

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, OCTOBER 17, 2022 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the October 3, 2022 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Change Order #1 & Final Payment Request – Manhole Lining		
b. Final Payment Request – West Link Lift Station		
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor’s Presentations, Appointments & Reappointments</u>		
a. Recognition of Jennifer Brune Communications Director for The TQC Leadership Apprenticeship Program	Mayor	
b. Recognition of Sal Maniaci Community and Economic Development Director for the Missouri Certified Economic Developer Designation	Mayor	
c. Police Department Reappointments	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
a. Rezoning - Plat 18 Stone Crest	Accept Into Minutes	Memo
b. An ordinance rezoning 11.99 acres from R-1A Single Family Residential to R-3 Multi Family Residential and 2.55 acres from R-1A Single Family to R-2 Two Family Residential in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
c. Special Use Permit – 309 High Street	Accept Into Minutes	Memo
d. An ordinance granting a Special Use Permit to utilize 309 High Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
e. Special Use Permit – 527 Elm Street	Accept Into Minutes	Memo
f. An ordinance granting a Special Use Permit to utilize 527 Elm Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		

7. ORDINANCES/RESOLUTIONS:

- | | | |
|---|----------------------------|------|
| a. An ordinance approving the issuance of a Special Use Permit for a Temporary Shelter located at 2132 Highway A in the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | |
| b. An ordinance authorizing and directing the acceptance of a proposal by and between the City of Washington, Missouri and Sikich LLP to conduct the annual audit. | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance authorizing and directing the City of Washington, Missouri to accept the contract with Landscape Structures for the purchase of a playground at Riverfront Park. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance authorizing and directing the City of Washington, Missouri to accept the sales contract from Joe Machens Ford, Columbia, Missouri, for a 2023 Ford F550 Truck with Snow Plow and Spreader. | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and Control Technology & Solutions, LLC and VEREGY LLC, dba VEREGY. | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance authorizing and directing the execution of a Show Me Zero Program Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance approving the final plat of the Right-of-Way Dedication of Rabbit Trail Drive including Permanent Utility Easements/Storm Drainage Easements. | Read & Int/Read/Vote/Mayor | |
| h. An ordinance authorizing and directing the execution of a contract agreement by and between the City of Washington, Missouri and Northern Star Homes for the 2022 Rabbit Trail Project and amend the 2022/2023 Budget. | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance amending Schedule I Speed Limits, Table I-A Speed Limits-Generally, of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | |
| j. An ordinance amending Schedule I Speed Limits, Table I-B Speed Limits In Safety Or School Zones, of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

- | | | |
|---|----------------------|------|
| a. Preliminary Plat Approval – The Creek at Koch Farm | Accept/Approve/Mayor | Memo |
| b. Preliminary Plat Approval – 18 Stone Crest | Accept/Approve/Mayor | Memo |

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:

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, OCTOBER 13, 2022

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, OCTOBER 3, 2022**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, October 3, 2022, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

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

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Public Works Director	John Nilges
	Street Superintendent	Tony Bonastia
	Emergency Management Director	Mark Skornia
	Police Chief	Jim Armstrong
	Fire Chief	Tim Frankenberg
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker

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 September 19, 2022 Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

* Liquor License Approval – Cherry Blossom Washington

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

PRIORITY ITEMS:

* Certificate of Appreciation – Missouri Health & Wellness

Certificate of Appreciation

WHEREAS, Missouri Health & Wellness has generously donated \$5,000.00 to the Washington City Cemetery; and

WHEREAS, the donation has been used for paving of the roadway.

NOW, THEREFORE, I, James D. Hagedorn, by virtue of the authority vested in me as Mayor, and on behalf of our governing body and all our citizens, do hereby tender this Certificate of Appreciation to extend a heartfelt thank you and express warm appreciation to Missouri Health & Wellness for their generous donation to the Washington City Cemetery.

James D. Hagedorn, Mayor

10-03-22

* Washington Fire Department Officers

September 20, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO. 63090

RE: Ordinance 17-11667

Honorable Mayor and City Council:

Pursuant to the aforementioned ordinance, I am forwarding for your review the names of the Officers selected by the membership to serve the Washington Fire Department through July 2023.

Fire Chief-Tim Frankenberg

Assistant Chief-Mark Skornia

Deputy Chief of Support-Mike Holtmeier

Deputy Chief of Administration-Louis "Buzz" Eckelkamp III

The Fire Company Membership stands at 82 with recruitment a constant priority.

If you have additional questions, feel free to contact me.

Yours in service,

Tim Frankenberg

Fire Chief

September 21, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Ordinance 17-11667 – Assets on hand

Honorable Mayor and City Council:

Pursuant to the second half of the aforementioned ordinance, the fire department is operating out of five engine houses providing fire and rescue services to the 10+ square

miles of the City of Washington and 55 square miles for the Washington Community Fire Protection District as contracted with the City. The engine house are in good repair with updated features for readiness. The engine houses with the exception of Station 6 were all built between 1989 and 1999.

The training center is extensively utilized and was recently updated with asphalt installed by City crews to assist with roadway incident training. The site is anticipated to be the home of the Four Rivers Career Center program in 2023. The fire department is regular host to basic and advanced firefighting and rescue classes at this site.

The fire department operates with four front line pumping engines, a reserve pumping engine, a quintuple aerial, a heavy rescue squad, one pumping engine/tanker combination, two tankers, two boats, a brush truck, a brush UTV, an air cascade truck, a pick-up and a command vehicle. All of the engines are standardized and exceed the National Fire Protection Association (NFPA) minimum requirements. The aerial and the rescue exceed the NFPA requirement and all units are equipped for the maximum ISO points. The trucks are serviced semi-annually, pumps tested annually and the five year third party inspection of the aerial is scheduled next month.

It is estimated the cost of equipment per engine is approximately \$150,000 including hose, radios, extrication equipment and firefighting equipment. This does not include the base truck and equipment delivered with the truck. The aerial is equipped with approximately \$200,000 of equipment. The heavy rescue is equipped for vehicle rescue, high angle rope rescue, partial building collapse, confined space rescue, machine rescue, water rescue (swift and ice) and support of firefighting operations. The estimated cost of equipment on the rescue truck exceeds \$250,000.

The fire department has been making strides to ensure quality personal protective equipment for the firefighters. Each firefighter is outfitted with approximately \$3,100 of equipment including helmet, gloves, boots, coat and pants. There is a goal to have all interior structural firefighters in gear that is less than 10 years old with a reserve set of gear while the primary set is either being laundered or repaired. In addition, each firefighter is equipped with a pager at a value of \$900 each.

Moving forward, the fire department administration is looking at value added alternatives for large expenditure items such as the fleet. The average age of the City owned engines is 14.5 years with the reserve 25 years old. The reserve is seeing significant front line service due to breakdowns on the older engines. The aerial is the oldest front line piece at 15 years old. There were a multitude of repairs made recently with the unit out of service for six weeks due to break downs and part sourcing. Long term, a lease may be more attractive for reliability, return on investment and reduction in repair cost.

The fire department strives to provide the best service possible with the resources and within the capabilities of the membership. The continued support from the City and the fire district are appreciated as the working relationship provides a quality product to the citizens. Please let me know if you have any questions.

Yours in service,

*Tim Frankenberg, CSP, CFPS, CT
Fire Chief*

After discussion, a motion to accept and approve the Officers made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

Mayor’s Presentations, Appointments & Re-Appointments:

*** Proclamation – Washington American Legion Post 218 Junior Legion Baseball Team**

Washington American Legion

Post 218 Junior Legion Baseball Team

State Champions

Whereas, today we recognize the Washington American Legion Post 218 Junior Legion Baseball Team for their remarkable 2022 season and commend the coaching staff and players on their notable accomplishments; and

Whereas, the Washington Post 218 Junior Legion Baseball Team compiled a 30-6 record for the 2022 baseball season; and

Whereas, the Washington Post 218 Junior Legion Baseball Team finished their season as Zone 1 Champions and 9th District Regular Season Champions. The team defeated Elsberry Post 226 Red, 6-0, in the Junior Legion Tournament State Championship Game. This is the program’s 12th overall state title and the 4th Junior Legion Level title; and

Whereas, these young men not only brought home a State Championship for their community, but they also served as ambassadors as they played throughout their season; and

Whereas, special commendation is due to team members and coaches:

Team Members:

Coaches:

Jack Dunard

Tyler Kromer

Todd Kleekamp

Drew Eckhoff

Justin Mort

Quinton Poepsel

Noah Hendrickson

Kaden Patke

Danny Taylor

Wil Hoer

Lane Roettering

Eric Voelkerding

Ethan Holland

Sam Strubberg

Cohen Jasper

Grant

Reagan Kandlbinder

Ryan Williams

Kabren Koelling

Noah Wilson

Now Therefore, I James D. Hagedorn, by virtue of the authority vested in me as Mayor of the City of Washington, and on behalf of the entire City Council hereby congratulate you on your State Championship and extend this expression of our pride in your accomplishment and our appreciation for the fine publicity you have brought to our community by your good sportsmanship and inspired team play.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 3rd day of October 2022.

James D. Hagedorn

Mayor

**After the Proclamation was presented, Trent Hendrickson spoke about the Washington Post 218 Baseball putting together a bid to host a regional tournament in 2024 and 2025 representing the Mid-South Regional Tournament.*

* Police Department Appointment

September 22, 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 Police Department for a six-month probationary term:

NAME	TERM BEGINS	TERM ENDS
Ian T. Ray	October 4, 2022	April 4, 2023
Police Officer		(1 st 6 months)

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Police Department Reappointment

September 22, 2022

To The City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department for a second six-month probationary term:

NAME	TERM BEGINS	TERM ENDS
Calvin Broz	October 4, 2022	April 4, 2023
Police Officer		(2 nd 6 months)

Respectfully submitted,

James D. Hagedorn

Mayor

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

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* None

ORDINANCES/RESOLUTIONS

Bill No. 22-12664, Ordinance No. 22-13624, an ordinance consenting to the Assignment of a Development Agreement by and between Robert E. Hoelscher and Jeanne L. Hoelscher, Trustees under the Robert E. Hoelscher and Jeanne L. Hoelscher Joint Revocable Trust Agreement dated December 8, 2014 and the City of Washington, Missouri.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12665, Ordinance No. 22-13625, an ordinance authorizing and directing the execution of an Aviation Project Consultant Supplemental Agreement No. 1 Construction Services by and between the City of Washington, Missouri and Crawford, Murphy & Tilly, Inc.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12666, Ordinance No. 22-13626, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and K.J.U., Inc., d/b/a K.J. Unnerstall Construction Company.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 22-12667, Ordinance No. 22-13627, an ordinance amending Sections 505.650, 505.660, 505.670, 505.680, 505.690, and adding thereto a new Section 505.665 of the Code of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12668, Ordinance No. 22-13628, an ordinance authorizing and directing the execution of a Release and Settlement Agreement by and between the City of Washington, Missouri and Zick, Voss, Politte, Richardson & Brinker, P.C.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 22-12669, Ordinance No. 22-13629, an ordinance vacating and discontinuing a portion of a public street.

The ordinance was introduced by Councilmember Holtmeier.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

Bill No. 22-12670, Ordinance No. 22-13630, an ordinance approving the final plat of The Meadow at Koch Farm in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

MAYOR'S REPORT

- * Discussion on the American Bloom Symposium and economic development.
- * Councilmember Patke thanked Mayor Hagedorn for the Washington American Legion Post 218 Junior Legion Baseball Team Proclamation. A brief discussion ensued regarding the Washington Post 218 Baseball putting together a bid to host a regional tournament in 2024 and 2025 representing the Mid-South Regional Tournament.

CITY ADMINISTRATOR'S REPORT

- * None

COUNCIL COMMENTS

- * None

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ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:40 p.m. by Councilmember Patke, seconded by Councilmember Hidritch passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Midwest Infrastructure Coatings Change Order
Date: 10/10/2022

Mayor and Council,

While working on the 2021-22 sliplining project the original scope of work was increased. With this addition in sewer lines, there were additional manholes that needed to be spray lined. These manholes were brought into the project with an increase in the cost of the project by \$25,153.40.

Thank You,

A handwritten signature in black ink that reads "Kevin Quaethem". The signature is written in a cursive style.

Kevin Quaethem

Public Works Superintendent



CHANGE ORDER #1 & FINAL PAYMENT REQUEST

NAME OF PROJECT: **Manhole Lining**
OWNER: City of Washington, Missouri
CONTRACTOR: Midwest Infrastructure Coatings

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price.....	\$ 46,435.00
Change Order #1	\$ 25,153.40
New Contract Amount.....	\$ 71,588.40
Previous Payments.....	\$ 17,113.40
Balance Remaining.....	\$ 54,475.00
Final Pay Request.....	\$ 54,475.00
Balance Remaining.....	\$ 0.00

Accepted:

Approval:

Date: 10/11/2022

Date: _____

MIDWEST INFRASTRUCTURE COATING:

CITY OF WASHINGTON, MISSOURI:

By: _____

By: _____

Title: President

Title: _____

Midwest Infrastructure Coatings, LLC
87 Lakeshore Dr
Kimberling City, MO 65686 US
+1 5736198386
bbaker@midwestinfrastructurecoatings.com



INVOICE

BILL TO
City of Washington Missouri

INVOICE # 1076
DATE 10/03/2022
DUE DATE 11/02/2022
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
09/19/2022	Mobilization Mobilization	1	1,800.00	1,800.00
09/30/2022	man hole lining OBIC Armor 1000	215	245.00	52,675.00

BALANCE DUE **\$54,475.00**



October 17, 2022

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

RE: Final Payment Request – Vandevanter Engineering

Honorable Mayor and City Council:

The Wastewater Department is asking for final payment for the installation of submersible pump, bypass pump, control panel, scada set up, new wet well lid and valve vault at the West Link Lift Station. Last year October, Vandevanter quoted \$174,726.00 and the project was completed in August. The amount due is \$175,790.49 which includes a freight charge of \$1,064.49.

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

Respectfully submitted,

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

Kevin Quaethem
Public Works Superintendent



FINAL PAYMENT REQUEST

TO: City Council
 NAME OF PROJECT: West Link Lift Station
 OWNER: CITY OF WASHINGTON
 CONTRACTOR: Vandevanter Engineering

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

Original Contract Price.....	\$174,726.00
Freight Fee.....	\$1,064.49
Final Payment.....	\$175,790.49

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____

INVOICE



**VANDEVANTER
ENGINEERING**
A COGENT COMPANY

INVOICE	
5545011	
Invoice Date	Page
08/31/2022	1 of 3
ORDER NUMBER	
1427330	

Bill To:

City of Washington, MO
4 Chamber Dr.
Washington, MO 63090
US

Ship To:

City of Washington, MO
#4 Chamber Dr
Washington, MO 63090
US

Attn: Invoices Statements

Ordered By: Mr. Kevin Quaethem

Customer ID: 302337

PO Number		Term Description	Net Due Date	Disc Due Date	Discount Amount		
SIGNED KEVIN QAETHM		Upon Receipt	9/14/2022	9/14/2022	0.00		
Order Date	Pick Ticket No	Primary Salesrep Name		Taker			
10/15/2021 14:38:58	3569795	Nick Santangelo		TERRI LOEFFLER			
Quantities				Item ID	Pricing	Unit	Extended
Ordered	Shipped	Remaining	UOM	Item Description	UOM	Price	Price

Order Note: INSTALLATION OF SUBMERSIBLE RETROFIT, CONTROL PANEL, VALVE VAULT AT WEST LINK LS AS PER PROPOSAL OP-531113. PRICING INCLUDES NEW FLYGT SUBMERSIBLE PUMPS, BYPASS PUMP CONTROL PANEL AND MATERIALS, INSTALLATION, SCADA SET-UP, AND STATION START-UP. INCLUDES NEW WET WELL LID W/ACCESS HATCH AND VALVE VAULT WITH LID AND ACCESS HATCH

Carrier:

Tracking #:

-----Service Item Information-----

1.0000	1.0000	0.0000	EA	LS2	EA	174,726.0000	174,726.00
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Serial Number: WEST LINK LS
DUPLX LIFT STATION

Total Parts Price: 174726.00

Total Labor Price: 0

ORIGINAL



INVOICE



**VANDEVANTER
ENGINEERING**
A COGENT COMPANY

INVOICE	
5545011	
Invoice Date	Page
08/31/2022	2 of 3
ORDER NUMBER	
1427330	

Quantities				UOM	Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	Disp.					

Total Lines: 1

Total Freight In: 0.00

Total Freight Out: 1,064.49

SUB-TOTAL: 174,726.00

TOTAL FREIGHT: 1,064.49

TAX: 0.00

AMOUNT DUE: 175,790.49

Amount Due after 9/14/2022: 178427.35

All past due invoices are subject to a 1.5% per month finance charge.

REMIT TO	ACH / WIRE
Cogent Inc. or Brand Name P.O. Box 411832 Kansas City, MO 64141-1832 USA 1-816-221-0650	Enterprise Bank 12695 Metcalf Ave Overland Park, KS 66213 Routing Number: 081006162 Account Number: 4140000174

Preferred method of payment is ACH

We have moved! Our new address is 4525 NW 41st St, Suite 400, Riverside, MO 64150.
Our ACH/WIRE and REMIT TO information has not changed.

ORIGINAL



16

STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 15 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised March 2022

ORIGINAL

 **COGENT**

16



CERTIFICATE OF
TRAINING

This certifies that

Jennifer Brune

City of Washington

has successfully completed training for

The TQC Leadership Apprenticeship Program

Dr. Brenda Bouse

Dr. Brenda Bouse, The Quality Coach®

THE QUALITY COACH®

GROW. TRANSFORM. SUCCEED.

8/25/2022

Date



EAST CENTRAL COLLEGE
CENTER FOR WORKFORCE DEVELOPMENT
Department of Labor Partner

2a

Contact name: City of Washington
Title: Mayor Doug Hagedorn
Phone number: 636-390-1000
E-mail address: dhagedorn@washmo.gov

FOR IMMEDIATE RELEASE

Sal Maniaci, Receives Missouri Certified Economic Developer (MoCED) Designation from the Missouri Economic Development Council

Washington, MO – 9/8/22 Sal Maniaci AICP, Community and Economic Development Director, City of Washington has earned the Missouri Certified Economic Developer (MoCED) credential from the Missouri Economic Development Council. Sal was recognized for his achievement at the Missouri Governor’s Conference on Economic Development earlier this month.

The MoCED designation acknowledges the Missouri economic development practitioner’s commitment to advancing Missouri’s economy and elevating the economic development profession. To achieve the MoCED designation candidates must pass a rigorous exam to demonstrate that the Missouri economic development professional has a broad understanding of Missouri’s economic development assets, and can serve as a knowledgeable resource and liaison for businesses and communities as they look to grow and thrive in Missouri.

Sal started with the City of Washington as City Planner in 2016. In October of 2017, he was promoted to Community and Economic Development Director and has continued to promote Washington as a great place to live and do business since. This accomplishment adds another credential to Sal’s name, as he passed his American Institute of Certified Planners (AICP) exam in 2019 and will increase his ability to provide economic development assistance to the community on a national level.

“Having knowledgeable and dedicated economic development professionals in Missouri helps us compete nationally and globally for economic growth and prosperity,” said Shawna Searcy, MEDC President, “the MoCED certification recognizes that knowledge and dedication, and we congratulate our newly certified members.”

For more information about economic development in Washington, visit www.washmoworks.com

The Missouri Economic Development Council (MEDC) is the authoritative voice on economic development and related issues in Missouri. A statewide, nonprofit association of economic development professionals and community leaders, MEDC has been the unified voice of Missouri economic developers since 1979. For more information about the MoCED program, visit showme.org.



October 6, 2022

City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Nolan Crawford Police Officer	October 28, 2022	October 28, 2023
Gregory Garrett Police Officer	November 3, 2022	November 3, 2023
Paul Pfeiffer Police Officer	November 7, 2022	November 7, 2023

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "JDA", followed by a long horizontal flourish.

James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

Date: October 6, 2022
To: Mayor Doug Hagedorn
Subject: Reappointment of Police Officers

Honorable Mayor,

I respectfully request that the following officers be presented to the City Council for reappointment with the Washington Police Department for a one year term. These officers have performed admirably and are an asset to the department and City of Washington.

NAME	DATE EFFECTIVE	DATE EXPIRES
Officer Nolan Crawford	October 28, 2022	October 28, 2023
Officer Gregory Garrett	November 3, 2022	November 3, 2023
Officer Paul Pfeiffer	November 7, 2022	November 7, 2023

Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police



October 10, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-0906-Rezoning Plat 18 Stone Crest

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday October 10, 2022 the above mentioned rezoning was approved with a 6-3 vote in favor.

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

Date: October 10, 2022

Re: File # 22-0906 and 1007 – Stonecrest Plat 18 Rezoning and Plat

Synopsis: The applicant is requesting to rezone 11.99 acres from R-1A Single Family Residential to R-3 Multi Family Residential, 2.55 acres from R-1A Single Family to R-2 Two Family Residential, and approval of a preliminary plat for Plat 18

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Phoenix Park	C-2
South	Single Family Residential	R-1A
East	Single Family Residential	R-1A
West	Two Family	R-3

Analysis

The applicant is requesting to rezone approximately 12 acres to R-3 Multi Family Zoning, approximately 2.5 acres to R-2 Two Family zoning and then plat the new zoning districts into their own lots and extend Earth Crest Drive through the development.

