

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, JUNE 20, 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 June 6, 2022 Council Meetings

Need Motion/Mayor Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor Memo

- a. Collector's/Treasurer's Report Summary – March 2022
- b. Monthly Investment Report – March 2022
- c. Change Order #2 – Fourth & Fair Street Overlay Project
- d. Liquor License Renewals
- e. Pawnbroker Business License Renewal – Pawnshop

2. PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments

- a. Juneteenth Proclamation
- b. Parks & Recreation Commission Reappointments
- c. Public Facilities Authority Reappointment
- d. Washington Area Highway Transportation Committee Reappointment

Mayor
 Approve/Mayor Memo
 Approve/Mayor Memo
 Approve/Mayor Memo

3. PUBLIC HEARINGS:

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- a. An ordinance authorizing and directing the execution of an Agreement and Consent to Joint Use of Track by and between the City of Washington, Missouri, Union Pacific Railroad Company and WEG Transformers USA LLC.
- b. An ordinance authorizing and directing the execution of a Contract Agreement with Lamke Trenching & Excavating, Inc. for the 2022 Overlay Project and amend the 2022 Budget.
- c. An ordinance authorizing and directing the execution of an Agreement with Lochmueller Group, Inc. for the Provision of Limited Professional Services for the MO-100 Traffic Study and amend the 2022 Budget.

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

- d. An ordinance authorizing and directing the execution of a Development Agreement by and between the City of Washington, Missouri and Big Elm, LLC. Read &Int/Read/Vote/Mayor Memo
- e. An ordinance approving a Boundary Adjustment for the re-subdivisions of Lots 5A, 7 and 8 Highland Meadows, Plat 4 in the City of Washington, Franklin County, Missouri. Read &Int/Read/Vote/Mayor

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR'S REPORT:

- a. Next Council Meeting – Tuesday, July 5, 2022 due to the July Fourth Holiday

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY'S REPORT:

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

Roll Call Vote

13. INFORMATION:

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, JUNE 16, 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, JUNE 6, 2022**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, June 6, 2022, at 7:08 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	Present
	Ward II	Mark Hidritch	Present
		Mark Wessels	Present
	Ward III	Chad Briggs	Present
		Jeff Patke	Absent
	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
	Public Works Director	John Nilges	
	Economic Development Director	Sal Maniaci	
	Parks Director	Wayne Dunker	
	Finance Director	Mary Sprung	
	Library Director	Nelson Appell	
	Building Official	JC Lopez	
	Airport Manager	Kevin Hellmann	

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 May 2 & May 16, 2022 Council Meetings

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's/Treasurer's Report Summary – February 2022
- * Monthly Investment Report – February 2022

- * Liquor License Renewals: *American Legion Post #218; Fas-Trip #102; Fas-Trip #104; Fas-Trip #107; Fas-Trip #108; Hillermann Nursery & Florist; Fischer's Food Shop; Hummingbird Club Inc; Aldo's Pizza; Ernesto's Mexican Restaurant; 3G Infinity DBA Plush; I B Nuts & Fruit Too; Droege's Catering.*
- * Pawnbroker Business License Renewal: *Titan Hill LLC*
- * Final Payment Request – Shingle Tech – Kohmueller House Metal Roof
- * Fireworks Display
May 23, 2022
Honorable Mayor & City Council
City of Washington
Washington, Missouri
Re: Fireworks Display Permit Request
Dear Honorable Mayor and Members of City Council:
J&M Displays would like to request a permit for a public fireworks display on behalf of the Washington Area Chamber of Commerce. The permit will be for the evening of Sunday, August 7, 2022 at the fairgrounds (one day only, no rain date).
The issuance of this permit is contingent upon all paperwork and approvals being met by all departments and weather conditions being favorable.
Respectfully submitted,
John Nilges – PE
Public Works Director
- * Blotter Item – Item 7e: Airport Hangar Lease Ordinance
A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Holtmeier, seconded by Councilmember Behr, passed without dissent.

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Re-Appointments:

- * LGBTQ+ Month Proclamation

LGBTQ+

Month

Whereas, the Library of Congress and other affiliates like the community of Washington have led observance of LGBTQ+ Pride Month during the month of June to commemorate the Stonewall riots of June 28, 1969; and

Whereas, millions of participants from around the world have traveled to commemorate and honor the LGBTQ+ members of the community and to hold memorials for those who have been largely overlooked, silenced, and assaulted due to an aspect of their identity; and
Whereas, the community of Washington is home to many LGBTQ+ citizens included in ranks of esteemed and accomplished students, service providers, local business owners and community leaders; and

Whereas, through increased visibility, education, and awareness on LGBTQ+ diversity, we can achieve acceptance, inclusion, and celebration of the LGBTQ+ members of our community of Washington, Missouri; then

Therefore, be it resolved that I, James D. Hagedorn, Mayor of the City of Washington do hereby proclaim the month of June, as LGBTQ+ Pride Month in the City of Washington, Missouri and ask our fellow citizens to take the time to become more aware of the significant accomplishments of this vital community.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of June, 2022.

James D. Hagedorn

Mayor

* Board of Appeals Reappointment

May 18, 2022

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Board of Appeals:

Steve Strubberg – term ending June 2027

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Board of Public Works Reappointment

May 18, 2022

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Board of Public Works:

John Vietmeier – term ending June 2026

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Library Board of Trustees Reappointments

May 18, 2022

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Library Board of Trustees:

Barbara Volmert – term ending June 2025

Carolyn Witt – term ending June 2025

Respectfully submitted,

James D. Hagedorn

Mayor

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

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

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

June 1, 2022

Honorable Mayor & City Council

City of Washington

Washington, Missouri 63090

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

Honorable Mayor and Council Members:

Administration received the attached proposal for the renewal of the City's Property/Casualty Insurance from our current carrier The Daniel & Henry Company. After reviewing the proposal, it is staff's recommendation to accept the renewal proposal from The Daniel & Henry Company for July 1, 2022 through June 30, 2023 with the following changes:

1. Increase Earthquake Coverage

Increase earthquake coverage from \$15,000,000 to \$20,000,000

2. Cyber Coverage:

The Daniel & Henry Company received one quote and are still waiting for an additional quote. We have been reassured that we will have coverage by July 1, 2022.

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

Amy Diblasi from The Daniel & Henry Company will be present at the June 6, 2022 Council Meeting to answer any questions.

Respectfully submitted,

Darren Lamb

City Administrator

Attachment

With no further discussion, a motion to accept and approve the renewal and authorized payment by Councilmember Holtmeier, seconded by Councilmember Wessels, passed without dissent.

* Banking Services Contract Extension

June 6, 2022

Honorable Mayor and City Council:

In May, the Finance Committee discussed whether or not to recommend going out for Request for Proposal for banking services or whether to exercise the one-year option to extend the current banking contract for depository services with Bank of Franklin County.

Factors considered were the current contract terms regarding interest rate, costs to complete the audit proposal and to possibly switch banks, and the current outlook for the upcoming year. The current bank contract states that as interest rates increase, the Bank will pass the higher rate on to the City. In addition, we have surplus funds invested at Bank of Washington, who has also agreed to pass on any rate increase to the City.

Considering the fact that our bank contract fluctuates with the current market rate and that increase then flows through to the City, it would be in the best interest of the City to not spend additional funds in 2022 to complete the RFP process this year. It is, therefore, the recommendation of the Finance Committee to allow the automatic extension to take effect on August 1, 2022 to extend the current banking contract for depository services with Bank of Franklin County for one additional year.

If Council is in agreement with the Finance Committee's recommendation, no action needs to take place as the extension will automatically take place.

Respectfully submitted,

Mary J. Sprung, CPA

Finance Director

After discussion, a motion to accept and approve the contract extension by Councilmember Holtmeier, seconded by Councilmember Coulter, passed without dissent.

* Lexington Lane – Traffic Calming Devices

May 31, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Lexington Lane

Traffic Calming Devices

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

In April, Councilman Hidritch asked the Engineering Department to reevaluate the effectiveness of the traffic calming devices on Lexington Lane @ Wheatly Court. These devices were constructed in the early 2000s as a solution to reduce speeding on Lexington

Lane. The thought was, by narrowing the travelled way drivers would not feel as comfortable speeding.

I did not research if the devices initially worked, but consensus from the current Traffic Committee indicates they do not work as intended. Furthermore, having barriers in a roadway, typically, is not wise. Finally, they cause issues for snow plowing operations. The following is the minutes from the Traffic Committee meeting:

4B 22-04-0003 Review of "traffic chokers" on Lexington Lane: This request came from Engineering to evaluate the need for ongoing maintenance of these items. The committee discussed the structures and ultimately agreed that they were likely ineffective at controlling speed and caused significant maintenance issues. The committee also noted that we have received several requests in recent years to install the structures in other areas, and denied those requests. The committee agreed that it would be most appropriate to remove the "traffic chokers" from the street. John Nilges will update City Council on the decision before Street Department goes ahead with removal. (CLOSED)

Drivers typically travel at speeds they feel comfortable driving and follow posted speed limits. The Engineering Department has yet to find a construction solution, that does not impeded emergency services, that would dynamically keep people from speeding.

We are requesting that City Council agree with the determination of the Traffic Committee to proceed with removing the traffic calming devices along Lexington Lane.

Cost of the project:

Removal will cost approximately \$2,500.00.

Budget Information:

This project is budgeted within the general operating fund of the Street Department.

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

Respectfully,

John Nilges

Public Works Director

After a brief discussion, a motion to accept and approve the request to proceed with removing the traffic calming devices along Lexington Lane made by Councilmember Holtmeier, seconded by Councilmember Hidritch, passed without dissent.

ORDINANCES/RESOLUTIONS

Bill No. 22-12583, Ordinance No. 22-13539, an ordinance amending Schedule IV, No Parking At Anytime, of the Code of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12584, TABLED, Introduced by Councilmember Holtmeier, An ordinance accepting the quote from Musco Sports Lighting LLC and to approve the purchase of Lighting Controls for Lakeview Athletic Field by the City of Washington, Missouri.

After a brief discussion on looking into see if there are any Ameren rebates to further lower the cost of the computerized lighting controls and turning the lights on/off, a motion to table the ordinance made by Councilmember Wessels, seconded by Councilmember Behr, passed without dissent.

Bill No. 22-12585, Ordinance No. 22-13540, an ordinance authorizing and directing the City of Washington, Missouri to enter into a sales contract with Patke Restoration LLC for the purchase of (3) three Man Made Rock Columns for the Lions Lake Pavilions.

The ordinance was introduced by Councilmember Behr.

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

Resolution No. 22-13541, a resolution authorizing the City of Washington to apply for funding through the Franklin County Transportation Committee for the 2022 Overlay Project in the City of Washington, Franklin County, Missouri.

The resolution was introduced by Councilmember Hidritch, seconded by Councilmember Briggs. After discussion, the resolution passed without dissent.

Bill No. 22-12586, Ordinance No. 22-13542, an ordinance authorizing and directing the execution of an Airport Lease Agreement for hangar space by and between the City of Washington, Missouri and LTC Resources, LLC.

