

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, FEBRUARY 6, 2023 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance
 Approval of the Minutes from the January 17, 2023 Council Meeting

Need Motion/Mayor Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor Memo

- a. Liquor License Approval – Guffey’s LLC
- b. Final Payment Request – South Point Road Improvement Project

2. PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Reappointments

- a. Proclamation Presentation – Mike and Eileen Stapp Excellence in Baseball and Softball Award

Mayor

3. PUBLIC HEARINGS:

- a. Short Term Rental – 612 Riverview Place
- b. An ordinance granting a Special Use Permit to utilize 612 Riverview Place as a vacation rental in the City of Washington, Franklin County, Missouri.

Accept Into Minutes Memo

Read/Second/Vote/Mayor Memo

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- a. An ordinance amending Exhibit A of Ordinance No. 21-13459 being an ordinance annexing approximately 115 acres of the Watermann Farm as M-2, Heavy Industrial, into the City of Washington, Franklin County, Missouri.
- b. An ordinance amending the 2023 Budget of the City of Washington, Missouri.
- c. An ordinance providing for the approval and acceptance of Minimum Improvements for Maintenance for “The Meadow at Koch Farm” Subdivision in the City of Washington, Franklin County, Missouri.
- d. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and 1400 Jefferson, LLC.
- e. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Union Electric Company.
- f. An ordinance authorizing and directing the execution of a Parking License Agreement by and between the City of Washington, Missouri and Union Pacific Railroad Company.
- g. An ordinance accepting the Proposal from S-K Contractors, Inc for boat dock decking, bumper removal and installation.

Read & Int/Read/Vote/Mayor Memo

Read & Int/Read/Vote/Mayor Memo

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Read & Int/Read/Vote/Mayor Memo

Read & Int/Read/Vote/Mayor Memo

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| h. An ordinance accepting the Estimate from John Hall Lumber Co. for boat dock materials. | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance authorizing and directing the execution of a Contractor Agreement with K.J.U. Inc. dba K.J. Unnerstall Construction Co. for installation of a concrete pad, sidewalks and fence at Optimist Skate Park. | Read & Int/Read/Vote/Mayor | Memo |
| j. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract between Schicker Chrysler Dodge Jeep Ram of Washington for the purchase of three (3) 2023 Dodge Durango Pursuit Patrol Vehicles. | Read & Int/Read/Vote/Mayor | Memo |
| k. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract between Public Safety Upfitters LLC for the purchase, outfitting and upgrading of equipment for three (3) 2023 Dodge Durango Pursuit Patrol Vehicles. | Read & Int/Read/Vote/Mayor | Memo |
| l. A resolution authorizing the City of Washington to apply for funding through the East-West Gateway Council of Governments to provide for the Highway 100 & International Avenue/Rabbit Trail Drive CMAQ Project in the City of Washington, Franklin County, Missouri. | Read/Second/Vote/Mayor | Memo |
| m. A resolution supporting the application for federal assistance from the Recreational Trails Program for Phase III of the Rotary Riverfront Trail Expansion in the City of Washington, Franklin County, Missouri. | Read/Second/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

- a. Second Council Meeting in February – Tuesday, February 21, 2023 due to President’s Day Holiday

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

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, FEBRUARY 2, 2023

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
TUESDAY, JANUARY 17, 2023**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, January 17, 2023, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:		Doug Hagedorn	Present
Council Members:	Ward I	Al Behr	Present
		Duane Reed	Present
	Ward II	Mark Hidritch	Present
		Mark Wessels	Present
	Ward III	Chad Briggs	Absent
		Jeff Patke	Present (9:02 p.m.)
	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
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Building Inspector	JC Lopez
	Emergency Management Director	Mark Skornia
	Police Chief	Jim Armstrong
	Communications Director	Jennifer Brune

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 January 3, 2023 Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's Report Summary – September 2022
- * Investment Report Summary – September 2022
- * Collector's Report Summary – October 2021 – September 2022
- * 2019 Landfill Tickets Destruction Request

January 6, 2023

Honorable Mayor and City Council

City of Washington

Washington, Missouri

RE: Landfill Tickets

Dear Mayor and Council Members:

We are required to keep three years of landfill tickets so with this letter I am asking to destroy tickets from 2019.

If you have any questions or comments please feel free to contact me.

Thank you,

Andrea Lueken

Assistant City Engineer

* Final Payment Request – Phoenix Park Playground Fence

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

PRIORITY ITEMS:

* Certificate of Appreciation – Washington Lions Club

CITY OF WASHINGTON

Certificate of Appreciation

PRESENTED TO

Washington Lions Club

WHEREAS, the Washington Lions, organized and chartered in 1939, has contributed much leadership, personal service and monetary assistance to our community; and

WHEREAS, the Washington Lions Club has recently donated \$28,175 for the purchase of mini shelters and picnic tables at Southpoint Dog Park.

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 our appreciation to Washington Lions Club for their generous donation to the Washington Community.

James D. Hagedorn, Mayor

January 17, 2023

Mayor's Presentations, Appointments & Re-Appointments:

* None

PUBLIC HEARINGS

* Special Use Permit – 1104 Jefferson Street – Short Term Rental

January 9, 2023

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 22-1005-Short Term Rental-1104 Jefferson Street

Mayor & City Council

At their January 9, 2023 meeting the Planning and Zoning Commission voted to recommend approval of the above Special Use Permit with an unanimous vote.

Sincerely,

Thomas R. Holdmeier

Commission Chairman

Maniaci: Good Evening. Your only special, or your only Public Hearing tonight is for a request for short-term lodging at 1104 Jefferson. This one was originally was actually submitted to staff about three months ago probably. It went to Planning and Zoning, I guess I should back up.

At 1104 Jefferson Street, just in between 11th and 12th Street on the east side of Jefferson there, you can see it is zoned R1-B Single-Family Residential. Along this corridor of Jefferson Street obviously has a lot of mix uses commercial right across the street. There's some apartments that are catty-corner to it and up and down Jefferson there's a number of different uses. Just a little bit of an aerial here.

The reason this was actually tabled at P&Z the first month and why it took awhile was, it's hard to see on this aerial, but there is a shared driveway there that is for between the neighbor and the subject property and the neighbor to the south. P&Z voted to table this until the applicant and neighbor came to an agreement and so they did that. They came back the following month with a letter saying that they came to an agreement on parking and that the neighbor to the south had no issues with it and agreed to it. They brought that letter, it should be in your packet and they brought that letter to P&Z last week. Planning and Zoning did recommend approval unanimously to approve this request. I'd be happy to answer any of your questions.

Hagedorn: No questions?

Maniaci: All right, and before we close out or before we move on, I know there's people that may be here tonight on this and the applicants here. Just an update, there was two items, two special use permits requested last week at P&Z, the other for an Airbnb was on Riverside. That was voted down or voted as a recommendation of denial by the Planning and Zoning Commission and then the applicant requested to table that to the first meeting in February.

We let the applicant who dismisses the application determine the schedule on those if they can't make it for whatever reason. We do let them request that. They have requested to push that at that same meeting, Planning and Zoning Commission did make a motion that staff introduce a moratorium on all new Airbnb's in residential areas until some new guidelines are brought forward. Next month, Planning and Zoning will review that as a Public Hearing and then it will be in front of you all the following week the second meeting in February.

Just wanted to give you an update if you saw the article in the paper. That's what happened last week. All right, thank you.

Hagedorn: Okay folks, anybody in the audience would like to comment on this?

Bonnie Martin: *Inaudible*...it's more of a question than a comment.

Hagedorn: Please state your name and your address.

Bonnie Martin: My name is Bonnie Martin; I live at Number 4 Riverview Court. The property that we were talking about was 612 Riverview Place, not Riverside. We had our meeting last week and a bunch of my neighbors came up, pretty much all of my neighbors or signed a petition

who those of us who couldn't come. We, many of us spoke and those of us who didn't speak signed a petition that we did not want that Airbnb in our neighborhood.

We expressed our opinion to the Planning and Zoning Board and the Planning and Zoning Board unanimously denied that Special Use Permit for that property. We were told at that meeting then we were to come back tonight, and we would have a vote, we could speak again to you all and we would have a vote about that matter.

Then on Friday, all of the neighbors received a letter. It was dated January 10th and it said that the Public Hearing that was supposed to be held tonight was postponed to February 6th. I'm new to this and I'm learning as I go along so, please just help educate me. I didn't know that that could be, I thought that there would have to be a vote on a postponement, but no you can just postpone, and so is only the applicant allowed to postpone or can anyone postpone?

Lamb: The applicant makes application and so if they choose to go ahead for whatever reasons to request a delay they can go ahead and do that. The City has gone ahead and requested you know follow through with those requests.

Bonnie Martin: Okay. So, there is no vote. So, when we come back on the 6th then, so then we bring all of our folks back on the 6th and then we talk again about the, all of the things that we wanted to say tonight, so no one...

Lamb: Correct.

Bonnie Martin: So, no one talks tonight?

Lamb: That's the Public Hearing, it will be at the next meeting as long as they don't request to delay that.

Bonnie Martin: Okay.

Lamb: If that's still on for February the, let me look at the calendar.

Behr: 6th.

Lamb: 6th, thank you. Then the Public Hearing will be that night and everybody's welcome to make comments on the application.

Bonnie Martin: Okay. So, we don't expect that, I mean I guess, could the applicant just continue to ask for delay after delay or do we...

Lamb: We've never run cross a situation where they've asked for multiple delays, but I mean I guess, if they did we would go ahead and accommodate that but at some point if they ask so many, like I said, we would say what's going on? We're either going to or the Council could just go ahead and decide to go ahead and hold the hearing themselves anyway.

Bonnie Martin: Okay.

Lamb: And see what they want to go ahead and take action. We don't, rarely does that happen.

Bonnie Martin: Okay, all right. I just want to ask because I didn't know.

Lamb: Sure.

Bonnie Martin: I just, that's all so thanks for helping me understand.

Piontek: Ma'am, I just want to be, you don't have any comments on this particular application is that correct?

Bonnie Martin: Which particular?

Lamb: The one that we have the hearing going on for now.

Piontek: The one on Jefferson Street.

Wessels: Jefferson Street.

Bonnie Martin: The Jefferson Street?

Lamb: Yes.

Piontek: Right.

Bonnie Martin: No.

Piontek: Thank you.

Bonnie Martin: Thank you.

Hagedorn: Anybody else have anything regarding the Jefferson Street Airbnb proposal? Okay.

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. 22-12722, Ordinance No. 22-13685, an ordinance granting a special use permit to utilize 1104 Jefferson Street as a vacation rental in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

CITIZENS COMMENTS

- * None

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * 2022 Building Report (See Attachment A)

Public Works Director John Nilges discussed the 2022 Building Report. After discussion, a motion to accept this item into the minutes made by Councilmember Holtmeier, seconded by Councilmember Behr, passed without dissent.

- * Downtown Washington, Inc. Annual Report

Executive Director Tyler King of Downtown Washington, Inc. gave a presentation on the Year in Review for 2022. After discussion, a motion to approve the presentation made by Councilmember Holtmeier, seconded by Councilmember Wessels, passed without dissent.

- * Sporlan Valve Plant No. 1 Update

Emergency Management Director Mark Skornia and EPA Remedial Project Manager Isabel Villaneda-van Vloten updated Council and gave a presentation on the Sporlan Valve Plant No. 1 Superfund Site. Topics of discussion included Sporlan Valve Plant No. 1 Site Location, primary site contaminant, exposure pathways, site history, recent site actions, new groundwater data, soil, sediment and surface water samples, tree core survey and results, additional indoor air sampling, planned groundwater wells and what the next steps will be. After the presentation, discussion ensued.

- * Rabbit Trail Drive/Phoenix Center Drive/International – CMAQ Application

Public Works Director John Nilges discussed the Rabbit Trail Drive/Phoenix Center Drive/International Project and CMAQ Application. After discussion, a motion to have a

Resolution of Support for the CMAQ Application at the February 6, 2023, Council Meeting made by Councilmember Hidritch, seconded by Councilmember Wessels, passed without dissent.

* Fairgrounds Pavilion

January 17, 2023

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Request to go out to bid – Fairgrounds Pavilion Concrete Pad

Honorable Mayor and City Council,

The Town & Country Fair Board is proposing a new metal pavilion on the site where the Entertainment Tent is located during the Town & Country Fair. In the past, rental tents have been placed on the asphalt pad but rental tents are becoming harder to find and the asphalt pad is deteriorating. Removal of the old asphalt pad and construction of a new metal pavilion is being proposed. The Fair Board is proposing to fund the new metal pavilion structure and the Parks and Recreation Department is proposing a concrete pad for the new pavilion. The new pavilion and concrete pad could then serve the ever-growing local Pickleball population with four covered Pickleball Courts when the pavilion is not being used during the Fair. Over the last year, several citizen groups have attended the Parks & Recreation Commission meetings advocating for more outdoor Pickleball Courts, especially on the west end of the City.

Attached is an estimate sheet detailing the approximate cost of a concrete pad funded by the City. Funding for this project could include \$26,379.00 the City received from the 2022 Fair Contract and \$73,621.00 in ARPA funds.

The Parks and Recreation Commission and Staff recommend that Council consider bidding out the purchase of the concrete for the new Fairgrounds Pavilion.

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker, MA, CPRP

Director of Parks and Recreation

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Fairgrounds E-Tent Pavilion Concrete Project 2023

Proposed Concrete pad - 160' x 70'

Proposed Sidewalks - 66'L x 10'W and 60'L x 10'W

Existing Asphalt pad - 179' x 75'

Tent size used by the Fair - 150' x 60'

Contracted Out Concrete - ESTIMATE	Cost	
Concrete slab - 5" thick 11,200 SF	\$ 67,200.00	
Concrete sidewalks - 4" thick 1,260 SF	\$ 9,135.00	
Curb for hill on north side of pavilion - 160 SF	\$ 6,400.00	\$82,735.00 Total

In House Tasks - ESTIMATE	
Remove all asphalt, level pad, rock, grade, backfill etc.	
Rock approx. - 300 ton	\$ 3,000.00
Pickleball net & post systems for 4 courts	\$ 5,000.00
Cost to install pickleball net & post systems	\$ 1,000.00
Paint pickleball lines	\$ 2,300.00
Seed (3 bags)	\$ 450.00
Fertilize (4 bags 20/10/10)	\$ 120.00
Straw (30 bales)	\$ 150.00
Dirt	\$ 150.00
Misc.	\$ 500.00
Project Total	\$ 95,405.00

In House Labor - ESTIMATE	
4 days labor to remove asphalt - 3 guys (\$25 hour)	\$ 3,000.00
4 days labor to grade area - 4 guys	\$ 4,000.00
2 days hauling rock - 2-3 guys	\$ 1,200.00
Labor Total	\$ 8,200.00

After discussion, a motion to go out to bid for the concrete work made by Councilmember Holtmeier, seconded by Councilmember Wessels, passed without dissent.

* 9-1-1 Update

January 17, 2023

Honorable Mayor and City Council

Washington, MO

Re: 911 Update

Honorable Mayor and City Council,

On January 4th I met with Abe Cook from Franklin County and Todd Karl from AT&T to review the numbers for 911 equipment charges. After reviewing the numbers there were items that were not included in our contract directly with AT&T which caused a significant

financial increase for the City to contract directly with AT&T. The additional costs are as follows:

9-1-1 Circuits – \$468.00 monthly with a one-time cost of \$2,160.00

ALI Circuits - \$230.00 monthly with a one-time cost of \$380.00

DNs - \$69.51 monthly

The total over 5 years including these costs for the City of Washington to contract with AT&T directly is \$341,444.13. The total cost over 5 years for the City of Washington to contract with Franklin County provided at this meeting is \$290,457.61 (difference of \$50,986.52. This number could change if group discount of \$15,835.28 is removed).

After further review of the offer provided by county and contracting directly with AT&T, it would be fiscally prudent to go with the county's offer.

Sincerely,

Jennifer Brune

Director of Communications

Director of Communications Jennifer Brune updated Council on the 9-1-1 Contract. Discussion ensued.

ORDINANCES/RESOLUTIONS

Bill No. 22-12723, Ordinance No. 22-13686, an ordinance imposing a sales tax rate at a rate of three percent on all tangible personal property retail sales of adult use marijuana sold within the City of Washington, Missouri, pursuant to Article XIV, Section 2.6(5) of the Missouri Constitution subject to the approval by the voters of the City at the General Municipal Election to be held on April 4, 2023; designating the form of ballot; and directing the City Clerk to provide notice of said election.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12724, Ordinance No. 22-13687, an ordinance authorizing and directing the execution of a use agreement by and between the City of Washington, Missouri and the Missouri State Highway Patrol.

The ordinance was introduced by Councilmember Holtmeier.

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

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Bill No. 22-12725, Ordinance No. 22-13688, an ordinance authorizing and directing the execution of an easement deed by and between the City of Washington, Missouri and Marsha Kjellberg.

The ordinance was introduced by Councilmember Behr.

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

Bill No. 22-12726, Ordinance No. 22-13689, an ordinance amending Ordinance No. 22-13581 and enacting in lieu thereof an ordinance authorizing and directing the execution of an easement deed by and between the City of Washington, Missouri and Charles C. Schroepfer.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 22-12727, Ordinance No. 22-13690, an ordinance authorizing and directing the execution of a temporary construction easement agreements by and between the City of Washington, Missouri and LB Jr & William W Eckelkamp Trs, St Peters United Church of Christ, Kevin R & Brenda S Peters, Sal Maniaci, Richard T Moore & Angela J Mosbach, Debie L Brewer, Louis B Eckelkamp Inc., Anders Holdings LLC, Roger C & Deborah A Aholt Joint Revocable Trust, Stacie M Edwards, Eckelkamp Enterprises LLC, Cowboys Holdings LLC, 4ZS Enterprises LLC, Geneva Lakes LLC, Caleb Thomas, Tina M Behlmann Revocable Trust, Jayne M Barringhaus, Morgan Moorhead & Justin Lowrance, Franklin County Vacuum LLC, Michel E Vollmer, Ralph F & Marceline Teague, Adam D. Vehige, Jimmy L & Carly T Cooper, Molly Femmer, Michael & Molly Root Joint Living Trust, Darren E & Amy L Hellmann, Eckelkamp Inv Co, Eckelkamp Ent, Jefferson Street Developers LLC, Parker-Hannifin Corp, Harms-Troesser Properties LLC, Arco Properties LLC, Veterans of Foreign Wars, Big Boys Properties LLC, Midwest Real Estate Company LLC, Barry J Grus Revocable Trust, Brinker Joint Revocable Trust, Donna M Woolery, Alta M Smith, Kleekamp Brothers Dev LLC, BVE Holdings LLC, Weiss Property Management LLC, Gary A & Donna J Hamann Joint Revocable Trust, Jeremy & Jennifer Bryant, Roger & Susan Langkopf, Roger D & Susan L Langkopf, Uptick Enterprises LLC, Daniel F & Kacye A Strohmeier, Jerome F Kuenzel Revocable Living Trust & Donna M Kuenzel Revocable Living Trust, Loretta Kossakowski, Dominica Diane Alfermann, Allen Revocable Trust, 1400 Jefferson LLC, Union Electric Co, JDTF Family Properties LLC, Rockwood Asset Management 6 LLC, Cataldo & Liberata S Alu and Lester A Stumpe Trust Etal.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12728, Ordinance No. 22-13691, an ordinance authorizing and directing the execution of a contract agreement with N.B. West Contracting Company for the 2023 Overlay Project and Amend the 2023 Budget.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 22-12729, Ordinance No. 22-13692, an ordinance approving Amendment No. 1 to the development plan for acquisition of an industrial tract commonly known as the Richard Oldenburg Industrial Park providing for the sale of a lot to Precoat Metal Washington, LLC.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12730, Ordinance No. 22-13693, an ordinance approving a boundary adjustment for Wash Mo Main Street Development Plat in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Resolution No. 22-13694, a resolution authorizing the City of Washington, Missouri to apply for funding through the East-West Gateway Council of Governments to provide for the Third Street Roadway and ADA Compliance Project in the City of Washington, Franklin County, Missouri.

The resolution was introduced by Councilmember Wessels, seconded by Councilmember Holtmeier. After discussion, the resolution passed.

COMMISSION, COMMITTEE AND BOARD REPORTS

* Preliminary Plat Approval – Richard Oldenburg Industrial Park 1

January 9, 2023

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 23-23-0103-Preliminary & Final Plat-Richard Oldenburg Industrial Park Plat 1

Mayor & City Council

At their January 9, 2023 meeting the Planning and Zoning Commission voted to recommend approval of the above plats with an unanimous vote.

Sincerely,
Thomas R. Holdmeier
Commission Chairman

After discussion on the preliminary and final plats of Richard Oldenburg Industrial Park Plat 1, a motion to accept and approve this item was made by Councilmember Behr, seconded by Councilmember Hidritch, passed without dissent.

Bill No. 22-12731, Ordinance No. 22-13695, an ordinance approving the final plat of Richard Oldenburg Industrial Park Plat 1 in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Behr.

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

MAYOR'S REPORT

- * Second Council Meeting in February – Tuesday, February 21, 2023 due to President's Day Holiday

CITY ADMINISTRATOR'S REPORT

- * None

COUNCIL COMMENTS

- * Discussion on fiber optic companies tearing up streets and curbs.
- * Discussion on options for a panhandling ordinance.
- * Update on DNR MS4 Program.
- * Discussion on sound/decibel ordinance.

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 9:19 p.m. on the following roll call vote; Hidritch-aye, Behr-aye, Coulter-aye, Holtmeier-aye, Reed-aye, Wessels-aye, Patke-aye.

The regular session reconvened at 10:04 p.m.