The proposed area for the R-3 Multi Family Zoning is located on the western end of the development adjacent to existing R-3 Zoning to the West and C-2 zoning to the North. In city planning, it is often recommended to transition land uses from higher intensities to lower. In this particular case, the applicant is requesting to place the multi-family zoning adjacent to existing multi-family zoning as well as commercial zoning. They are then requesting to transition that zoning from R-3 to R-2 two-family zoning, creating a situation where the development starts at commercial, turns to multi-family, then two-family before meeting the existing single family zoning.

There is also a precedent of approving multi-family in the area with the development directly to the west being zoned R-3 Multi Family as well as a portion in Stonecrest also already being zoned R-3 Multi Family, where Andrea Crest is. The proposed R-3 Zoning, at 12 acres, could technically allow up to 260 residential units, however given that Earth Crest is proposed through the middle of the site, it is unlikely that the site could be developed to that density. The topography and road layout would not support it. Staff would review density and access to the site when construction plans are submitting making sure emergency access and density requirements are met.

As for the preliminary plat, Plat 18 proposes a 50 ft. right-of-way for the future Earth Crest Drive extension (the plat says Fox Crest, but last month P&Z and City Council voted to have it remain Earth

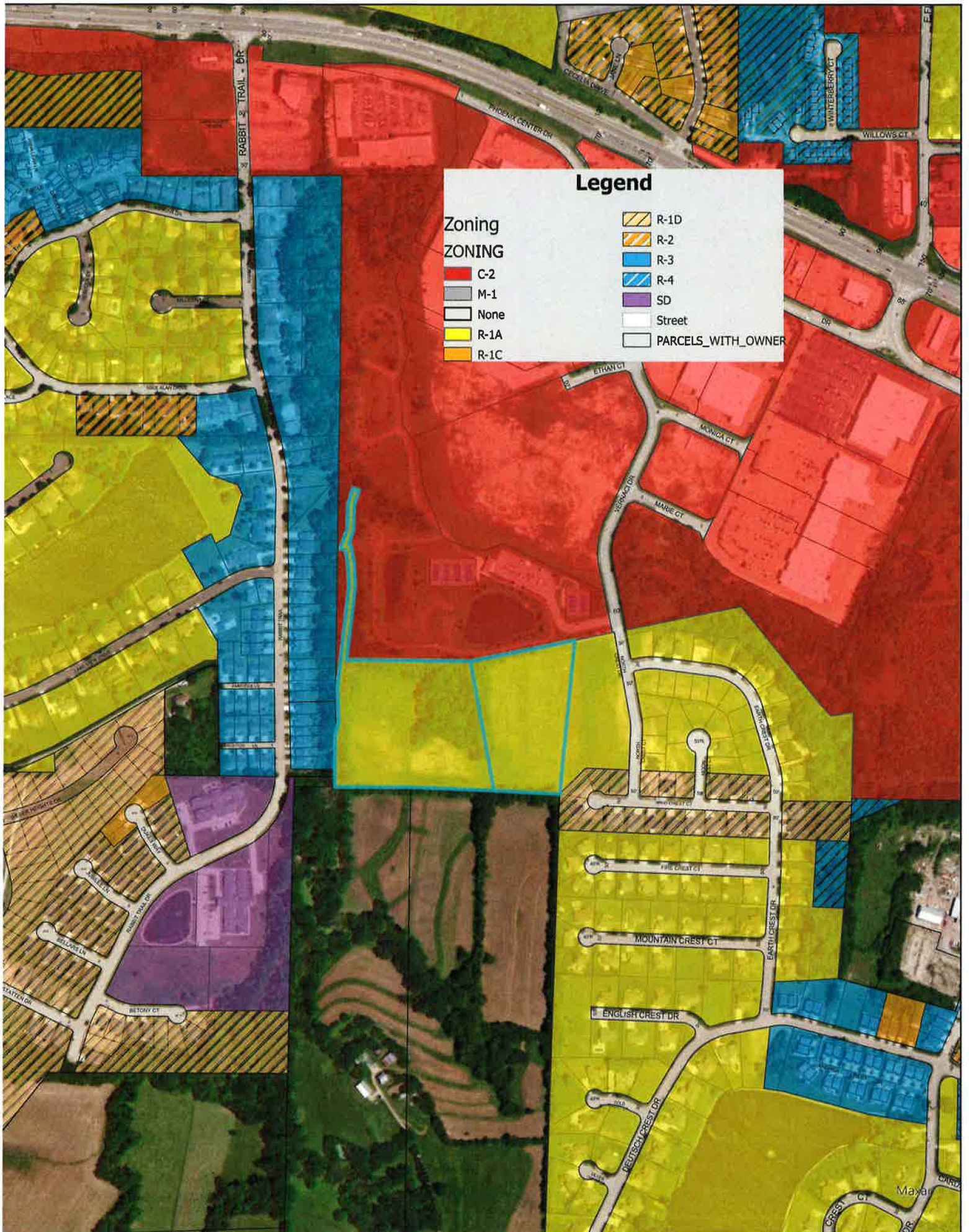
Crest Drive). This proposed extension would allow a connection to Rabbit Trail and finalize a street connection that has long been identified in our comprehensive plan.

Staff has received comments from the neighborhood opposing the development, of which a letter is attached to this report. The concern is understood that they would prefer to keep it single family, but given the existing zoning in the area and the proposed transition in housing type, staff sees no reason why this proposal should be denied. The plat also meets requirements set forth in the Comprehensive Plan as well as the City Code.

Recommendation

Staff recommends approval of the both zoning requests as well as Plat 18.





Legend

Zoning	R-1D
ZONING	R-2
C-2	R-3
M-1	R-4
None	SD
R-1A	Street
R-1C	PARCELS_WITH_OWNER

CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 JEFFERSON STREET • WASHINGTON, MO 63090
636.390.1010 phone • 636.239-4649 fax

Applicant Information for Rezoning Land

Please print:

Site Address: STONE CREST PLAT 18 (FOX CREST DR)

Lot # 237
238
239 Subdivision: STONE CREST

PID# 10-7-25.0-0-099-046.100 / 10-7-25.0-0-099-050.00

Applicant Name NATHAN PARMENTIER Daytime phone 636-239-2028

Address of Applicant 4923 SOUTH POINT RD

Name of Owner KURT UNNERSTALL Daytime phone 636-239-2028

Address of Owner (if different from Applicant) 4923 SOUTH POINT RD

Site Information

Address or Legal: 44 NORTH, RANGE 1, WEST OF 5th PM, WASHINGTON, FRANKLIN COUNTY, MO.

Current Zoning: RIA/R2 Lot Size: 2.44 AC / 10.92 AC

Existing Land Use: _____

Proposed Zoning and Intended Use of Property: RIA TO R2 AND R1 TO R3

Surrounding Land Use

North C-2 South NOT IN CITY LIMITS

East R-1A West R-3

To the best of my knowledge and belief, the data in this application and all attachments thereto are true and correct.

Nathan Parmentier
Signature of Applicant Date 8-24-22

[Signature]
Signature of Landowner (if different) Date 8/24/22

Mayor, Councilmen, and Planning and Zoning Committee-

The following points are reasons that the Lake Washington Estates Condo Association would like to see the land behind us (Clover Valley) remain R1-A:

*We have 56 units with most people over 60 years old. Pulling into and out of drives has become hazardous. This was a dead-end street when we moved in and now it has become a racetrack. More and more streets are funneling into Rabbit Trail and all of these drivers are really traveling at a fast rate. It is common knowledge that the intersection at Hwy 100 and Rabbit Trail is the most confusing one in town. Let's not make the problem worse.

*In the past 4 months we have had 3 mailboxes totally destroyed by errant cars. It is \$800 -1000 to replace them at our owner's expense. Also, 2 light poles have been struck. We have many walkers and pet people out there. It is frightening.

*We bought our property knowing the land behind us was zoned R 1-A. Now we hear a builder is requesting R 3 Zone (Multifamily). We do not want the problems that come with high-density living spaces-noise, traffic, light pollution, increased water drainage from parking lots into our creek, and criminal activity.

*We believe that the job of the city zoning committee and the councilmen is to keep their community living spaces as they were originally promised. Do not put a multifamily grouping in the middle of a well-established, well-cared for, single and two-family neighborhood. This will change the dynamics of the neighborhood that you originally bought or built in.

Please keep our area R 1-A. Thanks for considering these hundreds of home owners that are already here.

Lake Washington Estates Condo Association Board Members

Steve Richardson
Pres. Lake Washington Estates

Sept. 28

Mayor, Councilmen, and Planning and Zoning Committee-

The following points are reasons that the Lake Washington Estates Condo Association would like to see the land behind us (Clover Valley) remain R1-A:

*We have 56 units with most people over 60 years old. Pulling into and out of drives has become hazardous. This was a dead-end street when we moved in and now it has become a racetrack. More and more streets are funneling into Rabbit Trail and all of these drivers are really traveling at a fast rate. It is common knowledge that the intersection at Hwy 100 and Rabbit Trail is the most confusing one in town. Let's not make the problem worse.

*In the past 4 months we have had 3 mailboxes totally destroyed by errant cars. It is \$800 -1000 to replace them at our owner's expense. Also, 2 light poles have been struck. We have many walkers and pet people out there. It is frightening.

*We bought our property knowing the land behind us was zoned R 1-A. Now we hear a builder is requesting R 3 Zone (Multifamily). We do not want the problems that come with high-density living spaces-noise, traffic, light pollution, increased water drainage from parking lots into our creek, and criminal activity.

*We believe that the job of the city zoning committee and the councilmen is to keep their community living spaces as they were originally promised. Do not put a multifamily grouping in the middle of a well-established, well-cared for, single and two-family neighborhood. This will change the dynamics of the neighborhood that you originally bought or built in.

Please keep our area R 1-A. Thanks for considering these hundreds of home owners that are already here.

Lake Washington Estates Condo Association Board Members

Steve Richardson (Pres)
Pres. Lake Washington Estates
Donna (Sec)
Kathie Will (Treas.)

Dear Mayor, City Council, and Planning and Zoning Committees,

I am greatly concerned about the request to rezone the tract of land between Rabbit Trail and Stone Crest from R 1A to R 3.

Please do not allow apartment buildings to be stuck in the middle of large 1 and 2-family dwellings.

Lake Washington and Stonecrest have made substantial monetary commitments to their homes and neighborhoods. Please do not change this dynamic.

Crowded conditions have resulted at the intersection of Hwy 100 and Rabbit Trail already. Please do not make it worse. With increased population density comes a whole array of issues such as increased traffic, noise, light, and crime.

We trust the zoning committee to keep the R 1A zoning and preserve this single and two-family setting going forward. All current property owners have the right to quiet enjoyment of their homes.

Thank you for your consideration of my concerns.

Thomas R. Richardson

Dear Mr. Mayor, Councilmen, and Zoning Committee,

I am hearing that a developer is asking the Zoning Committee to change the area between Rabbit Trail and Stone Crest into an R 3 multifamily area. Many reasons such as traffic, change of the scenery in an established community of single and double family residences, and sticking too many people in one low-lying area need to be considered. A rezoning will squash the very reason we all moved here—the neighborhoods were single and two-family dwellings. Please do not go back and change something you already established. If this rezoning takes place, then noise and population density problems such as light pollution, traffic, and crime will ruin the values of these large single-family and two-family dwellings. Three story buildings would not be conducive to our established peaceful setting and right to our quiet enjoyment of our properties. Leave it R 1A.

Thank you all.

Linda Richardson

Dear Mayor, Councilmen, and Zoning Committee,

I am a resident on Rabbit Trail. Please do not change the Zoning at the end of our Association's Southeast border to allow multifamily buildings. We thought we had single and two family zones only. It is too busy and too crowded now. Please do not change it and make it worse. Actually, the area is Single-Family over there across the creek. I bet Stonecrest will have a fit!

It is the job of the Zoning Committee to prevent this kind of change. Do not let the builders win here. They should put their apartments somewhere else. The area is currently zoned for single families. Let's keep it that way. Please protect us. We have been here for a long time.

A Senior Citizen on Rabbit Trail

Wayne J. Lanwermeyer - Wayne Lanwermeyer
Shirley M. Lanwermeyer - Shirley Lanwermeyer

2401 Rabbit Trail

Dear Mr. Holdmeier,

Thank you for your service to our city. As you work with the Zoning Committee on the request to change the area between Stone Crest and Washington Estates to R3 zoning, please consider the families who live in the neighborhoods there. We are mostly single family with some two family villas. R3 would be 3 story apartments and that would not be a "good fit" with our homes already there. Increased traffic, noise, bright lights, big parking lots, water run-off from large paved areas, and high density population would be some of the issues we would deal with. High density buildings would be a drastic change from the woods we currently see. Density brings crime - something that Seniors do not need. We have a right to quiet enjoyment of our properties. Thank you Susan Richardson

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REZONING 11.99 ACRES FROM R-1A SINGLE FAMILY RESIDENTIAL TO R-3 MULTI FAMILY RESIDENTIAL AND 2.55 ACRES FROM R-1A SINGLE FAMILY TO R-2 TWO FAMILY RESIDENTIAL IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application has been filed with the City of Washington, Missouri to rezone the property located at Stone Crest Plat 18, 11.99 acres from R-1A Single Family Residential to R-3 Multi Family Residential and 2.55 acres from R-1A Single Family to R-2 Two Family Residential; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, October 17, 2022, notice of said hearing having been duly published in the “Washington Missourian”; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

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

SECTION 1: The property located at Stone Crest Plat 18, 11.99 acres from R-1A Single Family Residential to R-3 Multi Family Residential and 2.55 acres from R-1A Single Family to R-2 Two Family Residential, see attached Exhibit A.

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

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

Passed: _____

ATTEST: _____

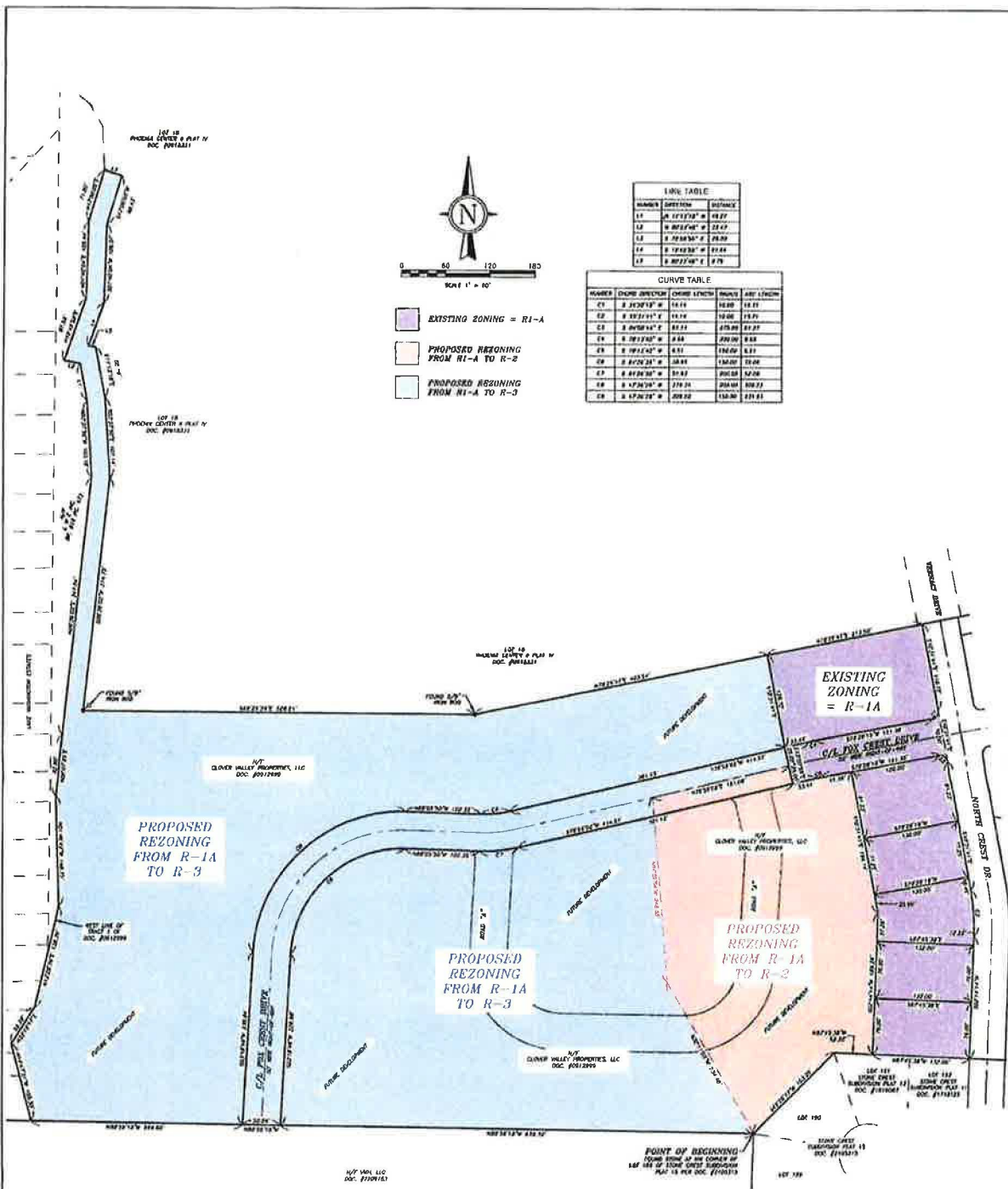
President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A



LINE TABLE

STATION	BEARING	DISTANCE
1	S 89°17'30" W	48.27
2	S 89°17'30" W	22.47
3	S 70°10'30" E	29.27
4	S 70°10'30" E	17.44
5	S 89°17'30" E	8.78

CURVE TABLE

NUMBER	CURVE DESCRIPTION	CURVE LENGTH	CHORD	ARC LENGTH
C1	S 23°07'30" W	16.15	16.00	16.15
C2	S 89°17'30" W	16.15	16.00	16.15
C3	S 89°17'30" E	88.51	87.00	88.51
C4	S 89°17'30" W	8.66	8.60	8.66
C5	S 89°17'30" W	8.66	8.60	8.66
C6	S 23°07'30" E	16.15	16.00	16.15
C7	S 23°07'30" E	16.15	16.00	16.15
C8	S 70°10'30" E	16.15	16.00	16.15
C9	S 70°10'30" E	16.15	16.00	16.15
C10	S 70°10'30" E	29.27	29.00	29.27
C11	S 70°10'30" E	29.27	29.00	29.27
C12	S 70°10'30" E	17.44	17.30	17.44
C13	S 70°10'30" E	17.44	17.30	17.44

DESCRIPTION OF TRACT PROPOSED TO BE REZONED FROM R-1A TO R-3

A tract of land being part of G.L. Survey 1812, Township 21 North, Range 1 West of the 24th P.M., in Franklin County, Missouri, being more fully described as follows:

Beginning at a point in the Northwest corner of Lot 128 of Block Crest Subdivision Plat 13 and plat of record in Document No. 2102119 in the Office of the County Recorder of Franklin County, Missouri, and being the Northern corner of the 1/4 Section 18, more fully described in Document No. 2102119 as said Recorder's Office.

Thence S 89°17'30" W as the primary line 479.74 feet to its intersection with the West line of Lot 1 of the above Survey, thence being more fully described as follows:

- Thence N 89°17'30" E 48.27 feet
- Thence S 89°17'30" W 22.47 feet
- Thence S 70°10'30" E 29.27 feet
- Thence S 70°10'30" E 17.44 feet
- Thence S 89°17'30" E 8.78 feet
- Thence S 89°17'30" W 8.66 feet
- Thence S 89°17'30" W 8.66 feet
- Thence S 23°07'30" E 16.15 feet
- Thence S 23°07'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 29.27 feet
- Thence S 70°10'30" E 29.27 feet
- Thence S 70°10'30" E 17.44 feet
- Thence S 70°10'30" E 17.44 feet
- Thence S 70°10'30" E 29.27 feet to its intersection with the West line of Lot 128 of Block Crest Subdivision Plat 13 and plat of record in Document No. 2102119 in said Recorder's Office.
- Thence S 23°07'30" E 16.15 feet to its intersection with the West line of Lot 128 of Block Crest Subdivision Plat 13 and plat of record in Document No. 2102119 in said Recorder's Office.
- Thence S 89°17'30" W 8.66 feet
- Thence S 89°17'30" W 8.66 feet
- Thence S 23°07'30" E 16.15 feet
- Thence S 23°07'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 29.27 feet to its intersection with the West line of Lot 128 of Block Crest Subdivision Plat 13 and plat of record in Document No. 2102119 in said Recorder's Office.

Containing 1.07 Acres more or less.

SUBJECT TO EASEMENTS, ENCUMBRANCES, AND INTERESTS OF RECORD.

DESCRIPTION OF TRACT PROPOSED TO BE REZONED FROM R-1A TO R-2

A tract of land being part of G.L. Survey 1812, Township 21 North, Range 1 West of the 24th P.M., in Franklin County, Missouri, being more fully described as follows:

Beginning at a point in the Northwest corner of Lot 128 of Block Crest Subdivision Plat 13 and plat of record in Document No. 2102119 in the Office of the County Recorder of Franklin County, Missouri, and being the Northern corner of the 1/4 Section 18, more fully described in Document No. 2102119 as said Recorder's Office.

