners of the Premises, and such lines and corners are clearly marked; (ii) to Seller's knowledge, there are no encroachments on the Premises and no portion of the Premises is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Premises is located within a watershed area imposing restrictions upon use of the Premises or any part thereof.

(j) No Violations. To Seller's knowledge, there are no violations of state, federal or local laws, ordinances, or other legal requirements with respect to the Premises or any portion thereof. Seller has not received notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(k) Foreign Ownership. Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(l) Prior Options. No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Premises, or any part thereof.

(m) Mechanics and Materialmen. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Premises for which

any person could claim a lien against the Premises and shall not have done any work on the Premises within one hundred eighty (180) days prior to such Closing Date.

(n) Hazardous Materials. Seller has undertaken an appropriate inquiry into the previous ownership and uses of the Premises consistent with good commercial or customary practice in an effort to minimize liability with respect to Hazardous Materials and represents and warrants to Buyer that except as disclosed in the Environmental Reports:

(i) The Premises are now free from contamination by Hazardous Materials, and the Premises and the activities conducted thereon do not pose any significant hazard to human health or the environment or violate any Environmental Laws (as defined in this Paragraph 15 (o)(i)). There is no evidence of Release of Hazardous Materials at the Premises.

(ii) There has been no generation, treatment or storage of any Hazardous Materials at the Premises nor any activity at the Premises that could have produced Hazardous Materials.

(iii) There are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers or other man-made facilities at the Premises which may have accommodated Hazardous Materials at the Premises. Neither Seller, nor any third person, has stored, placed, buried or Released Hazardous Materials at the Premises, including the soil, surface water and ground water.

(iv) There has been no treatment, storage or Release of any Hazardous Materials on land adjacent or near to the Premises which may constitute a risk of contamination of the Premises or surface water or, ground water flowing to the Premises.

(v) No inspection, audit, inquiry or other investigation has been or is being conducted by any Governmental Authority (as hereinafter defined) or other third person with respect to the presence or discharge of Hazardous Materials at the Premises or the quality of the air, or surface or subsurface conditions at the Premises. Seller has not received notice that any such inspection, audit, inquiry or investigation is pending or proposed. Neither Seller, nor to Seller's knowledge, any previous owner of the Premises has received any warning, notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice or request for information alleging that Hazardous Materials have been stored or Released at the Premises or that conditions at the Premises are in violation of any Environmental Laws or requesting information regarding the use, storage, release or potential Release of Hazardous Materials at the Premises.

(vi) Definitions. For purposes of this Paragraph 15 and this Agreement: "Environmental Laws" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the

Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

“Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

“Hazardous Substances” as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste;

“Hazardous Waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

Materials as defined as “Hazardous Materials” in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

“Chemical Substance or Mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

“Governmental Authorities” means the United States, the State of Missouri and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence, including, without limitation, the MDNR and the EPA.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

Seller further agrees to execute any documents as may be required by Buyer at Closing to evidence the continued effectiveness of the warranties, representations and covenants contained within this Paragraph 15.

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

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

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

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

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

(21) **CUMULATIVE REMEDIES.** The rights, privileges and remedies granted by Seller to Buyer hereunder shall be deemed to be cumulative and may be exercised by Buyer at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Buyer shall have the right to choose to enforce any or all such rights, privileges or remedies.

(22) **AUTHORITY.** The undersigned Seller and Buyer hereby represent, covenant and warrant that all actions necessary will have been obtained and that they will have been authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Buyer and Seller covenant to provide written evidence of compliance with this Paragraph 23 prior to or at the Closing.

(23) **SUCCESSORS AND ASSIGNS.** The designation Seller and Buyer as used herein shall include said parties, their heirs, successors, representatives, and permitted assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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

(25) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall become a binding and enforceable Agreement among the Parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto. No prior verbal or written agreement with respect to the sale and purchase of the Premises shall survive the execution of this Agreement.

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

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

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

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

"SELLER"

Americare at Victorian Manor of Washington, LLC,

By: Kyle T. Schade

Name: Kyle T. Schade

Title: President

Date: 5-6-22

"BUYER"

