

**COUNCIL WORKSHOP MEETING  
MONDAY, OCTOBER 3, 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 September 6, 2022 Workshop minutes

Approve/Mayor

**2. PRESENTATIONS:**

**3. REPORT OF DEPARTMENT HEADS:**

A. Administration Department –

- a. Library HVAC Presentation
- b. ARPA Presentation

Discuss  
Discuss

B. Engineering Department –

- a. Airport Hangar Design & Construction Inspection
- b. Airport Hangar Construction
- c. Code Amendment – Street Excavation Permit
- d. Street Vacation - Washington School District

Discuss-Send to Council  
Discuss-Send to Council  
Discuss-Send to Council  
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  
SEPTEMBER 6, 2022**

The Council Workshop Meeting was held on Tuesday, September 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	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	Present
		Joe Holtmeier	Present

<b>Also Present:</b>	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Manager	Shauna Pfitzinger
	Street Superintendent	Tony Bonastia
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Emergency Management Director	Mark Skornia
	Police Chief	Jim Armstrong

**Approval of Minutes**

A motion to approve the minutes from the August 1, 2022 Workshop meeting as presented made by Holtmeier, seconded by Patke, passed without dissent.

**Report of Department Heads**

**A. Administration Department -**

**a. Budget Highlights**

*Memo*

*To: City Council*  
*From: Darren Lamb*  
*cc: Mayor*  
*Date: 8/22/22*  
*Re: Budget Highlights*

*Administration and Finance are proposing to include the following goals in this year's budget:*  
*General Fund*

- *Incorporate an 8% cost of living increase for all employees*
- *No merit increase*
- *Annual payment to commissioned Police Officers (anticipated at \$4,000)*

September 6, 2022

- *Additional Parks Maintenance Worker 1 position*
- *Replace 2 part time clerks and 1 part time shelver with 1 full time Library employee*
- *5% increase in sales tax*

*Local Use Tax Fund*

- *Prioritize existing private residentially served stormwater retention basins for potential City maintenance*
- *Utilize fund to slipline sanitary sewer mains to reduce infiltration*
- *15% increase in use tax*

*Water Fund*

- *Annual rate increase*
- *New water tower East end of town - \$600,000*

*Capital Improvement Sales Tax Fund*

- *Airport hangars - \$1,910,000 (City share \$320,680 and federal grant \$1,587,320)*
- *City Hall renovations - \$100,000 elevator replacement and \$150,000 for insulation of council chambers and 3<sup>rd</sup> floor, 2<sup>nd</sup> floor remodeling*
- *Downtown Washington utility burial - \$285,000*
- *New water tower East end of town - \$300,000 (see above for additional funds)*
- *Front and Main TIF infrastructure - \$1,000,000*
- *Skate park improvements - \$150,000*
- *Phoenix playground fence - \$15,000*
- *Library HVAC (savings from energy efficiency) - \$200,000 (see below for additional funds)*

*Transportation Sales Tax Fund*

- *Miscellaneous street construction - \$1,000,000*
- *Riverfront Trail Connection - \$400,000 (50/50 grant)*
- *Third Street overlay - \$907,990 (fed \$686,392 local 171,598)*
- *Jefferson Street resurfacing - \$100,000 (Total - \$1,469,925, fed \$1,175,940)*
- *Westlink Drive - \$467,750 (total \$547,750, fed \$438,200, city \$109,550)*
- *Front Street Reconstruction and ADA improvements - \$90,000 (Total 1,057,000, fed \$845,600, city \$211,400)*
- *High St. extension - \$400,000 (FC road and bridge - \$200,000)*
- *Earth Crest Extension - \$700,000 (FC road and bridge - \$500,000)*
- *Rabbit Trail Connection (road only) - \$500,000 (FC road and bridge \$250,000)*
- *Don Ave/Pottery Rd intersection - \$200,000*
- *S. Point Rd - \$150,000*
- *Second St. (Jefferson to Cedar) - \$825,000*
- *Main St. (Jefferson to Cedar) - \$50,000 (\$875,000 total)*

*Parks*

- *Riverfront playground (donation over 2 years \$85,000) - \$88,400*

*Library Development Funds*

- *New HVAC replacement - \$200,000*

*ARPA Funds*

- *Assist projects such as Library HVAC, Water Tower, Industrial Development dependent upon grants/as necessary*

September 6, 2022

City Administrator Darren Lamb presented to Council a PowerPoint Presentation regarding the cost of living increase for all employees. Topics included CPI, 6 Year Wage History, General Sales Tax Growth by Year, Merit Based Raises, Employee Involuntary Terminations, and Omitting Management or Salaried Positions from Proposed Adjustment. Discussions ensued regarding the cost of living increase and capital projects.

**B. Engineering Department -**

**a. Rabbit Trail & Highway 100 Traffic Study**

*August 30, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*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,*

September 6, 2022

John Nilges, PE  
Public Works Director

Public Works Director John Nilges discussed the Rabbit Trail and Highway 100 Traffic Study. After discussion, a motion to forward to Council made by Patke, seconded by Coulter, passed without dissent.

**b. Street Excavation/Right-of-Way Permit**

*\*Due to the essence of time, item 3Bb was skipped and discussed at the September 6, 2022 City Council Meeting.*

**C. Finance Department -**

**a. RFP – Auditing Services**

September 6, 2022

Honorable Mayor & City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: RFP – Auditing Services

Honorable Mayor & City Council:

*In July, the Finance Department contacted over 10 regional firms inquiring about governmental auditing services. In response, a Request for Proposals for Auditing Services was sent to eight regional firms.*

*One proposal was received from Sikich LLP which is the same firm the City has had in the past. Attached is a spreadsheet comparing both the qualifications and fee proposal for the current 5-year contract to the past 5-year contract. This firm appears to possess the qualifications, experience and adequate staffing to perform a quality audit and has stated in the proposal that they are able to meet the City's needs and time frame for field work and reporting requirements. In addition, the firm received a "pass" rating (which is the highest qualification that can be achieved) at their latest peer review.*

*The Finance Committee has reviewed the proposal submitted by Sikich LLP and is recommending this firm to perform the City's auditing services and prepare the annual comprehensive financial report. The agreement will be for five years and cover fiscal years 2022 through 2026. Either party may cancel the agreement by giving 90 days written notice prior to September 30.*

*If City Council concurs with this recommendation, I will prepare an ordinance for the City Council to approve at the October 3, 2022 City Council meeting.*

*Respectfully submitted,*

*Mary J. Sprung, CPA*

*Finance Director*

*\*Due to the essence of time, item 3Ca was skipped and discussed at the September 6, 2022 City Council Meeting.*

**Adjournment**

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

September 6, 2022



September 26, 2022

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

RE: Washington Regional Airport – Hangars  
Design / Inspection Contract Acceptance

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

CMT prepared the design documents under the original contract. As part of the design the City requested to bid two other alternates to add 2 and 4 additional hangars. In addition, the original bid documents were put on hold while steel and construction supply stabilized. During this time, the FAA changed their bidding requirements. When the City finally decided to bid the project, CMT was required to update the bid documents. This additional effort was not anticipated in the original scope of work and requires a Supplemental Agreement.

