

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
 MONDAY, SEPTEMBER 19, 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 September 6, 2022 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Collector's/Treasurer's Report Summary – June 2022		
b. Monthly Investment Report – June 2022		
c. Liquor License Renewals		
<b><u>2. PRIORITY ITEMS:</u></b>		
<b><u>Mayor's Presentations, Appointments &amp; Reappointments</u></b>		
<b><u>3. PUBLIC HEARINGS:</u></b>		
a. Special Use Permit – 2132 Highway A – Temporary Shelter	Accept Into Minutes	Memo
b. Voluntary Annexation – Presbyterian Church Cemetery	Accept Into Minutes	Memo
c. An ordinance annexing 4.2 acres of property located along Pottery Road in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
d. Special Use Permit – Storage Facilities 533-544 East Fifth Street	Accept Into Minutes	Memo
e. Fiscal Year 2022-2023 Budget of the City of Washington, Missouri	Accept Into Minutes	Memo
f. An ordinance approving the budget of the City of Washington, Franklin County, Missouri for Fiscal Year 2022-2023.	Read & Int/Read/Vote/Mayor	
<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 establishing the salary for the City Administrator of the City of Washington, Missouri.	Read & Int/Read/Vote/Mayor	
b. An ordinance authorizing and directing the execution of a Dispatching Services Agreement by and between the City of Washington, Missouri and the City of New Haven, Missouri.	Read & Int/Read/Vote/Mayor	Memo

- |    |  |                            |      |
|----|--|----------------------------|------|
| c. | An ordinance accepting the extension of the contract per the terms identified in the initial contract by one (1) year at the amount quoted from Oakley Fertilizer, St. Louis, Missouri to purchase Bulk Rock Salt by the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| d. | An ordinance authorizing and directing the execution of a contract with HDR Engineering, Inc. for Engineering Services for the High Street Reconstruction and ADA Improvements Project.  | Read & Int/Read/Vote/Mayor | Memo |
| e. | An ordinance authorizing and directing the City of Washington, Missouri to accept the proposal from Granicus for Short-Term Lodging Maintenance Software.  | Read & Int/Read/Vote/Mayor | Memo |
| f. | An ordinance amending Schedule XA, Pedestrian Crosswalk of the Code of the City of Washington, Missouri.   | Read & Int/Read/Vote/Mayor |      |
| g. | An ordinance amending the provisions of Chapter 335, Schedule II of the Code of the City of Washington, Missouri by adding provisions for a stop sign at the location described below.   | Read & Int/Read/Vote/Mayor |      |
| h. | An ordinance amending Section 420.035 of the Code of the City of Washington, Missouri.   | Read & Int/Read/Vote/Mayor | Memo |

**8. COMMISSION, COMMITTEE AND BOARD REPORTS:**

- |    |   |                            |      |
|----|---|----------------------------|------|
| a. | Preliminary Plat Approval – Bieker Heights  | Accept/Approve/Mayor       | Memo |
| b. | An ordinance approving the final plat of Bieker Heights in the City of Washington, Franklin County, Missouri.   | Read & Int/Read/Vote/Mayor |      |
| c. | Preliminary Plat Approval – Victorian Manor   | Accept/Approve/Mayor       | Memo |
| d. | An ordinance approving the final plat of the Subdivision of Common Ground “A” Washington Victorian Manor Plat 1 in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor |      |
| e. | Preliminary Plat Approval – Stone Crest Subdivision Plat 17   | Accept/Approve/Mayor       | Memo |
| f. | An ordinance approving the final plat of Stone Crest Subdivision Plat 17 in the City of Washington, Franklin County, Missouri.  | Read & Int/Read/Vote/Mayor |      |

**9. MAYOR’S REPORT:**

**10. CITY ADMINISTRATOR’S REPORT:**

**11. COUNCIL COMMENTS:**

**12. CITY ATTORNEY’S REPORT:**

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

Roll Call Vote

**13. INFORMATION:**

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. 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, SEPTEMBER 15, 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  
TUESDAY, SEPTEMBER 6, 2022**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, September 6, 2022, at 7:05 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	Present
	Joe Holtmeier	Present

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Police Chief	Jim Armstrong
	Human Resources Manager	Shauna Pfitzinger
	Parks Director	Wayne Dunker
	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 15 & 22, 2022 Council Meetings

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

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

- \* Change Order #3 & Final Payment Request – 2021 Fourth Street & Fair Street Overlay Project
- \* Final Payment Request – Sanitary Sewer Slip Lining
- \* Street Excavation/Right-of-Way Permit (carried over from September 6, 2022 Council Workshop Meeting)

- \* RFP – Auditing Services (carried over from September 6, 2022 Council Workshop Meeting)  
After a brief discussion on the Final Payment Request for Sanitary Sewer Slip Lining, 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:**

- \* Board of Adjustment Appointment

*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,*

*James D. Hagedorn*

*Mayor*

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

- \* Washington Area Highway Transportation Committee Appointment

*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 expiring August 2025*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

**PUBLIC HEARINGS**

- \* None

**CITIZENS COMMENTS**

- \* Sandy Lucy 231 West Main Street addressed the Council regarding the America in Bloom National Symposium, which is September 29 – October 1, 2022.
- \* Clint Schneider 113 Johnson Street addressed Council regarding the noise from Elijah McLean’s.
- \* Karen Parham 111 addressed Council regarding the noise from Elijah McLean’s.

**UNFINISHED BUSINESS**

- \* None

**REPORT OF DEPARTMENT HEADS**

- \* Street Excavation/Right-of-Way Permit

Public Works Director John Nilges discussed Gateway Fiber performing boring operations in October and how that would affect the right-of-ways and public/private utilities, utility locates, excavation permits and keeping up with production. Staff will be looking at improving the current ordinance to reduce the risk of damage to existing infrastructure.

- \* 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*

City Administrator Darren Lamb discussed the recommendation. After a brief discussion, a motion to approve made by Councilmember Wessels, seconded by Councilmember Holtmeier, passed without dissent.

\*Public Works Director John Nilges discussed the upcoming Stormwater MS4 Audit from the Missouri Department of Natural Resources.

### **ORDINANCES/RESOLUTIONS**

**Bill No. 22-12650, Ordinance No. 22-13610, an ordinance authorizing and directing the City of Washington, Missouri to accept the proposal from George L. Crawford and Associates D/B/A as CBB for Professional Services associated with the Highway 100 and Rabbit Trail Analysis and CMAQ Application and amend the 2022 Budget.**

The ordinance was introduced by Councilmember Holtmeier.

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

### **COMMISSION, COMMITTEE AND BOARD REPORTS**

\* None

### **MAYOR'S REPORT**

\* Thank you for coming tonight.

### **CITY ADMINISTRATOR'S REPORT**

\* None

### **COUNCIL COMMENTS**

\* None

### **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 7:51p.m. on the following roll call vote; Wessels-aye, Briggs-aye, Reed-aye, Hidritch-aye, Patke-aye, Coulter-aye, Holtmeier-aye, Behr-aye.

The regular session reconvened at 9:08 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 9:08 p.m. by Councilmember Patke, seconded by Councilmember Behr passed without dissent.

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

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

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

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

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

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

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

	City Collector's Report				Adjusted Cash Position					
	CASH BALANCE AS OF 6/1/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 6/30/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 6/30/2022	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
<b>CASH FUNDS:</b>										
GENERAL FUND ②	908,610.53	1,191,752.50	(1,363,441.89)	736,921.14	(61,092.65)	(9,786.92)	666,041.57	1,973,052.36	(1,665,393.30)	973,700.63
LIBRARY FUND ②	366,643.98	12,705.73	(75,969.35)	303,380.36	(200,890.54)	(50,476.98)	52,012.84	0.00	0.00	52,012.84
VOLUNTEER FIRE FUND	2,104,561.58	2,660.75	(90,289.86)	2,016,932.47	0.00	(24,855.78)	1,992,076.69	0.00	0.00	1,992,076.69
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	950,155.27	1,010.15	(6,331.27)	944,834.15	0.00	0.00	944,834.15	0.00	0.00	944,834.15
STORM WATER IMPROVEMENT FUND	3,904,829.93	94,771.00	(23,590.05)	3,976,010.88	0.00	0.00	3,976,010.88	353,676.00	0.00	4,329,686.88
CAPITAL IMPROVEMENT SALES TAX FUND	1,530,028.75	269,863.31	(301,884.03)	1,498,008.03	0.00	0.00	1,498,008.03	0.00	0.00	1,498,008.03
TRANSPORTATION SALES TAX FUND ②	995,137.76	338,286.45	(32,061.97)	1,301,362.24	0.00	0.00	1,301,362.24	0.00	0.00	1,301,362.24
DEBT SERVICE C.O.P. FUND	2,155,008.96	2,291.07	0.00	2,157,300.03	(1,643,338.39)	0.00	513,961.64	0.00	0.00	513,961.64
DOWNTOWN TIF RPA-1 FUND	1,130,228.55	3,830.35	(34,702.76)	1,099,356.14	0.00	0.00	1,099,356.14	0.00	0.00	1,099,356.14
FRONT & MAIN TIF RPA-3 FUND	24,931.88	33.30	0.00	24,965.18	0.00	0.00	24,965.18	0.00	0.00	24,965.18
RHINE RIVER TIF RPA-2 FUND	467.14	0.19	0.00	467.33	0.00	0.00	467.33	0.00	0.00	467.33
WATER FUND	777,699.18	184,851.73	(142,380.52)	820,170.39	0.00	0.00	820,170.39	0.00	(397,743.50)	422,426.89
SEWAGE TREATMENT FUND	180,739.87	235,575.18	(253,826.06)	162,488.99	0.00	0.00	162,488.99	0.00	(581,544.75)	(419,055.76)
SOLID WASTE FUND	3,987,896.03	245,798.83	(274,900.04)	3,958,794.82	(6,832,959.34)	0.00	(2,874,164.52)	0.00	(796,010.75)	(3,670,175.27)
PHOENIX CENTER II CID FUND	3,199.77	52,873.44	(52,344.71)	3,728.50	0.00	0.00	3,728.50	0.00	0.00	3,728.50
<b>TOTALS</b>	<b>\$ 19,020,139.18</b>	<b>\$ 2,636,303.98</b>	<b>\$ (2,651,722.51)</b>	<b>\$ 19,004,720.65</b>	<b>\$ (8,738,280.92)</b>	<b>\$ (85,119.68)</b>	<b>\$10,181,320.05</b>	<b>\$2,326,728.36</b>	<b>\$ (3,440,692.30)</b>	<b>\$ 9,067,356.11</b>

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 6,088.52

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

8/30/22  
 DATE

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


8/29/22  
 DATE

① = Resolution No. 11-108880 15% = Fund Balance Reserved For General Operating Fund  
 25% - Fund Balance Reserve For Enterprise Funds (Water, Sewer, and Solid Waste)

② = Annually in October, Transfers for debt service and subsidy allocations are done which may result in a negative cash balances until tax revenues come in at calendar year end.



**CITY OF WASHINGTON MONTHLY INVESTMENT REPORT**

 <b>JUNE 2022</b>	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN/(LOSS)	INVESTMENT INCOME	EXPENSE	SOLD/REINVESTED 10/01/21 - 09/30/22	ENDING ADJUSTED COST
	<b>GOVERNMENT BONDS:</b>								
FEDERAL HOME LOAN BANK BONDS	6/8/2021	2.125%	9/14/2029	\$ 215,240.90	(2,185.05)	-	-	\$ -	\$ 213,055.85
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 478,286.40	(3,705.55)	5,400.00	-	-	\$ 474,580.85
<b>IBN: BOND TOTALS:</b>				<b>\$ 693,527.30</b>	<b>\$ (5,890.60)</b>	<b>\$ 5,400.00</b>			<b>\$ 687,636.70</b>
<b>CERTIFICATES OF DEPOSITS:</b>									
KS STATE BANK CD	2/9/2018	2.450%	2/9/2023	\$ 52,297.86	(234.49)	108.20	-	-	\$ 52,063.37
ENERBANK USA CD	9/27/2019	1.950%	3/27/2023	\$ 114,124.25	(511.58)	188.80	-	-	\$ 113,612.67
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 241,552.50	(1,963.15)	-	-	-	\$ 239,589.35
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 242,461.15	(1,884.77)	-	-	\$ -	\$ 240,576.38
<b>IBN: CERTIFICATE OF DEPOSIT TOTAL:</b>				<b>\$ 650,435.76</b>	<b>(4,593.99)</b>	<b>297.00</b>		<b>0.00</b>	<b>\$ 645,841.77</b>
FIRST INTERNET BANK INDIANA CD	2/1/2021	0.650%	8/2/2022	\$ 245,000.00	-	-	-	-	\$ 245,000.00
FIVE POINTS BANK CD	2/1/2021	1.000%	2/2/2025	\$ 245,000.00	-	-	-	-	\$ 245,000.00
MIDLAND STATES BANK CD	2/1/2021	0.750%	2/2/2024	\$ 245,000.00	-	-	-	-	\$ 245,000.00
VISION BANK CD	6/30/2021	0.750%	6/23/2023	\$ 245,000.00	-	-	-	-	\$ 245,000.00
<b>AMERICAN: CERTIFICATE OF DEPOSIT TOTAL:</b>				<b>\$ 980,000.00</b>	<b>0.00</b>	<b>0.00</b>			<b>\$ 980,000.00</b>
<b>CERTIFICATE OF DEPOSITS TOTALS:</b>				<b>\$ 1,630,435.76</b>	<b>\$ (4,593.99)</b>	<b>\$ 297.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,625,841.77</b>
<b>MONEY MARKETS:</b>									
IBN: MONEY MARKET				\$ 7,529.62	-	-	-	5,697.00	\$ 13,226.62
AMERICAN: MONEY MARKET				\$ 23.27	0.00	0.00	-	0.00	\$ 23.27
<b>MONEY MARKET TOTALS:</b>				<b>\$ 7,552.89</b>					<b>\$ 13,249.89</b>
<b>GRAND TOTALS:</b>				<b>\$ 2,331,515.95</b>	<b>\$ (10,484.59)</b>	<b>\$ 5,697.00</b>			<b>\$ 2,326,728.36</b>

**ALLOCATIONS OF FUNDS:**

PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	473,052.36	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	-	
<b>TOTAL GENERAL FUND:</b>		<b>\$ 1,973,052.36</b>
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	353,676.00	
<b>TOTAL STORMWATER FUND:</b>		<b>\$ 353,676.00</b>
<b>TOTAL MARKET VALUE OF INVESTMENTS:</b>		<b>\$ 2,326,728.36</b>

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

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

8/30/22  
 DATE

  
 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER

8/29/22  
 DATE





September 13, 2022

Re: Liquor License Renewals

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

Dear Sherri

Enclosed is a list of businesses that are applying for new City of Washington liquor license. The list includes: the name of the business and owner, the business location, fees paid, and the type of sale requested. All fees have been paid and the required paperwork has been submitted to the Collector's Office. The applicants have asked that their application go before the City Council at the September 19, 2022 meeting.

Sincerely,

*Heather Parker*

Heather Parker  
Accounts Specialist I  
City of Washington

1. Bootlegers Cigars & Apothecary  
Robin Kramer  
201 W Main St.  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
2. Hoffmann Hillermann Nursery & Florist LLC  
Gregory D Hoffmann  
2601 E 5<sup>th</sup> St.  
Mon – Sat Sale of Malt Liquor and Light Wines  
\$50.00  
Sunday Sales  
\$200.00



September 13, 2022

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

**RE: File No. 22-0907-Special Use Permit-2132 Hwy A-Temporary Shelter**

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, September 12, 2022 the Commission reviewed and approved the above request with a 6-1 in favor vote.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: September 12, 2022

Re: File # 22-0907 – 2132 Highway A – Request for Temporary Shelter/ Homeless Shelter

Synopsis: The applicant is requesting approval of a Special Use Permit for a Temporary Shelter at 2132 Highway A

	Existing Land Use	Existing Zoning
North	Vacant Land	M-2
South	SDOW Storage Facility	M-2
East	City Public Works Facility	M-2
West	Vacant Land	M-2

**Analysis:**

Background: In 2019, the applicant proposed the same use on a property zoned C-2 General Commercial located just north of Mercy Hospital, where the Medical Marijuana Facility is today. City Code did not define the proposed use, so a code amendment was adopted defining a Temporary Shelter (Homeless Shelter) with a requirement to be in an Industrial Zone District with a Special Use Permit.

The Applicant has submitted a new application for a Special Use Permit located at 2132 Highway A, at the intersection of Highway A and Chamber Drive in the entrance to Town and Country Industrial Park. According to Section 400.205, City Council can approve, after review from Planning and Zoning Commission Special Uses.

*According to this Section, "Special uses are those types of uses which tend to be problematic because they: (1) have a tendency to generate significant traffic volumes and/or turning movements; (2) have operational characteristics that may have a detrimental impact on adjacent or nearby properties; or (3) have other characteristics which may impact public health, safety, or welfare; but can be approved if such uses meet the criteria established*

*herein. Special uses also include public and quasi-public uses affected with the public interest. In order to ensure that detrimental impacts are avoided or mitigated to a satisfactory level, special uses must be reviewed and may be approved in accordance with the provisions of this Article."*

*"In considering whether or not such application for a special use permit should be granted, it shall be the duty of the Commission and the Council to give consideration to the effect of the requested use on the health, safety, morals and general welfare of the residents of the area in the vicinity of the property in question and the residents of the City generally. In considering the special use, the Commission and the Council may consider, among other factors, the following:*

- 1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.*
- 2. The comparative size, floor area and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.*
- 3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.*
- 4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.*
- 5. The added noise level created by activities associated with the proposed use.*
- 6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.*
- 7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.*
- 8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties and in terms of presence in the neighborhood.*
- 9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.*
- 10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water runoff and heat generation."*

Given the above criteria, staff has the following comments:

1. The proposed use, being in and surrounding by industrial property, is proposed to be done completely indoors. City Code requires this use to be in industrial areas, and it matches the intent of the code and is compatible in with both use and appearance with the existing neighborhood.
2. With no new construction, the proposed use meets this criterion.

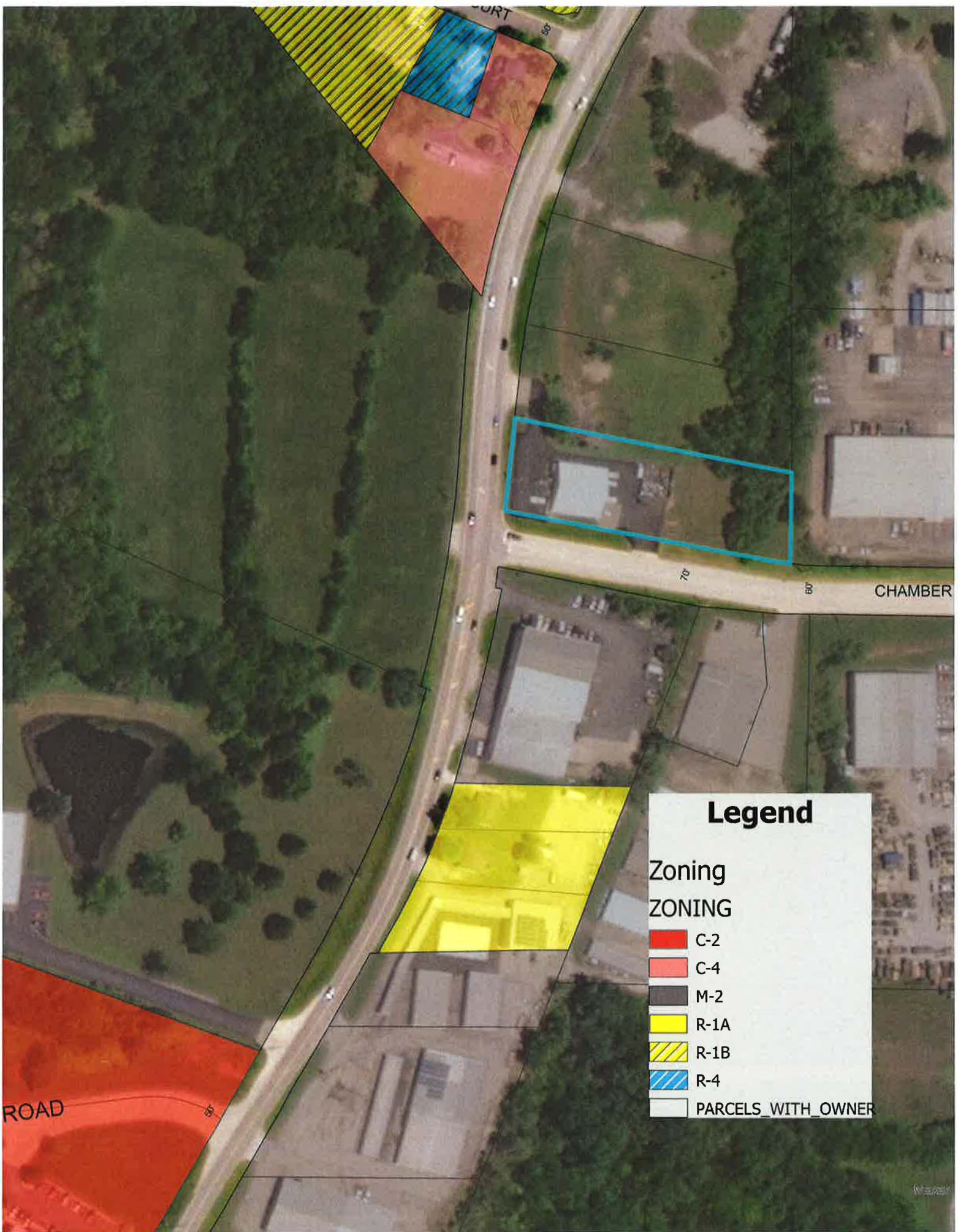
3. The frequency and duration of the proposed use is not believed to be more intensive than those of surrounding properties and will therefore have no little to no impact on the surrounding area.
4. Staff does not believe that the proposed use will generate more traffic than any of the surrounding properties. There are no pedestrian friendly facilities in the area that clientele may use, since it is required to be in an industrial area.
5. The proposed use does not create added noise level.
6. There is no reason to believe the proposed use will place a stress on public services in the area and the police and fire protection can accommodate the use.
7. With no new construction the general appearance of the neighborhood will not change.
8. There is no lighting proposed that will affect the neighborhood.
9. There is no proposed landscaping that will affect the neighborhood.
10. With no new construction there is not a significant impact in terms of noise, water runoff, and heat generation.

City Staff will not make recommendation on assumptions of proposed clientele, but on the impact of the proposed use on the surrounding properties and the ability to meet the criteria above. Given the above analysis, staff believes the proposed special use has the ability to not detrimentally affect the neighborhood.

**Recommendation:**

Staff recommends approval of the Special Use Permit to operate 2132 Highway A as a Temporary Shelter Facility.









STEUERMANN RD

RUETHER COURT

CHAMBER DRIVE

ROAD

Maxar



CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services

405 Jefferson Street · Washington, MO 63090

636.390.1010 Phone · 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

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

Please Print:

Street Address: 2132 Hwy A, Washington, MO 63090

Lot: 1AA Subdivision: Resubdivision Lot 1A Town & Country Industrial Park Plat 1 PID#

Applicant Name: Washington Charitable Foundation Phone: 314-808-1225

Address of Applicant: 102 Elm Street, Suite 206, Washington, MO 63090

Owner: Forest Hills Properties, LLC Phone: 314-808-1225

Owner's Address: 239 Rock Industrial Blvd., Union, MO 63084

Current Zoning: M-2 Proposed Zoning: M-2

It is proposed that the property be put to the following use: Homeless Rehabilitation Center

Lot Size: Frontage 116.4 (feet) Depth 375.65 (feet) Number of Stories 1, w/basement

Number of Units: 1 Number of Off-Street Parking Spaces: 12-16

Include with this Special Use Permit Application:

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

WASHINGTON CHARITABLE FOUNDATION, APPLICANT

By: [Signature] Date: 6/20/22

Gregory E. Hoberock, President

Applicant Name Printed

OWNER: FOREST HILLS PROPERTIES, LLC

By: [Signature] Date: 6/20/22

OPERATING ENTITY: Life's River

By: Anne McPherson, President Date: 8/12/22

## SPECIAL USE PERMIT EVALUATION CRITERIA

The following criteria are used in evaluating a Special Use Permit Application. It is recommended these criteria be addressed as to their applicability to the proposed Special Use Permit request:

1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.