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- Thence S 89°17'30" W 8.66 feet
- Thence S 89°17'30" W 8.66 feet
- Thence S 23°07'30" E 16.15 feet
- Thence S 23°07'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 29.27 feet
- Thence S 70°10'30" E 29.27 feet
- Thence S 70°10'30" E 17.44 feet
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- Thence S 23°07'30" E 16.15 feet to its intersection with the West line of Lot 128 of Block Crest Subdivision Plat 13 and plat of record in Document No. 2102119 in said Recorder's Office.
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- Thence S 23°07'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 16.15 feet
- Thence S 70°10'30" E 29.27 feet to its intersection with the West line of Lot 128 of Block Crest Subdivision Plat 13 and plat of record in Document No. 2102119 in said Recorder's Office.

Containing 2.58 Acres more or less.

SUBJECT TO EASEMENTS, ENCUMBRANCES, AND INTERESTS OF RECORD.

W&E
SURVEYING & ENGINEERING, INC.
114 EAST MAIN STREET, SUITE 100
WARREN, MISSOURI 64092

REZONING EXHIBIT

A TRACT OF LAND BEING PART OF U.S. SURVEY 1812, T44N, R18W OF THE 21ST P.M. IN THE CITY OF WARREN, FRANKLIN COUNTY, MO.

SHEET
1 OF 1





October 10, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-1002-Special Use Permit-309 High Street-Short Term Renal

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday October 10, 2022 the above mentioned Special Use Permit was approved with a unanimous 9-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 10, 2022

Re: File #22-1002 – Short Tern Rental – 309 High Street

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 309 High Street

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-20
South	Single Family	R-20
East	Single Family	R-20
West	Single Family	R-20

Analysis:

The applicant is requesting a special use permit to utilize 309 High Street for Vacation Rental Dwelling. The structure is currently a single family home in an R-2 Single and Two Family Overlay District. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. Off-street parking is also available on the subject property through an alley in the rear and should minimize any additional impact to the nature of the existing neighborhood. There is also an existing short term rental unit across the street at 312 High Street, making the proposal compatible with other uses in the area.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwelling at 309 High Street.





Legend

- Short_Lodging
- Zoning**
- ZONING**
- R-1B
- R-2 O
- PARCELS_WITH_OWNER

FAIR ST
40'
41'
42'

Alley

50'

42'
40'
42'
42'

12'

12'

RD STREET

50'

49.5'

40'

12'

50'

HIGH ST.

ALLEY



12'

Map Microsoft

JAMES STREET

0'

0'

22-1002

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: 309 High St Washington, MO 63090

Lot: Subdivision: Brinkers PID#

Applicant Name: Emily Solter Phone: 636-432-3756

Address of Applicant: 12501 N Davenport Rd, Hallsville, MO 65255

Owner: Nicholas & Emily Solter Phone: 636-432-3756
636-432-3480

Owner's Address: 12501 N Davenport Rd Hallsville, MO 65255

Current Zoning: R-20 Proposed Zoning:

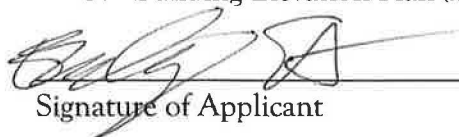
It is proposed that the property be put to the following use: nightly rental

Lot Size: Frontage (feet) Depth (feet) Number of Stories 2

Number of Units: 1 Number of Off-Street Parking Spaces: 2

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
- 4. Legal Description of Property
- 5. Building Elevation Plan (for new construction only)


Signature of Applicant

30 Aug 2022
Date

Emily Solter
Applicant Name Printed

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.

Will continue to look great and be filled with
Kind people

- 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.

Existing structure, no new construction

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

Usual Residential Activity

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

Usual Residential Traffic Volume

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

Usual Residential Noise Level

- 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 increased need for public services
No increased risk of fire hazards

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

No adverse affects. Appearance will be well maintained and beautiful

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.

Usual Residential Activity

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.

Landscape to remain as a maintained yard and flower beds

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 run-off, and heat generation.

No new construction

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
309 HIGH STREET AS A VACATION RENTAL IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, October 17, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

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

SECTION 1: That a Special Use Permit be issued for 309 High Street for a use as a Vacation Rental.

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: _____

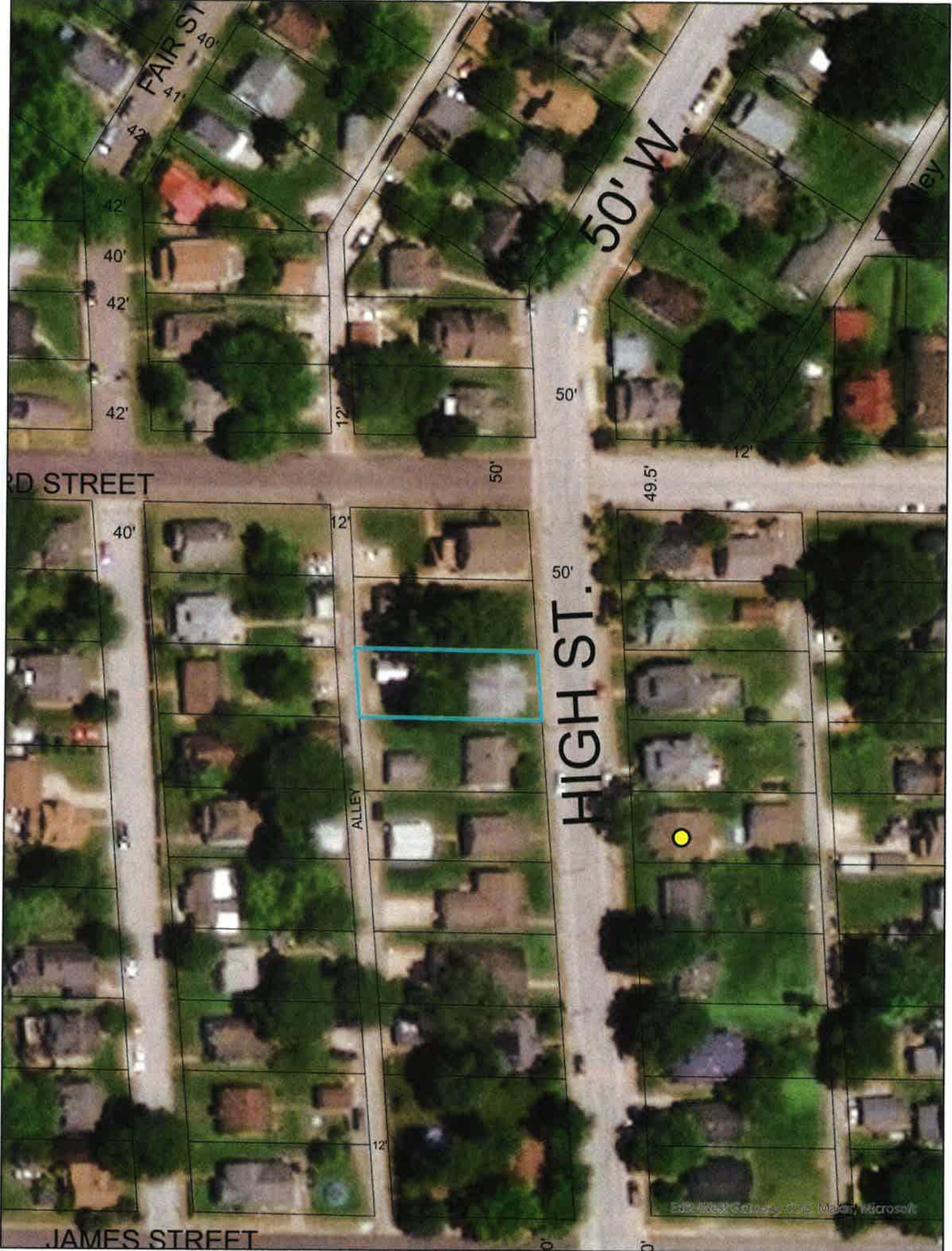
ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri





October 10, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-1004-Special Use Permit-527 Elm Street-Short Term Renal

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday October 10, 2022 the above mentioned Special Use Permit was approved with a unanimous 9-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 10, 2022

Re: File #22-1004 – Short Tern Rental – 527 Elm Street

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 527 High Street

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family / Vacant Cedar Crest	R-20 C-2 Overlay
South	Single Family	R-20
East	Single Family	C-3
West	Single Family	R-1B

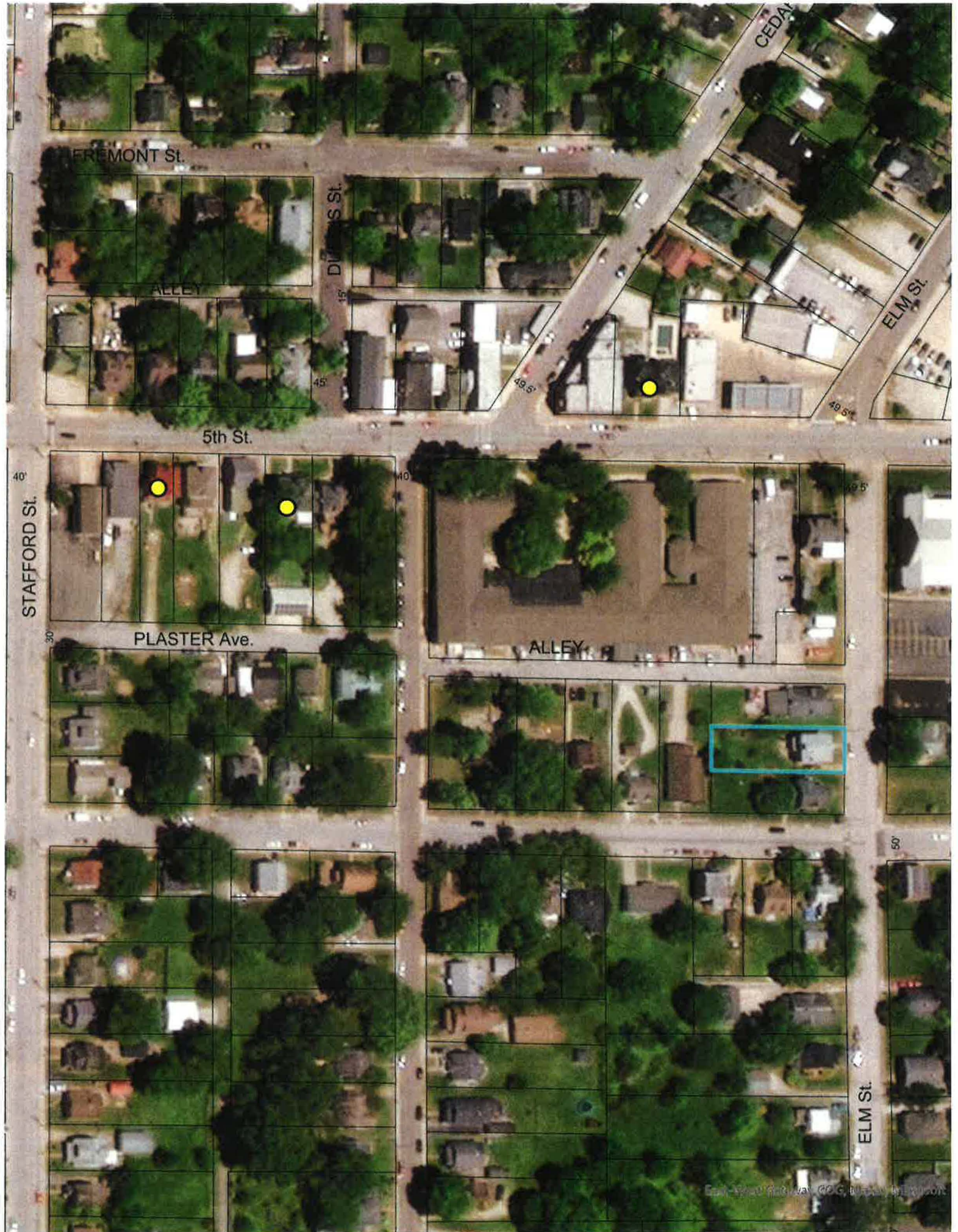
Analysis:

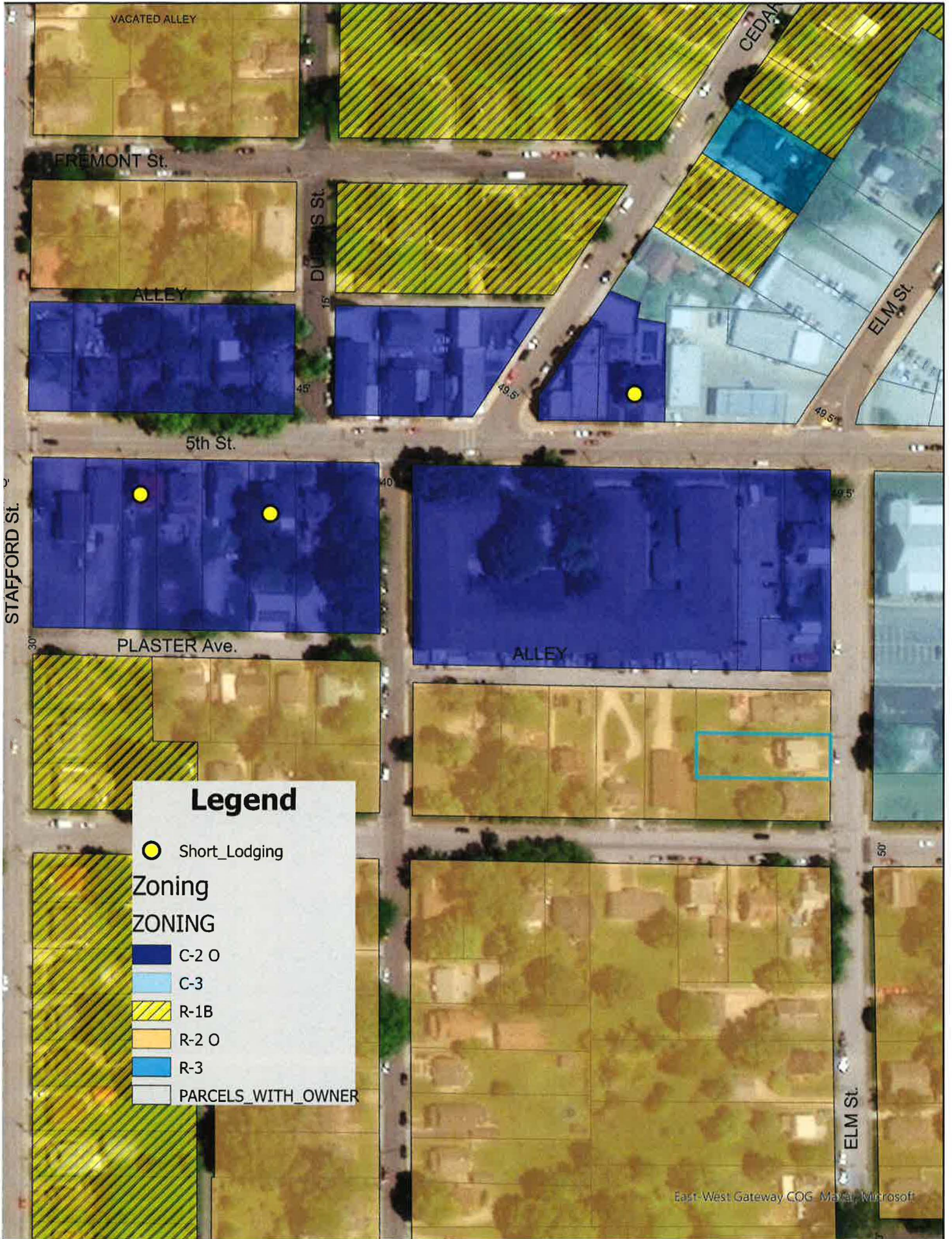
The applicant is requesting a special use permit to utilize 527 Elm Street for Vacation Rental Dwelling. The structure is currently a single family home in an R-2 Single and Two Family Overlay District. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. There are a handful of existing homes in the area being utilized as Short Term Lodging with no known complaints or issues. Staff believes the proposal is compatible with other uses in the area.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwelling at 527 Elm Street.





CITY OF WASHINGTON, MISSOURI

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

Special Use Permit

Zoning districts regulate land uses by placing them into three separate categories: permitted uses, special uses and prohibited uses. All land uses placed within the special use category require a written application subject to Planning and Zoning Commission review and City Council action. See Article V of the City's Development Code.

When submitting the attached application, the following documents are required:

1. Site plan of the proposed special use
2. Legal description
3. Application fee of \$150.00 (made payable to the City of Washington)

After the Planning and Zoning Commission reviews the proposed special use permit, the Chairman will send a letter of recommendation to the City Council. The City Council will then set a hearing date for the application. Pursuant to Section 400.220, no action shall be taken upon any applications for a proposed building or use (referred to above) until and unless the report of the Planning and Zoning Commission has been filed; provided, however, that if no report is received from the Commission within forty-five (45) days, the City Council may proceed with its action upon the application. A public notice must be published for the City Council hearing fifteen (15) days in advance of the hearing date.

All requests for a Special Use Permit will be processed according to the following schedule:

1. Application Deadline for Public Hearing...Three weeks prior to Planning & Zoning Meeting
2. Planning and Zoning Meeting..... Second Monday of the month, 7:30 p.m.
3. City Council holds Public HearingFirst Monday of the month following a fifteen (15) day advertised notice
4. City Council renders a decision Third Monday of the month

The typical timeframe from submitting an application to receiving a decision is two months.

Property owners within 185 feet of the lot where the proposed special use is intended will be notified via regular mail by the Engineering Department. This notification will be prior to the Planning and Zoning Commission meeting and City Council hearing.

All questions regarding the application should be directed to the Engineering Department at 636-390-1010, or email smaniaci@ci.washington.mo.us.

22-1004

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: 527 Elm St, Washington, MO 63090

Lot: _____ Subdivision: _____ PID# _____

Applicant Name: Rob and Gretchin Burton Phone: (573) 690-9419

Address of Applicant: 101 E Main St, Washington, MO 63090

Owner: Rob and Gretchin Burton Phone: (573) 690-9419

Owner's Address: 101 E Main St, Washington, MO 63090

Current Zoning: Residential Proposed Zoning: Residential

It is proposed that the property be put to the following use: Short Term Rental

Lot Size: Frontage 50 (feet) Depth 151 (feet) Number of Stories 3

Number of Units: 1 Number of Off-Street Parking Spaces: 2

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
- 4. Legal Description of Property
- 5. Building Elevation Plan (for new construction only)

Gretchin M J Burton ~~9/16/22~~ 9/16/22
Signature of Applicant Date

Gretchin M J Burton
Applicant Name Printed

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.

The property will not be altered from the current appearance

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.

Floor size and area will remain the same as when structure was built

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

Weekly guests occupying indoor space

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

No increase to traffic

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

No increase to noise

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 increase to residential services demand

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

No change to the appearance of the existing property

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.

No change to existing lighting

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.

No change to outside areas

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 run-off, and heat generation.

No increased impact on the current residential use

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
527 ELM STREET AS A VACATION RENTAL IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, October 17, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

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

SECTION 1: That a Special Use Permit be issued for 527 Elm Street for a use as a Vacation Rental.