Furthermore, this Supplemental Agreement includes CMT’s inspection services during the Construction Phase of the project.

Approval is recommended.

**Cost of the project:**

Original Design Contract .....	\$64,464.53
Supplemental Design.....	\$20,127.22
<b>TOTAL.....</b>	<b><u>\$84,591.75</u></b>

**Construction services .....** **\$95,865.27**

**TOTAL DESIGN + CONSTRUCTION INSPECTION = \$180,457.02**

**Budget Information:**

This project will be paid from multiple funding sources.

Capital Improvement Sales Tax .....	\$40,062.67
FAA Airport Entitlement Funding .....	\$140,394.35
BUILD Funding (Infrastructure bill).....	\$0.00

This means the City will fund approximately 10% of the total cost to design / inspection the hangars.

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

Respectfully,



John Nilges, PE  
Public Works Director

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 CONSTRUCTION SERVICES BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI, AND CRAWFORD, MURPHY & TILLY, INC.

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Aviation Project Consultant Supplemental Agreement No. 1 Construction Services by and between the City of Washington, Missouri and Crawford, Murphy & Tilly, Inc., a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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



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

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

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

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

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

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

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

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

**EXHIBIT A**

Airport Name: Washington Regional Airport  
Project No.: 20-054A-1  
County: Franklin

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1  
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Washington (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on August 3, 2020, to accomplish a project at the Washington Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 (SA 1) to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under SA 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (9) of the Original Agreement.

(B) The costs of SA 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9) of the Original Agreement shall remain the same as follows:

<b>Design &amp; Bidding Phase Services</b>			
	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Lump Sum	\$64,464.53	\$20,127.22	\$84,591.75
Max. Fee Payable	\$64,464.53	\$20,127.22	\$84,591.75

D) For and in consideration of the Additional Design and Bidding Phase Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **\$2,625.29** for a total not to exceed amount of **\$20,127.22**.

For and in consideration of the Construction Phase Administration Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **\$10,237.88** for a total not to exceed amount of **\$95,865.27**.

<b>Construction Phase Services</b>			
	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$0.00	\$10,237.88	\$10,237.88
Max. Fee Payable	\$0.00	\$95,865.27	\$95,865.27

(D) Estimated costs for the services in SA 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 120 calendar days. The projected completion date shown on Exhibit VI is now revised to 60 days after construction final acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in SA 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this SA 1 by dollar value. The DBE firms which the

Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical, Inc.	Materials Testing	14,000.44	14,000.44	14.60

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this SA 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this SA 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this SA 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this SA 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CONSULTANT**  
Crawford, Murphy & Tilly, Inc.

**SPONSOR**  
City of Washington, Missouri

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

By: Ty Sander, P.E. By: \_\_\_\_\_

Title: Vice President Title: \_\_\_\_\_

ATTEST:

ATTEST:

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

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

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

**EXHIBIT II - SA1**  
**SCOPE OF SERVICES**

1. Preliminary
  - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
  - b. Develop a Federal-Construction Observation Program in accordance with MoDOT requirements.
  - c. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
  - a. Provide construction observation services based on 9-hour work days, for 15-days including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
  - b. Review shop drawings and material certification submittals as provided by the Contractor.
  - c. Perform material(s) testing (field and laboratory) as required by the COP.
  - d. Respond to field issues throughout the duration of the project.
  - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
  - f. Prepare change orders and supplemental agreements necessary for construction of the project.
  - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
  - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings in .pdf format copied to a single file.
  - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
  - c. An as-built Airport Layout Plan (ALP) is not part of this scope of work as nothing on the ALP is changing.
  - d. Provide MoDOT with all closeout documents as required for project final acceptance.



July 25, 2022

Mr. Tom Morris  
**Crawford, Murphy, & Tilly**  
One Memorial Drive  
St. Louis, Missouri 63102

**Re: Proposal for Material Testing Services**  
**Washington Regional Airport: T-hangers and**  
**Pavement**  
**Washington County, Missouri**  
**TSi Proposal No: SLM22079.00**

Dear Mr. Morris:

TSi Geotechnical, Inc. (TSi) , a **M/D/WBE** firm, is pleased to submit this proposal to Crawford, Murphy, & Tilly (CMT) to provide material testing and inspection services for the Washington Regional Airport: T-hanger and Pavement project in Washington County, Missouri

## 1.0 PROJECT UNDERSTANDING

We understand the proposed consists of the construction of 8 new T-hangers along with construction of new Taxi lanes and aprons to service hangers. TSi understands that the site has been raised via placement of shot rock, as indicated in TSi's Geotechnical Engineering Report dated December 2020.

## 2.0 SCOPE OF SERVICES

We propose to provide construction observation soil and material testing services for the new construction. The following are construction testing services that we anticipate could be performed during the construction phase of the project:

- Evaluate earth fill and crushed stone aggregates to be used as fill and/or backfill. This evaluation would include the performance of Standard Proctor tests in accordance with ASTM D 698.
- Observe the proofroll of site and placement of earth fill and backfill, or crushed stone aggregate, and test for in-place density using a nuclear moisture density gauge (ASTM D 6938) in areas that would support foundations and pavements to assess the degree of compaction being obtained.

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- Verify placement of reinforcement steel prior to placement of concrete.
- Perform quality control tests on concrete delivered to the project site. This would include slump (ASTM C 143), air entrainment (ASTM C 173 or C 231), temperature test (ASTM C 1064), and preparation of test cylinders (ASTM C 31). *For T-Hangers:* Three (3) test cylinders will be cast for every 50 cubic-yards or fraction thereof for each day's placement. *For Taxiway/apron:* one (1) set of three (3) 4x8 cylinders will be cast per subplot. TSi will also perform concrete compressive strength tests (ASTM C 39) on test cylinders made in the field.

### 3.0 STAFFING & DOCUMENTATION

A Technician will perform the on-site construction documentation and materials testing services. Our Construction Services Manager will perform daily supervision of the technician's activities. Supervision would consist of reviewing daily field reports and daily communications with the field technicians in order to establish that construction is being performed in accordance with the project plans, specifications, and good engineering and construction practices.

TSI will document data and pertinent observations made in the field using our reporting software. Concrete Reports will be prepared for each set of cylinders tested in our laboratory. After office review and approval, final copies of field and laboratory reports will be sent to all designated parties involved in the project on a weekly basis.

#### 4.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. For purpose of estimate, it is assumed that proctor for P-152 and P-208 will not be able to be obtained in one trip.
2. For estimating purposes, as full plans were not provided. It is assumed that fill placement will happen and TSi will be called out once ready to test. As thus only 2-trips are budgeted for P-152 compaction.
3. For estimating purposes, as full plans were not provided. It is assumed that P-208 placement will happen and TSi will be called out once ready to test. As thus only 3-trips are budgeted for P-152 compaction.
4. It is assumed for P-501 concrete that it will be placed in three (3) pours.
5. Per RFP, for hanger construction; 1-trip will be required to test concrete for footings and 1-trip for slab-on-grade.
6. Due to variability in actual construction schedule, actual number of trips required to perform aforementioned scope of work could vary.

