

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
TUESDAY, SEPTEMBER 6, 2022 - 7:00 P.M.  
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<b><u>1. INTRODUCTORY ITEMS:</u></b>	<b><u>SUGGESTED COUNCIL ACTION</u></b>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the August 15 & 22, 2022 Council Meetings	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>		
a. Change Order #3 & Final Payment Request – 2021 Fourth Street & Fair Street Overlay Project	Need Motion/Mayor	Memo
b. Final Payment Request – Sanitary Sewer Slip Lining		
<b><u>2. PRIORITY ITEMS:</u></b>		
<b><u>Mayor’s Presentations, Appointments &amp; Reappointments</u></b>		
a. Board of Adjustment Appointment	Approve/Mayor	Memo
b. Washington Area Highway Transportation Committee Appointment	Approve/Mayor	Memo
<b><u>3. PUBLIC HEARINGS:</u></b>		
<b><u>4. CITIZENS COMMENTS:</u></b>		
<b><u>5. UNFINISHED BUSINESS:</u></b>		
<b><u>6. REPORT OF DEPARTMENT HEADS:</u></b>		
<b><u>7. ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance authorizing and directing the City of Washington, Missouri to accept the proposal from George L. Crawford and Associates D/B/A CBB for Professional Services associated with the Highway 100 and Rabbit Trail Analysis and CMAQ Application and amend the 2022 Budget.	Read & Int/Read/Vote/Mayor	Memo
<b><u>8. COMMISSION, COMMITTEE AND BOARD REPORTS:</u></b>		
<b><u>9. MAYOR’S REPORT:</u></b>		
<b><u>10. CITY ADMINISTRATOR’S REPORT:</u></b>		
<b><u>11. COUNCIL COMMENTS:</u></b>		

**12. CITY ATTORNEY'S REPORT:**

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

Roll Call Vote

**13. INFORMATION:**

- a. Single Stream Recycling Acceptable Items
- b. 46<sup>th</sup> Annual Bicycle Safety Rodeo – September 10, 2022
- c. E-Cycle Collection Event – October 8, 2022

**14. ADJOURNMENT:**

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION  
PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.  
POSTED BY SHERRI KLEKAMP, CITY CLERK, AUGUST 31, 2022  
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov)

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, AUGUST 15, 2022**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, August 15, 2022, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

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

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Emergency Management Director	Mark Skornia

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 August 1, 2022 Council Meeting

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

**Approval and Adjustment of Agenda including Consent Agenda:**

- \* Collector's/Treasurer's Report Summary – May 2022
- \* Monthly Investment Report – May 2022
- \* Blotter Item – 1c; Liquor License Renewal: K C Seisl Council NO. 1121
- \* Blotter Item – 7f; Special Sale Contract Ordinance

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

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Re-Appointments:**

\* Police Department Reappointment

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

**PUBLIC HEARINGS**

\* Voluntary Annexation – Bieker Road

*August 9, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, Missouri*

*Re: File No. 22-0801-Voluntary Annexation-Bieker Road*

*Dear Mayor and Council Members:*

*At the regular meeting of the Planning and Zoning Commission, held on August 8, 2022 the Commission reviewed and approved the above request with a unanimous vote.*

*Sincerely,*

*Thomas R. Holdmeier*

*Planning & Zoning*

*Chairman*

**Maniaci:** Good Evening. You'll have to bear with me tonight, with this new TV the laser doesn't show up really on the screen all too well. We just ordered a new one today, but I'll try and describe what I'm talking about the best that I can.

Your only Public Hearing tonight is a request for a voluntary annexation commonly known as the Hoelscher Farm or a portion of the Koch Farm. They're just north of Bieker Road in between Bieker and Rabbit Trail. You can see on the north side of that where the blue lines are, that's an older ariel, you can see where the homes have been built in the last few years.

We had just approved a couple of months ago and grading has begun for the Koch Farm directly to the west of this that is currently being graded for single-family residential. The same developer is in an agreement with the City and the property owner for this to be annexed as well. You can see here it's not the entire parcel. This goes to the creek, that topography on the lower end that is significantly lower. They would need either a culvert or a small bridge to get to that so realistically that portion will be developed with the Kleekamp Farm to the east so they are asking to just annex this portion today as R1-D Single-Family Residential.

So John you can go to...

**Nilges:** Yeah.

**Maniaci:** Next slide, I don't know if it's plugged in or not. There you go. This is just a newer area. You can see the general area of where we're at. Again, that's the whole parcel. They're only annexing around the creek down to Bieker Road. It is technically two parcels, you can see where that section line was along Bieker but in total, it's about 14 acres. It will connect to the development to the east so it will be cohesive with that.

On the next slide, you'll see the proposed zoning. That hatched area is the R1-D Single-Family Residential and they're requesting to bring it in to match that. It meets our



Comprehensive Plan and meets staffs requirements, code requirements and staff recommends approval of this. Last week Planning and Zoning reviewed this and recommended unanimously to accept the annexation and the requested zoning of R1-D Single-Family.

**Wessels:** With that zoning Sal, how many units will....

**Maniaci:** Well, you get 7,500 square foot lots but realistically with the street going down the middle and having stormwater there, you're probably looking at about 25 to 30.

**Nilges:** I think there's 34 just to the west.

**Maniaci:** 36.

**Nilges:** 36 okay, so you take that acreage and put it over there, I think 25 to 30 is pretty reasonable.

**Holtmeier:** Are we putting in the street still?

**Maniaci:** We are, we entered into an agreement with Wunderlich, correct designing this?

**Nilges:** Yes, sir.

**Maniaci:** And is under design now to put Bieker all of the way to Rabbit Trail. That's actually part of the development agreement. The annexation is signed by the owner and the developer. Our development agreement is what required that. Once we get that signed, you can come in and annex. We were hoping to get the plat done at the same time but Wunderlich wasn't done yet which is fine. They said next month ideally they'll get a plat in. At the next P&Z, we will actually see what the lot layout will look like.

**Nilges:** If you remember that's a 40 foot roadway just like Rabbit Trail is. It'll have a sidewalk on the west side of the opposite side of this and then there will be a small culvert. Looked at a preliminary sub plan on Friday, it does like they will be bringing utilities down that road where the crossing is so they are going to want to move pretty quick on getting this road done just so they all kind of merry up together and it kind of all happens at the same time. It's all positive stuff.

**Patke:** The existing development was all going to be to the west of the to be built road, this is all to the east of, correct?

**Maniaci:** Yes but it will connect. On the north side of the existing development, where John's pointing, we originally had a hammerhead there in the plat. They did that on purpose knowing that hopefully this would get done. Now it is, they'll take out that hammerhead and actually connect that road to Rabbit Trail.

**Nilges:** There road is right here where that pointer is kind of at, pretty close to there. Rabbit Trail coming in at 275 foot away which is about minimum where you want your intersections. There road will then meander through the development and then wrap back around, oops sorry it's pausing on me. It will wrap back around over to Rabbit Trail so it will kind of loop. That won't be the primary way people will go though. These lots in this western development actually back to the roadway. You won't have driveways off of that roadway which is one of our big things. That was a huge deal when we put those roads in.

**Behr:** That was in that plat that they provided.

**Nilges:** *Inaudible*...driveways to actually make it a through street to get people from point A to point B.

**Maniaci:** Like we said, tonight's just the annexation but we do anticipate that plat being ready next month.

**Hagedorn:** Any further discussion, questions? Take make a motion.

**Lamb:** Open it up to the public for comments.

**Hagedorn:** Public comments, okay, no one else.

With no further discussion, a motion to accept this item into the minutes made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

**Bill No. 22-12641, Ordinance No. 22-13601, an ordinance annexing 14 acres of property located along Bieker Road in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

Remove second to last paragraph regarding written objection on first page and remove R-3 Multi-Family Residential and replace with R1-D Single Family Residential under Section 2 of second page, and modify ordinance. With no further discussion, the ordinance was read a second time and approved on the following vote; Behr-aye, Briggs-aye, Reed-aye, Patke-aye, Holtmeier-aye, Wessels-aye, Hidritch-aye, Coulter-aye.

**CITIZENS COMMENTS**

\* None

**UNFINISHED BUSINESS**

\* None

**REPORT OF DEPARTMENT HEADS**

\* None

**ORDINANCES/RESOLUTIONS**

**Bill No. 22-12642, Ordinance No. 22-13602, an ordinance authorizing and directing the execution of a Contractor Agreement by and between the City of Washington, Missouri and Franklin County Construction for the Washington Freight Depot Renovations Project and amend the 2021/2022 Budget.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 22-12643, Ordinance No. 22-13603, an ordinance authorizing and directing the execution of a Lease Agreement by and between the City of Washington, Missouri and The Axe Depot, LLC.**

The ordinance was introduced by Councilmember Holtmeier.

