

**COUNCIL WORKSHOP MEETING  
MONDAY, AUGUST 1, 2022 – 6:00 p.m.  
COUNCIL CHAMBER  
405 JEFFERSON STREET  
WASHINGTON, MO**

**INTRODUCTORY ITEMS:**

Roll call/Pledge of Allegiance

**ACTION:**

**1. APPROVAL OF MINUTES:**

Approval of the June 6, 2022 Workshop minutes

Approve/Mayor

**2. PRESENTATIONS:**

**3. REPORT OF DEPARTMENT HEADS:**

A. Administration Department –

a. Discussion of bids for Freight Depot

b. Approval of increase in Design Contract for Cochran

Discussion

Approve/Mayor

B. Engineering Department –

a. Washington Special Road District

Discuss-Send to Council

**4. EXECUTIVE SESSION:**

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

ROLL CALL VOTE

**5. ADJOURNMENT:**

**MINUTES OF THE  
CITY OF WASHINGTON, MISSOURI  
COUNCIL WORKSHOP MEETING  
JUNE 6, 2022**

The Council Workshop Meeting was held on Monday, June 6, 2022 at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Hagedorn opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Doug Hagedorn	Present	
<b>Council Members:</b>	<b>Ward I</b>	Al Behr	Present
		Duane Reed	Absent
	<b>Ward II</b>	Mark Hidritch	Present
		Mark Wessels	Present
	<b>Ward III</b>	Chad Briggs	Present
		Jeff Patke	Absent
	<b>Ward IV</b>	Mike Coulter	Present
		Joe Holtmeier	Present
	<b>Also Present:</b>	City Attorney	Mark Piontek (6:56 p.m.)
		City Administrator	Darren Lamb
		City Clerk	Sherri Klekamp
		Human Resources Manager	Shauna Pfitzinger
	Library Director	Nelson Appell	
	Finance Director	Mary Sprung	
	Building Official	JC Lopez	
	Street Superintendent	Tony Bonastia	
	Public Works Director	John Nilges	
	Economic Development Director	Sal Maniaci	
	Parks Director	Wayne Dunker	
	Fire Chief	Tim Frankenberg	
	Police Chief	Ed Menefee	

**Approval of Minutes**

A motion to approve the minutes from the May 2, 2022 Workshop meeting as presented made by Behr, seconded by Holtmeier, passed without dissent.

**Presentations**

**A. 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:*

June 6, 2022

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

Amy Diblasi from The Daniel and Henry Company discussed the renewal of the City's Property/Casualty Insurance. After discussion, a motion to forward to Council made by Wessels, seconded by Hidritch, passed without dissent.

**B. Gateway Fiber**

John Meyer and Chris Surdo from Gateway Fiber gave a short presentation to Council regarding the possibility of expanding into the City to provide fiber internet service to residents.

**Report of Department Heads**

**A. Engineering Department -**

**a. Code Amendment – Maple Valley Court**

June 8, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Amend Ordinance for No Parking at Any Time

Maple Valley Court

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Please find enclosed an ordinance proposing to amend a portion of the Traffic Code, specifically Schedule IV, No Parking at Any Time. When the PD-R was approved Maple Valley Court was to be no parking on the south side of the street and in the hammerhead turnaround.

Cost of the project:

This project will cost \$250.00.

June 6, 2022

*Budget Information:*

*This project is budgeted within the 2022 Street Department operating budget.*

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

*Respectfully,*

*John Nilges, PE*

*Public Works Director*

After Public Works Director John Nilges discussed the code amendment, a motion to forward to Council made by Behr, seconded by Briggs, passed without dissent.

**b. 2022 Overlay Project Bids**

*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 28<sup>th</sup>.*

*Bid information:*

*The bids received are as follows:*

<i>K.J. Unnerstall Construction:</i>	<i>\$1,078,071.00</i>
<i>Lamke Trenching &amp; Excavating, LLC:</i>	<i>\$1,005,400.00</i>
<i>NB West Contracting:</i>	<i>\$1,116,501.00</i>
<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*

June 6, 2022

*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*

Public Works Director John Nilges discussed the 2022 Overlay Project bids. An ordinance and contract will be presented at the next Council Meeting.