The ordinance was introduced by Councilmember Holtmeier.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* None

MAYOR'S REPORT

* Next Council Meeting is scheduled for Tuesday, June 21, 2022 due to the Juneteenth Holiday. If the meeting has to be rescheduled due to quorum issues, the meeting will be moved to Monday, June 20, 2022.

CITY ADMINISTRATOR'S REPORT

* None

COUNCIL COMMENTS

- * Brief discussion on the Waterworks Building.
- * Discussion on High Street and Highway 100.
- * Discussion on Rabbit Trail/Highway 100/Phoenix Center Drive.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 8:14 p.m. by Councilmember Wessels, seconded by Councilmember Hidritch 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
 MARCH 2022

	City Collector's Report				Adjusted Cash Position					
	CASH BALANCE AS OF 03/01/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 03/31/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 03/31/2022	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
CASH FUNDS:										
GENERAL FUND ②	1,092,706.84	1,181,754.21	(1,394,448.57)	880,012.48	(55,805.49)	(8,901.92)	815,305.07	1,992,642.26	(1,665,393.30)	1,142,554.03
LIBRARY FUND ②	473,617.71	71,222.49	(88,184.16)	456,656.04	(183,123.05)	(54,249.42)	219,283.57	0.00	0.00	219,283.57
VOLUNTEER FIRE FUND	2,198,392.82	46,314.48	(50,172.14)	2,194,535.16	0.00	(24,343.28)	2,170,191.88	0.00	0.00	2,170,191.88
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	1,065,651.98	462.81	0.00	1,066,114.79	0.00	0.00	1,066,114.79	0.00	0.00	1,066,114.79
STORM WATER IMPROVEMENT FUND	3,722,189.59	101,258.68	(32,023.88)	3,791,424.39	0.00	0.00	3,791,424.39	353,676.00	0.00	4,145,100.39
CAPITAL IMPROVEMENT SALES TAX FUND	1,531,282.34	242,395.92	(300,686.89)	1,472,991.37	0.00	0.00	1,472,991.37	0.00	0.00	1,472,991.37
TRANSPORTATION SALES TAX FUND ②	410,746.16	401,909.04	(42,723.74)	769,931.46	0.00	0.00	769,931.46	0.00	0.00	769,931.46
DEBT SERVICE C.O.P. FUND	2,154,526.04	935.70	0.00	2,155,461.74	(1,643,338.39)	0.00	512,123.35	0.00	0.00	512,123.35
DOWNTOWN TIF RPA-1 FUND	1,182,271.08	37,691.63	(1,214.40)	1,218,748.31	0.00	0.00	1,218,748.31	0.00	0.00	1,218,748.31
FRONT & MAIN TIF RPA-3 FUND	144,639.25	122.84	0.00	144,762.09	0.00	0.00	144,762.09	0.00	0.00	144,762.09
RHINE RIVER TIF RPA-2 FUND	93,766.72	25,043.33	0.00	118,810.05	0.00	0.00	118,810.05	0.00	0.00	118,810.05
WATER FUND	1,003,394.82	162,408.63	(156,298.27)	1,009,505.18	0.00	0.00	1,009,505.18	0.00	(397,743.50)	611,761.68
SEWAGE TREATMENT FUND	282,791.34	218,971.99	(279,193.70)	222,569.63	0.00	0.00	222,569.63	0.00	(581,544.75)	(358,975.12)
SOLID WASTE FUND	4,102,594.98	198,319.35	(243,605.60)	4,057,308.73	(6,755,234.50)	0.00	(2,697,925.77)	0.00	(796,010.75)	(3,493,936.52)
PHOENIX CENTER II CID FUND	1,744.88	58,655.41	(58,068.86)	2,331.43	0.00	0.00	2,331.43	0.00	0.00	2,331.43
TOTALS	\$ 19,460,316.55	\$ 2,747,466.51	\$ (2,646,620.21)	\$ 19,561,162.85	\$ (8,637,501.43)	\$ (87,494.62)	\$10,836,166.80	\$2,346,318.26	\$(3,440,692.30)	\$ 9,741,792.76

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 3,376.63


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

6/2/22
 DATE



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

6/1/2022
 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

 MARCH 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	\$ 233,312.00	(11,398.50)	2,443.75	-	\$ -	\$ 221,913.50
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/08/2023	\$ 486,936.00	(6,739.50)	-	-	-	\$ 480,196.50
IBN: BOND TOTALS:				\$ 720,248.00	\$ (18,138.00)	\$ 2,443.75			\$ 702,110.00
CERTIFICATES OF DEPOSITS:									
KS STATE BANK CD	02/09/2018	2.450%	02/09/2023	\$ 52,775.39	(182.97)	97.73	-	-	\$ 52,592.42
ENERBANK USA CD	09/27/2019	1.950%	03/27/2023	\$ 115,192.37	(445.89)	170.53	-	-	\$ 114,746.48
STATE BANK OF INDIA CD	02/25/2019	3.050%	02/28/2024	\$ 247,072.44	(2,608.01)	-	-	-	\$ 244,464.43
BMW BANK OF NORTH AMERICA CD	02/25/2022	1.700%	09/04/2024	\$ 248,858.43	(3,421.97)	-	-	\$ -	\$ 245,436.46
IBN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 663,898.63	(6,658.84)	268.26		0.00	\$ 657,239.79
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:				\$ 1,643,898.63	\$ (6,658.84)	\$ 268.26	\$ -	\$ -	\$ 1,637,239.79
MONEY MARKETS:									
IBN: MONEY MARKET				\$ 4,233.19		-	-	2,712.01	\$ 6,945.20
AMERICAN: MONEY MARKET				\$ 23.27	0.00	0.00		0.00	\$ 23.27
MONEY MARKET TOTALS:				\$ 4,256.46					\$ 6,968.47
GRAND TOTALS:				\$ 2,368,403.09	\$ (24,796.84)	\$ 2,712.01			\$ 2,346,318.26

ALLOCATIONS OF FUNDS:

PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	492,642.26	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	-	
TOTAL GENERAL FUND:		\$ 1,992,642.26
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	353,676.00	
TOTAL STORMWATER FUND:		\$ 353,676.00
TOTAL MARKET VALUE OF INVESTMENTS:		\$ 2,346,318.26

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


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER


 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER


 DATE



June 10, 2022

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

RE: 2021 Fourth Street & Fair Street Overlay Project

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 2 for this construction project. The overall contract amount has been increased by \$82,856.61 as shown in Change Order #2. A retaining wall was added along Fair Street with additional base rock needed around the Shoe Factory Lofts, with driveway adjustments, additional steps at various locations and vertical curbs added to retain embankments. These items contribute to the change order increase. The original project contract is \$635,104.36.

Respectfully submitted,

Andrea F. Lueken

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

CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services
405 Jefferson Street · Washington, MO 63090
Phone (636) 390-1010 · Fax (636) 239-4649

CHANGE ORDER #2

NAME OF PROJECT: **Fourth & Fair Street Overlay**

OWNER: City of Washington, Missouri

CONTRACTOR: Gershenson Construction, Co.

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price.....	\$635,104.36
Change Order #1.....	\$ 0.00
Change Order #2.....	\$ <u>82,856.61</u>
Contract Amount.....	\$717,960.97
Previous Payments.....	\$555,940.36
Pay Request.....	\$161,020.61
Balance Remaining.....	\$ 1,000.00

Accepted:

Approval:

Date: _____

Date: _____

GERHENSON CONSTRUCTION CO.

CITY OF WASHINGTON, MISSOURI:

By: _____

By: _____

Title: _____

Title: _____

Application and Certificate For Payment

To Owner: WASHINGTON CITY OF 405 JEFFERSON STREET WASHINGTON, MO 63090	Project: 4th St & Fair St Overlay	Application No: 7 Date: 04/30/2022
From (Contractor): Gershenson Construction Co. 2 Truitt Drive Eureka, MO 63025	Contractor Job Number: 21029	Period To: 04/30/22
Phone: 636 938-9595	Via (Architect):	Architect's Project No: Rec'd 6-1-22
	Contract For:	Contract Date: Payroll approved 6/6/2022

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	48,562.50	
Change orders approved this month		
Number Date Approved		
Change orders approved this month	3 04/01/22	17,065.60
Totals	17,065.60	
Net change by change orders	65,628.10	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:
By: ISSB Date: 6-1-22
State of: Missouri County of: Jefferson
Subscribed and sworn to before me this 1st day of June 2022 (year). Notary public: [Signature]
My commission expires 5/9/25

Irvin C Risley
Notary Public - Notary Seal
State of Missouri
Jefferson County
My Commission Expires: May 9, 2025
Commission # 21428863

Original contract sum	635,104.36
Net change by change orders	65,628.10
Contract sum to date	700,732.46
Total completed and stored to date	716,960.97
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	716,960.97
Less previous certificates of payment	555,940.36
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	161,020.61
Balance to finish, including retainage	-16,228.51

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:
By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1c

Application and Certificate For Payment -- page 2

To Owner: WASHINGTON CITY OF
 From (Contractor): Gershenson Construction Co.
 Project: 4th St & Fair St Overlay