Section 3.1 sum should read \$36,000.00 per annum on third page and modify ordinance. After discussion, a motion to switch Item 7a – Lease Agreement and 7b – Contractor Agreement made by Councilmember Reed, seconded by Councilmember Hidritch, passed without dissent.

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

**Bill No. 22-12644, Ordinance No. 22-13604, an ordinance authorizing and directing the execution of a Sales Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 22-12645, Ordinance No. 22-13605, an ordinance authorizing and directing the execution of an Agreement to Sell and Purchase Real Estate by and between the City of Washington, Missouri and ELS Washington, LLC.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 22-12646, Ordinance No. 22-13606, an ordinance approving a boundary adjustment for Quail Run Subdivision Plat 8 in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Hidritch.

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

**Bill No. 22-12647, Ordinance No. 22-13607, an ordinance authorizing and directing the execution of a Special Sale Contract by and between the City of Washington, Missouri and Fred Hartbank.**

The ordinance was introduced by Councilmember Patke.

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

**COMMISSION, COMMITTEE AND BOARD REPORTS**

**Bill No. 22-12648, Ordinance No. 22-13608, an ordinance approving the final plat of Terrace in Washington Plat 3 in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

**MAYOR'S REPORT**

- \* Special Council Meeting August 22, 2022 at 6 p.m.
- \* Next Regular Council Meeting is scheduled for Tuesday, September 6, 2022 due to the Labor Day Holiday.
- \* Thank you to staff for a job well done during the Washington Town and Country Fair.
- \* Thank you for the great discussion this evening regarding the Freight Depot.

**CITY ADMINISTRATOR'S REPORT**

- \* Budget Workshop will be held during the Special Council Meeting on August 22, 2022.

**COUNCIL COMMENTS**

- \* Councilmember Briggs thanked staff for a job well done during the Washington Town and Country Fair.
- \* Discussions on the existing median at North Crest Drive, possible placement of a new firehouse location, traffic study, three-way stop sign and raised bed near Target, Beach Tennis and American Legion Baseball.

**CITY ATTORNEY'S REPORT**

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:17 p.m. on the following roll call vote; Behr-aye, Briggs-aye, Reed-aye, Patke-aye, Holtmeier-aye, Wessels-aye, Hidritch-aye, Coulter-aye.

The regular session reconvened at 8:51 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 8:51 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

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

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

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

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

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

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

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, AUGUST 22, 2022**

**INTRODUCTORY ITEMS:**

The Special Meeting of the City of Washington, Missouri, City Council was held on Monday, August 22, 2022, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

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

<b>Also Present:</b>	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	Fire Chief	Tim Frankenberg
	Emergency Management Director	Mark Skornia
	Human Resources Manager	Shauna Pfitzinger
	Economic Development Director	Sal Maniaci
	Public Works Director	John Nilges
	Street Superintendent	Tony Bonastia
	Finance Director	Mary Sprung
	Parks Director	Wayne Dunker
	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 and Adjustment of Agenda including Consent Agenda:**

\* Liquor License Renewal: Baps West End LLC

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:**

\* Budget Workshop

City Administrator Darren Lamb discussed budget highlights from the 2021/2022 budget year and the 2022/2023 budget year. Discussion ensued regarding a cost of living increase for all employees.

**PUBLIC HEARINGS**

\* City of Washington Tax Levy

*A public hearing will be held on August 22, 2022, at 6:00 P.M., or as soon thereafter as the public may be heard, in the Council Chambers of City Hall of said City to set the proposed property tax rates for the City of Washington and the City of Washington Library District. Citizens may be heard on the following proposed property tax rates:*

	<u>CITY OF WASHINGTON</u>	
<i>ASSESSED VALUATION</i>	<i>PROPOSED TAX YEAR</i>	<i>PRIOR TAX YEAR</i>
<i>Real Estate</i>	\$325,998,624	\$321,320,320
<i>Personal Property</i>	<u>84,568,737</u>	<u>70,221,712</u>
<b>TOTAL</b>	<b>\$410,567,361</b>	<b>\$391,542,032</b>

*Based on Missouri State statutes, the permitted 2022 tax levy for the general operating levy of the City of Washington is \$0.5641 per \$100 of assessed valuation.*

<i>FUND</i>	<i>TAX REVENUE FOR 2022-2023</i>	<i>PROPOSED TAX RATE</i>	<i>PRIOR YEAR TAX REVENUE</i>	<i>INCREASE (DECREASE)</i>
<i>General Fund</i>	\$2,316,010	\$0.5641/\$100	\$2,208,690	\$107,320

	<u>CITY OF WASHINGTON - LIBRARY DISTRICT</u>	
<i>ASSESSED VALUATION</i>	<i>PROPOSED TAX YEAR</i>	<i>PRIOR TAX YEAR</i>
<i>Real Estate</i>	\$130,067,759	\$128,039,906
<i>Personal Property</i>	<u>31,598,669</u>	<u>27,263,967</u>
<b>TOTAL</b>	<b>\$161,666,428</b>	<b>\$155,303,873</b>

*Based on Missouri State statutes, the permitted 2022 tax levy for the general operating levy of the City of Washington – Library District is \$0.1909 per \$100 of assessed valuation.*

<i>FUND</i>	<i>TAX REVENUE FOR 2022-2023</i>	<i>PROPOSED TAX RATE</i>	<i>PRIOR YEAR TAX REVENUE</i>	<i>INCREASE (DECREASE)</i>
<i>Library Fund</i>	\$308,621	\$0.1909/\$100	\$297,240	\$11,380

**MAXIMUM ALLOWED, BY MO STATE STATUTES:**

**TOTAL OF BOTH TAX LEVIES: \$0.7550/\$100**

**RATES ARE CONTINGENT ON FINAL ASSESSED VALUATIONS AND COMPLIANCE WITH STATE LAWS.**

**CITY OF WASHINGTON, MISSOURI**

*Publish in The Missourian in the Weekend edition August 17, 2022 edition and in the Weekend edition, August 19-20, 2022.*

**Sprung:** Okay, so included in your packet tonight is the information for the Public Hearing. The assessed valuation for the City of Washington, the total assessed valuation from Franklin County for the proposed tax year came in at 410,567,361. Based on Missouri State Statues, the permitted 2022 tax levy for the general operating levy for the City of Washington is .5641 per \$100 of assessed valuation.

For the fiscal year 2023 for the general fund, that would be approximately \$2,316,010 of tax revenue. Compared to last year, that's basically an increase of \$107,320 which is basically 4.8%.

**Wessels:** Mary, what was the rate last year?

**Sprung:** Same thing.

**Wessels:** Same rate?

**Sprung:** Yes.

**Wessels:** Okay.

**Sprung:** For the Library District, the assessed valuation for Franklin County is 161,666,428, which for the 2022 tax levy for the Library District would be .1909 per \$100 of assessed valuation. That results in tax revenue for 2023 of \$308,621, which is approximately \$11,380 increase, which is 3.8%.

Both tax rates combined the maximum allowed by Missouri State Statues for both of the total tax levies would be .7550 per \$100 of assessed valuation. So that would be what I would be proposing would be to assess that at the maximum allowed.

**Holtmeier:** Mary, do you know, I know our Library District a lot of for the new guys, can you tell them where, do you know where the Library District lines are? Darren, do you know?

**Lamb:** *Inaudible*

**Sprung:** I do know it goes to Stafford, I do know that.

**Lamb:** *Inaudible*

**Sprung:** Nelson's not here?

**Holtmeier:** Just to let you guys know that.

**Lamb:** Nelson's at a Library Board Meeting.

**Holtmeier:** Thank you.

**Patke:** I think it's the right thing to do to keep the tax levy the same as last year and if there's a Public Hearing but feel free.

**Behr:** So just looking back through history as the new guy, looks like we went down two three years ago. Does that sound right, and it's held the same? This would be the third year maybe at this rate? I'm testing your memory, I'm sorry.

**Sprung:** Second year at this rate.

**Behr:** So last year it went down?

**Sprung:** Yes, if the assessed valuation goes up then the tax rate goes down because they have an inverse relationship.

**Behr:** Okay.

**Sprung:** Because you basically, your tax revenue the way the Handcock Amendment works is the tax revenue stays basically the same. You can only grow based on your new construction and anything that's annexed in. If you have in a non-assessed year or in an assessment year, then



if your assessed valuation goes up then in it usually drives your tax rate down. So a lot of times they can work different ways.

**Wessels:** There's not a lot of creativity in the whole...

**Behr:** No.

**Sprung:** Sometimes when you're like, well why did my tax rate go down but my taxes went up? That's usually what we hear a lot of.