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: _____

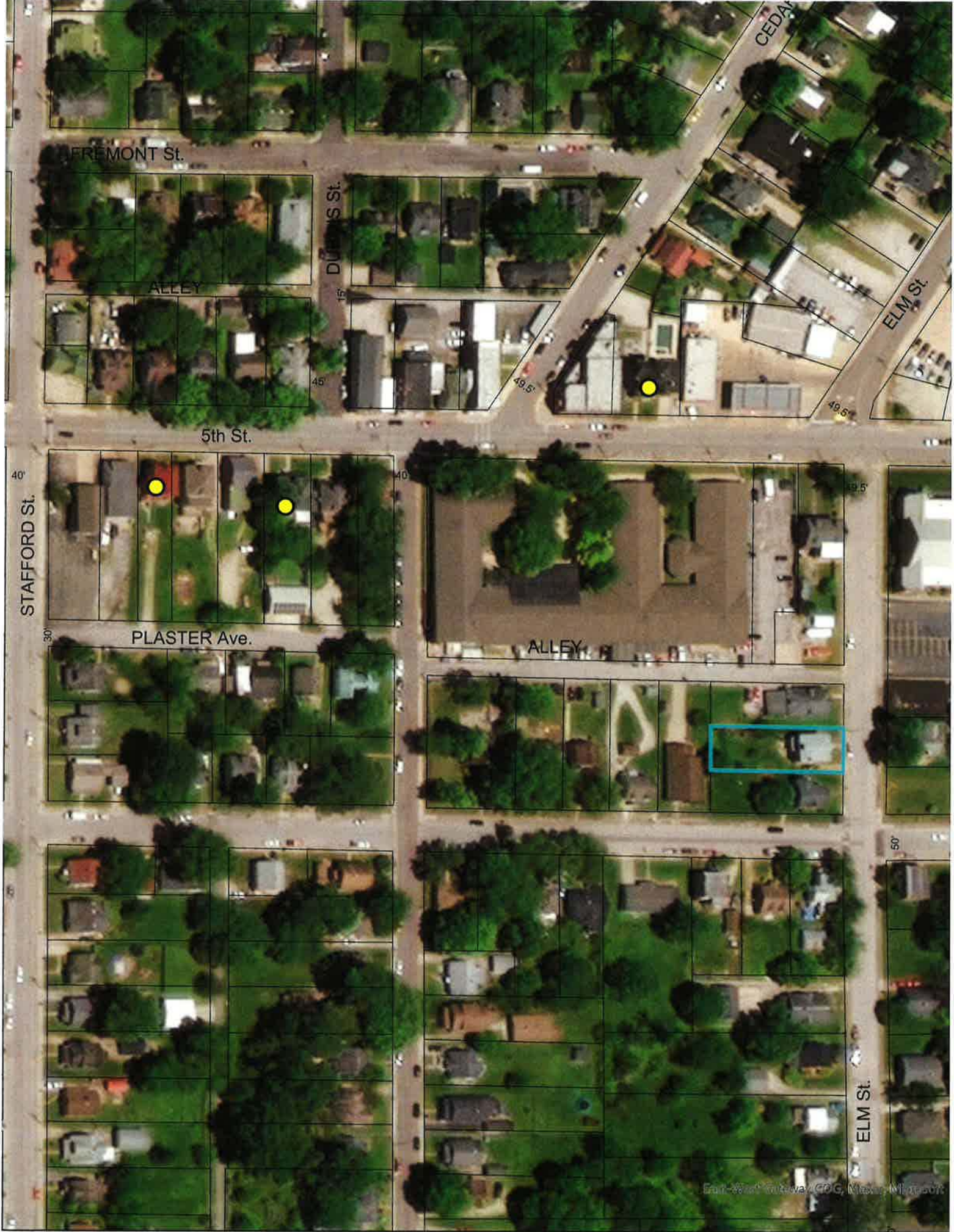
ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A
SPECIAL USE PERMIT FOR A TEMPORARY SHELTER
LOCATED AT 2132 HIGHWAY A IN THE CITY OF
WASHINGTON, MISSOURI

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

Whereas, Washington Charitable Foundation submitted an Application for a Special Use Permit (“Application”) to the City of Washington, Missouri in order to operate a temporary shelter at 2132 Highway A in the City of Washington, Missouri; and

Whereas, the Application was reviewed by the Planning and Zoning Commission of the City of Washington, the Commission solicited public comment from the applicant as well as those in favor of, and those in opposition to, the issuance of the Special Use Permit, and the Commission voted 6-1 in favor of recommending that the City Council of the City of Washington issue the Special Use Permit; and

Whereas, on September 19, 2022, after public notice was duly provided as required by law, the City Council conducted a public hearing on the Application at which time the City Council heard testimony from the Applicant as well as those in favor of, and those in opposition to, the issuance of the Special Use Permit; and

Whereas, after due consideration of the evidence presented at the public hearing, and taking into account the recommendation of the Planning and Zoning Commission, the City Council does hereby adopt the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The property located at 2132 Highway A, Washington is zoned M-2 Industrial.
2. A temporary shelter is permitted in an M-2 Industrial zoned district with issuance of a Special Use Permit.
3. Section 400.230 of the Code of the City of Washington, Missouri establishes criteria for the Planning and Zoning Commission and the City Council to consider in determining whether or not an application for a special user permit should be granted and in consideration of the effect of the proposed special use permit 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.
4. The criteria set out in Section 400.230 include, but are not limited to, the following:
 - a. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.
 - b. The comparative size, floor area and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.
 - c. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.
 - d. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

- e. The added noise level created by activities associated with the proposed use.
 - f. 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.
 - g. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.
 - h. 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.
 - i. 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.
 - j. 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.
5. The temporary shelter is compatible in terms of both use and appearance, with the surrounding neighborhood as it is located in an industrial zoned area with manufacturing, warehousing, and the City's Public Works Facility located nearby and adjacent thereto.
6. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties

and neighborhood is consistent with the area and is one of the smaller structures, if not the smallest in terms of square footage, in comparison to the adjacent structures and buildings in the surrounding properties and neighborhoods.

7. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area, will be negligible as the structure is located on Missouri Highway A and in an industrial park with both indoor and outdoor activities that greatly exceed the frequency and duration of those indoor and outdoor activities of the temporary shelter.
8. Adjacent streets have the capacity to handle increased traffic in terms of traffic volume, including hourly and daily levels, as the temporary shelter is located on Missouri Highway A, a State highway capable of handling any and all additional traffic from the temporary shelter which will be insignificant when compared to the regular traffic on Missouri Highway A and that traffic traveling to and from the industries located in the adjacent industrial park.
9. The temporary shelter will not add to the noise level.
10. There are adequate public services to meet the demand of the proposed temporary shelter, and the need for public services are not 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. Both the Washington Police Department and the Washington Fire Department concur in this finding.

11. The structure where the proposed temporary shelter is proposed will not change on the exterior other than the installation of signage to replace the existing signage on the structure. As a result, the general appearance of the neighborhood will not be adversely affected by the location of the temporary shelter at this location.
12. There will be no additional night lighting added to the structure (except two wall pack lights to be affixed to the rear of the building as there is currently no lighting on the rear of the building) or the property and therefore there will be no impact beyond any current impact in terms of intensity, duration, and frequency of use, as it impacts adjacent properties and in terms of presence in the neighborhood.
13. There will be no impact of any landscaping of the temporary shelter in terms of intensity, duration, and frequency of use, as it impacts adjacent properties and in terms of presence in the neighborhood. The applicant has no plans to make any changes to the existing landscaping at this location.
14. The temporary shelter is proposed to be located in an existing structure utilizing the existing parking lots, sidewalks, and other hard surface areas. Therefore, there will be no additional 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.
15. The proposed temporary shelter is located in an industrial park on the corner of Chamber Drive and Missouri Highway A which are both heavily traveled thoroughfares, and the proposed temporary shelter will not be accessible by

pedestrian traffic as there are no sidewalks leading to or from the proposed location.

16. The temporary shelter will be operated by professional staff twenty- four (24) hours a day, seven (7) days a week.
17. There will be time limits placed on the length of time a person can stay in the facility.
18. Residents will be required to have a plan to get back into the housing market and the workforce.
19. The temporary shelter will have a code of conduct that will require all guests to maintain good behavior and personal hygiene and the shower and laundry facilities will be provided.
20. Weapons, alcohol, illegal drugs and paraphernalia will not be allowed on the property. Drug tests will be conducted.
21. Quiet hours will start at 9:00 p.m. in the temporary shelter.

SECTION 2: Based on the foregoing Findings of Fact and Conclusions of Law, the City Council does hereby approve the issuance of a Special Use Permit for a temporary shelter located at 2132 Highway A, in the City of Washington, Missouri, with the following conditions:

1. The applicant shall limit the maximum occupancy to that permitted by the City's Building and Fire Codes.
2. Prior to occupancy of the structure the applicant shall schedule an inspection by the City Building Official and shall comply with any and all recommendations and requirements of said Building Official.

3. The area for outside activities shall be enclosed by a privacy fence of not less than six feet (6') in height surrounding the perimeter of the rear yard.
4. The applicant shall meet with the City Administrator and City Zoning Administrator semi-annually to discuss any issues or concerns that have arisen for either the operator of the temporary shelter or the City.
5. The applicant or the operator shall obtain a business license annually and at the same time submit to an inspection of the temporary shelter by the City Building Official to ensure compliance with this Conditional Use Permit.
6. The structure housing the temporary shelter will not be enlarged, without the approval of the City Council.
7. The temporary shelter will not add to the existing noise level of the industrial park adjacent thereto.
8. There shall be no changes to the exterior of the temporary shelter other than installation of signage to replace the existing signage, and excepting such future doors, windows, HVAC systems, exhaust hoods and similar improvements that may be required or allowable for safety or comfort reasons, as approved by the appropriate Building Official.
9. There shall be no additional night lighting added to the structure (except two wall pack lights to be affixed to the rear of the building as there is currently no lighting on the rear of the building) or the property, without the approval of the City Council.
10. There shall be no changes to the existing landscaping, except replacement of existing plants or addition of flowers and similar low level plantings for

beautification purposes.

11. There shall be no additional sidewalks, drives, parking areas, and service areas added to the property, except for such playgrounds, gardening areas, parking, sidewalks, etc., that may be allowed by the City Administration.
12. The temporary shelter will be staffed twenty-four (24) hours a day, seven (7) days a week when there are no guests in the facility.
13. Weapons, alcohol, illegal drugs and paraphernalia will not be allowed on the property.
14. Quiet hours will start at 9:00 p.m. There will be no outdoor activities at the property after 9:00 p.m. and before 7:00 a.m.
15. Applicant shall provide a vehicle for guest transportation.

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A PROPOSAL BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SIKICH LLP TO CONDUCT THE ANNUAL AUDIT

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 by and between the City of Washington, Missouri and Sikich LLP to conduct the annual audit. A copy of said proposal 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 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



SERVICE PROPOSAL

AUDIT SERVICES & ACFR PREPARATION FOR
THE CITY OF WASHINGTON, MISSOURI

SUBMITTED BY:
SIKICH CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

Tammy Alsop
CPA, CFE
Partner
314.590.2402
tammy.alsop@sikich.com

1000 Washington Square
Washington, MO 63090

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TRANSMITTAL LETTER

City of Washington
Attn: Mary J. Sprung, CPA
405 Jefferson Street
Washington, Missouri 63090

06/17/2022

Dear Mary,

Sikich is pleased to be considered for the appointment as independent auditors for the City of Washington, Missouri (City of Washington). We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We have received the Request for Proposal and are prepared to commit the resources necessary to provide services to the City of Washington. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements as specified in the Request for Proposal, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 120 days, and look forward to the possibility of serving the City of Washington.

Sincerely,



Tammy Alsop, CPA, CFE
Partner
314.590.2402
tammy.alsop@sikich.com



EXECUTIVE SUMMARY

Sikich's number one goal is to strengthen the City of Washington. We'll achieve this by combining customized solutions with our team's deep expertise and the latest tools and technology in order to achieve long-term success, as you define it.

UNDERSTANDING YOUR CURRENT CHALLENGES

Before we can make recommendations or start any engagement, it's essential that we have a full understanding of the challenges you're facing and the goals you want to achieve. We understand that you are looking to partner with a firm that will keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. We are also dedicated to staying current with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws. We have decades of experience serving the state and local government industry and look forward to the opportunity to partner with you to help meet your objectives and to drive your organization forward.

DEFINING YOUR FUTURE SUCCESS

Partnership is at the core of our work. Our priority is to serve as your trusted advisor and provide meaningful advice and support to your accounting function. The strategies we outline in this proposal are uniquely crafted for you, as we believe they will produce meaningful results and position your organization for success.

GET TO KNOW US

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products. We've reached this caliber of service by investing in our people.

By prioritizing talent and arming them with innovative technology, we create a dynamic, top-notch team. Your engagement team is comprised of senior-level government experts that will stop at nothing to exceed your expectations and help your organization succeed.

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. General Accounting Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to, and is independent with respect to any non-attest services provided to, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN MISSOURI

Our firm and all assigned key professional staff are properly registered and licensed to practice in Missouri.



SCOPE

Our scope of services is outlined in this proposal. In addition to these services, we're committed to a synergistic, lasting relationship with the City of Washington.

HERE TO HELP YOU UNCOVER SUCCESS

Sikich combines deep industry knowledge, dedicated client service and cutting-edge technology to drive results for our clients. Our team of more than 1,400 experts – serving clients across all 50 states – offers a range of professional services to support any need. We look forward to uncovering solutions to your challenges and supporting the lasting success of the City of Washington.



OUR CLIENT SERVICE APPROACH

COLLABORATION IS A TWO-WAY STREET

We work closely with you from the start. From setting expectations to executing the plan and preparing for next year, communication and collaboration are always front and center.

- Our approach starts with obtaining an understanding of your expectations and your business operational and strategic objectives. We will design our approach to exceed your expectations.
- We utilize our experience to ensure that your engagement is tailored to the risks inherent in your organization and the environment in which you operate, with eyes on identifying financial and operational improvements.
- Communication is key to collaboration; we will seek to avoid any surprises and keep you apprised of our progress and any findings on a timely basis.



OUR AUDIT APPROACH

At the core of our business, we have been and always will be an organization with a focused audit methodology supported by a robust technology platform. We're proud to boast the latest technological resources, world-class subject-matter experts and sought-after credentials to support your audit team.

Measure twice and cut once. Sound planning on the front-end of the engagement allows our team to plan and create efficiencies that benefit you. Our multi-faceted approach will begin prior to your year-end with certain preliminary and planning procedures, such as an internal controls assessment and documentation, tests of controls and audit correspondence. The conclusion of our planning efforts will be the development of detailed audit programs for all significant elements of the financial statements, as well as significant compliance matters. Our detailed audit programs will include procedures designed to obtain maximum audit efficiencies. The second phase, our substantive fieldwork, will be performed after year-end on a schedule that is flexible to your needs and reporting requirements.



Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the City of Washington
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the City of Washington's governmental activities, business-type activities, the discretely presented component units, each major fund and the aggregate remaining fund information that collectively comprise the City of Washington's basic financial statements.

The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



We will not audit the statistical or introductory sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the City of Washington provide us with the basic information required for our audit.



SCOPE OF SERVICES

NOW FOR THE PART THAT YOU'VE BEEN WAITING FOR! WE'LL BRING YOU THE TEAM AND THE PROCESS TO DELIVER RESULTS, AIMING TO EXCEED EXPECTATIONS EVERY STEP OF THE WAY. **OUR SCOPE AND FEES ARE CLEAR, UP-FRONT AND ALWAYS FAIR.**

We are proposing to provide the following services to as specified in the RFP:

- Audit of basic financial statements and discretely presented component units of the City of Washington, Missouri for the fiscal year ending September 30, 2022;
- Preparation of twenty (20) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the City of Washington);
- Preparation of twenty (20) bound copies, one unbound copy, and an electronic copy (.pdf) of the management letter for the City of Washington, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of five (5) bound copies and an electronic copy (.pdf) of the report on the CID;
- Preparation of five (5) bound copies, one unbound copy, and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable;
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the City Council in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with City Officials to present the completed audit and related materials.



7b

QUALITY CONTROL & PEER REVIEW

At Sikich, we are committed to providing the highest quality audits in the industry. The City of Washington can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the City Administrator, Director of Finance, and the City Council. The timing of this discussion will provide the City of Washington with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the City Administrator, Director of Finance, and the City Council or the appropriate level as defined in our professional standards.



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Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the City of Washington. The billings for the audit would not exceed this fee unless the City of Washington specifically requests that the scope of the engagement be expanded and the City of Washington and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.



CLIENT SERVICE TIMELINE

Event	Person(s) Assigned	TIMEFRAME							
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
<p>Preliminary Planning During this phase of the audit, we would meet with representatives of the City of Washington to discuss the approach we would take during the audit, focusing on areas of particular concern to the City of Washington as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.</p>	<p>The meeting would be attended by the engagement partner and engagement manager, if necessary.</p>								
<p>Preliminary Fieldwork During this phase of the audit, we would develop an understanding and documentation of the City of Washington's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the City of Washington's financial position as a whole.</p> <p>In addition, we would review all minutes from the meetings of the City Council; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the City of Washington; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the City of Washington will prepare; review all proposed client assisted work papers and the timing of preparation by the City of Washington; develop our audit programs for the next phase of the audit and review and document any changes to the City of Washington's Comprehensive Annual Financial Report; and prepare the schedule for the remainder of the audit.</p>	<p>This phase would be completed by the engagement partner, engagement manager and one professional staff.</p>								



Event	Person(s) Assigned	TIMEFRAME							
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
<p>Fieldwork During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the City of Washington's financial statements with a rough draft of the financial statements provided to the City of Washington at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the City of Washington to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.</p>	<p>This phase would be completed by the engagement partner, engagement manager and one to two professional staff.</p>								
<p>Workpaper Review and Report Production During this phase of the audit, the workpapers, drafts of all financial reports, and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the City of Washington's staff after fieldwork has been completed.</p>	<p>This phase would be completed by the engagement partner, resource partner and the quality control partner.</p>								
<p>Drafts to the City of Washington We will deliver a preliminary draft of the Annual Comprehensive Financial Report at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to no later than three business days after receiving all proposed changes.</p>	<p>This phase would be completed by the engagement partner.</p>								
<p>Completion of the Audit Upon approval of the drafts by the City of Washington, we will present the signed, bound copies of the Annual Comprehensive Financial Report, the management letter and the additional reports described in this proposal no later than March 15th. The engagement partner will be available for meetings with the City Council for formal presentations of the reports.</p>	<p>This phase would be completed by the engagement partner.</p>								



Event	Person(s) Assigned	TIMEFRAME							
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
<p>Support to the City of Washington Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the City of Washington. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the City of Washington to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the City of Washington.</p>	<p>This phase would be completed by the engagement partner.</p>	Ongoing							



WHY SIKICH

WE STAND OUT IN OUR INDUSTRY AND WE ARE PROUD OF THAT FACT. WHAT STARTED IN HUMBLE BEGINNINGS AS A SMALL ACCOUNTING FIRM HAS GROWN INTO AN INDUSTRY-LEADING, TECHNOLOGY-ENABLED FIRM OF THE FUTURE. AND WE'RE NOT LETTING OFF THE GAS.

IN SHORT, HERE'S WHAT WE BRING TO YOU:

INDUSTRY EXPERIENCE

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other units of local government. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)



ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

360 DEGREE VIEW

Many professional services firms look alike, but we pride ourselves in being different. We bring 360 degrees of business acumen to our approach, which means you have access to experts in a multitude of disciplines. Our teams don't just care about providing timely work product, we care about your organization's goals, your legacy, your people—and we have a deep bench of experts to help with any challenge you have. Nothing makes us happier than to see our clients succeed and your organization flourish.

A FIRM ROOTED IN CORE VALUES

Our core values aren't just artfully crafted statements that we put on the wall. Our culture and vision are rooted in Innovation, Trust, Diversity and Growth. This is how we drive our business and support the communities where we live, work and play.

ACCESS TO EDUCATION

The City of Washington will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the City of Washington's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Higher Education CFO Forum (include for Community Colleges only)
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment



IT'S PERSONAL FOR US

We approach every engagement with a dedicated team, built from our deep bench of industry experts and designed for optimal performance. We treat our clients like family and build relationships that survive the test of time. Don't believe us? Ask our clients!

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Following is a list of significant engagements performed last year that are similar to the engagement proposed for the City of Washington.

NAME	LENGTH OF SERVICE	CONTACT
*City of Kirkwood 139 S Kirkwood Road Kirkwood, MO, 63122	2011-current	Sandra Stephens Finance Director 314.822.5834 stephesf@kirkwoodmo.org
City of Farmington 110 West Columbia Street Farmington, MO, 63640	2017-current	Greg Beavers City Administrator 573.756.1701 gbeavers@farmington-mo.gov
*City of O'Fallon 100 North Main Street O'Fallon, MO, 63366	2005-current	Vicki Boschert Finance Director 636.379.5522 vboschert@ofallon.mo.us

**These governments participate in GFOA's Certificate of Achievement for Excellence in Financial Reporting Program (we assisted 50 governments in receiving their first Certificate awarded). Sikich has more than 75 clients that have applied for and received the Certificate of Achievement for Excellence in Financial Reporting. In addition, Single Audits of Federal Expenditures were performed for the City of Kirkwood, the City of Farmington, the City of O'Fallon and many others.*



SIKICH EXPERTS

We like solving complex problems. Most importantly, **WE BASK IN THE ABILITY TO HELP OUR CLIENTS THRIVE.**

A crucial component to your success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The City of Washington will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the City of Washington's engagement, we will seek the prior written approval of the City of Washington.

Your key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section to read biographies of the engagement team for the City of Washington.



TAMMY ALSOP, CPA, CFE ENGAGEMENT PARTNER

Tammy will be the primary point of contact for the City of Washington and will be directly responsible for all aspects of the engagement. Because we are committed to building a long-term relationship with the City of Washington, Tammy will be actively involved in all phases of the audit process and ACFR preparation. She will serve as a key business resource throughout the year for any questions or concerns you may have—regardless of whether or not those are directly related to the engagement.



VICTORIA DAILEY, CPA, MACC ENGAGEMENT DIRECTOR

As engagement director, Victoria will be responsible for the overall management of the audit and ACFR preparation. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the City of Washington's annual financial report. Moreover, our firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Victoria will be present at the City of Washington's offices during both our preliminary and final fieldwork.



LESLIE HADDOX SUPERVISOR

Leslie will work directly alongside the engagement partner and director as an additional point of contact for the City of Washington. Leslie will be responsible for leading the assurance team in the field and coordinating all assurance efforts.





MICHELLE LEPPER SENIOR ACCOUNTANT

As a senior assurance accountant, Michelle will be a contact for anything related to the successful audit of your organization. Michelle will be responsible for working with the audit partner to directly supervise the audit seniors and staff performing the City of Washington compliance audit.



MIKE WILLIAMS, CPA ADVISORY PARTNER

Mike will be your secondary contact for anything related to the engagement. Mike will also be available to assist with any questions or concerns you may have and is committed to providing you with a top-quality, efficient audit process.

ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the City of Washington the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.



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FEE PROPOSAL

Our fees for the year ending September 30, are expected to be:

DELIVERABLE	2022	2023	2024	2025	2026
Audit & ACFR	\$22,300	\$23,000	\$23,700	\$24,500	\$25,300
Single Audit	\$4,000	\$4,000	\$4,100	\$4,100	\$4,200
Audit & Financial Statements	\$3,500	\$3,600	\$3,700	\$3,800	\$3,900
TOTAL:	\$29,800	\$30,600	\$31,500	\$32,400	\$33,400

These fees assume that the City of Washington will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).