## 5.0 ESTIMATED COST

We propose to perform the field, laboratory, and supervisory services on a time and expense basis in accordance with the attached Schedule of Fees.

TSi estimates the cost associated with the construction and materials testing services to be: \$14,000.00.

This estimate is based on review of the RFP and specs provided via email on July 19, 2022. TSi has estimated approximately 18 trips to perform the previously described scope of services. A breakdown of cost is included in the attached Summary of Time and Materials Estimate. If additional trips greater than the estimated 18 are required, then additional charges will incur above the previously estimated dollar amount. This cost estimate is based only upon initial testing. Retests of failed areas will be performed in accordance with the attached Summary of Unit Rates.

## 7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined previously. CMT and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.


This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,  
TSi GEOTECHNICAL, INC.



Andrew DeCluc, P.E.  
Area Manager/Testing Services Manager



Denise B. Hervey, P.E.  
Principal

**Tsi Geotechnical Inc.**  
**Summary of Time and Materials Estimate**  
**Washington Regional Airport T-Hanger and Taxilane**  
**Marthasville, MO**

7/25/2022

**Assumptions:**

1. Two (2) trips at three (3) hours to obtain proctor sample
2. Two (2) trips at six (6) hours to test compaction of embankment fill.
3. Three (3) trips at six (6) hours to test compaction of P-208 rock,
4. Three (3) days at ten (10) hours to test concrete for P-501 concrete.
5. Three (3) 4x8 cylinders cast per subplot.
6. One (1) trip at eight (8) hours to test concrete for hanger footings.
7. One (1) trip at eight (8) hours to test concrete for hanger slab.
8. One set of three (3) cylinders cast per 50 CY for hanger.
9. Five (5) trips at three (3) hours to pick-up samples and return to lab.
10. One (1) trip by PM at four (4) hours for precon meeting.

**Construction Phase**

Field Inspector	91	Hours	@	\$ 25.00	\$ 2,275.00
Field Inspector, OT	6	Hours	@	\$ 37.50	\$ 225.00
Proj. Assistant	7	Hours	@	\$ 18.00	126.00
Proj. Manager	<u>14</u>	Hours	@	\$ 50.00	<u>700.00</u>

Sub Total 118 \$ 3,326.00

Total-Construction Phase \$ 3,326.00

General and Administrative Expense 191.34% \$ 6,363.97

Sub Total for TSi Labor Fee \$ 9,689.97

Fixed Fee 0.1475 x \$ 9,689.97 \$ 1,429.27

Sub Total \$ 11,119.24

Other Direct Costs

Trip Charge	18.00	trips	x	\$ 80.000	\$ 1,440.00
Compressive Strength	42	tests	x	\$ 16.00	\$ 672.00
Cylinder molds	42	tests	x	\$ 1.60	\$ 67.20
Standard Proctor(A/B)	1	tests	x	\$ 210.00	\$ 210.00
Standard Proctor ( C)	1	tests	x	\$ 220.00	\$ 220.00
Atterberg Limit	1	tests	x	\$ 90.00	\$ 90.00
Gradation	1	tests	x	\$ 90.00	\$ 90.00
Deleterious	1	tests	x	\$ 75.00	\$ 75.00

**Total \$ 14,000.44**



To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are made a part of the agreement for the TSI Geotechnical, Inc. (Engineer) services, as described in a separate proposal to the Client:

#### **AMENDMENTS**

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

#### **COMPENSATION FOR ENGINEERING SERVICES**

The basis for compensation will be as identified in the proposal.

- When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the proposal) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Client.
- When "Time and Materials" is utilized, it shall be computed by a multiplier factor times salary cost plus reimbursable expenses.
  - The "Salary Costs" means the direct labor and wages paid to all engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, Workmen's Compensation, incentive and holiday pay applicable thereto.
  - "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.
  - The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

#### **TIME OF PAYMENT**

The Engineer may submit monthly invoices for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the date of the Engineer's invoice.

#### **LATE PAYMENT**

If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days, a service charge of 1.5 % per month will be added to the Client's invoice. This is an annual rate of 18 %.

#### **WAIVER OF SUBROGATION**

To the extent damages are covered by property insurance during construction, Client and Engineer waive all rights against each other and against the Owner, Client, Engineer, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Engineer, Client, or Owner, as appropriate, to the extent as allowed by law, shall require of the Contractor, other consultants, subcontractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

#### **LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Engineer's liability to Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to,



## TERMS AND CONDITIONS

### LIMITATION OF LIABILITY, Continued

claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Client or the Owner and for which legal liability may be found to rest upon Engineer, so that the total aggregate liability of the Engineer to Client shall not exceed \$50,000.00, or Engineer's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that Client will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

### TERMINATION

Either party may terminate this agreement upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of salary cost times a multiplier of 2.55 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

### REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of these services with respect to the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting there from. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

### ESTIMATES OF COST FOR CONSTRUCTION PROJECTS

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.



**EXHIBIT IV**  
**DERIVATION OF CONSULTANT PROJECT COSTS**  
**WASHINGTON REGIONAL AIRPORT**  
**WASHINGTON, MISSOURI**  
**CONSTRUCT 12-UNIT T-HANGAR AND ASSOCIATED TAXILANES**  
**SUMMARY OF COSTS**  
September 23, 2022

<u>Basic Services</u>	<u>Fee</u>	<u>Hours</u>
<u>Design Phase</u>	<u>\$20,127.22</u>	<u>153</u>
<b>Total</b>	<b>\$20,127.22</b>	<b>153</b>

Exhibit IV - 1

**EXHIBIT IV**

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**WASHINGTON REGIONAL AIRPORT**  
**WASHINGTON, MISSOURI**  
**CONSTRUCT 12-UNIT T-HANGAR AND ASSOCIATED TAXILANES**  
**SUMMARY OF COSTS**  
 September 23, 2022