**Behr:** Okay.

**Sprung:** It doesn't always work that way.

**Behr:** Thank you.

**Sprung:** Just so you know, the new construction this year, I have that too, sometimes people ask that, for the general fund was 3,102,229 and for the Library District, it was \$1,105,852. That was the amount of new construction that got added onto the tax rolls.

**Hagedorn:** We'll entertain a motion.

**Klekamp:** It's a Public Hearing.

**Patke:** Public Hearing.

**Lamb:** *Inaudible*

**Hagedorn:** Sorry, to the floor. Anyone wish to comment?

With no further discussion, a motion to accept this item into the minutes made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

**Bill No. 22-12649, Ordinance No. 22-13609, an ordinance levying and imposing for the calendar year 2022 a tax upon all real estate and taxable tangible property in the City of Washington, Missouri for General Municipal Purposes and for a Free Public Library.**

The ordinance was introduced by Councilmember Patke.

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

#### **REPORT OF DEPARTMENT HEADS**

\* **Show Me Zero Program Agreement**

*August 16, 2022*

*Mayor Doug Hagedorn*

*City Council Members*

*RE: Show Me Zero Program Agreement*

*Honorable Mayor and City Council,*

*A couple years ago under the direction of Chief Menefee, the department sought out grant resources to replace our aging mapping equipment and software for accident reconstruction and crime scene mapping. The department was denied the grant request from the original source. However, Sgt. Mike Grissom diligently sought other grant funding for the project through the Missouri Highways and Transportation Commission. Under the Show Me Zero Program, the department was awarded the grant with funding of \$41,762. This amount includes a new total station, data collector, mapping software, and training for several officers on the new equipment.*



*This is a 100% funded grant agreement. However, please note that when Sgt. Grissom originally began the process of completing the grant application, he received a quote from the supplier that totaled \$41,762, which was included in the grant. As is typical with the grant process, there was a delay before we were notified of the award. Due to the time that has passed since the original quote (more than 90 days) the cost of the equipment increased slightly. An updated quote totaled \$43,572. In order to take advantage of the awarded funds, the city will be responsible for the total difference of \$1,780.*

*I have submitted the amount for the 2022-23 budget. I recommend that we move forward with this grant opportunity. \$1,780 is a small price to pay to have the most up to date equipment, software and training to properly investigate motor vehicle crashes and crime scenes.*

*Respectfully,*

*Jim Armstrong, Chief of Police*

After a brief discussion, a motion to move forward with the agreement made by Councilmember Hidritch, seconded by Councilmember Briggs, passed without dissent.

\*Councilmember Hidritch requested a list of employees and their salaries.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 6:58 p.m. by Councilmember Holtmeier, seconded by Councilmember Patke passed without dissent.

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

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

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

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

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

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



August 18, 2022

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

**RE: 2021 Fourth Street & Fair Street Overlay Project  
Change Order #3 and Final Payment Request**

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 3 for this construction project. The overall contract amount has been increased by \$3,156.76 as shown in Change Order #3. This change order amount addresses the increase in liquid asphalt cement costs over the project duration. The original project contract is \$635,104.36.

Respectfully submitted,

*Andrea F. Lueken*

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



**CHANGE ORDER #3 and FINAL PAYMENT REQUEST**

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.....	\$ 82,856.61
Change Order #3.....	\$ <u>3,156.76</u>
Contract Amount.....	\$721,117.73
Previous Payments.....	\$716,960.97
Pay Request.....	\$ 4,156.76
Balance Remaining.....	\$ 0.00

**Accepted:**

**Approval:**

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

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

GERSHENSON 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: <u>8</u> Date: 07/31/2022
From (Contractor): Gershenson Construction Co. 2 Truitt Drive Eureka, MO 63025	Contractor Job Number: 21029	Period To: 07/31/22 Architect's Project No: Contract Date:
Phone: 636 938-9595	Via (Architect): Contract For:	

**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	65,628.10	
	Number	Date Approved
Change orders approved this month	5	07/01/22
	6	07/01/22
<b>Totals</b>	20,385.27	
<b>Net change by change orders</b>	86,013.37	

Original contract sum	635,104.36 ✓
Net change by change orders	86,013.37 ✓
Contract sum to date	721,117.73 ✓
Total completed and stored to date	721,117.73 ✓
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	721,117.73 ✓
Less previous certificates of payment	716,960.97 ✓
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	4,156.76 ✓
Balance to finish, including retainage	0.00

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: [Signature]  
By: [Signature] Date: 8-23-22

State of: Missouri County of: St. Louis

Subscribed and sworn to before me this 23 day of August 2022 (year). Notary public: [Signature]

My commission expires 7-6-26.

**JACKIE VAN NORMAN**  
NOTARY PUBLIC, NOTARY SEAL  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
COMMISSION # 14518130  
MY COMMISSION EXPIRES: AUGUST 6, 2026

**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.

**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: 9 Date: 07/31/22 Period To: 07/31/22  
 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	100.00	%	46,990.00	0.00	%	46,990.00	100.0	0.00	
0020	Full Width Milling	2.5500	14,990.000	SY	38,224.50	14,709.000		37,507.95	.000		14,709.000	37,507.95	98.1	0.00
0030	Asphalt Surface Course 1.5" Bp-2	87.8000	943.000	TON	82,795.40	1,130.220		99,233.31	.000		1,130.220	99,233.31	119.9	0.00
0040	Asphalt Surface Course 2" Bp-2	82.4000	473.000	TON	38,975.20	554.180		45,664.43	.000		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		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		884.000	17,945.20	100.0	0.00
0070	Sidewalk Trench Drain	100.0000	196.000	LF	19,600.00	180.500		18,050.00	.000		180.500	18,050.00	92.1	0.00
0080	Adjust Water Valves In Street	100.0000	23.000	EAC	2,300.00	21.000		2,100.00	.000		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		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		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		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		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		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		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		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		1,473.000	22,610.55	101.2	0.00
0170	New ADA Curb Ramp	14.6000	860.000	SF	12,558.00	743.000		10,847.80	.000		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		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		100.000	14,000.00	100.0	0.00
0200	Grading, Seeding And Straw	5,000.0000	1.000	LS	5,000.00	100.00	%	5,000.00	0.00	%	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		4.000	3,200.00	100.0	0.00
0220	Channelizers	22.0000	100.000	EAC	2,200.00	100.000		2,200.00	.000		100.000	2,200.00	100.0	0.00
0230	Road Work Ahead	125.0000	4.000	EAC	500.00	4.000		500.00	.000		4.000	500.00	100.0	0.00
0240	Narrow Lanes	125.0000	2.000	EAC	250.00	2.000		250.00	.000		2.000	250.00	100.0	0.00
0250	Be Prepared To Stop	125.0000	2.000	EAC	250.00	2.000		250.00	.000		2.000	250.00	100.0	0.00
0260	Flagger Symbol	125.0000	2.000	EAC	250.00	2.000		250.00	.000		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		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	%	6,000.00	100.0	0.00	
5000	Change Order	0.0000	.000	LS	17,065.60	100.00	%	17,065.60	0.00	%	17,065.60	100.0	0.00	
5001	Asphalt Index	0.0000	.000	LS	4,156.76	0.00	%	0.00	100.00	%	4,156.76	100.0	0.00	
<b>Total</b>					704,889.22			716,960.97	4,156.76		721,117.73		0.00	

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**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: 9 Date: 07/31/22 Period To: 07/31/22  
 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	%		
<b>Application Total</b>					704,889.22	716,960.97			4,156.76	721,117.73		0.00		





August 30, 2022

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

RE: Final Payment Request – Insituform Technologies LLC

Honorable Mayor and City Council:

The Wastewater Department is asking for final payment for the slip lining of sanitary sewer lines. The project, originally bid at \$544,939.20, was revised October 12, 2021 for the amount of \$490,374.60 due to changes in the scope of work. While the work was being completed, some lines were excluded from the project, thus leaving a positive balance of \$50,687.49.

As always, if you have any questions, concerns or need additional information, please advise.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem", is written over the typed name.