OUR PROACTIVE APPROACH

ONE OF OUR STRENGTHS AT SIKICH IS OUR NEED TO BE PROACTIVE. WE FIND POTENTIAL ISSUES BEFORE YOU HAVE TO WORRY ABOUT THEM, BECAUSE WE'RE READY WITH A SOLUTION.

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and government-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the City of Washington, we keep you informed of regulatory changes and best practices to ensure we identify crucial opportunities that will benefit the City of Washington.

INITIATIVE FOR YOUR SATISFACTION

The City of Washington's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the City of Washington?



ADDITIONAL RESOURCES & SERVICES

WITH MORE THAN A DOZEN SERVICES, OUR AREAS OF EXPERTISE ARE OFTENTIMES COMPLEMENTARY OF ONE ANOTHER. HOW ELSE CAN WE HELP YOU STRENGTHEN YOUR BUSINESS?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer and talk to your engagement partner about how these services may complement what you are already seeking.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your clients. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

THE AGENCY AT SIKICH

Position your brand for optimal coverage across your client base, industry and target audience all while telling a captivating story that builds relationships and enhances customer retention. From design and website development to media coverage and product launches, your organization deserves ample opportunity to boost brand awareness and reach a wide range of future, long-term consumers.

NOT-FOR-PROFIT SERVICES

Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those common challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.



TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Business management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity and profits—if implemented the right way.

TECHNOLOGY: ERP & CRM SOLUTIONS

Your organization can better stay on track with the right enterprise resource planning (ERP) or customer relationship management (CRM) solution. Whether you are at the start of your search for a new solution or need a new partner to fix a failed implementation, you will have the freedom to explore a variety of products to identify the technology investment that will best capitalize on your potential.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

SUPPLY CHAIN

Excel at implementing process and technology improvements in all areas of your supply chain from demand management and supplier relations to manufacturing and distribution. These solutions, and more, can enable a highly responsive supply chain that can potentially deliver breakthrough operational and financial performance.

GOVERNMENT SERVICES

Budgetary constraints, conflicting demands of multiple constituencies and changing regulations make it challenging for government entities to reach their goals. For all those challenges and more, we have a team of industry experts dedicated to delivering accounting, advisory and technology services with an in-depth understanding of the government fiscal, management, operating and regulatory environments.

EMPLOYEE BENEFIT PLAN & RETIREMENT PLAN AUDITS

Developing and maintaining employee benefit plans requires considerable time, effort and resources—after all, employees rely on benefits to secure their futures. Presenting your benefits provider with incomplete or inaccurate audit reports may result in plan disqualification or significant penalties. Maintain compliance with your benefit plans by working with experienced professionals dedicated to employee benefit plan audits, administration and consulting, and who work with more than 450 plans firm-wide each year.

INSURANCE SERVICES

As a leader, all the hard work you have put into accumulating, preserving and ultimately distributing your wealth is meaningless if you do not have a plan in place to protect your income and assets. By including life insurance, long-term care insurance and disability insurance, you can be better prepared to reduce future risks.



VALUATION SERVICES

What is your business worth? Regardless of why you ask this question—whether you're planning an exit strategy, looking to sell your company or something else—knowing the fair market value of your business is a complex notion that takes into account a number of factors. Finding help from a valuation expert is the best way to ensure the value you receive is accurate and supported.

WEALTH MANAGEMENT

Generating wealth takes time and requires consistent, reliable returns from your investments. Regardless of your stage in life, or your company's position in the marketplace, meeting your financial goals means keeping a dynamically managed, diversified portfolio and planning for the future. Stay on the right path toward this success by working with Sikich on meaningful, tailored opportunities.

Advisory services offered through Sikich Financial, a Registered Investment Advisor. Securities offered through Triad Advisors, Member FINRA and SIPC. Triad Advisors and Sikich Financial are not affiliated.



PROPOSAL EXHIBITS

WE KNOW YOU LIKELY HAVE MANY MORE QUESTIONS FOR US. TAKE A LOOK AT THE ATTACHED DOCUMENTS FOR ADDITIONAL INFORMATION ABOUT OUR FIRM AND THOSE WHO WILL WORK WITH YOU.

ENGAGEMENT TEAM BIOGRAPHIES

- Tammy Alsop, CPA, CFE
- Victoria Dailey, CPA, MACC
- Leslie Haddox
- Michelle Lepper
- Mike Williams, CPA

SIKICH RESOURCES

STATE AND LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW



TAMMY ALSOP

CPA, CFE

Partner

Tammy Alsop, CPA, CFE, is a partner of tax, audit and attest services with over 30 years of experience working closely with businesses. Tammy performs HUD audits, forensic accounting, fraud audits and internal control system reviews. She serves a diverse set of clients, with a specialized understanding of government entities, not-for-profit organizations and small to medium sized companies.

Tammy has conducted many fraud investigations including misuse of company credit cards, personal expenses paid with company funds, cash receipt misappropriation, internal control deficiencies, payday loan embezzlements and various court embezzlements.

SERVICE AREAS

- Audit and Assurance
- Tax Services
- Government
- Not-for-Profit
- HUD Audits
- Small and Medium Sized Businesses
- Forensic Accounting & Fraud Audits

AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- Missouri Society of CPAs (MOCPA)
- Association of Certified Fraud Examiners
- St. Clair Rotary Club, Treasurer
- Chesterfield Rotary Club, Member
- Government Finance Officers Association (GFOA), Special Review Committee

EDUCATION

- Bachelor of Science, Accounting, Northeast Missouri State University
- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)

**LOCATION:
ST. LOUIS OFFICE**

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tammy.alsop@sikich.com

VICTORIA DAILEY

CPA, MACC

Director

Victoria Dailey, CPA, MACC, has over 12 years of experience auditing governmental entities, not-for-profit organizations and employee benefit plans. She performs audits, reviews, compilations and taxation services for various clients in these industries. Additionally, she manages engagements, supervises firm staff and provides a high-level of client satisfaction.

SERVICE AREAS

- Audit Services
- Government Entities
- Not-for-Profit Organizations

AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- Missouri Society of Certified Public Accountants (MOCPA)

EDUCATION

- Master's Degree, Accounting, Missouri State University
- Bachelor of Science, Accounting, Missouri State University
- Certified Public Accountant (CPA)

**LOCATION:****ST. LOUIS OFFICE**

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victoria.dailey@sikich.com

LESLIE HADDOX

Supervisor

Leslie Haddox is a supervisor on the firm's Audit and Assurance team with over 14 years of experience. She provides audit services for a number of industries, including government entities and not-for-profit organizations.

SERVICE AREAS

- Audit and Assurance
- Not-for-Profit Organizations
- Government Entities

EDUCATION

- Bachelor of Science in Accounting, Missouri State University



LOCATION:

WASHINGTON, MO OFFICE

P.O. Box 1457
1000 Washington Square
Washington, MO 63090

leslie.haddox@sikich.com

MICHELLE LEPPER*Senior Accountant*

Michelle Lepper is a Senior Accountant on the firm's Audit and Assurance team with more than 10 years of experience. She has extensive experience auditing governmental entities, not-for-profit organizations and employee benefit plans. In addition to audit and assurance, she also provides tax services for individuals. Michelle's clients value her ability to take on and execute any task given.

When she's not working, Michelle enjoys spending time with her twins who always keep her busy outside of work.

SERVICE AREAS

- Government
- Not-for-Profit Organizations
- Employee Benefit Plans
- Individual Tax

EDUCATION

- Bachelor of Science in Accounting, Southeast Missouri State University

**LOCATION:****WASHINGTON, MO OFFICE**

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MICHAEL WILLIAMS

CPA

Partner

Mike Williams, CPA, is a partner with over 30 years of experience providing accounting, audit, tax and consulting services to for-profit businesses and not-for-profit organizations. Mike offers a unique understanding of his clients' challenges in order to support businesses in achieving their goals. While he serves clients in a number of industries, Mike's expertise is in the government, not-for-profit, manufacturing and professional services sectors. He also provides insurance services.

Mike has been a speaker on technical subjects at various conferences including the GFOA St. Louis Chapter, Missouri County Treasurers' Association and AAIM. He has also co-authored several articles for publications.

SERVICE AREAS

- Audit and Assurance
- Government
- Manufacturing
- Not-for-Profit Organizations
- Professional Services

AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- Missouri Society of Certified Public Accountants (MOCPA), Government Committee, Former Chair and Former Review Services for the Technical Standards Review Committee
- National Government Finance Officers Association, Special Review Committee
- Missouri GFOA, St. Louis Chapter

EDUCATION

- Bachelor of Science, Accounting, Southeast Missouri State University
- Certified Public Accountant (CPA)
- Licensed in Missouri and Illinois
- Certificate of Educational Achievement, Governmental Accounting and Auditing Program of the AICPA

AWARDS

- "One of Top 100 St. Louisans to Know," Small Business Monthly Publication

**LOCATION:****ST. LOUIS OFFICE**

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STATE & LOCAL GOVERNMENT RESOURCES



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christine.gismondi@sikich.com



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nick.bava@sikich.com



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CPA
Senior Audit Manager
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lindsay.fish@sikich.com



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CPA
Senior Audit Manager
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tom.siwicki@sikich.com



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CPA
Senior Audit Manager
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martha.trotter@sikich.com



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Audit Manager
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Senior Managing Director –
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SCOTT WEGNER
Partner
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BRAD LUTGEN
Partner
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MARY O'CONNOR
ASA
Partner
Resource – Fraud
Investigation
312.648.6652
mary.oconnor@sikich.com

GOVERNMENT SERVICES



Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM LEADER



ANTHONY CERVINI
CPA, CFE
PARTNER-IN-CHARGE

T: 630.566.8574
E: anthony.cervini@sikich.com

WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.



GOVERNMENT SERVICES

OUR EXPERTS



TAMMY ALSOP
CPA, CFE
PARTNER

E: tammy.alsop@sikich.com



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CPA
PARTNER

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CPA
PARTNER

E: angela.dorn@sikich.com



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CPA
DIRECTOR

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CPA, MBA
PARTNER

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CPA
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CPA, MAS
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CPA
PARTNER

E: mike.williams@sikich.com



MARTHA TROTTER
CPA
PARTNER

T: 630.566.8581
E: martha.trotter@sikich.com

ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. With more than 1,000 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.





ACCOUNTING TECHNOLOGY ADVISORY

Sikich LLP is a global company specializing in technology-enabled professional services.

Now with more than 1,400 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

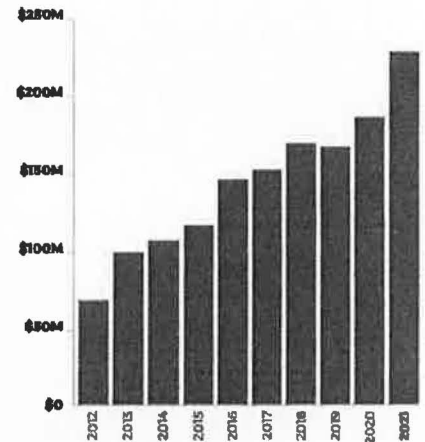
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY

- Site Selection & Business Incentives
- Forensic & Valuation Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

WHO WE ARE

TOTAL PARTNERS100+
 TOTAL PERSONNEL1,400+
 2021 REVENUE\$229M



LOCATIONS

Sikich is A Remote First Organization

- | | |
|---|--|
| Akron, OH
(330) 864-6661 | Milwaukee, WI
(262) 754-9400 |
| Alexandria, VA
(703) 836-1350 | Minneapolis, MN
(331) 229-5235 |
| Boston, MA
(508) 485-5588 | Naperville, IL
(630) 566-8400 |
| Chattanooga, TN
(423) 954-3007 | Peoria, IL
(309) 694-4251 |
| Chicago, IL
(312) 648-6666 | Princeton, NJ
(609) 285-5000 |
| Crofton, MD
(410) 451-5150 | Springfield, IL
(217) 793-3363 |
| Decatur, IL
(217) 423-6000 | St. Louis, MO
(314) 275-7277 |
| Indianapolis, IN
(317) 842-4466 | Washington, MO
(636) 239-4785 |
| Los Angeles, CA
(877) 279-1900 | |

* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.
 ** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Accountability, Continuous Innovation and Stewardship. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.



CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality Center.



We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

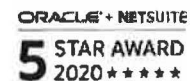


Sikich ranks among the top 30 firms nationally on the *Accounting Today* Top 100 Firms list.

Sikich has achieved the prestigious Inner Circle for Microsoft Dynamics recognition. Membership in this elite group is based on sales achievements that rank Sikich in the top echelon of the Microsoft global network of partners.



We also maintain the Oracle NetSuite 5 Star Award and are among the top three U.S. partners of Oracle NetSuite.



Sikich is a recipient of The Channel Co. CRN MSP 500 Top Managed Service Partner Award, Channel Futures MSP 501 Top Managed Service Partner Award and ranks within the top 350 Microsoft partners in the U.S., according to Redmond Channel Partner Magazine.



NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.

This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.



Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Anders Minkler Huber & Helms LLP".

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants



October 17, 2022

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

RE: Audit Proposal

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.

In August, The Finance Committee reviewed the proposal submitted by Sikich LLP and recommended 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.

City Council concurred with this recommendation at the September 6th, City Council Workshop meeting. This is the corresponding ordinance for City Council to formally approve the proposal.

Respectfully submitted,

Mary J. Sprung, CPA
Finance Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE CONTRACT WITH LANDSCAPE STRUCTURES FOR THE PURCHASE OF A PLAYGROUND AT RIVERFRONT PARK

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 contract with Landscape Structures in an amount totaling Eighty One Thousand Three Hundred Seventy Three Dollars and Zero Cents (\$81,373.00) for the purchase of a playground at Riverfront Park. A copy of said 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



Box 2121
 LaGrange, IL 60525
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

October 11, 2022

Page 1 of 2

PLEASE ADDRESS YOUR CONTRACT DISCOUNT PURCHASE ORDER TO:

Landscape Structures
 601 7th Street South
 Delano, MN 55328

City of Washington - Sourcewell ID #2489

BILL TO:

City of Washington
 405 Jefferson St.
 Washington, MO 63090
 Attention: Wayne Dunker, Parks Director

SHIP TO:

Washington Parks Dept.
 1220 South Lake Shore Drive
 Washington, MO 63090
 Attn: Chad Owens

PROJECT NAME: RIVERFRONT PARK

CALL 24 HOURS PRIOR TO DELIVERY: CHAD OWENS 636-667-9295

<u>QTY.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
		PlayBooster Component System
1	152443A	Grid Walk w/Barriers
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
1	152908C	Deck Link w/Handrails Permalene infill panel 3 Steps
1	229832A	Dot-to-Dot Climber
1	145624A	Vertical Ascent 48"Dk
1	272084A	Wood Plank Ladder w/Permalene Handholds 72" Deck DB
1	CP014763A	DTR PB 42" OC Rocker Seat
1	121948A	Kick Plate 8"Rise
4	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB
1	111231A	Triangular Tenderdeck
1	164092A	Bongo Panel Above Deck
1	135730A	Match 3 Reach Panel Ground Level
1	CP006219	DIGIFUSE® TSTF TRAIN PANEL. DBL SIDED Above Deck Artwork by LSI
1	120901A	Grab Bar
1	120902A	Handhold Leg Lift
1	141887B	Access/Landing Assembly Seat Barrier Right 16"Dk
1	119430A	Overhead Parallel Bars/Horiz Ladder
1	111404G	100"Alum Post DB
4	111404E	116"Alum Post DB
4	111404D	124"Alum Post DB
1	111404B	140"Alum Post DB
4	111404A	148"Alum Post DB
4	111404Z	182"Steel Post DB 44" Bury
1	111404H	92"Alum Post DB
1	130390A	Double Swoosh Slide 96"Dk DB1

Page 2 of 2
Riverfront Park, Washington, MO
October 11, 2022

- ALSO:
- 1 123336A Double Wave Slide 48"Dk DB
 - 1 124863F SlideWinder2 72"Dk DB 1 Right 2 Left
 - 1 182503C Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

**ALL OF THE ABOVE FOR A TOTAL DELIVERED AND INSTALLED PRICE VIA
THE SOURCEWELL PURCHASING CONTRACT \$81,373**

Due to the volatile cost of raw materials, supply chain, and labor shortages, prices and lead times can change without notice. Unfortunately, we cannot guarantee or hold prices quoted at this time.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

TERMS: We acknowledge we are purchasing the above equipment through the above-referenced Discount Contract Buying Program and acknowledge that Landscape Structures is the Vendor; and as such, Purchase Orders and Payments are to be made out to Landscape Structures .	
Signature	Title
Signature Printed	Date

MWSH22RIV1.MZ



October 17, 2022

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

RE: Recommendation – Riverfront Playground

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment is needed, staff will annually review the equipment and discuss why it is needed. The Department has received requests from citizens to add a playground to the park. A playground would allow children a space to play while attending special events in the park. As such, the Parks and Recreation Commission and Staff identified the need to install a playground at Rennick Riverfront Park. This project was approved in the Parks Capital Budget for fiscal year 2022-2023. Staff researched interlocal contracts for cooperative purchases and found the Sourcewell Cooperative Purchasing Program would give the City the best pricing.

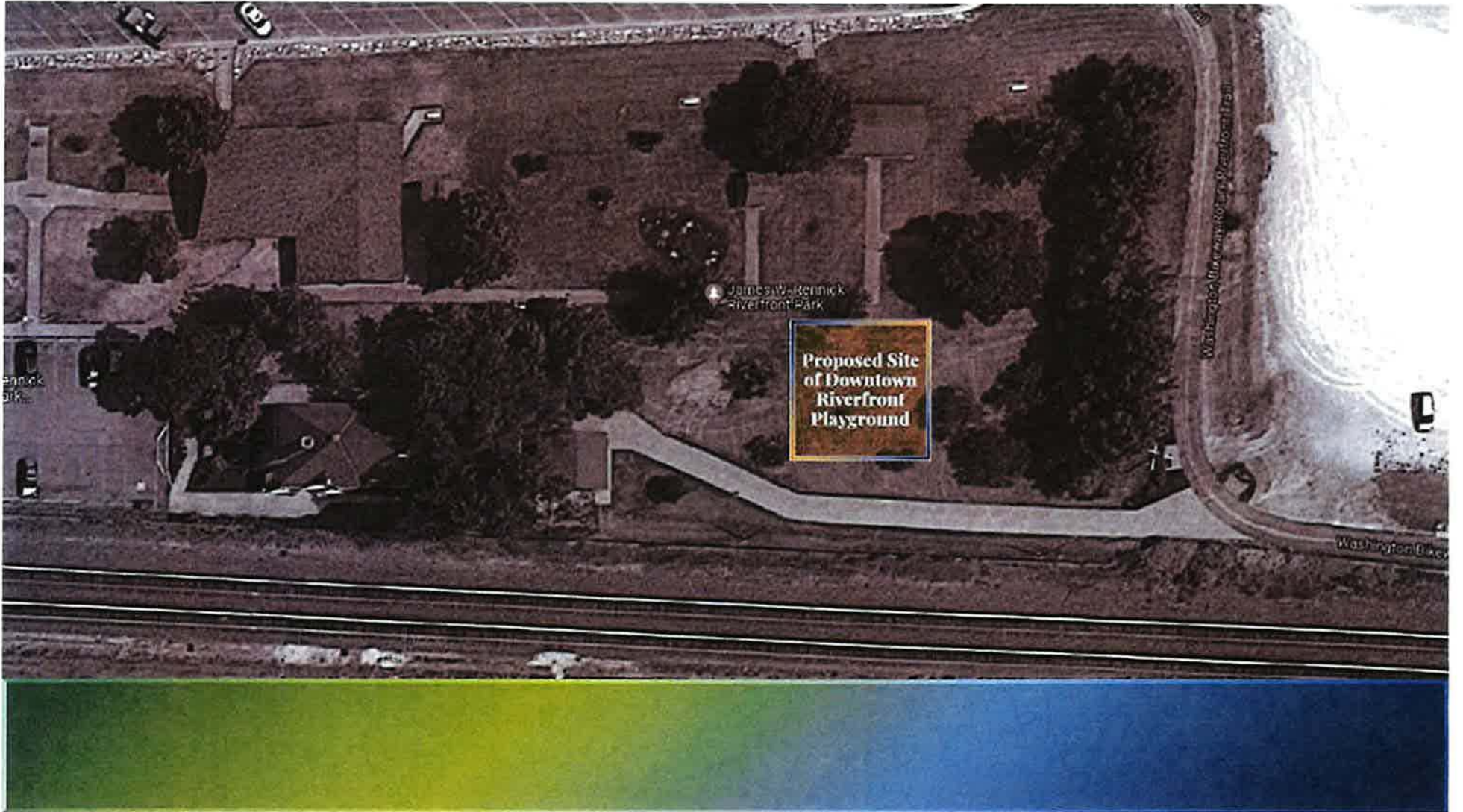
The playground is a collaborative project with Downtown Washington Inc. Tyler King of Downtown Washington Inc. has secured a \$10,000 grant from Union Pacific Railroad in addition to a \$25,000 donation from a private donor for the purchase of the playground. Tyler will be soliciting local civic groups for additional donations to the project. The City will purchase the playground and Downtown Washington Inc. will repay the City over the course of two years.

Accordingly, the Parks and Recreation Commission and Staff recommend that Council accept Landscape Structures' Sales Contract in the amount of \$81,373.00 for the purchase of a train themed playground at Riverfront Park, which is under the budgeted amount of \$88,400.00. The purchase price includes equipment, installation and freight. The remaining budgeted amount will be used for grading, rock and the sidewalk connections. Staff will perform these tasks. The new playground will be located east of the Riverfront restrooms in an open grassy area (see map).