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ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 10:04 p.m. by Councilmember Patke, seconded by Councilmember Wessels passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

Attachment A

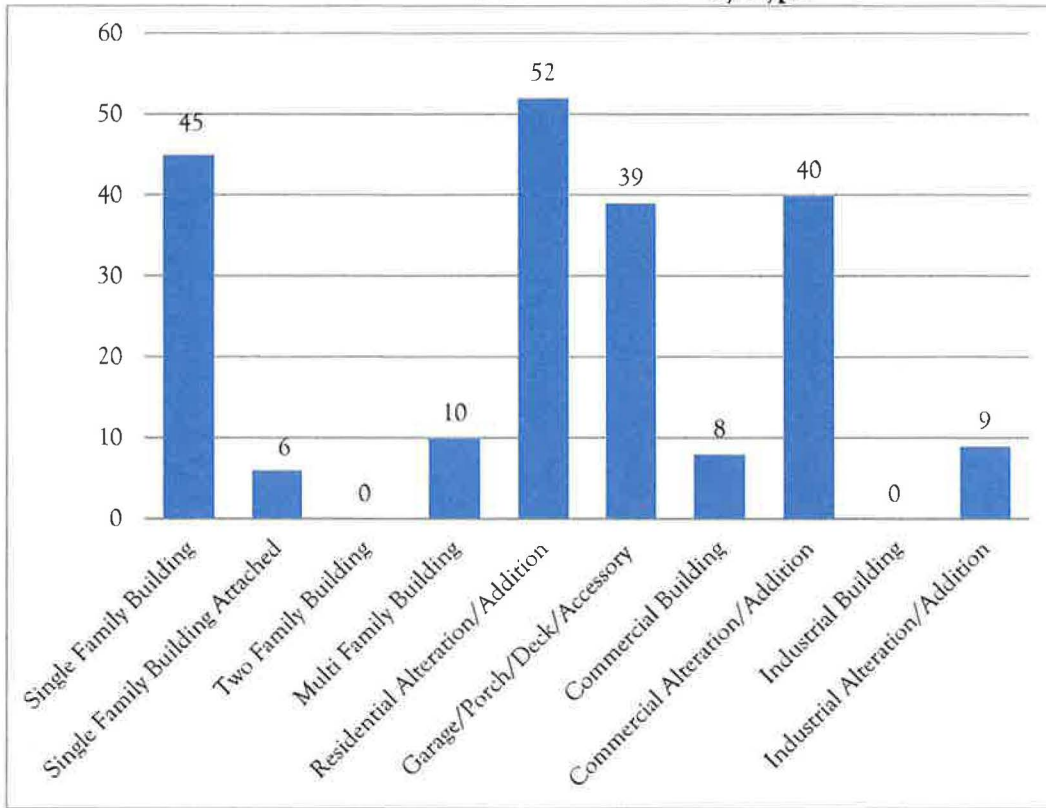
City of Washington, Missouri
Department of Planning and Engineering Services/Building Code Enforcement
2022 Permit Report

The City of Washington issued 1054 permits in 2022 with a valuation of \$85,605,381.

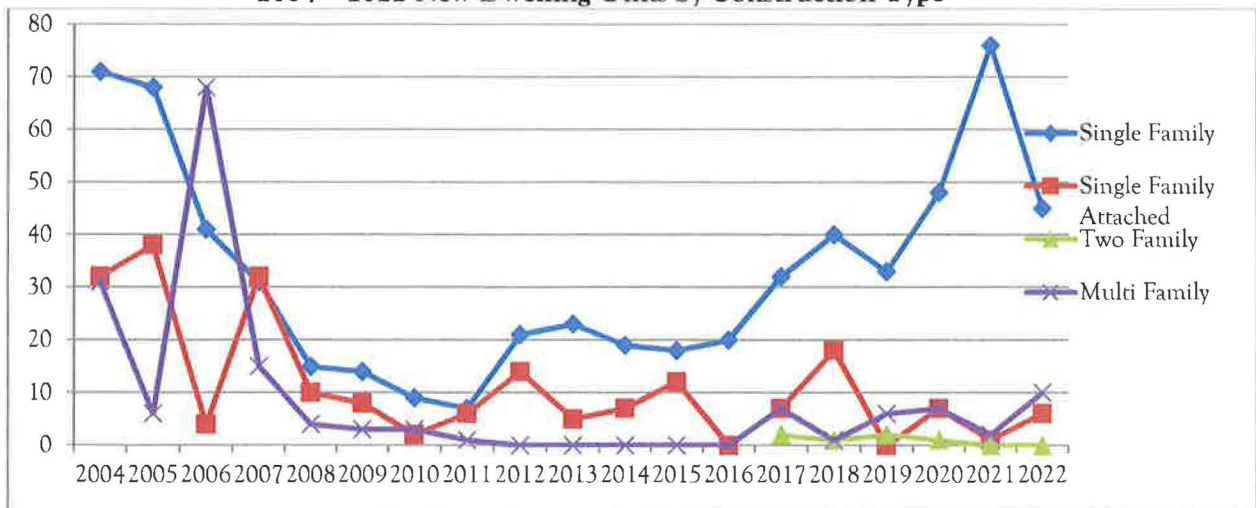
The permits were broken down as follows:

PERMIT TYPE	TOTAL PERMITS	VALUATION
Single Family Building	45	\$14,143,515
Single Family Building Attached	6	\$1,984,100
Two-Family Building	0	
Multi-Family Building	10	\$27,075,637
Mobile Home Setup	4	\$118,500
Residential Addition	9	\$1,047,000
Residential Alteration	55	\$1,766,781
Commercial Building	8	\$8,844,011
Commercial Addition	2	\$8,342,001
Commercial Alteration	38	\$10,560,392
Industrial Building	0	
Industrial Addition	2	\$6,350,000
Industrial Alteration	7	\$1,049,445
Accessory Building	16	\$733,155
Retaining Wall	3	\$162,500
Deck/Porch	23	\$366,710
Swimming Pool	6	\$427,931
Fire Protection	23	\$806,222
Electric Service	49	\$257,460
Sewer Lateral/Repair	27	\$30,891
Street Excavation	62	
Grading	8	
Demolition (interior and exterior)	11	\$214,500
Blasting	1	
Fireworks	3	\$1,300
Antenna/Cell Tower	5	\$93,000
Sign/Awning	41	\$602,712
Municipal	1	\$250,000
Miscellaneous	20	\$377,618
Floodplain Development	4	
Subdivision Development	2	
Preliminary Plat	8	
Boundary Adjustment	6	
Rezoning	8	
Special Use	15	
Variance	2	
Voluntary Annexation	3	
Historic Design Review	18	
Residential Occupancy	473	
Commercial Occupancy	30	
Industrial Occupancy	0	
Permit Totals	1054	\$85,605,381

2022 General Construction Permits by Type

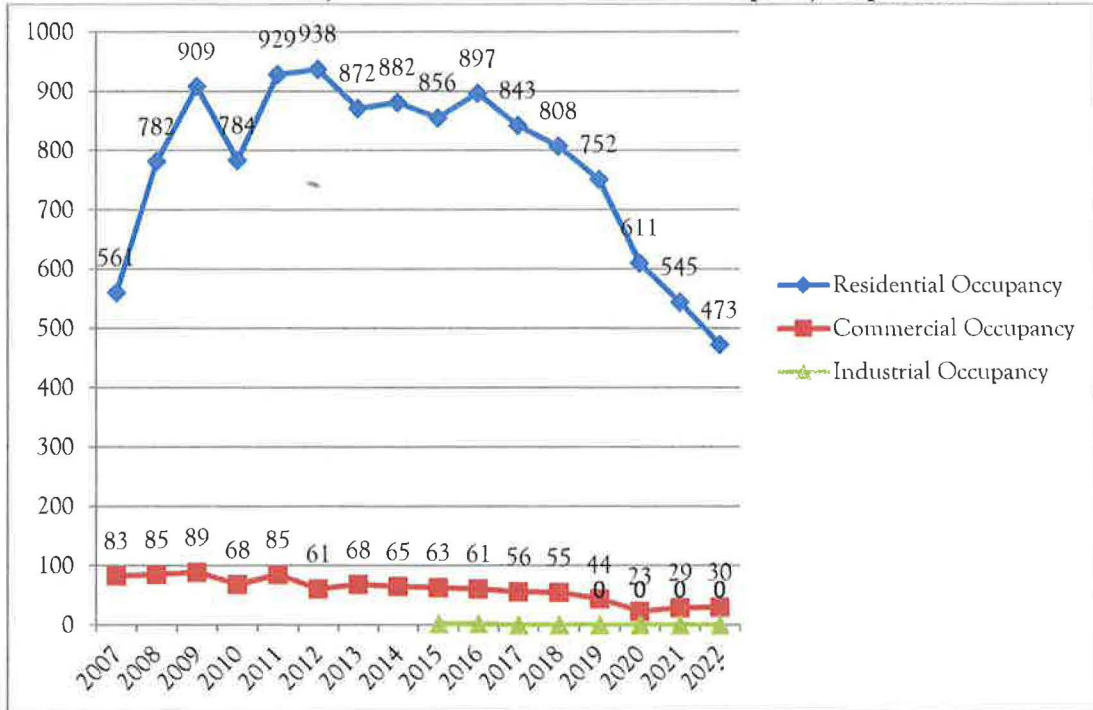


2004 - 2022 New Dwelling Units by Construction Type



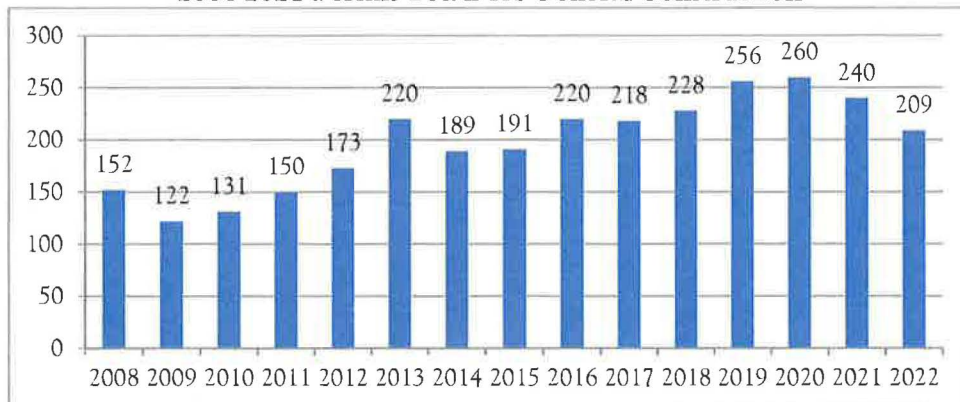
The Residential Occupancy Inspection Program began on April 1, 2007. Residential occupancy inspections were down from 545 in 2021 to 473 in 2022. Commercial occupancy inspections were up from 29 in 2021 to 30 in 2022. The number of Industrial inspections remained the same with 0 for both 2021 and 2022.

2007-2021 Residential, Commercial and Industrial Occupancy Inspection Permits

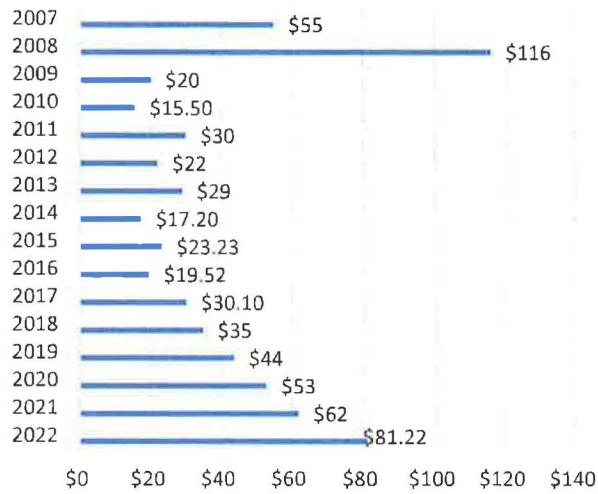


Permit totals for general construction were down from 240 in 2021 to 209 in 2022. This number includes general construction only.

2008-2021 Permit Totals for General Construction



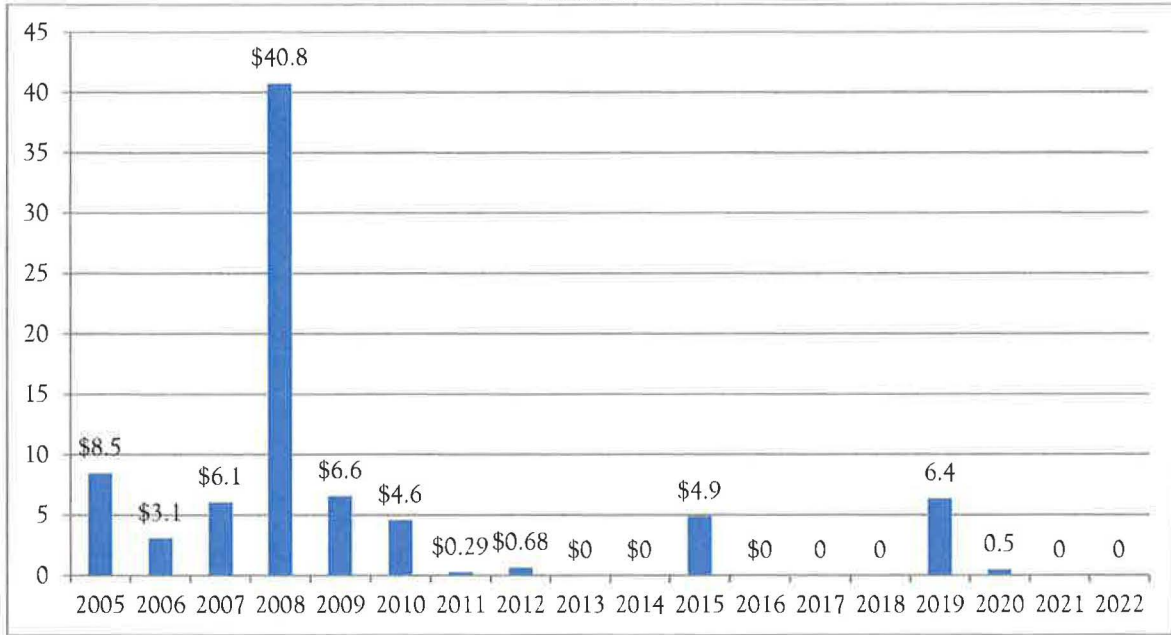
**2007-2022 General Construction Dollars in Millions
(Residential/Commercial/Industrial)**



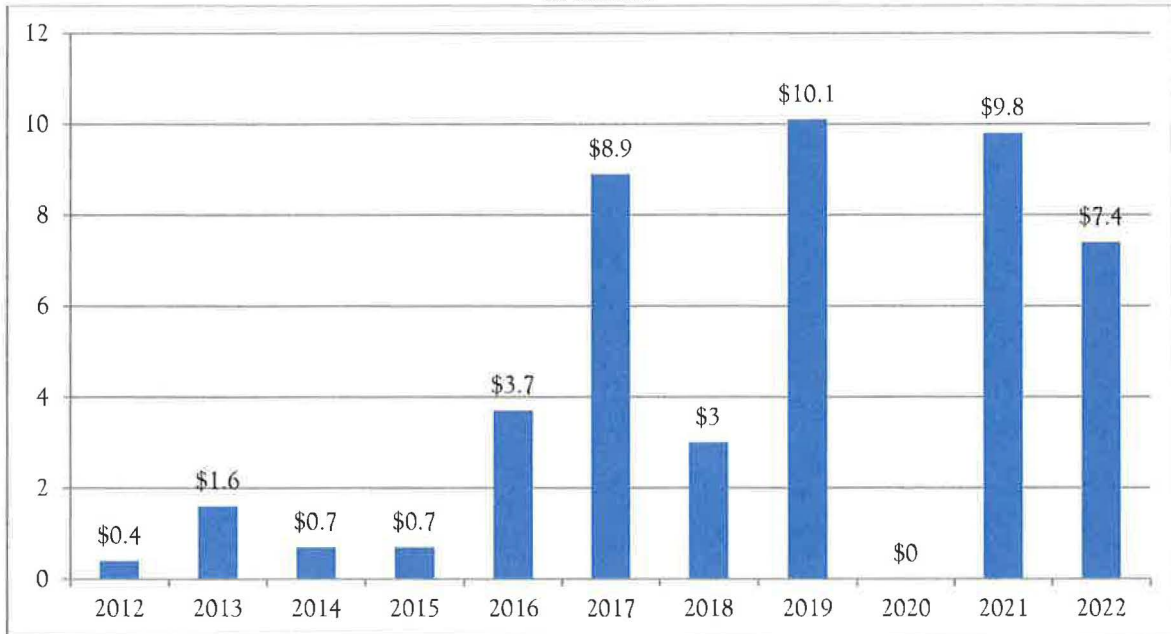
**2007-2022 Commercial Construction Dollars in Millions
(New/Additions/Alterations)**



2005-2022 Industrial Construction (New Only)
in millions



2012-2022 Industrial Construction (Additions/Alterations Only)
in millions



New commercial/industrial construction (including additions and alterations) in 2022 included:

Waterworks Building, 1 Elbert Dr. – interior alterations	\$478,000
207 E. 5 th St. – interior demo of office space	\$3,500
Canam Steel, 2000 W. Main St. – 1 st floor renovation	\$750,000
331 WW Industrial Park Dr. – renovation for food processing operation	\$7,400,000
Rawlings, 200 Westlink Dr. – warehouse expansion to existing facility	\$8,050,000
7 W. Main St. – add emergency exit stairwell on rear of building	\$12,500
204 Lange Dr. – replace entry canopy and pergola	\$50,000
207 E. 5 th St. – renovation of office space	\$100,000
200 Westlink Dr. – install automotive paint booth and paint mixing room	\$122,000
Goodwill, 5888 HWY 100 – install gas RTU's	\$69,000
Goodwill, 5888 HWY 100 – truck docks, interior alterations	\$250,000
Goodwill, 5888 HWY 100 – plumbing and gas piping	\$72,500
Midwest Military, 3 Chamber Dr. – solar panel install	\$31,350
1400-1406 Washington Square – commercial strip mall	\$1,500,000
6349 Avantha Dr. (WEG) – 31k sq ft metal building addition	\$5,500,000
1642 E. 5 th St. – add offices upstairs	\$16,000
1403 Jefferson St. – add gas line and vent for roaster and dryer	\$5,000
901 E. 5 th St. – renovation of scope cleaning rooms	\$125,000
901 E. 5 th St. – pad for CT trailer	\$50,000
106 W. Main St. – replace roof trusses and windows / change interior framing	\$38,000
1920 Washington Crossing – commercial alteration at Arby's	\$210,000
14 W. Main St. – Phase 1 alteration (Andy's Produce)	\$75,000
323 W. 5 th St. – hood suppression system	\$3,000
2016 Washington Crossing – install hood suppression system	\$5,000
1351 Jefferson St., Ste. 208 – commercial alteration for Everside Health	\$10,081
6480 Enduro Dr. – demo wall and add wall	\$40,000
323 W. 5 th St. – replace type 1 hood and fans	\$20,000
1450 Huxel Dr. – new building for Missouri Furniture	\$4,000,000
1701 A Roy Dr. (WalMart) – interior remodel to specific areas	\$500,000
2000 E. 5 th St. – interior remodel for tenant finish	\$50,000
1400 Washington Sq. (Jimmy Johns) – tenant finish	\$200,000
2999 Recreation Dr. (Mach 1) – new building	\$470,000
1450 Huxel Dr. (Missouri Furniture) – solar panels	\$74,925
1451 High St., Ste. 109 – tenant buildout	\$10,000
4 Southlink Dr. (Hellebusch Tool & Die) – shop addition	\$850,000
325 W. Front St. (old freight depot) – remodel	\$250,000
1905 E. 5 th St. (Pizza Hut) – remodel	\$97,000
1000 Don Ave. – apartment complex clubhouse	\$1,752,010
2300 Southbend Dr. – athletic field with 4 ballfield dugout structures	\$100,000

1874 HWY A, Ste. 200 – O’Reilly Auto Parts addition	\$292,001
3101 Recreation Dr. – tenant finish	\$16,000
1946 Charlottes Way – lights and outlets in Shoe Carnival	\$9,000
2999 Recreation Dr. – tenant finish for Mach 1	\$75,000
890 Washington Corners – interior LED retrofit at Walgreens	\$12,500
120 Busch St. – remove and rebuild Sharpshooter Club pavilion	\$12,000
8 W. 2 nd St. – concrete tearout/replace	\$35,000
6440 Enduro Dr. – rooftop solar array	\$224,880
1451 High St., Ste. 111 – commercial alteration for Guffey’s	\$73,826
1088 Washington Square, renovation for retail	\$21,680
1404 Washington Square, tenant finish for Remax	\$130,000
127 Elm St., Ste. 100, build interior wall	\$13,000
410 Lafayette St., mechanical upgrades for the library	\$1,176,945
2000 W. Main St., replace ADA ramp and stairs for Canam Steel	\$29,595
1105 Clock Tower Plaza, expand River City Music into neighboring building	\$15,000
4 Southlink Dr., build restrooms for Hellebusch Tool & Die	\$26,500
4 Franklin Ave. – temp building for MO Health & Wellness Dispensary	\$20,000
900 Don Ave. – new retail strip center	\$990,000



January 31, 2023

Re: Liquor License

Mrs. Sherri Klekamp, City Clerk
City of Washington
405 Jefferson Street
Washington, MO 63090

Dear Sherri,

Christina Heggemann has submitted an alcohol license application for the privilege of selling intoxicating liquor of all kinds by drink. She will sell Monday through Saturday as well as Sunday. Mrs. Heggemann business is named Guffey's LLC.

Mrs. Christina Heggemann has submitted all required paperwork and has paid the \$250.00 fees.

Mrs. Christina Heggemann has asked that her application go before the City Council on February 6, 2023.

Sincerely,

A handwritten signature in blue ink that reads "Heather M Parker".

Heather M Parker, Clerk
City of Washington



January 26, 2023

Mayor & City Council
405 Jefferson Street
Washington, MO 63090

Dear Mayor & City Council,

Attached for your approval is the final payment request from KJ Unnerstall for the South Point Road Improvement project. This amount is for the retainage we had held back.

Thank you.

Gina Vanek

Gina Vanek
Administrative Assistant



FINAL PAYMENT REQUEST

NAME OF PROJECT: South Point Road Improvements

CONTRACTOR: KJU, Inc.

Original Contract Amount:	\$545,000.00
Previous Payments:	\$516,045.22
Final Payment Request:	\$ 27,152.77
Balance to Close Out P.O.	\$ 1,802.01

Accepted:

Approval:

Date: _____

Date: _____

KJU, Inc.

CITY OF WASHINGTON, MISSOURI

By: _____

By: _____

Title: _____

Title: _____



K.J.U. Inc

4923 South Point Rd
 Washington, MO 63090
 Phone: (636) 239-2028
 Fax: (636) 239-2002

Invoice

Invoice Number	3571
Invoice Date	12/31/2022

Bill To: City Of Washington
 405 Jefferson St
 Washington, MO 63090

Re: South Point Rd Improvements
 Southpoint Rd
 Washington, MO 63090

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
22025	C/O WSRD		AIA	1/30/2023
Description				Price

South Point Road Improvements PA#5 Through 12/31/2022 - Releasing Part of the Retainage

See Attached Full AIA for Unit Quantities and breakdown of cost share	50,984.39
Less Retainage	-9,900.00
Less Amount to be Paid by WSRD	-13,931.62

Below reflects amount to be paid Directly by City of Washington

Subtotal	\$	27,152.77
Sales Tax (if applicable)	\$	0.00

NOTICE TO OWNER

Total Due \$ 27,152.77

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICE TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAMPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR TWICE

Thank you for your business!