Nearby uses are primarily commercial/industrial. It is not believed that there are any residences within 185 feet.

2. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

Similar or smaller than other industrial sites in the area.

3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.

The Homeless Center is expected to operation 24/7 - 365. Outdoor activities will be extremely minimal. See attached Exhibit A for further description of the project.

4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

No increase of traffic is expected. Most homeless persons don't have vehicles.

5. The added noise level created by activities associated with the proposed use.

No added noise expected.

6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.

No additional demand on such services is expected.



## EXHIBIT A TO APPLICATION FOR CONDITIONAL USE PERMIT

### Washington Charitable Foundation – Summary of the project

The Owner of the property is Forest Hills Properties, LLC, c/o Gregory Hoberock, 239 Industrial Drive, Union, Missouri 63084.

The Lessee of the property is the Washington Charitable Foundation, c/o Gregory Hoberock, 239 Industrial Drive, Union, Missouri 63084.

The Operating Entity, which has entered into an Operating Agreement with Washington Charitable Foundation, the Lessee, to run the facility is Life's River, a Missouri not-for-profit corporation, c/o Anne McPherson, President, 102 Elm Street, Suite 206, Braeburn, Washington, Missouri 63090.

Life's River intends to operate a temporary shelter for homeless and displaced persons. The facility is not intended as a long term solution for the chronically homeless. The effort will be to transition residents through a challenging phase in their life, in order to allow them to become productive citizens. Time limits will be placed on the length of time a person may stay within the facility, and residents will be required to develop a specific, detailed housing plan that includes securing a steady income and searching for safe, decent and affordable housing that meets their needs. A code of conduct will require all guests to maintain good behavior and personal hygiene. Weapons, alcohol, illegal drugs or drug paraphernalia will not be allowed on the property. Quiet hours will start at 9:00 p.m. in the facility.



September 13, 2022

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

RE: File No. 22-0902-Annexation of 4.2 Acres-Presbyterian Church Cemetery-Pottery Road

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, September 12, 2022 the Commission reviewed and approved the above request with a unanimous vote.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: September 12, 2022

Re: File # 22-0902 – Voluntary Annexation – Presbyterian Cemetery

Synopsis: The applicant is requesting to annex approximately 4.2 acres off Pottery Road – Exhibit Attached

<b>Adjacent Land Use /Zoning Matrix</b>		
	Existing Land Use	Existing Zoning
North	Single Family / Vacant	N/A- R-3
South	Single Family	R-1A
East	Future Apartments	R-3
West	Single Family	N/A

**Analysis:**  
 The applicant has submitted an application to annex 4.2 acres of the Presbyterian Church Cemetery into the City Limits. There are no proposed changes, but with the annexation of land around them, the Church has requested to be annexed into the City. The zoning will be R-1A Single Family Residential, the default zoning on all annexations unless otherwise requested.

**Recommendation:**  
 Staff recommends approval of the proposed annexation.





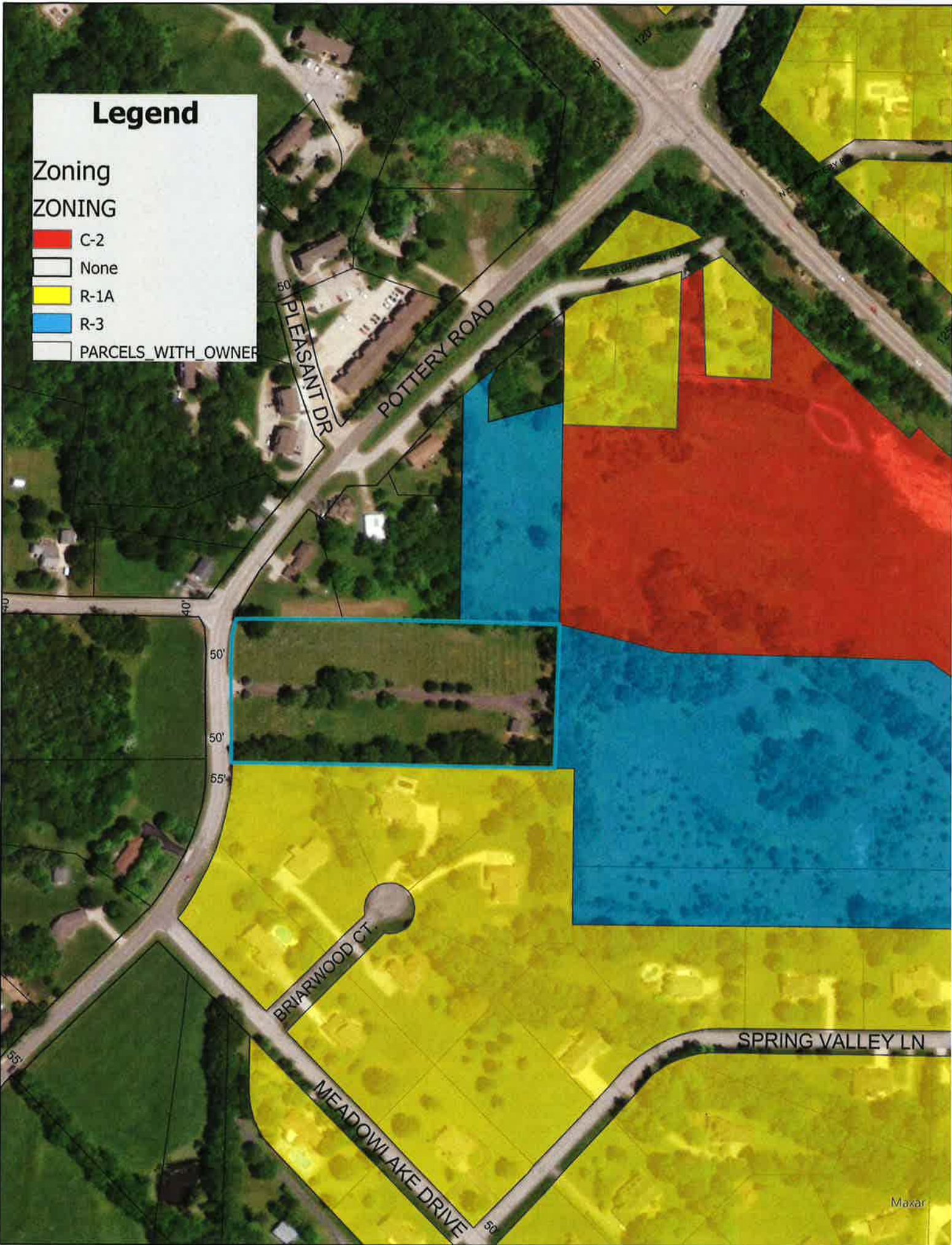


# Legend

Zoning

ZONING

- C-2
- None
- R-1A
- R-3
- PARCELS WITH OWNER





CITY OF WASHINGTON, MISSOURI  
Department of Planning and Engineering Services  
405 Jefferson Street • Washington, Missouri 63090  
636.390.1010 phone • 636.239.4649 fax

22-0904  
R-1A  
4.2 acres off of  
Patterson Rd  
Pine

VERIFIED PETITION FOR ANNEXATION

By completing this document, the undersigned is verifying the following:

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Washington, Missouri.
3. The undersigned hereby petitions the City Council of the City of Washington, Missouri, for voluntary annexation of the real property described in Exhibit "A".
4. The undersigned hereby requests the City Council of the City of Washington, Missouri, zone the real property described in Exhibit "A" as THE PRESBYTERIAN Church of WASHINGTON Cemetery.

The following describes the fee involved with a voluntary annexation request, and the conditions of a refund, as called out in the City of Washington Codes:

SECTION 400.170: VOLUNTARY ANNEXATION PETITIONS FEES & PROCEDURES

A. Any request for voluntary annexation submitted to the City of Washington, Missouri, pursuant to Section 71.012 of the Revised Statutes of Missouri shall be accompanied by a cost deposit of two hundred dollars (\$200.00) for processing said request. Please make check payable to the City of Washington.

B. If the request for voluntary annexation is not approved by the City Council, the cost deposit shall be refunded to the applicant. If the request for voluntary annexation is withdrawn by the applicant, the cost deposit shall be forfeited to the City. If the request for voluntary annexation is contingent on the occurrence of one (1) or more events and these events do not transpire due to action or inaction by others than the City Council and the voluntary annexation is not approved by the City Council, then the cost deposit shall be forfeited to the City (Ord. No. 00-8783 §1, 4-3-00)

STEVE SEBASTIAN, BOARD PRES. [Signature]  
Applicant Name (print) Applicant signature

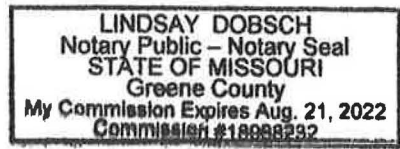
Address & Phone 523 SAWGRASS CT. 63090 314 713-9409

STATE OF MISSOURI )  
) SS  
COUNTY OF FRANKLIN )

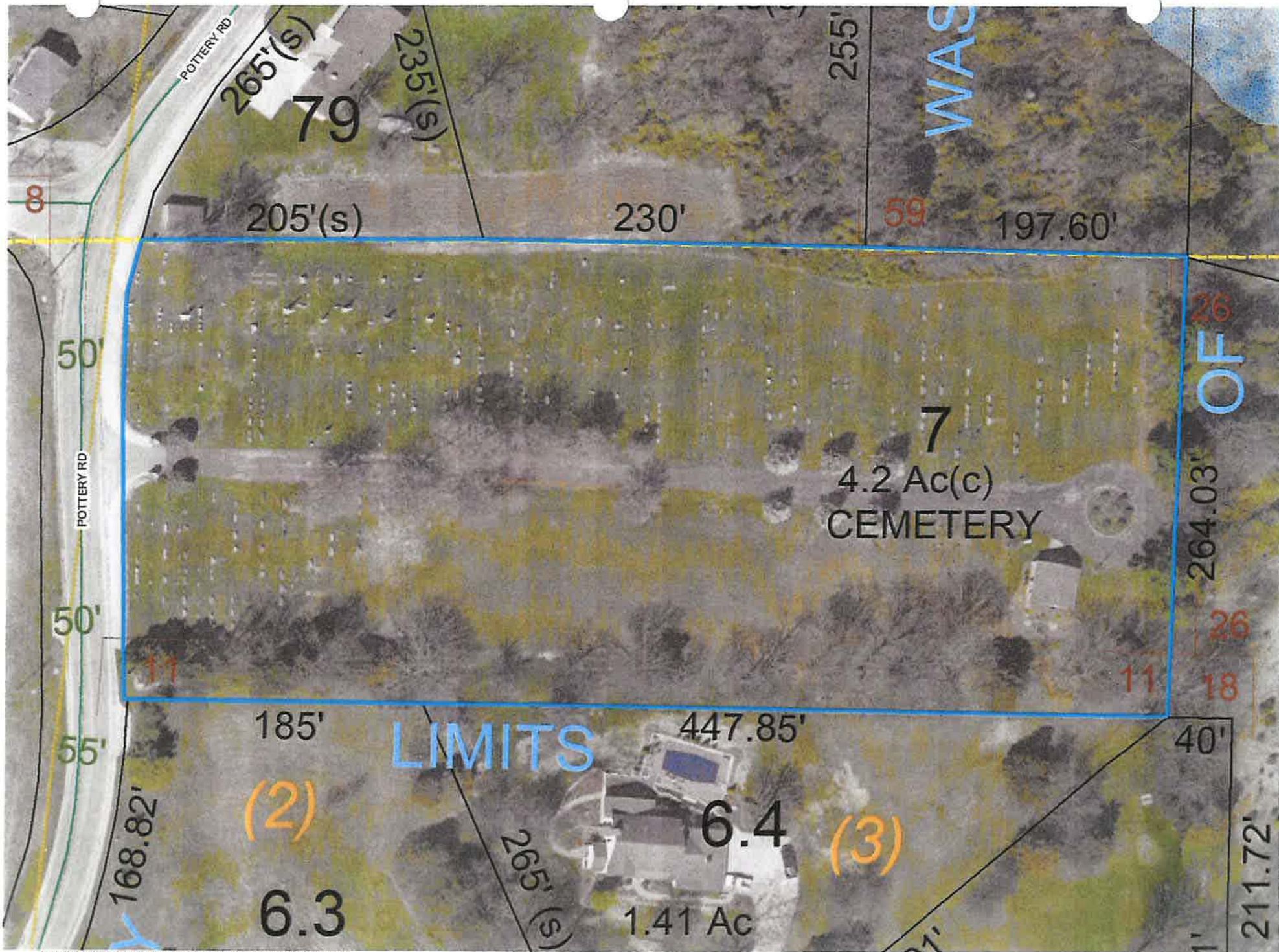
On this 18<sup>th</sup> day of August, 2022 before me appeared Steve Sebastian, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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

[Signature]  
Notary Public







This is a 1:75,000 scale map and should not be used as such. Nor is it intended for conveyance. The user of this map assumes all responsibility for its use and agrees to hold Franklin County harmless from loss or liability. Furthermore, no warranty, presentation or guaranty, expressed or implied, will be made by Franklin County as to the content of this map's accuracy, timeliness, or completeness.



1 inch equals 75 feet

**Minutes of Stated Session Meeting  
July 25, 2022  
The Presbyterian Church of Washington  
Washington, Missouri**

**OPENING.** Moderator Reverend Patrick Gruber called the meeting to order at 7:00 PM via Zoom software. Elders present were John Anglin, Linda Booher, Tom Farrell, Joe Hagan, Tom Kempf, Ian McCracken, Jolene Patterson, Kathy Rogers, Elda Seener, Sarah Spear, and Mauri Truesdell, Temporary Clerk.

Elder Nancy Sebastian was excused.

**CONSENT AGENDA.** The consent agenda had been distributed a few days earlier consisting of the MINUTES of the June 27, 2022, stated session meeting; FINANCE NUMBERS of the month were available.

**MINUTES**

**June 2022 FINANCIAL DASHBOARD:**

2022 PLEDGED INCOME: \$172,816

2022 PLEDGED INCOME YTD: \$93,341 (+6,933)

TOTAL OTHER INCOME YTD: \$32,744 (+7,496)

EXPENSES (TOTAL YTD): \$118,053 (+3,338)

CHECKING/SAVINGS ACCOUNT BALANCE (TOTAL): \$313,294

CHECKING: \$81,687

SAVINGS (GBC + Saving Acct + Interest): \$82,506

CAPITAL IMPROV. (GBC + BFC CD + Capital Projects): \$142,658

**PASTOR'S REPORT – Rev. Patrick Gruber**

a. Sacraments and Acts of the Church

i. Sacraments

1. Communion served on 1<sup>st</sup> Sunday: 07/03/2022

a. July Home Communion: 2

2. Baptism: 1 (07/03 – Natalie Garcia)

ii. Acts of the Church

b. Membership

i. Change in Status: 0

1. Additions: 0

2. Losses: 0

1. Roll	<u>as of 6/27/21</u>	<u>as of 7/25/22</u>
Active Members	144	144

c. Visitations in July: Home Visits -- \*Connie Conrad,\*Lisa Conrad, Kay Hazel, the McElhinneys; Office/Lunch Visits – Tom Farrell; Hospital Visits – Jocelyn Van Buskirk



- d. Business since last meeting: Meals on Wheels, Pre-Marital Counseling, Disney Movie Nights
- e. July Completed Goals: VBS, Emily and Aaron's Annual Reviews
- f. Remaining Goals: Social Media Strategy, Google Workspace, Website Touchups, Jenny Bieg's 90-day Review, Rental Policy Review, Confirmation Planning, Rename Newsletters, Research Pre-marital inventories
- g. August Goals: Finish Remaining Goals
- h. Worship Attendance, In-Person, since last meeting:

<u>Date</u>	<u>In Person</u>	<u>Online**</u>	<u>Notes</u>
7/03	62	28 (15)	Communion/Baptism
7/10	76	12 (7)	
7/17	77	14 (9)	
7/24	81	(10)	

\*--denotes Home Communion

\*\*--estimated online viewers - Sunday views (1-1.5 views)

**The CONSENT AGENDA** was approved with a motion by John Anglin and seconded by Jolene Patterson.

**CLERK'S REPORT.** Nancy Sebastian was excused from this month's meeting and there was no Clerk's Report.

**PRESBYTERY.** Elders Linda Booher and Kathy Rogers (who were previously elected) will be our voting members at the next Presbytery Meeting at New Hope Presbyterian Church in St. Peters, MO on Thursday, August 25, 2022. Elder Jolene Patterson and Pastor Patrick Gruber will also be attending this meeting. Those attending should get registered before Pastor Pat leaves on vacation.

**COMMITTEES REPORTS.**

**Christian Education Committee.** Elder Ian McCracken reported that VBS was a great success with 17 registered and 16 attending regularly.

Sunday School with begin on September 11, 2022. There is discussion about possibly moving Youth nights to Sunday instead of Wednesday.

**Church Life Committee.** Although the Church Life Committee did not meet this month, they have been very busy with the Rummage Sale and planning potlucks. They will be helping with the Bereavement Meal following Charlene Jackson's Memorial Service on Saturday, July 30. They still need more volunteers for Sunday morning Fellowship Hour.

**Finance Committee.** Tom Farrell explained that the reason our expenses are currently over-budget is because of the tremendous increase in our gas bill. Fortunately, our pledged income and other income amounts are considerably higher than anticipated.

Tom made a motion from the Finance Committee to finance the Highway 100 sign replacement from the Capital Improvements Fund. Session voted and the motion passed unanimously.

**Mission Committee.** No report this month.

**Outreach Committee.** The Outreach Committee is “off and running.” Tom Farrell is very pleased with “likes” they are getting on Facebook. Tom said that because of low attendance, the Digital Ambassadors presentation may be repeated this fall to encourage more interaction.

**Personnel Committee.** Mauri Truesdell reported that Jenny Bieg, our Church Event Coordinator, was very appreciative of the monetary gift our church members provided after the death of her husband. Pastor Pat is hopeful that she will continue in her employment with our church and be able to cover at least two of our three upcoming weddings.

**Property Committee.** No report.

**Worship and Music Committee.** No report.

Committee reports were accepted with a motion by Jolene Patterson and a second by Sarah Spear. The motion passed.

## **OLD BUSINESS**

**LOCK-UP and Communion Prep for August: Kathy Rogers**

**LOCK-UP and Communion Prep for September: Ian McCracken**

## **NEW BUSINESS**

**Rental Contracts:** No new contracts to approve this month.

**New Church Sign:** After a motion was made and passed by the Session to finance the sign replacement from the Capital Improvements Fund, Elder Joe Hagen has been given the “green light” to contact the sign company and get things rolling.

**Cemetery Board:** We received a letter from Steve Sebastian, Co-Chairman of the Cemetery Board, explaining the Board’s recommendation that we apply for Annexation so that our cemetery would receive the benefits of being part of the City of Washington. Steve has done his homework by visiting with the Washington City Engineer, the City Administration, Franklin County and the former mayor asking many questions about the pros and cons of our being part of the city. No one came up with any “cons,” and the Cemetery Board voted 7-0 to ask for Session approval to request Annexation. The motion was moved by John Anglin and seconded by Joe Hagen to approve the Cemetery Board’s request to move forward with seeking Annexation of the Presbyterian Cemetery to the City of Washington. The Session voted and unanimously approved the request.

**Cleaning Fellowship Hall.** Elder Linda Booher brought up her concern about the lack of cleanliness in the Fellowship Hall. Many others also had the same concern. Linda recommended a thorough cleaning at least once a year with regular cleanings as needed. Elder Joe Hagan will bring it up at the next Property Committee meeting.

**Summary of Rummage Sale.** Elder Sarah Spear, one of the Co-Chairs of the Rummage Sale, was very appreciative of all the volunteers who helped with last week’s Rummage Sale; but she was also very concerned about the toll it took on the volunteers who worked tirelessly for two weeks to organize and set up the sale. The event is extremely labor intensive and challenging for the older generation of our church. It was mentioned that there may be less labor-intensive fund raisers that we may want to consider. Pastor Pat wants the Mission and Finance Committees to discuss the feasibility of continuing with the annual event and to make recommendations to the Session for the August Session Meeting. This should be listed on next month’s Agenda as Old Business.

**Closing.** The next meeting will be Monday, August 22, 2022, at 7 p.m. with Kathy Rogers presenting the Opening Devotion.

Motion to adjourn was put forth by Elder Elda Seener, with a second by Kathy Rogers, and the motion carried. The meeting was adjourned at 8:12 p.m. with the Lord’s Prayer.

Respectfully submitted,  
Mauri Truesdell, Temporary Clerk

## Minutes of the Cemetery Board July 19, 2022

In Attendance: Don Scheibe, Paula Obermark, Bruce Weise, John Bugele, Bob Eade, Paul Henderson & Steve Sebastian

Excused: Allen Vogt, Barbara Schofield, Dan Greer

Minutes of the April 21<sup>st</sup> meeting were reviewed and accepted.

Bruce reviewed the financials which included another investment loss. He pointed out Chris Rodgers was still comfortable with the investment structure, however had recommended the \$25,000 CD which came payable, not yet be invested with the other funds, as was planned. This \$25,000 has been reinvested in another CD for 90 days and then be reviewed.

Bruce then covered some of the line items, such as cash on hand (checking account), of just under \$17,000 has a known payable coming for the masonry work done of \$3,700. Half of the Town and Country Contact has been paid with another \$4,600 coming due before year end. Bruce also pointed out revenues were somewhat mis-stated as they included money held for fencing and shrubs of \$2,000, and session had paid 3 quarters of the assistance, they were aiding us with, equaling \$3,000. Another \$1,000 to come in the last quarter.

Steve then reported on the grading of the grounds east of our land. Steve stated Kurt Unnerstall had not returned his calls and he had moved on to the city in effort to find out what was being applied for. John Nilges, the City Engineer had told Steve he would talk with both the owner and Unnerstall. At this time no building requests have been made. Steve will continue to follow up.

Paul told the board due to his schedule and now the heat he was looking for September to repair shed and remove the old water hydrants. He also is planning on storing the two cauldrons, which were removed from the pillars and are currently sitting by the entrance until a decision to rehab and reuse or dispose of them was made.

Bruce questioned the mulch and Steve stated he had spoken with Barb and advised her due to the downward turn of finances, at this time we would not spend the money for higher grade of mulch, rather use the free mulch from the city as is being used at church. Barb agreed.

Steve commented the masonry was completed and looked excellent and come September an effort to brush and paint the gates would take place.

Website and sub-committee reports; both Grounds and Rules, had no reports at this time. Steve offered to present something for the board to review by the next meeting and encouraged the subgroups to still proceed providing their suggestions.

Under new business:

Front Gates Painting - September Planned

Steve reported a family service will be held for Charlene Jackson and her ashes will be buried July 30<sup>th</sup>.

Steve asked Paul to please have Town and Country level the open graves (five, six with Mrs. Jackson) and prepare to seed in September. Also, to encourage T & C do better with emptying the trash.

Paul said the light was out and needed to be fixed or replaced. Also, one trash unit needs a little TLC.

Steve asked Bob if they could, on a cool day, review the military list and Bob indicated he would like to do sooner than later as Veterans Day is approaching. Don Scheibe suggested we look at a Military Monument of some nature to honor those who have served and to add some color to the cemetery.

Steve proposed to inquire about and make a voluntary application to the City of Washington for the Cemetery ground, provided there would be no changes to us cost wise, from what we have with the County. Steve expressed finding interest in this, as when discussing the construction to our east, John Nilges had pointed out we are not part of the city. Steve expressed all of his preliminary findings, (City of Washington, Franklin County, and former Mayor Lucy) offered no change in our operations and what Steve likes best is the police protection being from the city. As development surrounds us it means more people, more youth, and more trouble. Since the Sherriff's department covers all of Franklin County it could really be advantageous. Steve will contact session and get their thoughts. The Board was in full agreement, 7 – 0 on the vote to pursue.

Steve reviewed the Andrew Smith, Brian and Trasha Shuetz, (Graves 4.104.1, .2 & .3) mystery. Records have been amended, updated, and attached to the deeds of both Smith and Shuetz.