City of Washington, Missouri

By: _____

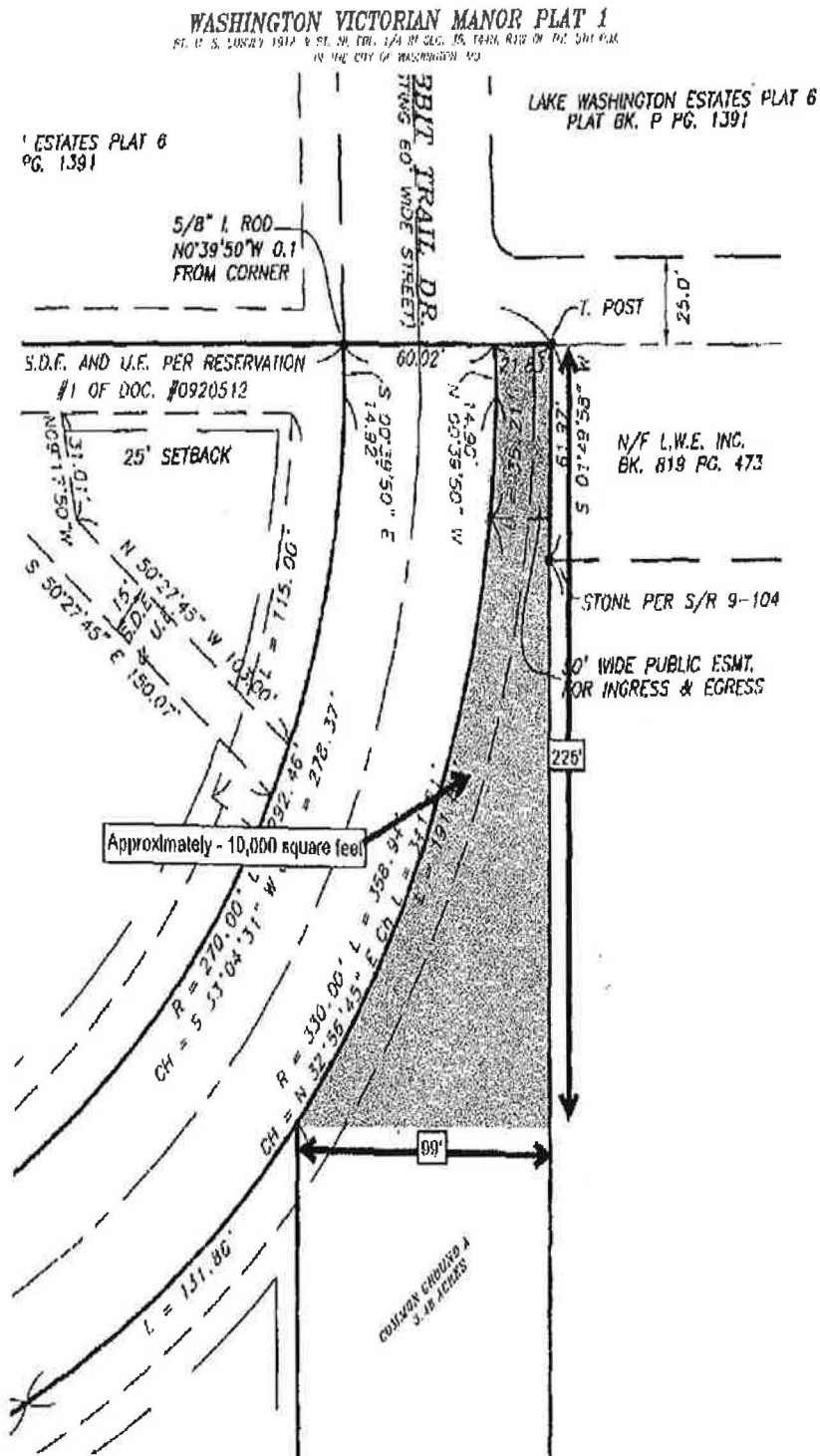
Name: James "Doug" Hagedorn

Title: Mayor

Date: _____

EXHIBIT A

DEPICTION OF PREMISES





May 11, 2022

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

RE: Real Estate Contract
Earth Crest Extension

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The City previously agreed to a development agreement that would construct an extension of Earth Crest from North Crest to Rabbit Trail. This street construction would traverse over three property owners, two of which were negotiated in the previously approved development agreement. The third property owner, Americare at Victorian Manor of Washington, LLC, was not part of that agreement and this contract would outright purchase 10,000 sf of their property for this roadway.

Cost of the project:

This project will cost \$15,000.00.

Budget Information:

This project is not budgeted and is included in a budget amendment for the design put forth on the same agenda.

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

Respectfully,

A handwritten signature in blue ink, appearing to read "John Nilges".

John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT WITH COCHRAN ENGINEERING, INC FOR PROFESSIONAL DESIGN SERVICES FOR THE EARTH CREST EXTENSION PROJECT AND AMEND THE 2022 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to execute a contract by and between the City of Washington, Missouri and Cochran Engineering, Inc for Professional Design Services associated with the Earth Crest Extension Project in the City of Washington, Missouri. A copy of the contact is attached and is marked as “Exhibit A”.