Kevin Quaethem  
Water and Wastewater Superintendent



**FINAL PAYMENT REQUEST**

TO: City Council

NAME OF PROJECT: Sanitary Sewer Slip Lining

OWNER: CITY OF WASHINGTON

CONTRACTOR: Insituform Technologies LLC

THE FOLLOWING FINAL PAYMENT IS HEREBY REQUESTED TO BE MADE TO THE CONTRACTOR:

Original Contract Price.....	\$490,374.60
Previous Payments.....	\$327,607.54
Final Payment.....	\$112,079.57

**Approval:**

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

City of Washington, Missouri

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

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





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BILL TO:  
CITY OF WASHINGTON  
PUBLIC WORKS DEPARTMENT  
405 JEFFERSON STREET  
WASHINGTON, MO 63090

CONTRACT : 6"SANIT.&36"STORM CIPP,FY2021  
PROJECT: WASHINGTON MO,FY2021,REV 1

PLEASE REMIT BY CHECK TO :  
INSITUFORM TECHNOLOGIES LLC  
P.O. BOX 74008440  
CHICAGO, IL 60674-8440

PLEASE REMIT BY ACH TO :  
INSITUFORM TECHNOLOGIES LLC  
BANK OF AMERICA MERRILL LYNCH  
ROUTING: 111000012  
SWIFT: BOFAUS3N  
ACCOUNT: 003750825891

PAGE : 1 of 5  
DATE : 5/26/2022  
ESTIMATE :  
INVOICE # 688174  
CUSTOMER PO :  
JOB NUMBER : 102852  
PAYMENT TERMS : Net 30 Days  
FEDERAL ID : 13-3032158

ITEM NO	DESCRIPTION OF WORK	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
01	Mobilization	1.00	LS	30,000.00	30,000.00	0.00	0.00	1.00	30,000.00
02	Clean and TV 6"	14,103.00	LF	3.90	55,001.70	0.00	0.00	11,472.00	44,740.80
03	Clean and TV 36"	342.00	LF	20.00	6,840.00	0.00	0.00	342.00	6,840.00
04	MH 1 to MH 2 to MH 3 6"	176.00	LF	34.75	6,116.00	0.00	0.00	0.00	0.00
05	MH 3 to MH 4 6"	319.00	LF	25.75	8,214.25	0.00	0.00	0.00	0.00
06	MH 4 to MH 5 6"	167.00	LF	34.75	5,803.25	0.00	0.00	0.00	0.00
07	MH 3 to MH 6 6"	424.00	LF	23.00	9,752.00	0.00	0.00	0.00	0.00
08	MH 6 to MH 7 to MH 8 6"	399.00	LF	23.00	9,177.00	0.00	0.00	0.00	0.00
09	MH 8 to MH 9 to MH 10 6"	270.00	LF	28.50	7,695.00	0.00	0.00	0.00	0.00
10	MH 10 to MH 11 6"	460.00	LF	23.50	10,810.00	0.00	0.00	0.00	0.00
11	MH 11 to MH 12 6"	323.00	LF	27.00	8,721.00	0.00	0.00	329.00	8,883.00
12	MH 13 to MH 14 to MH 15 6"	339.00	LF	24.75	8,390.25	0.00	0.00	0.00	0.00
13	MH 15 to MH 16 to MH 17 6"	313.00	LF	25.75	8,059.75	0.00	0.00	0.00	0.00
14	MH 17 to MH 18 to End 6"	500.00	LF	23.50	11,750.00	342.00	8,037.00	342.00	8,037.00

CONTINUED...



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WASHINGTON, MO 63090

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PROJECT: WASHINGTON MO,FY2021,REV 1

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PAGE : 2 of 5  
DATE : 5/26/2022  
ESTIMATE :  
INVOICE # 688174  
CUSTOMER PO :  
JOB NUMBER : 102852  
PAYMENT TERMS : Net 30 Days  
FEDERAL ID : 13-3032158

ITEM NO	DESCRIPTION OF WORK	CONTRACT AMOUNT			COMPLETED THIS PERIOD		COMPLETED TO DATE		
		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
15	MH 17 to MH 19 6"	696.00	LF	21.25	14,790.00	715.00	15,193.75	715.00	15,193.75
16	MH 17 to MH 20 6"	319.00	LF	26.25	8,373.75	0.00	0.00	0.00	0.00
17	MH 20 to MH 21 6"	508.00	LF	22.50	11,430.00	0.00	0.00	341.00	7,672.50
18	MH 20 to MH 22 6"	531.00	LF	23.50	12,478.50	0.00	0.00	480.00	11,280.00
19	MH 22 to MH 23 6"	236.00	LF	30.50	7,198.00	289.00	8,814.50	289.00	8,814.50
20	MH 23 to MH end 6"	131.00	LF	42.25	5,534.75	0.00	0.00	0.00	0.00
21	MH 20 to MH 24 6"	300.00	LF	27.00	8,100.00	0.00	0.00	308.00	8,316.00
22	MH 24 to MH 25 6"	362.00	LF	24.75	8,959.50	0.00	0.00	365.00	9,033.75
23	MH 25 to MH 26 6"	392.00	LF	24.75	9,702.00	0.00	0.00	404.00	9,999.00
24	MH 26 to MH 27 6"	390.00	LF	24.75	9,652.50	407.00	10,073.25	407.00	10,073.25
25	MH 27 to MH 28 6"	363.00	LF	25.25	9,165.75	356.00	8,989.00	356.00	8,989.00
26	MH 101 to MH 102 6"	423.00	LF	24.00	10,152.00	374.00	8,976.00	374.00	8,976.00
27	MH 102 to MH 103 6"	388.00	LF	24.75	9,603.00	395.00	9,776.25	395.00	9,776.25
28	MH 102 to MH 104 to MH 106 6"	421.00	LF	23.00	9,683.00	343.00	7,889.00	343.00	7,889.00

CONTINUED...

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BILL TO:  
CITY OF WASHINGTON  
PUBLIC WORKS DEPARTMENT  
405 JEFFERSON STREET  
WASHINGTON, MO 63090

CONTRACT : 6"SANIT.&36"STORM CIPP,FY2021  
PROJECT: WASHINGTON MO,FY2021,REV 1

PLEASE REMIT BY CHECK TO :  
INSITUFORM TECHNOLOGIES LLC  
P.O. BOX 74008440  
CHICAGO, IL 60674-8440

PLEASE REMIT BY ACH TO :  
INSITUFORM TECHNOLOGIES LLC  
BANK OF AMERICA MERRILL LYNCH  
ROUTING: 111000012  
SWIFT: BOFAUS3N  
ACCOUNT: 003750825891

PAGE : 3 of 5  
DATE : 5/26/2022  
ESTIMATE :  
INVOICE # 688174  
CUSTOMER PO :  
JOB NUMBER : 102852  
PAYMENT TERMS : Net 30 Days  
FEDERAL ID : 13-3032158

ITEM NO	DESCRIPTION OF WORK	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
29	MH 104 to MH 105 6"	275.00	LF	28.50	7,837.50	0.00	0.00	0.00	0.00
30	MH 106 to MH 107 to MH 108 6"	252.00	LF	30.50	7,686.00	0.00	0.00	0.00	0.00
31	MH 108 to MH 109 to MH end 6"	329.00	LF	24.75	8,142.75	0.00	0.00	0.00	0.00
32	MH 106 to MH 110 to MH 113 6"	380.00	LF	24.75	9,405.00	115.00	2,846.25	115.00	2,846.25
33	MH 110 to MH 111 to MH 112 6"	261.00	LF	28.50	7,438.50	0.00	0.00	0.00	0.00
34	MH 113 to MH 114 6"	170.00	LF	34.75	5,907.50	0.00	0.00	0.00	0.00
35	MH 114 to MH 115 6"	207.00	LF	33.50	6,934.50	221.00	7,403.50	221.00	7,403.50
36	MH 115 to MH 116 to MH 117 6"	154.00	LF	42.00	6,468.00	0.00	0.00	0.00	0.00
37	MH 117 to MH 118 to MH 119 6"	223.00	LF	32.50	7,247.50	0.00	0.00	0.00	0.00
38	MH 28 to MH end 6"	253.00	LF	31.00	7,843.00	0.00	0.00	226.00	7,006.00
39	MH 114 to MH 120 6"	257.00	LF	31.00	7,967.00	0.00	0.00	253.00	7,843.00
40	MH 120 to MH 11 6"	538.00	LF	23.50	12,643.00	0.00	0.00	0.00	0.00
41	MH 121 to MH 122 6"	221.00	LF	32.50	7,182.50	0.00	0.00	235.00	7,637.50
42	MH 12 to MH end 6"	219.00	LF	32.50	7,117.50	0.00	0.00	235.00	7,637.50

CONTINUED...