16

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

Excellence in Baseball/Softball Award

Whereas, the City of Washington's Hall of Fame recognizes outstanding individuals in the community; and

Whereas, The D.H. "Dutch" Borcharding Excellence in Baseball/Softball category awards individuals that give back to the community in areas of baseball and softball; and

Whereas, the Washington Youth Sports Association is an organization which has promoted mental and physical health for the children of this community for three decades and prides itself on its participation of upward of 1,000 players in a season for age groups ranging from four to eighteen years old in T-ball, baseball and softball leagues; and

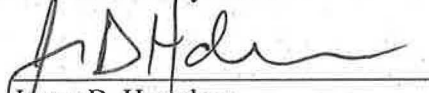
Whereas, Mike and Eileen Stapp have volunteered their time to the Washington Youth Sports Association for more than 28 years; and

Whereas, Mike and Eileen Stapp have instructed the game of baseball and softball and have created a platform which encouraged teamwork amongst students, offered opportunities for young people to gain confidence and work experience in concessions or umpiring. They further created a scholarship program and an assistance program for parents who could not afford the payment to play.

Now Therefore, I, James D. Hagedorn, by virtue of the authority vested in me as Mayor of the City of Washington, and on behalf of the entire City Council hereby take great pride and pleasure in paying tribute to Mike and Eileen Stapp and hereby proclaim The D.H. "Dutch" Borcharding Excellence in Baseball/Softball Award for their dedicated years of service to the Washington Youth Sports Association.



In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of February 2023.


James D. Hagedorn
Mayor



January 9, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 23-0101-Short Term Rental-612 Riverview Place

Mayor & City Council:

At their January 9, 2023 meeting the Planning and Zoning Commission voted to recommend denial of the above Special Use Permit with an unanimous vote.

Sincerely,

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

Thomas R. Holdmeier
Commission Chairman

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: January 19, 2023

Re: File #23-0101 – Short Tern Rental – 612 Riverview Place

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 612 Riverview Place

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-1B
South	Single Family	R-1B
East	Single Family	R-1B
West	Single Family	R-1B

Analysis:

The applicant is requesting a special use permit to utilize 612 Riverview Place for Vacation Rental Dwelling. The structure is currently a single-family home in an R-1B Single Family District. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. There are existing short term lodging establishments approximately 2 blocks east and west of the subject property with no known complaints or issues. There is also a lengthy driveway that will provide ample parking for the guests. Staff believes the proposal is compatible with other uses in the area.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwelling at 612 Riverview Place.



RIVERVIEW PL.

12" ALLEY

50'

50'

20'

20'

60'








12'

60'

Legend

Zoning

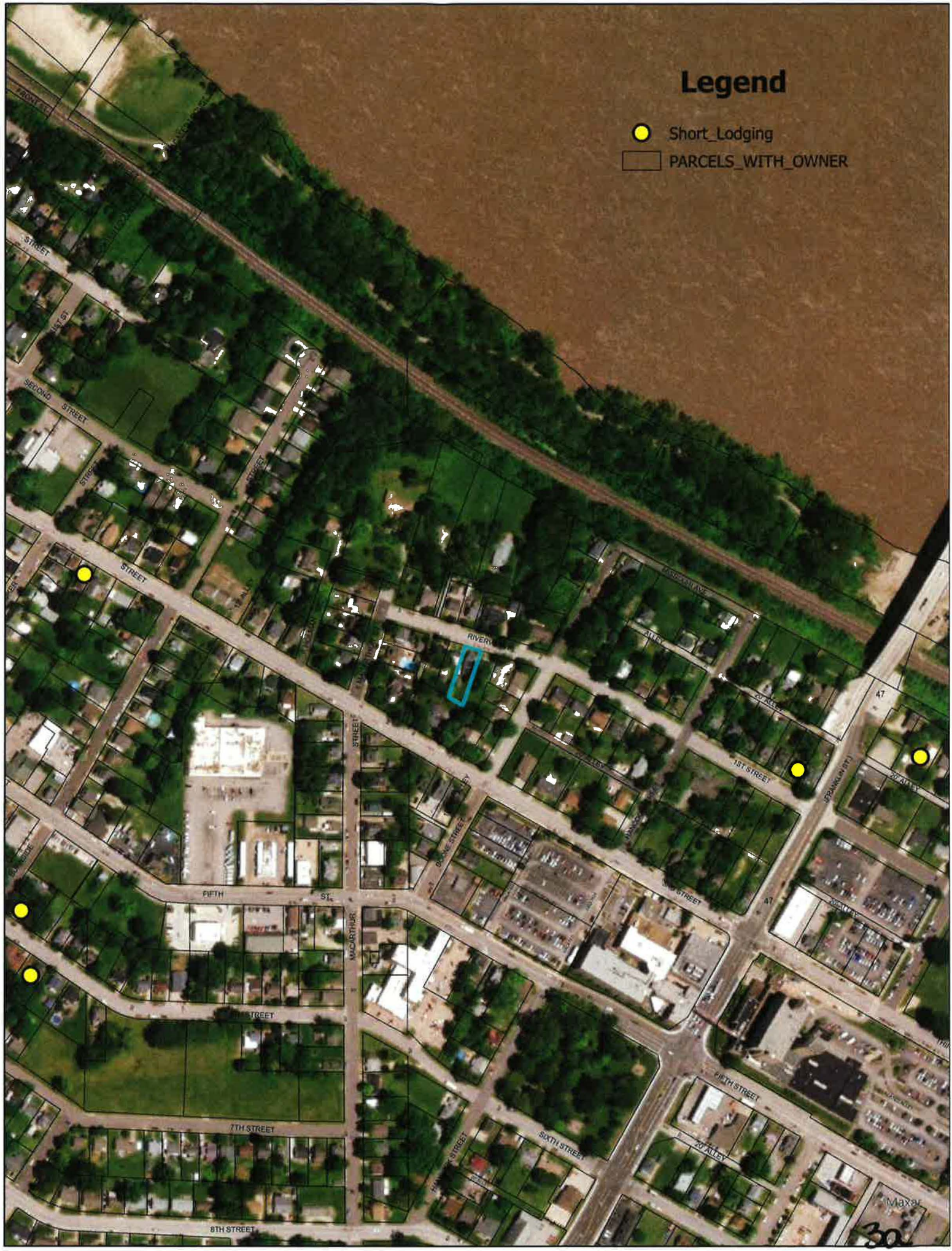
ZONING

-  C-1
-  C-2 O
-  M-1
-  R-1B
-  R-2
-  R-2 O
-  PARCELS WITH OWNER



Legend

- Short_Lodging
- ▭ PARCELS_WITH_OWNER



23-0101

CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 Jefferson Street · Washington, MO 63090
636.390.1010 Phone · 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

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

Please Print:

Street Address: 612 Riverview Place Washington, MO 63090

Lot: _____ Subdivision: City of Washington PID# _____

Applicant Name: Marci DeArriba Kiel Phone: 314-780-1092

Address of Applicant: 3936 McRee Ave, St. Louis, MO 63110

Owner: Marci DeArriba Kiel Phone: 314-780-1092

Owner's Address: 3936 McRee Ave, St. Louis, MO 63110

Current Zoning: Residential Proposed Zoning: Residential w/ short term guests

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

Lot Size: Frontage _____ (feet) Depth _____ (feet) Number of Stories 1.5

Number of Units: 1 Number of Off-Street Parking Spaces: 4+

Include with this Special Use Permit Application:

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

Marci DeArriba Kiel
Signature of Applicant

12/9/22
Date

Marci DeArriba Kiel
Applicant Name Printed

3a

SPECIAL USE PERMIT EVALUATION CRITERIA

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

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

Since the home will be used part time for short term rentals, the appearance of the home will constantly be monitored and manicured to look nice for guest. The neighbors will be respected, and guests will have strict quiet hours.

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

The home is average size compared to the other homes on the street

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

There will be no special events or parties allowed. The home will only be used for residential use.

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

There will not be an increase in traffic because of this rental.

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

No special activities will be permitted at this home, so there won't be an increase in noise level.

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

n/a

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

The appearance of this home will only help the neighborhood. I have already improved the property since purchasing, including renovations, landscaping, etc. I have plans for continued improvements including a new driveway, detached garage remodel, and additional landscaping.

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties, and in terms of presence in the neighborhood.

There will be no special lights on the home.

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.

I have hired a landscaper that will keep the property nicely landscaped / manicured all year long.

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water run-off, and heat generation.

n/a

We, the undersigned, Request the committee deny a Special Use Permit to operate a Short Term Rental Business at 612 Riverview Place, due to the overwhelming disapproval of neighboring residents.
 - WE PETITION Planning & Zoning / city council to deny said Request

NAME (PRINTED)	ADDRESS (PRINTED)	SIGNATURE
TAMARA WHEATEY	616 Riverview Place Washington, MO 63090	Tamara Wheatley
Jim Kamper	615 E 3rd St, Washington MO	Jim Kamper
Key Kamper	615 E 3rd St. Washington 63090	Key Kamper
Kinsley Kamper	615 E 3rd St Washington MO 63090	Kinsley Kamper
Chris Schrader	701 East 3rd Washington, MO	Chris Schrader
Rick Schneider	701 East 3rd Washington, MO	Rick Schneider
Russ Wood	613 E 3rd Washington MO	Russ Wood
Annie Klingler	609 Riverview Place Washington MO	Annie Klingler
Whitney Duvall	417 E. 3rd Street Washington MO 63090	Whitney Duvall
Tucker Blake	417 E. 3rd Street Washin MO 63090	Tucker Blake
Claire Darling	610 E 3rd St Washington MO 63090	Claire Darling
Larry Manhart	23 MacARTHUR Washington MO 63090	Larry Manhart
Elizabeth Manhart	23 MacARTHUR Washington MO 63090	Elizabeth Manhart
TERRY ALFERMAN	610 RIVERVIEW WASHINGTON MO 63090	Terry Alferman
BEVERLY ALFERMAN	610 RIVERVIEW WASHINGTON MO 63090	Beverly Alferman
Bonne Martin	4 Riverview Ct. Washington MO 63090	Bonne Martin
Michael C Martin	4 Riverview Ct Washington, MO 63090	Michael C Martin
Greg Curran	2 Riverview Ct WASHINGTON, MO 63090	Greg Curran
Dalea Curran	2 Riverview Ct. Washington, MO 63090	Dalea Curran
Xonna Garza	3 Riverview Ct Washington, MO 63090	Xonna Garza
Carolyn Kluesner	611 Riverview Pl Washington 63090	Carolyn Kluesner
Michael Smith	701 EAST 1ST ST. WASHINGTON, MO 63090	Michael A. Smith
Rodney Schwartz	on Carol Wilson wharf 615 Riverview Ct 63090	Rodney Schwartz
Maria Brady Smith	701 E. First St. Washington, MO 63090	Maria Brady Smith

See grievance summary that follows.

MON. Jan 9,
2023

①

To: Planning and Zoning Committee of Washington
Council Chamber @ City Hall

WHEREAS a property investor has asked
this city for A Special Use Permit to
operate a short term rental Business
at 612 Riverview place, Washington Mo.

The property Owners and residents in
close proximity to ABOVE Address ask the
committee for a denial, with the following
summarized grievances in mind:

1.) Parking - Our community on Riverview pl. has
two homes w/o driveways. These residents, families, friends
and maintenance workers use Street parking.
Majority of others have single lane driveways and
utilize the Street in front of their property, or nearby.
When you add snow, leaf and Trash removal, Street Cleaning
and for 7-8 mos. the 5 Lawn Co's that need parking
Once a week it becomes a problem.

2.) Lack of a permanent resident - to Live in
a home creates an investment in the Community surrounding
the home. Most residents want a stable, established
Community, as it creates good neighbors and a sense of
stability and Safety, people who care about their homes and
neighbors. We have a neighborhood like that. A vacant
home, at least a non-resident home, tends to de-
stabilize the surrounding area. Without a true
investment the neighbors feel left to "babysit"
the building. In the end a 'for profit' only home
is detriment to a neighborhood, unless you are the owner. 30

(2)

3.) ZONING - WHEN residents of a community buy housing they usually want a decent home in which to live and perhaps raise a family. These areas are within a zoning area for residential homes. It takes lots of looking for places that match to what people want and our neighborhood has become a sought after area that people would love to live in. Now, however, our city is allowing investors who run businesses to come in, prior to houses going on the market, purchase our residential homes to create 'little hotel-like businesses, without even living in our community. This neighborhood feels betrayed and punished by the actions.

4.) Noise - we are all concerned by the probability of loud vacationers. We know there will be no one at the home to be accountable. The neighbors are quite frustrated that these problems will be ours as the owner won't be there. This is truly NOT problems that should be deferred to the residents in cities. The profiteer in these instances will only profit from the business, the neighbors will suffer all the disturbances.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
612 RIVERVIEW PLACE AS A VACATION RENTAL IN THE CITY
OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

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

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, February 6, 2023, notice of said hearing having been duly published in the "Washington Missourian"; and

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

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

SECTION 1: That a Special Use Permit be issued for 612 Riverview Place for a use as a Vacation Rental.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



RIVERVIEW PL.

12\"/>

50'

20'

50'

60'

12'

60'

20'

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING EXHIBIT A OF ORDINANCE NO. 21-13459 BEING AN ORDINANCE ANNEXING APPROXIMATELY 115 ACRES OF THE WATERMAN FARM AS M-2, HEAVY INDUSTRIAL, INTO THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

Whereas, on December 20, 2021 the City Council of the City of Washington, Missouri passed Ordinance No. 21-13459 being an Ordinance Annexing Approximately 115 acres of the Waterman Farm as M-2, Heavy Industrial, into the City of Washington, Franklin County, Missouri; and

Whereas, said Ordinance included as Exhibit A a description of the property to be annexed that unintentionally omitted approximately 5.57 acres, more or less; and

Whereas, the City Council followed all of the prerequisites to annexation of the entire approximately 115 acres, but the Ordinance only described 109.81 acres, more or less; and

Whereas, the City Council deems it necessary and appropriate to amend Ordinance No. 21-13459 to include the omitted property.

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

SECTION 1: Exhibit A of Ordinance No. 21-13459 is hereby amended to read as follows:

SECTION 2: The boundaries of the City of Washington, Missouri, are hereby altered to encompass the tracts of land described in Exhibit A of this Ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 3: Pursuant to the provisions of Section 71.014 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri, and zoned M-2, Heavy Industrial.

SECTION 4: The City Clerk of the City of Washington is hereby ordered to have three (3) certified copies of this ordinance filed with the Franklin County Clerk.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

Legal Description of the Subdivision Property

TRACT I

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO WATERMAN FARMS, INC. BY DEED RECORDED IN BOOK 1232, PAGE 565 OF THE FRANKLIN COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STONE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST, THENCE N88°57'55"E ALONG THE EAST-WEST CENTERLINE OF SECTION 18, 952.36 FEET TO A POINT ON THE EAST LINE OF LOT 4 OF THE PLAT OF HICKORY CREEK EAST AS RECORDED IN PLAT BOOK N, PAGE 654 OF SAID RECORDER OF DEEDS OFFICE AND THE NORTHWEST CORNER OF THE SAID WATERMAN FARMS, INC PARCEL AND THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE EAST-WEST CENTERLINE OF SECTION 18, N88°57'55"E 2915.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO UNNERSTALL LP BY DEED RECORDED AS DOCUMENT NO. 1904302 OF SAID RECORDER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100, FROM WHICH AN IRON ROD AT THE NORTHWEST CORNER OF LOT 2 OF THE PLAT OF BAKER ESTATES PLAT 3 AS RECORDED IN PLAT BOOK N, PAGE 179 OF SAID RECORDER OF DEEDS OFFICE BEARS N88°57'55"E 1354.60 FEET; THENCE ALONG SAID RIGHT OF WAY LINE, 152.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2128.07 FEET, AND A CHORD THAT BEARS S59°49'03"E 152.50 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND CROSSING SAID WATERMAN FARMS, INC. PARCEL, S30°03'53"W 1018.87 FEET; THENCE S59°56'07"E 950.95 FEET TO A POINT ON THE WESTERN LINE OF THAT PARCEL CONVEYED TO HILKE BY DEED RECORDED AS DOCUMENT NO. 20031804 OF SAID RECORDER OF DEEDS OFFICE; THENCE ALONG THE WESTERN LINE OF SAID HILKE PARCEL, S30°03'53"W 932.37 FEET TO A POINT IN THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK, N10°45'31"W 46.40 FEET; THENCE S84°08'28"W 113.86 FEET; THENCE N40°52'02"W 162.24 FEET; THENCE S73°37'42"W 85.57 FEET; THENCE N73°30'46"W 46.09 FEET; THENCE N50°57'18"W 43.59 FEET; THENCE N11°33'21"W 51.87 FEET; THENCE N86°07'45"W 68.74 FEET; THENCE N73°15'45"W 131.49 FEET; THENCE S69°08'44"W 136.32 FEET; THENCE N57°11'31"W 328.33 FEET;

THENCE S78°00'03"W 228.22 FEET; THENCE N65°35'10"W 283.16 FEET; THENCE N38°58'59"W 181.92 FEET; THENCE N48°49'28"W 227.65 FEET; THENCE N54°02'50"W 174.04 FEET TO A 24" OAK TREE; THENCE N63°44'40"W 515.56 FEET; THENCE N74°05'21"W 364.82 FEET; THENCE S81°31'42"W 83.55 FEET; THENCE N79°08'10"W 54.52 FEET TO A POINT THAT BEARS S02°12'44"E 95.42 FEET FROM AN EXISTING 48" OAK TREE AT THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT OF HICKORY CREEK EAST; THENCE LEAVING SAID CREEK AND ALONG THE COMMON LINE WITH SAID LOTS 4 AND 5 OF HICKORY CREEK EAST AND WATERMAN FARMS, INC. PARCEL, N02°12'44"W 1005.01 FEET TO THE POINT OF BEGINNING, CONTAINING 4,782,996 SQUARE FEET, OR 109.81 ACRES, MORE OR LESS.

TRACT II

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO WATERMAN FARMS, INC. BY DEED RECORDED IN BOOK 1232, PAGE 565 OF THE FRANKLIN COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE PLAT OF BAKER ESTATES PLAT 3 AS RECORDED IN PLAT BOOK N, PAGE 179 OF SAID RECORDER OF DEEDS OFFICE, FROM WHICH A FOUND STONE AT THE WEST QUARTER CORNER OF SECTION 18 BEARS S88°57'55"W 522.54 FEET, AND STONE BEARS S11°58'45"W 1417.49 FEET, THENCE S11°58'45"W ALONG THE WEST LINE OF LOTS 1 AND 2 OF SAID PLAT OF BAKER ESTATES PLAT 3, 355.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE NORTHERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100; THENCE N 78°07'27" W ALONG SAID RIGHT OF WAY LINE, 599.99 FEET; THENCE 581.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1935.93 FEET, AND A CHORD THAT BEARS N69°31'24"W 579.04 FEET TO THE SOUTHWEST CORNER OF LOT 21 OF THE PLAT OF HEIDMANN INDUSTRIAL PARK PLAT 8 AS RECORDED AS DOCUMENT NO. 1004504 OF SAID RECORDER OF DEEDS OFFICE SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF SECTION 18; THENCE N88°57'55"E ALONG THE EAST-WEST CENTERLINE AND SOUTH LINE OF SAID PLAT, 1203.58 FEET TO THE POINT OF BEGINNING, CONTAINING 242,839 SQUARE FEET, OR 5.57 ACRES, MORE OR LESS.



January 24, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Oldenburg Park Annexation Correction

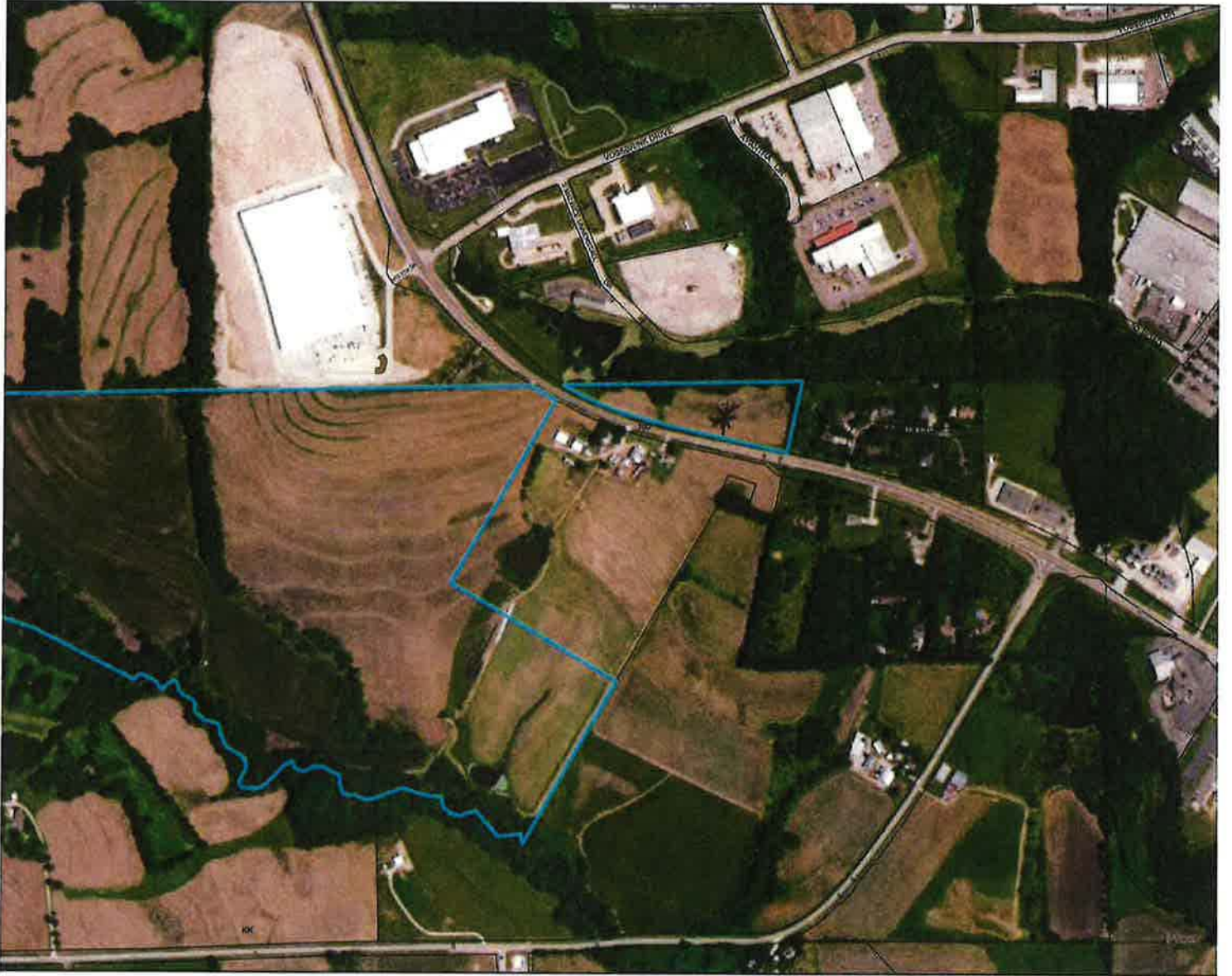
Mayor & City Council,

On your agenda for the February 6, 2023 meeting is an ordinance correcting a mistake in the annexation of Oldenburg Industrial Park. The parent parcel included land on both sides of the highway, however, the legal description was missing the 5 acres to the north of the Highway. This corrected ordinance will allow the County to update their maps to annex that portion as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Sal Maniaci".