SECTION 2: This ordinance shall amend the 2022 Budget as follows:
Transportation Sales Tax Fund 261 – Increase of \$181,460 for the Earth Crest Extension Project (261-18-000-541100 Improvements other than Buildings).

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



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

April 29, 2022

Mr. John Nilges, P.E.
City of Washington
405 Jefferson Street
Washington, MO 63090

SENT VIA: jnilges@washmo.gov

RE: Proposal – Professional Design Services
Earth Crest Extension

Dear Mr. Nilges:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with our discussions, we offer the following professional services:

SCOPE OF WORK:

1. General scope of work – Design a local access street connecting Rabbit Trail Drive to North Crest Drive at the intersection of Earth Crest Drive in Washington, MO. The project will require a bridge or culvert structure to cross the South Branch of Busch Creek. Project to provide access to the Kleekamp Farm property. Project will also design a sanitary sewer extension from Phoenix Park to eliminate the lift station at Betony Court. Project will be designed completely and constructed in two phases.
2. Perform a topographical survey of the project area to obtain the information necessary to design the project. Information shall include location of utilities, existing topography, existing improvements, tie into existing property corners, set control and run benchmark and photographic documentation.
3. Prepare the necessary right of way documents, descriptions and exhibits for the acquisition of the right of way and easements.
4. Design the roadway as described above including pavement design, stormwater drainage, grading, utilities and access to properties.
5. Design the sanitary sewer main extension to allow removal of the lift station at Betony Court.
6. Prepare construction documents, including plans and specifications, to allow the City to bid the project out to prospective contractors and assist the City in bidding the project.

SERVICES INCLUDED:

1. Topographic Survey and Right of Way documents
2. Roadway Design
3. Stormwater Drainage Design
4. Bridge/Culvert Hydraulic and Structural Design
5. Sanitary Sewer Design
6. Construction Plans and Project Manual
7. Construction Cost Estimate

Initials:

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

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

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

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

7c

SERVICES NOT INCLUDED:

1. Architectural Services
2. Environmental/Geotechnical/Wetlands/Asbestos/Traffic Studies or Reports
3. Recording Fees
4. All Permit Fees
5. Property Boundary Survey
6. Off-site Conceptual Work and/or Cost Estimation
7. Right-of-Way Acquisition
8. Retaining Wall Design
9. Construction Inspection and Material Testing
10. Construction Stakeout (Cochran can provide under separate proposal on a time and material basis.)

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents placed before him. Prompt decisions will be required if project is to proceed on schedule.

FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be a lump sum fee of **\$166,460.00** for professional design services. This fee is good for a period of thirty (30) days from the date of this proposal.

PAYMENT:

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

TIME OF PERFORMANCE:

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

Initials: 

TERMS AND CONDITIONS:

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

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

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

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

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

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

Sincerely,



Tary Todd, P.E.
Cochran

Acceptance:
City of Washington

By: _____

Title: _____

Date: _____

Attachments: Cochran Terms & Conditions

COCHRAN STANDARD TERMS AND CONDITIONS

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

Initials:

7c

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.

Updated 01/2016

Initials:



May 11, 2022

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

RE: Real Estate Contract
Earth Crest Extension

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The City previously agreed to a development agreement that would construct an extension of Earth Crest from North Crest to Rabbit Trail. This design contract would design the street, utilities, and bridge/culvert structure. This connection is shown on the City's Comprehensive Plan and will provide a secondary access from the residential developments along Rabbit Trail to the commercial development in Phoenix Center 2. This secondary connection is anticipated to reduce / alleviate some of the congestion at the Rabbit Trail / Phoenix Center Drive / Hwy 100 intersection and provides additional access for emergency response.

Cost of the project:

This project will cost \$166,460.00

Budget Information:

This project is not budgeted and requires a budget amendment. The budget amendment of \$181,460.00 includes \$15,000 for the purchase of the real estate from Americare, which is also included on this agenda.

The actual construction cost will be budgeted in the 2022/2023 budget.

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

Respectfully,

John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY
ADJUSTMENT FOR THE RIECHERS BOUNDARY
ADJUSTMENT PLAT IN THE CITY OF WASHINGTON,
FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as "Exhibit A" demonstrating the boundary
adjustment in the City of Washington, Missouri has been submitted to the City for
approval; and

WHEREAS, said plat meets the requirements of the applicable ordinances of the
City of Washington, Missouri; and

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

SECTION 1: The boundary adjustment as shown in the attached "Exhibit A" in
the City of Washington, Missouri is hereby approved.