**c. Franklin County Transportation Grant – 2022 Overlay Project**

*June 8, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*RE: Franklin County Transportation Grant*

*2022 Overlay Project*

*Honorable Mayor and City Council,*

*The following is pertinent information to the subject request.*

*Description:*

*This resolution will provide City Council support and allow staff to pursue funding to offset the cost of the 2022 Overlay Project. This money is available through a grant program that sets aside a percentage of sales tax generated in Franklin County. It is a competitive process with all the other municipalities and road districts in the County.*

*Cost of the project:*

*Applying for this project will not cost the City any money. The City is applying for \$100,000.00 in funding to be utilized for the 2022 Overlay Project.*

*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*

After Public Works Director John Nilges discussed the resolution, a motion to forward to Council made by Holtmeier, seconded by Behr, passed without dissent.

\*Public Works Director John Nilges briefly discussed the Airport Hangar Lease Ordinance, which was added as a Blotter Item on tonight's City Council Agenda.

\*Public Works Director John Nilges introduced JC Lopez as the City's new Building Official.

June 6, 2022

**B. Parks Department -**

**a. Lighting Controls for Lakeview Athletic Field**

*June 6, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*RE: Bid Recommendation – Lakeview Baseball & Soccer Lighting Controls*

*Honorable Mayor and City Council,*

*As you may be aware, before making a determination that a particular piece of equipment is needed, staff will annually review the equipment and discuss why it is needed. As such, staff identified the need to install computerized lighting controls on the athletic fields (soccer & baseball) at Lakeview Park to assist with field rental lighting requests, lighting billing purposes and to help reduce electric usage. This project was approved in the 2021-2022 Parks and Recreation capital budget. Staff researched interlocal contracts for cooperative purchases and found Sourcewell's cooperative purchasing program would give the City the best pricing.*

*Accordingly, the Parks and Recreation staff recommend that Council consider Musco Lighting's bid in the amount of \$11,950.00 for the purchase of computerized lighting controls and an additional \$2,400 for Time Delay Kits (3 poles) totaling \$14,350.00 for Lakeview baseball and soccer fields, which is under the budgeted amount of \$21,800.00.*

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

*Respectfully,*

*Wayne Dunker MA, CPRP*

*Director of Parks & Recreation*

After Parks Director Wayne Dunker discussed the purchase, discussion ensued. A motion to forward to Council made by Holtmeier, seconded by Wessels and passed on the following 4 to 3 roll call vote; Behr-aye, Briggs-nay, Coulter-aye, Hidritch-nay, Holtmeier-aye, Reed-nay, Wessels-aye, Patke-absent.

**b. Lions Lake Pavilions Rock Columns**

*June 6, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*RE: Bid Recommendation – man made rock columns for pavilions*

*Honorable Mayor and City Council,*

*In May 2021, staff put out to bid the replacement of three (3) pavilions at Lions Lake and new electrical services and natural rock columns for the new pavilions. The winning bid received was over budget by \$41,567.00. At that time, Council instructed me to accept the bids for the pavilions and the electrical services but not the natural rock columns. Council then instructed me to find other options to beautify and protect the pavilion posts. Below is an update I provided Council on June 7, 2021:*

June 6, 2022

*I want to provide an update regarding the Lion's Lake Pavilion project status. Per Council's request, I am exploring alternatives to natural rock columns for the pavilions. I found a local contractor that could install stamped concrete around the pavilion columns but could not provide column caps and could not guarantee the concrete would not crack. The estimate for 22 concrete columns is approximately \$18,000, not including caps. The columns caps would be approximately \$10,000 from a different contractor. Total for concrete columns and caps is approximately \$28,000. As you may recall, the price for natural stone and caps is \$33,770. I am currently looking into a man-made stone option but have not received an estimate at this time.*

*Since June 2021, I budgeted for man-made rock columns (\$28,500) in the Parks & Recreation capital budget for 2021-2022. The money was earmarked that it could not be used unless the City received a donation for the columns. In October 2021, the Washington Lions Club sent the attached donation letter to my attention. The Lions are contributing up to \$30,000 for the man-made rock columns. Recently the project was put out to bid and we received one bid in the amount of \$27,810.00 from Patke Restoration LLC. The bid is under what was budgeted and the Washington Lions Club donation will fund the project.*

*Accordingly, the Parks and Recreation Commission and staff recommend that Council consider Patke Restoration's bid for man made rock columns in the amount of \$27,810.00.*

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

*Respectfully,*

*Wayne Dunker, CPRP*

*Director of Parks & Recreation*

After Parks Director Wayne Dunker discussed the rock columns, a motion to forward to Council made by Holtmeier, seconded by Hidritch, passed without dissent.