Sal Maniaci
Community and Economic Development Director



7a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023 BUDGET OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: This ordinance shall amend the 2023 Budget as follows: Transportation Sales Tax Fund 261-- Increase of \$260,000.00 for 2023 High Street Reconstruction and ADA Improvements Project (261-18-000-541101 Street Improvements).

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

SECTION 4: 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



January 25, 2023

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

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

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Find enclosed for your consideration an ordinance amending the 2023 budget for the above referenced project. This project was not included in the 2023 budget. This project includes a two inch asphalt overlay with full width cold milling and removal and replacement of sidewalk and curb and gutter to meet ADA regulations from Fifth Street to Front Street.

Approval is recommended.

Cost of the project:

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

Budget Information:

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

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

Respectfully Submitted,

Andrea F. Lueken

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL AND
ACCEPTANCE OF MINIMUM IMPROVEMENTS FOR MAINTENANCE
FOR "THE MEADOW AT KOCH FARM" SUBDIVISION IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, "The Meadow of Koch Farm" Subdivision was approved by the
City Council on October 03, 2022, Ordinance #22-13630; and

WHEREAS, the minimum improvements have now been constructed, inspected,
and can be accepted by the City of Washington, Missouri.

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

SECTION 1: The City's requirements have been met, the City of Washington,
Missouri, accepts the streets, storm sewers (excluding detention), sanitary sewers, and
water for maintenance within said subdivision.

SECTION 2: The Council hereby authorizes the release of all remaining escrows
funds previously deposited by the developer to guarantee the installation of such streets,
storm sewers, storm water controls, sanitary sewers, and water.

SECTION 3: The applicant shall execute the Maintenance Bond Contract
marked "Exhibit A", attached hereto and incorporated herein by reference and receipt by

the City of Washington, Missouri of a Maintenance Bond Contract for said minimum improvements.

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

SECTION 5: All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

“Exhibit A”
MAINTENANCE BOND CONTRACT

WHEREAS, the Code of the City of Washington, Missouri provides in Section 410.025(L), that upon acceptance of minimum improvements within a subdivision by the City Council of the City of Washington, Missouri the subdivider shall execute a maintenance bond with sufficient sureties to ensure that all minimum improvements are installed properly and that such construction has been performed in a workmanlike manner; and

WHEREAS, Section 410.025(L) provides that the maintenance bond shall remain in effect for a period of two (2) years from the date of acceptance of the minimum improvements and be in an amount equal to twenty percent (20%) of the estimated costs of the minimum improvements as determined by the City Engineer.

NOW, THEREFORE, in consideration of the acceptance of the minimum improvements by the City Council of the City of Washington, Missouri, serving “The Meadow at Koch Farm”, the undersigned hereby agrees to furnish the City of Washington, Missouri a maintenance bond in the amount of \$15,937, binding the undersigned to the City of Washington, Missouri for two (2) years from the date of acceptance to indemnify the City of Washington, Missouri for all loss that the City of Washington, Missouri may sustain by reason of any defective materials or workmanship in the minimum improvements which become apparent during that two (2) year period.

Owner/Subdivider/Divider/Applicant

Name & Title

Company Name

Dated this _____ day of _____, 2023.



February 2, 2023

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

RE: THE MEADOW AT KOCH FARM
Acceptance of minimum improvements

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The following ordinance will allow for the acceptance of minimum improvements by the City Council. The City will take over maintenance of the improvements. A 20% maintenance bond in the amount of \$15,937.00 is included.

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

Respectfully,

John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EASEMENT DEED BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND 1400 JEFFERSON, 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 an Easement Deed by and between the City of Washington, Missouri and 1400 Jefferson, 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 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 _____, 2023, by and between 1400 Jefferson, LLC, whose address is 120 S. Central Avenue, Clayton, Missouri 63105, **Grantor**, and **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a political subdivision and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantor**, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), 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 Perpetual Non-Exclusive Easement** for the following purposes:

the construction, installation, inspection, repair, replacement, maintenance and use of public sidewalk and related improvements in, over, under, across and through the following described real property situated in the City of Washington, County of Franklin, 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 perpetual non-exclusive easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive 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 perpetual non-exclusive easement.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** 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 **Grantor** 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** and **Grantee** have executed these presents the day and year first above written.

Grantor

By: _____
Title: _____
Name: _____

Grantee

James D. Hagedorn, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2023 before me personally appeared _____, (name of manager or member) of 1400 Jefferson, LLC, known to me to be the person who executed the within Easement 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 _____, 2023, 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 City.

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

EXHIBIT A

OCTOBER 2022
City of Washington
Jefferson Street - Roadway and ADA Compliance Project

Description: 1351 Jefferson Street, Washington, Missouri, 63090
Tract 60, Document No. 1100398
Permanent Easement

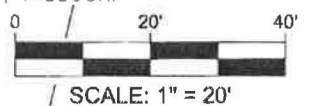
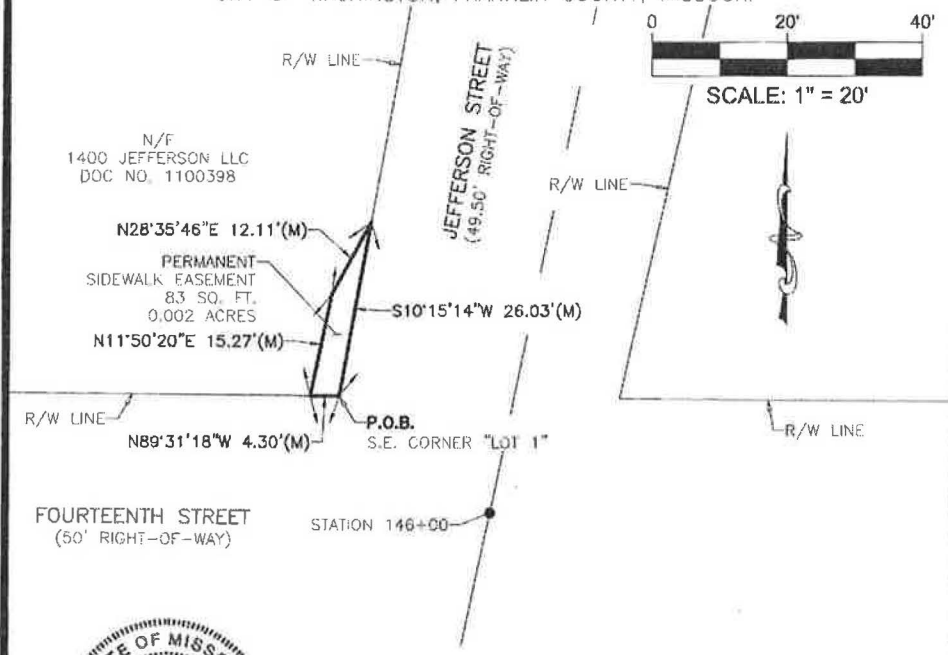
LEGAL DESCRIPTION:

A tract of land being part of Lot 1 of "Washington Business Center", being part of the Southeast Quarter of the Southwest Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at the Southeast Corner of Lot 1 of "Washington Business Center", recorded on August 21, 2002 in Plat Book P, Page 1559 of the Franklin County Recorder of Deeds Office, also being the intersection of the west right-of-way line of Jefferson Street and the north right-of-way line of Fourteenth Street, thence along said north right-of-way line N89°-31'-18"W 4.30 ft. to a point; thence leaving said north right-of-way line N11°-50'-20"E 15.27 ft. to a point; thence N28°-35'-46"E 12.11 ft. to a point on the west right-of-way line of Jefferson Street; thence along said west right-of-way line S10°-15'-14"W 26.03 ft. to the point of beginning, containing 0.002 acres.

SIDEWALK EASEMENT EXHIBIT A

PART OF LOT 1 OF "WASHINGTON BUSINESS CENTER", BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



- NOTES:
1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
 2. Outboundary shown hereon as per "General Warranty Deed" recorded on January 6, 2011 with Document No. 1100398 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg
 10/10/22

Mark R. Frankenberg, PLS #2365
 State of Missouri
 Registered Land Surveyor for
 Buescher Frankenberg Associates, inc
 Corporate #0096

biaeng.com TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6



January 31, 2023

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

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Permanent Easement Ordinances and Deeds, Tracts 60 & 61**

Dear Mayor and City Council Members:

Find attached for your review and approval permanent easement ordinances and deeds for two properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

Respectfully submitted,

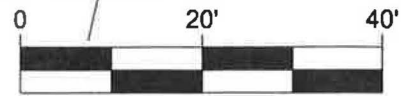
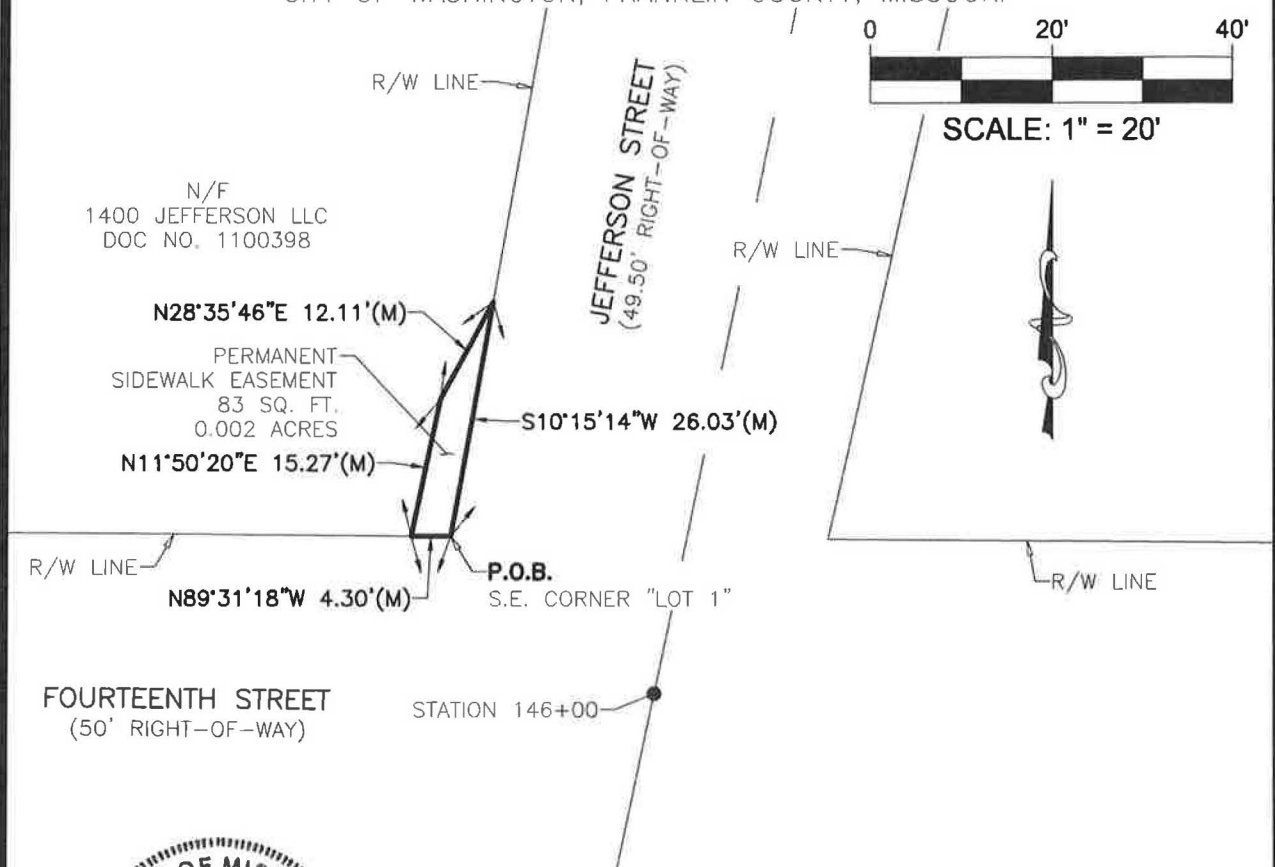
A handwritten signature in blue ink that reads "Andrea F. Lueken". The signature is fluid and cursive.

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

Td

SIDEWALK EASEMENT EXHIBIT A

PART OF LOT 1 OF "WASHINGTON BUSINESS CENTER", BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 20'



N/F
1400 JEFFERSON LLC
DOC NO. 1100398

PERMANENT
SIDEWALK EASEMENT
83 SQ. FT.
0.002 ACRES

JEFFERSON STREET
(49.50' RIGHT-OF-WAY)

FOURTEENTH STREET
(50' RIGHT-OF-WAY)

STATION 146+00



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on January 6, 2011 with Document No. 1100398 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

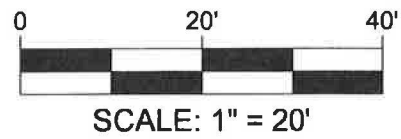
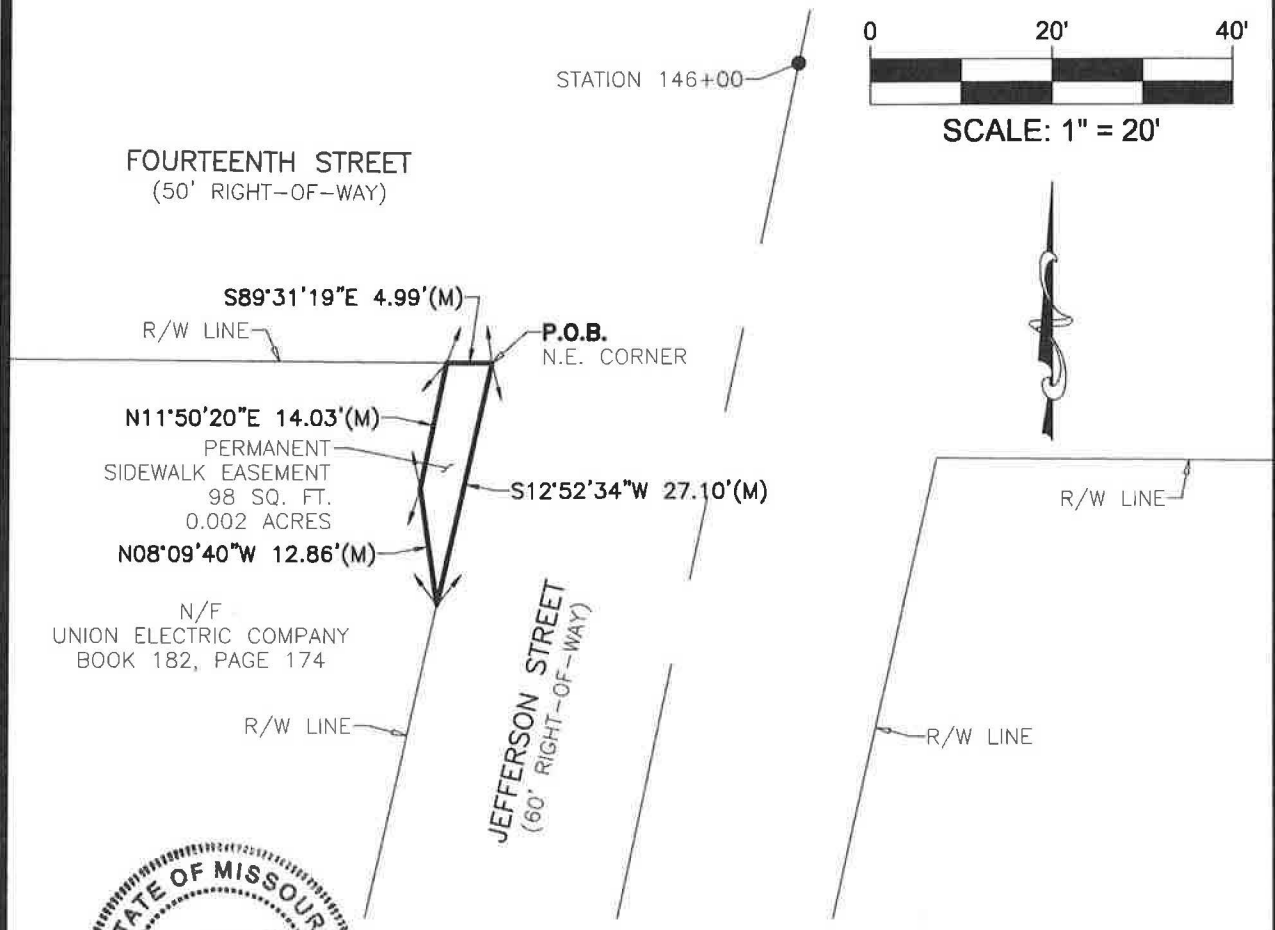
bfaeng.com TELEPHONE: (636) 239-4751

103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

SIDEWALK EASEMENT EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

bfaeng.com TELEPHONE: (636) 239-4751

103 ELM STREET, WASHINGTON, MISSOURI 63090

7d

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 UNION ELECTRIC COMPANY

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 Union Electric Company, 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 _____, 2023, by and between Union Electric Company, whose address is 1901 Choteau Avenue, St. Louis, Missouri 63103, **Grantor**, and **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a political subdivision and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantor**, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), 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 Perpetual Non-Exclusive Easement** for the following purposes:

the construction, installation, inspection, repair, replacement, maintenance and use of public sidewalk and related improvements in, over, under, across and through the following described real property situated in the City of Washington, County of Franklin, 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 perpetual non-exclusive easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive 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 perpetual non-exclusive easement.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** 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 **Grantor** 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** and **Grantee** have executed these presents the day and year first above written.

Grantor

By: _____
Title: _____
Name: _____

Grantee

James D. Hagedorn, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the _____, of Union Electric Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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 _____, 2023, 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 City.

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

EXHIBIT A

OCTOBER 2022
City of Washington
Jefferson Street - Roadway and ADA Compliance Project

Description: Jefferson Street, Washington, Missouri, 63090
Tract 61, Book 182, Page 174
Permanent Easement

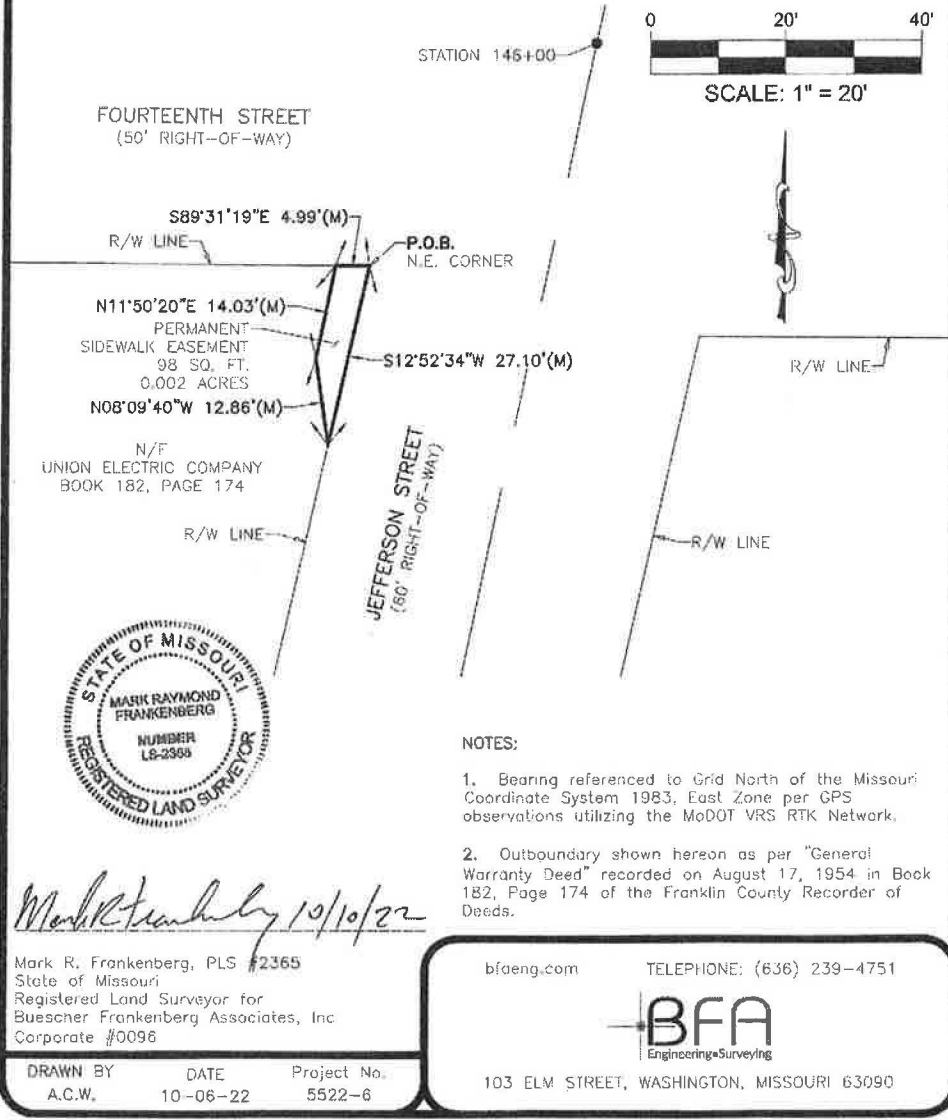
LEGAL DESCRIPTION:

A tract of land being part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at the Northeast Corner of a tract of land recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds Office, also being the intersection of the south right-of-way line of Fourteenth Street and the west right-of-way line of Jefferson Street, thence along said west right-of-way line S12°-52'-34"W 27.10 ft. to a point; thence leaving said west right-of-way line N08°-09'-40"W 12.86 ft. to a point; thence N11°-50'-20"E 14.03 ft. to a point on the south right-of-way line of Fourteenth Street; thence along said south right-of-way line S89°-31'-19"E 4.99 ft. to the point of beginning, containing 0.002 acres.