Application No: 8 Date: 04/30/22 Period To: 04/30/22
 Contractor's Job Number: 21029
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
00														
0010	Mobilization	46,990.0000	1.000	LS	46,990.00	63.84 %	30,000.00	36.16 %	16,990.00	100.00 %	46,990.00	100.0	0.00	
0020	Full Width Milling	2.5500	14,990.000	SY	38,224.50	6,035.000	15,389.25	8,674.000	22,118.70	14,709.000	37,507.95	98.1	0.00	
0030	Asphalt Surface Cour se 1.5" Bp-2	87.8000	943.000	TON	82,795.40	621.030	54,526.43	509.190	44,706.88	1,130.220	99,233.31	119.9	0.00	
0040	Asphalt Surface Cour se 2" Bp-2	82.4000	473.000	TON	38,975.20	.000	0.00	554.180	45,664.43	554.180	45,664.43	117.2	0.00	
0050	Asphalt Base Repair 4.5"	148.0000	217.000	TON	32,116.00	76.250	11,285.00	.000	0.00	76.250	11,285.00	35.1	0.00	
0060	18" Asphalt Patch	20.3000	884.000	LF	17,945.20	884.000	17,945.20	.000	0.00	884.000	17,945.20	100.0	0.00	
0070	Sidewalk Trench Drain	100.0000	196.000	LF	19,600.00	84.500	8,450.00	96.000	9,600.00	180.500	18,050.00	92.1	0.00	
0080	Adjust Water Valves In Street	100.0000	23.000	EAC	2,300.00	9.000	900.00	12.000	1,200.00	21.000	2,100.00	91.3	0.00	
0090	Replace Curved Vane Grate Inlet Top	2,250.0000	4.000	EAC	9,000.00	6.000	13,500.00	.000	0.00	6.000	13,500.00	150.0	0.00	
0100	8" Schedule 40 Pipe	50.0000	10.000	LF	500.00	10.000	500.00	.000	0.00	10.000	500.00	100.0	0.00	
0110	Driveway Apron 6" Thick R & R	9.3000	4,019.000	SF	37,376.70	6,936.500	64,509.45	.000	0.00	6,936.500	64,509.45	172.6	0.00	
0120	Street Apron 8" Thick R&R High Early Concrete	13.2500	1,177.000	SF	15,595.25	1,294.000	17,145.50	.000	0.00	1,294.000	17,145.50	109.9	0.00	
0130	Curb And Gutter R&R	39.8700	3,148.000	LF	125,510.76	2,844.000	113,390.28	.000	0.00	2,844.000	113,390.28	90.3	0.00	
0140	Concrete Sidewalk 4" R&R	6.4200	12,975.000	SF	83,299.50	12,800.000	82,176.00	.000	0.00	12,800.000	82,176.00	98.7	0.00	
0150	New Concrete Sidewalk 4" Thick	6.1000	3,596.000	SF	21,935.60	3,234.000	19,727.40	.000	0.00	3,234.000	19,727.40	89.9	0.00	
0160	ADA Curb Ramp R&R	15.3500	1,455.000	SF	22,334.25	1,473.000	22,610.55	.000	0.00	1,473.000	22,610.55	101.2	0.00	
0170	New ADA Curb Ramp	14.6000	860.000	SF	12,556.00	743.000	10,847.80	.000	0.00	743.000	10,847.80	86.4	0.00	
0180	Adjust Water Valves In Sidewalk	100.0000	24.000	EAC	2,400.00	25.000	2,500.00	.000	0.00	25.000	2,500.00	104.2	0.00	
0190	Decorative Fence	140.0000	100.000	LF	14,000.00	100.000	14,000.00	.000	0.00	100.000	14,000.00	100.0	0.00	
0200	Grading, Seeding And Straw	5,000.0000	1.000	LS	5,000.00	50.00 %	2,500.00	50.00 %	2,500.00	100.00 %	5,000.00	100.0	0.00	
0210	Relocate Existing Signs	800.0000	4.000	EAC	3,200.00	4.000	3,200.00	.000	0.00	4.000	3,200.00	100.0	0.00	
0220	Channelizers	22.0000	100.000	EAC	2,200.00	75.000	1,650.00	25.000	550.00	100.000	2,200.00	100.0	0.00	
0230	Road Work Ahead	125.0000	4.000	EAC	500.00	2.000	250.00	2.000	250.00	4.000	500.00	100.0	0.00	
0240	Narrow Lanes	125.0000	2.000	EAC	250.00	1.000	125.00	1.000	125.00	2.000	250.00	100.0	0.00	
0250	Be Prepared To Stop	125.0000	2.000	EAC	250.00	1.000	125.00	1.000	125.00	2.000	250.00	100.0	0.00	
0260	Flagger Symbol	125.0000	2.000	EAC	250.00	1.000	125.00	1.000	125.00	2.000	250.00	100.0	0.00	
0270	Diamond Pro Block Wall	37.5000	1,135.000	SF	42,562.50	1,135.000	42,562.50	.000	0.00	1,135.000	42,562.50	100.0	0.00	
0280	Mobilization and Cleanup	0.0000	.000	LS	6,000.00	100.00 %	6,000.00	0.00 %	0.00	100.00 %	6,000.00	100.0	0.00	
5000	Change Order	0.0000	.000	LS	17,065.60	0.00 %	0.00	100.00 %	17,065.60	100.00 %	17,065.60	100.0	0.00	
Total					700,732.46		555,940.36		161,020.61		716,960.97		0.00	

Application and Certificate For Payment -- page 3

To Owner: WASHINGTON CITY OF
 From (Contractor): Gershenson Construction Co.
 Project: 4th St & Fair St Overlay

Application No: 8 Date: 04/30/22 Period To: 04/30/22
 Contractor's Job Number: 21029
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
Application Total					700,732.46	555,940.36		161,020.61		716,960.97		0.00		



June 14, 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 June 20, 2022 meeting.

Sincerely,

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

Heather Parker
Accounts Specialist I
City of Washington

1. Sirens Hotel LLC
DBA: River Sirens Hotel
Chad Greife-Wetenhall
4 E Main St.
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00
2. Colton's Steak House & Grill
Robbin Griffith
1635 A Roy Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
3. Farm and Spirit Inc
DBA: The Washington Distilling Company
Richard Anders
622 Jefferson St.
Sale of Intoxicating Liquor of All Kinds by the Drink at Retail
\$300.00
Manufacturing of Liquor of All Kinds
\$150.00
Wholesale of Liquor of All Kinds
\$100.00
4. Marquart's Landing
Richard Marquart
300 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
5. Otis Campbell LLC
DBA: 1869 Draft Room
Richard Marquart
216 W Front St.
300 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

6. Custard Pie, LLC
DBA: Cowan's Restaurant
Richard Marquart
114 Elm St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
7. Target Store T-2255
DBA: Target
Lorene Williams
1851 Vernaci Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00
8. Olivino LLC
Debrah Baker-Oliver
120 W Main St.
Ste 100
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
9. K C Seisl Council No. 1121
Angela Masterson
1121 Columbus Ln.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
10. Bud's American Pub
Stephen Caton
516 W Front St. Suite 100
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

11. Front Street Cellars LLC
Anthony Bequette
430 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
Tasting Fee
\$25.00
12. Elijah's LTD
Shawn Mayall
600 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00
13. Dollar General Store #1251
Robbin Griffith
533 E Fifth St
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
14. Dollar General Store #10885
Robbin Griffith
1059 Washington Square
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
15. The Tilted Skillet
Thomas Kent 323 W 5th St. A
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
16. Front Street Restaurant LLC
Db a Five Fourteen
Thomas Kent
514 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

17. Aces and Eagles LLC

Joshua Smith-Moore

1160 W 5th St.

Mon – Sat Sale of Intoxicating liquor of all kinds by the drink

\$300.00

Sunday Sales

\$200.00



June 14, 2022

RE: Pawnbroker Business License Renewals

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

Dear Sherri,

Connie Smith is applying for the renewal of her Pawnbroker Business License. The business name is Brenco Ventures, LLC dba. Pawnshop, and it is located at 1190 W 5th St. A. Connie has submitted the necessary paperwork and paid the requisite fees.

She has asked for her application to go before the City Council at the June 20, 2022 meeting.

Sincerely,

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

Heather Parker
Accounts Specialist I
City of Washington

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

JUNETEENTH

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

WHEREAS, June 19th has a special meeting to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and

WHEREAS, across our nation, county and city, the celebration of Juneteenth reminds each of us of the precious promises of freedom, equality and opportunity which are at the core of the American Dream.

THEREFORE, be it resolved that I, James D. Hagedorn, Mayor of the City of Washington do hereby recognize and commemorate

JUNETEENTH

in the City of Washington, Missouri and ask our fellow citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.



IN WITNESS WHEREOF I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 20th day of June, 2022.

A handwritten signature in cursive script, appearing to read "James D. Hagedorn".

James D. Hagedorn
Mayor



June 14, 2022

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment
to the Parks & Recreation Commission:

Bob Dzurick – term ending June 2025

Sparky Stuckenschneider – term ending June 2025

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. Hagedorn", is written over the text "Respectfully submitted,".

James D. Hagedorn
Mayor



**CITY OF WASHINGTON, MISSOURI
PUBLIC FACILITIES AUTHORITY
405 JEFFERSON STREET
WASHINGTON, MO 63090**

June 16, 2022

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

Honorable Mayor & City Council:

The Board of Directors of the Washington, Missouri Public Facilities Authority hereby submits for your approval the re-appointment of Bob Dobsch – term expires June 2025.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Darren Lamb".

Darren Lamb, AICP
Secretary



June 8, 2022

City Council
City of Washington
Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Washington Area Highway Transportation Committee:

Craig Mueller – term ending July 2025

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "James D. Hagedorn", is written over the typed name.

James D. Hagedorn
Mayor

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT AND CONSENT TO JOINT USE OF TRACK BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI, UNION PACIFIC RAILROAD COMPANY AND WEG TRANSFORMERS USA 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 and Consent to Joint Use of Track by and between the City of Washington, Missouri, Union Pacific Railroad Company and WEG Transformers USA 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

Consent to Joint Use of Track
Form App. 5/2015 Law

Audit: _____
RE Project No: 0784562

**AGREEMENT AND
CONSENT TO JOINT USE OF TRACK**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2022, by and between **UNION PACIFIC RAILROAD COMPANY** (hereinafter "Railroad") and **CITY OF WASHINGTON, MISSOURI** a municipal corporation to be addressed at 231 West Main Street, Washington, Missouri 63090 (hereinafter "Industry") and **WEG TRANSFORMERS USA LLC**, a Georgia limited liability company to be addressed at 6350 Bluff Rd, Washington, Missouri (hereinafter "User").

RECITALS:

By agreement dated December 5, 2011 and as supplemented, identified in the records of Railroad as Agreement Audit No. 261318 in RE Project No. 0716606 (hereinafter the "Basic Agreement"), Railroad has agreed to operate certain track 727 and 728, Circ7: MX054, Yard 01, Milepost 56.63, Jefferson City Subdivision (herein and therein "Track") for the benefit of Industry at Washington, Missouri, as described in the Basic Agreement, for the purpose of receiving rail service as contemplated by the Basic Agreement.

User desires rail service from Railroad on or over all or a portion of the Track, represents that it has made arrangements with Industry to use all or a portion of the Track jointly for rail service, and that Industry and User desire Railroad's consent to be jointly served;

Railroad is willing to give such consent on the terms and conditions described in this Consent to Joint Use of Track (this "Agreement").

AGREEMENT:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Article 1. INDUSTRY'S CONSENT

In consideration of the covenants and agreements of User herein contained, Industry hereby consents to the joint use by User of the Track for the purpose of being served thereon by Railroad.

Article 2. RAILROAD'S CONSENT, TERM

In consideration of the covenants and agreements herein contained, and subject to the terms and conditions hereof, Railroad hereby consents to serve jointly Industry and User over all or a portion of the Track for the period commencing as of the date first herein written, and extending for a term concurrent with the term of the Basic Agreement, conditioned upon and subject to the terms and conditions of this Agreement; provided, however, that upon termination howsoever of the Basic Agreement, this Agreement shall terminate forthwith.

Article 3. OBLIGATIONS OF INDUSTRY AND USER

All of the covenants, terms and conditions of the Basic Agreement shall remain in full force and effect. User agrees to be bound by the terms and conditions of the Basic Agreement which are binding upon

Industry, to the same extent and in the same manner as such terms and conditions pertain to the Track and are binding upon Industry; provided, however, nothing herein contained shall be deemed to release Industry from keeping and performing all the terms, covenants, and conditions by Industry to be kept and performed under the Basic Agreement or to release Industry from any of Industry's liabilities or obligations thereunder; further provided, however, that User shall not acquire by virtue of this Agreement any ownership or salvage interest in the Track. Nothing in this Agreement shall be construed as amending or modifying the Basic Agreement except as specifically provided herein.

