

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, NOVEMBER 7, 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 17 & November 1, 2022 Regular & Special Council Meetings	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>		
a. Collector's/Treasurer's Report Summary – July 2022	Need Motion/Mayor	Memo
b. Monthly Investment Report – July 2022		
<u>2. PRIORITY ITEMS:</u>		
a. Certificate of Appreciation – Mark & Lisa Tobben	Mayor	
<u>Mayor's Presentations, Appointments & Reappointments</u>		
b. Recognition of Chad Owens Parks & Recreation Operations Manager for the Lyle B. Beaver Leadership Development Institute	Mayor	
c. Phoenix Center II CID Appointment	Approve/Mayor	Memo
d. Phoenix Center II CID Reappointment	Approve/Mayor	Memo
e. Police Department Appointment	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
<u>7. ORDINANCES/RESOLUTIONS:</u>		
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 execution of a contract with Specialized Commercial Coatings, LLC for painting of the Heritage Park Caboose.	Read & Int/Read/Vote/Mayor	Memo

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| c. An ordinance authorizing and directing the acceptance of a quote from COE Equipment Inc. for the purchase of a 6” Lateral Launch Camera System and amend the 2022/2023 Budget. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance authorizing and directing the execution of a contract with CDG Engineers, Inc. for Engineering Design and Construction Engineering Services for the Front Street ADA Improvements Project. | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance authorizing and directing the execution of a release and settlement agreement by and between the City of Washington, Missouri and February Properties, LLC. | Read & Int/Read/Vote/Mayor | |
| f. An ordinance authorizing and directing the execution of an easement deed by and between the City of Washington, Missouri and Tara Kelsick and Jedidiah R. Nieder. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance approving a boundary adjustment for the Stone Crest Subdivision Plat 18 in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| h. A resolution approving a memorandum of understanding and authorizing certain other actions in connection with the proposed development of a manufacturing facility in the City. | Read/Second/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. Leaf Pick Up
- g. Winter Storm Tips and Snow Removal

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, NOVEMBER 3, 2022

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

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, OCTOBER 17, 2022**

INTRODUCTORY ITEMS:

The Special Meeting of the City of Washington, Missouri, City Council was held on October 17, 2022, at 6:00 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 (6:05 p.m.)
	Mark Wessels	Present
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
	Economic Development Director	Sal Maniaci
	Public Works Director	John Nilges

Approval and Adjustment of Agenda:

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

CITY ATTORNEY'S REPORT

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 6:01 p.m. on the following roll call vote; Behr-aye, Briggs-aye, Coulter-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye, Hidritch-absent.

The regular session reconvened at 6:59 p.m.

ADJOURNMENT

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

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, OCTOBER 17, 2022**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, October 17, 2022, at 7:05 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 Present
	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
	Police Chief	Jim Armstrong
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Finance Director	Mary Sprung
	Communications Director	Jennifer Brune
	Fire Chief	Tim Frankenberg
	Street Superintendent	Tony Bonastia
	Emergency Management Director	Mark Skornia

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

Approval of Minutes:

* Approval of the Minutes from the October 3, 2022 Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Change Order #1 & Final Payment Request – Manhole Lining
- * Final Payment Request – West Link Lift Station
- * Item 7a - Tabled

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

PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Re-Appointments:

- * Recognition of Jennifer Brune Communications Director for the TQC Leadership Apprenticeship Program

Mayor Doug Hagedorn recognized Communications Director Jennifer Brune for successfully completing The TQC Leadership Apprenticeship Program from The Quality Coach.

- * Recognition of Sal Maniaci Community and Economic Development Director for the Missouri Certified Economic Developer Designation

Mayor Doug Hagedorn recognized Community and Economic Development Director Sal Maniaci for receiving the Missouri Certified Economic Developer (MoCED) Designation from the Missouri Economic Development Council.

- * Police Department Reappointments

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:

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

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

PUBLIC HEARINGS

- * Rezoning – Plat 18 Stone Crest

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,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Hagedorn: Folks a little bit before Sal starts here, we're going to try and set some ground rules. There's six of you who have asked to speak. So we're going to limit our public comments to three minutes and at the beginning, we'll let the applicant go for five. So I will try and cut you off as gently as I can at the three minute point. We would like to be here at a, we'd like to be out of here a lot quicker than P and Z was the other night if you guys were here for that, so thanks. Go ahead Sal, sorry about that.

Maniaci: All right, good evening Council. So on your agenda tonight, there's actually two applications. So in this presentation, I'm going to go through kind of the basics of both, but the first one for what you have on your agenda for 3A and 3B is just for the rezoning. Later in your agenda, there is a request for the approval of the final plat. These are not related. You can get a final plat approved without getting the different zoning approved. They just happen to be going through both at the same time. So and now I'll explain that when we get to the vote that P and Z had for because there was different votes for each one.

This request is essentially a rezoning of approximately 16 acres on the northwestern side of the Stone Crest subdivision, just south of the Phoenix Center Development and again just west or just east of Rabbit Trail here.

You can see it's currently zoned R-1A Single-Family Residential. We have a variety of zonings in this area. You can see this red is all C-2 General Commercial. This lighter blue is R-3 Multi-Family that allows for actually single two-family and then up to traditional multi-family. There's some four plexes, six plexes down here and then duplexes as you get to the southern side of it.

In Stone Crest you have majority of R-1A Single-Family Residential. There is a couple different zonings you can see. Just one small portion that is adjacent to this is R-1D, which is a denser single-family, it gets down to 7,500 square foot lots. They do have off of Andrea Crest and off that first entrance into Stone Crest, you can see there is some existing R-3 zoning.

So this specific request and again a little background here, this goes a little bit off of the subject property, but as I'm sure all of you are aware, we had already been, the City has already been in negotiations with the developer on getting this connection done so getting Earth Crest to connect from Phoenix Center west towards Rabbit Trail and this is a connection that has long been in our comp plan so that's when I talk about the plat being separate from our, from the requested rezoning the plat is more related to actually getting this right-of-way dedicated for us to be able to build this connection. So that is the agreed upon location of the road that our City staff and the developer has looked at. Obviously, this bridge to the south is off the subject property, but it does connect to where you see the right-of-way and on the requested plat.

As for the request itself, I kind of zoomed in here because you can see on this piece it goes as what we call a flag lot back in 2001 when this was first subdivided and Stone Crest kind of

took off, none of this had been annexed into the City and so this was the only way they could get contiguous to the existing City limits, so that's why you see the shape of this property look that way, there's no actual proposed development here; that's just the remnant piece of that parcel. But when I zoom in here, you can see the request. They're asking for rezoning this portion here, about 11 acres to R-3 Multi-Family Residential and they do have about six, I'm sorry about four acres here. Let me make sure I get that right. 2.55 acres here, that is two-family R-2 Two-Family that's more traditional duplexes and this is existing single-family. So whenever you look at that and how it compares to the surrounding, you have you know, they're requesting to put the R-3 adjacent to existing R-3 and commercial, have a buffer of R-2 and then back leave this R-1A so you kind of have that transition now. You do have the transitional R-1, R-2, R-3 zoning that we always try and encourage.

So again, this is just here zoomed out so you can see the request for the rezoning does go to the parent parcel. But again, that's not any developable piece of property that just shows that remnant piece. And then again, here is the plat that actually shows the six acres north of the proposed road, four acres south and then the 2.44 acres for the R-2, so you can kind of see how you'd have a multi-family kind of row housing here possible and then that circle drive here for some more development and then duplexes in this location, and then again the single-family existing off of that.

So at P and Z, I was asked to show kind of how this fits into our longer range plan of where these connections are. So I wanted to point out in red are the proposed connections that are on your agenda tonight on for multiple not just this development but another one you can see there's Rabbit Trail extension to the south to Bieker Road that's on the agenda later tonight, and then you have this east-west connection between Rabbit Trail and Phoenix Center and that's obviously part of this development. In yellow, we obviously have some other connections that are shown on our long-range comp plan. Obviously, there's a stub at English Crest that goes to the what used to be the Klekamp Farm, now it is owned by the Hoerstkamps, and then you have East West Parkway to the south here. So you can kind see how this all will interact with each other as this development continues south.

I'll get into the Planning and Zoning vote. So staff's recommendation was approval of the rezoning and the plat given that they are transitioning the zoning from existing R-3 to adjacent to commercial zoning R-2 and then R-1, it kind of allows for a natural buffer along the creek being adjacent to commercial and like I said, an existing multi-family and then bringing that slowly back to the single-family. Any time someone requests multi-family zoning, we always try and encourage that transition type of housing, transitional type of zoning, which is what they're doing

For the P and Z vote, the Planning Zoning Commission last week voted 6 to 3 to approve the rezoning and then they voted 9 to 0 to approve the preliminary plat. So I'll be happy to answer any questions you have of staff.

Hagedorn: Any questions from the Council?

Maniaci: I will say there's been there was a lot of questions last week as to why we don't have a site plan of what this is going to look like. And just to clear that up, there are two options when you are requesting a rezoning, you can go to a planned district or an unplanned district and all R-2 and R-3 are considered unplanned districts and this in the sense that we have existing code that they have to meet after the fact to make sure, you know, it meets all life safety and zoning

requirements. They don't have to show that upfront. That's something that they get the zoning approved and then they work with staff in house after the fact on the actual site plan and getting access. The planned district is where they'd actually submit the plans completely upfront, those are just two paths in this request, they obviously wanted to go to the unplanned route which is not uncommon. Actually, planned developments are actually pretty rare. We've only done two, I think since 2017.

Maniaci: All right.

Hagedorn: Questions?

Maniaci: Thank you.

Hagedorn: Okay, I'd like to give five applicants, five minutes to the applicant please.

Kurt Unnerstall: My name, excuse me, my name is Kurt Unnerstall, I'm the applicant and developer of this property. For those that you don't know the history, and I think most of you guys have been here since 1999, we started this in 1999. The land that's all in red that's now Phoenix Center that was an active hog farm. All the land from the lake back was undeveloped. In fact, I guess in a down economy, the Weber family sold off a piece and put that assisted living center back there. You know, they started developing in a bad time and had had a tough time selling and now Vic's taken over and finished it out. So basically my point is we have developed this land in reverse in that we didn't have access in 1999 off of Rabbit Trail Drive.

So we started at the back of the farm. We made larger lots, put the lake in, put all the detention in and as we went closer to the north, was when we started transitioning smaller lots and we were always going to do some sort of townhomes, multi-family configuration. We had a remnant piece of land behind the dam. We put in R-2, R-3 units there. We put multi-family duplexes in. In the time we did that, we had all kinds of people concerned. Now everybody says they love them. In fact, we had grandmas moving in and living with her parents. You know, the parents are in Stone Crest and that's they found a spot for mom and dad to live or, you know, the father died and the mom's living there. We feel like we provide living access for all walks of life. We keep the quality of the home and the quality of construction at the high end and that'll be no different in this development.

As I mentioned at P and Z, a lot of people say, why don't you have all R-1, with R-1 with the flood of the tennis court lights and all the commercial, my concern is that we're going to be able to sell R-1 product back there. So again, a multi-family product, it lends itself to senior housing, which we've got a lot of demand for that right now. As all the baby boomers grow older, they're looking for a place to downsize. Townhomes is another of things that allowed in an R-3 district very similar to what's down on the riverfront. Those are townhomes side-by-side-by-side, so again, that allows us to do that.

So at this time, we just feel this is the right zoning for what we're trying to do. And again, we but up to R-3 to the west, we but up to commercial to the north and that's kind of where we're at with it. So you got any questions while I'm here? I don't want to take up any more time than I'm allowed.

Hagedorn: Any questions for Kurt you guys?

Coulter: Well Kurt, I think most people's concerns is there's going to be a bunch of apartments there.

Kurt Unnerstall: No, no there's not Mike. In fact, the layout right now, if it was purely on and I mentioned this at P and Z, I had St. Louis developers wanting to buy that out and I wouldn't sell it to them because they were wanting to put small, small, single family homes and I think there's a place for that in Washington, I just don't think that's the place for it. The quality wasn't there, so I wasn't interested in that, and then as far as what we're building here, we're building high end, nice stuff, retirement stuff, young professionals, schoolteachers, they need a place to live. So that's what we're looking to do there on that back corner back there. But the whole land Mike, we went from R-1 up against North Crest that butts to everybody in Stone Crest. We put that R-1 in September, then we went to R-2, R3. So this is as textbook as it gets for zoning to take and transition to what I'm up against back here. So it's not going to be a lot of units.

Reed: What a lot of people are upset about is the word R-3. We don't see your drawings. We know you don't have to present them yet, but you know, people want to know, are you thinking a three story structure? Are you thinking, you know, I mean, just heading off to pass here a little bit, what are you thinking? How many units in one building?

Kurt Unnerstall: Well, you know the units that were built down next to Our Lady of Lourdes Church? I think those are eight and 12 plexes. One of them might even be in a 16 plex. So again, it's all about the quality of the build. You know, I've got a sketch plan and that's submitted to the City because we're working on getting that road through there.

Maniaci: *Inaudible*

Kurt Unnerstall: You know, again, it's a one-pass deal that we didn't name and go through and design utilities, didn't design services but we have a sketch plan, kind of what we're thinking. I mean, if you want to show that, we can show that. But again, that doesn't, I don't want to I don't want to lock you or me into that because we're still trying to get the road figured out. We're still trying to figure out what it would look like. But right there, that's all single-family, swimming pool, tennis courts, R-2 duplexes and then the apartments would be over in a corner.

Reed: Okay, I'm just saying, there's a lot of people here concerned about it and we don't know.

Kurt Unnerstall: Yeah, I mean, that's a one-time pass deal. And as you see, everything's buffered by single-family. Everybody in Stone Crest is to the right and to the south. This land actually hooks around to the north of the former Klekamp Farm and then to the south of Phoenix Park. So we feel like this would be an excellent place for retirees to live and again, young professionals.

Wessels: Kurt, are those multi-family, are those shared wall type units?

Kurt Unnerstall: Yes very similar, Mark. The ones in pink would be very similar look to what's over there at Willow Twist across from Hillermann's where everybody's got like a 1,400 square foot retirement, two bedroom, two bath with their own garage, and then they're hooked together. It's kind of a single-story townhome look, again it would be brick. It wouldn't, I'm trying to think another one in town, the one up on Fifth Street by the Chiropractor there. But that's kind of on an angle that's kind of their stepped. Again, one of the thing I point out in the P and Z Meeting, this land lays flat and it lays nice for senior housing back in here. So everything you see in blue and pink would be single-story and then as you go further down, the red would be more of a two-story structure.

Patke: Kurt, according to this drawing, I don't if it's quite the scale or what, but the Rabbit Trail houses are there. I mean, you're looking at a pretty good buffer of trees there.

Kurt Unnerstall: Yeah, actually that is distance on there, 248 feet to the closest structure and all that green space that shown up there would remain on the left side of that. So basically, we have no intention of removing any of the green space that's there along the creek. Obviously, we've got to take some of the green space out to connect the road to go over, the just I don't want to overstep my time but right below Rabbit Trail, there is a bunch of trees that are going to have to come out when that road connects. Those trees will have to come out just because the road's got to go through there. That's where the bridge crosses.

Wessels: Would you track that road over John for us? Put the cursor track that road over.

Nilges: Yeah, unfortunately with this drawing it cannot. It's....

Kurt Unnerstall: Or the other one you had.

Wessels: There you go. Okay.

Nilges: Yeah, here I can, here, I can show you. Sorry, I thought I had it pulled up. Here.

Lamb: There you go.

Nilges: *Inaudible*

Kurt Unnerstall: Under this plan, this would have a more of a buffering than most apartment buildings in Washington. A lot of buffer space here. So again, our goal is to make a quality product that everybody can live in and can enjoy the area.

Reed: How many of those structures in the red are going to be ground level and two-story?

Kurt Unnerstall: The red ones will be two-story.

Reed: All the red ones will be two-story?

Kurt Unnerstall: Red ones will be two-story. Correct.

Reed: Okay.

Kurt Unnerstall: Everything else will be the blue and pink will be single-story.

Coulter: So there's nothing higher than a two-story in that?

Kurt Unnerstall: Right. Now when I say two-story, I want a caveat that in a way the parking is right now Mike, it all has to stay two-story, but if those buildings were to be turned, you could obviously go to two-stories to the front, three to the back and step your parking in the back. If the developer wanted to put some garages in the basement, but that would be it would be the same look just turned 90 degrees.

Maniaci: By our code, we don't consider walk outs...*inaudible*. So if you have a walk out basement it's still considered two-story.

Coulter: Right.

Patke: Sal while you're there, the buffer to Rabbit Trail, I guess is my biggest thing there. I mean, we don't even require, what is it, 50 feet now, right? But if it was R-3 to R-3, we wouldn't require any.

Maniaci: No, that's correct.

Patke: So if you live in Rabbit Trail right now, you're zoned R-3 whether they're for it or against it, whatever, we wouldn't require any. You could actually take the trees out and put it in there, but in this case, we're leaving them there.

Unknown: That's correct.

Patke: Am I true by saying that, yeah.

Maniaci: R-3 to R-3 does not require any buffer.

Patke: Okay, but that's staying there so it'd be what we would normally do with 1-A or whatever. Yeah, okay.

Kurt Unnerstall: Where's a, two-20 foot buffer?

Maniaci: *Inaudible*

Kurt Unnerstall: In the interest of time, I just want to explain what's going on here and I will yield to the other folks in the room. If you got questions, I'd like to have a chance to answer those. Thank you.

Hagedorn: Thanks Kurt. Okay folks, first one on the list is Steve Richardson.

Steve Richardson: Mr. Mayor, members of City Council...

Klekamp: I'm sorry, can you state your name and address please?

Steve Richardson: My name is Steve Richardson; I live at 2404 Rabbit Trail. I am the President of the Lake Washington Condo Association, and I'm here representing 56 homeowners who will be directly impacted by changing the zoning of Stone Crest Plat 18 to R-3. I'm here tonight not to ask you to kill this request, although that would be nice, but to table the request until people of who are impacted see some plans tonight we've seen some plans.

Our neighborhood for the last six years has been nothing but cement trucks, builders and of course, some speeders along Rabbit Trail as all of this has been developed. This past weekend, the neighborhood's fourth brick mailbox was knocked over and we have daily traffic circus at the corner of Highway 100 and Rabbit Trail, and yet we continue to try to be good neighbors. Enough said. We know and we understand progress is coming to Washington. If you continue to build condos and villas, which we did see some in there in keeping with the neighborhoods, that's fine but don't ask us to accept changes to our neighborhood without telling us what the changes may be. I understand that he's not required to do that.

What if the current owner of the property sells? The changes can be the R-3 changes can become multi-story buildings and they can be changed. We have plenty of examples of parking lot, parking of apartment buildings in town with noise, light, traffic and possible crime that we don't want in our backyards. Once they're built, they're not going to go away.