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

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

Passed: _____

ATTEST: _____

President of City Council

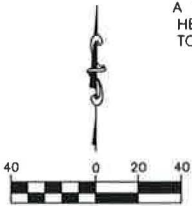
Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

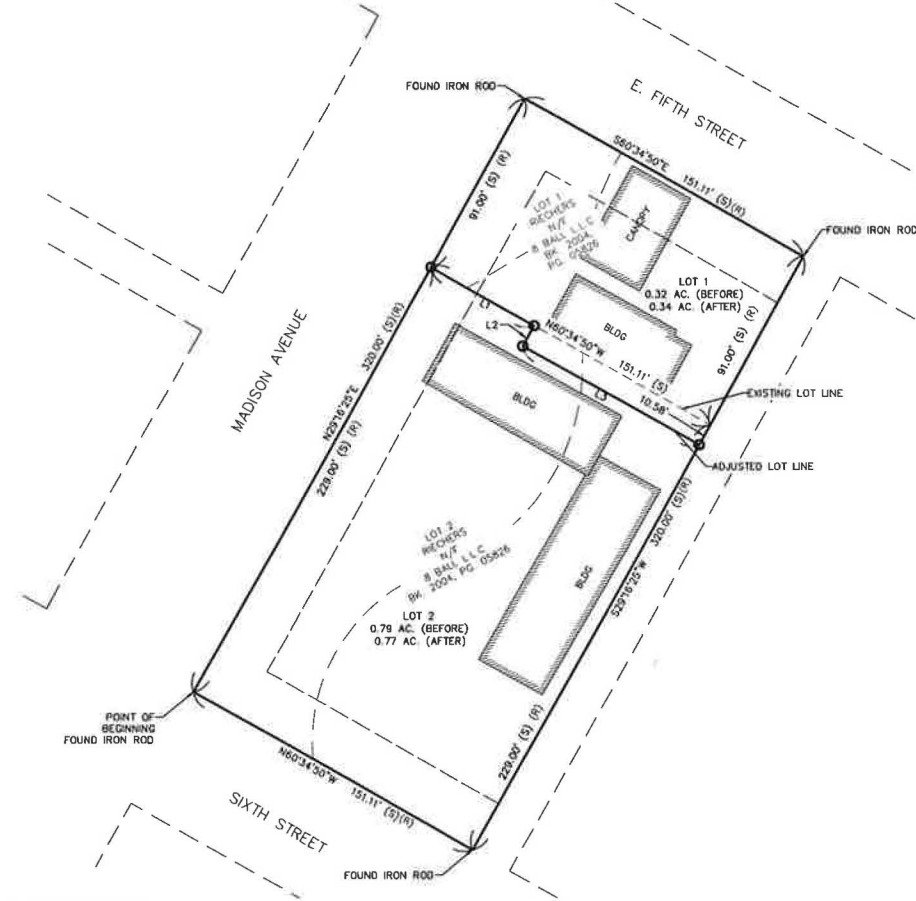
RIECHERS BOUNDARY ADJUSTMENT

A TRACT OF LAND BEING ALL OF LOT 1 & 2 OF RIECHERS RESUBDIVISION, A RESUBDIVISION OF MRS. EMILY HELM SUBDIVISION OF THE WEST HALF OF BLOCK 21, ORIGINAL TOWN OF BASSORA ALL U.S. SURVEY 2044, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



OVERALL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 1 & 2 OF RIECHERS, ALL LOTS 1 & 2 OF RIECHERS RESUBDIVISION TO B BALL L.L.C. IN THE ORIGINAL TOWN OF WASHINGTON ALL IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N60°34'52"W	56.00'
L2	N29°05'57"E	10.98'
L3	N60°49'18"W	95.08'

NOTES:

- BEARING SYSTEM ADOPTED PER ELKS SUBDIVISION AS RECORDED IN PLAT BOOK P PAGE 477 OF THE FRANKLIN COUNTY RECORDER OF DEEDS OFFICE.
- THIS SURVEY MEETS THE ACCURACY REQUIREMENTS FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI MINIMUM STANDARDS.
- NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN ENGINEERING AND SURVEYING REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
- THIS SURVEY WAS EXECUTED WITHOUT A TITLE COMMITMENT AND IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, CONDITIONS, ETC. OF RECORD.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE LAND SURVEYOR.
- THIS PROPERTY IS ZONED C-1 BY THE CITY OF WASHINGTON.
- - DENOTES SET MONUMENT
- SOURCE OF DEED: BOOK 2004 PAGE 05826 (LOT 1)
BOOK 2004 PAGE 05826 (LOT 2)

CITY CLERK'S CERTIFICATE:

I, SHERRI KLEKAMP, CITY CLERK FOR AND WITHIN THE CITY OF WASHINGTON, MISSOURI, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF RIECHERS RESUBDIVISION WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, MISSOURI BY ORDINANCE NO. _____ PASSED AND APPROVED ON THE _____ DAY OF _____, 2022.