<b>1</b>	<b><u>DIRECT SALARY COSTS:</u></b>			
	<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
	Principal	0	\$81.02	\$0.00
	Project Engineer II	12	\$65.10	\$781.20
	Project Manager I	43	\$51.32	\$2,206.76
	Senior Engineer I	65	\$37.58	\$2,442.70
	Engineer I	37	\$29.53	\$1,092.61
	Senior Planner I	0	\$40.50	\$0.00
	Planner I	0	\$30.74	\$0.00
	Land Surveyor	0	\$41.23	\$0.00
	Senior Technician I	0	\$36.60	\$0.00
	Technician II	0	\$30.67	\$0.00
	Admin /Accounting Assistant	6	\$21.04	\$0.00
		<u>157</u>		
	Total Direct Salary Costs			= \$6,523.27
<b>2</b>	<b><u>LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:</u></b>			
	Percentage of Direct Salary Costs @		<u>168.10 %</u>	= \$10,978.66
<b>3</b>	<b><u>SUBTOTAL:</u></b>			
	Items 1 and 2			= \$17,501.93
<b>4</b>	<b><u>PROFIT:</u></b>			
	15 % of Item 3 Subtotal			= \$2,625.29 Fixed Fee
			Subtotal	= \$20,127.22
<b>5</b>	<b><u>OUT-OF-POCKET EXPENSES:</u></b>			
	a. Mileage	Miles @	\$0.580 / Mile =	\$0.00
	b. Vehicle	Days @	\$12.00 / Day =	\$0.00
	c. Meals	Days @	\$32.00 / Day =	\$0.00
	d. Motel	Nights @	\$105.00 / Night =	\$0.00 (\$96 + tax per GSA.gov)
	e. Printing and Shipping		=	\$0.00
	Total Out-of-Pocket Expenses			= \$0.00
<b>6</b>	<b><u>SUBCONTRACT COSTS:</u></b>			
	a. BFA, Inc. - Topographic Survey			=
	b. Tsi Geotechnical, Inc. - Geotechnical Services			=
				= \$0.00
<b>7</b>	<b><u>MAXIMUM TOTAL FEE:</u></b>			
	Items 1, 2, 3, 4, 5 and 6			= \$20,127.22 Not to Exceed

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

WASHINGTON REGIONAL AIRPORT  
MARTHASVILLE, MO

CONSTRUCTION PHASE SERVICES

September 23, 2022

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Motel	Miles
Initial site inspection	2	0	0	220
Design report review meeting	2	0	0	220
Field review of plans	1	0	0	220
Pre-Bid Meeting	2	0	0	220
TOTAL =		0	0	880

Exhibit IV - 3

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

WASHINGTON REGIONAL AIRPORT  
WASHINGTON, MISSOURI

SUMMARY OF COSTS

September 23, 2022

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Hotels	V Days	Trips	Miles	Motel
Pre Design Meeting	2	2	0	0	1	108	0
Site Visits	2	4	0	0	2	216	0
PreBid	2	2	0	0	1	180	0
Bid Opening	2	2	0	0	1	180	0
TOTAL =	10	0	0	0	5	684	0

SPECIAL SERVICES

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Hotels	V Days	Trips	Miles	Motel
TOTAL =				0		0	0

Exhibit IV - 4

Exhibit V

WASHINGTON REGIONAL AIRPORT  
WASHINGTON, MISSOURI

SUMMARY OF COSTS  
CONSTRUCT 12-UNIT T-HANGAR AND ASSOCIATED TAXILANES

September 28, 1998

Rate:	Principal \$249.98	Project Engineer II \$200.88	Project Manager I \$158.35	Senior Engineer I \$115.95	Engineer I \$91.11	Senior Planner I \$124.96	Planner I \$94.85	Land Surveyor \$127.21	Senior Technician I \$112.93	Technician II \$94.83	Administrative/ Accounting Assistant \$64.92	Other Costs
<b>SERVICES</b>												
by Phase:												
to inspection, field evaluation & attend keeping existing reference cost estimates												
Phase:												
management (status reports, project coordination, scheduling) Finalist, Categorical Exclusion Process												
governmental investigation, add results to project manual plan												
set the Block												
ents, Sum of Quantities Sheets												
in, Safety and Phasing Plan (SPP)												
in Phasing Plans												
ans												
Along Sections												
Along Phase Plans and Drawings		8		12	8							
Quantity Typical Sections				21	21							
ing and Drainage Details												
vertical Marking Plans												
Marking Details												
typical and Details		4										
30% cost estimates			2	2								
object technical specifications			8	8	8							
additions to Standards (NOS) as necessary			21	8								
set and contract documents				8								
RFI control review				18								
control/ADOT comments and seal sheets												
\$ =	153	0	12	39	85	37	0	0	0	0	0	1,125,000.00
\$19,493.84	\$0.00	\$2,410.35	\$8,175.47	\$7,538.83	\$3,271.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase												
to contractors and answer questions												
re-land meeting and send out minutes												
attendance												
to construct bid opening												
is and record award												
\$ =	4	0	0	4	0	0	0	0	0	0	0	1,125,000.00
\$823.38	\$0.00	\$0.00	\$823.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL =</b>												
												\$20,127.22
<b>TOTAL =</b>												\$20,127.22



September 26, 2022

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

RE: Washington Regional Airport – Hangars  
Contract Acceptance

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

In July the City and CMT solicited bids to construct hangars at the Washington Regional Airport. There were two additive alternates, however; the City Council directed staff to not accept the alternates and construct the base bid of 8 hangars.

After review with the FAA and MoDOT, we are ready to move forward with construction.

Approval is recommended.

**Cost of the project:**

CONSTRUCTION cost ..... \$1,772,970.00

**Schedule to complete the project:**

Completion after Notice to Proceed..... 220 calendar days

**Budget Information:**

This project will be paid from multiple funding sources.

Capital Improvement Sales Tax .....	\$143,964
FAA Airport Entitlement Funding .....	\$562,411
State Aviation Trust Funding .....	\$553,795
BUILD Funding (Infrastructure bill).....	\$512,800

This means the City will fund approximately 8.1% of the total cost to construct the hangars.

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

Respectfully,



John Nilges, PE  
Public Works Director

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND K.J.U., INC., D/B/A/ K.J. UNNERSTALL CONSTRUCTION CO.

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Agreement by and between the City of Washington, Missouri and K.J.U, Inc., d/b/a/ K.J. Unnerstall Construction Co., a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said - Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

SECTION 3: Employment of Unauthorized Aliens Prohibited.

(a) Contractor agrees to comply with Missouri Revised Statute section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

(b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.



(c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

SECTION 4: Construction Safety Program Requirements.

(a) Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.

(b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.

(c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a).

(d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing City as a result of any violation of this section.

SECTION 5: Anti-Discrimination Against Israel Act. Contractor agrees to comply with Missouri Revised Statute section 34.600 in that it shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for

the duration of the contract. As a condition of the award of this contract, Contractor shall execute the certificate in the form marked Exhibit B attached hereto and incorporated herein by reference.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall be in full force and effect from and after its passage and approval.

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

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

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

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

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

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

**EXHIBIT A**



**(\$1,772,970.00)**  
(Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

**Article 4 – Payment**

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

**Article 5 – Contract Time**

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **Two Hundred and Twenty (220)** calendar days of the commencement date stated within the Notice to Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

**Article 6 – Liquidated Damages**

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **Seven Hundred Fifty Dollars (\$750.00)** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

**Article 7 – CONTRACTOR’S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

**Article 8 – CONTRACTOR’S Certifications**

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

**a. Certification of Eligibility (29 CFR Part 5.5)**

- i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

**b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

**Article 9 – Miscellaneous**

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**Article 10 – OWNER’S Representative**

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Crawford, Murphy & Tilly, Inc.**  
**One Memorial Drive, Suite 500**  
**St. Louis, MO 63102**

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

**OWNER**

**CONTRACTOR**

Name: City of Washington, Missouri

Name: K.J. Unnerstall Construction, Co.