Finally, it was decided the meeting will fall on the 1<sup>st</sup> Monday of the first month of the quarter at 7:00 P. M. Next meeting October 3, 2022, 7:00 P.M



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

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

AN ORDINANCE ANNEXING 4.2 ACRES OF PROPERTY LOCATED  
ALONG POTTERY ROAD IN THE CITY OF WASHINGTON, FRANKLIN  
COUNTY, MISSOURI

WHEREAS, on August 18, 2022, a verified petition signed by The Presbyterian Church of Washington, owner of the tract of real estate hereinafter described, requesting annexation of certain territory into the City of Washington, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Washington, Missouri; and

WHEREAS, the Washington Planning & Zoning Commission has recommended that the subject property described in Exhibit A, attached hereto, should be annexed into the City limits of the City of Washington, and should be placed into a R-1A Single-Family Residential classification, as requested by the applicant; and

WHEREAS, the City Council held a Public Hearing concerning the matter of annexation of the land described in Exhibit A, at City Hall in Washington, Missouri, on Monday, September 19, 2022 at 7:00 p.m. during a regular meeting of the City Council; and

WHEREAS, notice of said Public Hearing was given by publication of notice thereof, on August 24, 2022 in the "Washington Missourian", a bi-weekly newspaper of general circulation in the County of Franklin, State of Missouri; and

WHEREAS, at said Public Hearing, all persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation of the land described this ordinance; and

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Washington, Missouri, within fourteen (14) days after said Public Hearing; and

WHEREAS, the City Council of the City of Washington, Missouri does find and determine that said annexation of the land described in this ordinance is reasonable and

necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION 1: The boundaries of the City of Washington, Missouri, are hereby altered to encompass the tracts of land described in Exhibit A of this ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 2: Pursuant to the provisions of Section 71.012 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri, and zoned R-1A Single-Family Residential.

SECTION 3: The City Clerk of the City of Washington is hereby ordered to have three (3) certified copies of this ordinance filed with the Franklin County Clerk.

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

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

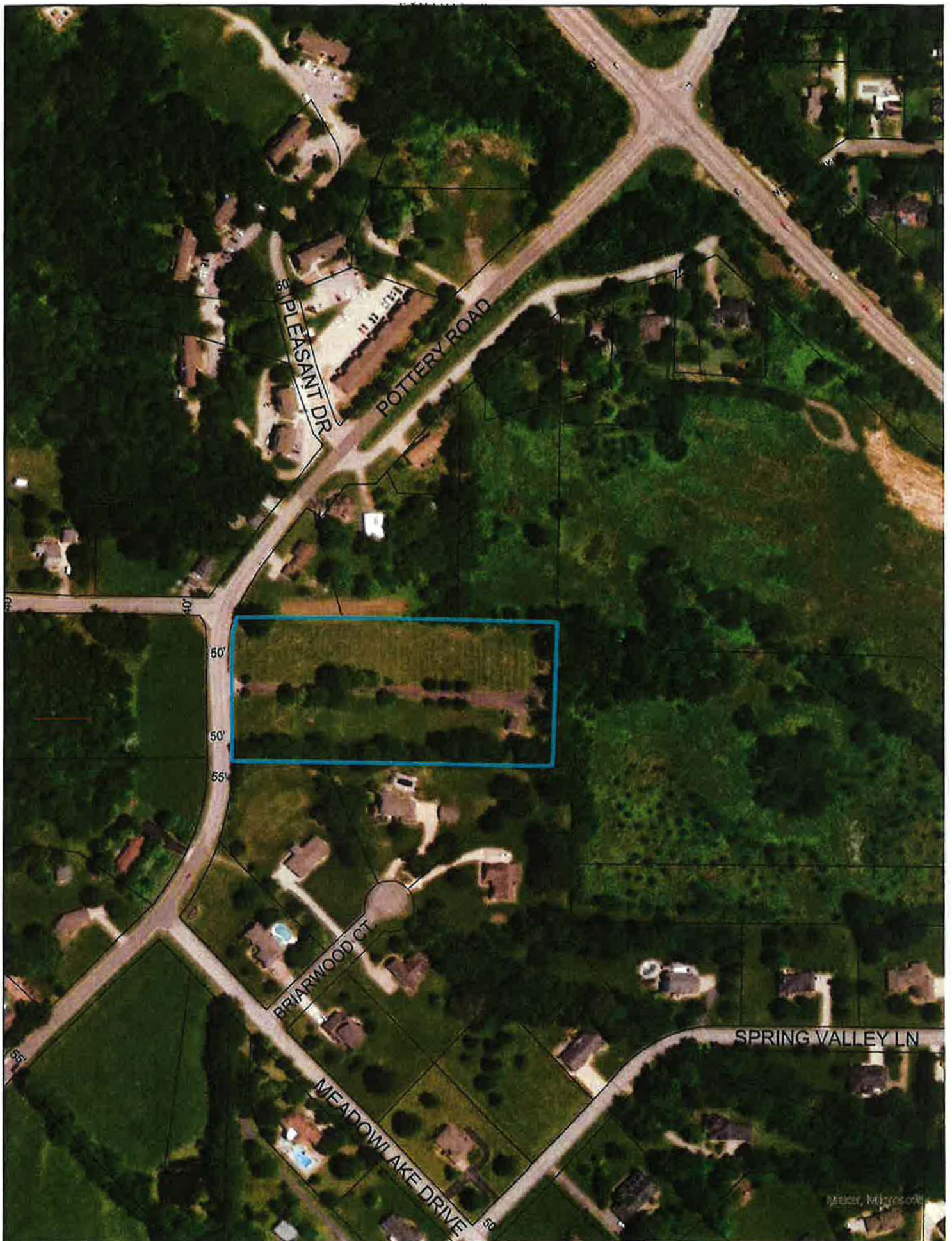
ATTEST: \_\_\_\_\_

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

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

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

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







September 13, 2022

Honorable Mayor & City Council  
City of Washington  
Washington, Missouri

**Re: File No. 22-0903-Special Use Permit-Storage Facilities at 533-544 E. Fifth Street**

Dear Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission, held on September 12, 2022 the Commission reviewed and decided a Special Use Permit was not needed at this time.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission



## NOTICE OF PUBLIC HEARING - BUDGET

The City Council of the City of Washington, Missouri, will formally consider for adoption the proposed budget for the fiscal period October 1, 2022 to September 30, 2023. The public hearing will be in the City Council Chambers at City Hall, 405 Jefferson Street, Washington, MO, at 7:00 P.M. C.D.T on September 19, 2022, or as soon thereafter as the public may be heard.

The proposed budget includes:

### REVENUES:

Estimated Revenues	\$32,987,360
Other Financing Sources	6,500,350
Projected Reserves-All Funds	<u>29,639,343</u>
TOTAL	<u>\$69,127,053</u>

### EXPENDITURES/EXPENSES:

General Fund	\$ 12,778,890
Library Fund	1,810,640
Volunteer Fire Fund	1,150,770
Vehicle & Equipment Replacement Fund	1,049,970
Storm Water Improvement Fund	2,550,430
Capital Improvement Sales Tax Fund	4,930,000
Transportation Sales Tax Fund	5,910,740
Water Fund	3,462,520
Sewage Treatment Fund	5,336,710
Solid Waste Fund	3,278,650
Debt Service Funds	2,719,850
Other Financing Uses	<u>6,490,350</u>
TOTAL	<u>\$51,469,520</u>

Total Projected Fund Balances, 9/30/2023	<u>\$17,657,533</u>
--	---------------------

The proposed budget is available for public inspection at the Finance Director's Office located at City Hall at 405 Jefferson Street between the hours of 8:00 A.M. and 5:00 P.M. C.D.T. Public comments and questions, both written and oral, will be heard and considered at the hearing aforementioned.

CITY OF WASHINGTON

Sherri Klekamp  
City Clerk

Publish in the Washington Missourian on September 14, 2022 and the Weekend Washington Missourian on September 17, 2022.

# Memo

**To:** City Council  
**From:** Darren Lamb, Mary Sprung  
**cc:** Mayor  
**Date:** 9/15/22  
**Re:** Budget Highlights

---

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

## General Fund

- Incorporate a 7% cost of living increase for all employees and a 1% merit increase for a total of 8%
- Annual payment to commissioned Police Officers (anticipated at \$4,000)
- 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 funds 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 reconstruction - \$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

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

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

AN ORDINANCE APPROVING THE BUDGET OF THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI FOR FISCAL YEAR 2022-2023

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

SECTION 1: That the budget for the City of Washington, Franklin County, Missouri, for the fiscal year 2022-2023, is hereby approved as follows:

**REVENUES:**

Estimated Revenues	\$32,987,360
Other Financing Sources	6,500,350
Projected Reserves-All Funds	<u>29,639,343</u>

<b>TOTAL</b>	<b><u>\$69,127,053</u></b>
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**EXPENDITURES/EXPENSES:**

General Fund	\$ 12,778,890
Library Fund	1,810,640
Volunteer Fire Fund	1,150,770
Vehicle & Equipment Replacement Fund	1,049,970
Storm Water Improvement Fund	2,550,430
Capital Improvement Sales Tax Fund	4,930,000
Transportation Sales Tax Fund	5,910,740
Water Fund	3,462,520
Sewage Treatment Fund	5,336,710
Solid Waste Fund	3,278,650
Debt Service Funds	2,719,850
Other Financing Uses	<u>6,490,350</u>

<b>TOTAL</b>	<b><u>\$51,469,520</u></b>
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<b>Total Projected Fund Balances, 9/30/2023</b>	<b><u>\$17,657,533</u></b>
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SECTION 2. All ordinances or parts of ordinances in conflict are hereby repealed.

SECTION 3. This ordinance to be in full force and effect from and after October 1, 2022.



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

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

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

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

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

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

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

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

AN ORDINANCE ESTABLISHING THE SALARY FOR THE  
CITY ADMINISTRATOR OF THE CITY OF WASHINGTON,  
MISSOURI

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

SECTION 1: Commencing September 25, 2022 the salary for the City Administrator shall be One Hundred Twenty-Three Thousand Nine Hundred Eleven Dollars and Forty-Two Cents (\$123,911.42).

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

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

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

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

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

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

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

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

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A DISPATCHING SERVICES  
AGREEMENT BY AND BETWEEN THE CITY OF  
WASHINGTON, MISSOURI AND THE CITY OF NEW  
HAVEN, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Dispatching Services Agreement by and between the City of Washington, Missouri and the City of New Haven, Missouri, 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

## DISPATCHING SERVICES AGREEMENT

This Agreement, made and entered into this 1<sup>st</sup> day of October, 2022, by and between the City of Washington, Missouri, hereinafter called “City”, and the City of New Haven, Missouri, hereinafter called “Agency”.

WITNESSETH:

WHEREAS, the City is organized under and by virtue of the Constitution and laws of the State of Missouri is authorized by Chapter 70 RSMO to participate in cooperative programs with other political agencies and entities; and

WHEREAS, the Agency is organized under and by virtue of the Constitution and laws of the State of Missouri is authorized by Chapter 70 RSMO to participate in cooperative programs with other political agencies and entities; and

WHEREAS, the City has a dispatching center capable of providing dispatch services to the Agency; and

WHEREAS, the Agency is desirous of entering into an agreement with the City as a service contractor in order to provide to its constituency efficient communication and to manage emergency and non-emergency calls, and;

WHEREAS, the Agency deems it in the best interest and welfare of the inhabitants within its boundaries to enter into this Agreement for the purpose of obtaining emergency and non-emergency dispatching service, and

WHEREAS, the Agency, is engaged in law enforcement and non-emergency services wishes to receive emergency and non-emergency dispatching services (the “Services”) from the City.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings hereinafter set forth, it is mutual agreed by the parties as follows:

### I. DISPATCHING SERVICES

The City agrees to provide the Services for the Agency, for which the Agency shall pay the City the following amounts:

- (a) For the period beginning October 1, 2022 through September 30, 2023. Agency agrees to pay City the sum of Seven Thousand Five Hundred Seven and 00/100 Dollars ( \$7,507.00).
- (b) For the period beginning October 1, 2023 through September 30, 2024. Agency agrees to pay City the sum of Seven Thousand Eight Hundred Eighty-two and 00/100 Dollars (\$7,882.00).

(c) For the period beginning October 1, 2024 through September 30, 2025. Agency agrees to pay City the sum of Eight Thousand Two Hundred Seventy-six and 00/100 Dollars (\$8,276.00).

II. TERM OF AGREEMENT

This contract shall take effect on October 1, 2022, and shall continue in effect through September 30, 2025.

III. RESPONSIBILITIES OF PARTIES

Agency agrees to be responsible for any necessary radio upgrades that may be necessary to adequately provide a standard of service acceptable to both parties. City agrees to provide a level of Services equal to the Services currently provided to existing agencies.

City shall provide public safety answering and dispatch services for the Agency within the Agency corporate limits. The services shall be provided 24-hours a day, three hundred sixty five days a year. The City reserves the right to determine the level of staffing necessary to accomplish its responsibilities under this Agreement. The dispatchers performing the Services shall be under the control and direction of the City at all times.

City and Agency shall utilize their best efforts to anticipate and deal with problems or difficulties which may arise during the term of the Agreement. To accomplish this, each party will be required to identify one representative with appropriate knowledge of the Services provided by the City. The representatives shall meet as often as necessary to assure that the Services are being provided in an effective and efficient manner.

The parties agree that during the term of this Agreement they shall keep in force a policy of general and comprehensive liability insurance against claims for bodily injury, death or property damage, such insurance to afford immediate protection during the term of the Agreement to the limit of not less than Three Million Dollars (\$3,000,000.00) in respect of bodily injury or death to any one person, and to the limit of not less than Three Million Dollars (\$3,000,000.00) in respect of any one occurrence, and to the limit of not less than Four Hundred Thousand Dollars (\$400,000.00) for property damage.

All insurance provided for in this Article shall be affected under valid and enforceable policies, issued by insurers of recognized responsibility and qualified to do business in the State of Missouri.

Each party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of Services contemplated by this Agreement.

IV. TERMINATION OF AGREEMENT

Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement at any time by giving written notice ninety (90) days prior to the termination date addressed to the other party at its usual place of business.

V. SEVERANCE

If any clause, sentence, paragraph or section of this Agreement is adjudged invalid by a court of competent jurisdiction, the judgment shall not impair or invalidate the remaining portion hereof.

VI. FORCE MAJEURE

The time for performance of any obligation under this Agreement may be extended for the number of days equal to such delays caused by an event of Force Majeure. Any party who asserts the occurrence of Force Majeure shall give written notice within thirty (30) days after the commencement of a delay caused by an event of Force Majeure, and any party making claim therefor shall give a supplemental notice of the period of time such delay caused by an event of Force Majeure is expected to last, otherwise any right of claim therefor shall be deemed waived. The parties hereto shall take all reasonable actions to assure resumption of normal performance under this Agreement as soon as possible. Force Majeure means events, acts, omissions, conditions or circumstances beyond the control of the party whose performance is being delayed, including, without limitation, fire, flood, tornado, hurricane, or earthquake, war, riot, insurrection, strike, lockout, boycott or embargo, changes ordered to the Wastewater System project, pandemic or epidemic, acts of God, casualties, labor disputes, and unusual delays in transportation, unavailability of materials, adverse weather conditions not reasonably anticipated, delays caused by concealed conditions, delays caused by the other party to this Agreement, or its employees, agents, or separate contractors, or any other cause beyond the reasonable control of the delayed party, whether similar to or dissimilar from the foregoing; but in no event shall a party's unavailability of funds constitute Force Majeure.

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

CITY OF WASHINGTON, MISSOURI

\_\_\_\_\_  
James D. Hagedorn, Mayor

ATTEST: \_\_\_\_\_  
Sherri Klekamp, City Clerk

City of New Haven, Missouri

\_\_\_\_\_  
George Panhorst Jr., Mayor

ATTEST: \_\_\_\_\_  
Melissa Bergner, City Clerk





September 12, 2022

Mayor Doug Hagedorn  
City Council Members  
405 Jefferson St  
Washington MO 63090

Dear Mayor and City Council Members,

Attached you will find an Ordinance and Dispatching Service Agreement for the City of New Haven, Missouri. The purpose of this agreement is to provide law enforcement emergency and non-emergency dispatch services to the New Haven Police Department.

I will be available at the meeting on September 19, 2022, to answer any questions.

Sincerely,

Jennifer Brune,  
Director of Communications

RESOLUTION NO. 22-144

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR DISPATCHING SERVICES BETWEEN THE CITY OF NEW HAVEN, MISSOURI AND THE CITY OF WASHINGTON, MISSOURI**

**WHEREAS,** the City of Washington has proposed an agreement for dispatching services to the City of New Haven; and

**WHEREAS,** the parties desire to enter into an agreement for said services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF NEW HAVEN, MISSOURI, AS FOLLOWS:**

**SECTION ONE.**

The Mayor is hereby authorized and directed, on behalf of the City of New Haven, to execute an Agreement for Dispatching Services with the City of Washington. A copy of the Agreement is attached hereto as Exhibit A and made fully a part hereof.

**Adopted by the Board of Aldermen and approved by the Mayor on this 12<sup>th</sup> day of September, 2022.**



**George Panhorst, Mayor**

**ATTEST:**

  
City Clerk



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

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

AN ORDINANCE ACCEPTING THE EXTENSION OF THE CONTRACT PER THE TERMS IDENTIFIED IN THE INITIAL CONTRACT BY ONE (1) YEAR AT THE AMOUNT QUOTED FROM OAKLEY FERTILIZER, ST. LOUIS, MISSOURI TO PURCHASE BULK ROCK SALT BY THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized to execute all necessary purchase orders and contracts with Oakley Fertilizer, St. Louis, Missouri in an amount of Ninety-One Dollars and Eighteen Cents (\$91.18) per ton, for the Bulk Rock Salt Supply & Delivery for inclement winter weather operations within the City of Washington, Missouri. A copy of said sales contract is attached hereto and marked as Exhibit A.

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

SECTION 3: This ordinance shall take effect and be in full force from and after it's passage and approval.

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

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

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

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

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

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

**Exhibit A**

**SALES CONTRACT**

This Sales Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Oakley Fertilizer, 1 Angelica Street, St. Louis, MO 63147, herein referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller is extending the contract per the terms identified in the initial contract by one (1) year at the amount quoted for the purchase and delivery of bulk rock salt.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with Bulk Rock Salt for Ninety-One Dollars and Eighteen Cents (\$91.18) per ton for the period of October 2022 thru September 30, 2023.

The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington, Missouri executes this contract the day and year first written.

SELLER:

CITY:

BY: \_\_\_\_\_  
Company Representative

BY: \_\_\_\_\_  
Mayor – Washington, MO

ATTEST: \_\_\_\_\_  
City Clerk





September 13, 2022

RE: Recommendation – Extend Contract for the Purchase of Bulk Rock Salt for the Street Department

Honorable Mayor and City Council,

As you may be aware every year we go out for bid for the lowest & best price for bulk rock salt (supply & delivery) for inclement winter weather operations within the City of Washington. This year bulk salt has had a major price increase. We are able to extend last year’s contract with Oakley Fertilizer with a 27% increase on last year’s price (\$71.80) for a price of \$91.18 per ton. The Street Department has budgeted for Bulk Rock Salt out of the Chemical Account (001-18-000-533100).

Instead of going out for bid’s we based our 27% increase against Franklin County’s increase of 35%. Below are the price comparisons with the City of Washington and Franklin County.

CITY OF WASHINGTON BID	PER TON
Oakley Fertilizer	\$91.18

FRANKLIN COUNTY BID	
Compass Minerals America, Inc.	\$93.71
Morton Salt Inc.	\$94.79

I am recommending that the City of Washington extend our contract with Oakley Fertilizer for one (1) year for the lowest and best price for the City of Washington.

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

Respectfully,

  
 Tony Bonastia  
 Street Superintendent

# Invitation for Bid and Bid Form

Issued by: City of Washington Office of City Clerk	Address: 405 Jefferson Washington, MO 63090
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Date Issued: 18 Aug 2021	Department: Street
Liaison name: Tony Bonastia	Phone No.: 636-390-1037

Sealed bids in DUPLICATE, subject to the TERMS AND CONDITIONS of this Invitation, its schedule, the attached TERMS AND CONDITIONS OF PURCHASE, and the ADDITIONAL CONTRACT TERMS, will be received at the above office until **2:00 o'clock** p.m. Central Time, **15 Oct 2021**, and at that time be publicly opened, for furnishing the following supplies or services, at the time specified in the Schedule, for delivery. General information and instructions to bidders are contained in the terms and conditions

**Note: Bids shall be sent in DUPLICATE in a sealed envelope and marked:  
Rock Salt Bid 2021/22**

**Mail to City Clerk: 405 Jefferson St, Washington MO, 63090  
NO FAXED BIDS WILL BE ACCEPTED**

### SCHEDULE

The City of Washington is requesting bids for:

Rock Salt

Bid Deposit Required – none required Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Performance Bond Required – none required Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---	--

Signature of bidder indicates that he/she understands and will comply with all terms and conditions on City, and all other specifications and conditions made a part of this invitation for bid and any subsequent award or contract.

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within 30 calendar days (60 calendar days unless a different period is inserted by the bidder) from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each terms, delivered at the designated point(s) and within the time specified in the Schedule of the Invitation for Bids.

Name and address of Bidder (Street, City, State, and Zip) Type or Print <u>OAKLEY FERTILIZER</u> <u>1 ANGELICA ST</u> <u>ST. LOUIS, MO 63147</u> Phone: <u>314-336-4060</u> Fax: _____	Signature and Title of person authorized to sign this bid (Type or print name and title under signature) Must be completed for Valid Bid <u>RICH COFFMAN</u> <u>Rich Coffman</u> REG. SALES MGR. Signature Title Email address: <u>RICH.COFFMAN@</u> <u>BRUCEOAKLEY.COM</u>
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## Schedule Continuation Sheet

Item No.	Quantity	Unit of Measure	Description of Material or Services	Unit Price	Total Amount
1	1,000 - 4,000	Tons	Bulk Rock Salt	\$ <u>71.80</u>	Per Ton
			<p><u>Note:</u>            Bid acceptance by the City does not guarantee or warrant that any salt or any minimum amount of salt will be ordered. Material specifications and delivery shall be per section labeled "Additional Specifications" within this Invitation for Bid.</p> <p>Earliest date to place order for 1,000-4,000 tons <u>prompt</u></p>		
2	0 - 500	Tons	Emergency Bulk Rock Salt, to be delivered upon request in the event of severe weather.	\$ <u>76.80</u>	Per Ton
			<p><u>Note:</u>            Additional orders per year of a minimum quantity of 500 tons (each order) may be required at different times in the event of severe weather conditions.</p>		

**Additional Specifications:**

- Rock Salt shall be sodium chloride ASTM designation D 632-72, type 1. Salt shall be treated with anti-caking agent to minimize caking in outside storage locations. Salt shall be uncontaminated, clear of lumps and free flowing.
- Salt shall be delivered FOB Destination Freight Prepaid and Allowed to #4 Chamber Dr., Washington Mo, 63090
- Bid submitted shall be a firm price.
- The City shall not be responsible for any unloading delays and shall not accept any bid which includes demurrage penalties.
- Total of 1,000-4,000 tons to be purchased in the contract period with the option to purchase additional quantities at the rates provided in Supplier Bid Response prior to the end of contract period.

**Additional Information:**

**Acceptance** – The City Council of said City reserves the right to reject any and/or all bids, and to waive any irregularities therein.

**Award** – This Invitation for Bid does not commit the City of Washington to award a Contract or to pay for any cost incurred by successful or unsuccessful bidders in the preparation of a quote to this request.

**Amendment Issuance** – If Bidder has any questions which arise concerning the true meaning or intent of the specifications or any other requirements stated herein, the Bidder shall request that an interpretation be made in an Addendum. Failure to request an Addendum governing any such question shall not relieve the respondent from delivery in accordance with the intent of the specifications. If it becomes evident that the material contained within this Invitation for Bid requires amendment, the Street Superintendent shall issue a formal written amendment to these documents for distribution to all known prospective respondents. The issuance of an amendment may be released until the stated date and time of bid response receipt. If it is deemed necessary by the City the amendment may extend the current bid response receipt deadline.

**Questions and Clarifications** – All questions shall be submitted in writing via email to Pam Gildehaus, at [pgildehaus@washmo.gov](mailto:pgildehaus@washmo.gov) by end of business on 14 October 2021.