All we're asking is to see the plans and have some input. Example: the property is in a FEMA Floodplain. How will that be handled and how will it impact the neighbors? It's evident that the project is not supported by the people of Stone Crest or the Lake Washington Condo Association. These are the project's neighbors. We don't want these to be pushed down our throat. Please table this and meet with the people from the condo association in Stone Crest. Show them the plans and get some input.

Let me also point out that this is not about the developer who has done plenty of good things in this community. This is about the development itself. It is about what happens if the property is sold and a new developer has different views. We are asking not to have our neighborhood disrupted anymore. We're asking the Council not to progress with blind faith. Don't put the surrounding neighborhoods in a position they have no recourse and a plan should the property be sold or to another developer. Thank you. Any questions?

Hagedorn: Thank you Steve. Todd Hendricks, please.

Todd Hendricks: I'm Todd Hendricks here from Stone Crest, 3310 Deutsch Crest Drive. So I'm representing a number of the members from Stone Crest. I guess I'd like to start off with times are tough right now with the downturn in the economy, and if this gets turned around to R-3 it's

going to lower values; that's the biggest concern for the residents in Stone Crest right now. We're going to big chance of lowering values of our property and that's going to be a harder impact on us.

One of the things that's been floated around in the previous P and Z Meeting and article in the Missourian is affordable housing. Mr. Mayor, as you know, at a previous board meeting that both of you and I serve on, the question and that I had asked, what's affordable housing? That's a definition that nobody has clarified or answered for me. So what is affordable housing? Is it a cost, size? If I ask all eight members of the City Council, probably get eight different answers. Affordable housing, I understand is needed but out on Highway 100 west we have a number of units that are built out there and are continuing to be built and Mr. Unnerstall, is indicated that to me personally, that he's planning and putting in affordable housing behind Casey's, that's what's going in there and Mr. Mayor, you had indicated that also. Now we're going to put in more affordable housing off of Stone Crest in Rabbit Trail Drive. How much do we need? I know it's been stated that we have teachers that can't afford housing. Well, what percentage of teachers need affordable housing? I mean, we probably got a small percentage of teachers that can't afford the housing because they're, you know, early on in their careers.

Kurt, Mr. Unnerstall, has thrown out a sketch plan here and a number of times he said he doesn't want to be locked into that sketch. My question is in the residence of Stone Crest, is Kurt going to be the builder, developer or is he selling the land? I'd like to know that and so would a number of the residents.

Biggest question that a number of us have, which again, I started out with talking about the impact, if this is sold and it does get rezoned to R-3, is how do you turn around set restrictions in a development such as Stone Crest? People have built, purchased homes with the intent of what was set out when they first moved in there and now you want to rezone it to R-3 at 80% of the way through? Is that really fair to those residents that moved in there?

So that is, I guess, one of the things that's hitting a lot of the residents in Stone Crest right in the face. They're not very happy with that. How do you change the game 80% of the way through? That's all I have. Any questions?

Hagedorn: Questions? Thank you Todd. Brandon Rodriguez, no thanks, okay. Baker, Gary or Gary Baker. Sorry if I mispronounced.

Gary Baker: Gary Baker, 2520 Rabbit Trail and I back up directly to this development. My only question is to Mr. Unnerstall, is will he give his word to this Council that he will not sell that property if he gets it rezoned to R-3? That's the only question I have.

Patke: Gary, can just ask, is that, I mean I know that's not prevalent to a rezoning request or is it?

Gary Baker: Well, with his history of developing in this area and his history of living here for all these years as his family's name's everywhere, it would mean more to me that he would be attuned to keeping the project more contingent to the neighborhood, as opposed to some outside developer that could come in and given it doesn't have a care for this the City as much as he does and would just run amok and put in whatever he wanted.

I had a question early on in this process, which was what is the height risk restrictions in this area R-3 three-stories, if they put three-stories building on, the other part of that is also Mr. Unnerstall said that he would put in this 200-foot barrier. Another developer is going to say to heck with that, I don't have any restriction in R-3 so I will just build as much property as I can, and then that just puts in the wintertime there'll be apartments, sorry, parking lights in lights in the parking lots as well as, you know, churning in the mornings of cars, going in and out during the night. I mean, I worked for 38 years to have a peaceful morning and I didn't expect to buy my house last year then all of a sudden be backyard neighbors to you know, a couple 100 unit housing units.

So I feel that if it does get rezoned R-3 which I hope it doesn't, that at least if Mr. Unnerstall was in charge of it developer that I have confidence that it will be a decent and respect the area.

Patke: I guess I was going to make a statement that you guys who live at Rabbit Trail are zoned R-3 now, you do realize that you could sell yours or buy the one next door and build a three-story complex right there tomorrow and don't even have to come to us?

Gary Baker: Well, that's part of my concern is that the person that developed our neighborhood had the respect for the neighbor and the community in large Lake Washington estates and just in general keeping the like housing in the like areas, as opposed to all of a sudden in a radius of basically one and two-family homes, about a mile radius, you're going to plop in high density housing, which is incongruent with what the neighborhood is.

Patke: So back to your point, you're not against R-3, you're just would like to see Mr. Unnerstall do it or have plans that it does look good and fits with the neighborhood.

Gary Baker: Exactly.

Patke: Thank you.

Gary Baker: Thanks.

Hagedorn: Thank you, Gary. Ed Menefee.

Patke: Can we refuse him to talk?...*laughter*

Ed Menefee: Ed Menefee.

Lamb: A citizen of the City of Washington.

Ed Menefee: Steutermann Road.

Hagedorn: Do you know who this is Sherri, I guess? Okay. Go ahead, sorry.

Ed Menefee: I'll keep it short for you. My tenure in working with the City, I have been all throughout the City and been involved in planning on various things. It's great to see the connection between Rabbit Trail, Stone Crest and Rabbit Trail and Bieker Road for traffic reasons. I look at the zoning plan and I had a mother-in-law that lived in Quail Run or Rabbit Trail housing right there. At two stories, the back to back, I don't see much difference between what's zoned there and what's here. As far as it affecting the other homes further south, this is way up in the north, right next to Rabbit Trail; they're buy each other. I mean, if you're talking about impact on homes and what they're worth, Rabbit Trail should have made an impact already.

I would say that you send all this to Planning and Zoning and you rely on them to have hearings and talk to people and take information in and look at ordinances and zoning and give you an opinion. I think they gave you what they feel and I think you have to trust in those people that you put forward and consider what they have to say.

I'm glad to see some from the one diagram, some plotting and where housing will be. I will tell you that if we were going to grow as a community and Sal can back that up, we need homes to have youth. Young people come and work in the industry and to draw industry and to work in the businesses and to keep them, keep a vibrant community, keep a great base for our tax base. I agree. Washington's a great place to live. Why wouldn't you want to come here? So thank you.

Hagedorn: Thanks, Ed. Last speaker tonight, Mike Edler.

Mike Edler: Good Evening, Gentlemen. Mike Edler, 5 Rebecca Court. I'm just going to get the white elephant out into the room. At the P and Z Meeting last week, Michelle Unnerstall came to the podium and read rather quickly and people in the audience and on Planning and Zoning were not clear what she was talking about. So I'm referring to it's called Indenture of Trust and Restrictions of Stone Crest Subdivision Plat 11. These restrictions were recorded at the Recorder of Deeds on July 6th of 2017. So. Well, let me let me just read it because it was rapidly and I, I mean, she kind of she brought it up so. Page 10, all owners of lots and subdivision hereby understand that undeveloped lands adjacent to such subdivision may be developed for residential use and do hereby agree not to object or interfere with such future development or rezoning of undeveloped land, owned or controlled or of future owned or controlled by the developer. So long said future development complies with applicable City regulations and laws.

So there was confusion. Talked to several people. It is recorded and last week the word apartments came up a lot. Actually, if you go back and listen to the meeting, that word was used a lot. In fact, Kurt said and at the meeting that his intention is to get the R-3 and to sell it. So if that happens and God forbid, I mean, my best friend just four years ago just fell over dead very shockingly. So bad things happen to good people. I think Kurt is a good person, but the new person has R-3. They can run amuck, and I just don't think that's the way to go.

Also at P and Z, it was said that there's going to be 120 units including a mix of two-family and single-family attached homes which means that the homes would share a common wall.

So it would seem to me to be, to be fair, that some people that bought lots in Stone Crest had deed restrictions. Why would it not be appropriate for this R-3 zoning which is you know, it's a big deal. Why not have those restrictions upfront? Just like when you bought a lot in Stone Crest? It's out there. So...

Hagedorn: Mike, can you wrap it up a little?

Mike Edler: Yeah.

Hagedorn: Three minutes are up.

Mike Edler: I mean, am I the only one who ran over? Are you just timing me?

Lamb: *Inaudible*

Mike Edler: Okay. Well, one of the thing I want to say about connecting the subdivisions. So first of all, to wrap up, I mean, I've heard so many things that he's going to do. He's going to sell it, it's going to look like this or like that. Last week it was talk about apartments. Tonight, not so much.

So and the last thing I'll say and probably the only people here that can answer this is Mark Piontek and Darren Lamb and I think was in the 90's under Mayor Hillermann when we talked about an outer road. I don't remember what happened to that. Maybe these guys do. But essentially what you're doing is you're putting in and you can call it a thoroughfare, you can call it an outer road, you can call it cutting through subdivisions. So you can enter Stone Crest and

you can go all the way to High Street eventually when this is and go through two lights rather than using the highway and go through 14 lights.

So I think rather than people living in subdivisions for a reason, you know, so I would think the City should go back and look at that outer road because you're going to be dumping, Washington is going to continue to grow and there's we went from two lanes to four lanes to, you know, now this other road or thoroughfare, whatever you want to call it and I don't think that's you're going down the right road just my opinion. Thank you.

Hagedorn: Thank you, Mike. Questions anybody? Any questions or answers from the applicant? Kurt, did you want to respond?

Kurt Unnerstall: I tried to take some notes here in. So let me just go through here. One of the concerns and fears, obviously, every time you look at rezoning is I've heard, you know, just so you know, I've been doing this since 1993. Next year, I will be, I think, the oldest developer in Washington as far as years of doing it. Every time, we always have a fear of change. The minute we have a fear change, we start thinking of what's the worst thing can happen. Okay. I didn't run and I didn't sell when the next door neighbor decided to put a shopping center next to my subdivision. I had no say in it. It was done. It was built and I think it worked out because obviously it makes it a great place for the people in Stone Crest to get their groceries and get their supplies. So and again, every time something changes, people have a fear of loss of property value. In 2005, we put 199 lots on the ground. We put all of Phase 3 in Stone Crest and we put Fairfield across the street on South Point Road. The sky was the limit in 2005. Everybody was developing just like we are now and boom, 2008 shows up and nothing sold for four years. We could not sell a lot in Stone Crest for four years and I had the best subdivision, still had the best subdivision in town.

So again, we try to meet the price point and a target point as we went. The key and I've been preaching this for 30 years, single-family doesn't mean quality, as we all know. I could put a thousand square foot homes back there four walls, four-12 pitch roof, vinyl siding, and that would be considered single-family, I would not do that. I would not do that because that would be a travesty to the folks that have concern about property values. The quality of construction that's going to go on here is going to be of a similar quality that's going on right now in Stone Crest.

As far as questioning my business plan. Right now, I am working with a developer who is looking at purchasing this property, but again, he will purchase it with requirements to meet the requirements of the subdivision. I'm not going to just give him a carte blanche deal. So in Mike's concern about hey Kurt gets run over by the beer truck, obviously those are all be documented prior to me signing over the property if I sell. Okay.

As I mentioned last week, I had a guy approach me about building a assisted living home that's very similar to what is built down there on Ninth Street. He tried to get me to sell him ground three years ago and I turned him down. Well, when I seen his product or what he did down here, I think, well, you know what, assisted living center, a daycare, the residents in Stone Crest are getting older. Maybe that makes sense for some of the residents to have that. Again, that would but right to the commercial, right to the north.

So there's a lot of things that can be done. And again, for me to sit here and tell you this is the exact plan, that's why I shared you that sketch, trying to make that work with the road. And I

mentioned last week, if a developer was truly out to rip and skip, as some of these folks are concerned, that I'm going to do, which I'm not, I wouldn't put that much road network in there. I put that road neck work in there to show you how it's all going to flow, that the folks aren't going to have to pull out on to the main road that's going to connect. It'll be a good living space for everybody.

The other question I think came up, somebody said something about restrictions. I think I covered that, you know, we would we would restrict the property.

And again, I just want to point out to you that this this was 151 acre development and it was purchased in 1999, long before all this other stuff was there, and what we're just now getting to the back of the property and we're trying to do transitional zoning and try to make a good living environment for everybody.

Reed: Kurt, one question. If you do sell to another developer, something like that. I mean, we're talking about rental units. Yes?

Kurt Unnerstall: Well, the developer apartments are rentals, and you talk about affordable housing. Oh, I was glad you brought that up, Duane. There was a question about affordable housing. You know, not everybody can afford an \$800,000 home. Okay. Not even buying for \$350,000 home and with the cost of materials a price point in Stone Crest, you know, we went from fours, then we jumped up to sixes and sevens around the lake, eights, hell, who knows, some of them could be \$1,000,000 homes in there and then we put the villas in. Those villas are selling; I think there were two something, now they're selling for three something. All the single-family homes, alot of these folks here built it along the woods in the back, back there. Nice homes, but in the woods. I think they're fours and fives, but one thing is, as we all know, property values go up, go down. One thing about Stone Crest is it's held it's value. Good point.

I again, I've mentioned his name last week. Yeah, last week. You know, Allen Whitworth built those apartments down here and there's good today as the day he built them and there rentals and there right across from Our Lady of Lourdes Church.

So if apartments are bad or townhomes are bad, then if in and if it doesn't work here, where will it work in town? That's my point is this is an ideal spot for it and you got to give everybody a place to live, that's all I'm trying to do as a developer. Just provide that place to live.

Hagedorn: Other questions.

Kurt Unnerstall: Thank you.

Hagedorn: Thanks, Kurt. Any comments, anything else guys?

Wessels: Yes. One thing I've talked to a lot of the folks that are here. They gave me a call and I want to thank them because every one of them was very civil and pleasant and everything else. I was kind of expecting, you know, maybe not so, but they were. Every one of them.

One of the things that I pointed out to some of you and that I still feel strongly about we I feel like we have to have a system in place. We have to and we have a plan, a long-term comprehensive plan and that plan, as you've heard a couple of times now, calls for setting up buffers, etc., etc., etc. So things aren't on top of one another. About two years ago, this Council approved a similar zoning request and it was set up the same way. There were some people from from 1-A areas who were concerned about it. But what they were shown was that there was going to be a R-2 buffer and then the R-3's would come next. Okay. So and that's the system.

That was the plan that was put in place. That was an example that came to us and we followed that plan.

I think it's really important that we stay consistent to an accepted plan. I don't think we can jump around back and forth. You know, it's okay there, but it's not okay here. I think doing that is going to be more trouble than what we want. So I like the idea of a system and then trying to be as consistent as we can. Okay. Thank you.

Patke: Mark, and when you say your system, the transitional zoning is what you're referring to?

Wessels: Yes.

Patke: 1-A, 2-A, 3-A but up to commercial, other 3-A, etc., that's why when I looked at it, it makes sense in that aspect that it was done right. I mean, I think we can go so far as that, what the City would suggest to a developer that we would want. So that when you say system, I think it is in place and for the right reasons. Hopefully.

Hidritch: Now Sal, is that correct like this R-3 has no deed restrictions like the rest of Stone Crest, or can it be...

Maniaci: Like covenants and restrictions? We don't review those so they can neighborhoods can impose those as they see fit. We don't ever review covenants, restrictions or enforce them. That's up for the neighborhood association to do that.

Lamb: The only thing the City can enforce is what's within the zoning district.

One other comment I would make, just as a follow up to Mike's comment about the East-West Parkway, which I assume you're talking about with the outer road, that is shown that is still within probably the last two comprehensive plans that I mean, that's been on the books since 84 followed up, we still have it. As a matter of fact, Sal showed it earlier tonight when we looked at the connection, the connectivity, that yellow line that he saw on that one, is, are you going to pull it back?

Maniaci: It's in the presentation.

Nilges: Oh, I'm sorry.

Lamb: But anyway, to answer the question, yes, it's very much reviewed. As a matter of fact, I talked with the property owner along there actually Friday afternoon after seeing some of the movement going towards and the direction of Bieker Road and the fact that, yes, it's still relevant. Yes, we still use it as a matter of fact, we anticipate is Highway 47, for example, if funding becomes available, the opportunity for us to go ahead and increase that from two to four lanes, just like what's been talked about all the way from Washington to Union, but that would be a first phase, and also to incorporate that East-West Parkway connection to the four lanes at that time. So very much part of our planning process.

Hagedorn: Guys, this red lines that you see there, those are important. That's what we're addressing tonight, but we need to look at those yellow lines too. Keep our focus on that, because that's where our kids are going to be driving. That's where our grandkids are going to be driving. And as much as audience participation, if you will, citizens input, that all happens with at the comprehensive plan. We're going through that right now. So if you have concerns like this, where do those lines get drawn? What kind of restrictions do you want in transitional zoning? That's where we talk about that stuff right now. So I know just outside the door here, there's this little QR code and for those of us who don't know what the heck that is, usually just take a picture of it with your phone and click on that link and that will take you at least to give

some input and there'll be more meetings. So I ask you all please to participate in that. Other comments?

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

Bill No. 22-12671, Ordinance No. 22-13631, 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.

The ordinance was introduced by Councilmember Patke.

After discussion, the ordinance was read a second time and approved on the following 5 to 4 vote; Wessels-aye, Hidritch-nay, Briggs-nay, Behr-aye, Reed-nay, Coulter-nay, Holtmeier-aye, Patke-aye, Hagedorn-aye.

* Special Use Permit – 309 High Street

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 Rental

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

Maniaci: All right, your next request tonight is a Special Use Permit for 309 High Street in order for it to be used as short-term lodging or more commonly known as an Airbnb. You can see here it's just south of Third and High on the west side of the street. There is one directly catty-corner that we actually approved about two years ago.

On the zoning, it is R-2 Overlay, which does allow for single and two-family. It's right on the border, you can kind of see everything west of there is out of the overlay district into single-family but it does allow single and two-family in this location.

They do have access to an alley in the back so there's ample off-street parking, and again, since these are typically residential, fairly residential in nature and we haven't had any issues with the ones that we have approved in the past. Staff recommends approval. Planning and Zoning did vote unanimously to approve this last week as well.

Patke: Egress to the alley, but is there off-street parking too Sal, or is it not required?

Hidritch: Yes, yes there is.

Maniaci: Yes.

Hidritch: There is.

Patke: *Inaudible...* on the map.

Hidritch: *Inaudible*...drive goes up, Jeff, been there.

Patke: Okay.

Hidritch: And unlike the one before this, this was not contested at P and Z.

Patke: Oh, okay.

Hidritch: Nobody.