Address: 405 Jefferson

Address: 4923 South Point Road

Washington, Missouri 63090

Washington, MO 63090

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title of Representative*

\_\_\_\_\_  
*Title of Representative*

**ATTEST:**

**ATTEST**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*





Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



September 27, 2022

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

RE: CODE REVISION  
Street Excavation Permit REVISED to Right-of-Way Permit

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

The City is, and will be, experiencing a substantial increase in utility work within the Right-of-Way and public utility easements. This increase is mainly due to the amount of investment being put into infrastructure, specifically electric and internet/communication. The utility work includes directional boring of conduit.

While an effective means to not disrupt the surface (yards, pavement, etc), directional boring has its risks. Specifically, one cannot certain the elevation and location of other buried utility, especially private sewer and water line. The City does not locate private utilities.

Furthermore, the City has a statutory requirement to locate public utilities, via the Missouri One-Call system, within a set amount of days. Currently, we are operating and completing locates at max production. We do not have any additional manpower or man-hours to dedicate to locates without pulling from some other project. If an excavator requests a locate multiple times, and we do not respond due to lack locator availability, the excavator can proceed without locates. If a line is struck, it's very possible we are in violation of state statute and could be considered negligent or liable for damages.

Gateway Fiber has indicated in their initial phase they would like to bore 19,000 lineal feet of conduit at a rate of 1,000 lineal feet / day. That would take around 8 bore rigs to complete.

Currently, we have no ordinance that would prevent them from boring all 19,000 feet. This ordinance provides the requirements, fees, and framework necessary to ensure the City can protect our infrastructure, while providing a path to success for any excavator. The ordinance also modifies the excavator fee / permit to match the current market conditions.

With this permit, at any given moment, a directional boring contractor can only have 10 open permits, each with a max distance of 2000 lineal feet per permit.

3Bc

**Cost of the project:**

While there are no direct costs to the City, via manpower availability, the requirement for locating and the sheer number of locates needed to complete could have a substantial cost to public works. As stated, we have a statutory requirement to complete locates. Since we are already operating a max capacity without the boring project, we will now have to pull more manpower from other projects to keep up. Furthermore, the administration side of permitting and inspections will have to shift manpower.

Unfortunately, we aren't yet certain how this will affect other projects, but we are certain it will take man-hours, and those man-hours will need to be taken from some other project.

**Budget Information:**

At this time, it's very difficult to estimate budget implications. All labor and man-hours are included in the operational budget. Depending on schedule and other City project, we may need to consider increasing the overtime budget at a future date.

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

## Right-of-Way Permit Application

Date: \_\_\_\_\_  
 Premise Address: \_\_\_\_\_  
 Applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contractor Name (Business License Required) \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Purpose of Permit** (please check one): Estimated cost of project: \$ \_\_\_\_\_  
 Sewer Line Repair/Replacement  Water Line Repair  Curb Cut for Driveway   
 Sewer Line Tap  Water Line Tap  Natural Gas   
 Communication  Other (Please specify)  \_\_\_\_\_

**Open Cut Excavation Deposit** - meet with City to determine dimensions

Asphalt: L: \_\_\_\_\_ x W: \_\_\_\_\_ = A: \_\_\_\_\_ sf ÷ 9 = \_\_\_\_\_ sy x \$75/sy = \$ \_\_\_\_\_  
 2" temporary cold patch asphalt required per 505.680 A.2.  
 Curb & gutter replacement: L: \_\_\_\_\_ x \$25/lf = \$ \_\_\_\_\_  
 Concrete: L: \_\_\_\_\_ x W: \_\_\_\_\_ = A: \_\_\_\_\_ x \$15/sf = \$ \_\_\_\_\_  
 Turf: L: \_\_\_\_\_ L: \_\_\_\_\_ x W: \_\_\_\_\_ = A: \_\_\_\_\_ x \$5/sf = \$ \_\_\_\_\_

**Deposit Amount Total:** \$ \_\_\_\_\_

**Non Refundable Inspection**

**Non-refundable inspection fee:** \$ 30.00

**Subsurface Boring Excavation Deposit** - Provide Detailed Plan with Dimensions

Asphalt: L: \_\_\_\_\_ x \$20/lf = \$ \_\_\_\_\_  
 Curb & gutter replacement: L: \_\_\_\_\_ x \$25/lf = \$ \_\_\_\_\_  
 Concrete: L: \_\_\_\_\_ x W: \_\_\_\_\_ = A: \_\_\_\_\_ x \$15/sf = \$ \_\_\_\_\_  
 Turf: L: \_\_\_\_\_ L: \_\_\_\_\_ x W: \_\_\_\_\_ = A: \_\_\_\_\_ x \$5/sf = \$ \_\_\_\_\_

**Deposit Amount Total:** \$ \_\_\_\_\_

**Non Refundable Inspection**

**Non-refundable inspection fee:** L: \_\_\_\_\_ ÷ 100 x \$20 = \$ \_\_\_\_\_

Paid by: \_\_\_\_\_

Deposit, excluding actual asphalt patch cost retained by the City of Washington to be refunded at the end of the warranty period, six (6) months maximum.

By signing below, the applicant/contractor has agreed to comply with the terms listed in the City of Washington's Municipal Code Sections 505.810 through 505.845. All work must comply with current ADA Regulations.

Applicant Signature: \_\_\_\_\_

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

Notes: \_\_\_\_\_

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

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

AN ORDINANCE AMENDING SECTIONS 505.650, 505.660, 505.670, 505.680, 505.690, AND ADDING THERETO A NEW SECTION 505.665 OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 505.650 of the Code of the City of Washington, Missouri is herreby amended to read as follows:

No person shall make or cause to be made, or help, aid or assist therein, any excavation or subsurface directional bore on any public street, highway, alley or other public place or any public easement or right-of-way without first having made application for a Right-of-Way Permit to the City Engineer for a permit for such excavation or subsurfacet directional bore and receiving from the City Engineer a written permit to proceed. Before such permit shall be granted, the applicant shall deposit an amount based on the City Engineer's estimated cost of restoration of the affected Right-of-Way or easement. Such deposit may be used to restore the street, highway, alley or other public place, public easement or right-of-way in as good condition as it was before the excavation was made and in accordance with the conditions provided in this Article. In addition to such deposit the applicant shall pay an equal amount to compensate the City for the restoration of any excavated pavement. A permit fee of thirty dollars (\$30.00) shall also be paid for all work that is not considered a subsurface directional bore. A permit fee of \$20 per 100 lf shall also be paid for all subsurface directional bores.