**Discounts** – Suppliers are encouraged to offer rebates or discounts such as payment discounts. Please list any discounts you may offer.

**Substitutions** – The product, equipment, materials, or methods described or noted within the bidding documents are to establish a standard of quality, function, appearance and/or dimension, and shall be deemed to be followed by the words "or equal." A proposed substitute shall have approved equal attributes in all respects and the City of Washington shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution. When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance and use shall be considered, provided the Seller specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal.


**Contract Term & Price Escalation** – The initial anticipated contract period is twelve (12) months. Upon expiration of the initial contract period, the City shall have the option to renew, one term at a time, pending approval of funding, for up to four (4) additional twelve (12) month terms through written mutual agreement between the City and Supplier. Pricing shall be fixed firm for the initial contract period at the rates provided in the accepted supplier bid response. Beginning at the first anniversary and annually thereafter, the Supplier may submit a request in writing to the City's Clerk for an increase. The request must be submitted no later than 60 days before the anniversary date and must clearly describe and justify increased expenses. The City may, in its discretion, approve the request provided it is satisfied that the Supplier's request is justified. No other charges shall be added during the contract without the City's written permission. Upon expiration of the last term of the resulting contract the most recent agreement will proceed on a month to month basis until the City is able to obtain a new agreement through the processes dictated by the City of Washington Code of Ordinances.

**Billing and Payment** – All requests for payment shall be submitted to the Finance Department located at 405 Jefferson St., Washington Mo., 63090. Billing submitted shall only include approved costs; any additions that have not been approved by the City shall be excluded for payment. Payment on billing will be issued within thirty (30) days following receipt of complete documentation as is required for the project in question. The City's preferred method of payment is CHECK. For Questions Contact the City's Finance Department by phone at (636) 390-1090 or through fax at (636) 390-1088.

**Invoicing** – All invoices must include the following information on the related invoice for payment.

- Purchase Order Number
- Date of invoice
- Invoice number
- Description of Goods or Services
- Payment amount requested

**Conflict of Interest** – Bidder will disclose all business interests or family relationships with any city officer or employee who was, is, or will be involved in Bidder selection, negotiation, drafting, signing, administration, or evaluating the Bidder's performance. As used in this section, the term "Bidder" shall include any employee of the Bidder who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a civic leader, elected official, city officer or employee described above. Through submittal Bidder certifies, to the best of their knowledge, that they have no conflict of interest regarding provision of the services as detailed herein. Bidder will inform the City if a potential conflict of interest arises during the period in which services are rendered.

Vendor: <b>OAKLEY FERTILIZER</b>	Authorized Signature: 
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BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE HIGH STREET RECONSTRUCTION AND ADA IMPROVEMENTS PROJECT

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

SECTION 1: The Mayor is hereby authorized and directed to execute a contract by and between the City of Washington, Missouri and HDR Engineering, Inc. for Engineering Services associated with the High Street Reconstruction and ADA Improvements Project in the City of Washington, Missouri. A copy of the contract is attached and is marked as Exhibit A. Said execution is subject to approval by MoDOT.

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

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

SECTION 4: 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

1a

Exhibit A

**SPONSOR: City of Washington**

**LOCATION: High Street from Fifth Street to Front St**

**PROJECT: High Street Reconstruction and ADA Improvements STP-4940(608)**

*THIS CONTRACT* is between City of Washington, Missouri, hereinafter referred to as the "Local Agency", and HDR Engineering, Inc. with principal offices at 1917 South 67<sup>th</sup> Street, Omaha, NE hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Surface Transportation Plan (STP), coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a two-inch asphalt resurfacing with full width cold mill, removal and replacement of all sidewalks, curb ramps, and curb and gutter to meet ADA regulations from Fifth Street to Front Street. Retaining walls will be installed where necessary. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction observation and sampling of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

See Attachment A for the Scope of Services specific to this project.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. 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 14% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 14% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer 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 <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
Engineering Design Source, Inc. 16141 Swingley Rd Suite 300 Chesterfield, MO 63017	Construction Observation & Sampling	\$54,350	\$54,350	100%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed by August 2, 2024.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$13,253.58 with a ceiling established for said design services in the amount of \$142,578.49, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$3,843.46, with a ceiling established for said inspection services in the amount of \$113,677.86, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at N/A of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at 155.01% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus



- 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
  
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
  
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
  
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
  
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

**ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve

the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
BFA, Inc.	103 Elm Street Washington, MO 63090	Survey
SCI Engineering	130 West Point Boulevard St. Charles, MO 63301	Material Testing & Sampling

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

#### **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

#### **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

#### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual

hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. Without limiting its liability hereunder, (Architect, Engineer or Land Surveyor) shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance listing the City as an additional insured on Commercial General Liability as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior to written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

The Commercial General Liability shall include Contractual Liability Coverage for the liability assumed by (Architect, Engineer or Land Surveyor).

The Engineer's insurance coverage shall be for not less than the following limits of liability:

- (1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
- (2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

<i>General Aggregate</i>	<i>\$3,000,000</i>
<i>Each Occurrence</i>	<i>\$1,000,000</i>
- (3) Automobile Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each occurrence, \$3 million aggregate.
- (4) Architect's, Engineer's and Land Surveyor's Professional Liability Insurance with \$1 million per claim, \$3 million aggregate.

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may

terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be



performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

**CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such

insurance in the State of Missouri.

**ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 2022.

Executed by the City of Washington this \_\_ day of \_\_\_\_\_, 2022.

**FOR: CITY OF WASHINGTON, MISSOURI**

**BY:** \_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
City Clerk

**FOR: HDR ENGINEERING, INC.**

7d

**BY:** \_\_\_\_\_  
Joseph Drimmel, Senior Vice President

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

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
City Finance Director

**ATTACHMENT A**  
**SCOPE OF SERVICES**

### **Scope of Services:**

The CONSULTANT'S scope of services will be to provide the engineering data collection, analysis and design, drafting, spec writing, and cost estimating needed to produce a set of Construction Documents (Plans, Specs, and Estimate) for approval by MoDOT and issued for bidding in accordance with the City of Washington hereafter referred to as the "CITY", in other sections, and in compliance with CITY and MoDOT LPA requirements. The services described in the following sections will form the basis of the Professional Service Agreement between the CITY and selected CONSULTANT.

### **Project Description:**

This project involves full width cold mill and installation of a new two-inch asphalt surface on High Street, between Fifth Street and Front Street, for a total length of approximately 0.7 miles. Per the pavement condition information included in the Block Grant application, the existing pavement is experiencing block cracking, unconfined joint raveling, and localized base failures. The overall Pacer rating of 4, puts the pavement in fair condition and calls for a "structural improvement" involving a 2" mill and overlay to extend the life of the pavement before full reconstruction is required. In addition to the planned pavement improvements, the existing curb and gutter and sidewalks along both sides of High Street throughout the corridor will be replaced. These elements exhibit varying levels of deterioration, differential settlement, and do not meet current ADA requirements. There are a few locations where ADA improvements have already been made in the vicinity of the aquatic facility and Main Park; these previous upgrades will be incorporated into the overall plan. There is also a short two-block section along the east side of High Street between Second and Front Streets that currently does not have sidewalk. The proposed improvements will not include constructing a new sidewalk for this stretch but will require curb and gutter replacement.

The Scope of Services for this project includes the development, submittal, and approval Preliminary Design, ROW Plans, and Final PS&E documents. Design services include surveying, ADA compliance survey, environmental and historic preservation services/permits as well as assisting with the bidding process, construction support/construction inspection, and traffic control. Based on conversations with the CITY, and a walkthrough of the corridor, it is assumed the proposed improvements will only require temporary construction easements and there will be no permanent easements or ROW required. There are approximately 85 parcels along the corridor, and with the current roadway/sidewalk section to be built up to the existing ROW line, this will necessitate obtaining temporary easements for most of the corridor. HDR anticipates the plans for this project will be produced at a similar level as the Jefferson Street Improvements.

In addition to the pavement overlay and sidewalk replacement/construction, the project shall include the following improvements:

- Limited full depth pavement repair of failed pavement sections. CITY to provide locations and extent of full depth repair required.
- Replacement of the grates on existing drain inlets with bicycle safe grates (drainage



analysis not included with this scope):

- 1 inlet near the intersection of 2nd and High Street.
- 2 inlets near the intersection of Main and High Street.
- Plans shall note that sidewalk/curb reconstruction will require the removal and resetting of the existing inlet frames.
- Signage for an on-road biking facility.
- A railing will be needed to bring the sidewalk into ADA compliance due to the drop off from the sidewalk and the existing grade tying into the wall/Curb in front of the property at 358 High Street.
- The installation of small block walls or MoDOT Type S curb in locations where the existing grade encroaches on the proposed sidewalk width.

### **Deliverables:**

- Topographic and boundary survey
- Preliminary Plans and Estimate – Submitted in accordance with current MoDOT LPA guidelines.
- Right-of-way (ROW) Plans, Documents and Estimate - Submitted in accordance with current MoDOT LPA guidelines.
- Final Plans, Specifications and Estimate– Including electronic data. Submitted in accordance with current MoDOT LPA guidelines.
- Bid and Construction Services in accordance with MoDOT LPA procedures.

### **Task 1 - Pre-Design Phase**

- a. Information gathering – utility base maps, property data, flood maps
- b. Develop Design Criteria
- c. Boundary and Topographic Survey

The CONSULTANT shall complete surveying work needed for development of final plans. The surveying work during this phase shall include the collection of ground survey information in order to proceed with the roadway design utilizing 3D modeling techniques for sections where a proposed wall may be needed. Survey data collected by the CONSULTANT in combination with aerial photos provided by the CITY will serve as the base for the development of preliminary plans and shall be used later as full scale base drawings for right of way and/or final design plans.

The survey shall locate existing surface features to the face of the adjacent residences/businesses, existing retaining walls or a minimum of 10 feet beyond existing right-of-way limits if no structure exists on a parcel. This information will be used to develop design plans showing existing features, topography, contours and boundary information within the following survey limits:

- High Street:
  - From the centerline of 5<sup>th</sup> Street to the centerline of Front Street. The survey shall extend in each direction of 5<sup>th</sup> and Front St. 20' beyond the existing curb return radii
  - A minimum of 20' past the existing High Street Right-of-Way line for the following side streets.
    - Horn St

- James St
- 3<sup>rd</sup> St
- Esther St
- Edith St
- Circle Dr
- Roberts St
- 2<sup>nd</sup> St
- Main St

Measure 3 drain inlets (see locations above), for replacement of existing grates with new bicycle safe grates.

The CONSULTANT shall establish horizontal and vertical control points, including local benchmarks to be used during construction. Elevations and vertical control shall be based on NAVD88 datum. Benchmarks shall be located on existing rigid improvements within or immediately adjacent to the project corridor. Benchmarks shall NOT coincide with horizontal control points, and the basis of datum shall be stated. Establish horizontal control points and benchmarks near the following locations (for construction surveying use):

- Fifth Street intersection
- 3<sup>rd</sup> St intersection
- Front Street intersection

Survey shall comply with all applicable standards as stated in the engineering policy guide of the Missouri Department of Transportation.

The CONSULTANT shall collect points on miscellaneous features within the survey limits given above that may be necessary for design and inform contractors during the bidding process. Features requiring survey shall include - but are not limited to entrances, culvert pipes, curb drains, drainage structures, signage, and utilities.

The CONSULTANT shall establish a survey centerline and stationing for High Street. The survey centerline shall be based on the centerline location of the existing roadway and checked against right of way evidence to determine significant discrepancies.

The CONSULTANT shall perform pick-up surveys and utility conflict staking to supplement design activities.

The CONSULTANT shall perform the following existing utility surveying activities:

- i. Locate and survey visible utilities and location marks of underground utilities, to S.U.E. Level "B" as defined by the FHWA, as marked by others based on One Call locate requests, and private or public utilities that respond to requests for locate requests within the survey limits referenced above. CONSULTANT shall submit One Call locate request ticket. Utilities impacted due to lack of response to locate requests are not the CONSULTANT's responsibility. If utilities are not marked in the field they will be drawn in the survey file using the available information and noted as such.
- ii. Locate and survey storm sewers/inlets, curb drains, wells and septic tanks/drain-fields within the survey limits referenced above. Provide manual survey information, photos, and sketches depicting structure sizes, orientation, pipe size, type (RCP, etc.) and flow line information for entering and exiting pipes.

The CONSULTANT shall perform the following property and land survey activities:

- i. Land survey of the R/W corridor for the project compliant with the Missouri Minimum Standards for Property Boundary Surveys. This will include the development of a survey plan that will serve as the recordable survey plat for properties that include a taking or permanent easement. The existing R/W will be established through the entire project limits.
  - ii. Survey plan will include a land description of the roadway R/W corridor. This description shall (1) be based on the location survey, (2) be concise, (3) contain title identity, (4) contain measured dimensions and roadway stationing in ground units, (5) contain measurement data that describes the geometric area of the corridor and closes mathematically, (6) contains information that does not lend to alternate interpretations, and (7) be written to facilitate the relocation of the corridor by a professional land surveyor.
  - iii. Preparation of easement exhibits and descriptions for the following parcels:
    - 85 non-CITY parcels immediately adjacent to High Street between Fifth Street and Front Street
- d. Coordination with Other Agencies – Coordination with utility companies shall be headed by the CITY, CONSULTANT will assist and provide information on anticipated conflicts to determine cost, easement requirements, and schedule for utility relocations necessary for the project. The following utilities are noted in the TIP application:
- i. Electric - Ameren Missouri
  - ii. Phone- AT&T, Charter
  - iii. Gas - Spire
  - iv. Water – City of Washington
  - v. Cable TV – AT&T, Charter Communications
  - vi. Storm Sewers – City of Washington
  - vii. Sanitary Sewers – City of Washington

### **Task 2 - Preliminary Design Phase**

Construction plans will be based on a combination of aerial photos (provided by the CITY) georeferenced with survey data. They will show a limited amount of information needed to construct the project.

- a. Preliminary Design implementing the sidewalk to be replaced and proposed typical section to 30%.
- b. Utility Coordination to determine preliminary utility relocation plan, including utility meeting.
- c. Coordinate with MoDOT to review preliminary design.
- d. Preliminary Cost Estimate
- e. Permitting - Permitting requirements will be completed in accordance with requirements outlined in MoDOT Local Public Agency (LPA) Manual Section 136.6 to include:
  - i. Prepare and submit the LPA Request for Environmental Review (RER).
  - ii. Prepare documentation to comply with the NEPA classification established by MoDOT: A Programmatic Categorical Exclusion (PCE) is anticipated.

### **Task 3 - Preliminary Plans – Shall consist of the following information**

- a. Title Sheet
- b. Typical Sections

- c. Roadway Plan drawings at a scale of 1"=20" to include:
  - i. Aerial background (provided by the CITY) with topographic survey data.
  - ii. Property lines for parcels impacted by the project (85 assumed), existing and proposed right-of-way lines, name of property owners and the Book/Page numbers on which their deed is recorded.
  - iii. Existing utilities based on One-Call locates.
  - iv. Proposed Improvements
    - 1. Roadway Stationing
    - 2. Limits of driveway and side road connections.
    - 3. Proposed retaining wall limits.
    - 4. Construction limits, tentative right-of-way lines, and easement requirements for construction.
    - 5. Existing utilities (SUE Level B) and incorporate relocations developed by the utility companies.
- d. Preliminary opinion of probable construction cost.
- e. Preliminary Plans as required for MoDOT submittal.

#### Task 4 ROW Design Phase

- a. Establish ROW and Easement needs for improvements as well as utilities at approximate 60% design level.
- b. Address comments for the CITY and MoDOT.
- c. Attend Utility Meeting.
- d. Incorporate utility relocations by others.
- e. ROW Cost Estimate
- f. ROW Plan submittal to MoDOT.

#### Task 5 ROW Plans

- a. Title Sheet
- b. Typical Sections
- c. Plan Drawings include updated linework from preliminary plus:
  - i. Temporary Easements including areas.
  - ii. Title Search information
  - iii. Survey Ties
- d. Temporary Easement Plats and Descriptions (Estimate 85 parcels)
  - i. Prepare right-of-way and easements plans on scale 1"=20'.
  - ii. The existing right-of-way shall be located in accordance with Missouri Minimum Standards for Property Surveys (10 C.S.R.-30.2).
  - iii. Prepare a summary sheet by parcel listing owner(s) name, area prior to taking, and area in temporary easement.
  - iv. The final right-of-way plans shall be based on a best fit of record information with the recovered field monumentation. Owner names shall be shown on the property street map.
  - v. Prepare Letter and exhibit for Temporary Easements.

The CONSULTANT will perform the following ROW tasks:

- a. Prepare Temporary Construction Easement agreement using the agreement from the Jefferson St. project as a template.
- b. Include the RW plan sheet of the impacted parcel.
- c. RW plan exhibit highlighting the impacted parcel. Drawing at a scale of 1"=5' or 1"=10' with some addition dimensional information.
- d. Property owners will be determined using the latest information on the Franklin County

GIS database.

This task does not include the preparation of metes and bounds descriptions of new right of way, permanent or temporary easements. It also does not include the acquiring of Title reports for any parcel, if required Title Reports will be acquired by the CITY. Right-of-way acquisition to be performed by CITY. This scope does not include any staking of parcels, easements or right of way to be acquired, acquisition/condemnation related services.

### **Task 6 Final Design**

Final design plans and construction bid documents shall be in accordance with requirements outlined in MoDOT LPA Manual. CONSULTANT will proceed with the development of the Final Design documents once the Right-of-Way plans have been approved by MoDOT.

On the basis of the approved right-of-way design documents, prepare for incorporation into the Contract Documents (including bid forms, notice to bidders, instruction to the bidders, general conditions, and other related documents) final drawings to show the character and scope of the work to be performed by contractor(s) on the project.

- a. Advance design to include details of temporary traffic control, erosion control, signing, striping, construction details, small block retaining walls, incorporate utility plans provided by City or utilities as well as reflect changes from ROW negotiations.
- b. Attend Utility Meeting.
- c. Request for Bid Documents – Insert instructions, front end specs, special provisions provided by City.
- d. Final opinion of probable construction cost.

### **Task 7 Pre-Final Plans**

- a. Title sheet with legend, location map, and project design criteria.
- b. Typical Sections
- c. Quantity Summary Sheets
- d. Plan Sheets
- e. Coordinate/Reference Point Sheets
- f. Driveway/Entrance Detail Sheet.
- g. ADA Details
- h. Signal/Lighting Plans
- i. Temporary Traffic Control Details – 1 sheet of standard details
- j. Detail for Bicycle safe grates.
- k. Erosion Control Details – 1 sheet of standard details
- l. Special Construction Detail sheets for non-standard design elements.
- m. Retaining and elevation sheet(s) and typical details
- n. Final Opinion of probable cost.
- o. Final Plans as required for MoDOT submittal.

### **Task 8 Final Plans**

- a. Revisions to the Bid Set of plans, specifications and estimate based on the CITY and MoDOT comments.
- b. Electronic Information for Contractor Bidding.



### **Task 9 Bid Support**

During the bidding phase, the CONSULTANT will be required to assist the CITY in answering bidders' inquiries and producing Addenda as required for interpretation of bid documents prepared by CONSULTANT.

- a. Attend pre-bid meeting
- b. Respond to up to ten (10) contractor information requests (RFIs)
- c. Assist in bid evaluation

### **Task 10 Construction Services**

After Contracts for the construction of the project have been executed and during the construction period, the CONSULTANT shall be available to the CITY to provide the following engineering services:

- a. Respond in timely manner to up to 24 Requests for Information (RFI), provide clarifications, attend meetings, and produce revised construction drawings only if required due to ambiguities in bid documents.
- b. Review shop drawings submitted by contractors to the CITY for general conformance with CONSULTANT'S design intent presented in construction documents.

During construction, the CONSULTANT shall serve as the CITY's representative for administering the terms of the construction contract between the CITY and their contractor. The CONSULTANT will endeavor to protect the CITY against defects and deficiencies in workmanship and materials in work by the contractor. However, the furnishing of such project representation will not make the CONSULTANT responsible for construction methods and procedures used by the contractor or for the contractor's failure to perform the work in accordance with the contract documents. Construction Services shall be performed in accordance with MoDOT EPG section 136.11 Local Public Agency Construction, these services shall include:

- a. Assist the CITY with the preparation and execution of a Pre-Construction meeting.
- b. Make up to 60 site visits to observe the contractor's progress, quality of work, and to determine if the work conforms to the contract documents.
- c. Accompany CITY, MoDOT and FHWA representatives on visits of the project site as requested.
- d. Review shop drawings and schedules submitted by the contractor. Assumes 4 submittals.
- e. Reject work not conforming to the project documents.
- f. Prepare change orders for issuance by the CITY prior to the work being performed. Assumes a total of 4.
- g. Review wage rates, postings, equal employment opportunity and other items called for in the contract documents assumes 4 reviews.
- h. Observe materials placed in field by contractor, review material certifications furnished by the contractor, and sample concrete and other materials as required as required by the MoDOT LPA guidelines. Independent assurance samples and tests may be performed by MoDOT personnel, such sampling and testing is excluded from the work to be performed by the CONSULTANT under this contract.
- i. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payment due the contractor.
- j. Be present during critical construction operations, including, but not limited to the

following:

- Excavation and backfilling
  - Concrete batching and pouring
  - Placement of surfacing materials
  - ADA Ramp Construction
  - Compaction of Sub-grade prior to concrete placement
  - Installation of asphalt overlay.
- k. Complete a MoDOT ADA Post Instruction Checklist(s) to verify that construction meets ADA guidelines.
- l. Participate in final inspection, provide CITY with project documentation (diaries, test results, certifications, etc.) and provide as-built plans for CITY records in the form of redlined construction documents.

#### **Task 11 Project Management/Administration**

- a. Project Admin – contracts, invoicing, project review meetings, subconsultant coordination.
- b. Project Meetings
- i. Team Coordination meetings
    1. Teleconference status meetings – monthly
    2. City Council/Transportation Committee Meetings – 2 meetings assumed.
- c. Quality Management – Quality Plan and quality assurance of all deliverables.

#### **SCOPE EXCLUSIONS AND ASSUMPTIONS**

The following items are specifically excluded from the design portion of the Scope of Services and shall be performed by others, or shall be authorized as Extra Services:

- This Scope of Work assumes a deliverable plan set commensurate with the level of effort/detail contained in the final plans for Bieker Road STP-6400(624) received from the CITY and the current Jefferson Ave project.
- It is anticipated that all driveways will be addressed by standard detail and construction within the existing right-of-way limits.
- This Scope of Work assumes improvements will be bid at one time in one package.
- Assumes no Public Hearing.
- Assumes no substantial changes will be made following the addressing of comments for each subsequent stage. Substantial changes include any comments that would require more than 8 workhours to change once plan set is accepted at the appropriate milestone.
- Utility relocation plans will be developed by others including storm sewer. Utility coordination is limited to identify utility relocations, submitting proposed plans to utilities, requesting location designs and schedules and showing the appropriate information on construction documents.
- All photos and photo sheets for Section 106 permitting will be performed the City.
- No Section 404/401,4f or 6f will be required.
- All retaining walls will be small block and will not include structural design services

or geotechnical exploration.

- No permanent ROW or Easements will be required to complete construction.
- City will be responsible for all permit application costs
- City will handle all aspects of the bid advertisement and distribution of plan information via electronic plan site. No hard copy full size plan sets will be provided.
- Construction staking will not be provided.
- Construction Services are based on a 4-month construction period and assumes 60 site visits for construction oversight.
- Final electronic as-built construction plans will not be provided.

### **SCHEDULE**

The phases of work will be completed in accordance with the following schedule:

- Notice to Proceed – October 1, 2022
- Preliminary Design – March 30, 2023
- ROW Plans – June 30, 2023
- Pre-Final Plans – May 3, 2024
- Final Plans and Bid Documents – August 2, 2024
- Construction Services through December 31, 2025

The submittal schedule set forth by this exhibit is based upon the CITY giving the CONSULTANT notice to proceed with the scope of services not later than November 1, 2022. If notice to proceed with the scope of services is received at a later date, the submittal schedule shall be adjusted accordingly.

The CITY will grant time extensions for unavoidable delays beyond the control of the CONSULTANT. Requests for extensions of time shall be in writing by the CONSULTANT, before plans are due, stating fully the reasons for the request.