SHERRI KLEKAMP, CITY CLERK
CITY OF WASHINGTON, MO.

NOTARY PUBLIC CERTIFICATION:

STATE OF MISSOURI
COUNTY OF FRANKLIN } SS
ON THIS _____ DAY OF _____, 2022, BEFORE ME
PERSONALLY APPEARED _____ OF
TO ME KNOWN TO BE THE PERSON DESCRIBED
IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE EXECUTED SAID INSTRUMENT AS AN
OFFICER OF AND ON BEHALF OF SAID CORPORATION.
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED
MY NOTORIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

FRANKLIN COUNTY COLLECTOR CERTIFICATE:

STATE OF MISSOURI)
COUNTY OF FRANKLIN)SS
I, DOUG TRENTMANN, COLLECTOR OF REVENUE FOR FRANKLIN COUNTY,
MISSOURI, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I AM
FAMILIAR WITH THE LAND SHOWN AND DESCRIBED ON THIS PLAT AND
FURTHER STATE THAT THERE ARE NO DELINQUENT TAX ASSESSMENTS
ON THE ABOVE LAND SHOWN DUE FRANKLIN COUNTY IN MY OFFICE.

DOUG TRENTMANN, COLLECTOR OF REVENUE
FRANKLIN COUNTY, MISSOURI

CERTIFICATE OF OWNERSHIP:

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY
SHOWN HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND
SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION
SHALL HEREAFTER BE KNOWN AS "RIECHERS RESUBDIVISION," AND WE
HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS PLAT AS OF THIS _____
DAY OF _____, 2019.

B BALL L.L.C.

SURVEYOR'S CERTIFICATE:

AT THE REQUEST OF B BALL, L.L.C. WE HAVE DURING THE MONTH OF MAY 2022,
EXECUTED A PROPERTY BOUNDARY SURVEY AND RESUBDIVISION FROM ACTUAL
FIELD DATA AND RECORD INFORMATION ON A TRACT OF LAND BEING ALL OF LOT
1 & 2 OF RIECHERS RESUBDIVISION, A RESUBDIVISION OF MRS. EMILY HELM
SUBDIVISION OF THE WEST HALF OF BLOCK 21, ORIGINAL TOWN OF BASSORA
ALL U.S. SURVEY 2044, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND HAS BEEN EXECUTED IN
ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY
SURVEYS AND THE RESULTS ARE SHOWN HEREON.

CB ENGINEERING INC.
DBA COCHRAN
LS-380

BY: DANIEL K. GILDEHAUS, P.L.S. #2006016625
STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR
FOR COCHRAN



DANIEL K. GILDEHAUS
SURVEYOR
PLS #2006016625



VICINITY MAP

FINAL PLAT
RIECHERS BOUNDARY ADJUSTMENT
CITY OF WASHINGTON
FRANKLIN COUNTY, MISSOURI

COCHRAN

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

330A E. Independence Dr.
Union, Missouri 63084
636-361-5810 (fax)
636-361-0512 (cell)
m@gcochrans.com

DWN. BY	TJG	DATE	05/09/2022	PROJ. NO.	19-7722
PLS	USS2044, T44N, R1W	SCALE	1" = 40'	PLAT NO.	1 OF 1
MISSOURI STATE LAND SURVEYING CERTIFICATE OF AUTHORITY #000380					

7d

BILL NO. _____

INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF QUOTE NO. 183445-1 WITH FABICK CAT FOR SERVICES TO REPAIR THE TRASH COMPACTOR AT THE STRUCKHOFF SANITARY LANDFILL AND AMEND THE 2022 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept a quote with Fabick Cat for services to repair the trash compactor at the Struckhoff Sanitary Landfill. A copy of the quote is attached and is marked as "Exhibit A".