SECTION 2: Section 505.660 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

The deposit shall be returned to the depositor not later than six (6) months after the work shall have been completed, inspected, and the place restored to its original condition and in accordance with the provisions of this Article. This maximum six-month time frame

shall serve as a warranty period. Factors that will determine the length of deposit time shall include the extent of backfill required, the type of pavement restoration, and the traffic conditions the excavation or subsurface directional boring will experience. If the restored excavation subsurface or directional boring fails due to backfill settlement the deposit will be forfeited. The City shall thereafter cause the excavation or subsurface directional boring to be restored utilizing the forfeited deposit to pay for the costs of restoration. If the deposit is not sufficient to pay the entire costs thereof, the depositor shall be required to pay the balance thereof. No excavation or subsurface directional bore permits shall be issued to anyone with a balance due to the City. Any excess deposit shall be returned to the depositor.

SECTION 3: Section 505.665 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

1. The utility provider, contractor and sub-contractor for any excavation or subsurface directional boring work must be co-listed on Right-of-Way Permit and all such parties (collectively, the "Permittee") shall submit a certificate of insurance (COI) for every permit applied for. The utility provider, contractor, and sub-contractor shall be listed as insureds on the Certificate of Insurance (COI) covering the work.
2. Each Right-of-Way permit applied for shall not exceed 2000 lineal feet per permit.
3. Each Permittee shall hold no more than ten (10) Excavation Permits involving active directional boring at any specific time. Provided, however, each Permittee may apply for an additional five (5) permits, but such permits shall not be issued by the City until the active directional boring under existing permits has been completed by the Permittee. For example, if Permittee is conducting directional boring under ten (10) permits and completes the active directional boring under one (1) such permit, one (1) additional permit may be issued by the City. The purpose of this provision is to limit Permittee's active directional boring to ten (10) permits at any given time. "Active directional boring" shall include all work

where directional boring is taking place and does not include projects where the directional boring has been completed and the Permittee is taking final steps such as site restoration.

4. All boring equipment shall be calibrated in accordance with the manufacturer's specifications. In addition, the calibration shall be checked at a minimum of once per day and at any time the location for the boring head is determined to be unknown during operations. Such check shall be conducted to ensure that the equipment is correctly calibrated and functioning properly. The supervisor on duty shall keep a log on the project site indicating the performance of any calibrations or checks, including a signature verifying that the check was witnessed. This log will be made available to City Inspector upon request at any time. Failure to produce confirmation and proof of calibrations/checks will result in a Tier 1 Violation, with a protocol as outlined below.
5. All utility crossings shall occur at the pothole. If the boring equipment is determined to be crossing the utility in question at a different location than the intended pothole, a new pothole at the current location shall be dug and the utility shall be exposed at the new crossing location. In addition, the depth of the boring equipment shall be noted upon the ground in white spray paint at all utility crossing locations. All information obtained by the Permittee regarding the actual location of any City utilities at the site of any pothole and utility crossing shall be provided to the City within thirty (30) days of the utility crossing.

SECTION 4: Section 505. 670 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Every person who shall cause to be made any excavation or subsurface directional boring in or adjoining any public street, highway, alley or public place or on any public easement or right-of-way shall follow all guidelines for signage and barricading according to the current edition of the Manual on Uniform Traffic Control Devices. A traffic control plan shall be approved by the City Engineer prior to any excavation or subsurface directional boring under the jurisdiction of this permit. Such plan shall address

traffic control and restoration during all excavation and subsurface directional boring activities. Portable plates may be required to restore traffic prior to the completion of pavement restoration.

SECTION 5: Section 505.680 of the Code of the City of Washington, Missouri is amended to read as follows:

A. Excavations or subsurface directional boring in any surfaced street or alley, whether a permanent or temporary surfacing exists on the street or alley at the time the excavation or subsurface directional boring is made, shall be made to minimize effect on existing pavement, and all materials removed from the excavation or subsurface directional boring shall be disposed of at some different location other than its origin. Such excavations or subsurface directional boring and related pavement shall be restored per Figures A, B or C at the end of this Section. The applicant shall be responsible to place backfill as specified. Such placement shall only be accomplished after proper notice has been provided to the City Engineer. Such notice shall be given to allow for the proper inspection services to be provided. Any backfill placed without proper notice being provided shall be removed and restored under the City's inspection. The pavement shall be restored by the City. If the initial payment is not sufficient, the applicant shall be required to pay the balance. Any excess amount shall be returned to the applicant. A sequence of required events, as stated herein, can be found on Figure D.

1. Backfill.

a. Existing Asphalt Pavement.

(1) Minimum thickness four (4) inches or match existing thickness.

b. Existing Concrete Pavement.

(1) Minimum thickness six (6) inches or match existing thickness.

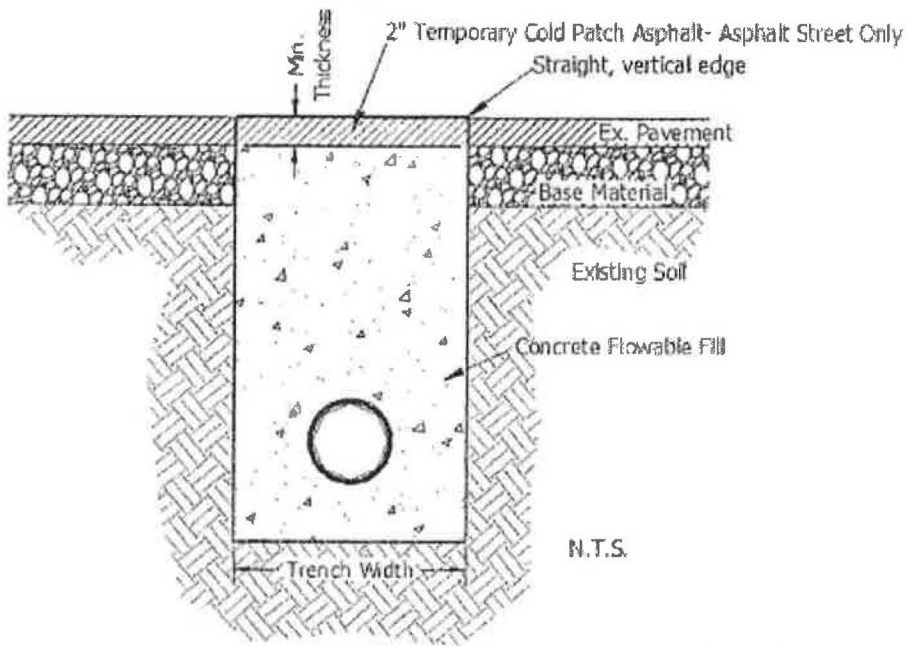
(2) Replace concrete a minimum of eight (8) feet from joint.

(3) Dowel with five-eighths (5/8) inch diameter rebar eighteen (18) inches long on eighteen-inch centers for concrete equal to or greater than seven (7) inches thick.