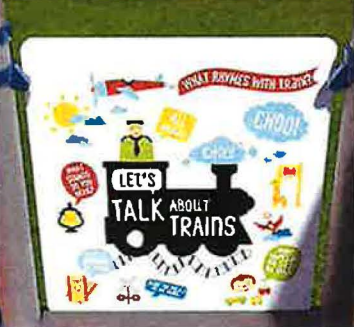
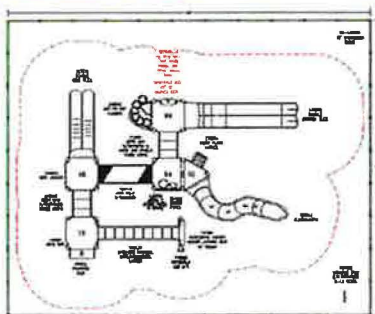
As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the Council Meeting.

Respectfully,

Wayne Dunker, CPRP
Director of Parks & Recreation



Riverfront Park



8' Slide

nuroys landscape structures
PLAYBL.COM
(800) 526-6197

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE SALES CONTRACT FROM JOE MACHENS FORD, COLUMBIA, MISSOURI, FOR A 2023 FORD F550 TRUCK WITH SNOW PLOW AND SPREADER

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 sales contract from Joe Machens Ford, Columbia, Missouri, for a 2023 Ford F550 Truck with Snow Plow and Spreader in an amount totaling One Hundred Eleven Thousand, Seventy-Six Dollars, and Zero Cents (\$111,076.00). A copy of said 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 Joe Machens Ford, 1911 W. Worley, Columbia, Missouri, 65203, herein referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one (1) 2023 Ford F550 Truck with Snow Plow & Spreader as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one (1) 2023 Ford F550 Truck with Snow Plow & Spreader for payment in the total sum of One Hundred Eleven Thousand, Seventy-Six Dollars, and Zero Cents. (\$111,076.00).

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 executes this contract the day and year first written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk

7d



October 11, 2022

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

RE: Recommendation – Use of State Bid for the purchase of a 1 ¼ Ton Truck with Snow Plow & Spreader

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment needs to be purchased, staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. The new 1 ¼ Ton Truck with Snow Plow & Spreader is in the 2022-2023 budget for the amount of \$95,000. This would replace a 2007 model currently in our fleet.

In analyzing our equipment needs, it was determined that the Street Department needed a 1 ¼ Ton Truck with Snow Plow & Spreader which can be used on other projects throughout the year and not just for snow season. As such, the Department decided that a 2023 Ford 550 4x4 with Plow & Spreader would best meet the needs of the Street Department at this time. As such, staff found that the State of Missouri Contract Bid # CC222374005 would give the City the best pricing for this truck, plow & spreader from Joe Machens in Columbia MO for a total price of \$ 111,076.00. The contract amount on the truck is \$61,849 and the 2.4 yd. dump body, plow, spreader, and attachments are \$49,227 for a total amount of \$111,076.00. Even though the State contracted price is \$16,076 higher than budgeted, we have additional funds in the budget to cover that from other purchases that are under budget and funds for the resale of our 2007 truck.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Tony Bonastia".

Tony Bonastia
Street Superintendent
Washington Mo

Concurrence:

A handwritten signature in purple ink, appearing to read "Mary Sprung".

Mary Sprung, Finance Manager

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND CONTROL TECHNOLOGY & SOLUTIONS, LLC AND VEREGY LLC, D/B/A VEREGY

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

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

SECTION 2: 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

**VEREGY
AGREEMENT**

CUSTOMER NAME:
DATE OF SUBMISSION:

City of Washington
September 20, 2022

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Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1

GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated September 20, 2022 (the "Effective Date") by and between Control Technology & Solutions, L.L.C., a Missouri limited liability company, and VEREGY, LLC, all doing business as "VEREGY" and collectively referred to herein as "VEREGY," with a principal place of business at 16647 Chesterfield Grove Road, Suite 200, Chesterfield, MO 63005, and City of Washington, Missouri ("CUSTOMER") with a principal place of business at 405 Jefferson Street, Washington, MO 63090 (collectively the "Parties").

1.2 EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and VEREGY and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by: (1) a written amendment signed by both CUSTOMER and VEREGY; and (2) a Change Order. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by VEREGY to fulfill VEREGY's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than VEREGY.

1.4 The Project is the total construction of which the Work performed by VEREGY under this Agreement may be the whole or a part and which may include construction by the CUSTOMER and by separate contractors.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by VEREGY. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2

VEREGY'S RESPONSIBILITIES

2.1 VEREGY Services

2.1.1 VEREGY shall be responsible for construction of the Project, except as otherwise set forth in the Construction Documents. VEREGY shall not be responsible for any work undertaken by CUSTOMER or CUSTOMER's contractors.

2.1.2 VEREGY will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

2.1.3. VEREGY shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless VEREGY needs to provide such services in order to carry out the VEREGY's responsibilities for construction means, methods, techniques, sequences and procedures.

2.2 Responsibilities with Respect to the Work

2.2.1 VEREGY will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items reasonably necessary for the execution and completion of the Work.

2.2.2 VEREGY shall keep the premises in an orderly fashion and reasonably free from unnecessary accumulation of waste materials or rubbish caused by its operations. If VEREGY damages property not needed for the Work, VEREGY shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, VEREGY shall remove waste material supplied by VEREGY under this Agreement as well as all its tools, construction equipment, machinery and surplus material. Unless otherwise agreed to herein, all surplus materials shall be the property of

CUSTOMER. VEREGY shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, VEREGY shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

2.2.3 VEREGY shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work; provided, however, that VEREGY shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 VEREGY shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that VEREGY shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with VEREGY, including CUSTOMER, CUSTOMER's employees, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of VEREGY for the elimination or abatement of any such health or safety hazards at the site of the work.

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

2.2.6 VEREGY agrees to comply with Missouri Revised Statute section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, VEREGY shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. VEREGY shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. VEREGY shall require each subcontractor to affirmatively state in its contract with VEREGY that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri and shall not henceforth do so. Alternatively, VEREGY shall require each subcontractor to provide VEREGY with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.2.7 Not less than the prevailing hourly rate of wages, as set out in the Wage Order marked Schedule _____ attached to and made a part hereof, for Work under this Agreement, shall be paid to all workers performing work under the Agreement. VEREGY shall forfeit a penalty to CUSTOMER of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under this Agreement by VEREGY or by any subcontractor.

2.3 Patent Indemnity

2.3.1 VEREGY shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by VEREGY, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by VEREGY hereunder; 2. CUSTOMER gives VEREGY immediate notice in writing of any such suit and permits VEREGY, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY's expense, to enable VEREGY to defend such suit.

2.3.2 If such a suit has occurred, or in VEREGY's opinion is likely to occur, VEREGY may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, VEREGY will pay such award. VEREGY shall not, however, be responsible for any settlement made without its written consent.

2.3.4 This article states VEREGY's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by VEREGY hereunder. In no event shall VEREGY be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

2.4.1 VEREGY warrants CUSTOMER good and clear title to all equipment and materials furnished by VEREGY to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. VEREGY hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by VEREGY or with VEREGY's written permission, and provided that after delivery such equipment or materials have not been subjected by non-VEREGY personnel to accident, abuse, neglect, misuse, modifications, improper or insufficient maintenance, improper operation or use in violation of any instructions supplied by VEREGY, in which case this warranty shall be null and void. VEREGY's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at VEREGY's option and at VEREGY's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of VEREGY for any breach of any warranty related to the equipment and materials furnished by VEREGY pursuant to this Agreement.

2.4.2 All Subcontractor's and manufacturer's warranties shall be deemed furnished and assigned to CUSTOMER pursuant to the Contract Documents without further action by VEREGY upon Final Payment by CUSTOMER as required under the Contract Documents.

2.4.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND VEREGY HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN. VEREGY shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

2.4.4 VEREGY's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by VEREGY, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2.5 Hazardous Materials

2.5.1 Except as expressly provided in Schedule A, VEREGY and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include lead paint, fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, VEREGY shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. VEREGY shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section. In the event that the parties agree that VEREGY shall remove or remediate any Hazardous Materials discovered during the course of the Work, VEREGY shall be entitled to a Change Order increasing the Contract Price and Contract Time for said removal and/or remediation.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 CUSTOMER shall provide VEREGY full information necessary and relevant to the evaluation, performance and requirements for the Work. VEREGY shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work, execute and agree to Change Orders and render decisions promptly.

3.3 CUSTOMER shall furnish to VEREGY surveys describing physical characteristics, all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to VEREGY and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and VEREGY shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 Prior to the commencement of the Work and at such future times as VEREGY shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to VEREGY that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, VEREGY is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, VEREGY may stop work upon fifteen (15) days notice to CUSTOMER. The failure of VEREGY to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of VEREGY's right to request or insist that such evidence be provided at a later date.

3.8 CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where VEREGY will perform services and/or perform the Work.

3.9 CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where VEREGY will undertake Work or provide services, it has no actual knowledge that there are: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER

shall immediately notify VEREGY of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by VEREGY or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond VEREGY's reasonable control and VEREGY shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense. When the Hazardous Material has been remediated or removed, Work in the affected area shall resume upon written agreement of CUSTOMER and VEREGY. By Change Order, the Contract Time shall be extended appropriately and the Contract Price shall be increased in the amount of the VEREGY's reasonable additional costs of shut-down, delay and start-up and for any additional work performed by VEREGY.

3.10 To the fullest extent allowed by law and up to the limits of CUSTOMER's insurance, customer shall indemnify and hold VEREGY harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a Hazardous Materials at a site, performance of the Work in the affected area, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides VEREGY advance notice of the existence or occurrence and regardless of when the Hazardous Materials or occurrence is discovered or occurs. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this section shall be construed to require that customer indemnify and hold harmless VEREGY from claims and costs resulting from the negligent use by VEREGY of any Hazardous Materials brought to the site by VEREGY (and CUSTOMER acknowledges that VEREGY may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as Hazardous Materials).

3.11 In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on VEREGY's net income.

ARTICLE 4

SUBCONTRACTS

4.1 With the prior written consent of CUSTOMER, which consent may not be unreasonably withheld by CUSTOMER, VEREGY may subcontract some or all of the Work. VEREGY, as soon as practicable after execution of the Agreement, shall furnish in writing to CUSTOMER the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CUSTOMER will promptly reply to VEREGY in writing stating whether or not CUSTOMER will approve any such proposed person or entity.

4.2 A Subcontractor is a person or entity who has a direct contract with VEREGY to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. VEREGY shall be responsible for the management of its Subcontractors in their performance of their Work. Unless otherwise expressly agreed to, VEREGY shall not be responsible for the management or supervision or the performance of any work by any of CUSTOMER's employees, contractors or subcontractors.

4.4 CUSTOMER shall not hire any of VEREGY's Subcontractors without the prior written approval of VEREGY.

ARTICLE 5

INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.

5.2 If VEREGY is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes,

fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond VEREGY's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse VEREGY for all additional costs resulting therefrom.

5.3 VEREGY shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and VEREGY (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by VEREGY identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by VEREGY, unless CUSTOMER provides VEREGY with a written statement identifying specific material performance deficiencies that it wishes VEREGY to correct. VEREGY will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by VEREGY pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

6.1.1 The price for the Work is One Million One Hundred Seventy Six Thousand Nine Hundred Forty Six Dollars (\$ 1,176,946), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.3 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.6.1.4 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, VEREGY shall be entitled to add such premium or overtime pay to the Contract Price, plus VEREGY's overhead and profit.

6.1.5 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests VEREGY to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus VEREGY's overhead and profit, shall be added to the Contract Price.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net thirty (30) days of invoice date.

6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly. In the event that Customer failed to pay VEREGY any sums due, Customer shall pay VEREGY all attorney's fees incurred by VEREGY in collecting amounts owed to VEREGY under this Agreement. If a progress payment is not paid by the due date, VEREGY reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of VEREGY' costs of shutdown, delay and startup and, in such event, VEREGY will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. VEREGY reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

ARTICLE 7

CHANGES IN THE PROJECT

7.1 A Change Order is a written order signed by CUSTOMER and VEREGY authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

7.2 CUSTOMER may request VEREGY to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if VEREGY submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse VEREGY for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include VEREGY's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If VEREGY wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by VEREGY before proceeding to execute the Work, except in an emergency endangering life or property, in which case VEREGY shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

7.5 Emergencies

In any emergency affecting the safety of persons or property, VEREGY shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by VEREGY on account of emergency work shall be determined as provided in Section 7.4.

7.6 Minor Changes

VEREGY shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

ARTICLE 8

INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 Indemnity

8.1.1 VEREGY agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4 to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability

contained in this article, article 2, or the indemnification contained in section 3.10. Except as otherwise provided herein, VEREGY's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

8.1.2 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and VEREGY and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to VEREGY.

8.2 Contractor's Liability Insurance

8.2.1 VEREGY shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from VEREGY's operations under this Agreement.

8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

8.2.3 VEREGY's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

(a) **Commercial General Liability**

Combined Single Limit

\$ 3,000,000 Each Occurrence

\$ 3,000,000 Product & Completed Operations

Aggregate

\$ 3,000,000 General Aggregate

Other Than Products & Completed Operations

(b) **Commercial Automobile Liability** Combined Single Limit

\$ 3,000,000 Each Occurrence

8.2.4 VEREGY shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.2.5 VEREGY shall provide Certificate(s) of Insurance to CUSTOMER before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. CUSTOMER will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage and shall name the CUSTOMER as an additional insured.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to VEREGY for the length of time to complete the Project. This insurance shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, and damage resulting from defective design, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles.

8.4.1.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and VEREGY and to which the insurance company or companies providing the property insurance have consented by endorsement to the

policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of VEREGY and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to VEREGY before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. VEREGY will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and made payable to CUSTOMER , subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest.

8.6 Waiver of Subrogation

8.6.1 VEREGY waives all rights against CUSTOMERs, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 VEREGY waives all rights against CUSTOMER, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

8.7 Limitation of Liability

8.7.1 In no event shall VEREGY be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against VEREGY for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If VEREGY defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to VEREGY. If VEREGY, following receipt of such written notice, neglects to cure or correct the identified deficiencies within fifteen (15) business days, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be retained by CUSTOMER until the conclusion of the Project at which time any contract funds that exceed the cost to complete the Work shall be released to VEREGY. However, if the expense to complete the Work incurred by the City exceeds the unpaid balance, VEREGY shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, VEREGY may give written notice to CUSTOMER of VEREGY's intention to terminate this Agreement. If, within fifteen (15) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise

fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead and profit.

ARTICLE 10

ASSIGNMENT

10.1 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that VEREGY may assign to another party the right to receive payments due under this Agreement. VEREGY may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by VEREGY that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

11.3 If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by VEREGY hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from VEREGY or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to VEREGY, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To VEREGY:
VEREGY
Attention: Al Willis, Vice President
16647 Chesterfield Grove Road, Suite 200
St. Louis, MO 63005

To CUSTOMER: City of Washington
Attention: Darren Lamb
405 Jefferson Street, Washington, MO 63090

11.6 Waiver. VEREGY's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 Performance/Payment Bond. VEREGY shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

11.8 This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

11.9 Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.10 Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

11.11 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

11.12 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of the CUSTOMER.

The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

ARTICLE 12

ALLOCATION OF SECTION 179D DEDUCTION TO DESIGNER

12.1 CUSTOMER acknowledges and represents that the project site where VEREGY's Work is to be performed and all building and improvements located on the same are "government-owned buildings" as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to VEREGY any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that VEREGY is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER's Facilities, as described herein. CUSTOMER agrees to complete and execute the "Form for Allocation of Section 179D Deduction", which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by VEREGY to ensure that VEREGY receives the Section 179D deduction.

ARTICLE 13

SUBSEQUENT PHASES OF WORK

13.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both parties in writing. The parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

APPROVALS:

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

Veregy

City of Washington, MO

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

ATTACHMENT A
SCOPE OF WORK

HVAC Upgrades

Mechanical Demolition

- Complete demolition of all mechanical equipment, ductwork, piping, & control wiring no longer required to remain in service because of the implementation of the new work.
- Piping, wiring & ductwork that is no longer required but otherwise not necessary to remove may be abandoned in place.

Electrical Demolition

- Make safe the electrical power for any mechanical equipment that is indicated to be removed as a part of this scope of work.
- Make safe all of the existing fan coil unit circuits for demolition.
- Make safe the existing circuits for the outdoor condensing units, remove all wiring and conduit outside back to the outside wall to eliminate any electrical running across the concrete pad area that is no longer in use.
- Electrical no longer required or otherwise not necessary to remove may be abandoned in place.
- Removal and onsite storage of lighting in the ceiling as needed to allow for the installation of the new HVAC system.

General Trades Demolition

- Provide removal and onsite storage of the metal ceiling system, acoustical ceiling panels and grid/support structure as required for the installation of the HVAC equipment.
- Open (2) existing shafts as needed for new work.

Mechanical & Building Automation System Installation

- Furnish and install one multizone and two single zone variable air volume systems to handle the heating and cooling & ventilation load of the facility to include pipefitting, sheet metal, condensate drains, test and balance, and building automation system as a turnkey mechanical installation.
- VAV system shall include hot water reheat provided by (1) 94+% condensing gas boiler, (1) Premium 18 IEER VAV RTU with integral service disconnect & GFCI service outlet, and 17 new terminal units with hot water coils in each existing zone.
- Connect to existing supply air ductwork & GRD's (grilles, registers & diffusers) downstream of the existing fan coil units, new ductwork upstream of the new fan terminal units, and new plenum return grilles.
- New insulated hot water piping system, new gas piping from meter outside of mech room to boiler. Veregy will arrange the meter installation with Spire.
- Furnish and install all requirements per MO-CSD 1 Certification and Reporting (boiler control and safety devices code), including administration of permit and insurance regulation requirements.
- New Veregy Automation Composer system shall include control and monitoring of the new HVAC system and the existing neutral air system.
- New Veregy Orchestrate operating system that links each buildings systems into one platform for convenience and simplified training/onboarding of facilities staff.

- 1 year warranty/service/remote support
- Design/programming/commissioning/graphics labor
- BAS Workstation
 - Desktop computer
 - BAS software package w/browser interface
 - Graphics software package
 - 5 year maintenance package
 - Tosi Box for remote access/support

Electrical Installation

- Furnish and install a suitable electrical circuit that includes any code requirements such as service outlets and disconnects to new HVAC equipment. New Circuits to three (3) roof top units, one (1) Boiler, two (2) Pumps & seventeen (17) new VAV Terminal Units. The RTU will be furnished with an integral service disconnect & GFCI receptacle from the factory.
- Furnish and install an emergency stop switch at the mechanical room exit door and a toggle switch with a locking cover at the boiler per MO-CSD 1 requirements.
- Replace lighting fixtures that were removed for the HVAC demolition and installation.

General Trades Installation

- Remove and Restore all ceilings and shafts to original condition for the HVAC demolition and installation.
- Install structural steel beneath the new RTU curb per engineered structural drawings.
- All penetrations will be sealed, and fire proofed per code.

Roofing Installation

- Furnish and install all roofing required to flash in the new RTU curbs, and piping penetrations.

Library Center Atrium Air Sealing and Insulation

- Furnish and install 120 linear ft, 36" wide, 3" thick closed cell insulation to air seal and insulate the gap at the top of the center atrium of the library.

Engineering

- Furnish sealed, engineered drawings and as built drawings upon completion for mechanical, electrical and structural upgrades.
- Pursue all available rebates and incentives, provide engineering and energy calculations required for the completion of all rebate applications.

Additional Options

Roof Hatch Option

- Furnish and install one new 36"x30" roof hatch and permanent ladder in the storage room (accessible from outside on the upper level).

- Includes engineering, structural reinforcement work, roofing work and carpentry work to for a turnkey installation.

Police Department BAS Improvements

- Furnish and install a new turnkey Veregy Automation Composer system.
- Includes all new sensors, damper actuators, controllers, wiring, parts and labor to automate, schedule, adjust and monitor the operation of the boilers, cooling tower, pumps and dedicated outdoor air system.
- Accessible from the Veregy Orchestrate platform, one page with links to all buildings.
- Includes all engineering, programming and commissioning.