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405 JEFFERSON STREET  
WASHINGTON, MO 63090

CONTRACT : 6" SANIT.&36" STORM CIPP, FY2021  
PROJECT: WASHINGTON MO, FY2021, REV 1

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P.O. BOX 74008440  
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PAGE : 4 of 5  
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FEDERAL ID : 13-3032158

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		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
43	MH 121 to MH 123 6"	493.00	LF	24.00	11,832.00	485.00	11,640.00	485.00	11,640.00
44	MH 124 to MH 125 6"	236.00	LF	30.50	7,198.00	0.00	0.00	0.00	0.00
45	MH 126 to MH end south 6"	349.00	LF	24.75	8,637.75	312.00	7,722.00	312.00	7,722.00
46	MH 126 to MH end north 6"	136.00	LF	42.50	5,780.00	170.00	7,225.00	170.00	7,225.00
47	MH 101 to MH 102 to Mh 103 36"	342.00	LF	173.00	59,166.00	0.00	0.00	0.00	0.00
48	Pull strap	14,103.00	LF	0.75	10,577.25	4,524.00	3,393.00	7,221.00	5,415.75
49	Protruding Tap Trimming (If Ne	2.00	EA	350.00	700.00	0.00	0.00	5.00	1,750.00
50	Bond	1.00	LS	10,075.00	10,075.00	0.00	0.00	1.00	10,075.00
CO1.11	Add MH 6 to MH 7 to MH 8 10"	403.00	LF	33.00	13,299.00	0.00	0.00	403.00	13,299.00
CO1.13	Add MH 8 to MH 9 to MH 10 8"	303.00	LF	42.50	12,877.50	0.00	0.00	0.00	0.00
CO1.2	Add MH 1 to MH 2 12"	18.00	LF	315.00	5,670.00	0.00	0.00	0.00	0.00
CO1.26	Add MH 20 to MH 24 8"	308.00	LF	29.75	9,163.00	0.00	0.00	0.00	0.00
CO1.28	Add MH 24 to MH 25 8"	365.00	LF	29.25	10,676.25	0.00	0.00	0.00	0.00
CO1.3	Add MH 2 to MH 3 10"	150.00	LF	54.75	8,212.50	0.00	0.00	150.00	8,212.50

CONTINUED...



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405 JEFFERSON STREET  
WASHINGTON, MO 63090

CONTRACT : 6"SANIT.&36"STORM CIPP,FY2021  
PROJECT: WASHINGTON MO,FY2021,REV 1

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FEDERAL ID : 13-3032158

ITEM NO	DESCRIPTION OF WORK	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
CO1.36	Add MH 106 to MH 107 8"	221.00	LF	33.50	7,403.50	0.00	0.00	0.00	0.00
CO1.38	Add MH 108 to MH 109 to MH en	340.00	LF	29.25	9,945.00	0.00	0.00	0.00	0.00
CO1.40	Add MH 106 to MH 110 6"	114.00	LF	48.00	5,472.00	0.00	0.00	0.00	0.00
CO1.47	Add MH 28 to MH end 8"	226.00	LF	33.50	7,571.00	0.00	0.00	0.00	0.00
CO1.49	Add MH 114 to MH 120 8"	253.00	LF	31.75	8,032.75	0.00	0.00	0.00	0.00
CO1.5	Add MH 3 to MH 4 10"	330.00	LF	36.25	11,962.50	0.00	0.00	330.00	11,962.50
CO1.51	Add MH 120 to MH 11 10"	550.00	LF	32.00	17,600.00	0.00	0.00	550.00	17,600.00
CO1.59	Add MH 101 to MH 102 to Mh 10	342.00	LF	170.25	58,225.50	0.00	0.00	0.00	0.00
CO1.60	Add MH 102A to MH 102 8"	50.00	LF	92.00	4,600.00	0.00	0.00	0.00	0.00
CO1.7	Add MH 4 to MH 5 10"	168.00	LF	49.50	8,316.00	0.00	0.00	168.00	8,316.00
CO1.9	Add MH 3 to MH 6 10"	421.00	LF	32.75	13,787.75	0.00	0.00	421.00	13,787.75

<b>TOTAL CONTRACT</b>	<b>757,753.45</b>	<b>EARNED THIS PERIOD</b>	<b>117,978.50</b>	<b>EARNED TO DATE</b>	<b>371,893.05</b>
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Month Gross	117,978.50	Sales Tax	
Sales Tax		Less: Retainage	18,594.66
Month Retention	(5,898.93)	Previous Estimate	253,914.55
Month Open	112,079.57		
Customer #	95404		

**AMOUNT DUE THIS ESTIMATE** 112,079.57

## TERMS AND CONDITIONS OF SALE

**1.0 Scope of Agreement; Acceptance** Unless expressly provided otherwise in a Proposal issued by the Seller, these Terms and Conditions and the Proposal for Sale of Goods shall apply to all orders for goods (hereinafter "Goods" or "Products") between the purchaser (hereinafter "Buyer") and Corpro, the seller of the Goods (hereinafter "Seller"). These TERMS AND CONDITIONS OF SALE (hereinafter "Terms & Conditions") shall apply to any services provided with the Goods. The Proposal for Sale of Goods, these Terms and Conditions, Seller's Warranty Certificate and any other documents expressly identified in the Proposal as a contract document shall be considered contract documents (referred to herein as the "Agreement"). Buyer shall be deemed to have accepted the Agreement, including these Terms & Conditions and other contract documents, through (i) delivering a purchase order or a purchase order number to Seller or (ii) receipt and acceptance of Goods or (iii) payment of Seller's invoice for the Goods or (iv) any other written indication by Buyer of its acceptance of the Terms & Conditions. Any documents proposed by Buyer as a contract document but not expressly identified in the Proposal, including but not limited to terms and conditions contained in any purchase order, correspondence or accompanying payment for delivery of the Goods, which are different from or in addition to these Terms & Conditions, shall not be binding on Seller, whether or not they would materially alter the order, and Seller hereby objects thereto.

**2.0 Time of Delivery** All shipping dates given are approximate and not a guarantee of a particular date of shipment. Seller shall not be liable for losses or damages of any kind (whether incidental, consequential, or otherwise) attributed to or resulting in any way from Seller's inability to meet the delivery date set forth herein.

**3.0 Shipping/Risk of Loss** Unless Buyer and Seller agree otherwise, delivery of the Goods shall be E.X.W. at the location set forth herein (Incoterms 2010 Terms & Conditions). Seller shall ship the Goods to Buyer at the Shipping Address by any commercially reasonable means, but this requirement does not impose upon Seller the duty to make delivery at such address. Seller has the option of selecting the particular route and carrier for shipment of the Goods to Buyer. All freight, insurance, tariff, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Title to the Goods shall pass from Seller to Buyer upon shipment of the Goods by any commercially reasonable means.

**4.0 Payment Terms** The price and payment terms for the Goods shall be set forth by Seller at the time of a quotation to Buyer by Seller, placement of an order from Buyer to Seller, through an invoice to Buyer by Seller and/or in Seller's acknowledgment of order to Buyer. All payment terms are subject to Seller's credit approval as of the later of the time of the order and/or prior to shipment. Unless otherwise set forth in the order, payments are due to Seller from Buyer no later than immediately upon Buyer's receipt of an invoice from Seller. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) annually), or the maximum rate of interest that the applicable state law allows, whichever is greater, until fully paid, including any interest payments thereon. In the event Buyer does not pay within the terms of the order, all collection costs incurred by Seller, including attorneys' fees will be paid by Buyer.

Payment for the sale of Goods shall not be subject to offset, deduction or back charges by Buyer. Any sums that have been deducted by Buyer in violation of this paragraph shall be considered overdue and are subject to the above interest and attorneys fee charges. The price set forth in the order and all payments due to Seller from Buyer shall be in the lawful currency of the United States of America. Notwithstanding the foregoing or any term in the Proposal, order or acknowledgment to the contrary, to the extent that anytime prior to shipment Buyer does not meet Seller's credit approval, Seller may either (i) cancel the order, or (ii) request payment in full from Buyer prior to shipment of the Good.

**5.0 Changes to Goods and/or Services Order** Changes to the design, specifications, scope of supply, delivery schedule, product demonstration site, shipping instructions of the equipment or any material term of the Agreement, may only be made upon execution by Buyer and Seller of a Change Order ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the equipment and/or the specifications. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, Seller has the right to suspend performance during the period while the change is being evaluated and negotiated.

In the event Buyer has communicated proposed changes to Seller, Seller, at its sole discretion, shall either (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that Seller elects (b) above Buyer shall either (i) agree to continue performance (of Seller) pursuant to the Agreement or (ii) cancel the Agreement.