**Miscellaneous:**

\*City Administrator Darren Lamb recognized Washington Lions Club Members Amy Muench-Lick and Ron Williams. The Lions Club donated money to the City of Washington in the amount of \$30,000 for the man-made rock columns at the Lions Lake Pavilions.

\*Economic Development Director Sal Maniaci updated Council on the Highway 100 Improvements Project at the new Oldenberg Industrial Park.

**Adjournment**

With no further business to discuss, a motion to adjourn made at 6:59 p.m. by Holtmeier, seconded by Behr, passed without dissent.

June 6, 2022





July 28, 2022

Honorable Mayor and City Council  
Washington, MO

Re: Freight Depot on Front Street

Dear Mayor and Council,

On July 21<sup>st</sup>, bids were opened for the renovations to the Freight Depot on Front Street. Once it was determined to move forward with shoring up the western wall the job estimate was approximately \$350,000. The bids exceeded that number. We received three bids with the lowest responsive bid coming from Franklin County Construction with a base bid of \$496,500. Alternates included removal of the existing deck - \$5,400 and a new deck at \$7,504. See summary below.

Contractor	Base Bid	Alt 1	Alt 2
Franklin County Construction	\$496,500	\$7,504	\$5,400
Aspire Construction	\$507,540	\$13,800	\$5,100
SK Contractors	\$579,992	\$14,000	\$6,500

Funding options could include a combination of \$350,000 from the Capital Improvement Sales Tax fund and the remaining balance of \$159,404 from ARPA funds.

The proposed lease for the building would generate \$3,000 monthly for a total of \$180,000 over a five-year term. Staff is recommending moving forward with the project subject to the lease. It is important to note that maintenance has been deferred on this building for quite some time with the exception of a new roof in 2018 (\$23,250) and exterior painting in 2020 (\$26,700). Both the lease and awarding of the construction bid could be on the agenda for the August 15<sup>th</sup> City Council meeting.

Should we choose not to move forward with the project and lease, the only foreseeable use of the building would be for storage.

In addition, after discussion with Cochran on the increase in design contract due to the structural deficiencies along the west wall, they have modified their request from a \$9,500 to \$9,000 increase.

Sincerely,

Darren Lamb, AICP  
City Administrator

3Aa





**CONTRACT AMENDMENT**

**Amendment No.:** 1

**Date:** June 16, 2022

**Project No.:** 22-9045

**Name of Project:** Washington Freight Depot Renovations

**Client:** City of Washington

**The following revisions are hereby made to the Contract:**

- I. The building will not be safe for the proposed use without a significant Structural modification. This is based on not observing a clear system to resist wind loading on the overall building as well as other deficiencies. Therefore, we will include the following:
  - a. The building will be designed to resist the wind and seismic forces for the current building code, which will include some additional concrete foundations, along with wall bracing.
  - b. Steel plate connector at the existing wood knee braces, in order to avoid the need for an interior shear wall.
  - c. Deficiencies in the crawl space will be corrected, along with the concrete foundation modifications.
  - d. Hold down anchors as required at shear wall locations.
  - e. The bowed exterior wall on the west end will be stabilized with a new shear wall.

**The Contract Price due to this Contract Amendment will be increased by: \$ 9,000.00**  
(increased / decreased)

**Approved by:**  6/16/2022  
Cochran Date

**Accepted by:** \_\_\_\_\_  
Client Date

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON SPECIAL ROAD DISTRICT 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 Cooperative Agreement for Road Improvement for a Section of South Point Road by and between the City of Washington, Missouri and Washington Special Road District, a copy of which is marked Exhibit I 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: This ordinance shall amend the 2022 Budget as follows:

**Transportation Sales Tax Fund 261** – Increase of \$275,000 for South Point Road Project - (261-18-000-541101 Street Improvements)

**Water Fund 400** – Increase \$180,000 (400-35-000-541110 Water System Improvements)

**Capital Improvement Sales Tax 260** – Increase \$90,000 (260-35-000-541110 Water System Improvements)

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: 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 I**

**COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD**

THIS COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD (“AGREEMENT”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between the City of Washington, Missouri, a Missouri municipal corporation (“City”), and Washington Special Road District (“District”). Each of the City and the District is a “Party” and collectively, they are the “Parties.”