SIDEWALK EASEMENT EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI





January 31, 2023

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

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Permanent Easement Ordinances and Deeds, Tracts 60 & 61**

Dear Mayor and City Council Members:

Find attached for your review and approval permanent easement ordinances and deeds for two properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

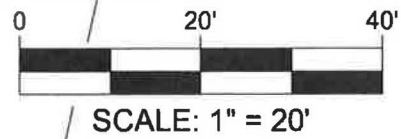
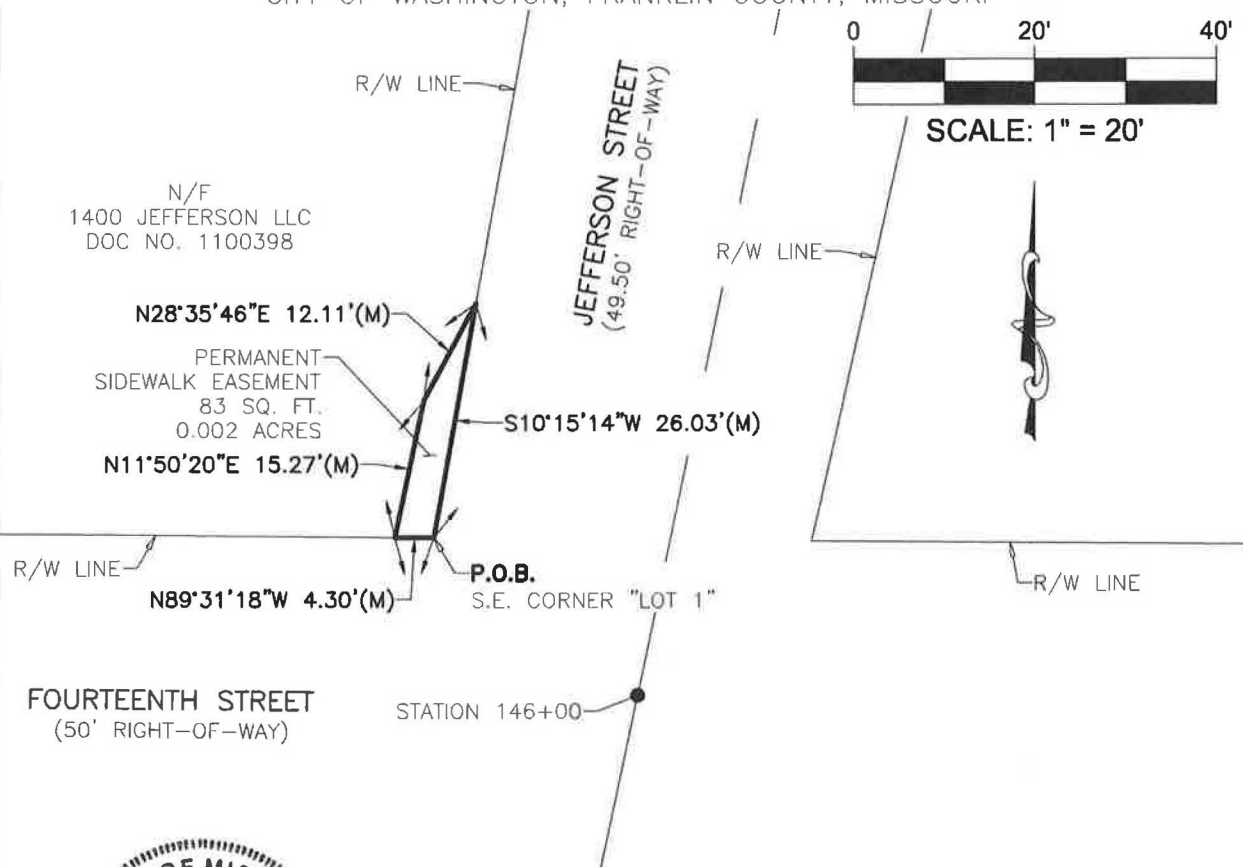
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrea F. Lueken".

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

SIDEWALK EASEMENT EXHIBIT A

PART OF LOT 1 OF "WASHINGTON BUSINESS CENTER", BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



N/F
1400 JEFFERSON LLC
DOC NO. 1100398

PERMANENT
SIDEWALK EASEMENT
83 SQ. FT.
0.002 ACRES

JEFFERSON STREET
(49.50' RIGHT-OF-WAY)

FOURTEENTH STREET
(50' RIGHT-OF-WAY)

STATION 146+00



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on January 6, 2011 with Document No. 1100398 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751

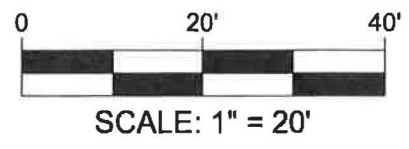
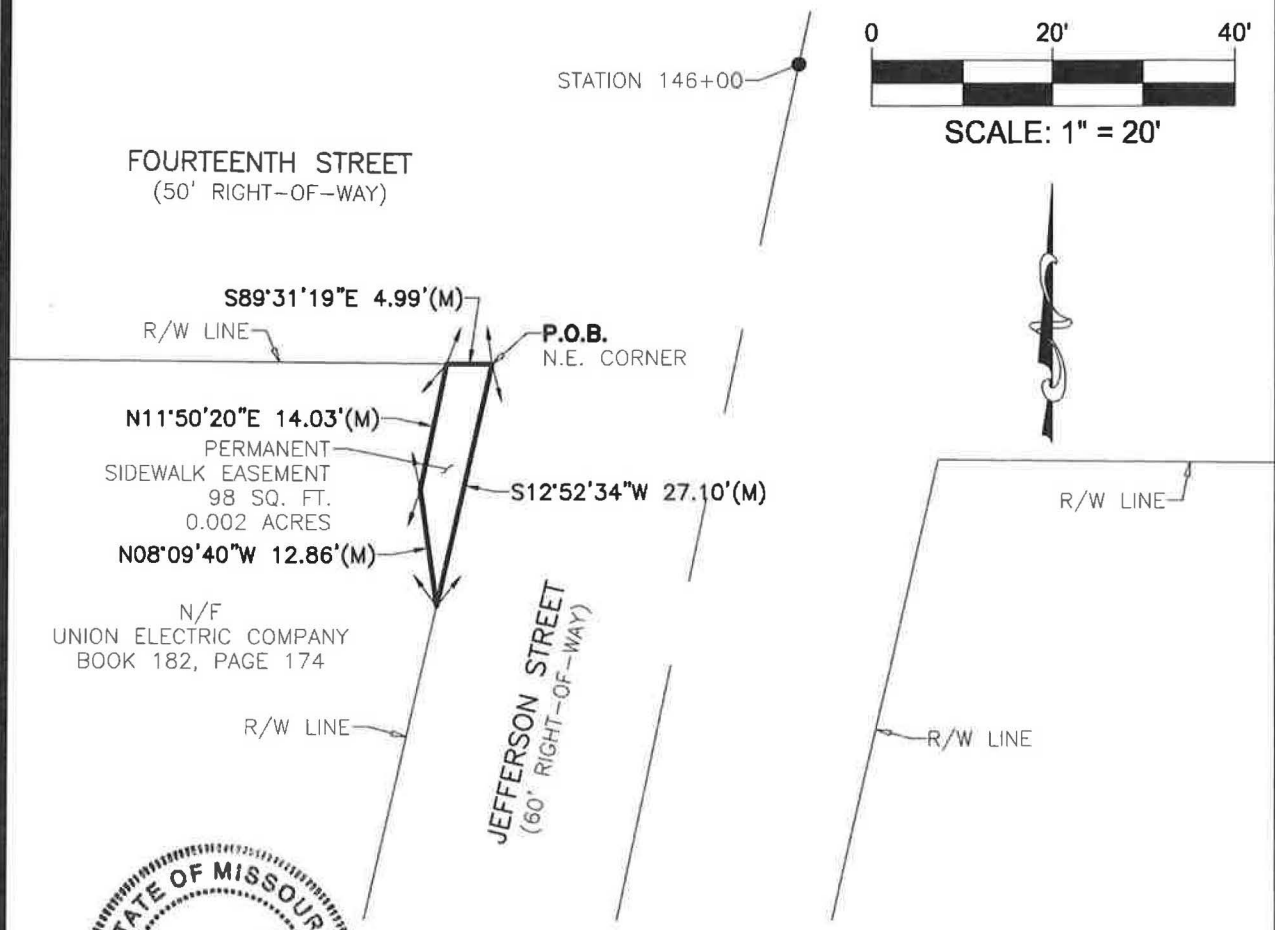


103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

SIDEWALK EASEMENT EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per "General Warranty Deed" recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751

BFA
Engineering • Surveying

103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A PARKING LICENSE AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND UNION PACIFIC RAILROAD COMPANY

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 Parking License Agreement by and between the City of Washington, Missouri and Union Pacific Railroad Company, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT ("License"), made as of the 6th day of February 2023, between the City of Washington, Missouri, having an office at 405 Jefferson Street, Washington, Missouri 63090 ("Licensor"), and Union Pacific Railroad Company, having an office at 1400 Douglas Street, Omaha, Nebraska 68179 ("Licensee").

1. Licensor hereby licenses Licensee the right to use one hundred seventeen (117) parking spaces at the Licensor's facility parking lot located at 6349 Maurice Unnerstall Drive, Washington, Missouri 63090, (the "Lot") for the term of ninety (90) days, as the same may be extended from time to time; provided, however, Licensee may terminate this License with respect to all or any of the parking spaces for any reason, by giving Licensor written notice of its intent to so terminate fifteen (15) days prior to the date on which Licensee intends to terminate this License with respect to all or any of the parking spaces. Any such termination shall be irrevocable and shall not be subject to reinstatement by Licensee.
2. During the term of the License, Licensee shall pay monthly a fee of Ten and 00/100 Dollars (\$10.00) payable on or before the first day of each month in advance.
3. Failure to pay the fees due under this License or perform any other obligation of Licensee under this License shall be a default by Licensee hereunder. If such default is not cured within the cure period, if any, applicable thereto, then, Licensor may, at its option, cancel this License by written notice to Licensee.
4. Only vehicles designated by Licensee may be parked or stored on the Lot. No more than two (2) job briefing trailers, fifteen (15) company vehicles, and one hundred (100) automobiles shall be parked or stored under Licensee's rights hereunder at any one time.
5. This License is for the use of the Lot only and does not include the rights to any additional services, which services may be made available by Licensor from time to time at an additional charge.
6. It is understood that Licensor and its agents and employees shall not be liable for loss or damage to any vehicle parked or stored by Licensee or under Licensee's rights herein and/or to the contents thereof caused by fire, theft, explosion, freezing of circulation system of any automobile, strikes, riots or by any other causes and Licensee

(1) waives any claim against Licensor for and in respect thereto, and (2) hereby agrees to indemnify Licensor against all claims for any loss or damage to any such vehicle or its contents from any cause whatsoever, whether or not caused by Licensor's act or omission. It is further expressly understood that the relationship between Licensor and Licensee constitutes a license to use said Lot subject to the terms and conditions herein only and that neither such relationship nor the storage or parking of any automobile thereunder shall constitute a bailment nor create the relationship of bailor and bailee.

7. Licensee shall not assign any of its rights under this License in any manner whatsoever without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

8. All notices hereunder shall be in writing by certified mail, return receipt requested, or by a reputable commercial overnight carrier, such as Federal Express. Any notices to the Licensor or Licensee shall be mailed to each respective party at their address set forth in the introduction of this License, and shall be deemed given on the date of delivery indicated on the return receipt. The addresses of either party may be changed at any time by written notice by the party to be notified in the manner above specified.

9. If all or any part of the Lot is taken by eminent domain proceedings, Licensor shall be entitled to all of the award in the proceedings and may terminate this License.

10. This License shall be subject and subordinate to any mortgage, deed of trust or ground lease now or hereafter placed on the above-described Lot, or any portion thereof, and to replacements, renewals and extensions thereof, and Licensee, upon request by Licensor, shall execute instruments (in form satisfactory to Licensor) acknowledging such subordination. If any mortgagee shall succeed to the rights of Licensor under this License, or to ownership of the Lot, whether through possession or foreclosure or the delivery of a deed to the Lot, then upon the written request of such mortgagee so succeeding to Licensor's rights hereunder, Licensee shall attorn to and recognize such mortgagee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such mortgagee may reasonably request to evidence such attornment (whether before or after making of the mortgage). In the event of any other transfer of Licensor's interest hereunder, upon the written request of the transferee and Licensor, Licensee shall attorn to and recognize such transferee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such transferee and Licensor may reasonably request to evidence such attornment.

11. Licensee covenants not to suffer any waste or damage or disfigurement or injury to the Lot.

12. Licensor shall have the right to close any portion of the Lot and deny access thereto in connection with any repairs or in an emergency, as it may require, without liability.

13. Licensee shall perform, observe and comply with such rules of the Lot as may be reasonably adopted by Licensor in respect to the use and operation of the Lot, provided that Licensee receives from Licensor a written copy of such rules then in effect on or before the commencement of this License, and in advance of any changes or additions thereto.

14. Licensee shall, when using the parking facilities of the Lot, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between designated lines. Licensor reserves the right to tow away, or otherwise impound at the expense of the owner or operator, any vehicle which is improperly parked or parked in a no parking zone. Overnight parking shall be allowed only as permitted by Licensor.

15. In the event a key or other access device is supplied by Licensor to Licensee, in connection with the rights granted herein, Licensee will surrender such key or access device to Licensor upon termination or expiration of this License.

16. Licensee specifically agrees to look solely to Licensor's interest in the property for the recovery of any judgments from Licensor. It is agreed that Licensor (and its agents, members, officers, directors, and employees, and their members, officers, directors, and employees, will not be personally liable for any such judgments.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

LICENSOR:

City of Washington, Missouri

James D. Hagedorn, Mayor

Seal:

Attest: _____
Sherri Klekamp, City Clerk

LICENSEE:

Union Pacific Railroad Company

Name: _____

Title: _____



Washington Fire Department
200 E. Fourteenth Street, Washington, MO 63090

Phone 636-390-1020

www.washmo.gov

Professional Volunteer Service Since 1852



February 1, 2023

City Council,

We are requesting your consideration of the attached Ordinance.

Union Pacific Railroad is requesting permission to park at the Washington Fire Department Training Center parking lot for 2 job trailers and up to 100 workers for a period of approximately one month from February into March 2023.

They are working on their tracks from Labadie to New Haven and are looking for a central location to have their work crews arrive, clock-in, shuttle to current location for the day, return, clock-out and depart daily.

Union Pacific used this facility approximately 5 years ago for the same purpose. The Fire Department desires to maintain a good working relationship with Union Pacific as they provide training opportunities on rail safety, hazardous materials, working with emergencies on passenger cars and working with rail tank cars.

There were no issues the last time we provided parking at our facility, and we recommend approval.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark Skornia'.

Mark Skornia
Assistant Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM S-K CONTRACTORS, INC FOR BOAT DOCK DECKING, BUMPER REMOVAL AND INSTALLATION

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

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal from S-K Contractors in an amount totaling Four Thousand Eight Hundred and Zero Dollars (\$4,800.00) for boat dock decking, bumper removal and installation. A copy of said proposal is marked Exhibit A and is attached hereto and incorporated herein by reference.

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



PROPOSAL
 P.O. Box 21
 Washington, MO 63090
 Phone (636) 239-4344
 Fax (636) 239-5889

- *Floor Installation
- *New Construction
- *Remodeling
- *Small Commercial

office@skcontractors.com

PREPARED FOR City of Washington	PHONE	DATE 1/23/2023
	CONTACT Chad Owens	EMAIL

We hereby submit specifications and estimates for the below listed job

City courtesy dock

remove decking from existing dock and existing bumper rail. In stall new composite decking on dock and re install bumper rail Labor \$4,800.00

Note: city to bring dock to my shop to preform the labor. Screws are included in bid. If sub structure needs to be repaired it is not included in bid.

Total: \$4,800.00

Payments to be made as follows:

1/3 Down Payment for Material Ordering and Remaining Balance Due Upon Completion of Work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 45 days

Failure of this contractor to pay those persons supplying materials or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract pursuant to Chapter 429RSMo. To avoid this result you may ask this contractor for lien waivers from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____



February 6, 2023

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

RE: Recommendation – Boat Dock #1 Refurbishing

Honorable Mayor and City Council,

In the Fiscal Year 2022-23 budget \$12,000 was budgeted for dock repair at Riverfront Park. One dock is budgeted this fiscal year and the other the next fiscal year. With the river levels low, we bid out the labor and material costs to get the project completed as soon as possible.

Two bids were received for labor (remove existing decking & bumper rail and install new decking and bumper rail):

S-K Contractors: \$4,800.00

A&M Odd Jobs & Home Repair LLC: \$5,310.00

Three bids were received for materials (composite decking boards & screws):

John Hall Lumber Co.: \$5097.46

Washington Lumber: \$5,202.98

**Hall Bros. Lumber: \$4,593.40 *(screws not included in bid)*

Accordingly, staff recommends that Council consider the approval of S-K Contractors bid for labor in the amount of Four Thousand Eight Hundred Dollars and No Cents (\$4,800.00) and John Hall Lumber bid for materials in the amount of Five Thousand Ninety-Seven Dollars and Forty-Six cents (\$5,097.46)

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ESTIMATE FROM JOHN HALL LUMBER CO. FOR BOAT DOCK MATERIALS

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

SECTION 1: The Mayor is hereby authorized and directed to accept the estimate from John Hall Lumber Co. in the amount of Five Thousand Ninety-Seven Dollars and 46 Cents (\$5,097.46) for boat dock materials. A copy of said estimate is marked Exhibit A and is attached hereto and incorporated herein by reference.

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



P.O. Box 1158
 2456 Highway A
 WASHINGTON, MISSOURI 63090
 PHONE: 636-239-6300

CUST NO: 320110 JOB NO: 000 PURCHASE ORDER: REFERENCE: TERMS: NET 10TH CLERK: BH DATE / TIME: 1/14/23 11:00
 SOLD TO: WASHINGTON CITY OF 405 JEFFERSON WASHINGTON MO 63090 SHIP TO: PARKS DEPT BOAT DOCK EXP. DATE: 1/11/23 TERMINAL: 555
 TAX: 003 SCHOOL, CHURCH, & GOV

ESTIMATE: 497971

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		70	EA	10	2X6-16' TAMKO ENVISION DECKING WEATHERWOOD COLOR		70	65.14 /EA	4,559.80 N
2									
3		1	EA	65	DECK-FAST METAL 2-3/8" BROWN SCREWS 1750CT BUCKET		1	537.66 /EA	537.66 N
4									

TAXABLE 0.00
 NON-TAXABLE 5097.46
 SUBTOTAL 5097.46

TAX AMOUNT 0.00
TOTAL 5097.46



TOT WT: 0.00

X _____
 Received By

7h



February 6, 2023

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

RE: Recommendation – Boat Dock #1 Refurbishing

Honorable Mayor and City Council,

In the Fiscal Year 2022-23 budget \$12,000 was budgeted for dock repair at Riverfront Park. One dock is budgeted this fiscal year and the other the next fiscal year. With the river levels low, we bid out the labor and material costs to get the project completed as soon as possible.

Two bids were received for labor (remove existing decking & bumper rail and install new decking and bumper rail):

S-K Contractors: \$4,800.00

A&M Odd Jobs & Home Repair LLC: \$5,310.00

Three bids were received for materials (composite decking boards & screws):

John Hall Lumber Co.: \$5097.46

Washington Lumber: \$5,202.98

**Hall Bros. Lumber: \$4,593.40 *(screws not included in bid)*

Accordingly, staff recommends that Council consider the approval of S-K Contractors bid for labor in the amount of Four Thousand Eight Hundred Dollars and No Cents (\$4,800.00) and John Hall Lumber bid for materials in the amount of Five Thousand Ninety-Seven Dollars and Forty-Six cents (\$5,097.46)

As always, if you have any questions or would like additional information, please see me before the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

7h

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACTOR AGREEMENT WITH K.J.U. INC. DBA K.J. UNNERSTALL CONSTRUCTION CO. FOR INSTALLATION OF A CONCRETE PAD, SIDEWALKS AND FENCE AT OPTIMIST SKATE PARK

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

SECTION 1: The Mayor is hereby authorized to execute all necessary purchase orders and contracts with KJU Inc. dba KJ Unnerstall Construction Co. in an amount totaling Ninety-Five Thousand Eight Hundred Seventy-One Dollars and Seventy-Five Cents (\$95,871.75) for the purchase of concrete and fence at Optimist Skate Park. A copy of the agreement is attached and is marked as Exhibit A.

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

SECTION 3: 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

CITY-CONTRACTOR AGREEMENT

This Construction Agreement ("Agreement") is entered into effective as of the ___ day of _____ 2023 ("Effective Date") by and between _____, a Missouri for-profit corporation with offices located at _____, ("Contractor"), and the City of Washington, Missouri (hereinafter called the "City") (Contractor and the City may hereafter individually be referred to as a "Party" or collectively referred to as the "Parties").

WHEREAS, the Parties desire to enter into an Agreement under which the Contractor is to provide Work as described in this Agreement, currently owned, managed, or otherwise under the stewardship of the City;

WHEREAS, the Contractor has submitted documentation to the City, in the manner and time specified, a proposal in accordance with the terms of the Agreement and;

WHEREAS, the City has examined and canvassed the proposal submitted, and as a result, has determined and declared the Contractor to be the best bidder for constructing said Work, and has duly awarded to the said Contractor contract therefor, for the sums named in the proposal attached to and made a part of this contract:

NOW THEREFORE, THIS AGREEMENT WITNESSETH, in consideration of the recitals stated above, which all Parties agree are accurate and complete, the agreements, promises, and warranties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I.
SCOPE AND DEFINITIONS**

SECTION A. SCOPE OF THE AGREEMENT

Implementation of the Agreement

Paragraph 1.1. This Agreement, and its related Exhibits and Attachments, attached hereto and incorporated herein for all purposes, comprise the entire contract between the City and Contractor concerning the Work. It may be altered only by a written Modification or Change Order.

Paragraph 1.2. It is the intent of the Agreement to describe a complete Project. Any Work that may reasonably be inferred from the Agreement as being required to produce the intended result shall be supplied by the Contractor at no additional cost to the City, whether or not it is specifically called for.

SECTION B. DEFINITIONS

Wherever used in the Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Paragraph 1.3. "Additional Work" or "Additional Services" means Work beyond the scope of services identified in the specifications described in Exhibit "A".

Paragraph 1.4. "Agreement" or "Contract" means this signed written agreement between the City and Contractor covering the Work to be performed by Contractor, and other Addenda, attachments and Exhibits to this Agreement and made a part thereof as provided herein.

Paragraph 1.5. "Application for Payment" means the form approved by the City which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentations as is required by the Agreement.

Paragraph 1.6. "Bonds" means bid and/or performance bond or other instruments of security.

Paragraph 1.7. "Change Order" means a written order to Contractor signed by the City authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price issued after the Effective Date of the Agreement.

Paragraph 1.8. "Commencement Date" means the date upon which the Work shall begin.

Paragraph 1.9. "Contract Price" means the monies jointly and separately due and payable by the City to Contractor under this Agreement.

Paragraph 1.10. "Day" means a calendar day of twenty-four hours measured from midnight to the next midnight.