Hagedorn: Discussions, questions?

Lamb: Yeah, you got to have it. Open up the floor.

Hagedorn: Any comments from the floor? Folks?

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

Bill No. 22-12672, Ordinance No. 22-13632, an ordinance granting a Special Use Permit to utilize 309 High Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

* Special Use Permit – 527 Elm Street

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 Rental

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

Maniaci: All right, the next request is another Special Use Permit for short-term lodging at 527 Elm. So this one is actually just outside of our downtown district. If you all remember earlier this year, we changed our downtown zoning to extend it to any properties that touch Fifth Street so this is directly across the street from downtown zoning that would actually allow it by right. Because they are outside the district, they do need to get a Special Use Permit. You can actually see here these yellow dots where there's existing short-term lodging so obviously the closer we get to downtown there's more of these in the vicinity.

This one is also zoned R-2 Overlay which allows for single-family and two-family and this one does actually have some off-street parking. It's hard to tell in this ariel. It does not have alley access but they do have a driveway.

Last week at P and Z, they did also unanimously vote to approve this as well. We did not hear from any opposition that night.

Holtmeier: That's across from Immanuel Lutheran isn't it?

Maniaci: It is, yes. There's actually a single-family house across the street, but Immanuel's wrapping around that building there.

Hagedorn: Sal, is there access around the back of it through the alleyway?

Maniaci: No, so they do not have access to the alley but they do have off-street parking.

Hagedorn: Okay.

Maniaci: We don't require off-street parking. It's just always a bonus. All of these existing homes, two parking spaces on the street is all we require anyway.

Patke: Any idea on what we're up to now?

Maniaci: We were at 35 when we hired Granicus so this would be 37. 35 active, I think we've approved more than that throughout the years but some of them just went off-line.

Wessels: We're getting taxes on 35?

Maniaci: Yes, we're getting taxes 35. Actually we have our first meeting with that new company Wednesday to get that on-line.

Patke: Okay.

Hagedorn: Other questions?

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

Bill No. 22-12673, Ordinance No. 22-13633, an ordinance granting a Special Use Permit to utilize 527 Elm Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

CITIZENS COMMENTS

- * Rob and Gretchin Burton 101 East Main Street and owners of 527 Elm Street introduced themselves to Council.

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * None

ORDINANCES/RESOLUTIONS

TABLED - 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.

Bill No. 22-12674, Ordinance No. 22-13634, 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.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12675, Ordinance No. 22-13635, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12676, Ordinance No. 22-13636, 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.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12677, Ordinance No. 22-13637, 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.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 22-12678, Ordinance No. 22-13638, 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.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12679, Ordinance No. 22-13639, an ordinance approving the final plat of the Right-of-Way Dedication of Rabbit Trail Drive including Permanent Utility Easements/Storm Drainage Easements.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12680, Ordinance No. 22-13640, 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.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 22-12681, Ordinance No. 22-13641, an ordinance amending Schedule I Speed Limits, Table I-A Speed Limits-Generally, 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; Wessels-aye, Hidritch-aye, Briggs-aye, Behr-aye, Reed-aye, Coulter-aye, Holtmeier-aye, Patke-aye.

Bill No. 22-12682, Ordinance No. 22-13642, 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.

The ordinance was introduced by Councilmember Behr.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* Preliminary Plat Approval – The Creek at Koch Farm

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

After a brief discussion, a motion to accept and approve this item made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

* Preliminary Plat Approval – 18 Stone Crest

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

After a brief discussion, a motion to accept and approve this item made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

MAYOR'S REPORT

- * Reflected over the past six months of being in office.

CITY ADMINISTRATOR'S REPORT

- * Discussion on the Franklin County Commission terminating the agreements with the Cities of Pacific, Sullivan and Washington for emergency 9-1-1 telephone service.

COUNCIL COMMENTS

- * Councilmember Patke thanked the Franklin County Backstoppers for their work in hosting the Annual Dinner Auction.

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ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 8:52 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
TUESDAY, NOVEMBER 1, 2022**

INTRODUCTORY ITEMS:

The Special Meeting of the City of Washington, Missouri, City Council was held on Tuesday, November 1, 2022, at 6:00 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	Absent
		Mark Wessels	Present
	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
	Economic Development Director	Sal Maniaci
	Public Works Director	John Nilges

Approval and Adjustment of Agenda:

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

CITY ATTORNEY'S REPORT

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 6:01 p.m. on the following roll call vote; Behr-aye, Briggs-aye, Coulter-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye, Hidritch-absent.

The regular session reconvened at 7:57 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:57 p.m. by Councilmember Holtmeier, seconded by Councilmember Patke passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

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

	City Collector's Report				Adjusted Cash Position					
	CASH BALANCE AS OF 7/1/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 7/31/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 7/31/2022	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
CASH FUNDS:										
GENERAL FUND ②	736,921.14	1,574,644.93	(1,741,255.87)	570,310.20	(62,273.46)	(9,886.92)	498,149.82	1,969,555.15	(1,665,393.30)	802,311.67
LIBRARY FUND ②	303,380.36	104,666.76	(70,921.38)	337,125.74	(201,015.32)	(50,419.62)	85,690.80	0.00	0.00	85,690.80
VOLUNTEER FIRE FUND	2,016,932.47	5,763.63	(82,721.13)	1,939,974.97	0.00	(24,855.78)	1,915,119.19	0.00	0.00	1,915,119.19
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	944,834.15	1,304.59	0.00	946,138.74	0.00	0.00	946,138.74	0.00	0.00	946,138.74
STORM WATER IMPROVEMENT FUND	3,976,010.88	98,680.08	(1,516,704.26)	2,557,986.70	0.00	0.00	2,557,986.70	1,853,676.00	0.00	4,411,662.70
CAPITAL IMPROVEMENT SALES TAX FUND	1,498,008.03	233,308.14	(61,794.18)	1,669,521.99	0.00	0.00	1,669,521.99	0.00	0.00	1,669,521.99
TRANSPORTATION SALES TAX FUND ②	1,301,362.24	301,038.28	(349,246.58)	1,253,153.94	0.00	0.00	1,253,153.94	0.00	0.00	1,253,153.94
DEBT SERVICE C.O.P. FUND	2,157,300.03	2,978.72	0.00	2,160,278.75	(1,643,338.39)	0.00	516,940.36	0.00	0.00	516,940.36
DOWNTOWN TIF RPA-1 FUND	1,099,356.14	692.00	(23,228.66)	1,076,819.48	0.00	0.00	1,076,819.48	0.00	0.00	1,076,819.48
FRONT & MAIN TIF RPA-3 FUND	24,965.18	25.31	0.00	24,990.49	0.00	0.00	24,990.49	0.00	0.00	24,990.49
RHINE RIVER TIF RPA-2 FUND	467.33	0.30	0.00	467.63	0.00	0.00	467.63	0.00	0.00	467.63
WATER FUND	820,170.39	214,350.49	(136,840.05)	897,680.83	0.00	0.00	897,680.83	0.00	(397,743.50)	499,937.33
SEWAGE TREATMENT FUND	162,488.99	224,691.72	(289,981.94)	97,198.77	0.00	0.00	97,198.77	0.00	(581,544.75)	(484,345.98)
SOLID WASTE FUND	3,958,794.82	231,166.65	(240,580.53)	3,949,380.94	(6,861,335.50)	0.00	(2,911,954.56)	0.00	(796,010.75)	(3,707,965.31)
PHOENIX CENTER II CID FUND	3,728.50	48,585.27	(48,099.42)	4,214.35	0.00	0.00	4,214.35	0.00	0.00	4,214.35
TOTALS	\$ 19,004,720.65	\$ 3,041,896.87	\$ (4,561,374.00)	\$ 17,485,243.52	\$ (8,767,962.67)	\$ (85,162.32)	\$ 8,632,118.53	\$ 3,823,231.15	\$(3,440,692.30)	\$ 9,014,657.38

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 3,966.23


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

10/27/22
 DATE



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

10/25/2022
 DATE

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

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

CITY OF WASHINGTON MONTHLY INVESTMENT REPORT

 JULY 2022	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN/(LOSS)	INVESTMENT INCOME	EXPENSE	SOLD/REINVESTED 10/01/21 - 09/30/22	ENDING ADJUSTED COST
	GOVERNMENT BONDS:								
US TREASURY NOTE	7/27/2022	1.250%	7/31/2023		(7,881.32)	-	-	1,022,626.28	\$ 1,014,744.96
FEDERAL HOME LOAN BANK BONDS	6/8/2021	2.125%	9/14/2029	\$ 213,055.85	4,731.15	-	-	-	\$ 217,787.00
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 474,580.85	446.35	-	-	-	\$ 475,027.20
IBN: BOND TOTALS:				\$ 687,636.70	\$ (2,703.82)	\$ -		\$ 1,022,626.28	\$ 1,707,559.16
CERTIFICATES OF DEPOSITS:									
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$ -	(347.57)	-	-	245,000.00	\$ 244,652.43
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$ -	(264.33)	-	-	245,000.00	\$ 244,735.67
KS STATE BANK CD	2/9/2018	2.450%	2/9/2023	\$ 52,063.37	(113.15)	104.71	-	-	\$ 51,950.22
ENERBANK USA CD	9/27/2019	1.950%	3/27/2023	\$ 113,612.67	(190.22)	182.71	-	-	\$ 113,422.45
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 239,589.35	(266.15)	-	-	-	\$ 239,323.20
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 240,576.38	93.92	-	-	-	\$ 240,670.30
IBN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 645,841.77	(1,087.50)	287.42		490,000.00	\$ 1,134,754.27
FIRST INTERNET BANK INDIANA CD	2/1/2021	0.650%	8/2/2022	\$ 245,000.00					\$ 245,000.00
FIVE POINTS BANK CD	2/1/2021	1.000%	2/2/2025	\$ 245,000.00					\$ 245,000.00
MIDLAND STATES BANK CD	2/1/2021	0.750%	2/2/2024	\$ 245,000.00					\$ 245,000.00
VISION BANK CD	6/30/2021	0.750%	6/23/2023	\$ 245,000.00					\$ 245,000.00
AMERICAN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 980,000.00	0.00	0.00			\$ 980,000.00
CERTIFICATE OF DEPOSITS TOTALS:				\$ 1,625,841.77	\$ (3,791.32)	\$ 287.42	\$ -	\$ 1,512,626.28	\$ 2,114,754.27
MONEY MARKETS:									
IBN: MONEY MARKET				\$ 13,226.62		1,500,006.69		(1,512,338.86)	\$ 894.45
AMERICAN: MONEY MARKET				\$ 23.27	0.00	0.00		0.00	\$ 23.27
MONEY MARKET TOTALS:				\$ 13,249.89					\$ 917.72
GRAND TOTALS:				\$ 2,326,728.36	\$ (3,791.32)	\$ 1,500,294.11			\$ 3,823,231.15

Above 1,500,000.00 Entered into Account 250 Through A/P; No JE needed

ALLOCATIONS OF FUNDS:

PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	469,555.15	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	-	
TOTAL GENERAL FUND:		\$ 1,969,555.15
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,853,676.00	
TOTAL STORMWATER FUND:		\$ 1,853,676.00
TOTAL MARKET VALUE OF INVESTMENTS:		\$ 3,823,231.15

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


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

10/27/22
 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER

10/25/2022
 DATE

CITY OF WASHINGTON

Certificate of Appreciation

PRESENTED TO

Mark and Lisa Tobben

WHEREAS, Mark and Lisa Tobben have generously donated \$25,000.00 to the Rennick Riverfront Park; and

WHEREAS, the donation will be used to purchase a new playground.

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 Mark and Lisa Tobben for their generous donation to the Rennick Riverfront Park.


Mayor



November 7, 2022

Date



LEADERSHIP DEVELOPMENT
I N S T I T U T E

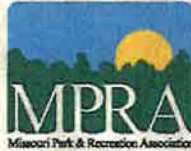
THIS CERTIFICATE IS PRESENTED TO

Chad Owens

This is to certify that the recipient of this certificate has fulfilled the requirements for successful completion of the

LYLE B. BEAVER
LEADERSHIP DEVELOPMENT INSTITUTE

OFFERED BY



October 6, 2022

DATE

A handwritten signature in blue ink, appearing to read 'Joseph D. Snook', is written over a horizontal line.

JOSEPH D. SNOOK
Leadership Development Institute Chair



November 1, 2022

City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

Dear City Council Members:

I herewith submit for your approval the appointment of James D. Hagedorn to the Board of Directors of the Phoenix Center II Community Improvement District with a term expiring November 2026.

Respectfully Submitted,

James D. Hagedorn
Mayor



November 1, 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 Phoenix Center Community Improvement District Board:

Joseph Vernaci – term expiring November 2026

Respectfully submitted,

James D. Hagedorn
Mayor



October 31, 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
Chase C. Wurth Police Officer	November 8, 2022	May 8, 2023 <i>(1st 6 months)</i>

Respectfully submitted,

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

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 31, 2022
TO: Mayor Doug Hagedorn
FROM: Chief Jim Armstrong
SUBJECT: Full Time Police Officer

Honorable Mayor,


I respectfully request that the following individual be presented to City Council for appointment to the City of Washington Police Department as a full time Police Officer. He will serve a six (6) month probation period and will be up for reappointment on May 7, 2023.

NAME	TERM BEGINS	TERM ENDS
Chase C. Wurth	November 8, 2022	May 8, 2023 (first six months)

Chase Wurth applied for a position as a police officer with the Washington Police Department in mid-September 2022. He has been employed by the City of Overland Missouri as a police officer for over five years. Wurth is a 2016 graduate of Eastern Missouri Police Academy. He also has a valid Class A peace officer license through the Missouri Peace Officer Standards and Training.

Wurth has expressed a desire to serve the community of Washington as a police officer. I believe Wurth has the service mindset that will make him a good fit for the Washington Police Department.

Written testing, physical standards testing, extensive background investigation and an interview by command staff and city staff was held; all with excellent results. I am confident in presenting Chase Wurth for approval as a police officer with the Washington Police Department.

Respectfully,

Chief Jim Armstrong

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 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, or up to twenty five (25), whichever is less. Notwithstanding the foregoing, the applicant may, subject to any limits contained in the City's Building and Fire Codes, increase the occupancy to thirty (30) for a period not to exceed thirty (30) days.
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 the Commercial Occupancy 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. The temporary shelter will be staffed twenty-four (24) hours a day, seven (7) days a week when there are occupants in the facility.
9. Weapons, alcohol, illegal drugs and paraphernalia will not be allowed on the property.
10. 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.
11. Applicant shall provide a vehicle for guest transportation.
12. This special use permit shall automatically expire and be of no further force or effect if the applicant or the owner of the property Forest Hills Properties, LLC transfers all or any part of their interest in the property to any person or entity other than a successor that is controlled by, controlling, or under common

control with applicant or the property owner Forest Hills Properties, LLC.

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 EXECUTION OF A CONTRACT WITH SPECIALIZED COMMERCIAL COATINGS, LLC FOR PAINTING OF THE HERITAGE PARK CABOOSE

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

SECTION 1: The Mayor is hereby authorized and directed to execute a contract by and between Specialized Commercial Coatings, LLC and the City of Washington, Missouri. A copy of the contract is attached and is marked as Exhibit A.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

**Specialized Commercial Coatings
LLC**

871 Midpoint Drive
O Fallon, MO 63366
636-333-9171
greg@scc-mo.com



Estimate

ADDRESS

Wayne Dunker
Washington Parks and
Recreation
405 Jefferson Street
Washington, MO 63090
USA

SHIP TO

Wayne Dunker
Washington Parks and
Recreation
301-399 W Front Street
Washington, MO 63090
USA

ESTIMATE # 1162

DATE 10/27/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mobile Sand Blasting	Dustless Blasting Restoration of train caboose - Wet Blast with baking soda and hold tight rust inhibitor. Drop cloth all four sides and bottom of train. Includes top and 4 sides and what can be seen of frame and wheels from sides. Does not include under carriage.	40	245.00	9,800.00
	Painting	Apply 2 coats of Benjamin Moore DTM to top, sides, wheels and frame on all areas that are blasted clean. Up to 2 colors included.	48	125.00	6,000.00
	Marketing Discount	Allow SCC and TTT to install their vinyl decal on exterior of caboose	1	- 2,000.00	-2,000.00

1. Pricing includes all materials needed for project
2. Project to be completed by Dec. 5, 2022 weather dependent
3. Contractor responsible for protecting surrounding areas while work is being done and notifying

SUBTOTAL	13,800.00
TAX	0.00
TOTAL	\$13,800.00

Proud partner of
FLANAGAN PAINT & SUPPLY
Locally Owned and Operated - Since 1950

surrounding businesses.

Accepted By

Accepted Date



November 7, 2022

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

RE: Heritage Park Caboose Painting

Honorable Mayor and City Council,

The caboose at Heritage Park has been in need of a paint job for some years. When I first took over the Director's position in January 2019, I hoped to secure a donation to cover a new paint job a donation never developed. Money was budgeted for this project in FY22 and again in FY23. Last year, Tyler King of Downtown Washington, Inc., helped secure a small grant of \$2,000 from Union Pacific to assist with the painting of the caboose. This project was put out to bid and the bids received ranged from \$13,800 to \$45,000. The project will consist of dustless blasting restoration (wet blast with baking soda and hold tight rust inhibitor) and two coats of commercial paint. The rusted metal spots will be repaired by a local company prior to painting. This project is weather dependent but Specialized Commercial Coatings, LLC would like to start the week of November 14. The project should take approximately two weeks. The goal is to have the caboose painted by early December, so it can be decorated for the holiday season.

Find in this packet an ordinance for your consideration that would enter the City into a contract with Specialized Commercial Coatings, LLC to blast and paint the caboose for \$13,800.00. The last time the caboose was painted was in November 2000.

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

Wayne Dunker, CPRP
Director of Parks & Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A QUOTE FROM COE EQUIPMENT INC. FOR THE PURCHASE OF A 6” LATERAL LAUNCH CAMERA SYSTEM 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 accept a quote from COE Equipment Inc. for the purchase of a 6” Lateral Launch Camera System. A copy of the quote is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2022/2023 Budget as follows:
Wastewater Fund 410 -- Increase of \$3,440 for Sewer camera inspection equipment (410-36-000-542200 Machinery & Equipment).

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

Coe Equipment Inc.