**ATTACHMENT B**  
**ESTIMATE OF COST**



Project: High Street Resurfacing and ADA Project Computed: ELK Date: 9/9/2022  
 Subject: Task List & Manhours Checked: KCK Date: 9/9/2022  
 Task: SUMMARY (HDR) Page: 1 of: 6  
 Job #: STP-4940(608) No:

TASK	Project Principal	QC Engr.	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Admin	TASK TOTAL
Description Hourly Rate	\$115.00	\$90.00	\$85.00	\$75.00	\$45.00	\$39.00	\$37.50	
<b>Preliminary Through Final Design Services</b>								
Project Management	2		64		16		16	98
Roadway		14	10		158	572		754
	2	14	74		174	572	16	852

Subtotal: Direct Cost	\$230.00	\$1,260.00	\$6,290.00		\$7,830.00	\$22,308.00	\$600.00	\$38,518.00
Burden & Overhead 154.88%	\$356.22	\$1,951.49	\$9,741.95		\$12,127.10	\$34,550.63	\$929.28	\$59,656.68
HDR Subtotal	\$586.22	\$3,211.49	\$16,031.95		\$19,957.10	\$56,858.63	\$1,529.28	\$98,174.68

**DIRECT EXPENSES**

Travel	\$1,000.00
Printing	\$100.00
	<u>\$1,100.00</u>

Fixed Fee 13.5%	\$79.14	\$433.55	\$2,164.31		\$2,694.21	\$7,675.92	\$206.45	\$13,253.58
FCCM 0.1304%	\$0.30	\$1.64	\$8.20		\$10.21	\$29.09	\$0.78	\$50.23
LABOR + FIXED FEE+FCCM	\$665.66	\$3,646.68	\$18,204.47		\$22,661.52	\$64,563.64	\$1,736.52	\$111,478.49
DIRECT EXPENSES								\$1,100.00

HDR Labor + Direct Expenses = \$112,578.49

BFA (Survey, RW) \$ 30,000.00

**PROJECT FEE (DESIGN) \$142,578.49**





Project: High Street Resurfacing and ADA Project Computed: ELK Date: 9/9/2022  
 Subject: Task List & Manhours Checked: KCK Date: 9/9/2022  
 Task: SUMMARY (HDR) Page: 2 of: 6  
 Job #: STP-4940(608) No:

TASK	Project Principal	QC Engr.	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Admin	TASK TOTAL
Description Hourly Rate	\$115.00	\$90.00	\$85.00	\$75.00	\$45.00	\$39.00	\$37.50	
<b>Construction Services</b>	2		47	44	76		6	175
	2		47	44	76		6	175

	Subtotal: Direct Cost	\$230.00	\$3,995.00	\$3,300.00	\$3,420.00		\$225.00	\$11,170.00
	Burden & Overhead 154.88%	\$356.22	\$6,187.46	\$5,111.04	\$5,296.90		\$348.48	\$17,308.10
	HDR Subtotal	\$586.22	\$10,182.46	\$8,411.04	\$8,716.90		\$573.48	\$28,478.10
<b>DIRECT EXPENSES</b>								
Travel	\$600.00	Fixed Fee 13.5%	\$79.14	\$1,374.63	\$1,135.49	\$1,176.78	\$77.42	\$3,843.46
		FCCM 0.1304%	\$0.30	\$5.21	\$4.30	\$4.46	\$0.29	\$14.57
		<b>LABOR + FIXED FEE</b>	\$665.66	\$11,562.30	\$9,550.83	\$9,898.14	\$651.19	\$32,328.12
	\$600.00	<b>DIRECT EXPENSES</b>						\$600.00
								<b>HDR Labor + Direct Expenses = \$32,928.12</b>
								EDSI (Construction Observation) \$54,350.00
								SCI (Testing) \$26,399.74

**PROJECT FEE (CONST) \$113,677.86**

DBE SUBCONSULTANTS (Total Project):

DBE Goal = 14%  
 DBE Participation = 21.2%

**TOTAL PROJECT FEE \$256,256.35**



Project:	<b>High Street Resurfacing and ADA Project</b>	Computed:	<b>ELK</b>	Date:	<b>9/9/2022</b>
Subject:	<b>Task List &amp; Manhours</b>	Checked:	<b>KCK</b>	Date:	<b>9/9/2022</b>
Task:	<b>Project Management</b>	Page:	<b>3</b>	of:	<b>6</b>
Job #:	<b>STP-4940(608)</b>	No:			

TASK	Project Principal	QC Engr.	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Admin	TASK TOTAL
Description Hourly Rate	\$115.00	\$90.00	\$85.00	\$75.00	\$45.00	\$39.00	\$37.50	
<b>Task 1 - Project Management</b>								
Project Administration (24 months)	2		48				16	66
Project Meetings								
Progress Meetings (assume 12)			12		12			24
City Council/Transportation Meetings (assume 2)			4		4			8
<b>TOTAL HOURS PROJECT MANAGEMENT</b>	<b>2</b>		<b>64</b>		<b>16</b>		<b>16</b>	<b>98</b>

Subtotal: Direct Cost	\$ 230.00	\$ -	\$ 5,440.00	\$ -	\$ 720.00	\$ -	\$ 600.00	\$6,990.00
HDR Burden & Overhead (154.88%)	\$356.22		\$8,425.47		\$1,115.14		\$929.28	\$10,826.11
Subtotal	\$586.22		\$13,865.47		\$1,835.14		\$1,529.28	\$17,816.11
<b>DIRECT EXPENSES</b>								
Travel (Site Visits/ Meel \$1,000.00)		Fixed Fee (13.5%)	\$79.14	\$1,871.84	\$247.74		\$206.45	\$2,405.18
		FCCM (0.1304%)	\$0.30	\$7.09	\$0.94		\$0.78	\$9.11
Printing \$100.00	\$100.00	<b>LABOR + FIXED FEE+FCCM</b>	\$665.66	\$15,744.40	\$2,083.82		\$1,736.52	\$20,230.40
		<b>DIRECT EXPENSES</b>						\$1,100.00
	<u>\$1,100.00</u>							

**PROJECT MANAGEMENT = \$21,330.40**

7d



Project: **High Street Resurfacing and ADA Project**  
 Subject: **Task List & Manhours**  
 Task: **Roadway**  
 Job #: **STP-4940(608)**

Computed: **ELK** Date: **9/9/2022**  
 Checked: **KCK** Date: **9/9/2022**  
 Page: **4** of: **6**  
 No:

TASK	Project Principal	QC Engr.	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Admin	TASK TOTAL
Description	Hourly Rate	\$115.00	\$90.00	\$85.00	\$75.00	\$45.00	\$39.00	\$37.50
<b>Task 1 - Pre-Design Phase</b>								
Information Gathering - Utility Base maps, property data,					1	6		7
a. flood maps					2			2
b. Develop Design Criteria								
c. Boundary and Topographic Survey	BFA							
d. Coordination with Other Agencies			2		2			4
<b>Task 2 - Preliminary Design Phase</b>								
a. Preliminary Design (30%)								
Create Existing Baseline					1			1
Retaining Wall Limits						12		12
b. Utility Coordination					4			4
c. MoDOT Coordination					2			2
d. Quantity Calculation					2	8		10
e. Permitting/Environmental			2		24	12		38
<b>Task 3 - Preliminary Plans</b>								
a. Title Sheet					1	4		5
b. Typical Sections (2 Sheets)					4	8		12
c. Roadway Plan (10 Sheets)					16	120		136
d. Preliminary Cost Estimate					2	6		8
e. MoDOT Submittal					2			2
Submittal Quality Assurance		4						4
<b>Task 4 - ROW Design Phase</b>								
a. and b. Establish ROW and Easement needs to a 60% design level					2	16		18
c. Attend Utility Meeting			2		2			4
d. Incorporate utility relocations by others					2	4		6
e. ROW Quantity Update					2	4		6
f. ROW Plan Submittal to MoDOT					2			2
<b>Task 5 - ROW Plans</b>								
a. Title Sheet						1		1
b. Typical Sections					2	4		6
c. Plan Drawings (10 Sheets)					4	40		44
d. ROW and Temp. Easement Descriptions (85 Parcels)					20	100		120
Submittal Quality Assurance		4			4			8
<b>Task 6 - Final Design</b>								
a. Advance ROW Design to Final					2	20		22
b. Attend Utility Meeting			2		2			4
c. Request for Bid Documents								
Instructions					2	8		10
Front End Specs					2	8		10
Special Provisions					2	8		10
d. Final Quantities					2	12		14



Project: **High Street Resurfacing and ADA Project**  
 Subject: **Task List & Manhours**  
 Task: **Roadway**  
 Job #: **STP-4940(608)**

Computed: **ELK** Date: **9/9/2022**  
 Checked: **KCK** Date: **9/9/2022**  
 Page: **5** of: **6**  
 No:

TASK	Project Principal	QC Engr.	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Admin	TASK TOTAL
<b>Task 7 - Pre-Final Plans</b>								
a. Title Sheet (1 Sheet)						1		1
b. Typical Sections (2 Sheets)					2	8		10
c. Quantity Summary Sheets (2 Sheets)					2	12		14
d. Plan Sheets (10 Sheets)					4	30		34
e. Coordinate/Reference Point Sheet					1	4		5
f. Driveway/Entrance Detail Sheets (1 Sheet)					2	8		10
g. ADA Details					2	16		18
h. Temporary Traffic Control Details					2	8		10
i. Detail for bicycle safe grates					2	2		4
j. Erosion Control Details					2	2		4
k. Special Construction Detail Sheets and elevation (2 Sheets)					4	40		44
l. Retaining wall detail Sheet (1 Sheet)					2	8		10
m. Final Opinion of probable costs					2	6		8
n. Final Plans MoDOT Submittal					2	2		4
Submittal Quality Assurance		6			4			10
<b>Task 8 - Final Plans</b>								
Revisions to plans, specifications and estimate to address								
a. comments from the City and MoDOT					2	12		14
b. Electronic Information for Contractor Bidding						4		4
<b>Task 9 - Bid Support</b>								
a. Attend pre-bid Meeting			2		2			4
b. Respond to up to ten (10) RFIs					4	6		10
c. Assist in Bid evaluation					2	2		4
<b>TOTAL HOURS</b>		14	10		158	572		<b>754</b>

Subtotal: Direct Cost	\$ -	\$ 1,260.00	\$ 850.00	\$ -	\$ 7,110.00	\$ 22,308.00	\$ -	\$ 31,528.00
HDR Burden & Overhead (154.88%)		\$1,951.49	\$1,316.48		\$11,011.97	\$34,550.63		\$48,830.57
Subtotal		\$3,211.49	\$2,166.48		\$18,121.97	\$56,858.63		\$80,358.57
<b>DIRECT EXPENSES</b>								
Fixed Fee (13.5%)		\$433.55	\$292.47		\$2,446.47	\$7,675.92		\$10,848.41
FCCM (0.1304%)		\$1.64	\$1.11		\$9.27	\$29.09		\$41.11
<b>LABOR + FIXED FEE+FCCM</b>		\$3,646.68	\$2,460.06		\$20,577.71	\$64,563.64		\$91,248.09
<b>DIRECT EXPENSES</b>								

**ROADWAY = \$91,248.09**

**Key Assumptions:**

Environmental Permitting does not include taking photos or preparation of photo logs or the need for a Section 404/401. ROW/Temp Easement descriptions will not be sealed and include letter, ROW, sheet and blow up of property. Metes and bounds description will not be included.



Project:	High Street Resurfacing and ADA Project	Computed:	ELK	Date:	9/9/2022
Subject:	Task List & Manhours	Checked:	KCK	Date:	9/9/2022
Task:	<b>Construction Services</b>	Page:	6	of:	6
Job #:	STP-4940(608)	No:			

TASK	Project Principal	QC Engr.	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	Admin	TASK TOTAL
Description Hourly Rate	\$115.00	\$90.00	\$85.00	\$65.00	\$45.00	\$39.00	\$37.50	
<b>Task 10 - Construction Services (Assumes 6 months)</b>								
Project Management	2		24				6	32
Attend Pre-Construction Meeting			4	4				8
<b>Construction Support (assumes 4 month construction)</b>								
Respond to RFIs/Construction adjustments (assume 24)				12	36			48
Review Shop Drawings (4)				4	4			8
Site Visits - HDR (2 per month)			16	8				24
Review Change Orders (4 Total)				1	4			5
Review Contractor Invoicing (1 per Month)				1	4			5
Prepare Progress Reports				2	8			10
Final Inspection/Puch List			2	8	12			22
Prepare Final Certification Documents			1	4	8			13
<b>TOTAL HOURS</b>	<b>2</b>		<b>47</b>	<b>44</b>	<b>76</b>		<b>6</b>	<b>175</b>

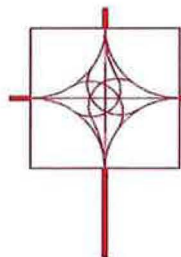
Subtotal: Direct Cost	\$ 230.00	\$ -	\$ 3,995.00	\$ 2,860.00	\$ 3,420.00	\$ -	\$ 225.00	\$10,730.00
HDR Burden & Overhead (154.88%)	\$356.22		\$6,187.46	\$4,429.57	\$5,296.90		\$348.48	\$16,618.62
Subtotal	\$586.22		\$10,182.46	\$7,289.57	\$8,716.90		\$573.48	\$27,348.62
DIRECT EXPENSES								
Travel (site visit/meeting)	\$600.00	Fixed Fee (13.5%)	\$79.14	\$1,374.63	\$984.09	\$1,176.78	\$77.42	\$3,692.06
Printing		FCCM (0.1304%)	\$0.30	\$5.21	\$3.73	\$4.46	\$0.29	\$13.99
	<u>\$600.00</u>	LABOR + FIXED FEE+FCCM	\$665.66	\$11,562.30	\$8,277.39	\$9,898.14	\$651.19	\$31,054.68
		DIRECT EXPENSES						\$600.00

**SUBCONSULTANTS:** EDSI (Construction Observation) \$54,350.00  
SCI (Testing) \$26,399.74

**CONSTRUCTION SERVICES = \$112,404.42**

7d



**EDSI****ENGINEERING DESIGN SOURCE, INC.**

16141 SWINGLEY RIDGE RD.

SUITE 300

CHESTERFIELD, MO. 63017

(636) 537-5585

**Project: City of Washington - High  
Street Reconstruction**

**Prepared by: Brett Brooks**

**Date Prepared: August 30, 2022**

<b>Construction Observation</b>	<b>\$54,350</b> *
<b>Total Estimated Fee</b>	<b>\$54,350</b>

*\*See Attached Sheets For Details*

**Engineering Design Source, Inc.**

Date Prepared: August 30, 2022

Project Name: City of Washington - High Street Reconstruction

Task Item	Principal	Proj. Mngr.	Inspector	Tech	Admin.	Total
<b>1. Project Management</b>						
1.1 Status & Staffing	1	8				9
<b>SUB-TOTAL HOURS</b>	<b>1</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>
<b>2. Construction Observation Services</b>	2					2
2.1 Coordination and Bi-Weekly Meetings			16	16		32
2.2 Site Visit - Maximum of 60 Visits - Daily Log Entries			240			240
2.3 Maintain Project Files and Material Certifications Docs		4	32			36
2.4 Review and Submit Records & Weekly Logs		8	32			40
2.5 Assist with Project Close-out Documentation Preparation		8	40			48
<b>SUB-TOTAL HOURS</b>	<b>2</b>	<b>20</b>	<b>360</b>	<b>16</b>	<b>0</b>	<b>398</b>
<b>MAN HOURS BY CLASSIFICATION</b>	<b>3</b>	<b>28</b>	<b>360</b>	<b>16</b>	<b>0</b>	<b>407</b>
	Principal	Proj. Mngr.	Inspector	Tech	Admin.	
Unburdened Rate	\$82.04	\$66.55	\$40.32	\$36.75	\$37.63	
Overhead Rate 153.46%	\$125.90	\$102.13	\$61.88	\$56.39	\$57.75	<b>FIXED FEE-TOTAL</b>
Profit 14%	\$29.11	\$23.62	\$14.31	\$13.04	\$13.35	\$6,108
Average Hourly Billing Rate	<b>\$237.05</b>	<b>\$192.29</b>	<b>\$116.50</b>	<b>\$106.18</b>	<b>\$108.74</b>	<b>LABOR-TOTAL</b>
<b>COST BY CLASSIFICATION</b>	<b>\$711</b>	<b>\$5,384</b>	<b>\$41,941</b>	<b>\$1,699</b>	<b>\$0</b>	<b>\$49,735</b>

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing - Copying	\$200.00	\$200.00	1	Lump Sum
Courier	\$15.00	\$15.00	1	Each
Vehicle Usage	\$3,900.00	\$65.00	60	Per Day
Material Testing - By Others	\$0.00	\$0.00	1	Lump Sum
Misc Supplies	\$500.00	\$500.00	1	Lump Sum
<b>DIRECT COST - TOTAL</b>	<b>\$4,615.00</b>			

**Assumptions:** The project will be completed on a 16 week schedule.  
Daily entries will be made for construction activities. It may be determined that daily site visits are not necessary.

**Construction Inspection Total Fee \$54,350**

7d

**Project:** High Street Resurfacing and ADA Project  
**BFA Project Number:** STP-4940(608)  
**Location:** Washington, Missouri

Task Item	Sr. Surveyor	Field Crew	Draftsman	Total
1. Topographic Survey	20	150	151	321
<b>SUB-TOTAL HOURS</b>	<b>20</b>	<b>150</b>	<b>151</b>	<b>321</b>
2. Establishing Right of Way lines	10	20	55	105
<b>MAN HOURS BY CLASSIFICATION</b>	<b>30</b>	<b>170</b>	<b>206</b>	<b>406</b>
	Sr. Surveyor	Sr. Tech	Survey Crew	
<b>Unburdened Rate</b>	\$42.00	\$25.00	\$25.00	
<b>Overhead Rate 145.78%</b>	\$61.23	\$36.45	\$36.45	
<b>Profit / Fixed Fee 14.5%</b>	\$14.97	\$8.91	\$8.91	
<b>Average Hourly Billing Rate</b>	<b>\$118.20</b>	<b>\$70.35</b>	<b>\$70.35</b>	<b>LABOR-TOTAL</b>
<b>COST BY CLASSIFICATION</b>	\$3,546	\$11,960	\$14,493	<b>\$29,999</b>

Assumptions: Does not include recording costs to record the construction exhibits

Specific scope of the punchlist surveys will be identified during design.

**Project:** High Street Resurfacing and ADA Project STP-4940(608)  
**SCI Job Number:** 2021-0660.00, 01  
**Location:** Washington, Missouri

**Date Prepared:** September 14, 2022

Task Item	President	Sr. Engineer II	Project Manager	Staff Engineer	GIS/CAD	Tech I	Tech II	Sr. Admin	Subtotal	Direct Costs	Total Cost
Construction Observation & Materials Testing			26			0	208	26	260	4,069.00	
										0.00	
<b>TOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>208</b>	<b>26</b>	<b>260</b>	<b>4,069.00</b>	
<b>Hourly Salary Rate (Average)</b>			<b>37.28</b>				<b>25.00</b>	<b>29.24</b>	<b>91.52</b>		
<b>Direct Labor</b>	<b>0</b>	<b>0.00</b>	<b>969.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,200.00</b>	<b>760.24</b>	<b>6,929.52</b>		
<b>Overhead Rate</b>	<b>182.68%</b>	<b>0.00</b>	<b>1,770.68</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,499.36</b>	<b>1,388.81</b>	<b>12,658.85</b>		
<b>Profit</b>	<b>14.00%</b>	<b>0.00</b>	<b>383.59</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,057.91</b>	<b>300.87</b>	<b>2,742.37</b>		
<b>Total Labor Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,123.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,757.27</b>	<b>\$2,449.91</b>	<b>22,330.74</b>		
<b>TOTAL COST</b>											<b>Total</b>
Average Rate per Classification	2.8268	\$0.00	\$0.00	\$120.14	\$0.00	\$0.00	\$80.56	\$94.23			

Cost per Task	President	Sr. Engineer II/PM	Project Engineer II	Staff Engineer	GIS/CAD	Tech I	Tech II	Sr. Admin	Total Labor per Task	Direct Costs	Total Per Task
Construction Observation & Materials Testing			3,123.56				16,757.27	2,449.91	22,330.74	4,069.00	26,399.74
									0.00	0.00	0.00
									0.00	0.00	0.00
									0.00	0.00	0.00
									0.00	0.00	0.00
									0.00	0.00	0.00
									0.00	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>3,123.56</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,757.27</b>	<b>2,449.91</b>	<b>22,330.74</b>	<b>4,069.00</b>	<b>26,399.74</b>

7d

**Project:** High Street Resurfacing and ADA Project STP-4940(608)  
**SCI Project Number:** 2021-0660.00, 01  
**Location:** Washington, Missouri

**SCI Direct Costs**

9/14/2022 # of Units Rate Totals

**Construction Observation & Materials Testing**

Concrete Compression Cylinders	132	\$21.00	\$	2,772.00
Asphalt Content & Gradations	3	\$360.00	\$	1,080.00
Proctors	1	\$300.00	\$	300.00
Atterbergs	1	\$85.00	\$	85.00
Deleterious	4	\$80.00	\$	320.00
Gradation	8	\$98.00	\$	784.00
Mileage (30 trips at 80 miles/trip)	2400	\$0.6250	\$	1,500.00
			<b>Subtotal</b>	<b>\$4,069.00</b>

0	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
			<b>Subtotal</b>	<b>\$0.00</b>
			<b>Subtotal Direct Costs</b>	<b>\$4,069.00</b>

7d



## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
  - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
  - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
  - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
  - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.



6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
- I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** HDR Engineering, Inc.

**Project Owner (LPA):** City of Washington

**Project Name:** High Street Reconstruction and ADA Improvements

**Project Number:** STP-4940(608)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: James D. Hagedorn

Printed Name: Joseph Drimmel

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

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

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

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



September 13, 2022

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

RE: High Street Reconstruction and ADA Improvements Project, STP-4940(608)  
Professional Service Contract

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

Find enclosed an ordinance that would allow the City to enter into a contract with HDR Engineering, Inc., for engineering services for the subject project. This project includes a two inch asphalt overlay with full width cold milling and removal and replacement of sidewalk and curb and gutter to meet ADA regulations from Fifth Street to Front Street.

The ordinance is contingent upon MoDOT approval which is anticipated subsequent to City approval.

Approval is recommended.

**Cost of the project:**

DESIGN costs not to exceed.....	\$142,578.49
CONSTRUCTION INSPECTION costs not to exceed.....	<u>\$113,677.86</u>
<b>Total.....</b>	<b>\$256,256.35</b>

7d

**Budget Information:**

The cost estimate for construction is \$1,018,750. The total project costs including design, right of way acquisition, construction oversight and construction are \$1,193,750. The federal participation for the entire project will be \$955,000 and the City's share will be \$238,750. The current schedule is for construction in 2025.

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

Respectfully Submitted,

*Andrea F. Lueken*

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



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE PROPOSAL FROM GRANICUS FOR SHORT-TERM LODGING MAINTENANCE SOFTWARE

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 Granicus for Short-Term Lodging Maintenance Software in the City of Washington, Missouri. A copy of the proposal is attached and is marked as Exhibit A.

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

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

SECTION 4: 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



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

Exhibit A

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Washington, MO

## Granicus Proposal for Washington, MO

### ORDER DETAILS

**Prepared By:** Betsy Sachs  
**Phone:**  
**Email:** betsy.sachs@granicus.com  
**Order #:** Q-191710  
**Prepared On:** 08/30/2022  
**Expires On:** 09/30/2022

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

<b>One-Time Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>One-Time Fee</b>
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Online Training	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$0.00</b>

<b>New Subscription Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
Address Identification	Annual	1 Each	\$3,240.00
Compliance Monitoring	Annual	54 Rental Units	\$1,215.00
Rental Activity Monitoring	Annual	54 Rental Units	\$1,620.00
<b>SUBTOTAL:</b>			<b>\$6,075.00</b>

## PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul>
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 <ul style="list-style-type: none"> <li>- Configure letter templates with your branding and letterhead</li> <li>- Add as many letter sequences as you need for escalation</li> <li>- Monitor properties that become compliant after letter enforcement</li> </ul>
Rental Activity Monitoring	Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.  <i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.