**W I T N E S S E T H:**

WHEREAS, the City is a third-class city and municipal corporation of the State of Missouri; and

WHEREAS, the District is a special road district located in the County of Franklin, Missouri, a first-class non-charter county, (the “County”) which includes all of the territory included in the City limits as well as additional territory located outside of the City and within the County; and

WHEREAS, the District shall have sole, exclusive and entire control and jurisdiction over all public highways within the District outside the corporate limits of any city or village therein, other than those controlled by the highways and transportation commission, to construct, improve and repair such highways, and shall remove all obstructions from such highways, and for the discharge of these duties shall have all the power, rights and authority conferred by general statutes upon road overseers, and shall at all times keep the public roads under its charge in as good repair as the means at its command will permit, and for this purpose may employ competent people at such compensation as they shall agree upon, and may rent, lease or buy road equipment, implements, tools and machinery, all kinds of motor power, and all things needful to carry on such road work, or the District may have such road work or any part of such work done by contract, under such regulations as the District may prescribe, pursuant to Mo. Rev. Stat. §233.070.1-2, as amended; and

WHEREAS, Article VI Section 16 of the Missouri Constitution authorizes any municipality or political subdivision of the State of Missouri to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

WHEREAS, Section 70.220 RSMo. authorizes any municipality or political subdivision of the State of Missouri to contract and cooperate with any other municipality or political subdivision, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, a portion of South Point Road south of Missouri Route 100 is in the City limits of the City and a portion is in the District boundaries; and

WHEREAS, the City has annexed the lots and parcels of land located in Stone Crest Subdivision (the "Subdivision") which has an entrance to the Subdivision from South Point Road; and

WHEREAS, the City is responsible for the maintenance of the roads located within the Subdivision as well as the portions of South Point Road located in the City Limits including, but not limited to, constructing, improving, and repairing the streets located therein and removing snow accumulations; and

WHEREAS, the City needs to construct and improve the portions of South Point Road located in the City Limits as well as construct water line improvements, and the District needs to construct and improve the portions of South Point Road located in the District (collectively the "Project"); and

WHEREAS, the Project consists of making pavement improvements to South Point Road, adding width to South Point Road up to thirty (30) feet wide from the back of curb to the back of curb, add curb and gutter to the west side of South Point Road to connect with existing curb and gutter, add curb and gutter to the east side of South Point Road to connect with existing curb and gutter, install a water line from the north end of the City Limits to MPC Drive, install concrete driveway approaches to the west side of South Point Road to match curb and gutter, install concrete driveway approaches to the east side of South Point Road to match curb and gutter, and install or improve storm sewer structures and piping; and

WHEREAS, the City and the District desire to cooperate with each other in the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, it is hereby agreed as follows:

(1) **CONSTRUCTION OF THE PROJECT.** The District will acquire all easements and right of way necessary to construct the Project. The District will complete design plans for the Project with input from the City. The completed design plans will be submitted to the City for approval. After approval of the design plans the District will seek bids for the Project. Bids will be reviewed by both parties and the parties shall jointly select a contractor to construct the Project. The City will provide construction inspection of the water line portion of the Project. Upon completion of construction of the Project the City and the District will review and approve the Project. Upon approval of the City and the District each party will pay its share of the cost as set forth herein.

(2) **DISTRICT COST SHARE.** The District shall pay the following:

- a. Half of the cost of design plans and construction documents;
- b. Half of the cost of items 1-6, 8-21, 23, and 26-39 inclusive as shown on Exhibit A attached hereto and incorporated herein by reference; and
- c. All of the cost of items 7, 24 and 25 shown on Exhibit A attached hereto and incorporated herein by reference.

(3) **CITY COST SHARE.** The City shall pay the following:

- a. Half of the cost of design plans and construction documents;
- b. Half of the cost of items 1-6, 8-21, 23, 26-39 as shown on Exhibit A attached hereto and incorporated herein by reference; and
- c. All of the cost of items 22, and 40-43 inclusive as shown on Exhibit A attached hereto and incorporated herein by reference.

City acknowledges the Road is in excellent condition as of the date of this Agreement and accepts the Road in its current “as is,” “where is” and “with all faults condition.”

(4) **CONSTRUCTION CONTRACTS.** The District shall enter into a contract for the construction work described on Exhibit A. Upon receipt of a payment request from the contractor the District shall forward a copy to the City and the City shall pay the applicable percentage of the payment request as set forth in Section 3 above within ten (10) days.