Paragraph 1.11. "Modifications" means (a) a written amendment of the Agreement signed by both Parties, or (b) a Change Order.

Paragraph 1.12. "Owner" means the City.

Paragraph 1.13. "Permit" means a written permit issued by any local, State, or Federal agency, or other legal authority, as required to conduct the Work.

Paragraph 1.1.4. "Person" means an individual, partnership, joint venture, corporation, limited liability company, or unincorporated organization.

Paragraph 1.15. "Project" means the total scope of Work specified in the Agreement.

Paragraph 1.16. "Report" means weekly, monthly, quarterly, or yearly report that demonstrates the tasks completed over that period of time.

Paragraph 1.17. "Subcontractor" means a Person having a direct contract with Contractor or with any other subcontractor for the performance of part of the Work.

Paragraph 1.18. "Third Party" or "Third Parties" means any Person other than a member of Contractor or the City.

Paragraph 1.19. "Unit" means a specific quantity of material or service (per park, per gallon, per tree, per mile, per track, per acre, per sculpture, linear feet, square feet, etc.).

Paragraph 1.20. "Unit Price" means the dollar amount per Unit as quoted/bid in Exhibit "A".

Paragraph 1.21. "Work" means all of the services, labor, equipment and materials to be performed, provided, or furnished by Contractor as required by the Agreement.

**ARTICLE II.
CONTRACT ADMINISTRATION**

**SECTION A. CONTRACT FORMATION, INTERPRETATION, ASSIGNMENT,
AND SUBCONTRACTS**

Subcontracting and Assignments

Paragraph 2.1. Contractor shall supply a complete list of any and all subcontractor(s) proposed to be used under the Agreement and shall not use any Subcontractor or other Person (including those who are to furnish the principal items of material or equipment), whether initially or as a substitute, without the prior written consent of the City.

Once a subcontractor(s) has been approved by the City, the Contractor shall submit a signed and dated Contract between the Contractor and the subcontractor indicating the total dollar amount of the subcontractor's Contract. Before any subcontractor can begin work on the project, whether originally subcontracted prior to the start of the project or subcontracted after the project has begun all provisions of this article must be complied with.

Paragraph 2.2. The City may assign this Agreement in part or in whole including all rights and obligations to any assignee at its sole discretion and without any prior notice or consent from Contractor including but not limited to any entity that succeeds to any of the rights and obligations to provide governmental type services to the local community, including any city, county or state agency, and/or a newly formed municipality. Upon any such assignment by the City, this Agreement shall remain a valid and enforceable agreement and the original terms and conditions contained herein, or any properly amended terms and conditions shall remain valid and enforceable. Contractor shall not assign this Agreement, including to any Affiliates, without the City's prior written consent. Any purported assignment without such consent shall be void.

Paragraph 2.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, of all Persons directly or indirectly employed by them and Persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of Persons directly employed by Contractor. Nothing in the Agreement shall create any contractual relationship between the City and any Subcontractor, except as may otherwise be required by law.

SECTION B. TERM

Paragraph 2.4. This Agreement shall be effective as of the Effective Date written on the first page of this Agreement. If the first page is undated, then the Effective Date shall be the date the first Work is commenced.

Paragraph 2.5. This Agreement shall continue from the Effective Date until terminated by the expiration of the Term as indicated in Exhibit "A" or by termination procedures as described in this Agreement.

Paragraph 2.6. If Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of an employee, or of a separate contractor employed by the City; or by a Change Order in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other caused beyond the Contractor's control; or by delay authorized by the City pending mediation and arbitration; or by other causes that the City determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

SECTION C. CONTRACT COMMUNICATION**Notices**

Paragraph 2.6. All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) delivered personally, (b) mailed by registered mail or certified mail, return receipt requested, postage prepaid, (c) sent by facsimile transmission, or (d) sent by e-mail. All such communications shall use the receiving Party's contact information as contained in this Article II Section C. A Party may change its contact information by sending a notice to the other Party complying with these notice requirements.

Paragraph 2.7. All other communications, including telephone, regular mail, e-mail, and other informal communication methods, shall be effective only when the responsible officer, director, manager, or supervisor of the receiving Party has actual knowledge of the communication.

Paragraph 2.8. Contractor's contact information is as follows:

KJU, Inc. dba KJ Unnerstall Construction Co.
Attn: Kurt J. Unnerstall
President
4923 South Point Rd.
Washington, MO 63090
Phone: 636-239-2028
E-mail: info@kjuinc.com

Paragraph 2.9. City of Washington contact information is as follows:

CITY OF WASHINGTON
Attn: Wayne Dunker
Director of Parks and Recreation
405 Jefferson Street
Washington, Missouri 63090
Telephone: 636-390-1080
E-mail: wdunker@washmo.gov

SECTION D. CONTRACT PERFORMANCE**Work**

Paragraph 2.10. Contractor, acting as an independent contractor, agrees to furnish at his/her own expense all supervision, labor, expertise, equipment, supplies, and other requirements as set forth herein and as more specifically described in Exhibit "A" and will provide such in a good and "Workmanlike Manner", the term Workmanlike Manner being defined as the rendition of services in a manner deemed proficient by those with the special knowledge, training, and experience to judge such services and in accordance with highest generally accepted standard of care in the industry.

Contractor as an Independent Contractor

Paragraph 2.11. At all relevant times to this Agreement, Contractor shall act as an independent contractor to the City in providing Work to the City. Nothing in this Agreement shall be interpreted to create any employment, partnership, or joint ventures. Except to the extent required to enable Contractor to

perform his/her specific duties under this Agreement, Contractor shall not act as an agent of the City, by entering into this Agreement, the City in no way, assumes any liabilities, debts or obligations of the Contractor whether now existing or hereafter created.

Paragraph 2.12. Contractor shall not have the authority to incur or assume any debt, obligation, expense, or liability against the City, and shall not have the authority to bind or otherwise obligate the City to any contracts, agreements, warranties, or understandings.

Change Orders

Paragraph 2.13. Any Change Orders or Modifications to the Agreement must be approved by the City and be incorporated by written amendment to the Agreement. Contractor shall not have the authority to make, revise, alter, depart, or otherwise diverge from any of the terms, conditions, or places furnished to Contractor by the City and/or this Agreement absent consent of the City and written amendment to the Agreement.

Continuing the Work

Paragraph 2.14. Contractor shall carry on the Work and maintain the performance of the Work during all disputes or disagreements with the City, except upon the City's default hereunder. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Parties may otherwise agree in writing.

Equipment Storage

Paragraph 2.15. Contractor shall be responsible for locating and providing storage for all equipment.

Permits

Paragraph 2.16. Contractor shall be solely responsible for obtaining and paying for all permits and licenses related to their performance of the Work.

Taxes and Fees

Paragraph 2.17. Contractor shall pay all taxes and fees which may be chargeable against the performance of the Work, or incident to the Agreement by a government agency, including but not limited to any employment related taxes, F.I.C.A. taxes, social security taxes, and other taxes and fees, directly to the appropriate governmental bodies. The City is a political subdivision of the State of Missouri and exempt from tax; The City agrees to make their tax-exempt certification available to the Contractor to the extent required to assure the City is not charged taxes which they are not responsible to pay. The City shall not be liable in any way for such fees or taxes and the Contractor shall indemnify and hold the City, their Affiliates officers, directors, members, and employees and assigns harmless from and against all claims, demands, causes of action, suits or other litigation in connection with Contractor's failure to report such taxes and fees. No additional compensation will be paid to Contractor for taxes or fees.

Contract Price and Payment Procedures

Paragraph 2.18. Contract Price constitutes the total compensation (subject to authorized adjustments made by a Change Order) payable to Contractor for performing the Work. All duties, responsibilities and

obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price. Contract Price is described in the specification in Exhibit "A".

Paragraph 2.19. Contractor shall submit to the City monthly Applications for Payment that shows all applicable areas where the Work was performed. Failure to fully comply with the Application for Payment procedure will cause daily in processing payments.

Paragraph 2.20. On the twenty-fifth (25th) day of each month and no later than the thirtieth (30th) of the month during the Term of the Agreement, beginning with the first (1st) month after the Commencement Date, Contractor shall submit to the City the Application for Payment, accompanied by (a) the monthly Report, (b) a sworn statement by Contractor certifying (i) the Application for Payment is correct, (ii) all insurance required by this Agreement is in full force and effect, (iii) all Subcontractors and suppliers have been paid from previous Applications for Payment, (iv) Certified payroll, and (v) the Contractor is not in default under any provisions of the Agreement and that no event has occurred which with the passing of time or the giving of notice could be a default under the Agreement, and (c) any other documents, information or data which the City request be provided.

Paragraph 2.21. If the City disputes any portion of an Application for Payment, they shall, within thirty (30) Days of receipt of the Application for Payment, furnish the Contractor a reasonably detailed explanation of the objection, and may withhold payment on the portion in dispute. If Contractor objects to the withholding, it shall provide the City with written notice of its objection within ten (10) Days of receipt of the written explanation from the City. The Parties may then proceed to Dispute Resolution as described in this Agreement as to any disputed amount. All undisputed amounts shall be paid within forty-five (45) Days of the receipt of the Application for Payment by the City.

Paragraph 2.22. Contractor shall notify the City in writing within ten (10) Days of their receipt of payment from the City, if there is any discrepancy based on a Contractor audit of the number of Units. This notice shall include the nature of the disagreement, the address of the location of the Unit in question, the type of service being provided, and the date such service began or ended. If the Contractor does not notify the City of a discrepancy within the ten (10) Day period, the discrepancy is waived, and the Contractor is afforded no further recourse, right or remedy as to the discrepancy.

Paragraph 2.23. At any time during the Term of the Agreement, the City may by Change Order alter the number of Units applicable to the Work. If the number of Units is increased, the Work on any additional Units will be paid to Contractor in an amount equal to the number of additional Units multiplied by the Unit Price herein. If the number of Units are decreased, the Contract Price will be reduced in an amount equal to the number of Units decreased multiplied by the Unit Price. Unit Price and Units are described in the specifications in Exhibit "A".

Paragraph 2.24. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when: the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate for Payment has been issued.

Liquidated Damages

Paragraph 2.25. Contractor and City recognize that time is of the essence and that City may suffer financial loss if the Work is not completed within the times specified in Exhibit "A", plus any extensions thereof allowed. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$500.00 for each day that expires after the time specified in Exhibit "A" above until the Work is complete.

Character and Conduct of Contractor's Employees and Subcontractors

Paragraph 2.26. The Contractor's employees and Subcontractors who normally and regularly come into direct contact with the public shall bear some means of company identification such as a company uniform with name badges, name tags or identification marks. Vehicles and equipment shall also bear some means of company identification (as identified in Exhibit "A").

Paragraph 2.27. The Contractor shall perform the Work with as little noise and as little disturbance to Third Parties and surrounding property owners as possible.

Paragraph 2.28. Care shall be taken by Contractor to prevent damage to property, including buildings, sidewalks, parking lots, trails, roads, pavilions, playgrounds, lawns, shrubs, flowers, trees, plants, etc. on City-Owned Property, Rights-of-Ways or of Third Parties.

Safety and Protection

Paragraph 2.29. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall appoint a qualified, experienced safety representative, whose duties shall be the prevention of accidents and the maintaining and supervision of the safety precautions and programs.

Injury or Damage

Paragraph 2.30. Contractor shall promptly notify the City of all damage to property belonging to the City or Third Parties, or injuries incurred by persons other than employees of Contractor in no case later than one (1) hour after the injury or damage occurred.

Paragraph 2.31. Contractor shall be responsible for any damage to the property, real or personal, of any Third Party or of the City that is caused by any act or omission of the Contractor in the performance under the Agreement. If the City finds that the Contractor has failed to completely reimburse the Third Party any amount and the City, and the City deems it necessary to compensate the Third Party for its damaged property, the City may pay the Third Party and deduct this amount from the amount due to Contractor under this Agreement. The City reserves the right to pay all fines, penalties, costs and assessments levied by any governmental authority against the Contractor and to withhold said amount from any payments due to Contractor under this Agreement. The terms and conditions of this paragraph shall survive the termination of this Agreement.

Additional Services

Paragraph 2.32. Contractor shall prepare a list of rates for special services not specified in Exhibit "A". Contractor shall supply the list from time to time, but not less than once per year.

Reports by Contractor

Paragraph 2.33. Contractor shall submit reports as identified in Exhibit "A" and upon request by the City provide a written report of equipment, staffing, emergencies, security problems or any related events. The Contractor shall cooperate with the City as necessary to review financial statements and/or audit Contractor's books and records concerning this Agreement.

SECTION E. PERFORMANCE AND TERMINATION

Force Majeure

Paragraph 2.34. Contractor and the City shall be excused from complying with the terms and conditions of this Agreement if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure event. A Force Majeure event will not excuse either Party from making payments, performing indemnity obligations (as applicable), or other duties not directly limited by the Force Majeure event, except as otherwise provided within this paragraph entitled "Force Majeure". "Force Majeure" includes acts of God, floods, blizzards, ice storms, and hurricanes; insurrection, revolution, piracy, and war. Strikes, slowdowns, walkouts, lockouts, industrial disturbances and labor disputes are not excused under this provision.

Provisions Surviving Termination

Paragraph 2.35. In the event of termination of this Agreement, the terms and conditions which expressly survive termination of this Agreement and those dealing with warranty, indemnities, audit, confidentiality, insurance, arbitration, disclaimer of consequential damages and any limitation of liability, shall survive termination and remain in full force and effect.

Termination by the City

Paragraph 2.36. The City may terminate the Agreement upon 1) thirty (30) Days written notice for any reason, or 2) upon any of the following events of default ("Events of Default") if after giving the Termination Notice described in Paragraph 2.36, the Contractor has not cured the Event of Default within the applicable cure period:

- A. If Contractor fails to fulfill or maintain in a timely and proper manner any obligations, duties or provision of the Agreement, and Contractor fails to cure such default to the satisfaction of the City within ten (10) Days of the Contractor's receipt of written notice from the City specifying the how the Contractor failed to perform in reasonable detail.
- B. If Contractor is adjudicated voluntarily bankrupt, or if Contractor is subject to the appointment of receiver or trustee and fails to have the receiver or trustee removed within sixty (60) Days, or if any assignment or Contractor's property shall be made for the benefit of creditors, or if Contractor becomes insolvent, or unable to pay its debts as they become due.
- C. If there is a change of Control of the Contractor, whether voluntarily or by operation of law, or substantially all the assets of the Contractor are sold or transferred voluntarily or otherwise, the Agreement shall terminate unless the City agrees by Change Order to continue the Agreement with the Contractor after the change of Control or disposition of assets. The Contractor shall promptly notify the City of any actual or proposed change in, transfer of or acquisition by another party of Control of the Contractor. "Control" as used herein means the power, whether direct or indirect, to direct the affairs of the Contractor by whatever manner exercised. Any agreement by the City to continue this Agreement after the change in Control or disposition of assets shall be contingent upon the new controlling party or owner of the assets becoming a signatory to the Agreement and otherwise complying with all the terms and conditions herein, including but not limited to the submission of Bonds, if required by this Agreement, and certificates of insurance acceptable to the City.

Administrative Fee

Paragraph 2.37. If there is an Event of Default which the Contractor does not cure within the applicable cure period, the City may charge, and the Contractor shall pay to the City an administrative fee to compensate the City for its costs associated with the Contractor's failure to perform the Work as required in this Agreement. The City may levy this administrative fee without terminating this Agreement. The fee shall be equal to 1.5 times the Unit Cost multiplied by the number of Days the Event of Default continues uncured after the expiration of the applicable cure period and shall be payable to the City by the Contractor upon written demand. The Parties stipulate that the fee is a reasonable estimate and is not to be construed as a fine or penalty and shall be in addition to any other remedy the City may have at law, in equity or under the Agreement.

Termination Notice: Cancellation of Orders and Subcontracts

Paragraph 2.38. Upon the occurrence of an Event of Default subject to any applicable notice and cure period, the City should they elect to terminate the Agreement, will issue a written notice of termination (the "Termination Notice") to the Contractor. In addition, the City may issue a Termination Notice for any reason as so long as the Contractor is given thirty (30) Days' notice in the Termination Notice. Termination shall be effective upon the date specified in the Termination Notice, and upon said date this Agreement shall be deemed immediately terminated and thereafter neither Party shall have any rights or obligations under this Agreement except as expressly provided herein. Any termination of the Agreement shall not relieve the Contractor (a) from the obligation to pay any fees, taxes or other charges then due to the City or any other Third-Party incident to the Agreement, (b) from the obligation to file any monthly, quarterly or annual Reports through termination, (c) from any claim from damages previously accrued or then accruing against the Contractor nor (d) from any provisions of this Agreement that expressly survive termination. Upon the effective date of termination as contained in the Termination Notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work and shall proceed to promptly cancel all existing orders and subcontracts for the Work. Contractor shall immediately submit an Application for Payment showing in detail the Work performed through the date of termination. The City agrees to compensate the Contractor for that portion of Work actually performed prior to the effective date of termination and not disputed under this Agreement and not previously paid, less any charges, deductions, or administrative fees. Termination of this Agreement shall not affect any rights or remedies of the City against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by the City shall not release Contractor from liability.

Termination or Stop Work by Contractor and Remedies for Default by the City

Paragraph 2.39. If through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) Days by the City or under an order of court or other public authority, or the City fails for sixty (60) Days to pay Contractor any sum not in dispute, or if the City otherwise default hereunder, then Contractor may, (i) upon fifteen (15) Days written notice to the City, and provided the City does not remedy such suspension or failure to pay within that time, terminate this Agreement and recover payment from the City for the undisputed Work which Contractor completed prior to the effective date of termination, or (ii) upon seven (7) Days written notice to the City stop the Work until payment of all such amounts due Contractor are received, without termination of this Agreement as the Contractor's sole and exclusive remedies.

**ARTICLE III.
CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

General Service Warranty

Paragraph 3.1. The general service warranty applies to all services performed by Contractor or its subcontractors. Contractor warrants it will perform all services in a good and Workmanlike Manner.

Contractor’s Representations and Warranties

Paragraph 3.2. Contractor is familiar with the nature and extent of the Agreement, the Work, the locality, with all local conditions and federal, state, and local laws, ordinances, rules, and regulations including but not limited to all rules, regulations, and the restrictive covenants governing the land within the jurisdiction of the City, that in any manner may affect cost, progress or performance of the Work.

Paragraph 3.3. The person signing this Contract on behalf of the Contractor is authorized by Contractor to do so.

Paragraph 3.4. Contractor’s representations and warranties under this Article III of the Agreement entitled Contractor’s Representations and Warranties will survive the termination of this Agreement.

**ARTICLE IV.
FINANCIAL ADMINISTRATION**

SECTION A. APPLICATIONS FOR PAYMENT AND PROCEDURES

Compensation

Paragraph 4.1. Contractor’s compensations shall be set forth in the specifications in Exhibit “A”.

Contractor’s Invoices

Paragraph 4.2. Applications for Payment shall be submitted in such form and accompanied by such certification and documentation as the City may reasonably request, including the following as applicable: (a) Daily rate and the number of day worked in performing the Work, (b) the type and quantities of materials or supplies furnished by Contractor and utilized in performing the Work (e.g. chemicals), (c) the dates and hours equipment or machinery was employed in performing the Work, (d) Report on number of acres cleared, and (e) any charges for extra services authorized by the City (Each service must be individually listed next to its charge and approved proposals or Change Orders must be included).

Payment of Application for Payment

Paragraph 4.3. Except as provided in the paragraph entitled “Disputed Invoices,” the City agrees to pay Contractor’s Application for Payment within forty-five (45) Days after the City’s receipt of the Application for Payment.

Remedies for Unpaid Invoices

Paragraph 4.4. Undisputed Applications for Payment or the undisputed part of an Application for Payment remaining unpaid after forty-five (45) Days from receipt by the City shall accrue simple interest at the rate of 10% per annum (or the maximum interest rate allowed by applicable law, whichever is less), from the 46th day after receipt by the City through the day the City mails payment to the Contractor.

Disputed Applications for Payment

Paragraph 4.5. If the City, in good faith, disputes any Application for Payment in whole or in part, the City shall notify Contractor of the dispute within the time required for payment and shall timely pay any undisputed portion. Interest shall not accrue on the amounts disputed in good faith.

City Payment Does Not Constitute Waiver

Paragraph 4.6. The City payment of an Application for Payment shall not prevent it from later filing claims against Contractor or waive its rights to recover money previously paid to Contractor. Without limiting the generality of the preceding sentence, the City may recover any sums paid to Contractor by mistake of law or of fact.

SECTION B. LIENS AND CLAIMS**Contractor's Obligations Concerning Liens and Claims**

Paragraph 4.7. Contractor shall pay all valid claims for its labor, materials, services, supplies, and products as they become due. Whether a claim is valid or invalid, no lien, privilege, charge, or similar encumbrance shall become fixed upon the City lands, fixtures, improvements, or other property because of Contractor's failure to pay for goods or services provided for hereunder. After being notified of the existence of such claims, charges, liens, privilege, or encumbrances, Contractor agrees to take all necessary steps to obtain the release of such lien, privilege, or encumbrance.

Paragraph 4.8. If Contractor fails or refuses to pay its claims or indebtedness, then the City shall have the right to pay any such claims or indebtedness out any money due or to become due to Contractor under this Agreement; provided, however, the City shall not pay any such claim or indebtedness as long as Contractor is actively contesting it and has taken all actions necessary (including the posting of a bond or security if appropriate) to protect the City's property interests and the interests of other Persons in that same property.

Paragraph 4.9. Before the City pays any Application for Payment, the City may require Contractor to certify that there are no unsatisfied claims for labor, materials, equipment, supplies, or products.

**ARTICLE V.
RISK MANAGEMENT**

SECTION A. GENERAL INDEMNIFICATION

Release, Defense, and Indemnity

Paragraph 5.1. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City and its officers, directors, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

Paragraph 5.2. Contractor agrees to release, protect, defend, indemnify, and hold harmless the City or any of its officers, directors, employees, agents, consultants and subcontractors from and against any and all claims (including claims of Third Parties and claims of spouses, heirs, survivors, legal representatives, successors and assigns) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work for personal injury, illness, death, property (whether real or personal, owned or leased) damage) and loss arising out of or resulting from the performance of this Agreement suffered by Contractor **EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY MEMBER(S) OF THE CITY.**

The release, protection, defense, indemnity and hold harmless obligations assumed by Contractor, and the limitations afforded the City, in this paragraph include any liability for employment discrimination, medical, compensation, or other benefits owed to employees of Contractor as a result of the direct employment relationship of such individuals with a member of Contractor even if such individuals are determined to be the borrowed or statutory employee of any member(s) of the City.