SECTION 2: This ordinance shall amend, and increase, the 2022 Solid Waste Budget by \$65,000.00.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



Quote No: 183445 - 1

CITY WASHINGTON

MULTIPLE JOBS

CITY OF WASHINGTON
ATTN STREET DEPT
 405 JEFFERSON ST
 WASHINGTON MO 63090-2607

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
1112400	183445	5/10/2022	TONY BONASTIA
PHONE NO.	FAX NO.	EMAIL	
6363901037		tbounastia@ciwashington.mo.us	
MODEL	MAKE	SERIAL NO.	
826H	AA	0AWF00388	
UNIT NO.	HOURS	WO NO.	P.O. NO.
	26214		
Note			

SEGMENT: 01 TROUBLESHOOT ELECTRIC SYSTEM (035 1400)
 NOTES:

Parts

Part Number	Description	Qty	Unit Sell	Unit Disc	Unit Price	Ext Price
1906560	BELT	2	45.56		45.56	91.12
2180324	COMPRESSOR G	1	784.43		784.43	784.43
3E4051	CAP	1	2.25		2.25	2.25
3E4052	CAP	1	2.08		2.08	2.08
8T0389	NUT	2	1.51		1.51	3.02
8T4121	WASHER	2	0.54		0.54	1.08
8T5436	BOLT	2	2.99		2.99	5.98
8T7934	WASHER	2	0.89		0.89	1.78
9X6772	STRAP	5	1.10		1.10	5.50
9X7378	SEAL	1	1.77		1.77	1.77
9X7385	SEAL	2	3.23		3.23	6.46
R134A30T196	FREON	4	16.38		16.38	65.52

Total Time and Material Parts: 970.99

Labor

Total Time and Material Labor: 1,225.00

Segment 01 Total: 2,195.99

SEGMENT: 02 TROUBLESHOOT RADIATOR (035 1353)
 NOTES:

Parts

Part Number	Description	Qty	Unit Sell	Unit Disc	Unit Price	Ext Price
2388648	CAT ELC	16	14.78		14.78	236.48
4612417	ADDITIVE-COO	3	5.54		5.54	16.62

6I2431	SEAL	7	54.49	54.49	381.43
12007	CLEAR SILICONE	1	0.00	0.00	0.00
Total Time and Material Parts:					634.53
Labor					
Total Time and Material Labor:					2,275.00
Segment 02 Total:					2,909.53

SEGMENT: 03 REPLACE SHORT BLOCK (510 1200)
NOTES:

Parts

Part Number	Description	Qty	Unit Sell	Unit Disc	Unit Price	Ext Price
0619455	SEAL	1	12.06		12.06	12.06
1005218	CLIP	3	6.70		6.70	20.10
1005219	CLIP	3	7.04		7.04	21.12
1061792	STUD TAPER	12	12.71		12.71	152.52
1075769	SEAL O RING	2	6.90		6.90	13.80
1083612	SPACER	12	21.22		21.22	254.64
1090077	SEAL O RING	1	11.74		11.74	11.74
10R9063	SHORT BLOCK	1	15,483.27		15,483.27	15,483.27
10R9063	Core	1	6,421.78		6,421.78	0.00
1178801	SEAL O RING	1	21.99		21.99	21.99
1223772	SEAL O RING	1	13.63		13.63	13.63
1233202	CABLE-STRAP	3	0.29		0.29	0.87
1241854	BOLT 12PT	10	20.05		20.05	200.50
1241855	BOLT 12PT	16	18.22		18.22	291.52
1250434	SEAL	1	19.28		19.28	19.28
1261757	WASHER	11	2.42		2.42	26.62
1295427	WASHER	2	2.56		2.56	5.12
1425867	SEAL GP-CSHF	1	91.20		91.20	91.20
1425868	SEAL GP-CSHF	1	91.20		91.20	91.20
1446142	SEAL	1	17.82		17.82	17.82
1555619	GASKET-FLYWH	1	42.43		42.43	42.43
1559524	SEAL-INTEGRA	1	127.67		127.67	127.67
1607271	SEAL-PRESS I	1	43.52		43.52	43.52
1669144	GASKET	1	83.83		83.83	83.83
198-1517	GASKET	1	4.23		4.23	4.23
1R1808	FILTER AS-LU	1	35.76		35.76	35.76
1U7427	COVER ENGINE	4	3.34		3.34	13.36
2019701	SEAL-O-RING	1	8.53		8.53	8.53
20R2284	INJ GP FUEL	6	671.85		671.85	4,031.10
20R2284	Core	6	221.23		221.23	0.00
20R2647	HEAD GP CYL	1	4,357.84		4,357.84	4,357.84
20R2647	Core	1	3,817.56		3,817.56	0.00
2147566	SEAL-O-RING	1	3.80		3.80	3.80
2147566	SEAL-O-RING	2	3.80		3.80	7.60
2147568	SEAL-O RING	1	4.25		4.25	4.25
2284947	SEAL-O-RING	2	5.05		5.05	10.10
2303728	SEAL	6	7.98		7.98	47.88
2303775	SEAL	6	10.38		10.38	62.28