**ATTACHMENT B
INSTALLATION SCHEDULE**

VEREGY plans to install the project over the Winter of 2022 and Spring of 2023, with an anticipated completion by 04/2023 and project closeout at the end of 05/2023. The VEREGY project manager will submit a detailed schedule to be reviewed on a weekly basis with the City of Washington

Preliminary schedule is as follows and will be finalized with Washington Staff and VEREGY Project Manager
Contract Approval – 10/17

Finalize Subcontracts and Order Equipment – 10/17/22-10/30/22

Construction	40 days	Fri 2/17/23	Thu 4/13/23	
Demo Old HVAC	20 days	Fri 2/17/23	Thu 3/16/23	
2nd Floor	15 days	Fri 2/17/23	Thu 3/9/23	
Ceilings	10 days	Fri 2/17/23	Thu 3/2/23	6SS+140 days
Existing FCU's	5 days	Fri 3/3/23	Thu 3/9/23	14
Safe Off Electrical	5 days	Fri 3/3/23	Thu 3/9/23	14
First Floor	10 days	Fri 3/3/23	Thu 3/16/23	
Ceilings	10 days	Fri 3/3/23	Thu 3/16/23	14
Existing FCU's	5 days	Fri 3/10/23	Thu 3/16/23	15
Safe Off Electrical	5 days	Fri 3/10/23	Thu 3/16/23	16
Outside	5 days	Wed 3/8/23	Tue 3/14/23	
Condensing Unit's	5 days	Wed 3/8/23	Tue 3/14/23	15FS-2 days
Safe Off Electrical	3 days	Thu 3/9/23	Mon 3/13/23	22SS+1 day
Install New HVAC	25 days	Fri 3/10/23	Thu 4/13/23	
2nd Floor	23 days	Fri 3/10/23	Tue 4/11/23	
ATU's	6 days	Fri 3/10/23	Fri 3/17/23	13
Supply Ductwork	15 days	Fri 3/10/23	Thu 3/30/23	13
HW Piping	15 days	Fri 3/10/23	Thu 3/30/23	13
Insulation	5 days	Fri 3/31/23	Thu 4/6/23	28
Rework Electrical	5 days	Mon	Fri 3/24/23	26
Connections		3/20/23		
Open Shaft's	1 day	Fri 3/10/23	Fri 3/10/23	13
Close Shaft's	2 days	Fri 3/31/23	Mon 4/3/23	27
Control Wiring	3 days	Mon 3/20/23	Wed 3/22/23	26
Install Ceiling Tile	3 days	Fri 4/7/23	Tue 4/11/23	29
1st Floor	20 days	Fri 3/17/23	Thu 4/13/23	
ATU's	6 days	Fri 3/17/23	Fri 3/24/23	17
Supply Ductwork	15 days	Fri 3/17/23	Thu 4/6/23	17
HW Piping	15 days	Fri 3/17/23	Thu 4/6/23	17
Insulation	5 days	Fri 4/7/23	Thu 4/13/23	38
Rework Electrical	5 days	Mon	Fri 3/31/23	36
Connections		3/27/23		
Control Wiring	3 days	Mon 3/27/23	Wed 3/29/23	36
Utility Tie In	3 days	Fri 4/7/23	Tue 4/11/23	38
Install Ceiling Tile	3 days	Fri 4/7/23	Tue 4/11/23	38
Roof	16 days	Fri 3/10/23	Fri 3/31/23	
Cut-In Curb	1 day	Fri 3/10/23	Fri 3/10/23	13
Structural Reinforcement	2 days	Fri 3/10/23	Mon 3/13/23	13
Flashing/Patching	1 day	Mon 3/13/23	Mon 3/13/23	45
Electrical Circuit	5 days	Mon 3/27/23	Fri 3/31/23	40SS
Control Wiring	3 days	Fri 3/17/23	Tue 3/21/23	14,18
Set RTU	1 day	Fri 3/17/23	Fri 3/17/23	7
Closeout	18 days	Fri 4/14/23	Tue 5/9/23	
Testing and Balancing	3 days	Fri 4/14/23	Tue 4/18/23	24
Substantial Completion	0 days	Tue 4/18/23	Tue 4/18/23	52
Punch List	5 days	Wed 4/19/23	Tue 4/25/23	53
Final Acceptance	0 days	Tue 4/25/23	Tue 4/25/23	54
O&M Documents	10 days	Wed 4/26/23	Tue 5/9/23	55

ATTACHMENT C
PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

Construction of the Project

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

ATTACHMENT D
ENERGY GUARANTEE

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Baseline Period" is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

"Baseline Usage or Demand" the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Energy and Operational Cost avoidance Guarantee Practices" are those practices identified in Attachment E, intended to achieve avoided costs in energy and/or operating expenses.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"ECM" the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.

"F.E.M.P." shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines is based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

"Final Project Acceptance" refers to the CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

"I.P.M.V.P." International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

"**Operational Costs**" shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"**Option A**" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems *continue, during the term of the contract*, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

"**Option B**" is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.

"**Option C**" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

"**Option D**" is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings for the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

"**Retrofit**" is the work provided by VEREGY as defined by the "ECMs".

"**Savings**" is defined as avoided, defrayed, or reallocated costs.

"**Term**" shall have the meaning as defined in Section 2 hereof.

"**Total Guarantee Year Savings**" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Retrofit provided by VEREGY as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.

2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings. VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment E. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Notwithstanding any other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment E (Schedule of Savings), and shall be deemed realized upon the date of final Project Acceptance.

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of VEREGY's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Years(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by CUSTOMER that result from activities undertaken by VEREGY prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures provided by VEREGY, will be applied toward the Guaranteed Savings for the First Guarantee Year.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.

3.1.4 Excess Savings. In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be billed to CUSTOMER (up to any amounts previously paid by VEREGY for a Guaranteed Savings shortfall pursuant to Section 3.1.5), which amount shall be payable within thirty (30) days after the amount of such Total Guarantee Year Savings has been determined and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. VEREGY shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be VEREGY's sole liability for any short fall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. VEREGY will provide CUSTOMER with a guarantee savings reconciliation report after the first Guarantee Year. CUSTOMER will assist VEREGY in generating the savings reconciliation report by providing VEREGY with copies of all bills pertaining to Energy Costs within two (2) weeks following the CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist VEREGY by permitting access to any maintenance records, drawings, or other data deemed necessary by VEREGY to generate the said report. Data and calculations utilized by VEREGY in the preparation of its guarantee cost savings reconciliation report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

3.2.1 Acceptance of Guarantee Reconciliation. At the end of the first Guarantee Year the CUSTOMER will have forty-five (45) days to review the guarantee savings reconciliation report and provide written notice to VEREGY of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guarantee savings reconciliation report will deem it accepted by CUSTOMER. If the annual guarantee savings have been met after the first year, the guarantee will be deemed realized for the entire guarantee term.

3.2.2 Guarantee Savings Reconciliation. Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment E and/or additional methodologies defined by VEREGY that may be negotiated with CUSTOMER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C.

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate as defined in Attachment E, to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges

that are reduced as a result of the VEREGY involvement. A Baseline Period will be specified (Section 1 of Attachment E) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation measure, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption
4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 Operational Cost Avoidance. The agreed-upon Operational Cost Avoidance as described in Attachment E (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.

3.4 Base Year Adjustments. Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

3.4.1 Facility Operational Changes. Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of VEREGY: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

3.4.2 Hours and Practices. To achieve these energy savings, VEREGY and CUSTOMER agree upon the operating practices listed in Attachment E.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify VEREGY of any activities known to CUSTOMER which adversely impact: VEREGY's ability to realize the Guaranteed Savings and VEREGY shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond VEREGY's reasonable control.

3.5 Guarantee Adjustment. VEREGY's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and agreement by VEREGY; (3) CUSTOMER sending all current utility bills to VEREGY within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months VEREGY may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) VEREGY's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, VEREGY may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless VEREGY has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

ATTACHMENT E
SCHEDULE OF SAVINGS

1. Schedule of Savings

The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$1,510,864 as defined in the following:

- Annual Operational Cost Savings are not less than \$93,638 on year 1 with a 3% annual escalation as listed in 1.2
- Annual Energy Savings are not less than \$2,266 on year 1 with a 4% annual escalation as listed in 1.1.

or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is greater. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

The Term of this contract is for 15 years from the date of Final Project Acceptance

The Baseline Period is defined as September 2019 to August 2020.

VEREGY and the customer agree that the energy savings for each will be based on a 4% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of not less than 4% or the actual utility rate in the current year whichever is higher.

1.1 Energy Savings. The annual guarantee of energy cost avoidance is the sum of the below listed ECMs. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

ECM Description- ECM #1 HVAC Upgrades

1.2 Operational Cost Savings. The annual guarantee of operational cost avoidance strategies are listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified below are deemed satisfied upon contract execution.

Operational Savings Description- Maintenance, repair and cost avoidance of HVAC Systems

1.3 Energy and Operational Cost Avoidance Guarantee Practices:

1.3.1 BASELINE Operating Parameters: are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The date summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. VEREGY and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement.

Baseline Operating Parameters: Currently the spaces are served by non-programmed thermostats, using an average parameter of 72*.

1.1.1 1.3.2 PROPOSED Operating Parameters of the facility(s) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. VEREGY and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement. **Occupied:** Heat settings 70* +/- 3*, Cool settings 75* +/- 3*. CO2 ventilation level: Max vent at 1000ppm, Min Vent at 600 ppm or less. **Unoccupied:** Heat settings 64* +/- 3*, Cool settings 82* +/- 3*. Fan set to auto and ventilation off.

1.3.3 Operational Cost Avoidance. The following methodologies and/or calculations were used in determining the Operational Costs and/or avoided costs due to the Retrofit implementation. This section is to document standard formulas and/or a brief explanation of how the Operational Cost Savings is supposed to be generated.

Based on replacement costs of existing systems as well as maintenance expenditures on existing systems, costs were calculated using the Whitestone Facility and Maintenance Repair database which uses median costs for similar equipment and facilities.

1.4.1 Measurement and Verification Methodology(s)

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Utility Savings Verification Method
ECM #1 HVAC Upgrades	Option A	Option A	N/A

1.4.2 Energy Cost Avoidance: The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the VEREGY involvement.

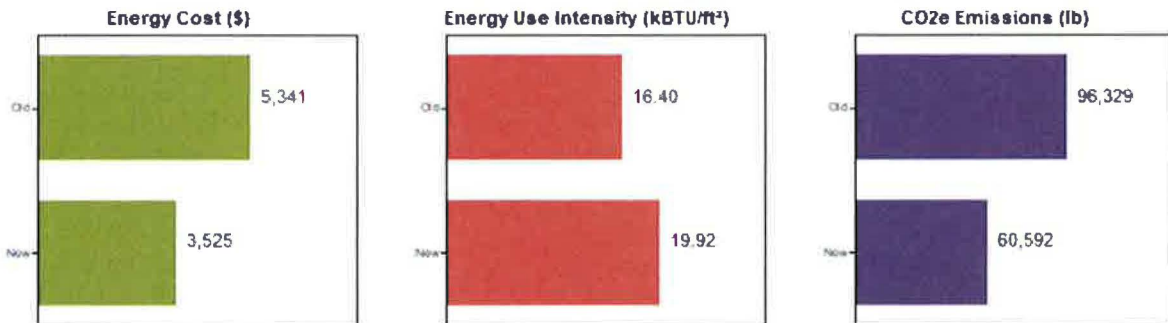
1.4.3 Constants: The following constants and/or stipulated values are agreed to be reasonable and may be used in the calculation of the energy cost avoidance.

Energy Cost Comparison	
Project: City of Washington Library Prepared By: Veregy	09/07/2022 03:10PM

1. Summary

Criteria	Best Alternative	Value
Lowest Energy Cost	New - VAV Option HW Reheat	\$3,525
Lowest Energy Use Intensity	Old - Existing VRF W/NAU	16.40 kBTU/ft ²
Lowest CO2e Emissions	New - VAV Option HW Reheat	60,592 lb

Note: Results in this report include only HVAC energy use and costs. Non-HVAC energy use and costs are not included.



2. Annual Cost and Energy Use

	Old - Existing VRF W/NAU	New - VAV Option HW Reheat	Savings	Percent Savings
Annual Energy Cost (\$)	5,341	3,525	1,816	34 %
Annual Energy Use - Electric (kWh)	57,682	24,940	32,742	57 %
Annual Energy Use - Natural Gas (MCF)	0	154	-154	0 %
Annual Energy Use - Fuel Oil (na)	0	0	0	0 %
Annual Energy Use - Propane (na)	0	0	0	0 %
Annual Energy Use - Remote Steam (na)	0	0	0	0 %
Total Site Energy Use (kBTU)	196,811	239,099	-42,288	-21 %
Energy Use Intensity (kBTU/ft ²)	16.40	19.92	-3.52	-21 %
CO2e Emissions (lb)	96,329	60,592	35,737	37 %
Notes	n/a	n/a		

ATTACHMENT F
FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: VEREGY

Reference is made to the above listed Agreement between the undersigned and VEREGY and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

**ATTACHMENT G
FORM ALLOCATION OF SECTION 179D DEDUCTION**

ADDRESS OF GOVERNMENT-OWNED BUILDING: Project Name: _____ Project Street: _____ Project City, State & Zip Code: _____	
AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING: Owner Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION: Designer Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
PROJECT COST: _____	
DATE PROJECT PLACED IN SERVICE: _____	
AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER: Building Envelope: _____ Lighting System: _____ HVAC System: _____ TOTAL: _____	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

AUTHORIZED REPRESENTATIVE OF
OWNER OF GOVERNMENT-OWNED BUILDING:

AUTHORIZED REPRESENTATIVE OF
DESIGNER:

By: _____
Dated: _____

By: _____
Dated: _____



October 12, 2022

Honorable Mayor and City Council
City of Washington MO

Re: Contract to replace HVAC system at the Washington Library

Honorable Mayor and Council,

Due to increasing maintenance costs of the existing hvac system at the Washington Library, staff advertised a request for qualifications for design of a new system. On April 1st of 2022, the City received two sets of qualifications. A committee formed to review the qualifications and selected Veregy to move forward with a contract. This was submitted to the Council on October 3rd at the workshop to review the proposed scope of work and was voted to move to Council to enter into a contract with Veregy.

Attached is the proposed ordinance and contract, in the amount of \$1,176,946 for your consideration.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SHOW ME ZERO PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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 Show Me Grant Program Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission, 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

July 1 - June 1

Exhibit A

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 01/22 (GH)
Modified:

Award name/number: BPCSL4KZ
Award year: SFY23

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SHOW ME ZERO PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of Washington a municipal corporation in the State of Missouri (hereinafter, "City");
OR

County of _____ (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

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

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Show Me Zero activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Show Me Zero Program: Equipment expenses associated with HMV, Speeding, Impaired driving enforcement activities.

(3) INDEMNIFICATION (Option 1):

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(10) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Show Me Zero activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are not reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than forty-one thousand seven hundred sixty-two dollars (**\$41,762**) for this Show Me Zero safety project.

(12) USE OF FUNDS: Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City
WASHINGTON POLICE DEPT

By _____

Title: District Engineer

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.

Certificate Of Completion

Envelope Id: A1FB40033A384BB990F9984FE95A02D7
Subject: Please DocuSign: Coalition for Roadway Safety funding agreement
Source Envelope:
Document Pages: 5 Signatures: 0
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Eddie Watkins
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
Eddie.Watkins@modot.mo.gov
IP Address: 168.166.80.221

Record Tracking

Status: Original
7/26/2022 12:42:32 PM
Holder: Eddie Watkins
Eddie.Watkins@modot.mo.gov

Location: DocuSign

Signer Events

Sgt Mike Grissom
mgrissom@washmo.gov
Security Level: Email, Account Authentication
(Optional), Access Code
Electronic Record and Signature Disclosure:
Accepted: 7/27/2022 7:44:11 AM
ID: 3bbaf807-8981-4ce2-a9c7-8d48126fe306

Signature

Timestamp

Sent: 7/26/2022 12:51:08 PM
Viewed: 7/27/2022 7:44:11 AM

Chief Jim Armstrong
jarmstrong@washmo.gov
Security Level: Email, Account Authentication
(Optional), Access Code
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Doug Hagedorn
dhagedorn@washmo.gov
Security Level: Email, Account Authentication
(Optional), Access Code
Electronic Record and Signature Disclosure:
Accepted: 5/25/2022 12:20:59 PM
ID: 1e468ca6-420f-4330-b416-474840874e34

Thomas K. Blair
Thomas.Blair@modot.mo.gov
Security Level: Email, Account Authentication
(Optional)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events

Status

Timestamp

Eddie Watkins

eddie.watkins@modot.mo.gov

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/26/2022 12:51:08 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.

2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.

3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.



CSI Mapping

A Division of McKinzie & Associates LLC

**16012 Metcalf Suite 300
Overland Park, KS 66085**

Quote

Date	Quote #
6/21/2022	3751

For:

Washington Police Department
Sgt. M. Grissom
301 Jefferson Street
Washington, MO 63090
USA

If you have questions please contact us:
1-800-810-9178
info@csimapping.com
www.csimapping.com

Terms	Rep	FOB	Tax ID	Ship Via
Net 30	SB	Canada/US	32-0012452	TBD

Qty	Item	Description	List Price	Cost	Total
1.00	1044653-01	Sokkia iX 1205 Total Station Optical Plummet, Bluetooth, RC Handle, Compass, Rain Cover	25400.00	22,860.00	22,860.00
1.00	1025070-01	KIT, GCX3 FUSION SEARCH OAF-U GCX3, FUSION TO NET RTK, GGD 10HZ	9890.00	8,900.00	8,900.00
1.00	1035025-01	SHC6000 Geo Cell Extended Range Bluetooth 8GB RAM 256GB Storage +500 meter range.	4090.00	3,680.00	3,680.00
1.00	1015317-01-S...	SHC5000 RAM Clip Mount Kit	242.00	235.00	235.00
1.00	808016	GRX1/2 Rover Pole, Carbon Fiber 2 meter, 2 section	273.00	250.00	250.00
1.00	210150005-S...	ATP1 360° Prism with protective prism cover and end cap	1720.00	1,550.00	1,550.00
1.00	1013452-01-S...	Cable, DOC210E to USB	126.00	122.00	122.00
1.00	90550	Tri-Max Standard Quick Clamp Tripod	477.31	445.00	445.00
1.00	952160	Evidence Recorder Upgrade and add GPS Module: Includes one year of technical support and updates.	1135.00	1,135.00	1,135.00
1.00	5005167	Map 360 Standard Upgrade to current version: Includes one year of technical support and updates.	810.00	810.00	810.00
3.00	CLASSES	Travel to a scheduled class for 40 hours over 5 days of Forensic Mapping Training.	3585.00	1,195.00	3,585.00
1.00	CLASSES	Travel to a scheduled class for 40 hours over 5 days of Forensic Mapping Training. No Charge *CSI Mapping provides free 24/7 technical support when a forensic mapping system and training are purchased together. \$2000 Value Sim Card and RTK Network required and not included. Shipping is not included. Out-of-state sale, exempt from sales tax	1195.00	0.00	0.00
				0.00%	0.00

Valid for 90 days

Total USD 43,572.00

NON-DISCLOSURE STATEMENT: The information contained in this quote is confidential and is being supplied for that sole purpose. This quote may not be disclosed in whole or part to any other source than for the individual or entity named above.



CSI Mapping

A Division of McKinzie & Associates LLC

**16012 Metcalf Suite 300
Overland Park, KS 66085**

Quote

Date	Quote #
3/3/2022	3727

For:

Washington Police Department
Sgt. M. Grissom
301 Jefferson Street
Washington, MO 63090
USA

If you have questions please contact us:
1-800-810-9178
info@csimapping.com
www.csimapping.com

Terms	Rep	FOB	Tax ID	Ship Via
Net 30	SB	Canada/US	32-0012452	TBD

Qty	Item	Description	Total
1.00	1044653-01	Sokkia iX 1205 Total Station	21,700.00
1.00	1025070-01	Optical Plummet, Bluetooth, RC Handle, Compass, Rain Cover KIT, GCX3 FUSION SEARCH OAF-U GCX3 to NET RTK, GGD 10HZ	8,450.00
1.00	1035025-01	SHC6000 Geo Cell Extended Range Bluetooth 8GB RAM 256GB Storage +500 meter range.	3,495.00
1.00	1015317-01-SURSK	SHC5000 RAM Clip Mount Kit	235.00
1.00	808016	GRX1/2 Rover Pole, Carbon Fiber 2 meter, 2 section	250.00
1.00	210150005-SURSK	ATP1 360° Prism with protective prism cover and end cap	1,535.00
1.00	1013452-01-SURSK	Cable, DOC210E to USB	122.00
1.00	90550	Tri-Max Standard Quick Clamp Tripod	445.00
1.00	952160	Evidence Recorder Upgrade and add GPS Module: Includes one year of technical support and updates	1,135.00
1.00	5005167	Map 360 Standard Upgrade to current version: Includes one year of technical support and updates	810.00
3.00	CLASSES	Travel to a scheduled class for 40 hours over 5 days of Forensic Mapping Training. *CSI Mapping provides free 24/7 technical support when a forensic mapping system and training are purchased together. \$2000 Value *This system requires a compatible sim card and data account. This system requires connection to a GPS RTK Network. For information about MoDoT https://gpsweb3.modot.mo.gov/ For information about HPRTK (alternative to MoDoT) https://hprtk.net/ Shipping not included Out-of-state sale, exempt from sales tax	3,585.00
			0.00

This quote is valid for 90 days.

Total USD 41,762.00

NON-DISCLOSURE STATEMENT: The information contained in this quote is confidential and is being supplied for that sole purpose. This quote may not be disclosed in whole or part to any other source than for the individual or entity named above.



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Police Dispatch: 636 390-1050
Direct Line: 636 390-1207
Fax: 636 390-2455

October 12, 2022

Mayor Doug Hagedorn
City Council Members

RE: Show Me Zero Grant Program Agreement

Honorable Mayor and City Council,

At the August 22nd Council Meeting you approved my recommendation to move forward with the Show Me Zero Grant opportunity. The goal of obtaining the grant funding was to replace our aging mapping equipment and software for accident reconstruction and crime scene mapping. As you recall, this grant opportunity will provide funding for \$41,762 in equipment and training. This is a 100% funded grant agreement. However, the city is responsible for a \$1780 cost difference due to equipment price increase since the beginning of the grant application process. This amount has been submitted and approved for the 2022-23 budget.