Article 4. TERMINATION

This Agreement may be terminated by any party upon at least 30 days written notice to the other parties. Such notice shall be in writing and (a) personally delivered; (b) delivered by a reputable overnight courier; or (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices are valid only if actually received by the individual to whom addressed, and followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Notices will be deemed received at the earlier of actual receipt, or one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or three (3) business days after deposit in the U.S. mail as evidenced by a return receipt. Notice must be directed to the parties at their respective addresses shown below, or such other address as any party may, from time to time, specify in writing to the others in the manner described above:

If to Railroad: UNION PACIFIC RAILROAD COMPANY
ATTN: Real Estate Project: 0784562
1400 Douglas Street, STOP 1690
Omaha, Nebraska 68179-1690
Facsimile: (402) 501-0340

With copy to: UNION PACIFIC RAILROAD COMPANY
ATTN: Law Department - Industrial Track
1400 Douglas Street, STOP 1580
Omaha, Nebraska 68179-1580
Facsimile: (402) 501-0132

If to Industry: CITY OF WASHINGTON, MISSOURI
ATTN: Mayor
231 West Main Street
Washington, Missouri 63090

If to User: WEG TRANSFORMERS USA LLC
6350 Bluff Rd
Washington, Missouri 63090

Article 5. INSURANCE

A. Irrespective of and in addition to any indemnity provisions hereof, before the term of this Agreement begins, User, at its sole expense, shall provide to Railroad prior to execution, and subsequently upon request, a certificate issued by its insurance carrier evidencing the insurance coverage required under Exhibit A attached and by reference made a part of this Agreement.

B. Not more frequently than once every two (2) years, Railroad has the right to modify reasonably the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Industry and User understand and accept that the terms of this Article are wholly separate from and independent of the terms of Article -- LIABILITY in the Basic Agreement.

Article 6. NO FURTHER SUBLETTING OR ASSIGNMENT

Neither Industry nor User may transfer or assign any interest in this Agreement. This Agreement shall not be construed to authorize Industry or User further to transfer or assign any interest in the Basic Agreement.

Article 7. NON-DISCLOSURE

For the term of this Agreement and for thirty six (36) months thereafter, no party may disclose any of the terms of this Agreement to any non-party without the prior written consent of the other party except (1) as required by law, (2) to a corporate parent, subsidiary, or affiliate or (3) to legal counsel. Each party to this Agreement agrees to indemnify the other from and against any damage(s) suffered by a party as a result of disclosure by a party hereto, or by an auditor or counsel of any of the terms or conditions in violation of this provision. In the event a party determines that the terms of the Agreement have been disclosed to a non-party without the prior written consent of the non-disclosing party, then the non-disclosing party shall have the right to terminate this Agreement immediately upon notice to the other party, and to seek whatever remedies it may have at law or in equity.

Article 8. TRACK SAFETY DEVICE - DERAILS

A. Unless otherwise notified by Railroad, Industry at its sole cost shall maintain all derail device(s) on the Track, if any, including without limitation those required pursuant to Subarticle B below, in accordance with Article - MAINTENANCE BY INDUSTRY.

B. Whether or not derail devices(s) are on the Track, Railroad in the sole discretion of its Operating personnel at any time may require Industry to install new or replace existing derail device(s) on the Track. In such event, upon thirty (30) days notice from Railroad, Industry at its sole cost shall install or cause to be installed the required replacement or additional derail(s) of a type and size, and in location(s) specified by Railroad. Industry shall cooperate at all times with Railroad personnel regarding inspecting, repairing, replacing and installing derail device(s) on the Track.

Article 8. SIGNATURE IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means shall be effective as the delivery of a manually executed counterpart of this Agreement. The parties agree that such electronically exchanged or stored copies will be enforceable as original documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF WASHINGTON, MISSOURI

By: _____
Sara Haines
Senior Manager, Real Estate -- Track

By: _____
Print Name: _____
Title: _____ - Industry

WEG TRANSFORMERS USA LLC

By: _____
Print Name: _____
Title: _____ - User

EXHIBIT A
Union Pacific Railroad
Contract Insurance Requirements

User shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" covered under this Agreement as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos.)

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" covered under this Agreement as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability Insurance. Coverage must include but not be limited to:

- User's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If User is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Environmental Liability Insurance. Environmental Legal Liability Insurance (ELL) applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute; all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against whom claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$5,000,000 per loss, with an annual aggregate of at least \$10,000,000. The ELL insurance policy must contain no exclusion for bodily injury, property damage, or environmental damage arising out of ownership, maintenance, use or entrustment to others of any rolling stock owned or operated or rented or loaned to User.

User warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the effective date of this Agreement; and that continuous coverage will be maintained for a period of 5 years

beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. Umbrella or Excess Insurance. If User utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except business automobile, worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsement CG 20 26 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as Additional Insured shall not be limited by User’s liability under the indemnity provisions of this Agreement. **BOTH USER AND COMPANY EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.**

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. User waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Industry required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best’s Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by User will not be deemed to release or diminish the liability of User, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from User or any third party will not be limited by the amount of the required insurance coverage.

K. User shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements in this Agreement.

L. All insurance correspondence, certificates of insurance and endorsements shall be addressed as follows:

Union Pacific Railroad Company
Real Estate Department – RE Project # 0784562
1400 Douglas Street, Stop 1690
Omaha, NE 68179

Basic points to remember:

- The certificate must indicate that Union Pacific Railroad Company is included as an additional insured. (Listing Union Pacific Railroad Company only as a certificate holder is not sufficient.)
- Binders are only accepted for sixty (60) days.
- Failure to comply with insurance requirements may result in a delay of your activity with UPRR.
- The certificate must indicate your folder number.



June 20, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

Re: WEG Transformers – Team Track Ordinance

Mayor & City Council,

On your agenda for June 20th, 2022 is an ordinance approving a lease between WEG Transformers and Union Pacific to continue to utilize our Team Track Rail Spur for their shipping and receiving needs. The Team Track was approved in 2012 with Community Development Block Grant and U.S. Economic Development Administration dollars to assist industries needed to ship and receive goods via rail. WEG Transformers (CG Power at the time) committed investment and jobs to the project to assist the City in receiving the funds. This partnership granted them access to the Team Track.

Union Pacific recently requested an updated lease between the City and WEG, requiring ordinance approval. The lease does not propose any changes to the current agreement. Staff recommends approval of the ordinance to allow operations to continue as is.

Feel free to reach out with any questions.

Sincerely,

A handwritten signature in black ink that reads "Sal Maniaci".

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT WITH LAMKE TRENCHING & EXCAVATING, INC. FOR THE 2022 OVERLAY 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 agreement by and between the City of Washington, Missouri and Lamke Trenching & Excavating, Inc. for the 2022 Overlay Project. A copy of the agreement is attached and is marked as "Exhibit A".

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

SECTION 3: This ordinance shall amend the 2022 Budget as follows:
Transportation Sales Tax Fund 261 - Increase of \$308,705.00 for 2022 Overlay Project Construction Services (261-18-000-541102 Street Reconstruction Program).

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

**CONTRACT AGREEMENT
2022 OVERLAY PROJECT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the CITY OF WASHINGTON, MISSOURI, party of the first part; hereinafter termed the "City", and **Lamke Trenching & Excavating, Inc.**, party of the second part, hereinafter termed in this agreement as the "Contractor".

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of **One Million Five Thousand Four Hundred dollars and Zero cents (\$1,005,400.00)**, for all work covered in the Base Proposal Bid.

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

LAMKE TRENCHING & EXCAVATING, INC.

CITY OF WASHINGTON
COUNTY OF FRANKLIN
STATE OF MISSOURI

By: _____
Contractor

Mayor

Title

City Clerk



May 17, 2022

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

RE: 2022 Overlay Project
Construction Bids and Contract Approval

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Historically, the City has budgeted approximately \$680,000 / yr to overlay and replace sidewalks along local streets that are not eligible for federal gas tax grants. These streets are required to be maintained or improved with local tax funding. In the fall / winter the Engineering staff rates each street and identifies which streets will be paved / improved. This year streets include:

- West Main St Rand St Johnson St Roberts St
- Williams St James St (partial) Fifth St ADA ramps @ Hickory
- Stafford St (partial patch) Market St (partial) E Main St ADA ramps @ Walnut

Each of the identified streets reviewed the condition of the pavement, curb and gutter, and ADA accessibility.

Unfortunately, when the initial scopes and estimates were compiled in 2021 the current construction market, oil prices, and other inflationary issues were not as prevalent.

The project has a completion date of October 28th.

Bid information:

The bids received are as follows:	K.J. Unnerstall Construction:	\$1,078,071.00
	Lamke Trenching & Excavating, LLC:	\$1,005,400.00
	NB West Contracting:	\$1,116,501.00
	<i>Engineering Estimate:</i>	<i>\$921,960.75*</i>

*Using pricing from just over 6 months ago, we estimated the project at \$801,705.00. Immediately before bidding, I added 15% to the estimate, and chose with the current scope.

As we reviewed the bids, we evaluated each line item and need, and we are recommending removing the Stafford St (partial patch) from the project. This would save \$16,695.00. That scope of work would be included in a larger Stafford St project in the future.

Cost of the project:

Approving this project (with CO #1 Stafford removed) will cost \$988,705.00

Budget Information:


The current Transportation Sales Tax budget for this fiscal year has \$680,000. Approving this contract would require a \$308,705.00 Budget Amendment.

Staff will also apply for a \$100,000.00 grant from the Franklin County Transportation Sales Tax to offset a portion of this overage.

Staff is recommending accepting the bid from Lamke Trenching and Excavating and incorporating CO #1 for a contract amount of \$988,705.00

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT WITH LOCHMUELLER GROUP, INC FOR PROVISION OF LIMITED PROFESSIONAL SERVICES FOR THE MO-100 TRAFFIC STUDY 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 an Agreement by and between the City of Washington, Missouri and Lochmueller Group, Inc for the Provision of Limited Professional Services associated with the MO-100 Traffic Study Project in the City of Washington, Missouri. A copy of the agreement is attached and is marked as "Exhibit A". This study will provide detailed traffic information and forecasting along MO-100 from Vossbrink Drive (Oldenberg Industrial Park) to High Street.

SECTION 2: This ordinance shall amend the 2022 Budget as follows:

EXPENSE:

Transportation Sales Tax Fund 261 – Increase of \$70,000 for MO-100 Traffic Study Project (261-18-000-541100 Improvements other than Buildings).

REVENUE:

Transportation Sales Tax Fund 261 – Increase of \$28,513.00 for MO-100 Traffic Study Project (261-18-000-541100 Improvements other than Buildings).