Quotation

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

Date	Quote #
10/21/2022	7597

Requested By
City of Washington 405 Jefferson Washington, MO 63090-2607

Ship To
City of Washington Public Works Dept. 4 Chamber Drive Washington, MO 63090-2607

Customer Contact	Quoted By	Sales Contact	Terms
Kerry / Kevin	Scott	Matt	Net 30
Description	Qty	Price Each	Total
LE3270-SK LE3270 6" -12" Includes tiger tail , wheels, tool kit and shipping crate	1	47,426.00	47,426.00T
Optional New Lateral Control Box - New tractor has back up camera (Requires new control box for feature to work, current box will run new style tractor)			
LE540 Add LETS Controller for PC1170 Operation	1	9,640.00	9,640.00T
Optional New Cameras - Can use old cameras			
ST930-SK ST930 Self-Leveling LED Mini-Camera and Case	1	3,718.00	3,718.00T
PE3601-LE32XX-SK PE3601 Pan and Tilt Push Camera and Kit for LETS Operation	1	19,308.00	19,308.00T
Missouri Municipal/Exempt from Sales Tax		0.00%	0.00
Plus freight and tax, as applicable. This quotation expires 30 days from the date shown above.		Quotation Total \$80,092.00	

Orders paid by credit card are subject to a 3% processing fee.

PLEASE DO NOT PAY FROM THIS DOCUMENT.



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: COE Equipment Sewer Camera Inspection Equipment
Date: 11/01/2022

Mayor and Council,

During the 2022/2023 budgeting process, the Wastewater Department requested a budget quote from COE Equipment to purchase a 6" Lateral Launch Camera System. They were the sole supplier. Through the period from budget request and actual ordering, the price of the camera system increased by \$3,440.

The Wastewater Department is requesting that you approve the request to amend the 2022/2023 Budget, and move forward with the purchase of the camera inspection system for the sum of \$80,092.00.

Thank You,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem".

Kevin Quaethem

Public Works Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT WITH CDG ENGINEERS, INC. FOR ENGINEERING DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE FRONT STREET ADA IMPROVEMENTS PROJECT

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Agreement by and between the City of Washington, Missouri and CDG Engineers, Inc. for Engineering Design and Construction Engineering Services associated with the Front Street ADA Improvements Project in the City of Washington, Missouri. A copy of the contract is attached and is marked as "Exhibit A". Said execution is subject to approval by MoDOT.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

"Exhibit A"

SPONSOR: City of Washington, Missouri
LOCATION: Front Street from Stafford Street to Jefferson Street
PROJECT: Front Street ADA Improvements STP-4940(607)

THIS CONTRACT is between the City of Washington, Missouri, hereinafter referred to as the "Local Agency", and CDG Engineers, Inc., hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Plan (STP), coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a two-inch asphalt resurfacing with full width cold mill, installation of brick paver intersection crossings, removal and replacement of sidewalks, curb ramps, and curb and gutter to meet ADA regulations from Stafford Street to Jefferson Street and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

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

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 12% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 12% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
EFK Moen, LLC 13523 Barrett Parkway Drive Suite 250 St. Louis, MO 63021	Survey	\$25,885.76	\$25,885.76	100%

TSi Geotechnical, Inc. 1340 North Price Road St. Louis, MO 63132	Material Testing & Sampling	\$12,325.00	12,325.00	100%
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ARTICLE III-ADDITIONAL SERVICES

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

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

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

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

ARTICLE V - PERIOD OF SERVICE

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

- A. PS&E Approval by MODOT shall be completed on September 20, 2024.

B. Construction Phase shall be completed 60 days after construction final completion schedule.

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

ARTICLE VI – STANDARDS

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

ARTICLE VII - COMPENSATION

Total Contract NTE \$219,500.00

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

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$12,646.04, with a ceiling established for said design services in the amount of \$129,700.00, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$9,210.81, with a ceiling established for said inspection services in the amount of \$89,800.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at N/A of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 169.486% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating

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

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall

have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
EFK Moen, LLC	13523 Barrett Parkway Drive Suite 250 St. Louis, MO 63021	Survey
TSi Geotechnical, Inc.	1340 North Price Road St. Louis, MO 63132	Material Testing & Sampling

ARTICLE X - PROFESSIONAL ENDORSEMENT

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

ARTICLE XI - RETENTION OF RECORDS

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

ARTICLE XII - OWNERSHIP OF DOCUMENTS

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

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. Without limiting its liability hereunder, (Engineer) shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance listing the City as an additional co-insured as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior to written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage for the liability assumed by (Engineer).

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

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

7d

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

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

ARTICLE XV - SUCCESSORS AND ASSIGNS

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

ARTICLE XVI - COMPLIANCE WITH LAWS

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

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE XVIII - NONDISCRIMINATION

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

ARTICLE XIX – LOBBY CERTIFICATION

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

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 1. Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

2. Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

<i>General Aggregate</i>	<i>\$3,000,000</i>
<i>Each Occurrence</i>	<i>\$1,000,000</i>

3. Automobile Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each occurrence, \$3 million aggregate.
4. Architect's and Engineer's Professional Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each occurrence, \$3 million aggregate.
5. The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage for the liability assumed by (Engineer).
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

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

Attachment A – Scope of Service

Attachment B - Estimate of Cost

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

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2022.

Executed by the City of Washington this __ day of _____, 2022.

FOR: CITY OF WASHINGTON, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: CDG ENGINEERS, INC.

BY: _____
Gregory E. Brunkhorst, Vice-President

ATTEST: _____
Daniel J. Rieck, Project Manager

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

City Finance Director

ATTACHMENT A

Scope of Services

ATTACHMENT A

SCOPE OF SERVICES (10/4/2022) (Revised 10/31/2022)

Project Summary: Front Street ADA Improvements, STP-4940(607). Design and construction inspection services for ADA and roadway resurfacing improvements along Front Street including a two-inch asphalt resurfacing with full width cold mill, installation of brick paver intersection crossings, removal and replacement of sidewalks, curb ramps, and curb and gutter to meet ADA regulations from Stafford Street to Jefferson Street.

I. Field Surveys and Data Collection Phase

- a. After Notice to Proceed (NTP) is issued by the City, the consultant shall attend a kickoff meeting and site walkthrough with the City to evaluate existing topographic conditions. The consultant shall prepare the meeting agenda, facilitate the meeting, and prepare and distribute a meeting record to the project team.
- b. A survey baseline (and/or construction centerline) will be established and tied to the nearest section corner.
- c. A right-of-way survey shall be performed for the length of the project.
- d. Land survey lines, all property lines, and at least one witnessed land corner tied to the project centerline. For platted areas, survey can alternatively show Lot, Block, and Subdivision for each parcel, and tie to any corner of record.
- e. Topography survey covering area sufficient for this ADA improvements and roadway resurfacing project. Survey limits shall extend 25 feet beyond the existing roadway edge of pavement sufficient to determine drainage patterns.
- f. Prepare design base map in AutoCAD format containing all visible planimetric features within the project limits. Develop digital terrain model (DTM) from survey data sufficient to create one-foot contours.
- g. Roadway cross-sections shall be obtained at 50-foot intervals.
- h. Locate existing utility facilities based on Missouri One Call System field locates.
- i. Vertical Control: a project benchmark shall be established and tied to the nearest USGS benchmark. Project elevations shall be issued on this newly established benchmark, referenced to the North American Vertical Datum of 1988.
- j. Horizontal Control: at least six (6) horizontal control points with reference ties shall be established, referenced to Missouri East State Plane Coordinates.
- k. After the field survey data has been obtained and platted, the Engineer will provide PDF drawings to the City as 22" x 34" plan sheets. Delivery method (paper or pdf electronic files) shall be at the City's discretion.

II. Conceptual Design Phase

- a. Develop Conceptual Plans that are approximately 20% complete. Said plans to include the following:
 - i. Cover sheet with legend, sheet index, location map and abbreviations.
 - ii. Proposed typical sections.
 - iii. Plan sheets drawn to a scale of 1" equals 20' horizontally, including existing property lines and easements (based on existing recorded documents at the County and field surveys). Approximated construction limits will be shown on the Plan sheets.
 - iv. Prepare a Conceptual Cost Estimate using MoDOT's unit bid price history and Engineer's historic bid tabulations.
- b. Perform initial pavement condition assessment review to identify anticipated limits of base repairs.
- c. Upon submission of the Conceptual Design package, the consultant will attend a design review meeting with City staff.

III. Permitting Phase

- a. Project will be processed as a Programmatic Categorical Exclusion. The consultant will coordinate submittals with MoDOT staff.
- b. After Conceptual Plans are approved by the City, the consultant shall prepare environmental and cultural submittal as part of the MoDOT online LPA Request for Environmental Review (RER). Section 106 (cultural resource) compliance is only required for parcels requiring property acquisition, not the entire project corridor. As such, a simple project description can be submitted, and a full-blown Section 106 investigation will be waived.
- c. U.S. Army Corps of Engineers 404, MoDNR 401, or FEMA Permits, including hydraulic calculations are not required and hours/fee are not included herein.

IV. Preliminary Design Phase

- a. After Conceptual Plans are approved by the City, develop Preliminary Plans that are approximately 50% complete. Said plans to include the following:
 - i. Cover sheet with legend, sheet index, location map and abbreviations.
 - ii. General notes sheet.
 - iii. Survey control sheet with reference ties depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
 - iv. Proposed typical sections.
 - v. Plan sheets drawn to a scale of 1" equals 20' horizontally, including existing property lines and

easements (based on existing recorded documents at the County and field surveys). Approximated construction limits will be shown on the Plan sheets.

- vi. Side road plan sheet for each of the abutting roadways, drawn to a scale of 1" equals 10' horizontally, as needed for clarity.
 - vii. Cross sections for mainline and side roads are not required and hours/fee are not included herein.
 - viii. Profiles at driveways and abutting roadways, drawn to a scale of 1" equals 5' horizontally and vertically, as needed.
 - ix. Construction details sheets.
 - x. Prepare a Cost Estimate using MoDOT's unit bid price history and Engineer's historic bid tabulations.
- b. In addition to the above Plan tasks, included in the Preliminary Plan stage is:
- i. If applicable, incorporate comments and components that may be identified in the MoDOT RER environmental review process.
 - ii. Utility Coordination: The consultant will provide a preliminary phase plan submittal to utility providers located in the project area. Plan set to include cover sheet, typical section sheets, and plan sheets. A PDF copy of this plan set will be forwarded to the utility companies. Upon request, electronic CAD files of the plan sheets can be made available to the utilities for their use. Utility relocations are not required and hours/fee for utility relocation coordination are not included herein.
 - iii. No public meeting or public involvement is required and hours/fee are not included herein.
- c. Geotechnical borings not required and hours/fee are not included herein. City to perform pavement cores along the project corridor in-house.
- d. Provide the City with a preliminary construction cost estimate.
- e. Right-of-Way and easement acquisitions are not required.
- f. Submit preliminary drawings to City for review and comment.
- g. Upon submission of the Preliminary Design package, the consultant will attend a design review meeting with City staff.
- h. Address City's Preliminary Design comments and re-submit Preliminary Design package to City for final review. Submit Preliminary Design package to MoDOT for review/approval.
- i. Receive approval of preliminary plans from MoDOT within the timeframe specified in the ESC.

V. Limited Right-of-Way Phase

- a. All work for the proposed improvements will be accomplished in existing City right-of-way or

easements and no new right-of-way or easements will be needed. Right-of-way plans need not be submitted to the City or MoDOT for this project. Consultant will submit a letter to MoDOT, seeking right-of-way clearance certification from MoDOT, confirming project can be constructed within existing City right-of-way and that existing right-of-way was obtained within FHWA required guidelines.

VI. Final Design Phase

- a. After written receipt of approval of the Preliminary Plans by the City and MoDOT, the consultant shall begin preparing the final design in accordance with the expectations of the City Project Manager or City Engineer in terms of constructability and material preference.
- b. Prepare Final Design Plans Including:
 - i. Cover Sheet with legend, sheet index, location map and abbreviations.
 - ii. General notes sheet.
 - iii. Survey control sheet with reference ties depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
 - iv. Summary of Quantities Sheet ("2A" Sheets), and a Summary of Quantities Sheet ("2B" Sheets) showing the breakdown of quantity locations. These sheets may be combined if space allows.
 - v. Proposed typical sections.
 - vi. Plan sheets drawn to a scale of 1" equals 20' horizontally, including existing property lines and easements (based on existing recorded documents at the County and field surveys). Approximated construction limits will be shown on the Plan sheets.
 - vii. Side road plan sheet for each of the abutting roadways, drawn to a scale of 1" equals 10' horizontally, as needed for clarity.
 - viii. Cross sections for mainline and side roads are not required and hours/fee are not included herein.
 - ix. Profiles at driveways and side roads, drawn to a scale of 1" equals 5' horizontally and vertically, as needed.
 - x. Construction details sheets.
 - xi. Traffic control and construction staging plans. It shall be assumed that at least one lane shall remain open to public travel at all times unless the consultant can reasonably justify a lack of feasibility for keeping the project limits open to public travel.
 - xii. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equals 20' horizontally.
- c. In addition to the aforementioned requirements, the following items and assumptions are also included in this phase of work:

- i. Attend a maximum of two (2) design progress review meetings with City, one of which will be a plan-in-hand type of site visit (Final Field Check), that will field verify the final design plan set against existing conditions. As part of this site visit, the final pavement condition assessment review will be performed to determine limits of base repairs.
 - ii. Final Utility Coordination: The consultant will provide a final phase plan submittal to utility providers located in the project area. Plan set to include cover sheet, typical section sheets, and plan sheets. A PDF copy of this plan set will be forwarded to the utility companies. Upon request, electronic CAD files of the plan sheets can be made available to the utilities for their use. Utility relocations are not required and hours/fee for utility relocation coordination are not included herein.
 - iii. Existing storm sewer structures are to be used in place and hours/fee are not included herein to relocate.
 - iv. Prepare working day study.
 - v. Prepare full Specification book including MoDOT boilerplate front-end and technical specifications (Job Special Provisions).
 - vi. Prepare final Engineer's Construction Cost Estimate in PDF and spreadsheet format and submit to City.
- d. Submit pre-final unsealed Plans, Specifications, and Estimate (PS&E) to City that are approximately 95% complete for comment within the timeframe specified in the ESC.
 - e. Revise Project Plans, Specifications, and Estimate (PS&E) based upon City comments.
 - f. Submit sealed/signed final Plans, Specifications, and Estimate (PS&E) to City for final review. Submit PS&E to MoDOT for review/approval.
 - g. Incorporate final comments from MoDOT into the plans and specifications. Make all necessary plan, specification, and estimate revisions in order to receive PS&E approval and Authority to advertise from MoDOT.
 - h. Provide City with PDF files of the project PS&E, a spreadsheet file (.csv, .xls) of the final cost estimate of cost, and a .dwg CAD file of the project plan sheets that are 100% complete. The consultant understands these files may be shared with other parties for the purposes of project development. City understands CAD files are not to be considered accurate enough to be used by a surveyor for project layout.

VII. Limited Bidding Phase

- a. City to manage Bidding Phase process (advertisement, copying and distribution of bid proposals and plans for bidding, issuing Addenda(s), etc.).
- b. Attend pre-bid meeting to answer prospective bidder's questions.
- c. Provide responses to bidder questions and prepare addendums, as necessary.

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- d. Review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, create Bid Tabulation with the latest Engineer's estimate and all bid received, and consult with City on award of bid. Assist City in requesting MoDOT concurrence of award of bid.

VIII. Construction Phase Services

NOTE: The actual time and related expenses expended by CDG during construction is greatly dependent on the City, other agencies, and which Contractor is successful in the upcoming construction bidding process. The Scope/Fee herein assumes a 90-calendar day construction schedule.

- a. Attend the pre-construction meeting with the selected contractor, where the important aspects of the plans and specification will be pointed out.
- b. Prepare project start-up submittal and send to MoDOT.
- c. Review up to twelve (12) construction mix designs, shop drawings, and material certifications submitted by the contractor for compliance with the contract documents.
- d. Attend and participate at up to six (6) progress meetings according to the City's and/or Contractor's schedule. Prepare and distribute meeting minutes following meetings.
- e. Provide part time daily construction observation for up to thirty-two (32) site visits, including assisting the City with documentation and record keeping. The City to keep and maintain the two daily project diaries (project inspector's diary and quantities/payment diary). For CDG site visits, CDG to provide updates to the City via phone/e-mail for City entries into the daily diaries. These items shall generally conform to Section 136.11 – Local Public Agency Construction of the MoDOT Engineering Policy Guide, and specifically to the General Documentation Requirements therein.

Work Layout Review: Review ongoing work by contractor for compliance with contract documents during site visits.

Maintain the books, documents, papers, accounting records, and other evidence pertaining to costs incurred. Such materials will be available at their office at all reasonable times during the contract period and for three (3) years after completion of the final audit, for inspection by the City, State, and Federal Highway Administration or their authorized representatives.

- f. Progress Reports: Submit up to three (3) monthly reports to the MoDOT representative, copied to City, stating the progress of the work. Reporting forms shall be similar to Figure 136.11.3 of the Engineering Policy Guide.
- g. Materials Testing: CDG Engineers, Inc. has included a testing allowance in our proposal. CDG intends to hire TSi Geotechnical, Inc. as a testing subconsultant on an as needed basis. The level of testing is assumed to be per the MoDOT LPA manual. The anticipated testing allowance could include concrete, asphalt, and/or embankment compaction sampling and testing. A schedule of the TSi unit test costs will be provided to the City and tests will be invoiced at those unit costs plus CDG's time for supervision and handling against the testing allowance
- h. Review up to three (3) contractor's pay requests and recommend payment.
- i. Invoices: Prepare up to three (3) progress and final invoices for submission to the State by the City for reimbursement of construction and observation costs. Progress and final invoices shall follow the

procedures in Section 136.11.13 of the MoDOT Engineering Policy Guide.

- j. Change Orders: Assist City to write and initiate changes to the construction contract up to four (4) times in a MoDOT approved format. City to obtain MoDOT approval prior to beginning the additional work and final approval and signature on the change order(s).
- k. Labor Wage Rate Interviews (up to six, 6): Conduct one (1) wage rate interview every two (2) weeks up to six (6) times, which shall be documented on a form similar to Figure 136.11.7 of the MoDOT Engineering Policy Guide.
- l. Attend and write final inspection reviews and punch lists in the MoDOT approved format. Monitor corrective work and prepare final punch list review for City and MoDOT approval.
- m. Final Certifications: Provide to the City for submission to the State, final certification letters and documentation as required in Section 136.11.20 of the MoDOT Engineering Policy Guide.
- n. Attend the final walk-through to assure the project was constructed according to the plans and specifications so the City can complete close out documents.

IX. Services Not Included

- a. Construction surveying. Construction layout surveying shall be performed by the Contractor and included in their bid.
- b. Right-of-way acquisition services.
- c. Preparation of as-built record drawings.
- d. Construction phase services other than those specifically described above.
- e. Maintaining daily project dairies (1. Daily project inspector's diary; 2. Daily quantities/payment diary).

ATTACHMENT B
ESTIMATE OF COST

**Front Street ADA Improvements
Stafford Street to Jefferson Street
Federal Project No. STP-4940(607)**



By: Daniel J. Rieck, P.E., LSIT
October 18, 2022

**ATTACHMENT B
ESTIMATE OF COST - PRELIMINARY ENGINEERING
Fee Summary Page**

CDG Engineers, Inc.