The indemnities in Paragraph 5.2 of this Agreement shall only be effective to the maximum extent permitted by the applicable law, either legislative enactment or a controlling judicial decision. If such existing or future law limits in any way the extent to which indemnification may be provided to an indemnity that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provision set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law. The liability of the City is limited due its status as a political subdivision of the State of Missouri.

Paragraph 5.3. For the purpose of Article V, the phrase "arising from or resulting from the performance of this Agreement" shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals and/or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.

Indemnity for Removal of Liens

Paragraph 5.4. Should the Contractor fail to fulfill its obligations under Article IV Section B concerning removal of liens, privileges or encumbrances on the property of any resident(s) of the City or property of the City arising out of performance under this Agreement, Contractor agrees to release, protect, defend, indemnify, and hold harmless the City for its direct costs actually incurred in removing such lien, privilege or encumbrance, should the City decide to proceed with removal.

Limitation on Damages

Paragraph 5.5. Contractor agrees that no resident(s) of the City will be responsible for and specifically agrees to release, defend, indemnify, and hold harmless the residents of the City, Mayor, City Council, employees, and agents from any and all liability for indirect, special, incidental, consequential, punitive or exemplary damages suffered by any employee(s) of Contractor.

SECTION B. INSURANCE

Basic Insurance Coverage

Paragraph 5.6. The Contractor and all subcontractors shall support its indemnity obligations by furnishing liability insurance coverage of the types set forth.

Comprehensive General Liability and Bodily Injury

Including Death:	\$1,000,000 each person \$3,000,000 each occurrence
Property Damage:	\$3,000,000 each occurrence \$3,000,000 aggregate

Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$1,000,000 each person \$3,000,000 each occurrence
Property Damage:	\$3,000,000 each accident

Owner's Protective Bodily Injury

Including Death:	\$1,000,000 each occurrence \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate

Workers Compensation

The Contractor shall procure and shall maintain during the term of the Agreement, Workers' Compensation insurance for all of its employees to be engaged and perform work under the Agreement, and in case any

such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be \$1,000.00 per occurrence.

Insurance Endorsements and Provisions

Paragraph 5.7. Prior to commencing to Work under this Agreement, Contractor shall obtain a waiver of subrogation from its insurers on the policies required in favor of the City.

Paragraph 5.8. All such insurance coverage required under this Agreement shall name the City as an additional insured.

Paragraph 5.9. Have such policies contain or be endorsed to contain a severability of interest provision so that each insured shall be treated separately under the policy so that the insurer may not deny enforcement based on the conduct or omissions of another insured; provided, however, this provision shall not cause any insurer or underwriter to pay more than the limits of the insurance coverage provided;

- Be primary over any insurance coverage maintained by the City;
- Be maintained in full force and effect during the term of this Agreement; and
- Contain provisions stating that such policies shall not be materially changed or cancelled without thirty (30) Days prior written notice having first been furnished to the City.

Certificates of Insurance

Paragraph 5.10. Contractor and all Subcontractors agree that prior to commencing any of the Work under this Agreement; they shall have their insurance carrier furnish the City a certificate or certificates of insurance and endorsement page(s) evidencing insurance coverage in accordance with the requirements identified herein. Acceptance by the City of a certificate or certificates of insurance and/or endorsement page(s) showing coverage not in compliance with the insurance requirements of this Agreement shall not relieve Contractor or Subcontractor(s) from its obligations under this Agreement.

Performance Bond and Labor and Material Payment Bond

Paragraph 5.11. Contractor shall furnish with the executed Agreement a Performance and Payment Bonds, each in an amount at least equal to the Contract Price of the Agreement as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, and also a Labor and Material Payment Bond in an amount at least equal to the Contract Price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance bond and the Labor and Material Payment Bond may be in separate instruments, however, if combined into one the amount shall be for two hundred percent of the Contract

Sum. The City will hold the Bonds for the duration of the Contract, as security for faithful performance and payment of all obligations under the Contract Documents.

Paragraph 5.12. Shall use the Performance Bond forms contained in the contract documents.

Paragraph 5.13. All Bonds signed by an agent must be accompanied by a certified copy of agent's authority to act. Only surety companies authorized to do business in and having an agent for services in the State of Missouri will be acceptable.

Paragraph 5.14. If the Surety on any Bonds furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall substitute another Bond and Surety, both of which must be acceptable to the City before continuing the Work.

Severability

Paragraph 5.15. If any part of Article V contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Article V and deemed nonbinding while all other parts of this Article V shall remain binding.

ARTICLE VI. LEGAL ADMINISTRATION

SECTION A. COMPLIANCE WITH LAWS AND REGULATIONS

General Legal Compliance

Paragraph 6.1. Contractor shall comply with all applicable local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Agreement as well as other regulations and restrictive covenants of the City.

If the Contractor discovers any provisions in the Agreement which is contrary or inconsistent with any law, ordinance, or regulation, it shall immediately report same in writing to the City.

Paragraph 6.2. Contractor shall be held to comply with all requirements of the Prevailing Wage Law of the State of Missouri, and shall forfeit as a penalty to the state, county, city, town district or other political subdivision on whose behalf the Contract is made or awarded, one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this Contractor, by him/her or by any subcontractor under him/her.

Paragraph 6.3. Contractor shall affirm by sworn affidavit that he/she has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services and to sign the affidavit affirming that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the Contract. Such affidavit shall be required as a condition of this Contract prior to or at the time of execution of this Contract, and Contractor shall provide documentation for the program.

SECTION B. GOVERNING LAW AND DISPUTE RESOLUTION

Paragraph 6.4. The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri. The Agreement is performable in Franklin, County, Missouri, and the Parties agree that venue for any dispute under the Agreement shall be Franklin County. Any Party, who is the prevailing Party in any legal proceeding brought under or in relation to the Agreement shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

SECTION C. MISCELLANEOUS

Severability

Paragraph 6.5. If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed nonbinding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

Singular and Plural

Paragraph 6.6. Reference to one gender includes a reference to the other gender.

Headings

Paragraph 6.7. The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

Counterpart Execution

Paragraph 6.8. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes. No Party shall be bound to this Agreement unless and until all Parties have executed a counterpart.

Binding Authority

Paragraph 6.9. Each of the individuals executing this Agreement represents that he or she has full right and authority to execute this instrument on behalf of the City or Contractor, as the case may be, and to bind such Party. If the Person executing this

Agreement has a title that includes the term "Manager," "Director," or "Vice President," then the Parties agrees that such Person has apparent authority to execute this Agreement and bind the Party. If such Person executes this Agreement on behalf of a Party, the other Party is not required to obtain a power of attorney, delegation of authority, or corporate resolution evidencing such authority.

Entirety of Contract

Paragraph 6.10. The Agreement embodies the entire contract between Parties.

Waiver

Paragraph 6.11. Failure to exercise any option to terminate shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provisions or any other provision. The failure of the City at any time to enforce or to object to a failure or refusal to perform any terms, condition, or covenant of the Agreement, or to exercise any option herein given, or to require at any time performance by the Contractor of any term, condition, or covenant hereof, shall in no way constitute a waiver of any subsequent breach, or effect the validity of the Agreement or any part hereof or the right of the City thereafter to enforce the same, but shall apply only to the specific instance to which the failure to enforce is directed.

Approvals

Paragraph 6.12. All approvals or consents required or permitted pursuant to the Agreement shall be writing in order to be considered valid and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF WASHINGTON

By _____
James D. Hagedorn, Mayor

(SEAL)

ATTEST:

Sherri Klekamp, City Clerk

CONTRACTOR

By _____
"Contractor"
Title _____

(SEAL)

ATTEST:

Title:



February 6, 2023

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

RE: Skate Park Concrete & Fence bids

Honorable Mayor and City Council,

The renovation of the Skate Park at Optimist Park is included in the current Capital Sales Tax Improvement Plan as a funded project. The total budgeted amount for the skate park renovation is \$150,000. As such, Staff bid out Phase I of this renovation project, which includes the replacement of the failing tennis court asphalt (around the concrete skate ramps), sidewalks and fence at the skate park. Demo of the old asphalt, sidewalks, fence, placement of rock and grading will be done by Staff. Phase II of the project (bid out later this year) will consist of cosmetic upgrades to the pavilion and restroom, installation of durable restroom partitions, new water fountain and possibly a new skate park feature. Budget for Phase II is \$54,100.

On January 12, the City received the following bids for concrete and fencing:

- KJ Unnerstall Construction: \$95,871.75
- Jokerst Paving & Contracting: \$112,883.75
- SK Contractors: \$117,949.25
- Next Level Construction: \$124,130.00

Find in this packet an ordinance for your consideration that would enter the City into a contract with KJ Unnerstall Construction Co. for \$95,871.75 for new concrete and fencing at Optimist Skate Park.

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, MA, CPRP
Director of Parks & Recreation



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT BETWEEN SCHICKER CHRYSLER DODGE JEEP RAM OF WASHINGTON FOR THE PURCHASE OF THREE (3) 2023 DODGE DURANGO PURSUIT PATROL VEHICLES

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 Sales Contract between Schicker Chrysler Dodge Jeep Ram of Washington and the City of Washington, Missouri for the purchase of three (3) Dodge Durango Pursuit Patrol Vehicles. A copy of said contract is marked Exhibit A and is attached hereto and incorporated herein by reference.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

7j

Exhibit A
SALES CONTRACT

This Sales Contract made and entered into this 6th day of February 2023, by and between Schicker Chrysler Dodge Jeep Ram of Washington, Washington, Missouri, hereinafter referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas seller provided a bid in accordance with the State of Missouri Contract for special bid incentives TB3073 of three (3) 2023 Dodge Durango Pursuit Vehicle AWD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City three (3) 2023 Dodge Durango Pursuit Vehicle AWD; in the manner set forth in the contract documents, for payment in the total sum of one-hundred eighteen thousand, three-hundred fifty dollars and zero cents (\$118,350.00).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and BidThis contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.
These documents are as fully a part of the contract as if attached hereto or repeated herein.
3. This agreement shall be construed or determined according to the laws of the State of MO.

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

SELLER:
BY: _____
Company Representative

CITY:
BY: _____
Mayor - Washington, Missouri

ATTEST: _____
City Clerk

7j



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

1/30/23

To: City Council
Mayor Hagedorn

From: Chief Armstrong

RE: Purchase of New Patrol Vehicles and Equipment for Same- 2022/2023 Budget Year

Respected Council Members and Honorable Mayor:

For the year 2022/2023 budget, I am requesting, as budgeted for, the purchase of three (3) police vehicles:

3- 2023 Dodge Durango Pursuit Vehicle AWD SUVs

All units will be assigned to the Road Patrol for use and will replace units in current service that have high mileage. Two older model Chevrolet Impalas and one Ford Explorer are the vehicles being replaced. We have experienced quality and reliability issues with the 2021 and 2022 model year Ford Explorers. A couple of them have required extensive repairs. Even though they were under warranty, there was still significant down time associated with the repairs. This prompted us to consider the Dodge Durango Pursuit. We consulted with area police agencies that have experience with the Durango Pursuit. They raved about their performance and reliability.

The 2022/2023 City Vehicle Replacement Fund budgeted for the purchase of three (3) new patrol units. The base state bid price for the 2023 Dodge Durango Pursuit AWD is \$39,450.00. Schicker Chrysler Dodge Jeep Ram of Washington quoted a price of \$39,450 per unit for a total of \$118,350.

We did seek two other bids for comparison. Landmark Dodge of Independence quoted a price of \$39,450 per unit. Dave Sinclair Chrysler Dodge Jeep and Ram quoted at price of \$39,334 per unit. The price difference for the units between Dave Sinclair and Schicker is minimal; about \$116/vehicle.

7j

Given the fact that Schicker is located in town and meets the state contract price, I consider them to be the best bid and recommend we purchase from them.

I request approval of an ordinance and a sales contract with Schicker Chrysler Dodge Jeep Ram of Washington for the purchase of three (3) Dodge Durango Pursuit SUVs at a total purchase price of \$118,350.

Equipment

Getting three new patrol vehicles will require equipment purchase, outfitting, upgrading, and equipment change over for the vehicles.

I recommend using Public Safety Upfitters LLC of Fenton, MO for the equipment needed, change out, outfitting and upgrades. Recently we have experienced quality issues with our previous vendor for outfitting. Our staff decided to seek out bids from other area emergency vehicle upfitters. Public Safety Upfitters LLC quoted a price of \$12,708 per vehicle. Defender Product Solutions LLC quoted a price of \$13,076.87 per vehicle. Small Town Upfitting LLC quoted a price of \$14,496 per vehicle.

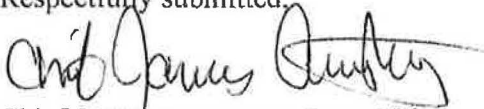
Public Safety Upfitters is a major outfitter for emergency vehicles in our region. Because of the volume of equipment they purchase for installation, they get bulk pricing from manufacturers. This in turn reduces the equipment costs to the Department. We did research other agencies that use Public Safety Upfitters, and they were pleased with their service. Additionally, they carry the same brand of equipment we currently use in our patrol vehicles. For the above reasons, including being the lowest bid, I recommend using Public Safety Upfitters.

I request approval of an ordinance and a sales contract with Public Safety Upfitters for equipment, outfitting, upgrading, and equipment change over for three (3) 2023 Dodge Durango Pursuit SUVs. Total cost being \$38,124.

The 2022/2023 Vehicle Replacement Fund for the police department purchase and equipping of three (3) police vehicles totals \$191,000.00. The total price from Schicker Chrysler and Public Safety Upfitters is \$156,474. Adding the price of \$2,000 per vehicle for graphics, puts the project \$28,526 under budget.

Should you have any questions or concerns, feel free to contact me prior to the City Council meeting.

Respectfully submitted,



Chief James Armstrong, DSN 256



Schicker Chrysler Dodge Jeep Ram of Washington

5824 Highway 100

Washington, MO 63090

Phone: (636) 239-6500 Fax: (636) 239-2650

www.schickerautomotive.com

January 26, 2023

Washington Police Dept.
Attn: Captain Darryl Balleydier
301 Jefferson St.
Washington, MO 63090

Captain Balleydier,

Herein is the bid from Schicker Chrysler Dodge Jeep Ram for three (3) 2023 model-year Dodge Durango fleet pursuit vehicles. Each vehicle meets the following specifications:

Model year: 2023

Make/model: Dodge Durango

Drive type: Pursuit vehicle all-wheel drive (AWD)

Engine & Transmission: 3.6L v6, 8-speed automatic transmission

Exterior color: Black clear coat

Optional equipment: Black left LED spot lamp

Cost per unit: \$39,450

Total cost for all three (3) vehicles: \$118,350

This price facilitated under City of Washington's fleet account number (FAN) 53140 and special bid incentives TB3073.

Thank you for the opportunity to bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Bizzle", is written over a light blue horizontal line.

Justin Bizzle GSM

Bid prepared by Kerry Branson, point of contact for fleet sales.

7j

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT BETWEEN PUBLIC SAFETY UPFITTERS LLC FOR THE PURCHASE, OUTFITTING AND UPGRADING OF EQUIPMENT FOR THREE (3) 2023 DODGE DURANGO PURSUIT PATROL VEHICLES

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 Sales Contract between Public Safety Upfitters LLC and the City of Washington, Missouri for the purchase, outfitting and upgrading of equipment for three (3) Dodge Durango Pursuit Patrol Vehicles. A copy of said contract is marked Exhibit A and is attached hereto and incorporated herein by reference.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

TK

Exhibit A

SALES CONTRACT

This Sales Contract made and entered into this 6th day of February 2023, by and between Public Safety Upfitters, Fenton, Missouri, hereinafter referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas seller was the best bid received for furnishing equipment, outfitting and upgrades for three (3) 2023 Dodge Durango Pursuit Vehicle AWD.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City equipment, outfitting, upgrades and equipment removals for three (3) 2023 Dodge Durango Pursuit Vehicle AWD; in the manner set forth in the contract documents, for payment in the total sum of thirty-eight thousand, one hundred twenty-four dollars and no cents (\$38,124.00).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and Bid

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

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

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

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

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor - Washington, Missouri

ATTEST: _____
City Clerk



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

1/30/23

To: City Council
Mayor Hagedorn

From: Chief Armstrong

RE: Purchase of New Patrol Vehicles and Equipment for Same- 2022/2023 Budget Year

Respected Council Members and Honorable Mayor:

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3- 2023 Dodge Durango Pursuit Vehicle AWD SUVs

All units will be assigned to the Road Patrol for use and will replace units in current service that have high mileage. Two older model Chevrolet Impalas and one Ford Explorer are the vehicles being replaced. We have experienced quality and reliability issues with the 2021 and 2022 model year Ford Explorers. A couple of them have required extensive repairs. Even though they were under warranty, there was still significant down time associated with the repairs. This prompted us to consider the Dodge Durango Pursuit. We consulted with area police agencies that have experience with the Durango Pursuit. They raved about their performance and reliability.

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TK

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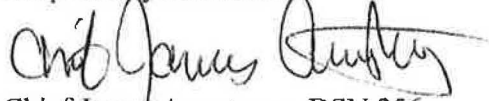
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Should you have any questions or concerns, feel free to contact me prior to the City Council meeting.

Respectfully submitted,



Chief James Armstrong, DSN 256

TK



PUBLIC SAFETY UPFITTERS LLC
1724 B WESTPARK CENTER
FENTON, MISSOURI 63026
(636) 326-8090

Representative: Scott Duerfahrd
 Cell: 314 807-5480

Client: Washington Police
 Attn: Darryl Balleydier
 Address: 415 Jefferson St
 washington mo 63090
 Phone: 636 677-9305
 Email: [Darryl Balleydier <dballeydier@washmo.gov>](mailto:dballeydier@washmo.gov)

Date: 12/28/2022
 Customer's PO:

1- 2023 Dodge Durango

All quotes are good for 20 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Code 3:		
	Light bar:		
1	PN# 16-32662-CM New Covert 52 inch dual color light bar, RW/BW with amber arrowstick and full scene light option	\$ 1,590.00	\$ 1,590.00
1	ADJBKT010-B hook kit for dodge durando 2021	N/C	N/C
	Siren and Speaker:		
2	C3100U speaker and universal bracket	\$ 159.00	\$ 318.00
1	Z3SXP-1 code 3 premier Z3 siren with built in banshee with dual tones	\$ 699.00	\$ 699.00
	Headlight and tilight flashers:		
1	built into the factory program but need to be powered up		INC.
	Mirror lights:		
2	M180SMC-RB red/blue under mirror light	\$ 95.00	\$ 190.00
1	BSM-BKT-DUR bracket for durango for lights	\$ 67.00	\$ 67.00

TK

	Streamlight:		
1	20702 SL20 Led flashlight with dc supply	\$ 149.00	\$ 149.00
	Grille Lights:		
2	ULTMC-RB red / white megathin led light <i>flush mountd to grille</i>	\$ 79.00	\$ 158.00
	Side running board lights:		
1	C3RNRDC-60R-BWRW 60 inch outliner perimeter under tailgate light color red/blue/white	\$ 289.00	\$ 289.00
1	C3RNRDC-60L-BWRW 60 inch outliner perimeter under	\$ 289.00	\$ 289.00
2	RNRBKT-DUR brackets for lights	\$ 29.00	\$ 58.00
	rear license plate lights:		
1	ULTMC-RW red / white megathin led light	\$ 79.00	\$ 79.00
1	ULTMC-BW blue/ white megathin led light	\$ 79.00	\$ 79.00
1	LXEXLPBKT-CHR rear license plate bracket	\$ 35.00	\$ 35.00
	Rear Hatch Lights (flashing when hatch is up):		
2	ULTMC-RB mounted to hatch gate when open	\$ 79.00	\$ 158.00
	Rear Work light hatch:		
1	CW0402 code 3 flood light for hatch door rear 2 X.5x17	\$ 99.00	\$ 99.00
1	Switch for work light on hatch door	\$ 25.00	\$ 25.00
1	Code 3 freight		\$ 45.00
	Havis:		
1	C-VS-2300-DUR Vehicle-Specific 23" Console For 2021+ dodge durango	\$ 369.00	\$ 369.00
1	C-AP-0625-1 6" Accessory Pocket, 2.5" Deep	\$ 49.00	\$ 49.00
1	C-MC Mic Clip	\$ 10.00	\$ 20.00
1	CUP2-1004	\$ 39.00	\$ 39.00
1	C-ARM-103	\$ 117.00	\$ 117.00
1	C-EB35-Z3S-1P	N/C	N/C
1	C-EB30-MCS-1P NEED RADIO INFO VERIFIED !!!!!	N/C	N/C
1	C-MD-119 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapt	\$ 246.00	\$ 246.00
1	C-HDM-204 8.5" Heavy Duty Telescoping Pole, Side	\$ 139.00	\$ 139.00
	Havis side computer mount:		
1	C-MD-119 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapt	\$ 239.00	\$ 239.00
1	C-HDM-204 8.5" Heavy Duty Telescoping Pole, Side	\$ 145.00	\$ 145.00
	<i>customer is supplying docking station to mount to set up</i>		
1	Havis heavy Freight		TBD
	Jotto:		

TK

1	475-1765 Single Cell Lite Prisoner Transport System for Dodge Durango 2021+ includes Front Divider, Center Divider, and Rear Cargo Barrier (CB4).	\$ 1,239.00	\$ 1,239.00
1	475-1759 ZRT, Dual Weapon, Single Cell Mounted, Vertical (GR7, ZRT, AR-BLM/870, DURANGO 2021+)	\$ 395.00	\$ 395.00
1	Jotto heavy Freight		TBD
1	Cop Box 40x30x16 aprox CTECH P40-301 cop box with slide out drawer and storage on top	\$ 1,459.00	\$ 1,459.00
1	cop box freight		TBD
	<i>customer is supplying a radio and antenna</i>		
	<i>customer is supplying the docking station</i>		
	<i>INSTALLING radar can be added to install price if needed</i>		
	<i>INSTALLING video system can be added to install price if needed</i>		
Equipment Total			\$ 8,783.00
Install labor hours @ \$110.00 per hour		35.0	\$ 3,850.00
Install materials includes fuse block and misc. wiring components *			\$ 75.00
Grand Total			\$ 12,708.00

*Install material cost consist of: Wire, connectors, terminals, circuit protection, fuses, split loom, tape, shrink tube, and other consumables used in this install

Public Safety Upfitters Install Promise

All auxiliary wiring is protected through a power fuse module located under the hood or at OE manufacturers' locations. All wire, switches, relays, and power fuse modules are appropriately secured and mounted as per industry standards. All leads used for power are fused using factory preferred locations or properly rated fuse block with screw terminals for securing wire terminals. All ring terminals & other circuit connections are mechanically crimped using a ratcheting type crimper to ensure proper tension to the terminal a 3:1 adhesive lined black heat shrink is used to cover crimp for providing additional protection. All circuits have properly sized wire & circuit protection as recommended by the equipment manufacturer.