SECTION 3: The Mayor is 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



AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

DATE: MAY 12, 2022

LOCHMUELLER PROJECT No: 522-1014-00T

CLIENT: CITY OF WASHINGTON, MISSOURI
ATTN: SAL MANIACI, AICP
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
405 JEFFERSON STREET
WASHINGTON, MO 63090
VIA EMAIL: SMANIACI@WASHMO.GOV
(636) 390-1004

PROJECT NAME/LOCATION:
MO-100 Traffic Study / Washington, Missouri

SCOPE/INTENT AND EXTENT OF SERVICES:

The basic services to be provided by LOCHMUELLER under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

FEE ARRANGEMENT:

LOCHMUELLER shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

SCHEDULE:

LOCHMUELLER shall deliver the Services to the CLIENT in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF. PLEASE REVIEW THEM CAREFULLY.

OFFERED BY: LOCHMUELLER GROUP, INC.

ACCEPTED BY: CITY OF WASHINGTON, MISSOURI

Signature

Signature

Print Name and Title

Print Name and Title

LOCHMUELLER GROUP INC. (LOCHMUELLER) shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, **LOCHMUELLER** and its **SUBCONSULTANT's**, if any, shall have access to the site for activities necessary for the performance of the services. **LOCHMUELLER** and its **SUBCONSULTANT's** will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

BILLING AND PAYMENTS

Invoices for **LOCHMUELLER's** services shall be submitted, at **LOCHMUELLER's** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.** If the invoice is not paid within 30 days, **LOCHMUELLER** may, without waiving any claim or right against the **CLIENT**, and without liability whatsoever to the **CLIENT**, terminate the performance of the service.

LATE PAYMENTS

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including attorney's fees and all court costs.

ADDITIONAL OR CHANGE IN SERVICES

In the event that the **CLIENT** requires additional or a major change in scope, character, or complexity of the services after the services have progressed as directed by the **CLIENT**, adjustments in compensation to **LOCHMUELLER** and in time for performance of the services as modified shall be determined through negotiations between the **CLIENT** and **LOCHMUELLER**. **LOCHMUELLER** shall not commence the additional services or the change of the scope of the services until an amendment to the Agreement is executed and **LOCHMUELLER** is authorized to proceed in writing by the **CLIENT**.

CERTIFICATIONS AND STANDARD OF CARE

Guarantees and Warranties: **LOCHMUELLER** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **LOCHMUELLER** cannot ascertain. Any opinions or probable project costs or construction costs rendered by **LOCHMUELLER** represent its best judgment and are furnished for general guidance only. **LOCHMUELLER** makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. **LOCHMUELLER** warrants only that it will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances at the time that the services are provided ("Standard of Care). No other warranty, expressed or implied, is made or intended by this Agreement.

RESPONSIBILITY FOR CLAIMS

In recognition of the relative risks, rewards and benefits of the project to both the **CLIENT** and **LOCHMUELLER**, the risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **LOCHMUELLER's** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of **LOCHMUELLER's** total compensation for services paid and received by **LOCHMUELLER** under this Agreement. Such causes include, but are not limited to **LOCHMUELLER's** negligence, errors, omissions, or breach of contract. **LOCHMUELLER** shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

NO PERSONAL LIABILITY

Notwithstanding any other provisions of this Agreement to the contrary, **LOCHMUELLER's** officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to **LOCHMUELLER's** performance or non-performance of the Agreement. **CLIENT** will look solely to **LOCHMUELLER** for its remedy for any claim arising out of or related to this Agreement.

SUBCONTRACTORS

If **LOCHMUELLER** has been asked by the **CLIENT** to subcontract certain geotechnical services on behalf of the **CLIENT**, **LOCHMUELLER** agrees to do so only as an accommodation to the **CLIENT** and in reliance upon the **CLIENT's** assurance that the **CLIENT** will make no claim to bring any action at law or in equity against **LOCHMUELLER** as a result of this subcontracted service. The **CLIENT** understands that **LOCHMUELLER** is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the **CLIENT** shall not rely upon **LOCHMUELLER** to check the quality or accuracy of their services. In addition, the **CLIENT** agrees to the fullest extent permitted by law to indemnify and hold **LOCHMUELLER** harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **LOCHMUELLER**.

COMPLIANCE WITH LAWS

LOCHMUELLER shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, **LOCHMUELLER** shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that **LOCHMUELLER**:

- a) Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and
- b) Is enrolled in a federal work authorization program

The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of **LOCHMUELLER**.

CONTROLLING LAW AND DISPUTE RESOLUTION

This Agreement is to be governed by and interpreted in accordance with the law of the State where the project is located. If either **CLIENT** or **LOCHMUELLER** has a Claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate a settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and with a neutral third-party mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting the mediation,

the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.

TERMINATION OF SERVICES

This Agreement may be terminated by the **CLIENT** or **LOCHMUELLER** should the other fail to perform its obligations hereunder. In the event of termination, the **CLIENT** shall pay **LOCHMUELLER** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS

The **CLIENT** acknowledges that **LOCHMUELLER's** documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of **LOCHMUELLER's** and the **LOCHMUELLER's** instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the **CLIENT** upon completion of the services and payment in full of all monies due to **LOCHMUELLER**. During the performance of the Services herein provided for, **LOCHMUELLER** shall be responsible for any loss or damage to the documents, which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to **CLIENT**. The **CLIENT** agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless **LOCHMUELLER**, its officers, directors, employees and subconsultants (collectively, "**LOCHMUELLER**") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by the unauthorized reuse or modification of the documents by **CLIENT** or any person or entity that acquires or obtains the documents from or through the **CLIENT** without the written authorization of **LOCHMUELLER**.

Under no circumstances shall the transfer of ownership of **LOCHMUELLER's** drawings, specifications, electronic files or other instruments of service be deemed a sale by **LOCHMUELLER**, and **LOCHMUELLER** makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of **LOCHMUELLER's** copyrights in any of the foregoing, full ownership of which shall remain with **LOCHMUELLER**, absent **LOCHMUELLER's** express prior written consent.

ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. **CLIENT** agrees it may only justifiably rely upon the final hardcopy materials bearing the **LOCHMUELLER's** original signature and seal.

FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ATTACHMENT "A"

PROJECT DESCRIPTION

It is our understanding that the City of Washington's intent is utilize this traffic study as a comprehensive analysis of traffic impacts along MO-100 west of MO-47 once forecasted traffic volumes from Oldenburg Industrial Park, Fire Training Center, and the KJ Unnerstall (KJU) Construction Company's development is built and occupied. The Industrial Park is 115 acres of the Watermann Farm located just south of Heidmann Industrial Park. The 9-acre Fire Training Center site is across from the future Oldenburg Industrial Park and includes a through connection to Maurice Unnerstall Drive. The partially-built KJU development, also known as the Jasper Farm Development, is 140 acres and would be located along the south side of MO-100, west of MO Supplemental Route A. Both roadways are controlled by the Missouri Department of Transportation (MoDOT).

Under this proposal, Lochmueller Group would assist the City by completing a Traffic Impact Study (TIS) to definitively identify the amount of traffic that would be generated by the three developments, impact on the surrounding roadway system, and the need for any roadway or traffic control improvements to mitigate the development's impacts. In addition, a horizon year (20 year) analysis will be performed, as required by MoDOT, to identify improvements that could be made to address existing deficiencies or provide net benefit to operating conditions on the adjacent roadways.

The City of Washington is concurrently undergoing a revision to their Comprehensive Plan. It is assumed that there are no major Land Use changes contemplated as part of that revision that need to be considered in this study, and the future land uses are in line with the land uses already coordinated with East-West Gateway and the associated traffic volumes reflected in their Travel Demand Model.

It is anticipated that the study will address the following intersections:

- Route 100 & Route A/Jefferson Street (signalized)
- Route 100 & High Street (signalized)
- Route 100 & Pottery Road (signalized)
- Route A & Marquart Drive/Steutermann Road (signalized)
- Route A & Chambers Drive (unsignalized)
- High Street & Commercial E/W Drive (unsignalized)
- Pottery Road & Old Pottery Road/Pleasant View Apartments (unsignalized)
- Route 100 & W Pride Drive (signalized)
- Route 100 & W 5th Street (unsignalized)
- Route 100 & Bluff Road (signalized)
- Route 100 & Route KK (unsignalized)
- Route 100 & Future Oldenburg Industrial Park Entrance
- Route 100 & Vossbrink Drive (unsignalized)

It should be acknowledged that a scoping meeting has not yet been held with MoDOT, so while the proposed scope of services reflects our expectations of the study's requirements, the scope and fee could be subject to change. Should MoDOT require additional time periods, study locations or other issues be addressed, a modified proposal will be submitted. Any changes would be subject to your authorization before additional work is performed.

It was communicated to Lochmueller that the City may be interested in grant application writing or technical support. This service can be provided by Lochmueller but is not included in the scope of services below. We would be pleased to provide this service for an additional fee.

SCOPE OF SERVICES

Task 1 – Traffic Impact Study

1. Prepare scoping documents, schedule, and attend a scoping meeting with the City of Washington and MoDOT to discuss study parameters and assumptions and receive concurrence on the study scope. The scoping document would serve as the meeting minutes. MoDOT's Scoping Form would be prepared for signatures. This meeting is assumed to be virtual.
2. Perform turning movement counts at the study intersections from 7:00 to 9:00 AM and 4:00 to 6:00 PM on a typical weekday and from 11:00 AM to 2:00 PM on a typical Saturday. Count data is needed for the following intersections:
 - Route 100 & W 5th Street (unsignalized)
 - Route 100 & Route KK (unsignalized)
 - Route 100 & Vossbrink Drive (unsignalized)

Lochmueller has count data on file for the remaining study area intersections not noted in the above list.

3. Perform field reconnaissance and collect information pertaining to existing conditions including traffic control, lane configurations, and driveway locations in the study area.
4. Measure the available sight distance along Route 100 in both directions from the existing field access intersection for the KJU development and for the future entrance to Oldenburg Industrial Park/Fire Training Center.
5. Based upon the limited number of homes, estimate the traffic volumes for Sophia Drive. This estimate would be factored into the traffic projections for the future intersection of High Street with Sophia Drive.
6. Obtain available information from KJU pertaining to the development plan including proposed land uses and floor areas as well as site-specific operational characteristics. Obtain available information from the City pertaining to the development plan assumptions, including proposed land uses and floor areas, that are to be used for Oldenburg Industrial Park and the Fire Training Center site.