	Hours	Cost
Project Administration	50.0	\$2,303.80
Field Surveys and Data Collection Phase	43.0	\$2,045.78
Conceptual Design Phase	82.0	\$3,665.94
Permitting Phase	30.0	\$1,336.37
Preliminary Design Phase	173.5	\$7,763.62
Limited Right-of-Way Phase	7.0	\$323.53
Final Design Phase	323.5	\$13,961.79
Limited Bidding Phase	46.0	\$2,118.13
	<hr/>	<hr/>
Subtotal	755.0	\$33,518.95
x Overhead Multiplier (169.486%)		<hr/>
		\$56,809.93
		<hr/>
		\$90,328.88
+ Fixed Fee (14%)		<hr/>
		\$12,646.04
Subtotal (CDG Labor)		<hr/>
		\$102,974.92

Reimbursable Expenses

Materials & Supplies	\$164.32
Prints/Copies	\$100.00
Travel (920 miles at 0.625 cents per mile)	\$575.00
	<hr/>
Subtotal (Reimbursable Expenses)	\$839.32

Sub-Consultants

EFK Moen, LLC. (EFK) - Survey	\$25,885.76
	<hr/>
Subtotal (Sub-Consultants)	\$25,885.76

PRELIMINARY ENGINEERING FEE \$129,700.00

Note:

1) CDG using estimated 2023 labor rates for Preliminary Engineering

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By: Daniel J. Rieck, P.E., LSIT
 October 18, 2022

ATTACHMENT B
SUMMARY OF COST - PRELIMINARY ENGINEERING
 Hour/Fee Estimate

	PROJ. PRIN.	PROJ. MGR.	SR. ENGR.	PROJ. ENGR.	DES. ENGR.	CAD TECH.	ADMIN.	HOURS TOTAL	COST TOTAL
Hourly Rate (Year 2023) =	\$67.35	\$53.17	\$61.77	\$44.53	\$31.86	\$31.57	\$33.18		
1. Project Administration									
1.1 Contract Administration									
1.1.1 General Project Administration	4.0	8.0	0.0	0.0	0.0	0.0	8.0	20.0	\$ 960.20
1.1.2 Monthly Invoices (Assume 28)	2.0	14.0	0.0	0.0	0.0	0.0	14.0	30.0	\$ 1,343.60
SUBTOTAL	6.0	22.0	0.0	0.0	0.0	0.0	22.0	50.0	\$ 2,303.80
2. Field Surveys and Data Collection Phase									
2.1 Surveying									
2.1.1 Obtain and Review Existing Project Information	1.0	2.0	0.0	2.0	0.0	0.0	0.0	5.0	\$ 262.75
2.1.2 Coordinate Surveying (by EFK Moen)	0.0	4.0	0.0	0.0	0.0	0.0	0.0	4.0	\$ 212.68
2.1.3 Survey Review and Submittal to City	0.0	1.0	0.0	4.0	0.0	0.0	0.0	5.0	\$ 231.29
2.2 Data Collection									
2.2.1 Scoping Meeting & Site Walk (With and Without City)	4.0	8.0	0.0	8.0	8.0	0.0	1.0	29.0	\$ 1,339.06
SUBTOTAL	5.0	15.0	0.0	14.0	8.0	0.0	1.0	43.0	\$ 2,045.78
3. Conceptual Design Phase									
3.1 Conceptual Plans									
3.1.1 Title and Index Sheet (1 Sheet)	0.0	0.5	0.0	2.0	0.0	0.0	0.0	2.5	\$ 115.65
3.1.2 Typical Sections (1 Sheet)	0.0	0.5	0.0	2.0	0.0	0.0	0.0	2.5	\$ 115.65
3.1.3 Plan Sheets (6 Sheets)	1.0	2.0	1.0	24.0	8.0	4.0	0.0	40.0	\$ 1,685.34
3.2 Other Conceptual Design Tasks									
3.2.1 Construction Cost Estimate (including Quantity Takeoff)	1.0	1.0	1.0	8.0	0.0	0.0	1.0	12.0	\$ 571.71
3.2.2 Submit Conceptual Plans to City	0.0	1.0	1.0	2.0	0.0	0.0	0.0	4.0	\$ 204.00
3.2.3 Initial Pavement Condition Assessment Review	0.0	0.0	0.0	6.0	6.0	0.0	0.0	12.0	\$ 458.34
3.2.6 Conceptual Design Review Meeting with City	4.0	4.0	0.0	0.0	0.0	0.0	1.0	9.0	\$ 515.26
SUBTOTAL	6.0	9.0	3.0	44.0	14.0	4.0	2.0	82.0	\$ 3,665.94
4. Permitting Phase									
4.1 Permitting									
4.1.1 MoDOT Online LPA Request for Environmental Review (RER)	0.0	2.0	0.0	16.0	0.0	0.0	1.0	19.0	\$ 852.00
4.1.2 Obtain CE Determination	0.0	0.0	0.0	2.0	0.0	0.0	1.0	3.0	\$ 122.24
4.1.3 Section 106 Form (Assume City Provides Photos, Site Plan, Historic Maps, etc.)	0.0	0.0	1.0	4.0	0.0	0.0	1.0	6.0	\$ 273.07
4.1.4 Threatened & Endangered Species Clearance (Assume No Tree Survey)	0.0	0.0	0.0	2.0	0.0	0.0	0.0	2.0	\$ 89.06
SUBTOTAL	0.0	2.0	1.0	24.0	0.0	0.0	3.0	30.0	\$ 1,336.37
5. Preliminary Design Phase									
5.1 Preliminary Plans									
5.1.1 Title and Index Sheet (1 Sheet)	0.0	0.5	0.0	2.0	0.0	0.0	0.0	2.5	\$ 115.65
5.1.2 General Notes (1 Sheet)	0.0	1.0	0.0	2.0	0.0	0.0	0.0	3.0	\$ 142.23
5.1.3 Survey Control Sheet (1 Sheet)	0.0	0.5	0.0	2.0	0.0	0.0	0.0	2.5	\$ 115.65
5.1.5 Typical Sections (1 Sheet)	0.0	0.5	0.0	2.0	2.0	0.0	0.0	4.5	\$ 179.37
5.1.6 Plan Sheets (6 Sheets)	1.0	2.0	2.0	24.0	8.0	4.0	0.0	41.0	\$ 1,747.11
5.1.7 Enlarged Plan Sheets at Side Roads, As Needed (7 Sheets)	0.0	1.0	0.0	14.0	4.0	2.0	0.0	21.0	\$ 867.17
5.1.8 Profiles at Driveways and Side Roads, As Needed (4 Sheets)	0.0	1.0	0.0	8.0	4.0	2.0	0.0	15.0	\$ 599.98
5.1.9 Details (3 Sheet)	0.0	1.0	0.0	8.0	2.0	4.0	0.0	15.0	\$ 599.41
5.2 Other Preliminary Design Tasks									
5.2.1 Utility Coordination	0.0	2.0	0.0	12.0	0.0	0.0	2.0	16.0	\$ 707.06
5.2.2 Preliminary Design Review Meeting with City	4.0	4.0	0.0	0.0	0.0	0.0	1.0	9.0	\$ 515.26
5.2.3 Construction Cost Estimate (including Quantity Takeoff)	1.0	1.0	1.0	8.0	0.0	0.0	1.0	12.0	\$ 571.71
5.2.4 Submit Preliminary Plans to City	0.0	1.0	1.0	2.0	0.0	0.0	0.0	4.0	\$ 204.00
5.2.5 Incorporate City Comments & Resubmit	0.0	1.0	1.0	8.0	0.0	0.0	0.0	10.0	\$ 471.18
5.2.6 Submit Preliminary Plans to MoDOT	0.0	1.0	1.0	2.0	0.0	0.0	0.0	4.0	\$ 204.00
5.2.7 Public Meeting / Public Involvement	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
5.3 Quality Assurance Review	1.0	1.0	4.0	8.0	0.0	0.0	0.0	14.0	\$ 723.84
SUBTOTAL	7.0	18.5	10.0	102.0	20.0	12.0	4.0	173.5	\$ 7,763.62
6. Limited Right-of-Way Phase									
6.1 Right-of-Way Clearance Certification									
6.1.1 Letter Request for ROW Clearance Certification (No ROW Plans, No Takings)	0.0	2.0	1.0	2.0	0.0	0.0	2.0	7.0	\$ 323.53
6.1.2 Right-of-Way Plan Sheets	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
6.1.3 Easement Plats and Written Descriptions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
6.1.4 Right-of-Way Plan and Easement Quality Assurance Review	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
SUBTOTAL	0.0	2.0	1.0	2.0	0.0	0.0	2.0	7.0	\$ 323.53

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By: Daniel J. Rieck, P.E., LSIT
 October 18, 2022

ATTACHMENT B
SUMMARY OF COST - PRELIMINARY ENGINEERING
Hour/Fee Estimate

	PROJ. PRIN.	PROJ. MGR.	SR. ENGR.	PROJ. ENGR.	DES. ENGR.	CAD TECH.	ADMIN.	HOURS TOTAL	COST TOTAL
Hourly Rate (Year 2023) =	\$67.35	\$53.17	\$61.77	\$44.53	\$31.86	\$31.57	\$33.18		
7. Final Design Phase									
7.1 Final Plans									
7.1.1 Title and Index Sheet (1 Sheet)	0.0	0.5	0.0	1.0	0.0	0.0	0.0	1.5	\$ 71.12
7.1.4 General Notes (1 Sheet)	0.0	0.5	0.0	1.0	0.0	0.0	0.0	1.5	\$ 71.12
7.1.5 Survey Control Sheet (1 Sheet)	0.0	0.0	0.0	1.0	0.0	0.0	0.0	1.0	\$ 44.53
7.1.2 Summary of Quantities (4 Sheets)	0.0	1.0	1.0	4.0	24.0	2.0	0.0	32.0	\$ 1,120.84
7.1.3 Typical Sections (1 Sheet)	0.0	0.5	0.0	1.0	0.0	2.0	0.0	3.5	\$ 134.26
7.1.4 Plan Sheets (6 Sheets)	1.0	2.0	2.0	40.0	8.0	4.0	0.0	57.0	\$ 2,459.59
7.1.5 Enlarged Plan Sheets at Side Roads, As Needed (7 Sheets)	0.0	1.0	0.0	7.0	0.0	2.0	0.0	10.0	\$ 428.02
7.1.6 Profiles at Driveways and Side Roads, As Needed (4 Sheets)	0.0	1.0	0.0	4.0	0.0	2.0	0.0	7.0	\$ 294.43
7.1.7 Details (3 Sheets)	0.0	1.0	0.0	8.0	0.0	2.0	0.0	11.0	\$ 472.55
7.1.8 Traffic Control and Construction Staging Plans (3 Sheets)	0.0	1.0	0.0	12.0	4.0	2.0	0.0	19.0	\$ 778.11
7.1.9 Erosion Control Plans (4 Sheets)	0.0	1.0	0.0	8.0	0.0	0.0	0.0	9.0	\$ 409.41
7.2 Other Final Design Tasks									
7.2.1 Design Progress Review Meeting with City (Assume 1)	0.0	4.0	0.0	4.0	0.0	0.0	1.0	9.0	\$ 423.98
7.2.2 Final Plan Field Check & Pavement Condition Assessment with City	0.0	4.0	0.0	4.0	0.0	0.0	1.0	9.0	\$ 423.98
7.2.3 Utility Coordination	0.0	2.0	0.0	8.0	0.0	0.0	1.0	11.0	\$ 495.76
7.2.4 Working Day Study	0.0	1.0	0.0	4.0	0.0	0.0	0.0	5.0	\$ 231.29
7.2.5 Construction Cost Estimate	1.0	2.0	0.0	8.0	0.0	0.0	1.0	12.0	\$ 563.11
7.2.6 Specifications (Including Job Special Provisions)	1.0	2.0	0.0	40.0	0.0	0.0	14.0	57.0	\$ 2,419.41
7.2.7 Submit Pre-Final Plans to City	0.0	2.0	0.0	2.0	0.0	0.0	0.0	4.0	\$ 195.40
7.2.8 Incorporate City Pre-Final Comments & Resubmit	0.0	1.0	0.0	8.0	0.0	0.0	0.0	9.0	\$ 409.41
7.2.9 MoDOT PS&E Checklist	0.0	4.0	0.0	8.0	0.0	0.0	1.0	13.0	\$ 802.10
7.2.10 Submit Pre-Final Plans to MoDOT	0.0	1.0	1.0	2.0	0.0	0.0	0.0	4.0	\$ 204.00
7.2.11 Public Meeting / Public Involvement	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
7.2.12 Incorporate MoDOT Comments and Submit 100% Signed/Sealed PS&E	0.0	1.0	0.0	12.0	0.0	2.0	1.0	16.0	\$ 683.85
7.2.13 Submit 100% Electronic Files in Native File Formats & PDF to City	0.0	1.0	0.0	2.0	0.0	4.0	1.0	8.0	\$ 301.69
7.3 Quality Assurance Review	1.0	1.0	4.0	8.0	0.0	0.0	0.0	14.0	\$ 723.84
SUBTOTAL	4.0	35.5	8.0	197.0	36.0	22.0	21.0	323.5	\$ 13,961.79
8. Limited Bidding Phase									
8.1 Construction Services									
8.1.1 Attend Pre-Bid Meeting	0.0	4.0	0.0	4.0	0.0	0.0	1.0	9.0	\$ 423.98
8.1.2 Respond to County RFI's (Assume 4) and Prepare Addendums (Assume 2)	0.0	6.0	0.0	16.0	0.0	0.0	2.0	24.0	\$ 1,097.86
8.1.3 Consultation to Assist City in Evaluating Bids	1.0	2.0	0.0	8.0	0.0	0.0	2.0	13.0	\$ 596.29
SUBTOTAL	1.0	12.0	0.0	28.0	0.0	0.0	5.0	46.0	\$ 2,118.13
TOTAL	29.0	116.0	23.0	411.0	78.0	38.0	60.0	755.0	\$ 33,518.95

**Front Street ADA Improvements
Stafford Street to Jefferson Street
Federal Project No. STP-4940(607)**



By: Daniel J. Rieck, P.E., LSIT
October 18, 2022
Revised: October 31, 2022

**ATTACHMENT B
ESTIMATE OF COST - CONSTRUCTION ENGINEERING
Fee Summary Page**

CDG Engineers, Inc.

	Hours		Cost
Project Administration	17.0	\$	889.15
Construction Phase	484.0		\$23,524.56
	<u>Subtotal</u>		<u>\$24,413.71</u>
	x Overhead Multiplier (169.486%)		<u>\$41,377.82</u>
			\$65,791.53
	+ Fixed Fee (14%)		<u>\$9,210.81</u>
	Subtotal (CDG Labor)		<u>\$75,002.34</u>

Reimbursable Expenses

Materials & Supplies	\$135.16
Prints/Copies	\$50.00
Travel (3,660 miles at 0.625 cents per mile)	<u>\$2,287.50</u>
Subtotal (Reimbursable Expenses)	<u>\$2,472.66</u>

Sub-Consultants

TSi Geotechnical, Inc. (TSi) - Materials Testing	<u>\$12,325.00</u>
Subtotal (Sub-Consultants)	<u>\$12,325.00</u>

CONSTRUCTION ENGINEERING FEE \$89,800.00

Note:

- 1) CDG using estimated 2025 labor rates for Construction Engineering
- 2) Estimate assumes 90 calendar day construction schedule

7d

By: Daniel J. Rieck, P.E., LSIT
 October 18, 2022
 Revised: October 31, 2022

ATTACHMENT B
 SUMMARY OF COST - CONSTRUCTION ENGINEERING
 Hour/Fee Estimate

	PROJ. PRIN.	PROJ. MGR.	SR. ENGR.	PROJ. ENGR.	DES. ENGR.	CAD TECH.	ADMIN.	HOURS TOTAL	COST TOTAL
Hourly Rate (Year 2025) =	\$74.25	\$58.62	\$68.10	\$49.09	\$35.12	\$34.81	\$36.56		
1. Project Administration									
1.1 Contract Administration									
1.1.1 General Project Administration	2.0	4.0	0.0	0.0	0.0	0.0	4.0	10.0	\$ 529.30
1.1.2 Monthly Invoices (Assume 6)	1.0	3.0	0.0	0.0	0.0	0.0	3.0	7.0	\$ 359.85
SUBTOTAL	3.0	7.0	0.0	0.0	0.0	0.0	7.0	17.0	\$ 889.15
2. Construction Phase									
2.1 Construction Services (Assume 90 Calendar Day Construction Schedule)									
2.1.1 Construction Startup	0.0	0.0	0.0	10.0	0.0	0.0	6.0	16.0	\$ 710.38
2.1.2 Attend Pre-Construction Meeting	0.0	4.0	0.0	8.0	0.0	0.0	2.0	14.0	\$ 700.36
2.1.3 Construction Startup Summary to MoDOT	0.0	1.0	0.0	2.0	0.0	0.0	1.0	4.0	\$ 193.38
2.1.4 Review Contractor Shop Drawing Submittals (Assume 12)	2.0	4.0	0.0	24.0	0.0	0.0	12.0	42.0	\$ 2,000.10
2.1.5 Progress Meetings (Assume 6)	0.0	6.0	0.0	18.0	0.0	0.0	6.0	30.0	\$ 1,454.82
2.1.6 Respond to Contractor Questions (Assume 10)	4.0	8.0	0.0	40.0	0.0	0.0	8.0	60.0	\$ 3,022.20
2.1.7 Construction Site Observations (Including 32 Daily Updates via Phone/E-mail to City for Project Diaries; City Completes Project Diaries for Project) (Assume 64 32 Visits)	0.0	0.0	0.0	128.0	0.0	0.0	0.0	128.0	\$ 6,283.52
2.1.8 Monthly Progress Reports to MoDOT (Assume 3)	0.0	1.5	0.0	6.0	0.0	0.0	1.5	9.0	\$ 437.34
2.1.9 Coordinate Materials Testing (by TSI)	0.0	1.0	0.0	24.0	0.0	0.0	0.0	25.0	\$ 1,236.78
2.1.10 Review Contractor Monthly Pay Requests (Assume 3)	0.0	1.5	0.0	6.0	0.0	0.0	1.5	9.0	\$ 437.34
2.1.11 Create Invoices for Reimbursement (Assume 36 3)	0.0	1.5	0.0	6.0	0.0	0.0	1.5	9.0	\$ 437.34
2.1.12 Draft and Execute Change Orders (Assume 4)	2.0	4.0	0.0	12.0	0.0	0.0	4.0	22.0	\$ 1,118.38
2.1.13 Review Contractor Weekly Certified Payrolls (Assume 12)	0.0	0.0	0.0	6.0	0.0	0.0	12.0	18.0	\$ 733.50
2.1.14 DBE CUF Interviews (Assume 3)	0.0	0.0	0.0	3.0	0.0	0.0	0.0	3.0	\$ 147.27
2.1.15 Wage Rate Interviews (Assume 6)	0.0	0.0	0.0	6.0	0.0	0.0	0.0	6.0	\$ 294.54
2.1.16 Final Inspection Reviews/Punch Lists	1.0	4.0	0.0	8.0	0.0	0.0	1.0	14.0	\$ 738.03
2.1.17 Confirm Final Certifications	0.0	1.0	0.0	4.0	0.0	0.0	1.0	6.0	\$ 291.56
2.1.18 Final Project Walk-Through	0.0	4.0	0.0	4.0	0.0	0.0	1.0	9.0	\$ 467.42
2.1.19 Closeout Documentation	0.0	0.0	0.0	50.0	0.0	0.0	10.0	60.0	\$ 2,820.30
SUBTOTAL	9.0	41.5	0.0	365.0	0.0	0.0	68.5	494.0	\$ 23,524.56
TOTAL	12.0	48.5	0.0	365.0	0.0	0.0	75.5	501.0	\$ 24,413.71