Solution	Description
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Rental Activity Monitoring - Setup and Configuration	Setup and configuration of ongoing monitoring of Short-term Rental listings for signs of rental activity.
Rental Activity Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

## TERMS & CONDITIONS

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Washington, MO to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-191710 dated 08-30-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



**BILLING INFORMATION**

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-191710 dated 08/30/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

**AGREEMENT AND ACCEPTANCE**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Washington, MO	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



September 19th, 2022

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Short Term Lodging Maintenance Software

Mayor & City Council,

On your agenda for the September 19<sup>th</sup>, 2022 meeting is an ordinance approving a contract with Granicus for Short Term Lodging reporting software. Staff feels we currently cannot effectively police and report all of the short-term lodging establishments in Washington to allow for a level playing field for all property owners. We have on average approximately 35 short term lodging establishments legally operating each quarter and paying the 5% Tourism Tax. Data from multiple reporting software providers shows that there are actually on average 55 to 60 operating in the City Limits. Staff does not have the ability to locate the addresses for those not in compliance to contact them to ensure they register with us.

This software, which costs \$6,100 annually will locate the exact site address of those operating illegally, send them a notice to comply on our letterhead, and monitor all lodging establishment's estimated tourism tax. This will not only ensure a level playing field for those paying the tax already, but also allow us to identify exactly how many establishments there are and monitor the tax more accurately.

The Tourism Commission in August voted to pay for this software out of their existing budget from the tourism tax, not requiring us to allocate any City general funds. On average, one AirBnb in Washington pays approximately \$5,000 a year in tourism tax, so identifying the outliers should more than pay for the software cost.

Staff recommends approval of the ordinance allowing us to launch the Granicus software and begin the 12-month program with them.

Feel free to reach out with any questions.

Sincerely,

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

Sal Maniaci

Community and Economic Development Director

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

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

**AN ORDINANCE AMENDING SCHEDULE XA,  
PEDESTRIAN CROSSWALK 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:** Schedule XA, Pedestrian Crossing, of the Code of the City of Washington, Missouri, is hereby amended as follows:

**Schedule XA, Pedestrian Crosswalk**

<b>Location</b>	<b>Add</b>	<b>Delete</b>
Cedar Street, on the north side of the intersection of Cedar Street and Fifth Street.	✓	

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

**SECTION 3:** This ordinance shall take full 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

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

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

AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 335, SCHEDULE II OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI BY ADDING PROVISIONS FOR A STOP SIGN AT THE LOCATION DESCRIBED BELOW

Be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: Chapter 335, Schedule II, of the Code of the City of Washington, Missouri, is hereby amended by adding provisions for a stop sign at the following location, on the *first name street*:

**Schedule II: Stop Signs**

Location	Add	Delete
Fair Street, approaching Esther Avenue from the South	✓	

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

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

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

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

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

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

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

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

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

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

AN ORDINANCE AMENDING SECTION 420.035 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 420.035 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 420.035 Improvement and Design Standards.

F. Material and Construction Standards.

16. Acceptable pipe material is as follows.

d. Dual wall and triple wall polypropylene pipe shall conform to the requirements of AASHTO M330 "Standard Specification for Polypropylene Pipe" and ASTM F2881 for sizes 12" to 30" and ASTM F2764 for sizes 30" to 60". All polypropylene pipe shall be installed according to ASTM D2321 "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" and shall meet MoDOT "Standard Specifications for Highway Construction" Section 724 Pipe Culverts specifications.

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

SECTION 3: This ordinance shall take full 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



September 14, 2022

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

RE: Stormwater Pipe Code Revision

Dear Mayor and City Council Members:

The ordinance attached addresses a proposed revision to a portion of Chapter 420 Stormwater Management Standards of the City Code. We propose to revise Section 420.035(F)(16)(d) which addresses polypropylene pipe. The below revisions will bring this code section into compliance with current AASHTO and ASTM pipe conformance and installation standards.

Dual wall and triple wall polypropylene pipe shall ~~confirm~~ **conform** to the requirements of AASHTO M330 "Standard Specification for Polypropylene Pipe", and ASTM ~~F2736~~ **F2881** for sizes 12" to 30" and ASTM F2764 for sizes 30" to 60". All polypropylene pipe shall be installed according with ASTM ~~F2321~~ **D2321** "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" and shall meet MoDOT "Standard Specifications for Highway Construction" Section 724 Pipe Culverts specifications.

Thank you for your consideration. If you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully submitted,

*Andrea F. Lueken*

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

7h





September 13, 2022

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

RE: File No. 22-0901-Marcia Nazari-Bieker Heights-

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, September 12, 2022 the Commission reviewed and approved the above request with a unanimous vote.

Sincerely,

A handwritten signature in cursive script that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission  
From: Planning and Engineering Department Staff  
Date: September 12, 2022  
Re: File # 22-0901 – Marcia Nazari – Bieker Heights  
Synopsis: The applicant is requesting approval of the preliminary plat for Bieker Heights

<b>Adjacent Land Use / Zoning Matrix</b>		
	Existing Land Use	Existing Zoning
North	Duplexes	R-1C
South	Duplexes	R-1C
East	Single Family	R-1A / R-2
West	Single Family	R-1A

**Analysis:**

The applicant is requesting to subdivide one 26,000 sq. ft. lot into two. There are existing structures; the existing home will be on lot 1, and the existing garage on lot two.

Each lot meets the minimum lot size in the R-1A single-family zone district and has adequate access to public right-of-way and utilities.

**Recommendation:**

Staff recommends approval of the preliminary plat for Bieker Heights.



FAWN

DEER

50'

60'

ING OAKS DR

Microsoft

8a





FAWN

DE

50'

60'

RING OAKS DR

### Legend

Zoning

ZONING

None

R-1A

R-1C

R-2

PARCELS\_WITH\_OWNER

© 2011 West Gateway COG, Mapx, Microsoft

CITY OF WASHINGTON, MISSOURI  
Department of Planning and Engineering Services  
405 Jefferson Street • Washington, Missouri 63090  
636.390.1010 phone • 636.239.4649 fax

PRELIMINARY PLAT APPLICATION

Date: Aug. 1, 2022

Applicant Information:

Name: Marcia Nazari, Debbie Kleekamp Phone: 636 346-9500

Address: 205 MacArthur St Washington, MO 63090  
Craig Kleekamp

Do you own the subject property?  Yes  No

If not, please provide ownership information here:

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

Address: \_\_\_\_\_

Name of Proposed Subdivision: Bieker Heights

Number of Lots Proposed: \_\_\_\_\_ Zoning District(s): \_\_\_\_\_

**Two copies of a detailed plat of the subject property must accompany this request.**

Fee: Seventy-five dollars (\$75.00) for the first two lots, plus seven dollars (\$7.00) for each lot in excess of two. This fee must be paid to the City of Washington at the time this application is filed.

APPLICANT'S SIGNATURE:

Marcia Nazari  
Debra Kleekamp

Marcia Nazari, Debra Kleekamp

APPLICANT/COMPANY NAME (Printed):

~~MARCIA NAZARI~~  
Debra Kleekamp

LANDOWNER SIGNATURE(S):

Marcia Nazari  
Debra Kleekamp

LANDOWNER NAME (Printed):

Marcia Nazari  
Debra Kleekamp



# BIEKER HEIGHTS PRELIMINARY PLAT



### GENERAL NOTES

SITE ADDRESS: 1081 BIEKER RD, WASHINGTON, MO  
 DOC. NO. 0622832  
 ZONING: EXISTING - R-1A  
 AREA: 0.62 ACRES

FRONT SETBACK: 25'  
 SIDE SETBACK: 6'  
 REAR SETBACK: 25'  
 MINIMUM LOT AREA: 10,000 SQ. FT. (R-1A)

EASEMENTS (UNLESS OTHERWISE NOTED):  
 FRONT U.E. & S.D.E. = 15'  
 REAR U.E. & S.D.E. = 10'  
 SIDE U.E. & S.D.E. = 5'

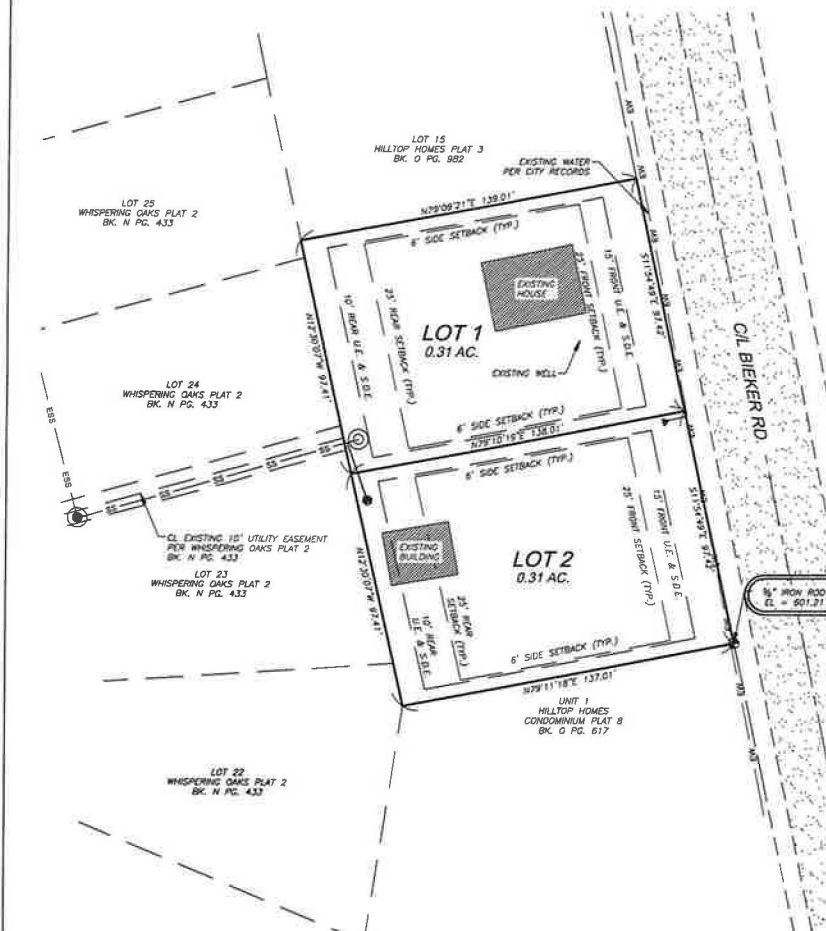
UTILITIES:  
 ELECTRIC: AMEREN MISSOURI ELECTRIC  
 CABLE: CHARTER COMMUNICATIONS  
 SEWER: CITY OF WASHINGTON  
 TELEPHONE: AT&T  
 WATER: CITY OF WASHINGTON  
 UTILITY LOCATE: 1-800-DIG-RITE (344-7483)

### CONSTRUCTION NOTES:

- 1.) ALL ELEVATIONS ARE BASED ON NAVD 1988.
- 2.) BOUNDARY INFORMATION FROM DEED OF RECORD.
- 3.) CONTOURS BASED ON TOPOGRAPHIC INFORMATION PROVIDED BY THE CITY OF WASHINGTON.
- 4.) ALL EXCAVATIONS, WHETHER THEY BE UTILITY TRENCHES, BASEMENT EXCAVATIONS, OR FOOTING EXCAVATIONS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STANDARDS FOR EXCAVATIONS.
- 5.) NO PARKING ALLOWED OUTSIDE OF DESIGNATED PARKING AREAS.
- 6.) CONTRACTOR TO COORDINATE THE ELECTRICAL SERVICE LAYOUT WITH THE UTILITY COMPANY.
- 7.) ALL WATER MAIN SHALL BE SDR21 CLASS 200 PVC TO MEET AWWA C900 STANDARDS.
- 8.) THE CONTRACTOR SHALL KEEP EXISTING ROADWAY AND SIDEWALKS CLEAN OF MUD AND DEBRIS.
- 9.) CONTRACTOR TO PROVIDE ADEQUATE ON-SITE PARKING FOR CONSTRUCTION EMPLOYEES.
- 10.) PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE DEVELOPER FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
- 11.) SILTATION AND EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS AND SHALL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS UNTIL SUFFICIENT VEGETATION HAS BEEN ESTABLISHED ON THE SITE TO PREVENT EROSION.
- 12.) ADDITIONAL SILTATION CONTROL MAY BE REQUIRED AS DIRECTED BY LOCAL GOVERNING AUTHORITY OR THE STATE OF MISSOURI.
- 13.) CONTRACTOR MUST RECEIVE ALL REQUIRED PERMITS FROM THE LOCAL GOVERNING OFFICIALS AND THE STATE OF MISSOURI PRIOR TO ANY EXCAVATION.
- 14.) ALL ELECTRICAL, SANITARY SEWER, AND WATER SERVICE CONNECTIONS SHALL BE COORDINATED WITH THE MEP DRAWINGS AND THE CITY OF WASHINGTON.
- 15.) ALL WORK MUST BE PERFORMED WITHIN EXISTING OR ACQUIRED EASEMENTS, AGENCY APPROVAL OF THESE PLANS DOES NOT AUTHORIZE OR CONDONE WORK OUTSIDE OF THE EASEMENTS.
- 16.) SLOPES ON THIS PROJECT SHALL NOT BE GREATER THAN THREE UNITS HORIZONTAL TO ONE UNIT VERTICAL (3:1), IF CUT AND FILL OPERATIONS OCCUR DURING A SEASON NOT FAVORABLE FOR IMMEDIATE ESTABLISHMENT OF A PERMANENT GROUND COVER, A FAST GERMINATION ANNUAL SUCH AS RYE GRASSES SHALL BE UTILIZED TO PREVENT EROSION.
- 17.) ALL CONSTRUCTION METHODS AND MATERIAL SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF WASHINGTON, MISSOURI, IN THE ABSENCE OF ANY APPLICABLE LOCAL STANDARDS, THE REQUIREMENTS SET FORTH HEREON SHALL GOVERN.
- 18.) UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THEREFORE, THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES, STRUCTURES, AND UTILITIES MUST BE CONSIDERED APPROXIMATE AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THEIR EXACT LOCATION AND THE EXISTENCE OF ANY UTILITY NOT SHOWN. (ALL UTILITIES SHALL BE LOCATED BOTH HORIZONTALLY AND VERTICALLY TO INSURE CLEARANCE/COVER OF ANY PROPOSED GRADING, SEWER, FOOTINGS, ETC. PRIOR TO CONSTRUCTION. UTILITY COMPANY REPRESENTATIVES SHALL BE ON SITE DURING SUCH TIMES THAT EXCAVATION IS TAKING PLACE IN THE VICINITY OF THEIR FACILITIES.) NO SUB-SURFACE EXPLORATION WAS UNDERTAKEN ON THIS SITE. ALL UNDERGROUND UTILITIES ARE CONSIDERED APPROXIMATE AND ARE NOT CERTIFIED HERETO.
- 19.) SCHEDULE "B" OF A CURRENT TITLE REPORT HAS NOT BEEN FURNISHED TO THE LAND SURVEYOR BY THE CLIENT AND NO INVESTIGATION HAS BEEN CONDUCTED AS TO THE PRESENT STATUS OF EASEMENTS OR OTHER RESTRICTIVE CONDITIONS AFFECTING THE SUBJECT LAND. NO GEOTECHNICAL EVALUATION HAS BEEN COMPLETED BY THIS OFFICE FOR THE SITE. THIS PLAN DOES NOT CERTIFY THAT THE EXISTING SOIL ON SITE IS SUITABLE FOR CONSTRUCTION. THE OFFICE RECOMMENDS A GEOTECHNICAL ENGINEER BE CONSULTED TO DETERMINE THE SUITABILITY OF THE EXISTING SUBGRADE AND EXISTING ON-SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATIONS.
- 20.) ALL SITE GRADINGS AND EARTHWORK CONSTRUCTION SHALL COMPLY TO THE GEOTECHNICAL REPORT RECOMMENDATIONS.
- 22.) THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION SHALL MAINTAIN THE STORM WATER MANAGEMENT SYSTEM SERVING THEIR SUBDIVISION UNLESS THE STORM WATER MANAGEMENT SYSTEM HAS BEEN ACCEPTED FOR MAINTENANCE BY THE CITY OF WASHINGTON, MO. THE MAINTENANCE COSTS SHALL BE SHARED EQUALLY WITH EACH OWNER OF ANY LOT SERVED BY THE STORM WATER MANAGEMENT SYSTEM.
- 23.) EACH LOT OWNER RETAINS THE RIGHT TO MAINTAIN AND REPAIR THE SEWER LATERAL SERVING THEIR LOT TO THE SEWER MAIN. SAID MAINTENANCE AND REPAIR SHALL BE PERFORMED WITHIN ALL APPLICABLE EASEMENTS AS SHOWN ON THE FINAL PLAT.

### LEGEND

○	FIELD MEASUREMENT
○	SET 1/2" IRON ROD UNLESS NOTED
—○—	EXISTING SANITARY SEWER LINE
—○—	PROPOSED SANITARY SEWER LINE
—○—	EXISTING WATER LINE
—○—	PROPOSED WATER LINE (OR14 CLASS 300)
○	TEMPORARY BENCHMARK
○	UTILITY POLE (U.P.)
○	WATER VALVE
○	WATER METER
○	FIRE HYDRANT
○	WATER LATERAL
○	SANITARY LATERAL
○	EXISTING SANITARY MANHOLE (EM)
○	PROPOSED SANITARY MANHOLE (EM)
○	EXISTING ASPHALT PAVEMENT



**WUNDERLICH**  
 SURVEYING & ENGINEERING, INC.  
 612 EAST MAIN STREET  
 UNION, MO 65051-8400  
 WSETEAM.COM  
 WASHINGTON SURVEYING & ENGINEERING, INC.  
 MISSOURI STATE LICENSED SURVEYOR  
 0010886  
 LAND SURVEYING DIVISION

BIEKER HEIGHTS  
 PRELIMINARY PLAT  
 A TRACT OF LAND BEING PT. SW 1/4, SW 1/4  
 OF SEC. 28, T44N, R14W, OF THE 6TH P.M. IN  
 THE CITY OF  
 WASHINGTON, FRANKLIN COUNTY, MO

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION  
 7-29-2022  
 Surveyor  
 0010886  
 Missouri State License  
 0010886  
 Surveyor  
 SCALE: 1" = 30'  
 DATE: 7/2022  
 DWN. BY: AS  
 SC: RC  
 REV  
 SHEET  
 1 OF 1



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

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

AN ORDINANCE APPROVING THE FINAL PLAT OF  
BIEKER HEIGHTS IN THE CITY OF WASHINGTON,  
FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of Bieker Heights, in the City of Washington, Missouri  
has been submitted to the City for approval; and

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

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

SECTION 1: The final plat of Bieker Heights in the City of Washington, Missouri  
is hereby approved and the same is ordered recorded in the Office of the Recorder of Deeds  
of Franklin County, Missouri.

SECTION 2: 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 13, 2022

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

RE: File No. 22-0904-Preliminary Plat-Victorian Manor-City of Washington

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, September 12, 2022 the Commission reviewed and approved the above request with a unanimous vote.

Sincerely,

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: September 12, 2022

Re: File # 22-0904 – City of Washington

Synopsis: The City is acquiring ROW for the Rabbit Trail / Stonecrest Connection

<b>Adjacent Land Use / Zoning Matrix</b>		
	Existing Land Use	Existing Zoning
North	Duplexes	R-3
South	Victorian Manor	SD
East	Farmland	R-1A
West	Single Family	R-1D

**Analysis:**

The City is acquiring right-of-way in order to construct the connection between Rabbit Trail and Stonecrest subdivision. The proposed plat creates Lot 1, approximately 10,000 square ft. of land needed for the ROW. This plat is required to be approved before the City can close on the land from Victorian Manor

**Recommendation:**

Staff recommends approval of the preliminary plat for the Subdivision of Victorian Manor Common Ground

THE SUBDIVISION OF COMMON GROUND 'A'  
**WASHINGTON VICTORIAN MANOR PLAT 1**  
 PART OF U.S. SURVEY 1912 AND PART OF THE FRACTIONAL NE 1/4 OF SECTION 35  
 T 44 N, R 1 W OF THE 6TH P.M.  
 CITY OF WASHINGTON  
 FRANKLIN COUNTY, MISSOURI

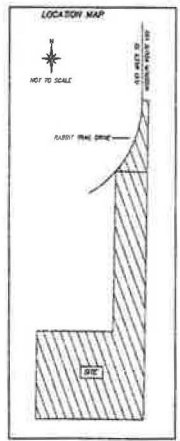
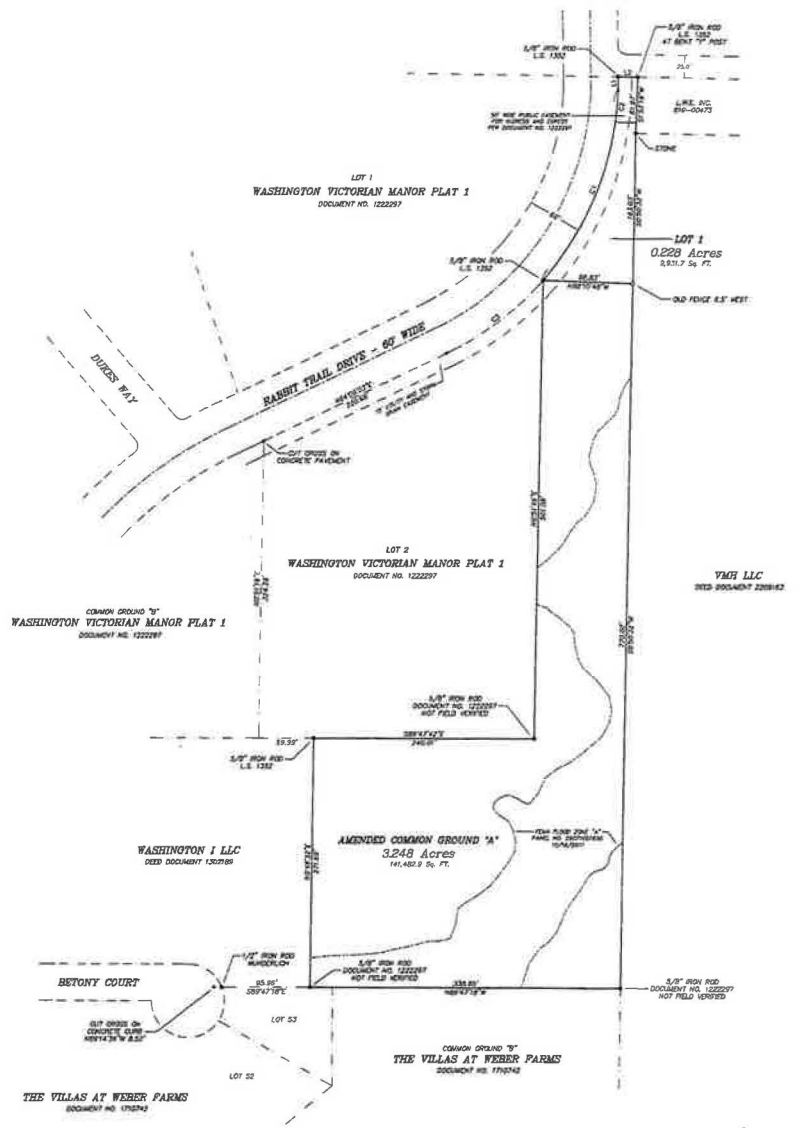
**OWNER'S CERTIFICATE**  
 The Undersigned, being the owners of the property shown and plotted herein, have caused the same to be surveyed and subdivided in the manner shown on this plat and that it be duly accepted by the Board of Adjustment. This subdivision shall hereafter be known as:

THE SUBDIVISION OF COMMON GROUND 'A'  
**WASHINGTON VICTORIAN MANOR PLAT 1**

The utility easement along Rabbit Trail Drive was established as per Document Number 1222297.  
 In WITNESS WHEREOF, We hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
 MICHAEL RAY BURKE, Surveyor  
 Mayor of Washington, Missouri  
 Ryan T. Scholz, President  
 AMERICARE of VICTORIAN MANOR OF WASHINGTON, LLC



NO.	BEARING	DISTANCE
1	S 89° 00' 00" E	1.0000
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99	S 89° 00' 00" E	1.0000
100	S 89° 00' 00" E	1.0000



**Description**  
 All of Common Ground 'A' of Washington Victorian Manor Plat 1, being part of U.S. Survey 1912 and part of the Fractional NE 1/4 of Section 35, Township 44 North, Range 1 West in the City of Washington, as per Document Number 1222297 of the Franklin County Records.