2385078	SEAL-O-RING	2	3.44	3.44	6.88
2385080	SEAL-O-RING	1	5.01	5.01	5.01
2393478	SENSOR GP-PR	1	175.26	175.26	175.26
2A1162	GASKET	1	1.67	1.67	1.67
2N2766	LOCK NUT	12	6.13	6.13	73.56
2N2766	LOCK NUT	12	6.13	6.13	73.56
2N2766	LOCK NUT	4	6.13	6.13	24.52
3570351	STUD-TAPERLO	4	24.04	24.04	96.16
3P1155	SEAL-O-RING	1	7.73	7.73	7.73
4359844	COVER CONDUI	1	52.38	52.38	52.38
4440529	KIT GASKET	1	602.04	602.04	602.04
4440532	KIT GASKET	1	196.73	196.73	196.73
4861525	LUBRICANT	1	24.26	24.26	24.26
5675857	GASKET KT	1	39.01	39.01	39.01
5927348	GASKET KT	1	1,010.75	1,010.75	1,010.75
5E8771	O RING	1	20.41	20.41	20.41
5H1504	WASHER	26	1.42	1.42	36.92
7H3598	BOLT	10	2.14	2.14	21.40
7K1977	WASHER	10	7.44	7.44	74.40
8F1484	WASHER	10	7.70	7.70	77.00
8S9191	BOLT	6	1.52	1.52	9.12
8S9191	BOLT	6	1.52	1.52	9.12
8T9527	SEAL	1	21.98	21.98	21.98
9X7317	SEAL O RING	6	4.08	4.08	24.48
9Y6089	GASKET	1	4.45	4.45	4.45
RS0001S	SHOP OIL SAMPLE	1	11.00	11.00	11.00
RS9001	LEVEL 1 COOLANT	1	15.59	15.59	15.59

Total Time and Material Parts: 28,348.57

Labor

Total Time and Material Labor: 21,092.00

Segment 03 Total: 49,440.57

SEGMENT: 97 APPLY WARRANTY (617 772J)
 NOTES:
 CMCR COVERAGE FOR AN 826H ENGINE. TERM IS 3 YEARS
 OR 5,000 HOURS.

Parts

Part Number	Description	Qty	Unit Sell	Unit Disc	Unit Price	Ext Price
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Total Time and Material Parts: 0.00

Misc

Item Number	Description	Qty	Unit Price	Ext Price
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OPT	CMCR ENGINE COVERAGE	1	4,875.00	4,875.00
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Total Time and Material Misc: 4,875.00

Segment 97 Total: 4,875.00

SEGMENT: 98

7e

SEGMENT: 98 DAILY TRUCK (056 7006)
NOTES:

Parts

Part Number	Description	Qty	Unit Sell	Unit Disc	Unit Price	Ext Price
Total Time and Material Parts:						0.00

Misc

Item Number	Description	Qty	Unit Price	Ext Price
ML1	BCP TRUCK MLG	515	4.75	2,446.25
Total Time and Material Misc:				2,446.25

Segment 98 Total: 2,446.25

SEGMENT: 99 DAILY TRUCK (056 7006)
NOTES:

Parts

Part Number	Description	Qty	Unit Sell	Unit Disc	Unit Price	Ext Price
Total Time and Material Parts:						0.00

Misc

Item Number	Description	Qty	Unit Price	Ext Price
ML1	BCP TRUCK MLG	302	4.75	1,434.50
Total Time and Material Misc:				1,434.50

Segment 99 Total: 1,434.50

Total Segments: 63,301.84

MISC CHARGE - SF6	750.00
SUB TOTAL (BEFORE TAXES)	64,051.84
Discount Applied	0.00

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Francis Gilliam Phone: 314-825-0138 Email: francis.gilliam@fabickcat.com Fax:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30
- Sales Taxes where applicable are not included with the above prices.

Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Fabick, its employees,

subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Fabick to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Fabick. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Fabick reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Fabick's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Fabick CAT accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Fabick CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Fabick facility. Ask your service representative about additional or enhanced warranty availability.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATRPIILLAR OR FABICK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Fabick's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Fabick will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Fabick or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Fabick or subsidiaries has been advised of the possibility of such loss.



May 12, 2022

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

RE: Landfill – Trash Compactor
Motor Rebuild

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

In 2018 when the final cell of the landfill opened, we had to make a decision to purchase a new trash compactor for \$725,000 or rebuild the current compactor for \$220,000. At the time, we expected the landfill to be open for 7 additional years. Our current estimate is 9 years (closure in 2027). This equipment is utilized every day to compact trash and extend the life of the landfill.