**6.0 Inspection and Rejection; Acceptance** Buyer shall inspect the Goods immediately upon their arrival at the Shipping Address and shall, within three (3) days of such arrival, provide written notice to Seller of any claim that the Goods are nonconforming or otherwise defective. In order to be effective, Seller must receive the notice within three (3) days of the delivery of the Goods. Buyer agrees that such three (3) day period is a reasonable time for inspection of the Goods and notification thereof, and failure of Buyer to provide such written notice within the three (3) day period shall constitute an irrevocable acceptance of the Goods, thereby waiving Buyer's rights to any and all claims regarding the accepted Goods. Upon Buyer's written notice to Seller of any nonconforming or otherwise defective Goods in the time provided herein, Seller has the option of repairing and/or replacing the nonconforming or otherwise defective Goods within a reasonably prompt time. In the event Seller repairs and/or replaces the Goods, Buyer agrees this repair and/or replacement shall be the Buyer's sole remedy for the nonconforming or otherwise defective Goods. If Seller does not repair and/or replace the nonconforming or otherwise defective Goods, Seller shall provide Buyer with a refund equivalent to the decreased value of the Goods. In the event Seller provides Buyer with a refund, Buyer agrees this refund shall be the Buyer's sole remedy for the nonconforming or otherwise defective Goods. In no event shall Buyer be required to repair, replace or reimburse Buyer for more than the part or material that is found to be defective. The Goods, as a whole, shall not be construed to be a "part" or "material" for the purpose of the preceding sentence. Buyer hereby waives the right to any damages for nonconforming or otherwise defective Goods not provided herein. Buyer shall not return any Goods without Seller's consent. Failure to give written notice of any nonconforming or defective Goods within three (3) days, express oral or written acceptance of the Goods, and/or payment for the Goods, shall conclusively establish Buyer's acceptance of the Goods, release the Seller from any and all liability, and waive Buyer's right to seek damages or other remedies for any nonconforming or otherwise defective Goods. Buyer shall bear the expenses of inspection under all circumstances.

**7.0 Limited Warranty** SELLER'S WARRANTY OBLIGATIONS ARE PROVIDED IN SELLER'S WARRANTY CERTIFICATE, ATTACHED AND INCORPORATED HEREIN BY REFERENCE. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY WARRANTY PROVIDED IN THIS SECTION SHALL ONLY BE IN FAVOR OF BUYER, AND SHALL APPLY DURING AND EXPIRE ON THE LAST DAY OF THE WARRANTY PERIOD. THE WARRANTY SET FORTH IN THE FIRST SENTENCE IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE). SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND CONFORMITY TO MODELS OR SAMPLES, AND (4) ALL OTHER LIABILITY, EITHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION, STRICT LIABILITY (WHETHER FOUNDED IN SECTION 402(A) OF THE RESTATMENT OF TORTS OR OTHERWISE) AND NEGLIGENCE. In addition to the foregoing:

(1) The Warranty shall not apply (i) to Goods which have been repaired or altered by any Person other than the Seller, (ii) to Goods which have been subjected to use beyond rated conditions, unreasonable use, negligence, or accident, (iii) to Goods which have been damaged because of their use or the use of any other materials or equipment after Buyer, or any other Person, has or reasonably should have had knowledge of the defect, (iv) to Goods manufactured, fabricated or assembled by any Person other than Seller, and (v) Seller's advisory services (if any) to Buyer.

(2) The Warranty shall not be effective unless Seller receives a written claim therefore within three (3) days after the discovery of the defect with respect to which a claim is made and provided the default is discovered within the Warranty Period.

(3) If Buyer asserts a claim under the Warranty, Seller has the option to verify, with its own representatives, the nature and extent of the defect complained of prior to the time that the Goods are returned to Seller. Upon written request by Seller, Buyer shall, at its own risk and expense, promptly return the Goods in question to Seller's Plant.

(4) Buyer's remedies for breach of any warranty are limited to the remedies provided in Section 7.0. BUYER EXPRESSLY AGREES SUCH REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY PROVIDED HEREIN.

**8.0 Force Majeure** If Seller is delayed at any time by the acts or omissions of Buyer, by Change Orders, or by any Force Majeure defined below, then the period of performance shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay upon Seller's costs. "Force Majeure" means circumstances beyond the respective parties' reasonable control, including without limitation, acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, washouts, arrests, restraints of rulers and people, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within the control of the party claiming excuse from performance, which by the exercise of due diligence and reasonable commercial effort, that party shall not have been able to foresee, avoid or overcome.

**9.0 Default; Cancellation** If Buyer fails to perform any of its obligations hereunder, including without limitation, failure to make payments as provided herein or otherwise, or if Buyer fails to promptly give reasonable assurances of future performance when requested by Seller, then Seller may, upon five (5) days' written notice to Buyer, declare Buyer to be in default and Seller may suspend performance of its obligations hereunder without liability and retain all rights and remedies Seller may possess at law, in equity and/or as provided in these Terms & Conditions.

In addition to the remedies above, to the extent that (i) Seller declares a default under this Section 9.0 or (ii) if the order is cancelled for any reason, other than (a) default by Seller or (b) Force Majeure, Buyer agrees to pay Seller on demand, a minimum of 100% of the quoted price for any Goods for which Seller has completed work, regardless of whether such Good is completed; plus, a cancellation fee of 25% of the Agreement amount; plus, any charges for packing and/or storing any of the aforementioned Goods.

**10.0 Stop Work/Suspension** If Seller is unable to proceed with the manufacture and shipment of Buyer's order, either due to Buyer's request or as the direct result of governmental action or regulations, Buyer will upon notification to that effect immediately instruct Seller to consider Buyer's order as completed in its then state of partial completion in which Seller will: (1) Stop all work on the order as promptly as reasonable possible; (2) Store all finished and unfinished items not listed in Seller's standard price lists and any standard item which cannot be used at that time to fill another order; (3) Invoice Seller for established or quoted prices for all completed items, and for incomplete items the full costs incurred by Seller plus 25%, plus charge for packing and storing; (4) Reinstatement Buyer's order, at Seller's option, at the earliest possible date, subject to Buyer's acceptance of prices, terms, and shipping schedule quoted prior to such reinstatement; and (5) Allow Buyer appropriate credit for parts held in storage by Seller as Buyer's property if such parts can be used in filling Buyer's reinstated order.

**11.0 Indemnification** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND ANY AND ALL LOSSES, COSTS (INCLUDING, WITHOUT LIMITATION, THE COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEY'S FEES), CLAIMS AND CAUSES OF ACTIONS IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTED TO THE USE OR OPERATION OF THE GOODS OR ANY DEVICE, MATERIAL, OR THING OF WHICH THE GOODS ARE MADE A PART OR TO WHICH THE GOODS OR ATTACHED OR WITHIN THE GOODS ARE ENCLOSED, WHILE IN BUYER'S POSSESSION OR SUBSEQUENT TO ANY TRANSFER OF POSSESSION TO ANY THIRD PARTY, EXCEPT TO THE EXTENT SELLER IS NEGLIGENT. IN THE EVENT ANY PROVISION CONTAINED HEREIN SHALL, FOR ANY REASON, BE HELD TO BE ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, ANY REMAINING PROVISIONS SHALL NOT BE AFFECTED OR IMPAIRED THEREBY.

**12.0 Limitation of Liability** IN NO EVENT SHALL SELLER OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFERREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS AND/OR LOSS OF BUSINESS OPPORTUNITIES) ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF SELLER IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, THE PERFORMANCE, WHETHER TIMELY OR NOT, OR NONPERFORMANCE OF THIS AGREEMENT AND THE LOSS OF OR THE LOSS OF USE OF ANY OF THE GOODS OR OTHER PROPERTY, REGARDLESS OF WHETHER THE GOODS OR THE USE OF THE GOODS RESULTS IN DAMAGE OR HARM ONLY TO THE GOODS OR TO OTHER PROPERTY). IN THE EVENT ANY PROVISION CONTAINED HEREIN SHALL, FOR ANY REASON, BE HELD TO BE ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, ANY REMAINING PROVISIONS SHALL NOT BE AFFECTED OR IMPAIRED THEREBY.

**13.0 Form, Formation, and Readjustment of the Agreement** Buyer and Seller acknowledge this Agreement, including attachments and exhibits incorporated herein by reference, represent the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter hereof, whether written or oral. No changes or modifications in terms shall be accepted unless in writing and signed by authorized representatives of both parties. The parties agree that this Agreement was jointly drafted, negotiated and agreed upon after reasonable time to review its terms and conditions. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner. In the event any provision or terms of this Agreement is rendered invalid, illegal, or otherwise unenforceable, the remainder of the Agreement will remain valid and fully enforceable.

**14.0 Time Limitations of Actions** Any action by Buyer for an alleged breach of warranty, breach of contract, or tort arising out of or related to this Agreement shall be commenced no later than one year after the cause of the action accrues. If Buyer fails to commence any such action within one year after the cause of action accrues, the action shall be deemed barred and any related claims waived, and Seller and its Affiliates shall have no liability whatsoever to Buyer with respect thereto.

**15.0 Successors and Assigns** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. However, this Agreement may not be assigned by the Buyer without prior, written consent of the Seller.

**16.0 Notice** All notices and communications required by this Agreement shall be delivered, in writing, to the address of the Seller listed on the proposal.

**17.0 Dispute Resolution; Prevailing Party; Governing Law** Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, and not resolved amicably shall be finally settled in the federal courts of the State of Texas located in Houston, Texas. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. The prevailing party is a party who recovers at least 75% of its total claims in the action, or who is required to pay no more than 25% of the other party's total claim in the action.