7. Calculate the estimated trip generation of the subject proposed developments using data published by the Institute of Transportation Engineers (ITE) or other source agreed upon by Lochmueller, City staff, and MoDOT staff. These calculations will include the morning and afternoon peak hours of a typical weekday and the Saturday midday peak hour.
8. Estimate a trip distribution for the site trips generated by the various developments based on existing land use and travel patterns.
9. Obtain from MoDOT historical count data for Route 100 or any of the intersections along Route 100. Calculate an estimated regional growth rate based on historical growth in recent years.
10. Obtain an estimated regional growth rate from East-West Gateway's 2045 Travel Demand Model. Compare the growth rate to the rate using MoDOT's historical count data and the estimated trip generation for the site-specific developments.
11. Summarize the proposed uses, existing traffic volumes, access, growth rates, trip generation forecasts and estimated directional distributions in a Technical Memorandum for distribution to the City and MoDOT for their review and comment. Ideally, we would receive concurrence on the assumptions before proceeding with the remainder of the analysis.
12. Calculate the diversion of traffic assuming High Street is extended south past Sophia Drive and ultimately intersects Route A opposite Chambers Drive based upon information provided by the City of Washington and the existing traffic counts.
13. The site-generated traffic would be assigned to the adjacent road system based on the approved assumptions presented in the Technical Memorandum. Year 2027 is assumed to represent buildout of the developments. These projections would be used to generate traffic forecasts for the Baseline (No Build) conditions (Year 2021/2022 and Year 2027); Forecasted Build conditions (Year 2027); and Horizon Year (+20 years) No Build and Build conditions that would reflect existing traffic, regional growth (growth rate to be agreed upon in scoping meeting), other known or planned future developments, and site-generated trips.
14. Using Synchro software, perform capacity analyses of the study intersections to identify existing and forecasted operating conditions during the morning and afternoon weekday peak hours and Saturday midday peak hour. Analyses will be performed using Synchro. The following scenarios will be evaluated:
 - a. Existing Conditions (2021/2022)
 - b. 2027 Baseline conditions (background traffic growth only)
 - c. 2027 Forecasted Conditions (background traffic growth + buildout of development; High Street extended to Route A)
 - d. 2047 Horizon Year Baseline Conditions
 - e. 2047 Horizon Year Forecasted Conditions

The relative difference between these scenarios would determine the development's traffic impacts. The analysis would also reflect the influence of roadway improvements that may be considered, such as the extension of High Street.

15. Review MoDOT Access Management standards with regard to the proposed developments' access points. Recommend appropriate spacing of these two future entrances along Route 100 based on the potential developable lots.
16. Assess the Oldenburg Industrial Park's and KJU site's proposed driveways with regards to the need for traffic control modifications at each location. If deemed necessary, a signal warrant analysis, per MUTCD, would be conducted for up to three (3) intersections, anticipated to be KJU's full access drive onto Route 100 midway between High Street and Pottery Road, the Oldenburg Industrial Park's entrance on Route 100, and Route 100 with Route KK.
17. Determine the need for off-site improvements that are necessary to accommodate the Oldenburg Industrial Park, KJU development, and regional traffic and mitigate any impacts, including a potential need for four lanes along Route 100 from Vossbrink Drive to High Street, as denoted in the City's Comprehensive Plan.
18. Review the internal site circulation of the KJU development and offer commentary regarding the feasibility of proposed road network within the development (laneage and traffic control recommended).
19. Prepare a written report summarizing our findings and conclusions. A draft report would be provided to you for your review prior to finalization. When finalized, the report would be submitted electronically to MoDOT at your request.
20. Pending receipt of review comments, if any, from MoDOT and/or City staff, we will respond to *minor* comments with a technical memorandum. We will request written approval of the study from the review agencies for reference during the zoning process and to memorialize any requirements.

Task 2 – Concept Layout

21. Prepare a concept layout of recommended roadway improvements and intersection control along Route 100 (only), including any widening necessary to accommodate auxiliary turn lanes. The width, length and tapers associated with these improvements would be detailed on the layout. However, the layout would be preliminary in nature and for illustrative purposes only rather than construction.
22. Prepare a planning-level opinion of probable cost associated with the concept plan.

Task 3 – Meetings & Public Hearings

23. Prepare for and attend up to four (4) in-person meetings with City staff.
24. Prepare presentations for and attend up to three (3) in-person public meetings. City staff to determine which groups or meetings are to be attended.

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ATTACHMENT "B"

INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

1. Permission to be on subject sites during the observation periods and for any subsequent field visit to verify.
2. Scalable concept plan for the developments that depicts the intended uses: residential, commercial, industrial park, etc.
3. Input with regards to the nature of the residential and commercial uses possible.

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ATTACHMENT "C"

SCHEDULE

Lochmueller will complete the study in a timeframe mutually agreed upon with the Client.

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ATTACHMENT "D"

COMPENSATION

1.0 AMOUNT OF PAYMENT

1.1 LOCHMUELLER shall receive compensation for such professional services under Attachment "A" of this Agreement on an hourly and expense rate basis based on the rates set forth in the attached rate schedule EXHIBIT "1", attached hereto and incorporated herein by reference. The total compensation to be paid to LOCHMUELLER shall not exceed \$60,500 without prior approval of CLIENT.

This fee would be subject to increase if any tasks in addition to those specifically set forth in Attachment "A" of this Agreement are requested, including but not limited to the analysis of additional time periods, issues, scenarios, or study locations.

2.0 EXCLUSIONS, EXTRA COSTS AND/OR SUPPLEMENTAL SERVICES

2.1 The payment amount in Section 1.1 does not include costs for meeting time with the City beyond that specified in scope items 1, 24, and 25; preparation of a traffic model using Vissim software; design services; construction administration or staking; parking analysis or the development and implementation of any signal timing plans; grant application writing or support.

If requested, these or other services would be provided as extras and would be billed on a time and materials basis using the rates set forth in Exhibit "1", attached hereto and incorporated herein by reference, unless they are addressed by a separate proposal. However, no additional services shall be performed without direction or authorization from the CLIENT.

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EXHIBIT 1



411 North 10th Street, Suite 220, St. Louis, Missouri 63101
 820 S. Main Street, Suite 207, St. Charles, Missouri 63301

2022 HOURLY RATE SCHEDULE PROFESSIONAL ENGINEERING AND PLANNING SERVICES

Classification	Hourly Rate
Senior Project Manager III	\$275
Senior Project Manager II	\$230
Senior Project Manager I	\$225
Senior Project Engineer I	\$215
Project Liaison	\$190
Project Engineer IV	\$195
Project Engineer III	\$170
Project Engineer II	\$140
Project Engineer I	\$130
Engineering Intern III	\$135
Engineering Intern II	\$120
Engineering Intern I	\$115
Senior Transit/NEPA Specialist	\$205
Senior Landscape Architect	\$135
Planner IV	\$150
Planner III	\$135
Planner II	\$120
Planner I	\$105
Engineering Designer IV	\$170
Engineering Designer III	\$140
Engineering Designer II	\$130
Engineering Designer I	\$115
Environmental Specialist IV	\$155
Environmental Specialist III	\$145
Environmental Specialist II	\$120
Environmental Specialist I	\$97
Environmental Technician II	\$120
Environmental Technician I	\$92
Environmental Geologist	\$150
Historian/Section 106 Specialist III	\$150
Historian/Section 106 Specialist II	\$112
Certified Construction Inspector II	\$122
Certified Construction Inspector I	\$100
Senior Appraiser	\$200
Right of Way Services Specialist	\$160
Realty Specialist	\$95
Senior Graphic Designer	\$130
Administrative Assistant	\$75
Student Intern	\$75
Field Technician	\$65

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of \$0.50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.



June 15, 2022

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

RE: MO-100 TRAFFIC STUDY
Professional Service Contract + Budget Amendment

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Find enclosed an ordinance that would allow the City to enter into a contract with Lochmueller Group, Inc. for engineering services for the subject project. This project includes completing a traffic study along the Highway 100 corridor from Vossbrink Drive to High Street.

The adjacent developer @ High Street, Big Elm, LLC was in the process of independently completing a traffic study. They made the City of aware of the study, and after reviewing their scope, staff decided to ask the City Council to complete a study for the entire corridor. The developer agreed to put the remaining balance of their contract, \$28,513.00, towards the overall scope.

Also included in the ordinance is a budget amendment for FY 2022 for the above referenced project.

The City would utilize this document to pursue various transportation grants through MoDOT and FHWA.

Approval is recommended.

Cost of the project:

DESIGN costs	\$60,500.00
DEVELOPER portion.....	\$28,513.00
<u>FINAL COST TO CITY.....</u>	<u>\$31,987.00</u>

Budget Information:

A budget amendment of:	Expense:	\$70,000.00
	Revenue:	\$28,513.00

We increased the budget amendment to \$70,000.00 to include any public meetings requested by the staff / Council.

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". The signature is stylized with a large initial "J" and a long, sweeping underline.

John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
BIG ELM, LLC

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

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

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

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

(i)

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

DEVELOPMENT AGREEMENT

among

THE CITY OF WASHINGTON, MISSOURI

and

BIG ELM, LLC, or assigns

dated as of

_____, 2022

AGREEMENT

THIS AGREEMENT (this “*Agreement*”) is made and entered into as of July _____, 2022, by and among the **CITY OF WASHINGTON, MISSOURI** (the “*City*”), a third-class city and political subdivision of the State of Missouri, and **BIG ELM, LLC, or assigns**, a Missouri limited liability company (the “*Developer*”).

RECITALS:

A. The City has contracted with Lochmueller Group for a traffic study of MO-100 (“**Traffic Study**”).

B. The Developer will benefit from the **Traffic Study** and is willing to share in the cost with the City.

C. The **Traffic Study** will be completed in accordance with the Agreement between the City and the Lochmueller Group as set forth in Exhibit I attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein set forth, the City and the Developer do hereby covenant and agree as follows:

1. **Traffic Study.** The City shall enter into the Agreement with Lochmueller Group as set forth in Exhibit I attached hereto and incorporated herein by reference (the “Agreement”).

2. **Costs to be Paid by the City.** Upon completion of the **Traffic Study** the City shall pay Lochmueller Group total compensation not to exceed \$60,500.00.

3. **Costs to be Paid by the Developer.** Upon issuance of any invoice by the City, the Developer shall reimburse the City the sum of \$28,513 representing the Developer’s share of the cost of the **Traffic Study**. Payment is due within thirty (30) days from issuance of the invoice by the City.

4. **Authority.** The parties hereto covenant and warrant to each other that each has full right, power and authority to execute this Agreement and have the power to grant all rights and perform all duties and obligations hereunder.

5. **Assignment.** The City and Developer shall not assign their rights and obligations under this Agreement to any other party without the written consent of the parties, which consent shall not be unreasonably withheld.

6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, assigns, and all owners of the Property.

7. Miscellaneous.

a. *Cooperation.* The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent hereof and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent.

b. *Default.* Except as otherwise provided in this Agreement, in the event of any default in or breach of any material term or condition of this Agreement by any party or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from any of the other parties, proceed to immediately cure or remedy such default or breach, and shall, in any event within thirty (30) days after receipt of such notice, commence to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party or parties may institute such proceedings as may be necessary or desirable in its or their opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

c. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by all parties hereto.

d. *Choice of Law.* This Agreement shall be construed in accordance with the laws of the State of Missouri.

e. *Severability.* If any provision of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement which shall continue in full force and effect. Entire Agreement. This Agreement represents the entire agreement of the parties related to the subject matter set forth herein. This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of both of the parties hereto.

f. *Counterparts/Electronic Signature/Facsimile.* This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. This Agreement and any documents relating to it may be executed and transmitted to any other party by electronic mail or facsimile, and an electronic or facsimile signature on this Agreement shall be effective as an original signature.