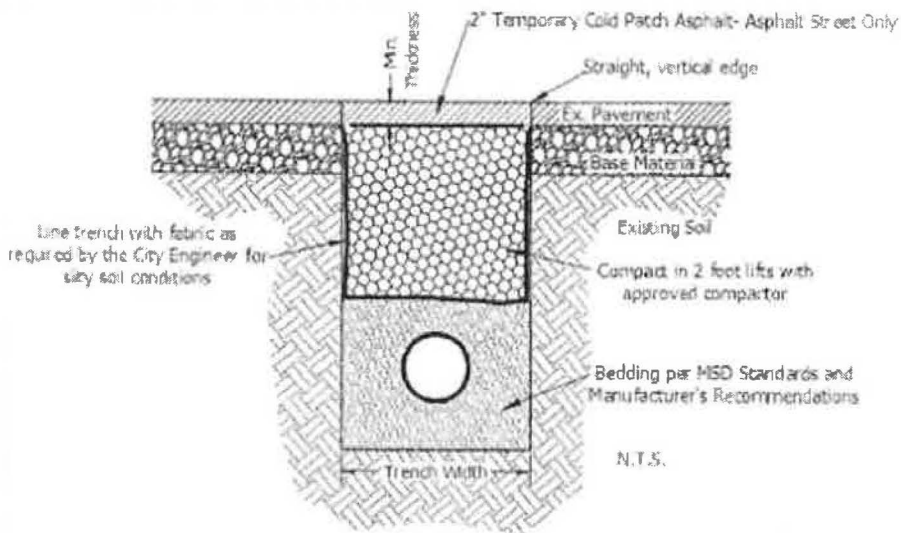
2. Figures.



**FIGURE A. FLOWABLE FILL**

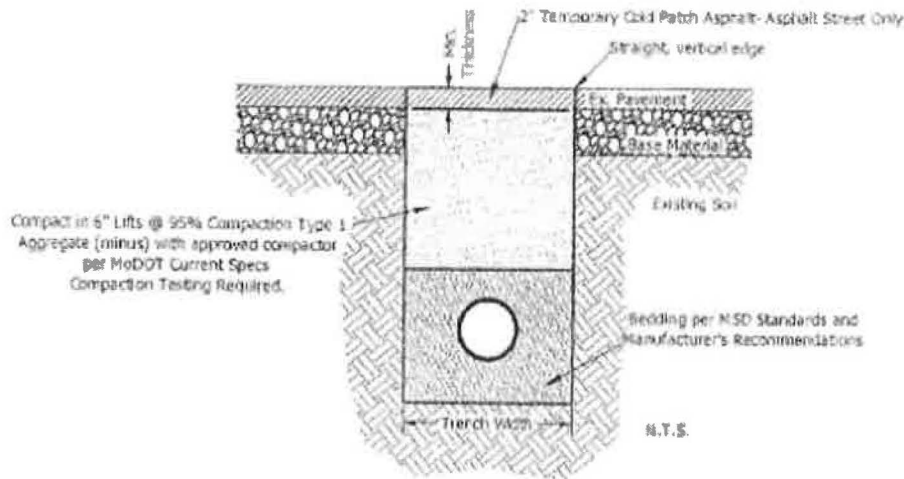


**FIGURE B. ONE-INCH CLEAN ROCK BACKFILL**



**FIGURE C. TYPE (1) ROCK BACKFILL**

**FIGURE C. TYPE (1) ROCK BACKFILL**



**FIGURE D**

- A. City receives application (street excavation permit).
- B. City Engineer establishes the cost for pavement restoration.
- C. Applicant provides payment of twice the cost of pavement restoration. One-half (1/2) of this shall be utilized for initial pavement restoration. The remaining one-half (1/2) of the payment shall serve as a warranty as specified herein. The inspection fee shall also be paid.
- D. Applicant notifies City when backfill operations will occur.
- E. Applicant places backfill with City inspector present. See Figures A, B, and C above.
- F. City completes final pavement restoration. If the initial payment is not sufficient, the applicant shall be required to pay the balance. Any excess amount shall be returned to the applicant.
- G. After the required warranty period, the City shall:
  - a. Return the deposit amount if it has been demonstrated that the right-of-way was properly restored.
  - b. If the restored right-of-way has failed during the warranty period, the deposit

## **FIGURE C. TYPE (1) ROCK BACKFILL**

shall be forfeited. The City shall thereafter cause the excavation to be restored.

If the deposit is not sufficient, the depositor shall be required to pay the balance.

Any excess deposit shall be returned to the depositor.

SECTION 6: Section 505.650 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A tiered violation protocol is hereby established. Depending on the nature of an incident or violation, the following protocols and procedure shall apply:

- 1) Tier 1 Violations including violations of regulations and applicable law not otherwise included in Tier 2, striking, or otherwise damaging a utility facility other than a gas line, and shovel strikes to a gas line.
  - a. Upon the occurrence of a Tier 1 Violation, a report on the incident including but not limited to information on the cause, person(s) responsible, etc., shall be submitted to the City from the Permittee.
  - b. City Staff shall be allowed ten (10) days from the time of the report submittal to review the report and make any suggestions regarding further conditions or requirements for any work moving forward. Permittee shall comply with any additional conditions or requirements designed to prevent such violation from occurring again.
  - c. City staff may impose further permit conditions and requirements if such conditions and requirements are designed to prevent a similar violation from occurring.
- 2) Tier 2 Violations including striking or otherwise damaging a gas utility (excluding shovel strikes)
  - a. Upon the occurrence of a Tier 2 Violation, a report on the incident including but not limited to information on the cause, person(s) responsible, etc., shall be submitted to the City from the Permittee.
  - b. Representatives of the Utility Provider, the Contractor, and Subcontractor shall be required to meet with City Staff and Administration to discuss and

review the incident report and develop possible resolutions or operational changes to prevent the same violation from reoccurring.

- c. Until the formal report has been submitted, the meeting has been conducted and any resolution or operational changes have been implemented, the Permittee's work described in the Excavation Permit shall be stopped. Upon completion of these items to the City's satisfaction, work related to the Permit may recommence.
- d. City staff may impose further permit conditions and requirements if such conditions and requirements are designed to prevent a similar violation from occurring.
- e. A fee of \$2500 shall be paid to the City by the Permittee so that the City may recoup expenses incurred in staff investigation, inspections and other tasks related to the incident. Work shall not resume until such fee is paid.

### 3) Multiple At-Fault Violations

- a. Following three (3) Tier 1 violations or three (3) Tier 2 violations within a rolling 90-day period, where the fault is determined to be one of the parties listed on the Permit, any existing excavation permits issued to such Permittee shall be revoked and no new building or excavation permits shall be issued to the Permittee until Permittee: (i) has revised its operations and procedures to ensure that no violations occur; (ii) has submitted its new operational plan to the City for approval; (iii) the City has approved or modified the operational plan (which shall not exceed twenty-one (21) days from the date of receiving the submittal); and (iv) Permittee has undertaken limited directional boring (which shall not exceed 100 linear feet per day) using the procedures outlined in the new operational plan for ten (10) days without a violation.
- b. A fee of \$2500 shall be applied to recoup expenses due to staff investigation, inspection and other tasks relating to Multiple Tier 1 At-Fault Violations.