I respectfully request your approval to enter into agreement with the Missouri Highways and Transportation Commission to execute participation in the Show Me Zero Grant.

A handwritten signature in black ink that reads "Chief Jim Armstrong".

Jim Armstrong, Chief of Police

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE
RIGHT-OF-WAY DEDICATION OF RABBIT TRAIL DRIVE
INCLUDING PERMANENT UTILITY EASEMENTS/STORM
DRAINAGE EASEMENTS

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

SECTION 1: The Final Plat of the Right-of-Way Dedication of Rabbit Trail
Drive together with Permanent Utility Easements/Storm Drainage Easements is hereby
approved as shown on Exhibit A attached hereto and incorporated herein by reference.

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 CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND NORTHERN STAR HOMES FOR THE 2022 RABBIT TRAIL PROJECT AND AMEND THE 2022/2023 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to execute a contract agreement by and between the City of Washington, Missouri and Northern Star Homes. A copy of the agreement is attached and is marked as "Exhibit A".

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

SECTION 3: This ordinance shall amend the 2022/2023 Budget as follows: Transportation Sales Tax Fund 261 -- Increase of \$70,000.00 for Rabbit Trail Connection – Road Portion - Construction Services (261-18-000-541101 Street Improvement).

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

“Exhibit A”

**CONTRACT AGREEMENT
2022 RABBIT TRAIL DRIVE PROJECT**

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

WITNESSETH:

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

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

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

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

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

Th

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

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

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

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

provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

ARTICLE V: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of SIXT HUNDRED SIXTH THREE THOUSAND DOLLARS (\$663,000.00) for all work covered in the Base Proposal Bid.

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

NORTHERN STAR HOMES.

CITY OF WASHINGTON
COUNTY OF FRANKLIN
STATE OF MISSOURI

Contractor

Mayor



October 10, 2022

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

RE: 2022 Rabbit Trail Drive Project
Construction Bids and Contract Approval

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Working with private property owners at the south end of Rabbit Trail, the City was able to secure a development agreement and bid a street connection to Bieker Road. This will provide additional street connectivity for emergency services and is step one in providing improvements to the Rabbit Trail / Highway 100 intersection. Additional steps to positively affect traffic patterns are in the works and will be presented at a future date.

This will construct Rabbit Trail Drive from the current dead end to Bieker Road. It also adds a sidewalk on the west side that will be connected to the proposed east/west connection to Phoenix Center later this budget year.

Bid information:

The bids received are as follows:	K.J. Unnerstall Construction:	\$688,186.50
	Lamke Trenching & Excavating, LLC:	\$1,015,752.10
	Northern Star Homes:	\$663,000.00
	S&A Equipment and Builders:	\$1,135,607.57
	<i>Engineering Estimate:</i>	<i>\$600,000.00*</i>

**The estimate was completed based on typical construction timelines and schedules. The project, as let, has a Phase 1 schedule that is aggressive to ensure it gets completed before winter. We believe this added additional cost to the bid.*

Cost and Schedule of the project:

The project will cost \$663,000.00 and has a completion date:

1. Phase 1: November 11, 2022
2. Phase 2 June 1, 2023

Th

Budget Information:

The project will be paid for out of two budgeted funding sources: Transportation Sales Tax and Stormwater fund.

The current Transportation Sales Tax budget for this fiscal year has \$500,000 for the roadway portion. **Approving this contract would require a \$70,000 Budget Amendment to this fund.**

The current Stormwater Fund budget for this fiscal year has \$100,000 for the creek crossing portion.

Staff is recommending accepting the bid from North Star Homes for a contract amount of \$663,000.

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

Respectfully,



John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE I SPEED LIMITS, TABLE I-A SPEED LIMITS-GENERALLY, 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 I Speed Limits, Table I-A Speed Limits-Generally of the Code of the City of Washington, Missouri is hereby amended as follows:

Schedule I Speed Limits, Table I-A Speed Limits-Generally

Speed Limits	Location	Add	Delete
20 m.p.h.	Cedar Street between Fourth Street to Main Street	✓	
20 m.p.h.	Third Street between Elm Street and Stafford Street	✓	
20 m.p.h.	Third Street between Stafford Street and Cedar 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 SCHEDULE I SPEED LIMITS, TABLE I-B SPEED LIMITS IN SAFETY OR SCHOOL ZONES, 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 I Speed Limits, Table I-B Speed Limits In Safety Or School

Zones of the Code of the City of Washington, Missouri is hereby amended as follows:

Schedule I Speed Limits, Table I-B Speed Limits In Safety Or School Zones

Speed Limits	Location	Add	Delete
20 m.p.h.	Southbend Drive between Fifth Street and Commodore Drive except that portion of the street which lies within the school zone		✓

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



October 10, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-1006-Preliminary Plat-The Creek at Koch Farm

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday October 10, 2022 the above mentioned preliminary plat was approved with a unanimous 9-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 10, 2022

Re: File # 22-1006– Preliminary Plat – The Creek at Koch Farm

Synopsis: The applicant is requesting approval of The Creek at Koch Farm Plat 1 – a 32 lot subdivision

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-1D
South	Farm Land	N/A
East	Single Family/ Vacant	N/A
West	Single Family	R-1D

Analysis:

The applicant has submitted a preliminary plat on newly annexed 14 acres that was previously the Koch Farm. The plat consists of 32 single-family lots, the extension of Rabbit Trail to Bieker Road. and 3 proposed streets.

The plat proposes a main street of Rabbit Trail that will be extended to Bieker Road. It also shows a proposed connection with the stub of Koch Lane from the Meadows at Koch Farms Plat. This extension of Bieker Road and connection of Koch Lane is in accordance with our Comprehensive Plan and allows for needed street connectivity and emergency access.

Per a previous development agreement, the City is constructing the Rabbit Trail portion under the condition that no driveways access it. The proposed plat shows an eye-brow and three new streets that will allow all 32 lots to have access away from Rabbit Trail. Peyton’s Place Ave and Crewe Court are proposed to be 30 ft. wide streets with parking on one side while Ellerslie Way will be 35 ft. wide with parking on both sides.

The plat meets all easement, lot size and access requirements set forth in the City Code. The property is zoned R-1D Single Family Residential allowing for lots down to 7,500 sq. ft. There are no stormwater detention easements shown, however, the applicant has stated that they over-retained in the Overlook at Weber Farms to the north to allow for this development. Stormwater calculations will need to be submitted proving that prior to a final plat being approved. If they end up needing to place stormwater on site, a revised plat will have to be approved by Planning and Zoning.

Recommendation:

Staff recommends approval of preliminary plat for The Creek at Koch Farms Plat 1 under the following conditions:

1. Stormwater calculations allowing the now on site detention must be submitted and verified by the engineering department.
2. Improvements must be completed per approved construction plans prior to a final plat being approved or a performance guarantee must be approved accompanied by a letter of credit or escrow.
3. Peyton's Place Ave shall be names Peyton's Place. Avenues are reserved for through streets.

Attachments:

1. Application
2. Plat
3. Aerial
4. Meadows and Creek at Koch Farms full set

$$32-2=30 \times 7 = 210$$
$$\begin{array}{r} 210 \\ +75 \\ \hline 285 \end{array}$$

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: 9-28-2022

Applicant Information:

Name: Northern Star Homes, LLC. Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Do you own the subject property? Yes No

If not, please provide ownership information here:

Name: Northern Star Homes, LLC. (owner by contract) Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Name of Proposed Subdivision: The Creek at Koch Farm

Number of Lots Proposed: 32 Zoning District(s): R1D

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.

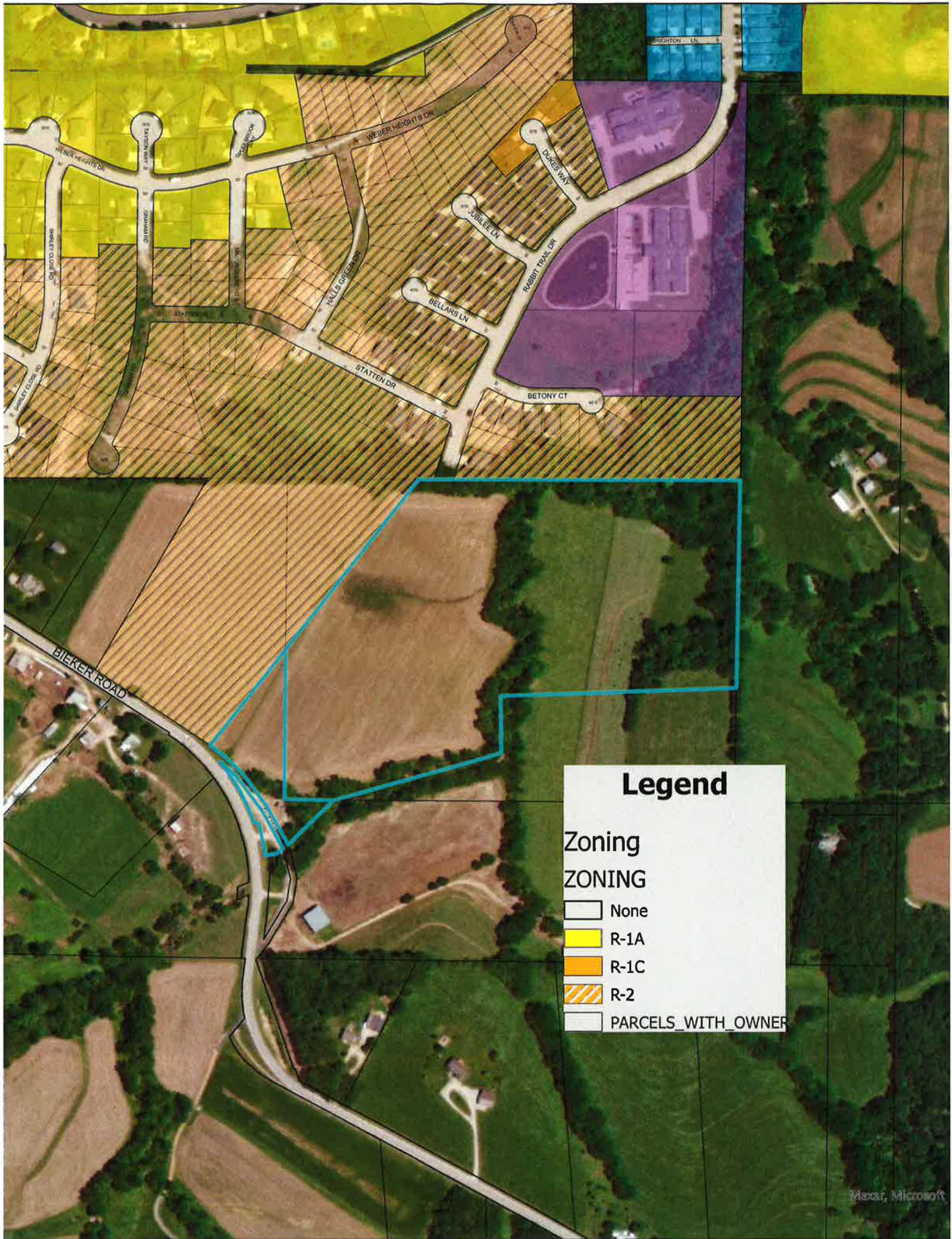
APPLICANT'S SIGNATURE:


APPLICANT/COMPANY NAME (Printed):
Northern Star Homes, LLC

LANDOWNER SIGNATURE(S):


LANDOWNER NAME (Printed):
Northern Star Homes, LLC. (owner by contract)







October 10, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 22-1007-Preliminary Plat 18 Stone Crest**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday October 10, 2022 the above mentioned preliminary plat was approved with a unanimous 9-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department

Date: October 10, 2022

Re: File # 22-0906 and 1007 – Stonecrest Plat 18 Rezoning and Plat

Synopsis: The applicant is requesting to rezone 11.99 acres from R-1A Single Family Residential to R-3 Multi Family Residential, 2.55 acres from R-1A Single Family to R-2 Two Family Residential, and approval of a preliminary plat for Plat 18

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Phoenix Park	C-2
South	Single Family Residential	R-1A
East	Single Family Residential	R-1A
West	Two Family	R-3

Analysis

The applicant is requesting to rezone approximately 12 acres to R-3 Multi Family Zoning, approximately 2.5 acres to R-2 Two Family zoning and then plat the new zoning districts into their own lots and extend Earth Crest Drive through the development.

The proposed area for the R-3 Multi Family Zoning is located on the western end of the development adjacent to existing R-3 Zoning to the West and C-2 zoning to the North. In city planning, it is often recommended to transition land uses from higher intensities to lower. In this particular case, the applicant is requesting to place the multi-family zoning adjacent to existing multi-family zoning as well as commercial zoning. They are then requesting to transition that zoning from R-3 to R-2 two-family zoning, creating a situation where the development starts at commercial, turns to multi-family, then two-family before meeting the existing single family zoning.

There is also a precedent of approving multi-family in the area with the development directly to the west being zoned R-3 Multi Family as well as a portion in Stonecrest also already being zoned R-3 Multi Family, where Andrea Crest is. The proposed R-3 Zoning, at 12 acres, could technically allow up to 260 residential units, however given that Earth Crest is proposed through the middle of the site, it is unlikely that the site could be developed to that density. The topography and road layout would not support it. Staff would review density and access to the site when construction plans are submitting making sure emergency access and density requirements are met.

As for the preliminary plat, Plat 18 proposes a 50 ft. right-of-way for the future Earth Crest Drive extension (the plat says Fox Crest, but last month P&Z and City Council voted to have it remain Earth

Crest Drive). This proposed extension would allow a connection to Rabbit Trail and finalize a street connection that has long been identified in our comprehensive plan.

Staff has received comments from the neighborhood opposing the development, of which a letter is attached to this report. The concern is understood that they would prefer to keep it single family, but given the existing zoning in the area and the proposed transition in housing type, staff sees no reason why this proposal should be denied. The plat also meets requirements set forth in the Comprehensive Plan as well as the City Code.

Recommendation

Staff recommends approval of the both zoning requests as well as Plat 18.

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 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 18

Number of Lots Proposed: 3 Zoning District(s): R1-R3

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:

Nathan Parmentier

APPLICANT/COMPANY NAME (Printed):

NATHAN PARMENTIER / KJV

LANDOWNER SIGNATURE(S):

167 USA

LANDOWNER NAME (Printed):

STONE CREST SUBDIVISION - PLAT 18

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.



NOTES:

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 encumbrances or other restrictive conditions affecting the subject land.

Fence line encroachments will not be shown unless specifically requested.

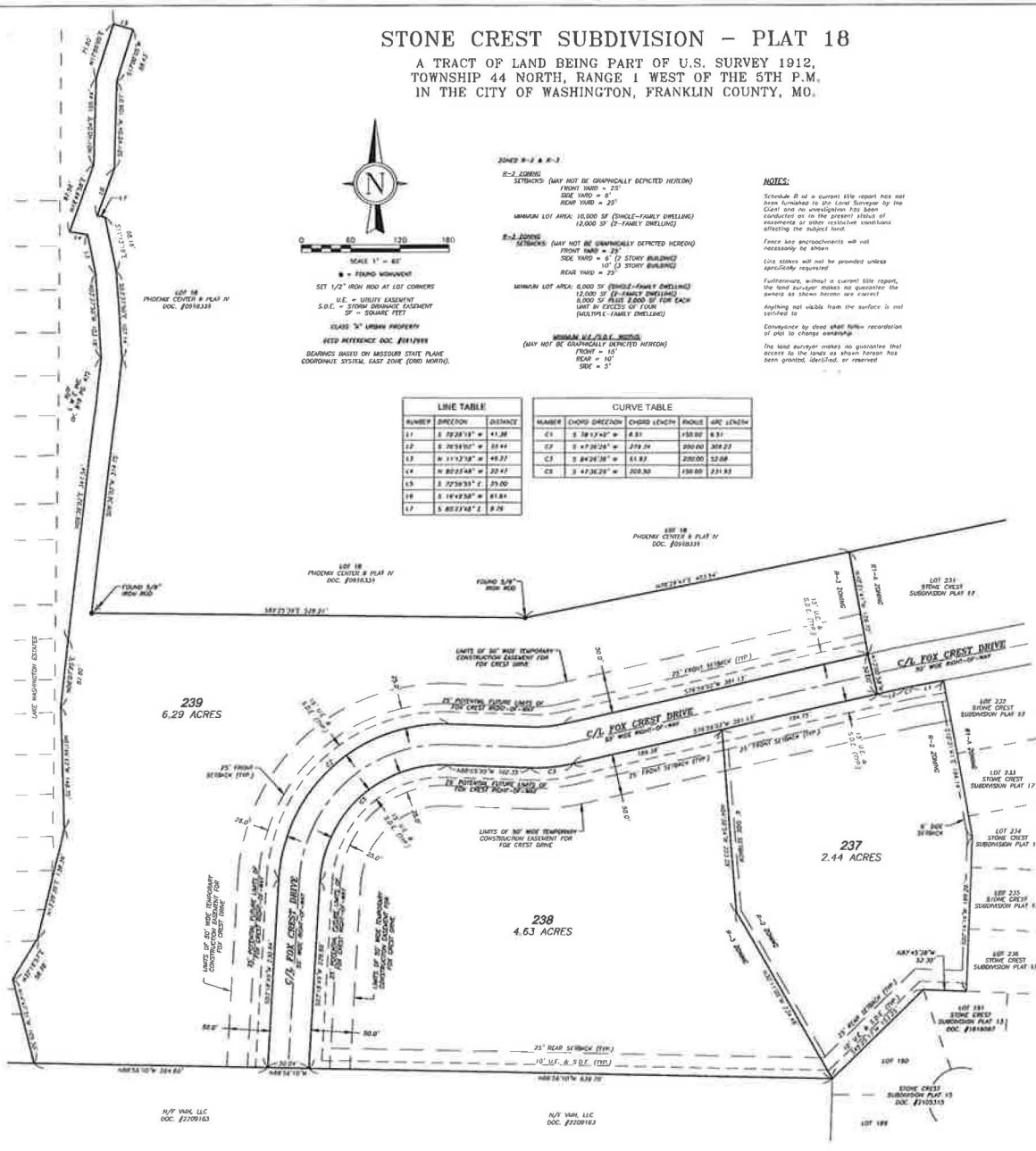
Furthermore, without a current title report, the Land Surveyor makes no guarantee the same as shown herein are correct.

Anything not visible from the surface is not certified to.

Conveyance by deed shall follow recordation of one to change ownership.

The Land Surveyor makes no guarantee that access to the lands as shown herein has been granted, dedicated or reserved.

LINE TABLE		CURVE TABLE					
NUMBER	DIRECTION	DISTANCE	NUMBER	CHORD DIRECTION	CHORD LENGTH	ANGLE	ARC LENGTH
11	S 72°28'18" E	41.38	C1	S 38°12'42" E	18.81	143.86	9.51
22	S 26°58'00" E	88.44	C2	S 47°28'24" E	279.24	200.00	308.23
23	N 11°52'38" E	48.27	C3	S 84°28'36" E	61.87	200.00	52.68
44	N 82°23'48" E	22.47	C8	S 47°36'24" E	200.30	198.00	231.83
45	S 27°58'33" E	25.00					
18	S 18°42'36" E	81.88					
17	S 88°22'48" E	8.29					



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 18".

The survey has been established as shown herein. The utility easements shown herein are hereby dedicated to the City of Washington, Missouri, for the construction and maintenance of water mains leading from the sanitary sewer main to the lot to which it serves.

The owner grants Fox Crest right-of-way as shown herein located within the right-of-way corridor as shown herein.

The 50 foot wide temporary construction easement adjoining the right-of-way of Fox Crest right-of-way shall terminate upon the completion of the road construction.

All lots in this subdivision are hereby subject to the Restrictions and Easements set forth in an instrument recorded in Document No. 1900781 in the Office of the Recorder of Deeds.

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__.

By: Glendon Valley Properties, LLC

STATE OF MISSOURI
COUNTY OF FRANKLIN

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

My term expires: _____

Notary Public: _____

I, Doug Tomlinson, Cadaster at Residence for Franklin County, Missouri, first being duly sworn, depose and say that I am familiar with the land shown on the above plat and that the same is correctly and lawfully subdivided as shown on the above plat and that the same is correctly and lawfully subdivided as shown on the above plat and that the same is correctly and lawfully subdivided as shown on the above plat.

By: Doug Tomlinson
Cadaster of Residence
Franklin County, Mo.

I, Dawn Williams, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "STONE CREST SUBDIVISION PLAT 18" was approved by the City Council of Washington, Missouri, by Ordinance No. _____ passed and approved this _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City of Washington, Missouri, this _____ day of _____, 20__.

By: Dawn Williams
City Clerk, Washington, MO

I, Glendon Valley Properties, LLC, do hereby certify that this plat is a true and correct copy of the original plat as shown on the above plat and that the same is correctly and lawfully subdivided as shown on the above plat and that the same is correctly and lawfully subdivided as shown on the above plat.

STONE CREST SUBDIVISION PLAT 18	
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.	
DATE OF RECORD	11/21/2023
DATE OF SURVEY	8/14/2023
SCALE	AS SHOWN
BY	WSE
DATE	8/14/2023
BY	WSE
DATE	8/14/2023
BY	WSE
DATE	8/14/2023