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

h. *Notices.* Any notice, demand or other communication required by this Agreement to be given by one party to another party shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of the Developer, to:

Big Elm, LLC
Attention: Kurt J. Unnerstall
4923 South Point Road
Washington, Missouri 63090
Fax:
Email: kurt@kjuinc.com

(ii) In the case of the City, to:

City of Washington
Attention: City Administrator
405 Jefferson Street
Washington, Missouri 63090
Fax: (636) 239-8945
Email:

With a copy to:

Sandberg Phoenix
Attention: Mark C. Piontek, Esq.
1200 Jefferson Street
P.O. Box 1040
Washington, Missouri 63090
Fax: (636) 239-8450
Email: mpiontek@sandbergphoenix.com

or to such other address as a party may, from time to time, designate in writing and forward to the others as provided in this **Section 7(h)**. Notices, demands, consents, approvals, and other communications shall be deemed given and personally delivered three (3) days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or a facsimile machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machine and forwards a copy thereof with its mailed or couriered delivered notice or communication. Any notice provided to one party shall be provided to each other party hereunder.

i. *Force Majeure.* If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of materials shortages, earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault

of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, and the City and the County have caused their seals to be affixed thereto, and attested as to the date first above written.

CITY OF WASHINGTON, MISSOURI

(SEAL)

Attest:

By: _____
Name: James D. Hagedorn
Title: Mayor

Sherri Klekamp
City Clerk

BIG ELM, LLC,

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

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

On this ____ day of _____, before me appeared **KURT J. UNNERSTALL**, to me personally known, who being by me duly sworn, did say that he is the Manager designated to act on behalf of **BIG ELM, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said Limited Liability Company, by authority of its Managers, and said **KURT J. UNNERSTALL** acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

Name: _____

Notary Public - State of Missouri
Commissioned in Franklin County

(SEAL)

My Commission Expires:

EXHIBIT I



411 N. 10th Street, Suite 200, St. Louis, Missouri

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

DATE: MAY 12, 2022
1014-00T

LOCHMUELLER PROJECT No: 522-

CLIENT: CITY OF WASHINGTON, MISSOURI
ATTN: SAL MANIACI, AICP
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
405 JEFFERSON STREET
WASHINGTON, MO 63090
VIA [EMAIL: SMANIACI@WASHMO.GOV](mailto:SMANIACI@WASHMO.GOV)
(636) 390-1004

PROJECT NAME/LOCATION:
MO-100 Traffic Study / Washington, Missouri

SCOPE/INTENT AND EXTENT OF SERVICES:
The basic services to be provided by LOCHMUELLER under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

FEE ARRANGEMENT:
LOCHMUELLER shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

SCHEDULE:
LOCHMUELLER shall deliver the Services to the CLIENT in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF. PLEASE REVIEW THEM CAREFULLY.

OFFERED BY: LOCHMUELLER GROUP, INC.
MISSOURI

ACCEPTED BY: CITY OF WASHINGTON,

Signature

Signature

(1)

Print Name and Title

Print Name and Title

\\LOCH.LOC\ROOT\PRODUCTION\FILES\2022\522-1014\PROPOSAL\DRAFT PROPOSAL\WASHINGTON - MO 100 TRAFFIC STUDY V2.DOCX

TERMS AND CONDITIONS

LOCHMUELLER GROUP INC. (LOCHMUELLER) shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, **LOCHMUELLER** and its **SUBCONSULTANT's**, if any, shall have access to the site for activities necessary for the performance of the services. **LOCHMUELLER** and its **SUBCONSULTANT's** will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

BILLING AND PAYMENTS

Invoices for **LOCHMUELLER's** services shall be submitted, at **LOCHMUELLER's** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.** If the invoice is not paid within 30 days, **LOCHMUELLER** may, without waiving any claim or right against the **CLIENT**, and without liability whatsoever to the **CLIENT**, terminate the performance of the service.

LATE PAYMENTS

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including attorney's fees and all court costs.

ADDITIONAL OR CHANGE IN SERVICES

In the event that the **CLIENT** requires additional or a major change in scope, character, or complexity of the services after the services have progressed as directed by the **CLIENT**, adjustments in compensation to **LOCHMUELLER** and in time for performance of the services as modified shall be determined through negotiations between the **CLIENT** and **LOCHMUELLER**. **LOCHMUELLER** shall not commence the additional services or the change of the scope of the services until an amendment to the Agreement is executed and **LOCHMUELLER** is authorized to proceed in writing by the **CLIENT**.

CERTIFICATIONS AND STANDARD OF CARE

Guarantees and Warranties: **LOCHMUELLER** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **LOCHMUELLER** cannot ascertain. Any opinions or probable project costs or construction costs rendered by **LOCHMUELLER** represent its best judgment and are furnished for general guidance only. **LOCHMUELLER** makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. **LOCHMUELLER** warrants only that it will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances at the time that the services are provided ("Standard of Care). No other warranty, expressed or implied, is made or intended by this Agreement.

RESPONSIBILITY FOR CLAIMS

In recognition of the relative risks, rewards and benefits of the project to both the **CLIENT** and **LOCHMUELLER**, the risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **LOCHMUELLER's** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of **LOCHMUELLER's** total compensation for services paid and received by **LOCHMUELLER** under this Agreement. Such causes include, but are not limited to **LOCHMUELLER's** negligence, errors, omissions, or breach of contract. **LOCHMUELLER** shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

NO PERSONAL LIABILITY

Notwithstanding any other provisions of this Agreement to the contrary, **LOCHMUELLER's** officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to **LOCHMUELLER's** performance or non-performance of the Agreement. **CLIENT** will look solely to **LOCHMUELLER** for its remedy for any claim arising out of or related to this Agreement.

SUBCONTRACTORS

If **LOCHMUELLER** has been asked by the **CLIENT** to subcontract certain geotechnical services on behalf of the **CLIENT**, **LOCHMUELLER** agrees to do so only as an accommodation to the **CLIENT** and in reliance upon the **CLIENT's** assurance that the **CLIENT** will make no claim to bring any action at law or in equity against **LOCHMUELLER** as a result of this subcontracted service. The **CLIENT** understands that **LOCHMUELLER** is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the **CLIENT** shall not rely upon **LOCHMUELLER** to check the quality or accuracy of their services. In addition, the **CLIENT** agrees to the fullest extent permitted by law to indemnify and hold **LOCHMUELLER** harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this

subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **LOCHMUELLER**.

COMPLIANCE WITH LAWS

LOCHMUELLER shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, **LOCHMUELLER** shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that **LOCHMUELLER**:

- a) Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and
- b) Is enrolled in a federal work authorization program

The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of **LOCHMUELLER**.

CONTROLLING LAW AND DISPUTE RESOLUTION

This Agreement is to be governed by and interpreted in accordance with the law of the State where the project is located. If either **CLIENT** or **LOCHMUELLER** has a Claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate a settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and with a neutral third-party mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting the mediation,

the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.

TERMINATION OF SERVICES

This Agreement may be terminated by the **CLIENT** or **LOCHMUELLER** should the other fail to perform its obligations hereunder. In the event of termination, the **CLIENT** shall pay **LOCHMUELLER** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. **OWNERSHIP OF DOCUMENTS**

The **CLIENT** acknowledges that **LOCHMUELLER's** documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of **LOCHMUELLER's** and the **LOCHMUELLER's** instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the **CLIENT** upon completion of the services and payment in full of all monies due to **LOCHMUELLER**. During the performance of the Services herein provided for, **LOCHMUELLER** shall be responsible for any loss or damage to the documents, which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to **CLIENT**. The **CLIENT** agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless **LOCHMUELLER**, its officers, directors, employees and subconsultants (collectively, "**LOCHMUELLER**") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by the unauthorized reuse or modification of the documents by **CLIENT** or any person or entity that acquires or obtains the documents from or through the **CLIENT** without the written authorization of **LOCHMUELLER**.

Under no circumstances shall the transfer of ownership of **LOCHMUELLER's** drawings, specifications, electronic files or other instruments of service be deemed a sale by **LOCHMUELLER**, and **LOCHMUELLER** makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of **LOCHMUELLER's** copyrights in any of the foregoing, full ownership of which shall remain with **LOCHMUELLER**, absent **LOCHMUELLER's** express prior written consent.

ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. **CLIENT** agrees it may only justifiably rely upon the final hardcopy materials bearing the **LOCHMUELLER's** original signature and seal.

FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ATTACHMENT "A"

PROJECT DESCRIPTION

It is our understanding that the City of Washington's intent is utilize this traffic study as a comprehensive analysis of traffic impacts along MO-100 west of MO-47 once forecasted traffic volumes from Oldenburg Industrial Park, Fire Training Center, and the KJ Unnerstall (KJU) Construction Company's development is built and occupied. The Industrial Park is 115 acres of the Watermann Farm located just south of Heidmann Industrial Park. The 9-acre Fire Training Center site is across from the future Oldenburg Industrial Park and includes a through connection to Maurice Unnerstall Drive. The partially-built KJU development, also known as the Jasper Farm Development, is 140 acres and would be located along the south side of MO-100, west of MO Supplemental Route A. Both roadways are controlled by the Missouri Department of Transportation (MoDOT).

Under this proposal, Lochmueller Group would assist the City by completing a Traffic Impact Study (TIS) to definitively identify the amount of traffic that would be generated by the three developments, impact on the surrounding roadway system, and the need for any roadway or traffic control improvements to mitigate the development's impacts. In addition, a horizon year (20 year) analysis will be performed, as required by MoDOT, to identify improvements that could be made to address existing deficiencies or provide net benefit to operating conditions on the adjacent roadways.

The City of Washington is concurrently undergoing a revision to their Comprehensive Plan. It is assumed that there are no major Land Use changes contemplated as part of that revision that need to be considered in this study, and the future land uses are in line with the land uses already coordinated with East-West Gateway and the associated traffic volumes reflected in their Travel Demand Model.

It is anticipated that the study will address the following intersections:

- Route 100 & Route A/Jefferson Street (signalized)
- Route 100 & High Street (signalized)
- Route 100 & Pottery Road (signalized)
- Route A & Marquart Drive/Steutermann Road (signalized)
- Route A & Chambers Drive (unsignalized)
- High Street & Commercial E/W Drive (unsignalized)
- Pottery Road & Old Pottery Road/Pleasant View Apartments (unsignalized)
- Route 100 & W Pride Drive (signalized)
- Route 100 & W 5th Street (unsignalized)
- Route 100 & Bluff Road (signalized)
- Route 100 & Route KK (unsignalized)

- Route 100 & Future Oldenburg Industrial Park Entrance
- Route 100 & Vossbrink Drive (unsignalized)

It should be acknowledged that a scoping meeting has not yet been held with MoDOT, so while the proposed scope of services reflects our expectations of the study's requirements, the scope and fee could be subject to change. Should MoDOT require additional time periods, study locations or other issues be addressed, a modified proposal will be submitted. Any changes would be subject to your authorization before additional work is performed.