**18.0 Confidentiality** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Seller to Buyer related to any order for Goods are the confidential and proprietary information of Seller; and Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Seller's confidential and proprietary information to any third parties, or use Seller's confidential and proprietary information for its own account or that of any third party, except in the performance of the order.

**19.0 Taxes, Permits, Fees, Laws** Unless expressly stated otherwise in Seller's Proposal, the purchase price for the Goods furnished by Seller excludes all governmental or brokerage taxes, duties, fees, charges or assessments. Seller may elect to add any such taxes, duties, fees, charges or assessments to the invoice amount payable to Seller by Buyer. Buyer must provide Seller with documentation acceptable to Seller of any exemptions claimed from taxes, duties, permits, fees, charges or assessments in advance. Except to the extent expressly assumed by Seller, Buyer shall secure and pay for all permits and fees necessary for the delivery and installation of the Goods and/or equipment into which the Goods are installed. It is Buyer's duty to ascertain that the Goods proposed by Seller and their subsequent installation and use is in accordance with applicable local laws, statutes, ordinances and building codes ("laws"). Seller shall not be responsible for compliance of the Goods or equipment into which the Goods are installed to such laws, but shall to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Seller's attention.

**20.0 Law; Safety Standards** The Buyer and end user are the parties responsible under the terms of all applicable Federal, state, local and regional laws applicable to the sale of Goods including the Occupational Health and Safety Act of 1970, or the industrial safety laws applicable to the facility where the Goods are installed, to ensure the Goods and the equipment into which the Goods are installed meet such requirements, and Seller hereby disclaims any liability for any violations of the Act or other applicable or regulation law that may be imposed respecting the Goods furnished under any sale. Buyer shall train, require and cause its employees to (i) comply with directions set forth in maintenance, safety and operation instructions, manuals, drawings, safety notices and warnings and other instructions that might be furnished by Seller; (ii) use reasonable care and safety equipment and applicable safety codes and safety systems in the set-up, adjustment, operation and maintenance and repair of the Goods and the equipment into which the Goods are installed; (iii) not remove, or permit anyone to remove any safety equipment, safety feature or warning signs from the Goods and the equipment into which the Goods are installed nor permanently remove or disable any guards or safety features; and (iv) assure that the Goods and the equipment into which the Goods are installed are used in accordance with all applicable laws, regulations, customs, permits and standards in force.

**21.0 Waiver** The failure of Seller to insist upon strict performance herein shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

**22.0 Misc.** The UNCITRAL Convention on Contracts for the International Sale of Goods shall not apply to the validity, construction and performance of this Contract.





August 24, 2022

To the City Council  
City of Washington  
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Board of Adjustment:

Lori Strubberg (alternate) – term expiring Sept. 2027

Respectfully submitted,

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

James D. Hagedorn  
Mayor



August 31, 2022

City Council  
City of Washington  
Washington, Missouri 63090

Dear Council Members:

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

Sandy Lucy – term ending August 2025

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "J. D. Hagedorn", written over a light blue horizontal line.

James D. Hagedorn  
Mayor



BILL NO. \_\_\_\_\_

INTRODUCED BY \_\_\_\_\_

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE PROPOSAL FROM GEORGE L. CRAWFORD AND ASSOCIATES D/B/A CBB FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE HIGHWAY 100 AND RABBIT TRAIL TRAFFIC ANALYSIS AND CMAQ APPLICATION AND AMEND THE 2022 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal from George L. Crawford and Associates D/B/A CBB for Professional Services associated with the Highway 100 and Rabbit Trail Traffic Analysis and CMAQ Application in the City of Washington, Missouri. A copy of the proposal is attached and is marked as "Exhibit A".

SECTION 2: This ordinance shall amend the 2022 Budget as follows:  
Transportation Sales Tax Fund 261 – Increase of \$15,000 Highway 100 and Rabbit Trail Traffic Analysis - Design (261-18-000-541100 Improvements other than Buildings).

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

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

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

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

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

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

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

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

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



August 15, 2022

Mr. John Nilges, P.E.  
Public Works Director  
City of Washington  
405 Jefferson Street  
Washington, Missouri 63090

RE: Proposal for Traffic Analysis and CMAQ Application  
Highway 100 at International Avenue/Rabbit Trail  
Washington, Missouri  
CBB Proposal No. P22-117

Dear Mr. Nilges:

In accordance with your request, CBB is pleased to submit the following proposal for traffic engineering services pertaining to an updated evaluation of the intersection of Highway 100 with Rabbit Trail Drive/International Avenue and the nearby Phoenix Center Drive connection in Washington, Missouri. This proposal also includes engineering services to assist the City in preparing a CMAQ application for the improvements at the intersection of Highway 100 with Rabbit Trail Drive/International Avenue and the proposed relocation of Phoenix Center Drive.

As you are aware, CBB previously counted the intersection of Highway 100 and International Avenue/Rabbit Trail Drive in February 2021 and provided a study summarizing the intersection operations and potential improvement measures to address congestion and safety concerns at the intersection. Several potential solutions were identified as part of that study. It is our understanding that the City desires to move forward with Solution "A" (as identified in your letter to the Council dated June 28, 2022) which includes the following:

- Relocate Phoenix Center Drive farther south away from the Highway 100 with Rabbit Trail Drive/International Avenue intersection;
- Install a southbound right-turn lane on International Avenue at Highway 100;
- Install a westbound right-turn lane on Highway 100 at Rabbit Trail Drive/International Avenue; and
- Construct ADA and sidewalk improvements at the Highway 100 with Rabbit Trail Drive/International Avenue intersection.

7a



The 2021 study was based on traffic counts collected in February 2021 before the bank and Starbucks in the southwest corner of the intersection opened. As such, new traffic counts would be collected at the study intersections and the analyses updated accordingly.

The intent of this work is to:

- Conduct field observations and collect current traffic counts;
- Identify how the proposed improvements would operate and compare to the existing conditions; and
- Assist city staff in:
  - Coordinating with East West Gateway staff,
  - Developing a construction cost estimate, and
  - Preparing the CMAQ application.

CBB will complete the online CMAQ Grant application for the proposed project including input from the City and MoDOT. CBB will transmit final hardcopies to the City, and the City will acquire the necessary signatures and deliver/submit the signed application to East-West Gateway.

### ***Scope of Work***

#### ***Updated Traffic Counts and Analysis***

1. CBB will coordinate with City staff as required throughout the project via conference calls and meetings. We also anticipate meetings with East West Gateway to discuss project eligibility for CMAQ funding. Specifically, the attached fee estimate includes two meetings.
2. Review crash data provided by MoDOT and/or the City for the Highway 100/Rabbit Trail Drive and Rabbit Trail Drive/Phoenix Center Drive/Existing Bank Drive intersections. Ideally, crash data summaries for a period of three years (i.e. 2019-2020-2021) would be provided.
3. Perform turning movement counts during the morning (7:00 - 9:00 a.m.), midday (11:30 a.m. – 1:30 p.m.) and afternoon (4:00 - 6:00 p.m.) peak periods of a typical weekday at the following intersections:
  - Highway 100 and Rabbit Trail Drive;
  - Rabbit Trail Drive and Phoenix Center Drive/Existing Bank Drive; and
  - Rabbit Trail Drive and Planet Fitness Drive.
4. Perform capacity analyses using SYNCHRO 11 during the AM, Midday and PM peak periods for the intersections noted in Task 3 assuming both the existing conditions and the proposed improvement plan.



5. Prepare a written report documenting our findings and conclusions for inclusion in the CMAQ application.

**Concept Drawing and Cost Estimate**

6. Prepare a concept drawing depicting the proposed improvement plan. The concept would be redline schematics drawn over publicly available aerial photos.
7. Prepare an opinion of probable costs for the proposed improvement plan. The estimate will include costs that will be used to request funding from EWGCC for funding, including an *estimate* of engineering fees to complete the final roadway and traffic signal plans (PE) as well as for Construction Engineering (CE).

**Assistance with Grant Application**

8. Prepare the online grant and supporting documentation as described below including a project location map, Opinion of Probable Costs and project schedule.
9. Discuss the draft version of the grant with the City and MoDOT and make any necessary revisions.
10. Complete the online grant and supporting documents. Provide final grant application to the City for signatures and their submittal.

Responsibilities

CBB anticipates preparing the following sections of the grant application:

- General project application and narratives;
- Location map;
- Photos of current conditions;
- Conceptual drawing;
- Conceptual typical section;
- Crash Summaries;
- Opinion of Probable Costs;
- Project schedule; and
- Also, request a letter of permission/support from owner of facility (MoDOT).