For the convenience of customers, we offer the ability to pay by credit card. In order to keep costs down for all customers, a 3% fee will be added to all invoices paid by credit card in person, and a 5% fee will be added to all invoices paid by credit card over the phone.

_____ Initial

Invoices are due Net 30, unless otherwise agreed upon with customer. A 3% fee will be added monthly to all invoices after 30 days. For delinquent accounts, the customer agrees to pay any and all collection fees, attorney fees, and all expenses incurred as a result of attempt to collect the debt.

_____ Initial

All quotes are good for 20 days. Cost of goods can change from one month to the next. After 20 days prices are subject to change. Returns are subject to restocking fees per vendor terms.

Initial

TK

New Customers: Upon acceptance of this quote, please email a tax exempt form to shelterbrand@psustl.com.

Signature and Date

--	--

Client Signature

Date

--	--

Representatives Signature

Date

By signing this agreement, I authorize Public Safety Upfitters, LLC. to order equipment and charge for the agreed quotation or invoice amount.

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE HIGHWAY 100 & INTERNATIONAL AVENUE/ RABBIT TRAIL DRIVE CMAQ PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, this intersection is experiencing increased delays and congestion; and

WHEREAS, the pedestrian crosswalks are to be extended to existing facilities to promote alternative modes of transportation; and

WHEREAS, increased traffic and congestion has increased the number of accident near misses.

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

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Congestion Mitigation and Air Quality Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the Highway 100 & International Avenue/Rabbit Trail Drive CMAQ Project.

SECTION 2: That the City Engineer is hereby authorized and directed to execute said Congestion Mitigation and Air Quality Grant Application on behalf of the City of Washington, Missouri.

SECTION 3: That the said Congestion Mitigation and Air Quality Grant Application provides for the process of granting an agreement between the Missouri

Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	9,336
<i>Grant</i>	\$	1,867,200
<i>City Match</i>	\$	466,800
<i>Total</i>	\$	2,587,502

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its adoption.

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



January 30, 2023

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

RE: Resolution – Rabbit Trail CMQ Application

Dear Mayor and City Council Members:

The following resolution authorizes the City to apply for funding through East-West Gateway for the following project:


HIGHWAY 100 & INTERNATIONAL AVE / RABBIT TRAIL DRIVE CMAQ

This project will relocate the intersection of Phoenix Center Drive south, add a right turn lane on international, and add pedestrian facilities. The following is the funding breakdown:

<i>Application Fee</i>	\$	9,336
<i>Grant</i>	\$	1,867,200
<i>City Match</i>	\$	466,800
<i>Total</i>	\$	2,587,502

If awarded the project, it would be funding out of the City's ½ cent transportation sales tax.

Respectfully submitted,


John Nilges, P.E.
Public Works Director

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION SUPPORTING THE APPLICATION FOR FEDERAL ASSISTANCE FROM THE RECREATIONAL TRAILS PROGRAM FOR PHASE III OF THE ROTARY RIVERFRONT TRAIL EXPANSION IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the City of Washington is applying for federal assistance from the Recreation Trails Program for the purpose of Phase III of the Rotary Riverfront Trail Expansion.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WASHINGTON, MISSOURI, that

1. Wayne Dunker of the City of Washington is authorized to sign the application for federal assistance and any other official documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the Federal Highway Administration.
2. The City of Washington currently has the written commitment for the \$165,950.00 matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.
3. In the event a grant is awarded, the City of Washington will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for a minimum of 25 years.
4. In the event that a grant is awarded, the City of Washington is prepared to complete the project within the time period identified on the signed project agreement.
5. In the event a grant is awarded, the City of Washington will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders, all state laws that govern the grant application during the performance of the project, and stewardship requirements after the project is completed.

PASSED AND RESOLVED BY THE CITY OF WASHINGTON

The undersigned hereby certifies that he/she is the duly authorized Clerk and custodian of the books and records and seal of the City of Washington, duly formed pursuant to the laws of the State of Missouri, and that the foregoing is a true record of a resolution duly adopted at a meeting of the City Council, that said

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meeting was held in accordance with state and local laws on February 6, 2023 and that the said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Clerk and have fixed the seal of the City of Washington, this 6th day of February 2023.

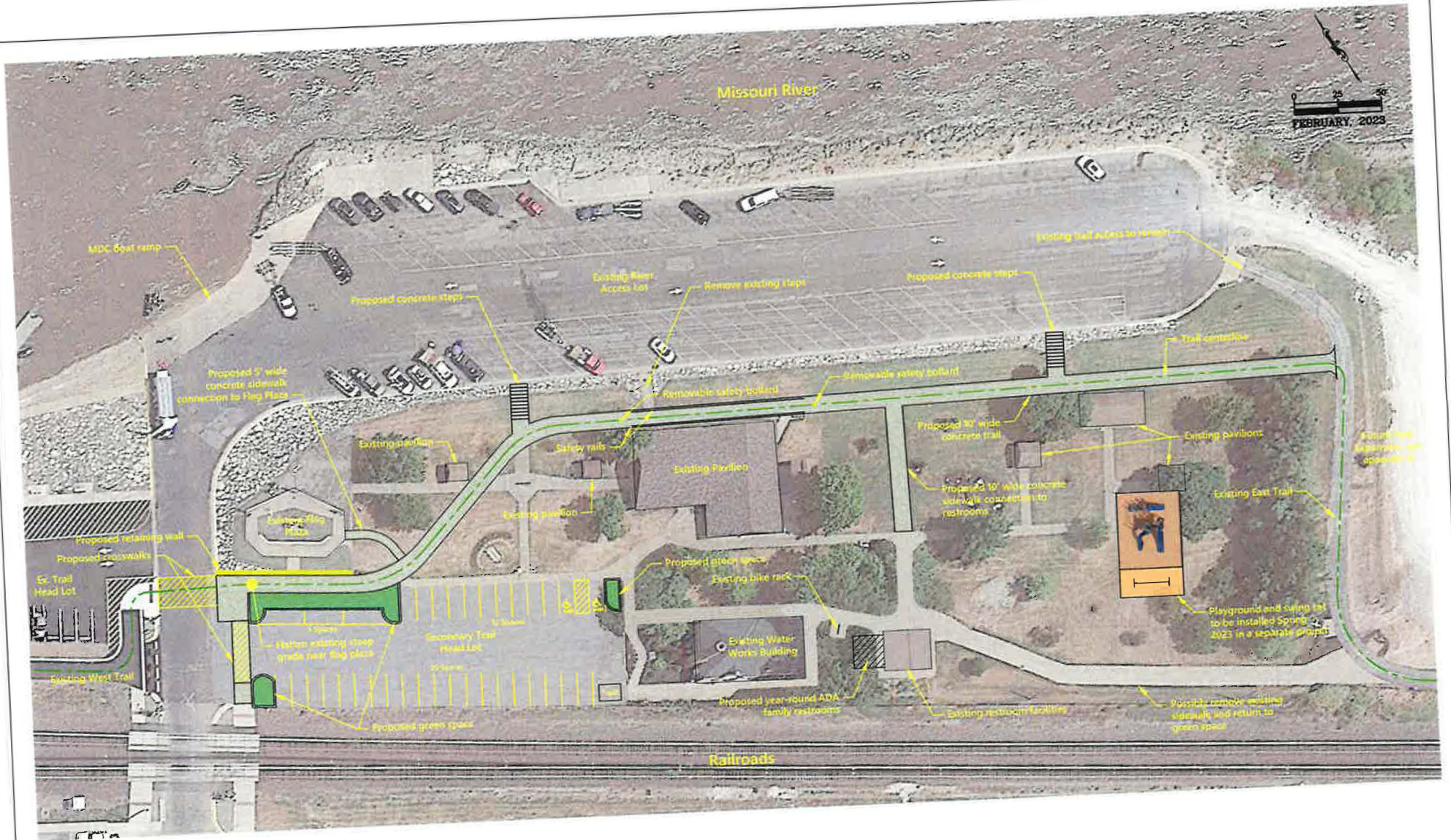
ATTEST: (Clerk)

By: _____

_____ (printed name)

(SEAL)

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**SITE PLAN
ROTARY RIVERFRONT TRAIL
WASHINGTON, MISSOURI**

7m



February 6, 2023

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

RE: Resolution – Recreation Trails Program Grant Application

Honorable Mayor and City Council,

As some of you may remember from 2022, the Parks and Recreation Department is again working on the development of a grant application for the Recreation Trails Program (RTP) through the Missouri State Parks (A division of the Missouri Department of Natural Resources) for the potential funding for Phase III of the Rotary Riverfront Trail Expansion. Phase III is the connection of the East & West Rotary Riverfront Trails and ADA upgrades to the parking lot and restroom facility at Riverfront Park. Despite a good application, the City did not receive funding for this project in 2022. We believe this is a needed project, so we are reapplying.

RTP Grants are federal funds budgeted through the Federal Highway Administration and administered in Missouri through Missouri State Parks and are open to local and state governments, school districts, non-profit and for-profit organizations. Missouri receives between \$1 and \$1.5 million per fiscal year, with the maximum amount awarded is \$250,000 for trail projects. All applicants must have a minimum 20 percent match and must be open to the public for 25 years.

Although, staff is still working on the completion of the grant application, it is anticipated that we will be asking for the full grant amount of \$250,000. In doing so, the City is required to pass a resolution supporting the City's application for federal funds. **Accordingly, staff with the support of the Parks and Recreation Commission, recommends that Council review and approve the attached resolution supporting the application for federal assistance from The Recreational Trails Program for Phase III of the Rotary Riverfront Trail Expansion.**

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

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks and Recreation

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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	\$ 1,827,846.45
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:				\$ 122,725,424.25	

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	439,267.24	33.32%
DECEMBER	567,111.05	406,617.65	400,738.68	448,383.63	522,976.40	469,140.53	-10.29%
JANUARY	355,065.45	428,005.85	420,055.36	430,457.12	392,285.39	515,227.78	31.34%
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	\$ 1,827,846.45	

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

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

7.59%

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	\$ 11,558,609.99

TOTAL COLLECTIONS TO DATE: \$ 54,390,176.90

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	219,633.65	33.32%
DECEMBER	283,555.71	203,310.25	200,369.28	224,192.00	261,488.24	234,570.17	-10.29%
JANUARY	177,532.58	214,002.88	210,027.68	215,228.64	196,142.72	257,613.79	31.34%
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	\$ 913,923.31	

Increase
(Decrease) Over
Prior Year

8.00% -1.93% 3.80% 7.32% 6.57%

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

7.59%

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		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	219,633.66					33.32%
DECEMBER	283,555.44	203,308.99	200,369.28	224,192.04	261,488.24	234,570.22					-10.29%
JANUARY	177,532.58	214,002.88	210,027.78	215,228.70	196,142.69	257,613.79					31.34%
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	\$ 913,923.35					

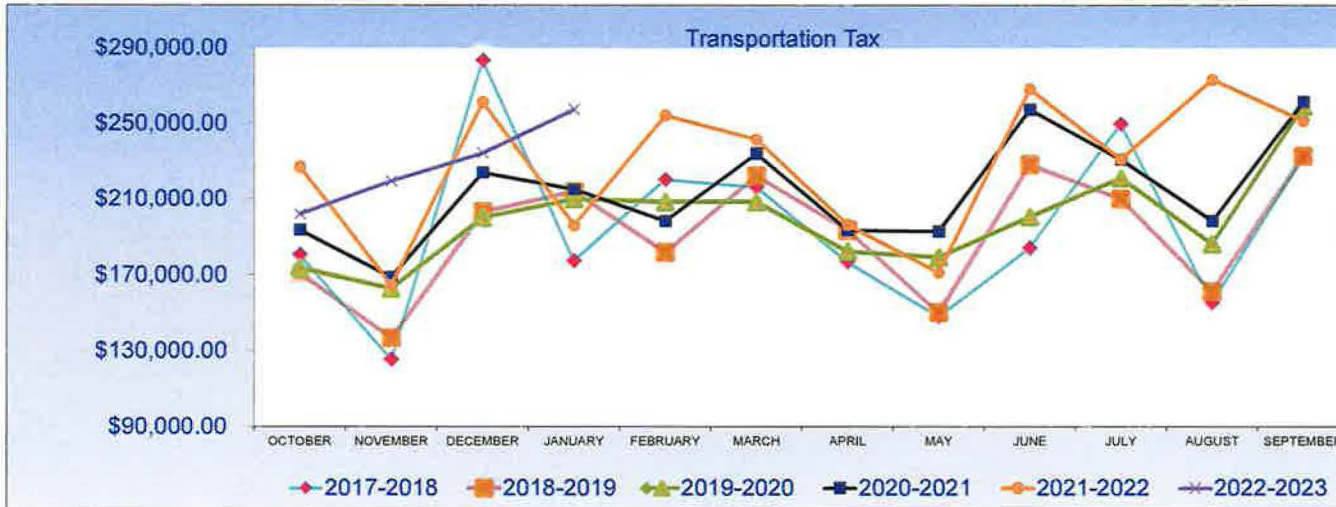
Increase (Decrease) Over Prior Year

	8.01%	-1.93%	3.80%	7.32%	6.57%
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COLLECTIONS 2005 TO PRESENT: **\$32,652,478.91**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **7.59%**

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

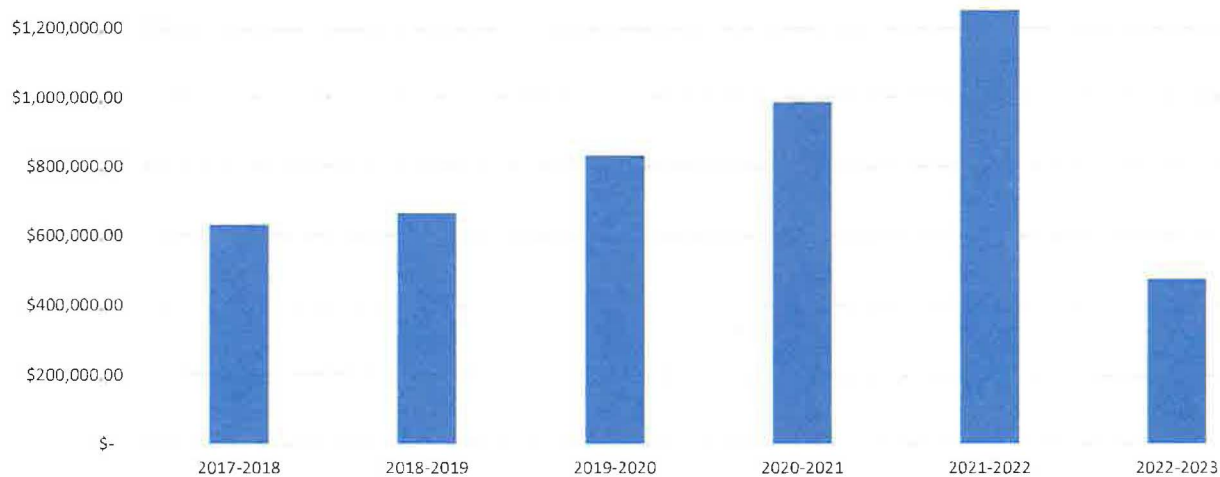


LOCAL OPTION USE TAX

MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Monthly % Increase/ (Decrease)
OCTOBER	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	\$ 80,047.64	9.13%
NOVEMBER	17,632.77	48,613.78	56,442.98	77,752.19	75,696.93	134,689.97	77.93%
DECEMBER	48,045.68	49,662.96	53,993.39	65,391.95	81,034.55	150,460.10	85.67%
JANUARY	48,211.95	68,775.33	39,958.65	69,783.79	98,017.42	108,564.38	10.76%
FEBRUARY	95,271.61	73,271.71	63,549.19	112,976.86	102,284.34		
MARCH	76,542.59	79,877.50	81,178.43	104,092.21	99,642.15		
APRIL	47,032.55	54,168.57	51,201.38	83,105.78	117,044.07		
MAY	49,331.34	45,391.56	117,142.50	70,120.42	155,677.22		
JUNE	51,751.76	51,449.73	94,813.67	73,348.19	90,619.63		
JULY	73,096.59	42,197.49	76,691.07	63,309.11	93,190.15		
AUGUST	54,048.00	53,911.53	82,028.64	89,259.01	211,885.73		
SEPTEMBER	57,105.98	62,998.22	79,946.63	109,517.43	121,402.30		
TOTAL	\$ 630,152.51	\$ 664,542.96	\$ 832,447.39	\$ 989,207.80	\$ 1,319,843.84	\$ 473,762.09	

COLLECTIONS 1998 TO PRESENT: **\$ 11,598,373.68**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **44.40%**





City of Washington, MO

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 12/31/2022

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	15,593,840.00	15,603,015.00	797,916.18	6,364,849.78	-9,238,165.22	59.21%
Expense	16,293,840.00	16,308,415.00	772,996.99	4,450,219.12	11,858,195.88	72.71%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-700,000.00	-705,400.00	24,919.19	1,914,630.66	2,620,030.66	371.42%
Fund: 003 - LIBRARY FUND						
Revenue	1,813,740.00	1,813,740.00	11,021.78	549,824.46	-1,263,915.54	69.69%
Expense	1,810,640.00	1,854,860.00	68,688.73	348,718.96	1,506,141.04	81.20%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	3,100.00	-41,120.00	-57,666.95	201,105.50	242,225.50	589.07%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	908,110.00	908,110.00	12,787.17	24,663.65	-883,446.35	97.28%
Expense	1,150,770.00	1,285,770.00	44,310.92	263,388.06	1,022,381.94	79.52%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-242,660.00	-377,660.00	-31,523.75	-238,724.41	138,935.59	36.79%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	295,000.00	295,000.00	0.00	277,369.48	-17,630.52	5.98%
Expense	1,049,970.00	1,166,970.00	26,123.00	27,492.78	1,139,477.22	97.64%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-754,970.00	-871,970.00	-26,123.00	249,876.70	1,121,846.70	128.66%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,646,000.00	1,646,000.00	150,460.10	371,577.77	-1,274,422.23	77.43%
Expense	3,365,430.00	3,815,430.00	18,642.32	59,132.05	3,756,297.95	98.45%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-1,719,430.00	-2,169,430.00	131,817.78	312,445.72	2,481,875.72	114.40%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	4,252,320.00	4,252,320.00	215,913.12	613,016.22	-3,639,303.78	85.58%
Expense	4,930,000.00	5,108,700.00	131,649.52	260,385.82	4,848,314.18	94.90%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-677,680.00	-856,380.00	84,263.60	352,630.40	1,209,010.40	141.18%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	5,082,590.00	5,082,590.00	316,642.11	857,781.98	-4,224,808.02	83.12%
Expense	8,016,140.00	8,158,230.00	428,532.03	3,014,722.75	5,143,507.25	63.05%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-2,933,550.00	-3,075,640.00	-111,889.92	-2,156,940.77	918,699.23	29.87%
Fund: 265 - COP FUND						
Revenue	1,905,400.00	1,905,400.00	0.00	1,901,176.09	-4,223.91	0.22%
Expense	2,105,000.00	2,105,000.00	0.00	0.00	2,105,000.00	100.00%
Fund: 265 - COP FUND Surplus (Deficit):	-199,600.00	-199,600.00	0.00	1,901,176.09	2,100,776.09	1,052.49%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	330,800.00	330,800.00	27,618.85	31,810.91	-298,989.09	90.38%
Expense	412,750.00	412,750.00	5,863.60	5,863.60	406,886.40	98.58%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-81,950.00	-81,950.00	21,755.25	25,947.31	107,897.31	131.66%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	148,500.00	148,500.00	21,760.35	21,762.39	-126,737.61	85.35%
Expense	148,500.00	148,500.00	0.00	0.00	148,500.00	100.00%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	0.00	0.00	21,760.35	21,762.39	21,762.39	0.00%
Fund: 400 - WATER FUND						
Revenue	2,065,910.00	2,065,910.00	156,939.61	531,080.07	-1,534,829.93	74.29%
Expense	3,482,520.00	3,515,420.00	130,301.26	368,425.55	3,146,994.45	89.52%
Fund: 400 - WATER FUND Surplus (Deficit):	-1,416,610.00	-1,449,510.00	26,638.35	162,654.52	1,612,164.52	111.22%
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	2,898,000.00	2,898,000.00	227,913.95	683,309.14	-2,214,690.86	76.42%
Expense	5,356,710.00	5,360,150.00	102,384.36	335,522.95	5,024,627.05	93.74%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,458,710.00	-2,462,150.00	125,529.59	347,786.19	2,809,936.19	114.13%

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Budget Report

For Fiscal: 2022-2023 Period Ending: 12/31/2022

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 420 - SOLID WASTE FUND						
Revenue	2,493,900.00	2,493,900.00	198,773.65	632,360.52	-1,861,539.48	74.64%
Expense	3,293,650.00	3,350,650.00	211,059.69	734,453.44	2,616,196.56	78.08%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	-799,750.00	-856,750.00	-12,286.04	-102,092.92	754,657.08	88.08%
Report Surplus (Deficit):	-11,981,810.00	-13,147,560.00	197,194.45	2,992,257.38	16,139,817.38	122.76%

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Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-700,000.00	-705,400.00	24,919.19	1,914,630.66	2,620,030.66
003 - LIBRARY FUND	3,100.00	-41,120.00	-57,666.95	201,105.50	242,225.50
004 - VOLUNTEER FIRE FUND	-242,660.00	-377,660.00	-31,523.75	-238,724.41	138,935.59
010 - VEHICLE & EQUIPMENT REPLA	-754,970.00	-871,970.00	-26,123.00	249,876.70	1,121,846.70
250 - STORMWATER IMPROVEMEN	-1,719,430.00	-2,169,430.00	131,817.78	312,445.72	2,481,875.72
260 - CAPITAL IMPROVEMENT SALE	-677,680.00	-856,380.00	84,263.60	352,630.40	1,209,010.40
261 - TRANSPORTATION SALES TAX	-2,933,550.00	-3,075,640.00	-111,889.92	-2,156,940.77	918,699.23
265 - COP FUND	-199,600.00	-199,600.00	0.00	1,901,176.09	2,100,776.09
272 - DOWNTOWN TIF RPA-1	-81,950.00	-81,950.00	21,755.25	25,947.31	107,897.31
274 - RHINE RIVER TIF RPA-2	0.00	0.00	21,760.35	21,762.39	21,762.39
400 - WATER FUND	-1,416,610.00	-1,449,510.00	26,638.35	162,654.52	1,612,164.52
410 - SEWAGE TREATMENT FUND	-2,458,710.00	-2,462,150.00	125,529.59	347,786.19	2,809,936.19
420 - SOLID WASTE FUND	-799,750.00	-856,750.00	-12,286.04	-102,092.92	754,657.08
Report Surplus (Deficit):	-11,981,810.00	-13,147,560.00	197,194.45	2,992,257.38	16,139,817.38