It was communicated to Lochmueller that the City may be interested in grant application writing or technical support. This service can be provided by Lochmueller but is not included in the scope of services below. We would be pleased to provide this service for an additional fee.

SCOPE OF SERVICES

Task 1 – Traffic Impact Study

1. Prepare scoping documents, schedule, and attend a scoping meeting with the City of Washington and MoDOT to discuss study parameters and assumptions and receive concurrence on the study scope. The scoping document would serve as the meeting minutes. MoDOT's Scoping Form would be prepared for signatures. This meeting is assumed to be virtual.
2. Perform turning movement counts at the study intersections from 7:00 to 9:00 AM and 4:00 to 6:00 PM on a typical weekday and from 11:00 AM to 2:00 PM on a typical Saturday. Count data is needed for the following intersections:
 - Route 100 & W 5th Street (unsignalized)
 - Route 100 & Route KK (unsignalized)
 - Route 100 & Vossbrink Drive (unsignalized)

Lochmueller has count data on file for the remaining study area intersections not noted in the above list.

3. Perform field reconnaissance and collect information pertaining to existing conditions including traffic control, lane configurations, and driveway locations in the study area.
4. Measure the available sight distance along Route 100 in both directions from the existing field access intersection for the KJU development and for the future entrance to Oldenburg Industrial Park/Fire Training Center.
5. Based upon the limited number of homes, estimate the traffic volumes for Sophia Drive. This estimate would be factored into the traffic projections for the future intersection of High Street with Sophia Drive.
6. Obtain available information from KJU pertaining to the development plan including proposed land uses and floor areas as well as site-specific operational characteristics. Obtain available information from the City pertaining to the development plan

assumptions, including proposed land uses and floor areas, that are to be used for Oldenburg Industrial Park and the Fire Training Center site.

7. Calculate the estimated trip generation of the subject proposed developments using data published by the Institute of Transportation Engineers (ITE) or other source agreed upon by Lochmueller, City staff, and MoDOT staff. These calculations will include the morning and afternoon peak hours of a typical weekday and the Saturday midday peak hour.
8. Estimate a trip distribution for the site trips generated by the various developments based on existing land use and travel patterns.
9. Obtain from MoDOT historical count data for Route 100 or any of the intersections along Route 100. Calculate an estimated regional growth rate based on historical growth in recent years.
10. Obtain an estimated regional growth rate from East-West Gateway's 2045 Travel Demand Model. Compare the growth rate to the rate using MoDOT's historical count data and the estimated trip generation for the site-specific developments.
11. Summarize the proposed uses, existing traffic volumes, access, growth rates, trip generation forecasts and estimated directional distributions in a Technical Memorandum for distribution to the City and MoDOT for their review and comment. Ideally, we would receive concurrence on the assumptions before proceeding with the remainder of the analysis.
12. Calculate the diversion of traffic assuming High Street is extended south past Sophia Drive and ultimately intersects Route A opposite Chambers Drive based upon information provided by the City of Washington and the existing traffic counts.
13. The site-generated traffic would be assigned to the adjacent road system based on the approved assumptions presented in the Technical Memorandum. Year 2027 is assumed to represent buildout of the developments. These projections would be used to generate traffic forecasts for the Baseline (No Build) conditions (Year 2021/2022 and Year 2027); Forecasted Build conditions (Year 2027); and Horizon Year (+20 years) No Build and Build conditions that would reflect existing traffic, regional growth (growth rate to be agreed upon in scoping meeting), other known or planned future developments, and site-generated trips.
14. Using Synchro software, perform capacity analyses of the study intersections to identify existing and forecasted operating conditions during the morning and afternoon weekday peak hours and Saturday midday peak hour. Analyses will be performed using Synchro. The following scenarios will be evaluated:
 - a. Existing Conditions (2021/2022)
 - b. 2027 Baseline conditions (background traffic growth only)
 - c. 2027 Forecasted Conditions (background traffic growth + buildout of development; High Street extended to Route A)
 - d. 2047 Horizon Year Baseline Conditions
 - e. 2047 Horizon Year Forecasted Conditions

The relative difference between these scenarios would determine the development's traffic impacts. The analysis would also reflect the influence of

roadway improvements that may be considered, such as the extension of High Street.

15. Review MoDOT Access Management standards with regard to the proposed developments' access points. Recommend appropriate spacing of these two future entrances along Route 100 based on the potential developable lots.
16. Assess the Oldenburg Industrial Park's and KJU site's proposed driveways with regards to the need for traffic control modifications at each location. If deemed necessary, a signal warrant analysis, per MUTCD, would be conducted for up to three (3) intersections, anticipated to be KJU's full access drive onto Route 100 midway between High Street and Pottery Road, the Oldenburg Industrial Park's entrance on Route 100, and Route 100 with Route KK.
17. Determine the need for off-site improvements that are necessary to accommodate the Oldenburg Industrial Park, KJU development, and regional traffic and mitigate any impacts, including a potential need for four lanes along Route 100 from Vossbrink Drive to High Street, as denoted in the City's Comprehensive Plan.
18. Review the internal site circulation of the KJU development and offer commentary regarding the feasibility of proposed road network within the development (laneage and traffic control recommended).
19. Prepare a written report summarizing our findings and conclusions. A draft report would be provided to you for your review prior to finalization. When finalized, the report would be submitted electronically to MoDOT at your request.
20. Pending receipt of review comments, if any, from MoDOT and/or City staff, we will respond to *minor* comments with a technical memorandum. We will request written approval of the study from the review agencies for reference during the zoning process and to memorialize any requirements.

Task 2 – Concept Layout

21. Prepare a concept layout of recommended roadway improvements and intersection control along Route 100 (only), including any widening necessary to accommodate auxiliary turn lanes. The width, length and tapers associated with these improvements would be detailed on the layout. However, the layout would be preliminary in nature and for illustrative purposes only rather than construction.
22. Prepare a planning-level opinion of probable cost associated with the concept plan. **Task 3 – Meetings & Public Hearings**

23. Prepare for and attend up to four (4) in-person meetings with City staff.
24. Prepare presentations for and attend up to three (3) in-person public meetings. City staff to determine which groups or meetings are to be attended.

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ATTACHMENT "B"

INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

1. Permission to be on subject sites during the observation periods and for any subsequent field visit to verify.
2. Scalable concept plan for the developments that depicts the intended uses: residential, commercial, industrial park, etc.
3. Input with regards to the nature of the residential and commercial uses possible.

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ATTACHMENT "C"

SCHEDULE

Lochmueller will complete the study in a timeframe mutually agreed upon with the Client.

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ATTACHMENT "D"

COMPENSATION

1.0 AMOUNT OF PAYMENT

1.1 LOCHMUELLER shall receive compensation for such professional services under Attachment "A" of this Agreement on an hourly and expense rate basis based on the rates set forth in the attached rate schedule EXHIBIT "1", attached hereto and incorporated herein by reference. The total compensation to be paid to LOCHMUELLER shall not exceed \$60,500 without prior approval of CLIENT.

This fee would be subject to increase if any tasks in addition to those specifically set forth in Attachment "A" of this Agreement are requested, including but not limited to the analysis of additional time periods, issues, scenarios, or study locations.

2.0 EXCLUSIONS, EXTRA COSTS AND/OR SUPPLEMENTAL SERVICES

2.1 The payment amount in Section 1.1 does not include costs for meeting time with the City beyond that specified in scope items 1, 24, and 25; preparation of a traffic model using Vissim software; design services; construction administration or staking; parking analysis or the development and implementation of any signal timing plans; grant application writing or support.

If requested, these or other services would be provided as extras and would be billed on a time and materials basis using the rates set forth in Exhibit "1", attached hereto and incorporated herein by reference, unless they are addressed by a separate proposal. However, no additional services shall be performed without direction or authorization from the CLIENT.

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411 North 10th Street, Suite 220, St. Louis,
 Missouri 63101 820 S. Main Street, Suite
 207, St. Charles, Missouri 63301

2022 HOURLY RATE SCHEDULE
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

Classification	Hourly Rat
Senior Project Manager III	\$275
Senior Project Manager II	\$230
Senior Project Manager I.....	\$225
Senior Project Engineer I.....	\$215.
Project Liaison	\$190
Project Engineer IV	\$195.
Project Engineer III	\$170
Project Engineer II	\$140
Project Engineer I	\$130
Engineering Intern III	\$135
Engineering Intern II	\$120
Engineering Intern I.	\$115
Senior Transit/N EPA Specialist.....	\$205
Senior Landscape Architect	\$135
Planner IV	\$150
Planner III	\$135
Planner II	\$120
Planner I	
Engineering Designer IV	\$170
Engineering Designer III	\$140
Engineering Designer II	\$130
Engineering Designer I	\$115
Environmental Specialist IV.....	\$155
Environmental Specialist III	\$145
Environmental Specialist II	\$120
Environmental Specialist I	\$97
Environmental Technician II	
Environmental Technician I	\$92
Environmental Geologist.....	\$150
Historian/Section 106 Specialist III	\$150
Historian/Section 106 Specialist II	
Certified Construction Inspector II	\$122
Certified Construction Inspector I.....	\$100
Senior Appraiser.....	\$200
Right of Way Services Specialist.....	\$160
Realty Specialist.....	\$95
Senior Graphic Designer	\$130
Administrative Assistant	\$75
Student Intern	\$75
Field Technician	\$65

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of \$0.50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work. These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.



June 15, 2022

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

RE: MO-100 TRAFFIC STUDY
Professional Service Contract + Budget Amendment

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Find enclosed an ordinance that would allow the City to enter into a contract with Lochmueller Group, Inc. for engineering services for the subject project. This project includes completing a traffic study along the Highway 100 corridor from Vossbrink Drive to High Street.

The adjacent developer @ High Street, Big Elm, LLC was in the process of independently completing a traffic study. They made the City of aware of the study, and after reviewing their scope, staff decided to ask the City Council to complete a study for the entire corridor. The developer agreed to put the remaining balance of their contract, \$28,513.00, towards the overall scope.

Also included in the ordinance is a budget amendment for FY 2022 for the above referenced project.

The City would utilize this document to pursue various transportation grants through MoDOT and FHWA.

Approval is recommended.

Cost of the project:

DESIGN costs	\$60,500.00
DEVELOPER portion.....	\$28,513.00
<u>FINAL COST TO CITY.....</u>	<u>\$31,987.00</u>

7d

Budget Information:

A budget amendment of:	Expense:	\$70,000.00
	Revenue:	\$28,513.00

We increased the budget amendment to \$70,000.00 to include any public meetings requested by the staff / Council.

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 APPROVING A BOUNDARY
ADJUSTMENT FOR THE RE-SUBDIVISIONS OF LOTS 5A,
7 AND 8 HIGHLAND MEADOWS, PLAT 4 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

"Exhibit A"