The City of Washington would be responsible to provide the materials necessary to complete the following sections required for the application:

- Support letters (City Council Resolution, Police Department, School District, Ambulance District, Fire Department, adjacent land owners, etc.);





- Project application fee: It is our understanding that the local agencies are typically required to pay an application fee equal to one half of one percent of the federal funds requested;
- Title VI Certification signatures and Pre-Questionnaire; and
- Signatures for Financial Certification of Matching Funds, Person of Reasonable Charge form, and Reasonable Progress and Right-of-Way Certification.

### **Fees**

We propose to perform the above work on a lump sum basis for the following fees:

Updated Traffic Counts and Analysis	\$4,700.00
Concept Drawing and Cost Estimate	\$5,900.00
Assistance with Grant Application	<u>\$4,000.00</u>
Total Fee:	\$14,600.00

Any tasks in addition to those specifically described above would be billed as extras using the attached time and material rates. However, no additional services would be performed without your prior approval or direction.

### **Extra Costs and/or Supplemental Services**

The above fees do not include costs for public presentations, supplemental analyses, survey work, preparation of right-of-way plats or easement descriptions, pavement marking and/or roadway signage plans, traffic signal timing or programming, traffic signal construction drawings, interconnect plans, traffic control plans (if required), roadway plans, construction staking, construction phasing, and/or construction review. If requested, we would provide supplemental proposals for these or other additional services.

In the absence of a contract for additional services, *any* tasks in addition to those specifically proposed above would be billed as *extras* on a time and materials basis using the attached fee schedule. However, no additional work would be performed without your direction or authorization.

### **Invoicing and Payment**

We will invoice you monthly for any additional services, and you agree to pay for these services within 30 days of the date of the invoice. You agree to pay all expenses incurred by CBB including but not limited to attorney fees, court costs and interest at the legal rate to collect any amount due under the terms of this agreement. Further, you agree to limit our liability to you due to any negligent act, errors, or omissions such that the total aggregate liability of our firm shall not exceed \$30,000.

7a



**Acceptance**

If the proposed scope of services, fees, payment terms and limits of liability described above meet your approval, please sign and return this letter for final execution in our St. Louis, Missouri office. A copy of the fully executed contract will be returned to you for your records.

We look forward to working with you on this project. Should there be any questions regarding this proposal, please contact me at 314-449-9572 or [swhite@cbbtraffic.com](mailto:swhite@cbbtraffic.com).

Sincerely,

A handwritten signature in blue ink that reads "Shawn White".

Shawn Lerai White, P.E., PTOE  
Associate - Senior Traffic Engineer



THE UNDERSIGNED HEREBY COMPLIES WITH ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT; FINAL EXECUTION OF THIS PROPOSAL WILL BE IN OUR ST. LOUIS, MISSOURI OFFICE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Entity

ACCEPTING FOR GEORGE L. CRAWFORD AND ASSOCIATES D/B/A CBB IN OUR ST. LOUIS, MISSOURI OFFICE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Contact Information**

**Proposal Number: P22-117**

Mr. John Nilges, P.E.  
Phone: 636-390-1015  
Email: [jnilges@washmo.gov](mailto:jnilges@washmo.gov)

7a





**2022 FEE SCHEDULE\***  
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$225.00
Principal		\$200.00
Senior Engineer	Level V	\$195.00
Senior Engineer	Level IV	\$190.00
Senior Engineer	Level III	\$185.00
Senior Engineer	Level II	\$180.00
Senior Engineer	Level I	\$175.00
Senior Planner	Level I	\$165.00
Project Engineer	Level V	\$165.00
Project Engineer	Level IV	\$160.00
Project Engineer	Level III	\$155.00
Project Engineer	Level II	\$150.00
Project Engineer	Level I	\$145.00
Project Planner	Level I	\$140.00
Staff Engineer	Level IV	\$130.00
Staff Engineer	Level III	\$125.00
Staff Engineer	Level II	\$120.00
Staff Engineer	Level I	\$115.00
Staff Planner	Level I	\$115.00
Jr. Engineer		\$95.00
Senior CADD Designer		\$100.00
CADD Tech	Level III	\$95.00
CADD Tech	Level II	\$85.00
CADD Tech	Level I	\$80.00
Construction Inspector		\$90.00
Field Tech	Level II	\$90.00
Field Tech	Level I	\$70.00
Senior Admin.		\$100.00
Marketing Spec.		\$90.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Special Prints or Plan Sheets	Actual Cost
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

\* Note: Effective January 1, 2022  
 Rates subject to change January 1 of each calendar year.



August 30, 2022

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

RE: Rabbit Trail/Hwy 100/ Phoenix Center Drive  
CMAQ Application / Traffic Study

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

Previously, the City Council authorized the Engineering Department to prepare for, and apply for, and Congestion Mitigation and Air Quality (CMAQ) grant in the next EW Gateway grant cycle. The application would be for the subject intersection.

CBB completed a Level of Service review of the intersection in 2021. That study looked into how the intersection was currently functioning and what options there were to improve the intersection. After receiving the results, staff worked towards finding a solution that mitigates issues.

After the 2021 traffic analysis was complete, it was announced that Starbucks was to be the commercial tenant. This was not factored into the 2021 study. Furthermore, this contract would look at the effects of adding a turn lane on WB Hwy 100 and a turn lane on SB International.

Once the study is updated with the new information, CBB would complete additional concept drawings with estimates, and will assist with completing the CMAQ application to EW Gateway. We anticipate the application deadline to be in mid-February of 2023 with an announcement of award in late spring of 2023. Should we be fortunate enough to be awarded the grant, construction would be in 2026-2027.

**Cost of the project:**

DESIGN costs ..... \$14,600.00

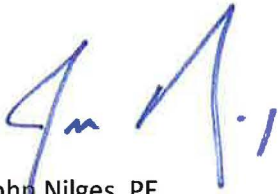
**Budget Information:**

This was not budgeted in 2022 and will require a budget amendment to the Transportation Sales Tax Fund.

A budget amendment of:      Expense:      \$15,000.00

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

Respectfully,

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

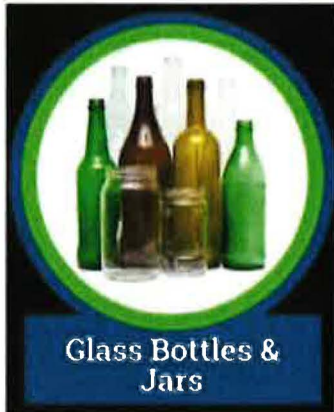
John Nilges, PE  
Public Works Director



WASTE CONNECTIONS  
*Connect with the Future*

Customer Care: 636-321-2100

## Single Stream Recycling Acceptable Items



### **ONLY ITEMS PICTURED ARE ACCEPTED IN RECYCLE TOTER**

**Requirements:** Items need to be clean of food waste, dry, and free of non-recyclable materials. **NO** plastic bags, plastic film, Styrofoam, yard waste, etc. **DO NOT BLOCK TOTER** with vehicle, etc. Place the Toter at the curb with the metal arm facing the street.

**DO NOT BAG recycling!** Items need to be loose in the Toter and the lid needs to close.

**Contaminated Toters will be Left or Removed!**

City of Washington contact for questions on Yard Waste & Recycling: 636-390-1032





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

WASHINGTON FAIRGROUNDS SWINE PAVILION  
EVENTS

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

ALL PARTICIPANTS WILL RECEIVE

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

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



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

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



# CITY OF WASHINGTON & MRC RECYCLING E-CYCLE COLLECTION EVENT



## Event Date & Time:

**Saturday – October 8, 2022 / 8:00 am – 1:00 pm  
(Rain or Shine)**

The drop-off event will be held at the Fairgrounds Swine Pavilion at 11 Fairgrounds St. Use the entrance off of Veterans Drive at the south gate going into the Fairgrounds, then exit out of the north Fairground gate onto North Park Drive.

## Acceptable Items:

Computers & components, Office Equipment, Communication Equipment, Electronic Equipment, Microwaves, Phones Vacuum Cleaners, (anything with a cord or battery, working or not working). NO alkaline batteries, light bulbs, media (CD, DVD, Cassette, VHS, Floppy Disk, etc.)

All appliances (washer, dryer, refrigerators, etc.) can be dropped off at the City of Washington's Recycle Center (400 Recycle Dr.) during normal operating hours.



**Don't forget to RECYCLE your CELL PHONES!**



## CHARGES FOR TV'S & MONITORS

**\$5.00 each = CRT MONITORS**

**\$30.00 each = CRT TV'S 26" or LESS**

**\$50.00 each = CRT TV'S 27" or GREATER**

**\$50.00 each = WOOD CONSOLE & TRUE**

**BIG SCREEN/PROJECTION TV'S**

**\$20.00 each = LED/LCD/PLASMA TV'S**

**\$10.00 each = ANY FREON CONTAINING UNIT**



For more information, contact Pam at 636-390-1032.