(5) **INSURANCE/INDEMNIFICATION.** The City shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Agreement. The City shall bear the cost of its own defense and shall indemnify and hold the District harmless to the fullest extent permitted by law from any and all claims or causes of action that arise after the date of this Agreement as to the Project. Likewise, the District shall indemnify and hold the City harmless to the fullest extent permitted by law from any and all claims or causes of action that arise before the date of this Agreement as to the Project. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

(6) **WAIVER OF CLAIMS.** Each Party agrees and hereby releases and waives all claims against all other parties with respect to any loss, damage, personal injury, or death sustained by that Party, its employees, or third parties as a result of its participation in the activities covered by this Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by a Party participating in this Agreement. Each Party to this Agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney’s fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Party, its employees and agents. Nothing in this Agreement shall limit either Party hereto from entering into mutual aid agreements with other jurisdictions.

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

To City:           City of Washington, Missouri  
                      400 Jefferson Street  
                      Washington, Missouri 63090  
                      Attn: City Administrator



With a copy to: Mark C. Piontek  
Sandberg Phoenix & von Gontard, PC  
1200 Jefferson Street  
Washington, Missouri 63090

To District: Washington Special Road District  
1001 Clay Street  
Washington, Missouri 63090  
Attn: Chairman

with a copy to: Kurt A. Voss  
Zick, Voss, Politte & Richardson PC  
438 W. Front Street  
Washington, Missouri 63090

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

(8) **DEFAULT.** If either Party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the other Party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting Party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting Party under applicable law, including, but not limited to, the right to enjoin any violation of the terms of this Agreement and the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated based upon such default of the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

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

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

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

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

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

(14) **AUTHORITY.** The undersigned City and District hereby represent, covenant and warrant that all actions necessary will have been obtained and that they will have been authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects.

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

(16) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall become a binding and enforceable Agreement among the Parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto.

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

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

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

(20) **DRAFTER OF AGREEMENT.** This Agreement is the result of the work of both Parties and both Parties shall be considered as drafters so the Court should not construe this Agreement against either Party as drafter.

*[Signatures to follow.]*

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

“CITY”

City of Washington, Missouri

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

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

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

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

“DISTRICT”