- c. A fee of \$5000 shall be applied to recoup expenses due to staff investigation, inspection and other tasks relating to Multiple Tier 2 At-Fault Violations.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: 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



September 26, 2022

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

RE: School District of Washington  
Steriger Ave Vacation

Honorable Mayor and City Council,

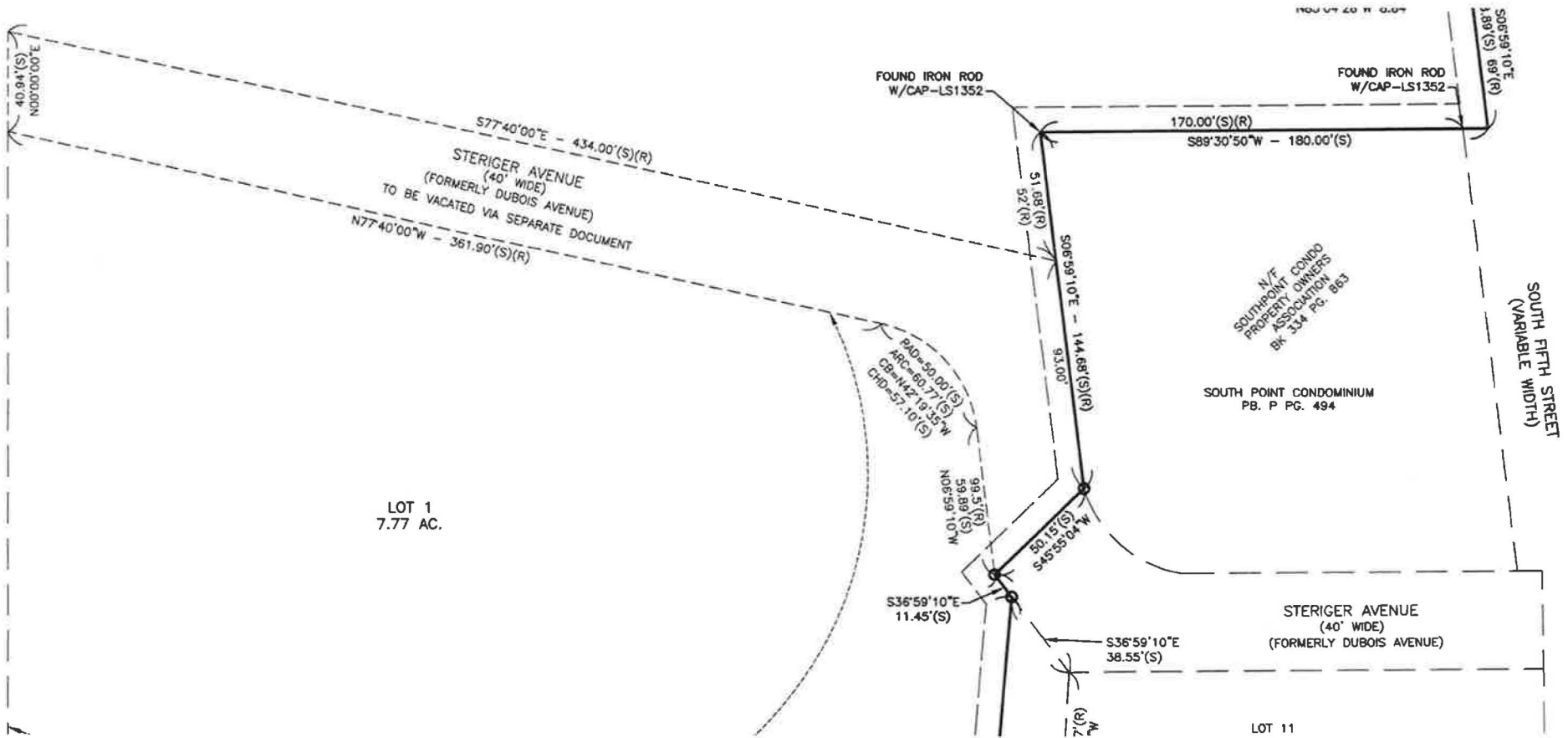
The following is pertinent information to the subject request.

**Description:**

As part of the redevelopment of the old Southpoint School property the School District of Washington is requesting that the City vacate a portion of an old public Right-of-Way. The old street name is Steriger Avenue and is accessed from East Fifth Street. A portion of the Right-of-Way will remain and be utilized as the Busch Creek Greenway.

There are no public utilities located in a portion to be vacated and the school district will utilize the old Right-of-Way for their new athletic complex.

Approval is recommended.



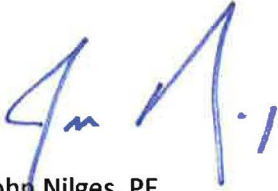
3Ba

**Cost of the project:**

No cost to the City.

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

Respectfully,

A handwritten signature in blue ink, appearing to read "John Nilges". The signature is stylized with a large initial "J" and a long, sweeping line for the "N".

John Nilges, PE  
Public Works Director



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

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

AN ORDINANCE VACATING AND DISCONTINUING A PORTION OF  
A PUBLIC STREET

WHEREAS, it has been shown to the City Council of the City of Washington, Missouri, that the owner of land adjacent to and abutting upon the street described on Exhibit A attached hereto and incorporated herein has petitioned the City Council to vacate right-of-way as a public street; and

WHEREAS, it has further been shown that it would not inconvenience the public or the citizens of the City to discontinue as a right-of-way for a public street such street as described in Section 1 of this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE (CITY COUNCIL OF  
THE CITY OF WASHINGTON, MISSOURI, AS FOLLOWS:

SECTION 1. The City Council of the City of Washington, Missouri, hereby declares it necessary, reasonable, and proper to discontinue as a right-of-way for a public street and forever vacate the street described on Exhibit A attached hereto and incorporated herein by reference in said City.

SECTION 2. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance in the right-of-way vacated.

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

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

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

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

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

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

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

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

EXHIBIT A

RIGHT OF WAY VACATION DESCRIPTION

A TRACT OF LAND BEING PART DUBOIS AVENUE AS SHOWN ON BOOK F PAGE 21 IN SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5<sup>TH</sup> P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI, SAID AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN MOST CORNER OF DUBOIS AVENUE AS SHOWN ON THE PLAT OF THE REORGANIZED SCHOOL DISTRICT R4 SUBDIVISION AS RECORDED IN BOOK F, PAGE 21; THENCE S77°40'00"E 434.00 FEET TO A POINT; THENCE S06°59'10"E 93.00 FEET TO A POINT; THENCE S45°55'04"W 50.15 FEET TO A POINT; THENCE N06°59'10"W 59.89 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 50.00 FEET AN ARC LENGTH OF 60.77 FEET WITH A CHORD COURSE OF N42°19'35"W 57.10 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE N77°40'00"W 361.90 FEET TO A POINT; THENCE N00°00'00"E 40.94 FEET TO THE POINT OF BEGINNING CONTAINING 20,606 SQUARE FEET OR 0.47 ACRES.