State of Missouri )  
 County of ) SS  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me,  
 a Notary Public in and for said state, personally appeared Kyle T. Scholz, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.  
 IN WITNESS WHEREOF, I hereunto set my hand and seal this day and year last above written.  
 My Commission Expires \_\_\_\_\_ Notary Public

I, Cheryl Fretmann, Collector of Revenue for Franklin County, Missouri, do hereby certify and attest that I am familiar with the land shown herein and that the same is the Subdivision of Common Ground 'A' of Washington Victorian Manor Plat 1, and further state that there are no judgments, liens, encumbrances, or other claims against the Franklin County.

Cheryl Fretmann - Collector of Revenue  
 Franklin County, Missouri

I, Brent Klemm, City Clerk for and within the City of Washington, do hereby certify that this plat of "The Subdivision of Common Ground 'A' of Washington Victorian Manor Plat 1" was approved by the Board of Adjustment of Washington, Missouri, by Ordinance No. \_\_\_\_\_, passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
 IN WITNESS WHEREOF, I hereunto set my hand and affix the official seal of the City of Washington, Missouri.  
 Brent Klemm, City Clerk

**Surveyor's Note:**  
 The Professional Land Surveyor has made no investigation or search for encumbrances of record, easements, restrictive covenants, judgments, liens, judgments or any other that an address and current title report may disclose. There may be encumbrances recorded or otherwise that may affect this surveyed tract.

The property owners warranted deed information was obtained from the Franklin County OS Office and we assumed to be correct. The Professional Land Surveyor makes no guarantee as to the accuracy of the deeds or the current ownership of them.

**SURVEYOR'S CERTIFICATE**  
 I, Michael Ray Burke, being duly sworn to the City of Washington, that this survey and plat was performed by me in August of 2022 and was in accordance with the Missouri Statutes for Property Boundary Surveys as set forth in §§ CSR 1030-10.02 of the Department of Insurance, Financial Institutions, and Professional Regulation, Division 220 - the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects.

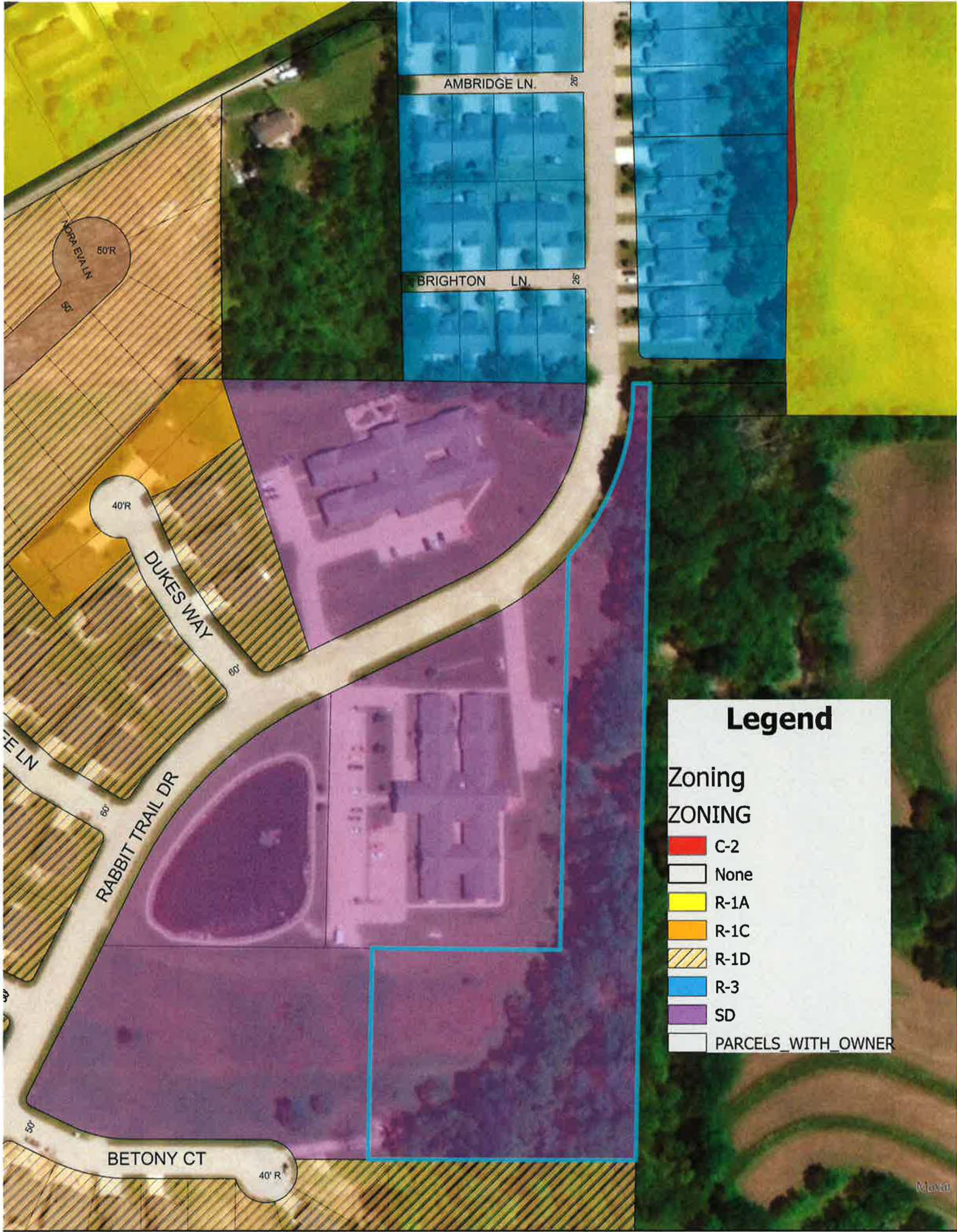
Michael Ray Burke, P.L.S. 1919

Boundary survey and Subdivision of Common Ground 'A' based on Document No. 1222297 of Washington Victorian Manor Plat 1 Part of U.S. Survey 1912 and part of the Fractional NE 1/4 of Section 35 T 44 N, R 1 W in the City of Washington Franklin County, Missouri

For: City of Washington  
 405 Jefferson Street  
 Washington, Missouri 63090

FILE NO. 7282022  
**BURKE AND ASSOCIATES, INC.**  
 LAND SURVEYORS  
 7541 HIGHWAY 100  
 WASHINGTON, MISSOURI 63090  
 636-239-0172





### Legend

- Zoning
- ZONING
- C-2
  - None
  - R-1A
  - R-1C
  - R-1D
  - R-3
  - SD
  - PARCELS\_WITH\_OWNER





Mower

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

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

AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
SUBDIVISION OF COMMON GROUND "A" WASHINGTON  
VICTORIAN MANOR PLAT 1 IN THE CITY OF  
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of The Subdivision of Common Ground "A"  
Washington Victorian Manor Plat 1 in the City of Washington, Missouri has been  
submitted to the City for approval; and

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

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

SECTION 1: The final plat of The Subdivision of Common Ground "A"  
Washington Victorian Manor Plat 1 in the City of Washington, Missouri is hereby  
approved and the same is ordered recorded in the Office of the Recorder of Deeds of  
Franklin County, Missouri.

SECTION 2: 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 13, 2022

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

RE: File No. 22-0905-Stone Crest-Plat 17

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, September 12, 2022 the Commission reviewed and approved the above request with a unanimous vote.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission



To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: September 12, 2022

Re: File #22-0905

Synopsis: The applicant is requesting approval of a preliminary plat for Stonecrest Plat 17

<b>Adjacent Land Use /Zoning Matrix</b>		
	Existing Land Use	Existing Zoning
North	City Park / Commercial	C-2
South	Single Family	R-1D
East	Single Family	R-A
West	Vacant	R-A

**Analysis:**

The applicant has submitted a preliminary plat application to add 6 lots to the Stonecrest Subdivision along North Crest Drive. Lots 232 – 236 all access North Crest Drive and meet the minimum lot size of 10,000 sq. ft. and have the appropriate ROW access and easements. Lot 231 is 27,000 sq. ft. in size per the Fire Departments request for the proposed new Fire Station.

The plat meets all the requirements in City Code, has access to public utilities, and meets the existing zoning requirements.

**Recommendation:**

Staff recommends approval of the application with the following condition;

1. Fox Crest Drive shall remain named Earth Crest Drive as it lines up with existing Earth Crest Drive.

CITY OF WASHINGTON, MISSOURI  
Department of Planning and Engineering Services  
405 Jefferson Street • Washington, Missouri 63090  
636.390.1010 phone • 636.239.4649 fax

PRELIMINARY PLAT APPLICATION

Date: 8-25-22

Applicant Information:

Name: NATHAN PARMENTIER / KJU Phone: 636-239-2028

Address: 4923 SOUTH POINT RD

Do you own the subject property?  Yes  No

If not, please provide ownership information here:

Name: CLOVER VALLEY PROPERTIES Phone: 636-239-2028

Address: 4923 SOUTH POINT RD

Name of Proposed Subdivision: STONE CREST PLAT 17

Number of Lots Proposed: 6 Zoning District(s): RIA ~~to RL~~

*Two copies of a detailed plat of the subject property must accompany this request.*

*Fee: Seventy-five dollars (\$75.00) for the first two lots, plus seven dollars (\$7.00) for each lot in excess of two. This fee must be paid to the City of Washington at the time this application is filed.*

APPLICANT'S SIGNATURE:  


APPLICANT/COMPANY NAME (Printed):  
NATHAN PARMENTIER / KJU

LANDOWNER SIGNATURE(s):  


LANDOWNER NAME (Printed):  
\_\_\_\_\_

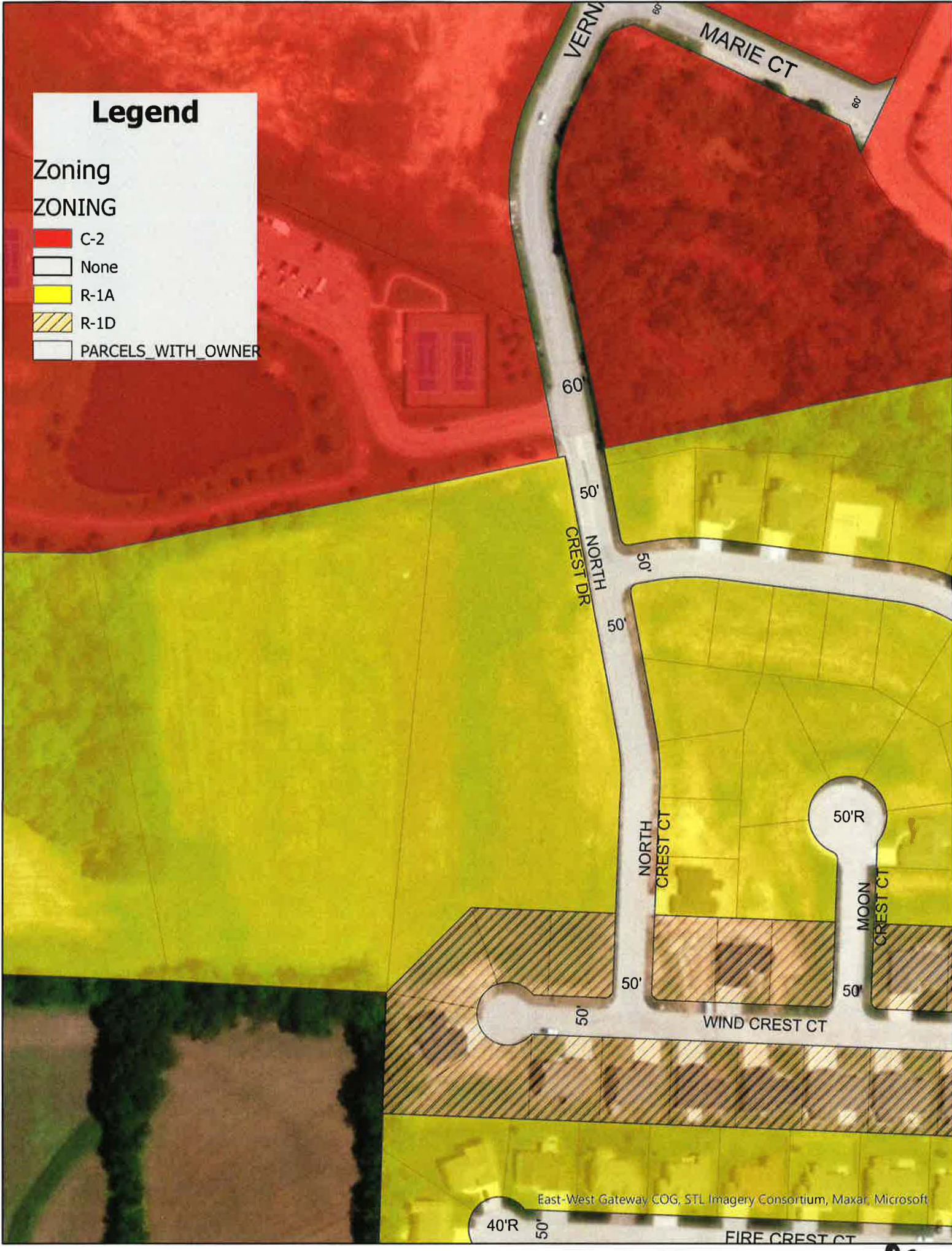


# Legend

## Zoning

### ZONING

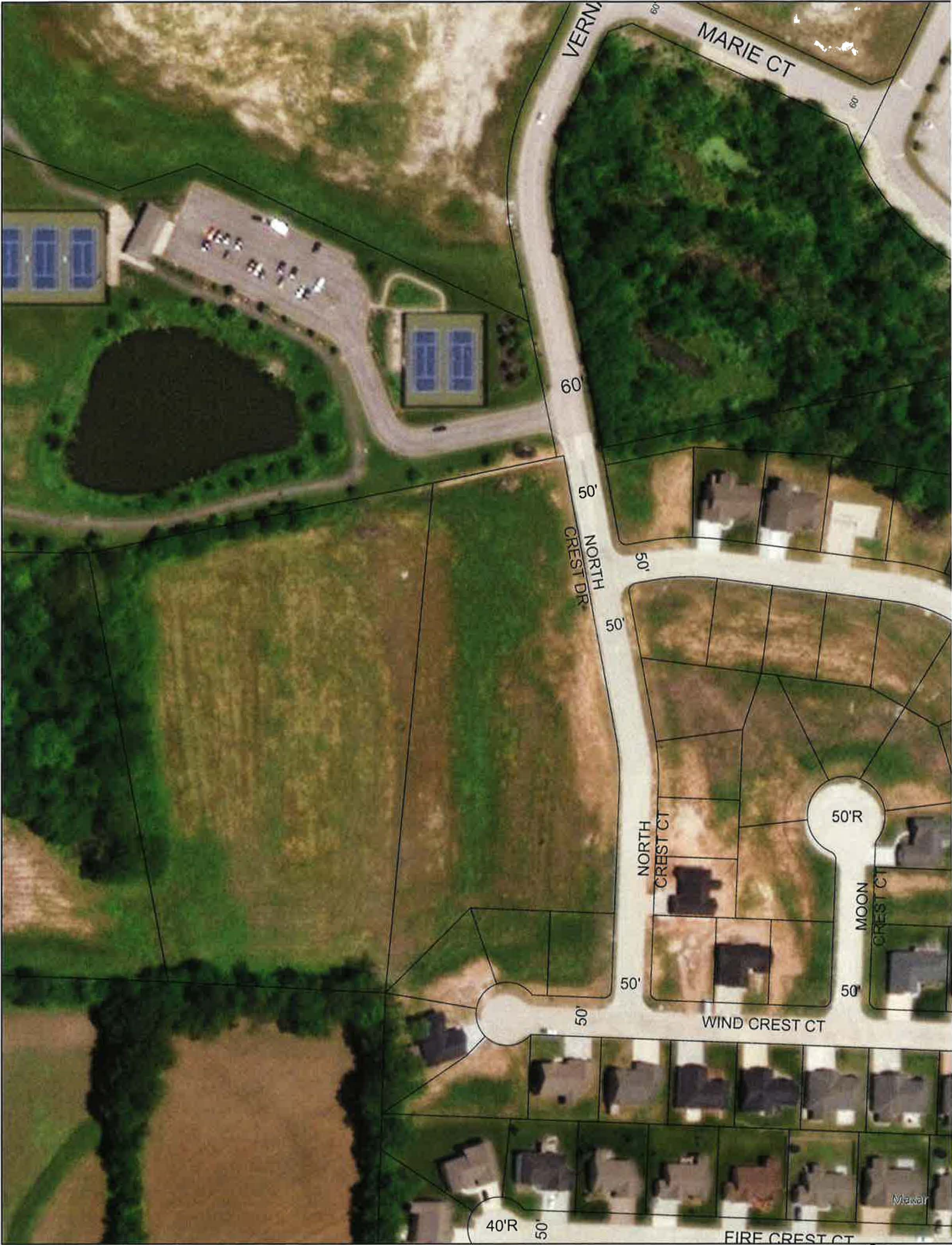
- C-2
- None
- R-1A
- R-1D
- PARCELS\_WITH\_OWNER



East-West Gateway COG, STL Imagery Consortium, Maxar, Microsoft

8e

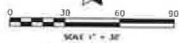




82

# STONE CREST SUBDIVISION - PLAT 17

A TRACT OF LAND BEING PART OF U.S. SURVEY 1912,  
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.  
IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO.



SCALE 1" = 30'  
 \* = FOUND MONUMENT  
 SET 1/2" HIGH ROD AT LOT CORNERS  
 U.E. = UTILITY EASEMENT  
 S.D.E. = STORM DRAINAGE EASEMENT  
 S.P. = 3000 PSI  
 CLASS "A" URBAN PROPERTY  
 DEED REFERENCE DOC. #0912991  
 BEARING: BASED ON MISSOURI STATE PLANE  
 COORDINATE SYSTEM, EAST ZONE (SP4 NORTH)

ZONED R1A  
 ALL ZONING  
 DISTRICTS:  
 FRONT YARD = 25'  
 SIDE YARD = 5'  
 REAR YARD = 25'  
 MINIMUM LOT AREA: 10,000 SF  
 MINIMUM W.I.T.O.E. WIDTHS:  
 (MAY NOT BE DIMENSIONALLY DEFINED HEREIN)  
 FRONT = 15'  
 REAR = 10'  
 SIDE = 5'

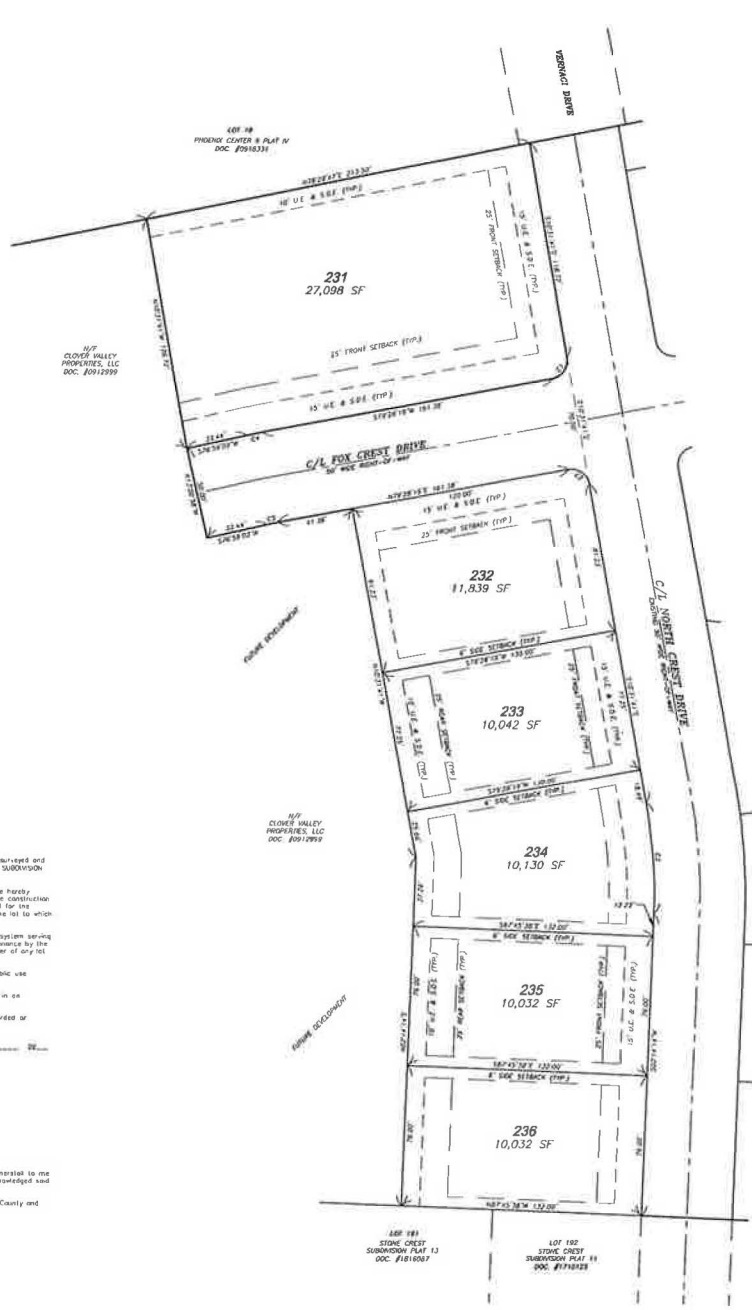
CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	S 84°28'19" W	18.19	10.88	18.24
C2	S 33°17'41" E	14.19	10.88	13.27
C3	S 64°24'41" E	81.18	273.00	80.27
C4	S 78°12'42" W	8.88	200.00	8.88
C5	S 78°12'42" W	8.88	130.00	8.88

**NOTES:**

Schedule B of a current site report has not been furnished to the land surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.  
 Fence line measurements will not necessarily be shown.  
 One stake will not be provided unless specifically requested.  
 Furthermore, without a current site report, the land surveyor makes no guarantee the easements or other restrictive conditions are correct.  
 Anything not visible from the surface is not certified to.  
 Conveyance by deed shall follow recordation of plat to change ownership.  
 The land surveyor makes no guarantee that access to the lands or there upon has been granted, dedicated, or reserved.

I, the undersigned owner of the tract of land shown herein have caused the same to be surveyed and subdivided in the manner shown herein. Said subdivision shall be known as "STONE CREST SUBDIVISION PLAT 17".  
 The setback lines are established as shown herein. The utility easements shown herein are hereby dedicated to the City of Washington, PSC utilities, and their successors and assigns for the construction and maintenance of sewer laterals leading from the sanitary sewer main to the lot to which it serves.  
 The owner of each lot within this subdivision shall maintain the storm water management system serving this subdivision unless the storm water management system has been occupied for maintenance by the City of Washington, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the storm water management system.  
 I hereby dedicate Fox Crest Drive as shown herein to the City of Washington, Mo. for public use hereafter.  
 All lots in this subdivision are hereby subject to the Restrictions and Conditions set forth in an instrument recorded in Document No. 1907016 in the Office of the Recorder of Deeds.  
 The lots are subject to restrictions of record, as they exist or may be subsequently recorded or amended.  
 IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
 CLOVER VALLEY PROPERTIES, LLC  
 By \_\_\_\_\_  
 Kurt Unsworth  
 STATE OF MISSOURI  
 COUNTY OF FRANKLIN  
 On this \_\_\_\_\_ day of \_\_\_\_\_, before me, \_\_\_\_\_, before me \_\_\_\_\_ Kurt J. Unsworth to me known to be the person described in and who executed the foregoing instrument, and acknowledged said instrument to be the free act and deed of said limited liability company.  
 My (TESTIMONY) WITNESS, I have hereunto set my hand and office my official seal in the County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 My term expires \_\_\_\_\_

I, Doug Tremlman, Collector of Revenue for Franklin County, Missouri, first being duly sworn depose and say that I am familiar with the land belonging to Clover Valley Properties, LLC and subdivided as "STONE CREST SUBDIVISION PLAT 17" and further state that there are no delinquent tax assessments on the aforesaid land shown on Franklin County.  
 Doug Tremlman  
 Collector of Revenue  
 Franklin County, Mo.  
 I, Brent Hester, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "STONE CREST SUBDIVISION PLAT 17" was approved by the City Council of Washington, Missouri, on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 IN WITNESS WHEREOF, I have hereunto set my hand and office my official seal of the City of Washington, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Brent Hester  
 City Clerk, Washington, MO



WBE  
SURVEYING & ENGINEERING INC.  
512 EAST MAIN STREET, SUITE 400, EUREKA, MO 64501  
660-881-7400  
MISSOURI STATE BOARD OF SURVEYORS  
CIVIL ENGINEER LICENSE  
CIVIL ENGINEER LICENSE  
CIVIL ENGINEER LICENSE

STONE CREST SUBDIVISION PLAT 17

A TRACT OF LAND BEING PART OF  
U.S. SURVEY 1912, T44N, R1W OF THE 5TH P.M.  
IN THE CITY OF WASHINGTON,  
FRANKLIN COUNTY, MO.