Washington Special Road District

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

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

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

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

## EXHIBIT A

WSRD - SOUTH POINT ROAD							
ITEM DESCRIPTION	QUAN.	UNITS	UNIT COST	TOTAL COST KJU	UNIT COST	TOTAL COST N B WEST	
1 MOBILIZATION	1	LUMP SUM	\$ 59,350.00	\$ 59,350.00	\$ 80,350.00	\$ 80,350.00	
2 TRAFFIC CONTROL	1	LUMP SUM	\$ 30,000.00	\$ 30,000.00	\$ 65,000.00	\$ 65,000.00	
3 DEMOLITION OF PAVEMENT, DRIVEWAYS, STORM SEWERS, BUSHES	1	LUMP SUM	\$ 49,120.00	\$ 49,120.00	\$ 49,120.00	\$ 49,120.00	
4 CLEARING, GRUBBING & SOD STRIPPING	1.4	ACRE	\$ 3,200.00	\$ 4,480.00	\$ 3,200.00	\$ 4,480.00	
5 IMPORT MATERIAL AND COMPACT	1000	CUBIC YARD	\$ 16.00	\$ 16,000.00	\$ 16.00	\$ 16,000.00	
6 SAW CUTTING	4300	LINEAR FOOT	\$ 3.00	\$ 12,900.00	\$ 3.00	\$ 12,900.00	
7 PAVEMENT MILLING	2,500	SQUARE YARD	\$ 6.00	\$ 15,000.00	\$ 6.00	\$ 15,000.00	
8 EROSION MAT TENSAR S75	2370	SQUARE YARD	\$ 3.00	\$ 7,110.00	\$ 3.00	\$ 7,110.00	
9 FLARED END SECTION	4	EACH	\$ 1,965.00	\$ 7,860.00	\$ 1,965.00	\$ 7,860.00	
10 AREA INLET	4	EACH	\$ 3,134.00	\$ 12,536.00	\$ 3,134.00	\$ 12,536.00	
11 JUNCTION BOX	2	EACH	\$ 2,884.00	\$ 5,768.00	\$ 2,884.00	\$ 5,768.00	
12 SINGLE CURB INLET	3	EACH	\$ 3,034.00	\$ 9,102.00	\$ 3,034.00	\$ 9,102.00	
13 DOUBLE AREA INLET	2	EACH	\$ 5,128.00	\$ 10,256.00	\$ 5,128.00	\$ 10,256.00	
14 DOUBLE CURB INLET	2	EACH	\$ 5,128.00	\$ 10,256.00	\$ 5,128.00	\$ 10,256.00	
15 15" STORM SEWER HOPE	500	LINEAR FOOT	\$ 48.00	\$ 24,000.00	\$ 48.00	\$ 24,000.00	
16 15" STORM SEWER RCP	135	LINEAR FOOT	\$ 80.00	\$ 10,800.00	\$ 80.00	\$ 10,800.00	
17 18" STORM SEWER HOPE	18	LINEAR FOOT	\$ 67.00	\$ 1,206.00	\$ 67.00	\$ 1,206.00	
18 18" STORM SEWER RCP	32	LINEAR FOOT	\$ 90.00	\$ 2,880.00	\$ 90.00	\$ 2,880.00	
19 ROCK ENBANKMENT	40	TON	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00	
20 6" CURB AND GUTTER	3886	LINEAR FOOT	\$ 25.00	\$ 97,150.00	\$ 25.00	\$ 97,150.00	
21 CONCRETE INFILL 4" (CURB)	255	SQUARE YARD	\$ 60.00	\$ 15,300.00	\$ 60.00	\$ 15,300.00	
22 CONCRETE INFILL 6" (WATERLINE)	580	SQUARE YARD	\$ 50.00	\$ 29,000.00	\$ 50.00	\$ 29,000.00	
23 TYPE 5 ROCK BASE(CURB/INFILL)	280	TON	\$ 18.00	\$ 5,040.00	\$ 18.00	\$ 5,040.00	
24 ASPHALT SURFACE BP-2	421	TON	\$ 132.00	\$ 55,572.00	\$ 132.00	\$ 55,572.00	
25 PAVEMENT MARKING	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	
26 CONCRETE DRIVEWAYS ROCK BASE	105	TON	\$ 20.00	\$ 2,100.00	\$ 20.00	\$ 2,100.00	
27 CONCRETE PAVEMENT (High Early)	3540	SQUARE FOOT	\$ 12.00	\$ 42,480.00	\$ 12.00	\$ 42,480.00	
28 6" BEAM CURB WITH STEEL (HELLMANN)	75	LINEAR FOOT	\$ 150.00	\$ 11,250.00	\$ 150.00	\$ 11,250.00	
29 CONCRETE PARKING (HELLMANN High Early)	750	SQUARE FOOT	\$ 15.00	\$ 11,250.00	\$ 15.00	\$ 11,250.00	
30 CONCRETE PAVEMENT EXPOSED AGGREGATE (VERDINE High Early)	100	SQUARE FOOT	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00	
31 FINISH GRADING	1.4	ACRE	\$ 6,750.00	\$ 9,450.00	\$ 6,750.00	\$ 9,450.00	
32 PERMANENT SEEDING	0.81	ACRE	\$ 5,000.00	\$ 4,050.00	\$ 5,000.00	\$ 4,050.00	
33 RIP-RAP	340	SQUARE FOOT	\$ 15.00	\$ 5,100.00	\$ 15.00	\$ 5,100.00	
34 INLET PROTECTION	11	LINEAR FOOT	\$ 100.00	\$ 1,100.00	\$ 100.00	\$ 1,100.00	