The current compactor started to have mechanical issues in April, and has been diagnosed by Fabick CAT with a cracked head gasket and needs replacement of 3 heads. This was an unforeseen issue.

This proposal will repair the motor and provide a 3 year, 5,000 hour warrant.

2018 Decision A – Purchase new compactor @ \$725,000. At the life of the landfill, it would have a resale of \$275,000. This would cost the City \$450,000.

2018 Decision B – Rebuild the existing compactor @ \$215,000. At the life of the landfill, it would have a resale of \$50,000. However, we now have this motor issue, which is \$65,000 to repair. The cost to the City is \$200,000.

“Report Card” for the above decision – Decision B was chosen. Even with the motor issue, the operation is \$200,000 ahead than if we would have purchased a new compactor in 2018.

Cost of the project:

This repair will cost \$65,000.

Bid information:

No bids were received / solicited. This is an emergency purchase. Fabick has indicated they have a 2 week turnaround, and time / schedule is vital.

Budget Information:

This project was not budgeted, and requires a budget amendment of \$65,000.00.

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

Respectfully,



John Nilges, PE
Public Works Director



JOIN THE
WASHINGTON OPTIMIST CLUB
 AND
WASHINGTON POLICE DEPARTMENT
 FOR THE
46TH ANNUAL BICYCLE SAFETY RODEO
SATURDAY, MAY 21, 2022
REGISTRATION 9:00 -10:30AM

WASHINGTON FAIRGROUNDS SWINE PAVILION
EVENTS

- **OBSTACLE COURSE** Ages 5-13 (Under 5 can participate) No training wheels. Bring your bike & helmet or receive a helmet at the event. Trophies to top winners in each age group and bikes for overall girl and boy winners.
- **SAFETY TOWN** Ages 5 and Under
- **CAR SEAT CHECK AND DISTRIBUTION EVENT: 9-11AM**
- **HELMET GIVEAWAY AND HELMET FITTING**
- **MISSOURI CHILD ID PROGRAM • BIKE LICENSING**
- **BIKE INSPECTIONS AND REPAIR**
- **AIREVAC HELICOPTER** (weather permitting and availability)
- **FIRETRUCK**

ALL PARTICIPANTS WILL RECEIVE

- A PIZZA SLICE OR HOTDOG
- COOKIE
- ONE DRINK
- POPCORN FOR EVERYONE
- BALLOON TWISTERS

ATTENDANCE PRIZES INCLUDE BIKES, BIKE ACCESSORIES AND BIKE-THEMED STORYBOOKS



Special thanks to the following businesses & individuals for their donations to make this project a success.

B&J Printing, Berkshire Hathaway-Carol Weber, Paul & Nell Redhage, Diane, Matthew & Jessica Borovic, Carriage Care - Mark & Barb Trebacz, Rick & Julie Frankenberg, Gary & Peg Winzenburger, Milt Lane, The Thiemann Family - FKI Cleaning, Domino's Pizza, Hope Lodge #251 and Revolution Cycles.

America in Bloom SYMPOSIUM September 29th – October 1st

The City of Washington is honored to host the 2022 America in Bloom Symposium. This three day event provides educational sessions, learning tours, awards and celebrations

DONATIONS & SPONSORS

Silent Auction Items

Artwork • Artisan Items
Local Specialty Items • Gift Baskets

Sponsorships

Donate Funds toward: Food
Refreshments • Giveaways
Decorations • Musical Entertainment

VOLUNTEER OPPORTUNITIES

St. Louis Hyatt Regency at the Arch

Bag Stuffing • Attendee Badges
Registration Desk • Decorating
Silent Auction • Tear Down

Washington, Missouri

Walking Tours • Speaking Opportunities
Lunch & Dinner Set up and Tear Down

2022 Plant Colors

Yellow

Sun: Zinnia, Lantana, Marigold, Petunia
Shade: Impatiens, Begonia, Coleus

Orange

Sun: Zinnia, Lantana, Marigold
Shade: Impatiens, Begonia, Coleus

Blue

Sun: Salvia, Petunia, Verbena
Shade: Torenia, Lobelia, Browallia



Pink

Sun: Begonia, Zinnia, Lantana, Verbena
Shade: Impatiens, Begonia, Coleus

WASHINGTON



How else can I participate?



Display Planters & Hanging Baskets
Coordinate with the 2022 Plant colors!



Community Clean Up Days
June 11th & September 9th



Weeding Wednesdays
2nd & 4th Wednesdays of the Month



Questions? Care to make a donation? Contact Casey at cwarren@washmo.gov or 636.390.1080