SCALE: 1" = 30'  
 DATE: 03/11/2019  
 BY: [Signature]  
 CHECKED: [Signature]  
 DATE: 03/11/2019

1 OF 1

8e



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

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

AN ORDINANCE APPROVING THE FINAL PLAT OF  
STONE CREST SUBDIVISION PLAT 17 IN THE CITY OF  
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of Stone Crest Subdivision Plat 17 in the City of  
Washington, Franklin County, Missouri, has been submitted to the City for approval; and

WHEREAS, the City Council granted preliminary plat approval of this subdivision  
on September 19, 2022.

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

SECTION 1: The final plat of Stone Crest Subdivision Plat 17 in the City of  
Washington, Missouri, is hereby approved and the same is ordered recorded with the  
Franklin County, Missouri, Recorder of Deeds.

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

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

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

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

\_\_\_\_\_

President of City Council

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

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

\_\_\_\_\_

Mayor of Washington, Missouri

# STONE CREST SUBDIVISION - PLAT 17

A TRACT OF LAND BEING PART OF U.S. SURVEY 1912,  
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.  
IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO.



SCALE 1" = 30'

• = FOUND WORKMAN

SET 1/2" IRON ROD AT LOT CORNERS

U.C. = UTILITY EASEMENT  
S.A.C. = STORM SEWER EASEMENT  
S.F. = SQUARE FEET

CLASS "A" URBAN PROPERTY

DEED REFERENCE DOC. #011299

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

20000 SQ. FT.

20000 SQ. FT.

FRONT YARD = 25'  
SIDE YARD = 5'  
REAR YARD = 25'  
MINIMUM LOT AREA: 10,000 SQ. FT.

MINIMUM U.C./S.A.C. WIDTHS  
(MAY NOT BE COMBINEDLY EXCEEDED HEREIN)

FRONT = 10'  
REAR = 10'  
SIDE = 5'

NUMBER	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	S 24°20'19" W	14.14	40.00	13.71
C2	S 33°31'41" E	14.14	100.00	13.71
C3	S 64°05'44" E	20.14	200.00	21.27
C4	S 78°12'43" W	20.14	200.00	21.27
C5	S 28°13'40" W	14.14	40.00	13.71

**NOTES**

Section 8 of a Survey plat which has not been approved by the State Surveyor is void and no subdivision may be conducted as to the present status of contents or other restrictive conditions affecting the subject land.

Force for encroachments will not necessarily be shown.

Use of this plat is not to be construed as a warranty of any kind.

Furthermore, without a current title report, the land surveyor makes no guarantee of the accuracy of the survey data shown hereon and correct.

Anything not visible from the surface is not certified to.

Emergency by deed shall have precedence of deed to change ownership.

The land surveyor makes no guarantee that access to the land or other things has been granted, recorded, or reserved.

I, the undersigned owner of the tract of land shown hereon have caused the same to be surveyed and subdivided in the manner shown hereon. Said subdivision shall be known as "STONE CREST SUBDIVISION PLAT 17".

The contents hereof are established as shown hereon. The utility easements shown hereon are hereby dedicated to the City of Washington, P.C. utilities, and their successors and assigns for the construction and maintenance of utilities. The utility easements shown hereon are also hereby dedicated for the construction and maintenance of water mains leading from the waterline shown hereon to the lot to which it serves.

The owner of each lot within this subdivision shall maintain the storm water management system serving this subdivision unless the storm water management system has been accepted for maintenance by the City of Washington, Missouri. The maintenance shall be shared equitably with each owner of any lot served by the storm water management system.

I hereby dedicate Fox Creek Drive as shown hereon to the City of Washington, Mo. for public use forever.

All lots in this subdivision are hereby subject to the Restrictions and Conditions set forth in an instrument recorded in Department No. 1900183 in the office of the Recorder of Deeds.

The lots are subject to restrictions of record, as they exist or may be subsequently recorded or amended.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CLONER VALLEY PROPERTIES, LLC

By: \_\_\_\_\_  
Kurt Overstreet

STATE OF MISSOURI  
COUNTY OF FRANKLIN

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared Kurt J. Overstreet to me known to be the person declared to and who executed the foregoing instrument, and acknowledged and instrument to be the free act and deed of said individual liability company.

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

My term expires: \_\_\_\_\_

Notary Public

I, Doug Tronzo, Supervisor of Records for Franklin County, Missouri, first being duly sworn depose and say that I am familiar with the land being in Cloner Valley Properties, LLC and subdivided in "STONE CREST SUBDIVISION PLAT 17" and further depose that there are no objections or encumbrances on the aforesaid land shown on Franklin County.

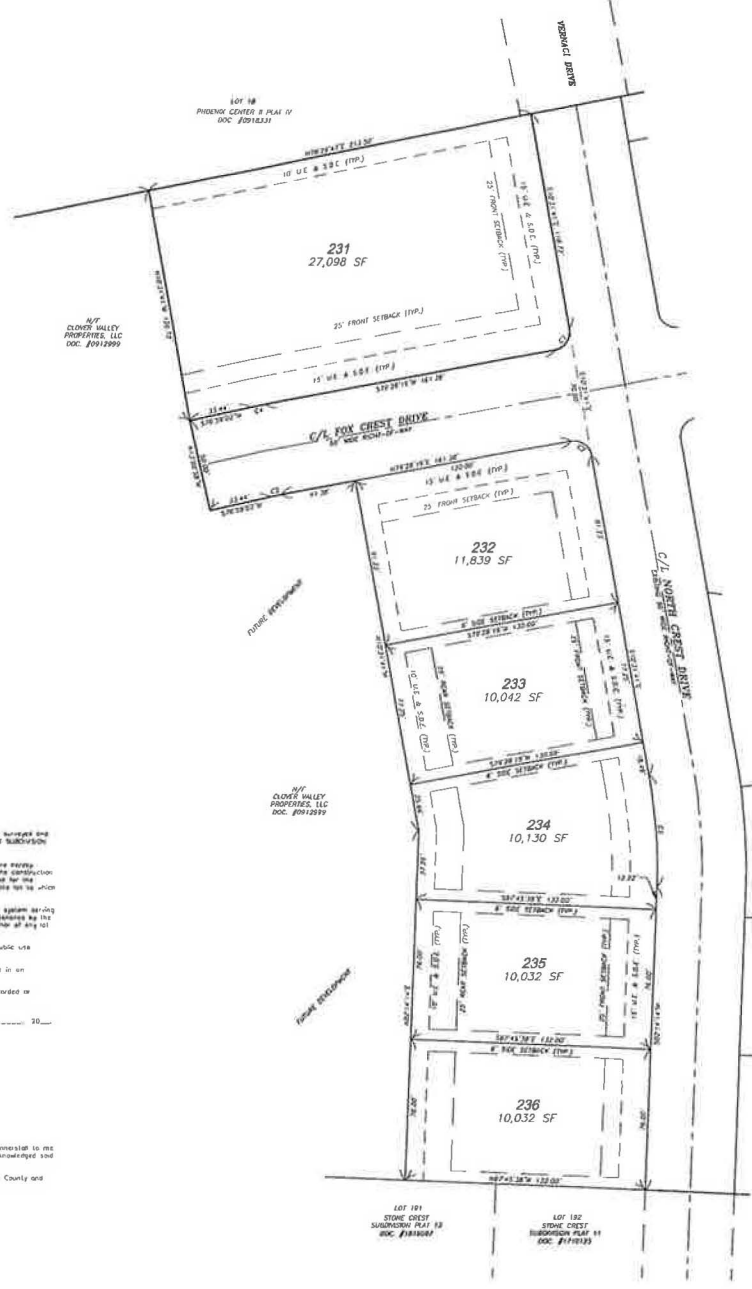
Doug Tronzo  
Supervisor of Records  
Franklin County, Mo.

I, David Mearns, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "STONE CREST SUBDIVISION PLAT 17" was approved by the City Council of Washington, Missouri, by Ordinance No. \_\_\_\_\_ passed and approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of the City of Washington, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

David Mearns  
City Clerk, Washington, MO

I, Cameron Lubben, hereby certify to Kurt Overstreet that this survey was completed under the direct supervision and to the best of my knowledge, information and professional judgment the results shown hereon are correct and are made in compliance with the current standards for accuracy regarding surveys of the Missouri Dept. of Natural Resources and Professional Registration (20-CSS 2030-16.0) as set forth therein.



STATE OF MISSOURI  
FRANKLIN COUNTY  
LAND SURVEYOR

WSE  
SURVEYING & ENGINEERING INC  
110 EAST MAIN STREET SUITE 401 KANSAS CITY, MO 64108  
PHONE: 816-234-2000  
FAX: 816-234-2002  
www.wseinc.com

STONE CREST SUBDIVISION PLAT 17

A TRACT OF LAND BEING PART OF U.S. SURVEY 1912, T44N, R1W OF THE 5TH P.M. IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MO.

BOOK	17-22	PAGE	1
FILE	17-22-2022		
DATE	11/15/2022		
BY	WSE		
FOR	CLONER VALLEY PROPERTIES, LLC		

1 OF 1

CITY OF WASHINGTON  
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

<b>Previous Years 1970-2000 Total:</b>		<b>\$ 36,121,362.69</b>			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-Present	4,972,480.22
2002-2003	2,875,714.84	2012-2013	3,760,065.80		
2003-2004	3,155,590.86	2013-2014	3,912,118.45		
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
<b>TOTAL COLLECTIONS TO DATE:</b>				<b>\$ 120,394,121.59</b>	

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 351,136.59	\$ 361,698.16	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	17.22%
NOVEMBER	282,896.65	251,010.14	273,682.85	325,999.08	337,510.28	329,477.61	-2.38%
DECEMBER	364,857.35	567,111.05	406,617.65	400,738.68	448,383.63	522,976.40	16.64%
JANUARY	430,566.40	355,065.45	428,005.85	420,055.36	430,457.12	392,285.39	-8.87%
FEBRUARY	354,592.09	440,931.59	363,771.00	417,204.79	396,723.58	509,008.53	28.30%
MARCH	397,064.44	432,715.60	444,964.47	417,215.47	468,305.25	483,461.03	3.24%
APRIL	322,468.20	354,143.36	387,311.51	365,080.95	387,138.97	393,317.74	1.60%
MAY	316,300.94	296,545.56	300,584.29	358,920.74	385,747.95	342,734.14	-11.15%
JUNE	360,109.32	368,699.52	456,577.00	401,315.24	514,849.48	536,473.31	4.20%
JULY	488,884.69	499,689.10	420,349.19	442,261.53	462,011.90	462,478.68	0.10%
AUGUST	290,449.04	311,169.75	322,712.79	372,615.14	396,711.64	546,123.89	37.66%
SEPTEMBER	395,182.14	464,286.39	465,772.42	518,477.31	523,081.81		
<b>TOTALS:</b>	<b>\$ 4,354,507.85</b>	<b>\$ 4,703,065.67</b>	<b>\$ 4,612,283.40</b>	<b>\$ 4,787,670.81</b>	<b>\$ 5,138,337.05</b>	<b>\$ 4,972,480.22</b>	

Increase (Decrease) Over Prior Year

8.00%

-1.93%

3.80%

7.32%

OVERALL PERCENTAGE GROWTH/  
(REDUCTION) FOR OCTOBER TO  
PRESENT:

**7.74%**

FISCAL YEAR END PERCENTAGE  
(POS- OCTOBER TO SEPTEMBER)  
Shown Once A Year on November Report.





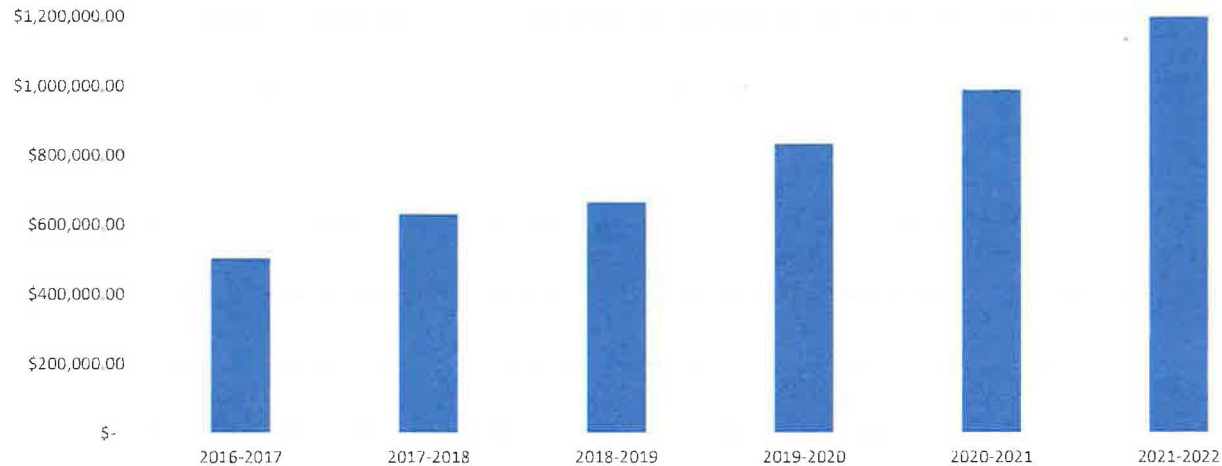


## LOCAL OPTION USE TAX

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 28,227.67	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	3.97%
NOVEMBER	36,285.79	17,632.77	48,613.78	56,442.98	77,752.19	75,696.93	-2.64%
DECEMBER	35,826.94	48,045.68	49,662.96	53,993.39	65,391.95	81,034.55	23.92%
JANUARY	43,418.60	48,211.95	68,775.33	39,958.65	69,783.79	98,017.42	40.46%
FEBRUARY	54,384.99	95,271.61	73,271.71	63,549.19	112,976.86	102,284.34	-9.46%
MARCH	47,389.11	76,542.59	79,877.50	81,178.43	104,092.21	99,642.15	-4.28%
APRIL	37,427.52	47,032.55	54,168.57	51,201.38	83,105.78	117,044.07	40.84%
MAY	38,570.02	49,331.34	45,391.56	117,142.50	70,120.42	155,677.22	122.01%
JUNE	41,187.44	51,751.76	51,449.73	94,813.67	73,348.19	90,619.63	23.55%
JULY	40,613.94	73,096.59	42,197.49	76,691.07	63,309.11	93,190.15	47.20%
AUGUST	36,992.97	54,048.00	53,911.53	82,028.64	89,259.01	211,769.42	137.25%
SEPTEMBER	63,977.54	57,105.98	62,998.22	79,946.63	109,517.43		
<b>TOTAL</b>	<b>\$ 504,302.53</b>	<b>\$ 630,152.51</b>	<b>\$ 664,542.96</b>	<b>\$ 832,447.39</b>	<b>\$ 989,207.80</b>	<b>\$ 1,198,325.23</b>	

COLLECTIONS 1998 TO PRESENT: **\$ 11,003,092.98**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR  
OCTOBER TO PRESENT: **36.22%**





Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>						
Revenue	15,439,790.00	15,486,790.00	835,718.72	12,303,980.87	-3,182,809.13	20.55%
Expense	17,078,405.00	17,227,095.00	971,518.55	14,801,840.41	2,425,254.59	14.08%
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>-1,638,615.00</b>	<b>-1,740,305.00</b>	<b>-135,799.83</b>	<b>-2,497,859.54</b>	<b>-757,554.54</b>	<b>-43.53%</b>
<b>Fund: 003 - LIBRARY FUND</b>						
Revenue	798,350.00	798,350.00	3,371.32	725,299.85	-73,050.15	9.15%
Expense	858,830.00	858,830.00	62,565.01	701,366.07	157,463.93	18.33%
<b>Fund: 003 - LIBRARY FUND Surplus (Deficit):</b>	<b>-60,480.00</b>	<b>-60,480.00</b>	<b>-59,193.69</b>	<b>23,933.78</b>	<b>84,413.78</b>	<b>139.57%</b>
<b>Fund: 004 - VOLUNTEER FIRE FUND</b>						
Revenue	867,180.00	867,180.00	5,302.28	888,034.05	20,854.05	2.40%
Expense	1,032,580.00	1,142,005.00	39,981.77	737,496.96	404,508.04	35.42%
<b>Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):</b>	<b>-165,400.00</b>	<b>-274,825.00</b>	<b>-34,679.49</b>	<b>150,537.09</b>	<b>425,362.09</b>	<b>154.78%</b>
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</b>						
Revenue	622,000.00	622,000.00	1,304.59	606,254.29	-15,745.71	2.53%
Expense	1,352,900.00	1,554,255.00	96,865.00	412,518.58	1,141,736.42	73.46%
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND Surplus (Deficit):</b>	<b>-730,900.00</b>	<b>-932,255.00</b>	<b>-95,560.41</b>	<b>193,735.71</b>	<b>1,125,990.71</b>	<b>120.78%</b>
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND</b>						
Revenue	1,012,000.00	1,012,000.00	98,798.40	1,010,304.32	-1,695.68	0.17%
Expense	1,755,320.00	1,948,320.00	20,706.27	849,959.39	1,098,360.61	56.37%
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):</b>	<b>-743,320.00</b>	<b>-936,320.00</b>	<b>78,092.13</b>	<b>160,344.93</b>	<b>1,096,664.93</b>	<b>117.13%</b>
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND</b>						
Revenue	3,574,875.00	3,574,875.00	217,089.54	2,056,321.99	-1,518,553.01	42.48%
Expense	4,490,750.00	5,936,260.00	128,715.88	1,737,962.25	4,198,297.75	70.72%
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):</b>	<b>-915,875.00</b>	<b>-2,361,385.00</b>	<b>88,373.66</b>	<b>318,359.74</b>	<b>2,679,744.74</b>	<b>113.48%</b>
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND</b>						
Revenue	4,002,875.00	4,002,875.00	284,819.68	3,153,054.48	-849,820.52	21.23%
Expense	4,067,300.00	5,514,990.00	215,664.00	3,313,149.83	2,201,840.17	39.92%
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):</b>	<b>-64,425.00</b>	<b>-1,512,115.00</b>	<b>69,155.68</b>	<b>-160,095.35</b>	<b>1,352,019.65</b>	<b>89.41%</b>
<b>Fund: 265 - COP FUND</b>						
Revenue	1,836,300.00	3,169,670.00	2,978.72	1,852,798.11	-1,316,871.89	41.55%
Expense	2,046,000.00	2,046,000.00	0.00	1,990,000.00	56,000.00	2.74%
<b>Fund: 265 - COP FUND Surplus (Deficit):</b>	<b>-209,700.00</b>	<b>1,123,670.00</b>	<b>2,978.72</b>	<b>-137,201.89</b>	<b>-1,260,871.89</b>	<b>112.21%</b>
<b>Fund: 272 - DOWNTOWN TIF RPA-1</b>						
Revenue	295,000.00	295,000.00	692.00	325,909.16	30,909.16	10.48%
Expense	426,600.00	539,200.00	111,175.00	283,291.77	255,908.23	47.46%
<b>Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):</b>	<b>-131,600.00</b>	<b>-244,200.00</b>	<b>-110,483.00</b>	<b>42,617.39</b>	<b>286,817.39</b>	<b>117.45%</b>
<b>Fund: 274 - RHINE RIVER TIF RPA-2</b>						
Revenue	132,200.00	132,200.00	0.30	146,559.94	14,359.94	10.86%
Expense	132,000.00	139,000.00	0.00	146,471.71	-7,471.71	-5.38%
<b>Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):</b>	<b>200.00</b>	<b>-6,800.00</b>	<b>0.30</b>	<b>88.23</b>	<b>6,888.23</b>	<b>101.30%</b>
<b>Fund: 400 - WATER FUND</b>						
Revenue	1,976,965.00	1,976,965.00	211,189.82	1,658,865.51	-318,099.49	16.09%
Expense	3,854,650.00	4,227,025.00	120,593.97	1,755,506.38	2,471,518.62	58.47%
<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-1,877,685.00</b>	<b>-2,250,060.00</b>	<b>90,595.85</b>	<b>-96,640.87</b>	<b>2,153,419.13</b>	<b>95.70%</b>
<b>Fund: 410 - SEWAGE TREATMENT FUND</b>						
Revenue	2,950,000.00	2,950,000.00	340,340.50	2,488,437.31	-461,562.69	15.65%
Expense	5,281,535.00	5,716,535.00	288,189.70	3,067,636.66	2,648,898.34	46.34%
<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-2,331,535.00</b>	<b>-2,766,535.00</b>	<b>52,150.80</b>	<b>-579,199.35</b>	<b>2,187,335.65</b>	<b>79.06%</b>

**Budget Report**

**For Fiscal: 2021-2022 Period Ending: 07/31/2022**

<b>Account Type</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 420 - SOLID WASTE FUND</b>						
Revenue	3,035,900.00	3,035,900.00	221,587.26	2,032,457.16	-1,003,442.84	33.05%
Expense	2,978,660.00	3,043,660.00	298,841.73	2,400,646.79	643,013.21	21.13%
<b>Fund: 420 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>57,240.00</b>	<b>-7,760.00</b>	<b>-77,254.47</b>	<b>-368,189.63</b>	<b>-360,429.63</b>	<b>-4,644.71%</b>
<b>Report Surplus (Deficit):</b>	<b>-8,812,095.00</b>	<b>-11,969,370.00</b>	<b>-131,623.75</b>	<b>-2,949,569.76</b>	<b>9,019,800.24</b>	<b>75.36%</b>

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-1,638,615.00	-1,740,305.00	-135,799.83	-2,497,859.54	-757,554.54
003 - LIBRARY FUND	-60,480.00	-60,480.00	-59,193.69	23,933.78	84,413.78
004 - VOLUNTEER FIRE FUND	-165,400.00	-274,825.00	-34,679.49	150,537.09	425,362.09
010 - VEHICLE & EQUIPMENT REP	-730,900.00	-932,255.00	-95,560.41	193,735.71	1,125,990.71
250 - STORMWATER IMPROVEME	-743,320.00	-936,320.00	78,092.13	160,344.93	1,096,664.93
260 - CAPITAL IMPROVEMENT SAI	-915,875.00	-2,361,385.00	88,373.66	318,359.74	2,679,744.74
261 - TRANSPORTATION SALES TA	-64,425.00	-1,512,115.00	69,155.68	-160,095.35	1,352,019.65
265 - COP FUND	-209,700.00	1,123,670.00	2,978.72	-137,201.89	-1,260,871.89
272 - DOWNTOWN TIF RPA-1	-131,600.00	-244,200.00	-110,483.00	42,617.39	286,817.39
274 - RHINE RIVER TIF RPA-2	200.00	-6,800.00	0.30	88.23	6,888.23
400 - WATER FUND	-1,877,685.00	-2,250,060.00	90,595.85	-96,640.87	2,153,419.13
410 - SEWAGE TREATMENT FUND	-2,331,535.00	-2,766,535.00	52,150.80	-579,199.35	2,187,335.65
420 - SOLID WASTE FUND	57,240.00	-7,760.00	-77,254.47	-368,189.63	-360,429.63
<b>Report Surplus (Deficit):</b>	<b>-8,812,095.00</b>	<b>-11,969,370.00</b>	<b>-131,623.75</b>	<b>-2,949,569.76</b>	<b>9,019,800.24</b>



# 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.