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Front Street Improvements
City of Washington, MO
October 12, 2022

	Survey Hours		Cost
Professional Surveying Services	242	\$	8,491.34
Total Hours	242	\$	8,491.34
	Overhead	157.950%	\$ 13,412.07
		Subtotal	\$ 21,903.41
	Fixed Fee	15.00%	\$ 3,285.51
		Subtotal	\$ 25,188.92
	FCCM	0.11%	\$ 9.34
		Subtotal	\$ 25,198.26
Other Direct Costs			
Mileage: 10 roundtrips of 82 miles at \$0.625 per mile		\$	512.50
Court House Research		\$	175.00
Preparation of Easement Exhibits and Descriptions: NOT INCLUDED			
Title Commitments: NOT INCLUDED			
		Subtotal	\$ 687.50
CONTRACT CEILING		\$	25,885.76

EFK Moen, LLC Design Hours

Front Street Improvements
 City of Washington, MO
 October 12, 2022

Field Surveys and Data Collection Phase	Survey-hours				Total Hours	Total Cost
	Project Manager	Senior Survey Crew Chief	Intermediate Instrument Operator	Survey Technician		
Task Description	\$ 75.25	\$ 40.55	\$ 19.65	\$ 34.21		
Surveying Services						
Establish Project Control w/three point ties		6	6		12	\$ 361.20
Run Benchmark Loop		4	4		8	\$ 240.80
Utility Research/USIC				4	4	\$ 136.84
Property Research				6	6	\$ 205.26
Topography Survey		40	40		80	\$ 2,408.00
Mapping and Drafting				40	40	\$ 1,368.40
Search for and locate Survey Monumentation		24	24		48	\$ 1,444.80
Resolve Existing Right of Way	16			24	40	\$ 2,025.04
QC/QA	4				4	\$ 301.00
Total Survey-hours	20	74	74	74	242	
Total Cost	\$ 1,505.00	\$ 3,000.70	\$ 1,454.10	\$ 2,531.54		\$ 8,491.34

7d



October 31, 2022

Mr. Dan Rieck
CDG ENGINEERS, INC
One Campbell Plaza
St. Louis, MO 63139

**Re: Proposal for Material Testing Services
Front Street Improvements
Washington, Missouri
TSi Proposal No: SLM22114.00**

Dear Mr. Rieck:

TSi Geotechnical, Inc. (TSi) , a **M/D/WBE** firm, is pleased to submit this proposal to CDG Engineers (CDG) to provide material inspections services during roadway improvement project on Front Street in Washington, Missouri

1.0 PROJECT UNDERSTANDING

We understand the project consists of the reconstruction of the existing roadway on Front Street from Jefferson to Stafford. These improvements will include new curb & gutter, sidewalks, driveway/street aprons, along with overlay of the existing asphalt roadway.

2.0 SCOPE OF SERVICES

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

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

- Perform quality control tests on concrete delivered to the project site. This would include slump (ASTM C 143), air entrainment (ASTM C 173 or C 231), temperature test (ASTM C 1064), and preparation of test cylinders (ASTM C 31). Three (3) test cylinders will be cast for every 100 cubic-yards or fraction thereof for each day's placement. TSi will also perform concrete compressive strength tests (ASTM C 39) on test cylinders made in the field.
- Obtain sample of concrete aggregate for purpose of running gradation test on the coarse and fine agg.
- During Asphalt placement, obtain one loose mix sample each day for purpose of AC and gradation testing.
- After asphalt placement, obtain cores to verify density of asphalt.

TSi will utilize, **Interstate**, a highly qualified firm as a subcontractor to us on this project to assist with some portions of the scope of work such as AC and gradation testing..

3.0 STAFFING & DOCUMENTATION

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

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

4.0 ASSUMPTIONS/CLARIFICATIONS

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

1. Proposal was put together to maximize testing while meeting the requirements for FAST.
2. For estimating purposes, it is assumed that the contractor will take 2-days to place asphalt.
3. To maximize the testing, it is assumed that coring will take place after all asphalt has been placed.
4. As the project is not scheduled to start construction until 2025, unit rates are projected rates for that year.
5. Due to variability in actual construction schedule, actual number of trips required to perform aforementioned scope of work could vary.

5.0 ESTIMATED COST

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

TSi estimates the cost associated with the construction and materials testing services to be:
~~\$12,235.00~~ \$12,325.00 (DJR, 10/31/2022)

This cost estimate is based only upon initial testing. Retests of failed areas will be performed in accordance with the attached Summary of Unit Rates.

7.0 PROJECT LIMITATIONS

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


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

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

Sincerely,
TSi GEOTECHNICAL, INC.



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



Denise B. Hervey, P.E.
Principal

**Summary of Unit Rates [Valid for 90-days]
Front Street Improvements
Washington, Missouri**

Personnel

Technician	\$ 66.00/hour
Coring Crew	\$ 132.00/hour
Project Manager	\$ 135.00/hour
Project Assistant	\$ 50.00/hour

Equipment

Trip Charge	\$ 70.00/trip
Nuclear Gauge (ASTM D 6938)	\$ 40.00/ day
Core Charge(includes core machine+generator, patching, bit charges)	\$ 360.00/day

Laboratory - Soils

Standard Proctor (ASTM D 1557) Method A/B	\$225.00/test
Standard Proctor (ASTM D 698) Method C	\$235.00/test
Atterberg Limit (ASTM D 4318)	\$85.00/test

Laboratory - Aggregate

Sieve Analysis of Aggregate (ASTM C 136)	\$ 100.00/test
Aggregate # 200 Wash (ASTM C 117)	\$ 45.00/test

Laboratory – Concrete/Masonry/Asphalt

Compressive Strength Concrete Test Cylinder (ASTM C 39)	\$ 20.00/test
Cylinder Molds	\$ 1.60/mold
Spare Cylinder not Tested	\$ 12.00/test
AC+Gradation	\$ 210.00/test
Core Densities	\$ 50.00/test

TSi Geotechnical, Inc.
Summary Time and Materials Estimate
Front Street Improvements
Washington, Missouri

10/31/2022
page 1

Materials Testing

Assumptions: Based on Provided Preliminary Quantities/Probabale construction cost

1. Two (2) trip at three hours to obtain proctor and concrete aggregates.
2. Ten (10) trips at five (5) hours to test concrete for curbs, sidewalks drivewat/street aprons.
3. Two (2) trips at five (5) hours to test compaction of aggregate base.
4. Ten (10) trips at one (1) hours to p/u cylinders and return to lab.
5. Two (2) days at five (5) hours to grab asphalt samples and take a few density checks.
6. One (1) day at eight (8) hours for 2-person coring crew to obtain cores for density.

MODOT Technician	86.00	hours	@	\$ 66.00	hour	\$ 5,676.00
Trip Charge	27.00	days	@	\$ 70.00	day	1,890.00
Nuclear Density Guage	4.00	days	@	\$ 40.00	day	160.00
Test cylinders, ASTM C 39	30.00	cylinders	@	\$ 20.00	test	600.00
Cylinder molds	30.00	molds	@	\$ 1.60	mold	48.00
Standard Proctor (D698)	1.00	tests	@	\$ 235.00	test	235.00
Gradation	4.00	tests	@	\$ 100.00	test	400.00
Coring Crew	8.00	hours	@	\$ 132.00	hour	1,056.00
Core Charge	1.00	days	@	\$ 360.00	day	360.00
Core Densities	8.00	tests	@	\$ 50.00	test	400.00
AC content+gradation	2.00	tests	@	\$ 210.00	test	420.00
Project Manager	8.00	hours	@	\$ 135.00	hour	1,080.00
				Total		\$ 12,325.00

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ATTACHMENT C

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

INSTRUCTIONS FOR CERTIFICATION

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

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

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

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

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

ATTACHMENT D

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

INSTRUCTIONS FOR CERTIFICATION

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

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

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

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

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other

organizations that provide assistance in the recruitment and placement of DBE firms.

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

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

Firm Name (Consultant): CDG Engineers, Inc.

Project Owner (LPA): City of Washington, Missouri

Project Name: Front Street ADA Improvements

Project Number: STP-4904(607)

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

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

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

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

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

LPA

Consultant

Printed Name: _____

Printed Name: Daniel J. Rieck

Signature: _____

Signature:  _____

Date: _____

Date: 10/31/2022



October 31, 2022

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

**RE: Front Street ADA Improvements Project, STP-4940(607)
Professional Service Contract**

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Find enclosed an ordinance that would allow the City to enter into a contract with CDG Engineers, Inc. for engineering services for the subject project between Stafford and Jefferson Streets. This project includes a two inch asphalt overlay with full width cold milling and sidewalk, curb and gutter and access ramp replacement including ADA accessibility upgrades, removing and replacing storm sewer inlets and improving street crossing with street pavers.

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

Approval is recommended.

Cost of the project:

DESIGN costs not to exceed.....	\$129,700.00
CONSTRUCTION INSPECTION costs not to exceed.....	<u>\$ 89,800.00</u>
Total.....	\$219,500.00

7d

Budget Information:

The cost estimate for construction is \$887,000. The total project costs including design, right of way acquisition, construction oversight and construction are \$1,057,000. The federal participation for the entire project will be \$845,600 and the City's share will be \$211,400. The current schedule is for construction in 2025. This ordinance is contingent upon MoDOT approval which is anticipated subsequent to City approval.

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

Respectfully Submitted,



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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND FEBRUARY PROPERTIES, LLC

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 Release and Settlement Agreement by and between the City of Washington, Missouri and February Properties, LLC, 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

EXHIBIT I

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of November, 2022, by and between the City of Washington, Missouri (the "City"), whose address is 405 Jefferson Street, Washington, Missouri 63090, and February Properties, LLC, whose address is 482 Hill Drive Ct, Eureka, Missouri 63025 ("FP").

WHEREAS, FP is the owner of the real property known and numbered as 604 Hancock Street, Washington, Missouri (the "Property"), which Property was acquired at a Sheriff's Sale; and

WHEREAS, the City desires to purchase the Property from FP; and

WHEREAS, the Property was previously owned by Julie Howell but was sold at Sherriff's Sale to FP; and

WHEREAS, Ms. Howell has threatened to bring legal action against FP.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the City and FP do hereby covenant and agree as follows:

1. Payment. Upon the execution of this Agreement, the City shall pay FP Two Thousand and 00/100 Dollars (\$2,000.00) and FP shall convey the Property to the City by Quit Claim Deed, the form of which is marked Exhibit A and is attached hereto and incorporated herein by reference.

2. Specific Release. City, for itself, its successors and assigns, and its past, present and future employees, agents, attorneys, representatives, partners, trustees and beneficiaries hereby expressly releases and forever discharge FP, including its successors and assigns, and its past, present and future employees, agents, attorneys, representatives, partners, trustees and beneficiaries, from any and all actions, suits, causes of action, damages, loss, claims and demands whatsoever, which have arisen or which may arise as a result of FP's purchase and ownership of the Property.

3. Indemnification by City. To the extent permitted by law, City hereby agrees to fully pay, protect, defend, indemnify and hold harmless FP and its past, present and future officers, officials, employees, agents, attorneys, representatives, and successors and assigns of each of them in their capacity as such, from any and all

Damages incurred by any of them arising out of, resulting from, relating to or caused by FP's purchase and ownership of the Property.

4. Release Does Not Extend to Any Other Party. The release from liability is exclusive to FP, including its successors and assigns and its past, present, and future employees, agents, attorneys, representatives, partners, trustees and beneficiaries.

5. No Admission of Liability. It is expressly understood and agreed by the parties hereto that the acceptance of the parties of the provisions of this Agreement does not constitute an admission or concession of liability on the part of any of the parties, each of whom expressly denies any liability whatsoever.

6. Necessary Acts. Each party agrees to perform any further acts and execute any documents which may be reasonably necessary to carry out the provisions of this Agreement.

7. Warranties. Each party warrants and represents that the person executing this Agreement on its behalf is authorized to do so. Each of the parties acknowledges that it has not assigned, nor does any other person have any interest in, the claims, issues, causes of action or other matters alleged or specifically released and discharged by this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Agreement in whole or in part unless such agreement is in writing and signed by each of the parties hereto.

9. Assignments. No party may assign or transfer any of its rights or obligations under this Agreement to any other person without the prior written consent of the other parties.

10. Counterparts. This Agreement may be executed by the parties in counterparts which, taken together, are deemed one and the same instrument which may not be altered or amended except in the manner provided herein.

11. Governing Law. This Agreement shall be interpreted under the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the courts located in Franklin County, Missouri, and the parties hereto agree to the venue and personal jurisdiction of these courts.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day and year first above written.

FEBRUARY PROPERTIES, LLC

Name: _____

Title: _____

CITY OF WASHINGTON, MISSOURI

Name: _____

James D. Hagedorn

Title: Mayor

SEAL:

Attest: _____
Sherri Klekamp, City Clerk

EXHIBIT A

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF Quit Claim Deed

DATE OF DOCUMENT: _____

GRANTOR(S) NAME: February Properties, LLC

Mailing Address: 482 Hill Drive Ct
Eureka, MO 63025-2033

GRANTEE(S) NAME: City of Washington, Missouri

Mailing Address: 405 Jefferson Street
Washington, Missouri 63090

MISSOURI QUIT CLAIM DEED

THIS DEED, made on the _____ day of November, 2022, by and between February Properties, LLC, a Missouri limited liability company, whose mailing address is 482 Hill Drive Ct, Eureka, Missouri 63025 (“**Grantor**”), and City of Washington, Missouri, a Missouri municipal corporation, whose mailing address is 405 Jefferson Street, Washington, Missouri 63090 (“**Grantee**”).

WITNESSETH, that **Grantor**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, paid by **Grantee**, (the receipt of which is hereby acknowledged), does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto the said **Grantee**, the following described lots, tracts or parcels of land, lying, being and situated in the County of St. Franklin and State of Missouri, to-wit:

Parts of Lots Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four (24), in Block Thirty-eight (38) of the town of Bassora, now a part of the City of Washington, as per plat of record in Plat Book A, Page 19 in the office of the Recorder of Deeds, Franklin County, Missouri, described as follows: Beginning at a point in the West line of said Lot 24 on the East line of Hancock Street, 100 feet Northeastwardly from the Southwest corner of said Lot 24, run thence Northeastwardly along the West line of said Lot 24, 50 feet to the Northwest corner of said lot, run thence Southeastwardly along the North line of said lots, 100 feet to a point, thence Southwestwardly, parallel with Hancock Street 50 feet to a point, thence Northwestwardly, parallel with East Eighth Street 100 feet to the point of beginning.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto Grantees and their assigns forever; so that neither the Grantor, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

FEBRUARY PROPERTIES, LLC

Name: _____

Title: _____

CITY OF WASHINGTON, MISSOURI

Name: _____
James D. Hagedorn

Title: Mayor

SEAL:

Attest: _____
Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2022 before me personally appeared _____, (name of manager or member) of _____ (name of limited liability company), known to me to be the person who executed the within Quit Claim Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 2022, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said District.

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

My Term Expires: _____
Notary Public

7e

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
TARA KELSICK AND JEDIDIAH R. NIEDER

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 Easement Deed by and between the City of Washington, Missouri and Tara Kelsick and Jedidiah R. Nieder 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 Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Tara Kelsick and Jedidiah R. Nieder, single persons, whose address is 518 East Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**, **A Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

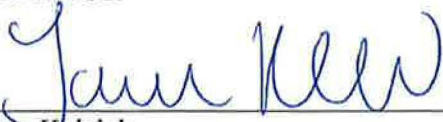
The **Grantors** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** has executed these presents the day and year first above written.