35	SILT FENCE	1435	LINEAR FOOT	\$ 4.00	\$ 5,740.00	\$ 4.00	\$ 5,740.00
36	FENCING (BARBED HELLMANN)	133	LINEAR FOOT	\$ 25.00	\$ 3,325.00	\$ 25.00	\$ 3,325.00
37	FENCING (WHITE VINYL HELLMANN)	55	LINEAR FOOT	\$ 62.00	\$ 3,410.00	\$ 62.00	\$ 3,410.00
38	RETAINING WALL	100	SQAURE FOOT	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00
39	MAILBOX CONSTRUCTION & RELOCATION	12	LUMP SUM	\$ 250.00	\$ 3,000.00	\$ 250.00	\$ 3,000.00
40	12" DR 11 IPS POLY PIPE WATERLINE	2015	LINEAR FOOT	\$ 99.00	\$ 199,485.00	\$ 99.00	\$ 199,485.00
41	WELDED TEE, VALVE, AND FIRE HYDRANT	2	EACH	\$ 7,800.00	\$ 15,600.00	\$ 7,800.00	\$ 15,600.00
42	WELDED MAINLINE GATE VALVE	4	EACH	\$ 6,000.00	\$ 24,000.00	\$ 6,000.00	\$ 24,000.00
43	CONNECTION TO EXISTING WATERMAIN	2	EACH	\$ 3,200.00	\$ 6,400.00	\$ 3,200.00	\$ 6,400.00
<b>BID TOTAL</b>					<b>\$ 658,426.00</b>		<b>\$ 912,426.00</b>
<b>ADDITIONAL INCREASE IN MATERAIL QUANTITIES</b>							
44	TRENCH ROCK EXCAVATION	1	CUBIC YARD	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00
45	UNSUITABLE SOIL REPLACEMENT 4" MINUS	17	TON	\$ 50.00	\$ 850.00	\$ 50.00	\$ 850.00
46	UNSUITABLE SOIL REPLACEMENT 2" CLEAN	17	TON	\$ 60.00	\$ 1,020.00	\$ 60.00	\$ 1,020.00
47	UNSUITABEL SOIL REPLACEMENT 3-5" CLEAN	17	TON	\$ 60.00	\$ 1,020.00	\$ 60.00	\$ 1,020.00
48	12" DR 13.5 IPS POLY PIPE WATERLINE	2015	LINEAR FOOT	\$ 95.00	\$ 191,425.00	\$ 95.00	\$ 191,425.00
49	12" DR 11 IPS POLY PIPE 45 DEGREE BEND	1	EACH	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
50	DEMOLITION OF CONCRETE DRIVEWAY	100	SQUARE FOOT	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00
51	DEMO AND REMOVAL OF PAVEMENT AND DIRT	750	CUBIC YARDS	\$ 40.00	\$ 30,000.00	\$ 52.00	\$ 39,000.00
52	DEMO OF SOLID ROCK	750	CUBIC YARDS	\$ 60.00	\$ 45,000.00	\$ 50.00	\$ 37,500.00
53	ROCK BASE FOR FULL TEAR OUT	260	TONS	\$ 20.00	\$ 5,200.00	\$ 20.00	\$ 5,200.00
54	5" BASE ASPHALT FOR FULL TEAR OUT	340	TONS	\$ 140.00	\$ 47,600.00	\$ 127.00	\$ 43,180.00
55	NEW 4" BLACK ALUMINUM FENCE	72	LINEAR FEET	\$ 50.00	\$ 3,600.00	\$ 50.00	\$ 3,600.00
ALL PRICES ARE SHALL BE CONSIDERED INSTALLED UNLESS OTHERWISE NOTED							



July 27, 2022

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

RE: Southpoint Road Project  
Cost Share Agreement with Washington Special Road District (WSRD)

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 an agreement with WSRD for improvement along Southpoint Road from the northern intersection of Stonecrest to City limits. The entire roadway will be asphalt overlaid with curb and gutter added to both sides and a 12" waterline on the west side. The City will pay for all improvements, except asphalt, on the west side and the waterline. The WSRD will pay for work on the east side and the asphalt.

The waterline connection will provide a second waterline feed into Stonecrest and Fairfield, which currently does not exist. It will also provide better water circulation throughout the system.

The agreement has the line item cost broken down from the WSRD's low bidder, KJU. Pay applications will be submitted to WSRD and the City will have 10 days to pay their share once the pay application is agreed upon and the work is accepted.

This will require a budget amendment.

Approval is recommended.

**Cost of the project:**

City Portion (includes waterline) .....	\$526,169.50
WSRD Portion.....	\$332,256.50
<u>FINAL COST TO CITY.....</u>	<u>\$858,426.00</u>



**Budget Information:**

A budget amendment of:

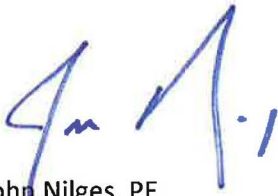
**Transportation Sales Tax Fund 261** – Increase of \$275,000 for South Point Road Project

**Water Fund 400** – Increase \$180,000

**Capital Improvement Sales Tax 260** – Increase \$90,000

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