GRANTOR

By:


Tara Kelsick

By:


Jeddiah R. Nieder

GRANTEE

James D. Hagedorn, Mayor

SEAL:

Attest:

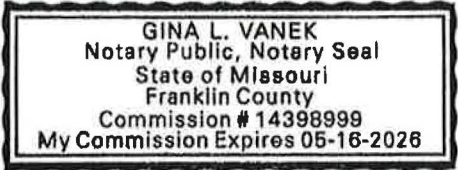
Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF Franklin)

On this 28th day of October, 2022, before me personally appeared Tara Kelsick, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Term Expires: May 16, 2026 Gina L Vanek
Notary Public



STATE OF MISSOURI)
) SS:
COUNTY OF Franklin)

On this 28th day of October, 2022, before me personally appeared Jedidiah R. Nieder, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Term Expires: May 16, 2026 Gina L Vanek
Notary Public



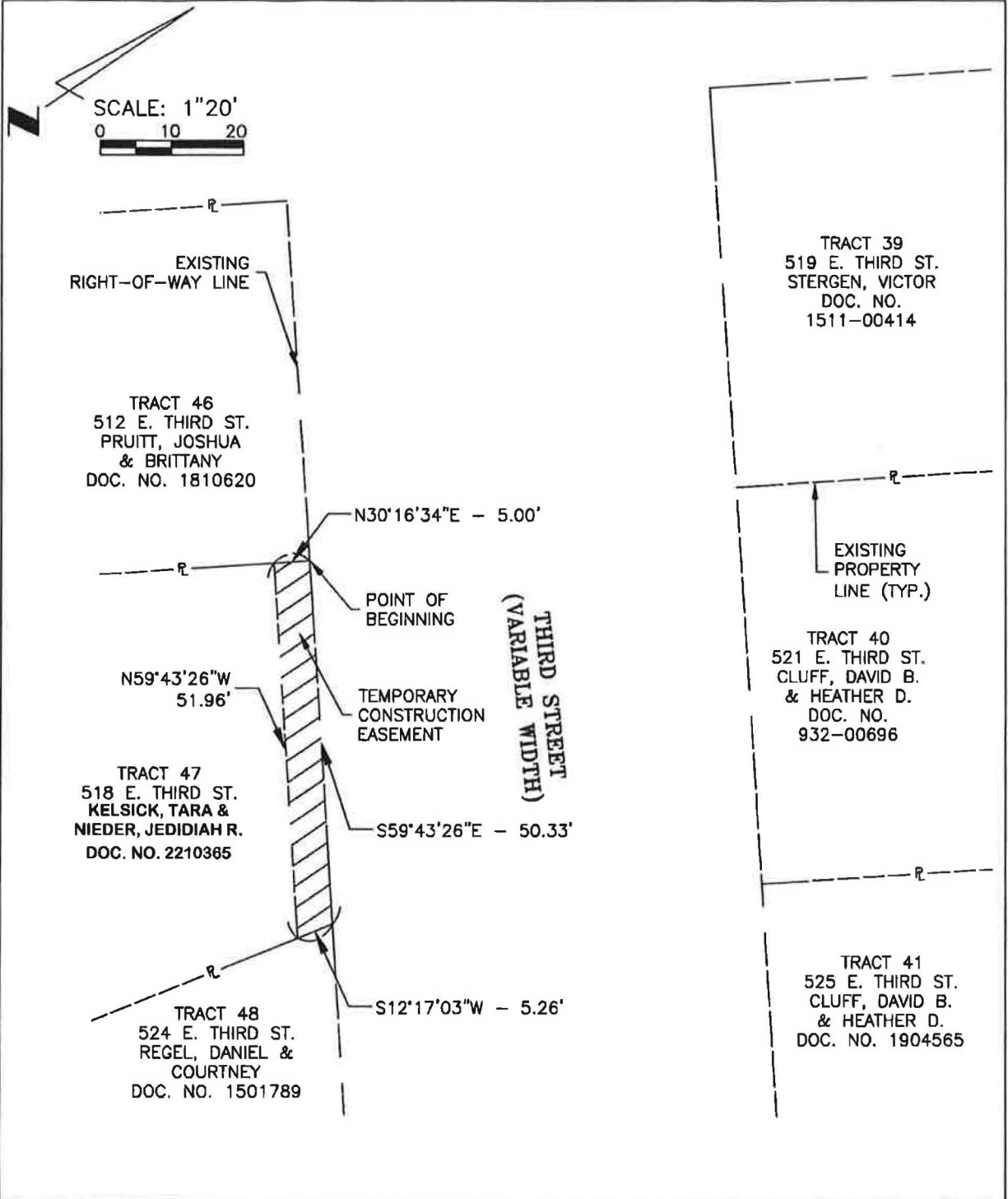
EXHIBIT A

October 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 518 East Third Street, Washington, Missouri 63090
Tract 47
Temporary Construction Easement

A part of a tract of land as recorded in Doc. No. 2210365 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S68°39'04"E 1000.34 feet to the centerline of Third Street (variable width); thence leaving said centerline S33°31'44"W 29.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S59°43'26"E 50.33 feet; thence leaving said existing south right-of-way S12°17'03"W 5.26 feet along the existing east property line of a tract of land as described in Book 389, Page 985 of the Franklin County Records; thence leaving said existing east property line N59°43'26"W 51.96 feet to the existing west property line of said tract of land; thence along said existing west property line N30°16'34"E 5.00 feet to the point of beginning containing 256 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
 SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOC. NO. 2210365
 FRANKLIN COUNTY, MISSOURI



October 28, 2022

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

RE: Third Street Overlay and Improvements Project, STP-6401(602)
Easement Ordinance and Deed

Dear Mayor and City Council Members:

Find attached for your review and approval a temporary construction easement ordinance and deed for one property located at 518 East Third Street. The ordinance and deed for this address were approved by Council in July and new owners have since purchased this property. Updated documents are attached. As a reminder, this temporary construction easement is required to complete the construction of this project.

Respectfully submitted,

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY
ADJUSTMENT FOR THE STONE CREST SUBDIVISION
PLAT 18 IN THE CITY OF WASHINGTON, FRANKLIN
COUNTY, MISSOURI

WHEREAS, the plat, attached as "Exhibit A" demonstrating the boundary adjustment in the City of Washington, Missouri has been submitted to the City for approval; and

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

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

SECTION 1: The boundary adjustment as shown in the attached "Exhibit A" in the City of Washington, Missouri is hereby approved.

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



November 7, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Boundary Adjustment / Plat Amendment

In your packet for approval is a plat amendment for Plat 18 at Stonecrest. The applicant, Brian Bogue, has submitted a pool permit and currently the pool is proposed over a sewer easement. The applicant and the City Public Works department performed a locate on the existing line and confirmed it is outside the perimeter of the proposed pool. The plat amendment reduces the easement to an appropriate width that still includes the utility but does not interfere with the pool. Staff recommends approval of the amendment.

Feel free to reach out with any questions.

Sincerely,

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

Sal Maniaci
Community and Economic Development Director

RESOLUTION NO. _____

INTRODUCED BY: _____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE PROPOSED DEVELOPMENT OF A MANUFACTURING FACILITY IN THE CITY.

WHEREAS, the City of Washington, Missouri (the “City”) has offered certain incentives (the “Development Incentives”) to encourage [*Deja Blue*] (the “Company”) to locate a new manufacturing facility in the City (the “Project”); and

WHEREAS, the Company, subject to final approval and implementation of the Development Incentives, desires to locate the Project in the City; and

WHEREAS, the City and the Company desire to enter into a Memorandum of Understanding, in substantial similar form to **Exhibit A** hereto (the “Agreement”), to memorialize the terms upon which the Development Incentives will be granted; and

WHEREAS, the City has determined that it is necessary and desirable to declare the official intent of the City to take certain other actions in connection with the provision of the Development Incentives, including but not limited to the issuance of taxable industrial revenue bonds pursuant to Sections 100.010 to 100.200 of the Missouri Revised Statutes (the “Act”), subject to certain terms and conditions set forth in this Resolution;

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

Section 1. Finding of Public Benefit. The City Council hereby finds and determines that the Project will promote the economic well-being and industrial development of the City and the taxing districts within the area of the Project, and that the implementation of the Development Incentives will be in furtherance of the public purposes set forth in the Act.

Section 2. Authorization of Agreement. The City Council hereby approves the Agreement in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the officers of the City executing the same. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City, and the City Clerk is hereby authorized and directed to attest to the Agreement and to affix the seal of the City thereto.

Section 3. Intent to Issue Bonds. The City Council hereby declares the intent of the City to issue the Bonds in a principal amount of approximately \$112,000,000 to provide funds to finance the costs of the Project, subject to the conditions set forth in this Resolution.

Section 4. Limited Obligations. The Bonds shall be limited and special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

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Section 5. Conditions to Issuance of Bonds. This Resolution constitutes a statement of intent of the City Council. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject, in the sole discretion of the City, to the following conditions:

- (a) approval by the City Council of a plan for industrial development in accordance with Section 100.050 of the Act;
- (b) authorization by ordinance of the City Council;
- (c) obtaining any other necessary governmental approvals for the Project;
- (d) agreement by the City and the Company upon (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; and
- (e) receipt by the City of satisfactory indemnification for all matters relating to the Project.

Section 6. Sales Tax Exemption on Construction Materials. The City will provide a sales tax certificate (the "Certificate") for the purpose of enabling the Company to obtain sales tax exemption on all construction materials for the Project, upon the Company's agreement (in form and substance satisfactory to the City) to fully indemnify and protect the City from any judgments or actions arising from the use of the Certificate.

Section 7. Reimbursement for Project Costs. The Company is hereby authorized to proceed with the purchase and installation of the Project, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. If the Bonds are issued, the Company may be reimbursed out of the proceeds thereof for expenditures paid or incurred in connection with the Project.

Section 8. Notice to Taxing Districts. The City Clerk, on behalf of the City Council, shall send or cause to be sent such notices as are required by the Act in connection with the issuance of the Bonds.

Section 9. Preparation of Documents. The City Attorney and Gilmore & Bell, P.C., as Bond Counsel, and the officers, employees and representatives of the City, are hereby authorized to work with the Company, its counsel and others, to prepare for submission to and final action by the City Council all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

Section 10. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

~~Section 11. Effective Date.~~ This Resolution shall be in full force from and after the date of its passage.

PASSED by the City Council of the City of Washington, Missouri, this ____ day of November, 2022.

Mayor

(SEAL)

ATTEST

City Clerk

Exhibit A
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is entered into this _____ day of November, 2022, between the **CITY OF WASHINGTON, MISSOURI** (the “City”) and [***DEJA BLUE***] (the “Company”);

RECITALS:

A. The City has offered certain incentives to the Company to induce the Company to (1) acquire an approximately 23-acre parcel in the Oldenburg Industrial Park for \$63,600 per acre (the “Project Site”), (2) construct an approximately 210,000 square foot manufacturing facility (the “Project Improvements”) thereon and (3) acquire various equipment and other personal property to be located within the Project Improvements (the “Project Equipment” and, collectively with the Project Site and the Project Improvements, the “Project”).

B. The City and the Company desire to set forth herein the primary agreements of the parties regarding incentives for the Project, with the understanding that such matters will be set forth in additional detail in the documents relating to the Project.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, and subject to the conditions herein set forth, the City and the Company agree as follows:

1. Issuance of Chapter 100 Bonds. The City will issue approximately \$112,000,000 principal amount of Taxable Industrial Revenue Bonds (the “Bonds”) to finance the acquisition, construction and equipping of the Project. One series of Bonds (the “Real Property Bonds”) will be issued for the Project Site and the Project Improvements, and another series of Bonds (the “Personal Property Bonds”) will be issued for the Project Equipment. Each series of Bonds will be issued pursuant to a Trust Indenture (the “Indenture”) between the City and a bank or trust company, as trustee (the “Trustee”), to be designated by the Company. When the Real Property Bonds are issued, the Company will convey to the City a leasehold interest in or fee title to the Project Site. The Company will convey to the City any personal property that is part of the Project from time-to-time following the Company’s acquisition thereof. The City will, pursuant to a Lease Agreement, lease the Project Site and the Project Improvements to the Company in consideration of rental payments that are sufficient to pay the principal of and interest on the Real Property Bonds. The City will, pursuant to a Lease Agreement, lease the Project Equipment to the Company in consideration of rental payments that are sufficient to pay the principal of and interest on the Personal Property Bonds. At the end of the Lease Agreement term, the City will convey the Project Site, the Project Improvements and the Project Equipment to the Company for nominal consideration. Each series of Bonds will be structured so as to facilitate the assignment of the Lease Agreement from the Company to a special purpose financing entity, so long as the Company remains liable for any payments due thereunder.

2. Tax Abatement; Payments in Lieu of Taxes.

a. Tax Exemption. So long as the City owns title to the Project, the Project is expected to be exempt from ad valorem taxation. The first year of the exemption period shall begin on January 1 following the year in which the Project is placed in service. The Company shall be entitled to 15 years of partial property tax abatement as described herein. The Company understands that it will be responsible for any taxes on the Project until title thereto is transferred to the City. The Company agrees that, during each year that all or any

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portion of the Project is exempt from ad valorem taxes by reason of the City's ownership, the Company will make payments in lieu of taxes ("PILOTS") in the amounts set forth below:

(i) the sum of \$185,096.93, which is equal to 35% of the estimated real property taxes that would otherwise be due on the Project Site and the Project Improvements, but for the City's ownership thereof; plus

(ii) an amount equal to 25% of the personal property taxes that would otherwise be due on the Project Equipment, but for the City's ownership thereof.

b. Employment. The company expects to create 88 Jobs (as defined below) by September 30, 2025 with an average annual salary of approximately \$81,545. "Job" means a full-time equivalent position with the Company at the Project Site of not less than 35 hours per week, which shall include normal full-time employee benefits offered by the Company. "Jobs" does not include positions filled by workers who are not directly employed by the Company.

The obligation set forth herein will be memorialized in the Performance Agreement, which will provide that the Company's failure to maintain the Jobs will subject the Company to an additional PILOT payment. The additional PILOT payment will be calculated in each year during the tax abatement period that the Company has fewer than 80 Jobs, based on the following formula:

$$\text{P.P.} \quad \times \quad \frac{80 - \text{A.J.}}{80} \quad \times \quad 2 \quad = \quad \text{Additional PILOT Payment}$$

P.P. = PILOT Payment on the Project for year in which Jobs are below 80

A.J. = Highest number of Jobs during the 90-day period ending on the Test Date (September 30, or such other date set forth in the Performance Agreement)

If for any reason (i) the Company has fewer than 60 Jobs at any time during the tax abatement period or (ii) the average annual wage of the Jobs during any year is less than \$75,000, the City may revoke the partial tax relief provided for in the Performance Agreement and require the City to purchase the Project from the City. Notwithstanding the foregoing, upon certification by the Company that unforeseeable business conditions (including, without limitation, any shutdowns or reduction in force caused by government statute, order or regulation) have caused the Company to employ fewer Jobs than projected, the City Council may waive the additional PILOT payment or any portion thereof.

c. Emergency Service Districts. If the City receives notice from an ambulance district or other emergency services provider that an additional PILOT payment is required pursuant to the Missouri law, the City shall promptly send the Company a copy of the notice and shall instruct the Company in writing of the amount and date on which any additional PILOT payment is due. The Company shall promptly make such additional PILOT payments in accordance with the City's instructions.

d. No Abatement on Special Assessments. Neither the City nor the Company has any knowledge of any special assessments by any governmental entity currently applicable to the Project Site. The City and the Company hereby agree that the property tax exemptions described in this Memorandum shall not apply to special assessments by any governmental entity. The Company agrees to make a payment to the City on or before each December 31 in an amount equal to 100% of any special assessments imposed upon the Project by any governmental entity.

7h

e. *Sales Tax Exemption on Construction Materials.* The City will, upon the Company's agreement (in form and substance satisfactory to the City) to fully indemnify and protect the City from any judgments or actions in connection therewith, furnish the Company a project exemption certificate that will enable the Company's purchase of construction materials for the Project to be exempt from sales taxes, to the extent provided by law.

3. **Costs and Expenses.** The Company shall be responsible for all reasonable and customary costs of issuance of the Bonds.

4. **Other Terms.** The parties agree that the intent of this Memorandum is to set forth in principle the primary terms relating to certain incentives for the Project. The final terms of such incentives will be set forth in the Lease Agreement and other documents, which are subject to approval by the City Council and by appropriate representatives of the Company in their sole discretion. Such provisions will include, but are not limited to: indemnification, events of default, remedies upon default, and prepayment provisions.

5. **Termination of this Memorandum.** Upon the issuance of the Bonds and the execution of documents containing the substantive terms hereof, the provisions of this Memorandum shall have no further effect. If there are any inconsistencies between the terms hereof and the terms of any of the documents pertaining to the issuance of the Bonds, the terms of such other documents shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date first above written.

CITY OF WASHINGTON, MISSOURI

By: _____
James D. Hagedorn, Mayor

[*DEJA BLUE*]

By: _____
Authorized Officer



November 7, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Project Deja Blue Resolution of Intent

In your packet for approval is a Resolution of Intent to issue Chapter 100 Bonds to Project Deja Blue in conjunction with the Memorandum of Understanding for performance measurements. In summary, Project Deja Blue will commit to approximately \$135 million in capital investment, purchase 23 acres of Oldenburg Industrial Park at \$63,600 / acre, and create 88 jobs with an average salary of \$81,000/year.

In the incentive package, the company will receive a 65% fixed rate abatement on the real estate and a 75% abatement in true value assessment of personal property. The incentive will last 15 years with the company paying approximately \$5.5 million in PILOT Payments.

The 353 Redevelopment Corporation reviewed the proposal and unanimously recommended approval of the agreement. City Staff also had conversations with East Central College and the School District of Washington, with no opposition from either entity.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

CITY OF WASHINGTON
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

Previous Years 1970-2000 Total:		\$ 36,121,362.69			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-2022	5,475,936.43
2002-2003	2,875,714.84	2012-2013	3,760,065.80	2022-Present	\$ 404,210.90
2003-2004	3,155,590.86	2013-2014	3,912,118.45		
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
TOTAL COLLECTIONS TO DATE:				\$ 121,301,788.70	

MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Monthly % Increase/ (Decrease)
OCTOBER	\$ 361,698.16	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	\$ 404,210.90	-10.99%
NOVEMBER	251,010.14	273,682.85	325,999.08	337,510.28	329,477.61		
DECEMBER	567,111.05	406,617.65	400,738.68	448,383.63	522,976.40		
JANUARY	355,065.45	428,005.85	420,055.36	430,457.12	392,285.39		
FEBRUARY	440,931.59	363,771.00	417,204.79	396,723.58	509,008.53		
MARCH	432,715.60	444,964.47	417,215.47	468,305.25	483,461.03		
APRIL	354,143.36	387,311.51	365,080.95	387,138.97	393,317.74		
MAY	296,545.56	300,584.29	358,920.74	385,747.95	342,734.14		
JUNE	368,699.52	456,577.00	401,315.24	514,849.48	536,473.31		
JULY	499,689.10	420,349.19	442,261.53	462,011.90	462,478.68		
AUGUST	311,169.75	322,712.79	372,615.14	396,711.64	546,440.92		
SEPTEMBER	464,286.39	465,772.42	518,477.31	523,081.81	503,139.18		
TOTALS:	\$ 4,703,065.67	\$ 4,612,283.40	\$ 4,787,670.81	\$ 5,138,337.05	\$ 5,475,936.43	\$ 404,210.90	

Increase (Decrease)
Over Prior Year 8.00% -1.93% 3.80% 7.32% 6.57%

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

-10.99%

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

1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$ 4,111,148.43
EXPIRED: 06-30-02	1994-2002	9,410,782.24
EXPIRED: 06-30-10	2002-2010	13,334,617.88
EXPIRED: 06-30-18	2010-2018	15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$ 10,846,792.38

TOTAL COLLECTIONS TO DATE: \$ 53,678,359.29

MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Monthly % Increase/ (Decrease)
OCTOBER	\$ 180,849.11	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	\$ 202,105.70	-10.99%
NOVEMBER	125,504.75	136,841.76	162,999.67	168,755.25	164,738.68		
DECEMBER	283,555.71	203,310.25	200,369.28	224,192.00	261,488.24		
JANUARY	177,532.58	214,002.88	210,027.68	215,228.64	196,142.72		
FEBRUARY	220,465.78	181,885.56	208,602.53	198,361.30	254,504.01		
MARCH	216,358.10	222,481.70	208,607.73	234,152.34	241,730.89		
APRIL	177,071.76	193,656.33	182,540.31	193,569.47	196,659.57		
MAY	148,272.80	150,291.55	179,460.29	192,873.68	171,366.64		
JUNE	184,317.16	228,288.80	200,657.51	257,424.63	268,236.68		
JULY	249,844.82	210,175.01	221,130.97	231,006.12	231,239.74		
AUGUST	155,584.67	161,356.40	186,307.76	198,355.48	273,220.21		
SEPTEMBER	232,141.66	232,886.54	259,238.60	261,541.37	251,569.17		
TOTALS	\$ 2,351,498.90	\$ 2,306,143.70	\$ 2,393,835.48	\$ 2,569,168.07	\$ 2,737,968.28	\$ 202,105.70	

Increase
(Decrease) Over
Prior Year

8.00%

-1.93%

3.80%

7.32%

6.57%

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

-10.99%

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

1/2 % TRANSPORTATION SALES TAX

MONTH	2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023	Monthly % Increase/ (Decrease)
OCTOBER	\$ 180,849.11	\$ 170,946.23	\$ 173,893.15	\$ 193,707.83	\$ 227,070.97	\$ 202,105.68						-10.99%
NOVEMBER	125,504.37	136,840.50	162,999.68	168,755.33	164,738.72							
DECEMBER	283,555.44	203,308.99	200,369.28	224,192.04	261,488.24							
JANUARY	177,532.58	214,002.88	210,027.78	215,228.70	196,142.69							
FEBRUARY	220,465.13	181,885.52	208,602.55	198,361.35	254,499.40							
MARCH	216,358.08	222,481.85	208,607.77	234,152.35	241,730.92							
APRIL	177,071.74	193,656.25	182,540.19	193,569.46	196,659.56							
MAY	148,272.79	150,291.51	179,460.32	192,873.68	171,366.53							
JUNE	184,349.74	228,288.78	200,657.52	257,424.62	268,236.76							
JULY	249,844.78	210,175.04	221,130.96	231,006.14	231,239.69							
AUGUST	155,584.64	161,355.80	186,307.86	198,355.50	273,220.19							
SEPTEMBER	232,142.98	232,886.52	259,238.63	261,541.35	251,569.36							
TOTALS	\$ 2,351,531.38	\$ 2,306,119.87	\$ 2,393,835.69	\$ 2,569,168.35	\$ 2,737,963.03	\$ 202,105.68						

Increase
(Decrease) Over
Prior Year

8.01% -1.93% 3.80% 7.32% 6.57%

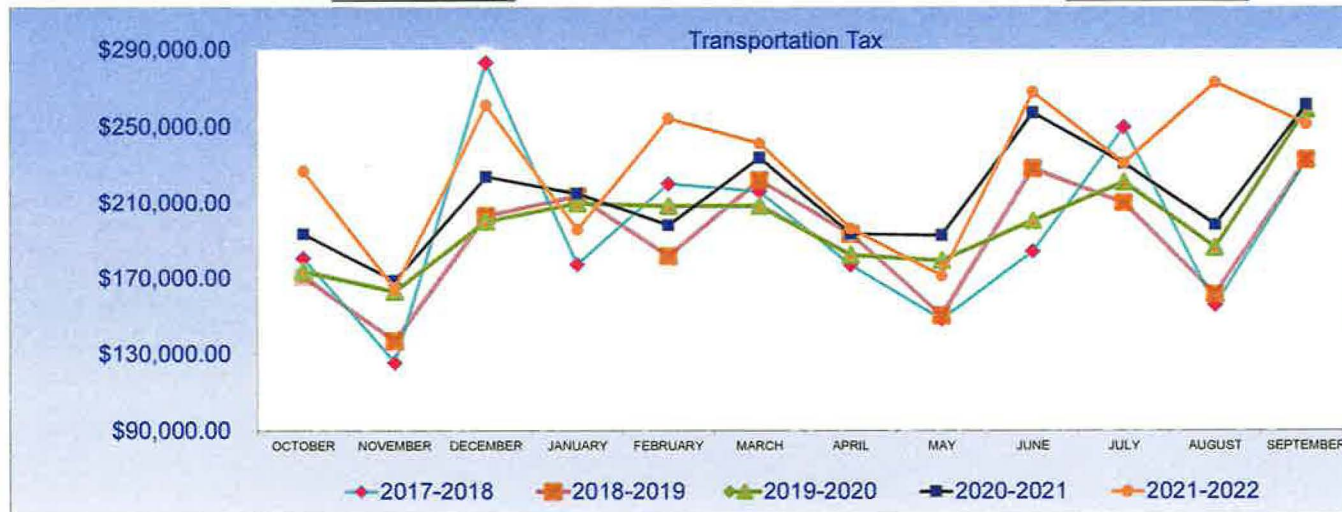
COLLECTIONS 2005 TO
PRESENT:

\$31,738,555.56

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

-10.99%

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

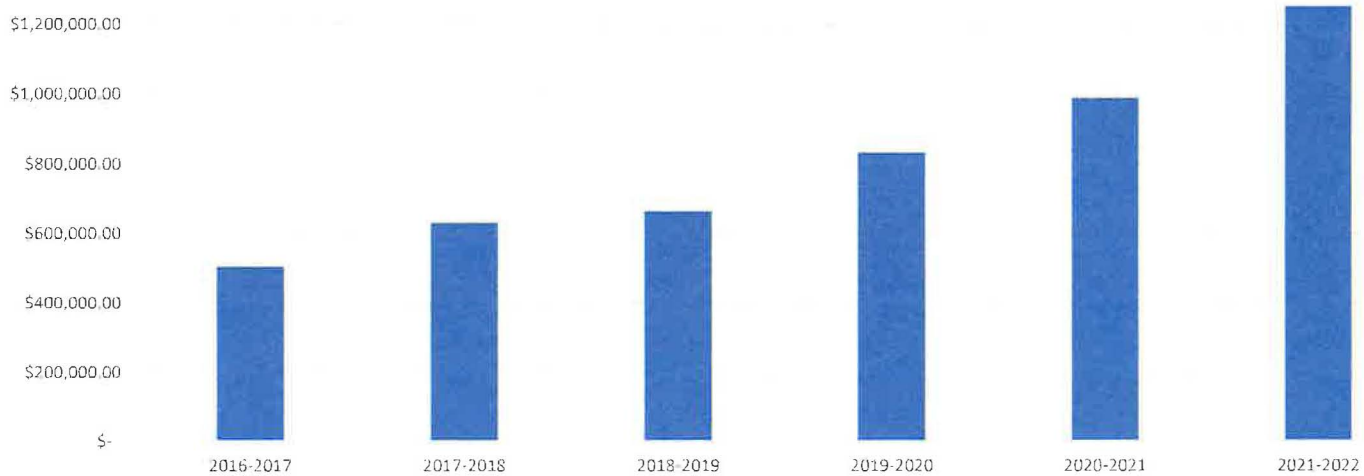


LOCAL OPTION USE TAX

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Monthly % Increase/ (Decrease)
OCTOBER	\$ 28,227.67	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	\$ 80,047.64	9.13%
NOVEMBER	36,285.79	17,632.77	48,613.78	56,442.98	77,752.19	75,696.93		
DECEMBER	35,826.94	48,045.68	49,662.96	53,993.39	65,391.95	81,034.55		
JANUARY	43,418.60	48,211.95	68,775.33	39,958.65	69,783.79	98,017.42		
FEBRUARY	54,384.99	95,271.61	73,271.71	63,549.19	112,976.86	102,284.34		
MARCH	47,389.11	76,542.59	79,877.50	81,178.43	104,092.21	99,642.15		
APRIL	37,427.52	47,032.55	54,168.57	51,201.38	83,105.78	117,044.07		
MAY	38,570.02	49,331.34	45,391.56	117,142.50	70,120.42	155,677.22		
JUNE	41,187.44	51,751.76	51,449.73	94,813.67	73,348.19	90,619.63		
JULY	40,613.94	73,096.59	42,197.49	76,691.07	63,309.11	93,190.15		
AUGUST	36,992.97	54,048.00	53,911.53	82,028.64	89,259.01	211,885.73		
SEPTEMBER	63,977.54	57,105.98	62,998.22	79,946.63	109,517.43	121,402.30		
TOTAL	\$ 504,302.53	\$ 630,152.51	\$ 664,542.96	\$ 832,447.39	\$ 989,207.80	\$ 1,319,843.84	\$ 80,047.64	

COLLECTIONS 1998 TO PRESENT: **\$ 11,204,659.23**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **9.13%**





Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	15,439,790.00	15,486,790.00	864,010.87	14,352,894.35	-1,133,895.65	7.32%
Expense	17,096,945.00	17,245,635.00	1,290,311.81	17,169,888.59	75,746.41	0.44%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-1,657,155.00	-1,758,845.00	-426,300.94	-2,816,994.24	-1,058,149.24	-60.16%
Fund: 003 - LIBRARY FUND						
Revenue	798,350.00	798,350.00	2,923.63	747,657.93	-50,692.07	6.35%
Expense	858,830.00	858,830.00	59,855.02	828,051.28	30,778.72	3.58%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	-60,480.00	-60,480.00	-56,931.39	-80,393.35	-19,913.35	-32.93%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	867,180.00	867,180.00	10,199.04	901,210.40	34,030.40	3.92%
Expense	1,032,580.00	1,142,005.00	95,111.89	893,148.82	248,856.18	21.79%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-165,400.00	-274,825.00	-84,912.85	8,061.58	282,886.58	102.93%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	622,000.00	622,000.00	18,300.00	672,854.29	50,854.29	8.18%
Expense	1,352,900.00	1,554,255.00	32,624.98	501,098.56	1,053,156.44	67.76%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (De	-730,900.00	-932,255.00	-14,324.98	171,755.73	1,104,010.73	118.42%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,012,000.00	1,012,000.00	201,052.30	1,423,360.67	411,360.67	40.65%
Expense	1,755,320.00	1,948,320.00	82,941.02	949,570.59	998,749.41	51.26%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-743,320.00	-936,320.00	118,111.28	473,790.08	1,410,110.08	150.60%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	3,574,875.00	3,574,875.00	233,771.05	2,544,229.30	-1,030,645.70	28.83%
Expense	4,490,750.00	5,936,260.00	54,823.25	1,805,146.41	4,131,113.59	69.59%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (De	-915,875.00	-2,361,385.00	178,947.80	739,082.89	3,100,467.89	131.30%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	4,002,875.00	4,002,875.00	1,562,546.40	5,029,129.48	1,026,254.48	25.64%
Expense	4,067,300.00	5,529,990.00	388,209.08	3,754,577.80	1,775,412.20	32.11%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-64,425.00	-1,527,115.00	1,174,337.32	1,274,551.68	2,801,666.68	183.46%
Fund: 265 - COP FUND						
Revenue	1,836,300.00	3,169,670.00	0.00	1,852,798.11	-1,316,871.89	41.55%
Expense	2,046,000.00	2,046,000.00	0.00	1,990,000.00	56,000.00	2.74%
Fund: 265 - COP FUND Surplus (Deficit):	-209,700.00	1,123,670.00	0.00	-137,201.89	-1,260,871.89	112.21%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	295,000.00	295,000.00	1,369.82	329,725.42	34,725.42	11.77%
Expense	426,600.00	539,200.00	1,160.00	287,406.58	251,793.42	46.70%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-131,600.00	-244,200.00	209.82	42,318.84	286,518.84	117.33%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	132,200.00	132,200.00	0.66	146,561.23	14,361.23	10.86%
Expense	132,000.00	139,000.00	0.00	146,471.71	-7,471.71	-5.38%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	200.00	-6,800.00	0.66	89.52	6,889.52	101.32%
Fund: 400 - WATER FUND						
Revenue	1,976,965.00	1,976,965.00	196,903.61	2,071,176.56	94,211.56	4.77%
Expense	3,854,650.00	4,227,025.00	318,432.67	2,264,891.28	1,962,133.72	46.42%
Fund: 400 - WATER FUND Surplus (Deficit):	-1,877,685.00	-2,250,060.00	-121,529.06	-193,714.72	2,056,345.28	91.39%
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	2,950,000.00	2,950,000.00	231,063.25	2,947,524.09	-2,475.91	0.08%
Expense	5,281,535.00	5,716,535.00	262,093.11	3,658,466.50	2,058,068.50	36.00%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,331,535.00	-2,766,535.00	-31,029.86	-710,942.41	2,055,592.59	74.30%

Budget Report

For Fiscal: 2021-2022 Period Ending: 09/30/2022

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 420 - SOLID WASTE FUND						
Revenue	3,036,400.00	3,036,400.00	352,925.57	2,527,665.62	-508,734.38	16.75%
Expense	2,978,660.00	3,043,660.00	270,060.79	2,942,205.65	101,454.35	3.33%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	57,740.00	-7,260.00	82,864.78	-414,540.03	-407,280.03	-5,609.92%
Report Surplus (Deficit):	-8,830,135.00	-12,002,410.00	819,442.58	-1,644,136.32	10,358,273.68	86.30%

13e

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-1,657,155.00	-1,758,845.00	-426,300.94	-2,816,994.24	-1,058,149.24
003 - LIBRARY FUND	-60,480.00	-60,480.00	-56,931.39	-80,393.35	-19,913.35
004 - VOLUNTEER FIRE FUND	-165,400.00	-274,825.00	-84,912.85	8,061.58	282,886.58
010 - VEHICLE & EQUIPMENT REP	-730,900.00	-932,255.00	-14,324.98	171,755.73	1,104,010.73
250 - STORMWATER IMPROVEME	-743,320.00	-936,320.00	118,111.28	473,790.08	1,410,110.08
260 - CAPITAL IMPROVEMENT SAI	-915,875.00	-2,361,385.00	178,947.80	739,082.89	3,100,467.89
261 - TRANSPORTATION SALES TA	-64,425.00	-1,527,115.00	1,174,337.32	1,274,551.68	2,801,666.68
265 - COP FUND	-209,700.00	1,123,670.00	0.00	-137,201.89	-1,260,871.89
272 - DOWNTOWN TIF RPA-1	-131,600.00	-244,200.00	209.82	42,318.84	286,518.84
274 - RHINE RIVER TIF RPA-2	200.00	-6,800.00	0.66	89.52	6,889.52
400 - WATER FUND	-1,877,685.00	-2,250,060.00	-121,529.06	-193,714.72	2,056,345.28
410 - SEWAGE TREATMENT FUND	-2,331,535.00	-2,766,535.00	-31,029.86	-710,942.41	2,055,592.59
420 - SOLID WASTE FUND	57,740.00	-7,260.00	82,864.78	-414,540.03	-407,280.03
Report Surplus (Deficit):	-8,830,135.00	-12,002,410.00	819,442.58	-1,644,136.32	10,358,273.68



City to Pick Up Leaves in Two Rounds

City of Washington Crews will conduct two rounds of leaf pickup for residents this year (2022).

-The first round is scheduled to Start **November 7th** and continue until each street has been picked up one time.

-The second round is scheduled to Start **November 28th** and continue until each street has been picked up one time.

In both rounds crews will start picking up leaves on the east side of town and proceed to the west. **If the leaves are not out on the day we are in your area, we will not come back to pick them up on the first round but will get them on the second round. If the leaves are not out on the day we are by on the second/last round, we will not be back!**

Residents are asked to rake their leaves to the curb, but not place them in the streets, gutters or on sidewalks.

Do not park vehicles near the piles of leaves to make it easier for crews to pick them up. **Vehicles that are parked on or too close to the pile of leaves will be left and picked up on the second round as long as the vehicle has moved.**



REMINDER: You can also bring your leaves to the Recycle Center at 400 Recycle Dr., if you miss the curbside pickup. Below are the hours for the Recycle Center.

Monday – Closed

Tuesday – 10:00 am – 6:00 pm

Wednesday - 10:00 am – 6:00 pm

Thursday - 10:00 am – 6:00 pm

Friday – 8:00 am – 4:00 pm

Saturday – 8:00 am – 4:00 pm

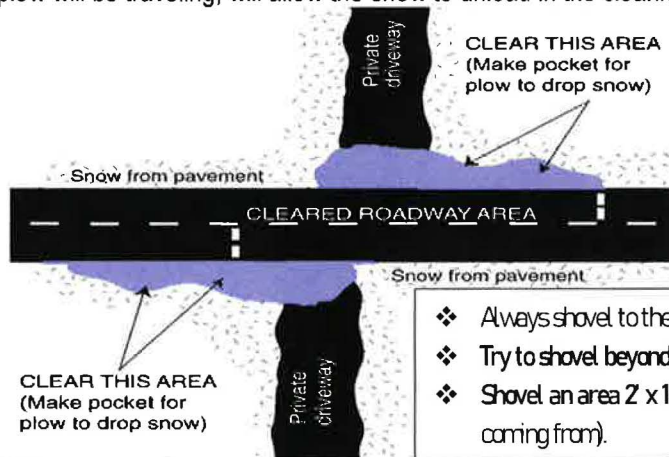


WINTER STORM TIPS AND SNOW REMOVAL

Each year the City of Washington's challenge is to clear snow from the city streets in minimal time. During heavy snowfall, the main roadways (those that carry the most traffic), are given first priority for salting and plowing, and then crews move on to the secondary streets and cul-de-sacs. The next step is to "widen out" and clear all the streets. Crews do their best to be attentive in regards to driveways and minimize inconveniences to residents. The plow sometimes can fill in areas on previously cleaned driveways and sidewalks. Property owners are responsible for clearing snow and ice from their property "including what has been placed upon such areas as a result of the plows used in the clearing operations.

➤ How to keep your driveway clear

Following the diagram below when shoveling your driveway may help to avoid the driveway being blocked during snow removal. The snow that is in front of a plow will unload whenever it passes a clear area. Providing a clear area on the side of the driveway where the plow will be traveling, will allow the snow to unload in the clearing before your driveway instead of in your driveway.



- ❖ Always shovel to the right side. Do not shovel into the street.
- ❖ Try to shovel beyond the curb. Clear an area 2' past the end of your driveway.
- ❖ Shovel an area 2 x 15' up the street from your driveway (direction plow truck will be coming from).

➤ Avoid Unnecessary Driving During Plowing Operations

Reduce unnecessary driving during snow plowing operations and stay off roadways whenever possible during winter storms. Snow plowing can become difficult with stalled, stuck or parked cars in the street. Traffic congestion slows plows and delays snow & ice removal operations. Do NOT try to pass Snowplows on roadways, and do not follow too closely, "Stay Back a Safe Distance".

➤ Cars in the Street & Cul-de-Sacs

Cars parked on the street and in the cul-de-sacs, become a major problem during inclement winter weather. As the plow goes around the parked vehicle, it leaves piles of snow on the roadway, so if possible remove vehicles from the streets and cul-de-sacs during snowstorms. NEVER park vehicles in front of your driveway to eliminate snow buildup at your driveway. This can result in your vehicle being blocked in and surrounded by snow from the plows trying to maneuver around your vehicle.

➤ Solid Waste Carts/Trash Bags

Place Trash/Recycle Carts & Trash Bags on the edge of your driveway do not place them in the street. This allows Snowplow Drivers to clear snow more quickly & effectively.

➤ Start Clearing Snow Early

Fresh snow weighs less than older snow so you should clear snow as soon as it has fallen. As the snow hits the ground, it compacts and becomes wet, making it heavier. It can also turn into ice and become very difficult to remove. Please do not throw snow into the street from your sidewalk & driveway.

➤ Do not forget your mail carrier.

Make sure you clear around your mailbox every time it snows.



DRIVE WITH REASON THIS SNOWY SEASON....

LEAVE SOONER, DRIVE SLOWER, LIVE LONGER