

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

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance	Need Motion/Mayor	Memo
Approval of the Minutes from the February 21, 2023, Council Meetings		
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Fire Department Record Destruction Request		
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor's Presentations, Appointments & Reappointments</u>		
a. Police Department Reappointment	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance accepting the Proposal from Cochran for Professional Design Services for Highway 100 Turn Lanes for Oldenburg Industrial Park.	Read & Int/Read/Vote/Mayor	Memo
b. An ordinance accepting the Proposal from Cochran for Professional Design Services for On-Site Infrastructure Improvements for Oldenburg Industrial Park.	Read & Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the execution of a Contract Agreement by and between the City of Washington, Missouri and Insituform Technologies USA, LLC for the 2023 I&I Reduction Project.	Read & Int/Read/Vote/Mayor	Memo
d. An ordinance authorizing and directing the City of Washington, Missouri to accept the Contractor Agreement from Curb Appeal Landscapes for installation of a concrete pad at the Fairgrounds and amend the 2023 Budget.	Read & Int/Read/Vote/Mayor	Memo
e. An ordinance authorizing and directing the City of Washington, Missouri to accept the Service Agreement from Go Green Lawn and Landscapes for Highway 100 Median Maintenance Services and amend the 2023 Budget.	Read & Int/Read/Vote/Mayor	Memo

- f. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract between Chris Auffenberg Ford Lincoln, Washington, Missouri for the purchase of one (1) 2015 Ford Flex AWD Sport Utility Vehicle. Read & Int/Read/Vote/Mayor Memo
- g. An ordinance approving a boundary adjustment for Dawn Valley Subdivision Plat 8 in the City of Washington, Franklin County, Missouri. Read & Int/Read/Vote/Mayor
- h. An ordinance approving a boundary adjustment for Hanover Place Plat 3 in the City of Washington, Franklin County, Missouri. Read & Int/Read/Vote/Mayor

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. E-Cycle Collection Event – April 8, 2023

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, MARCH 2, 2023

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

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
TUESDAY, FEBRUARY 21, 2023**

INTRODUCTORY ITEMS:

The Special Meeting of the City of Washington, Missouri, City Council was held on Tuesday, February, 2023, at 6:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members:		
Ward I	Al Behr	Present
	Duane Reed	Present
Ward II	Mark Hidritch	Present
	Mark Wessels	Present
Ward III	Chad Briggs	Absent
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present
Also Present:		
City Attorney		Mark Piontek
City Administrator		Darren Lamb
City Clerk		Sherri Klekamp
Economic Development Director		Sal Maniaci

Approval and Adjustment of Agenda:

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

CITY ATTORNEY'S REPORT

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 6:00 p.m. on the following roll call vote; Behr-aye, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-aye, Reed-aye, Wessels-aye, Briggs-absent.

The regular session reconvened at 6:56 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 6:56 p.m. by Councilmember Behr, seconded by Councilmember Coulter passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
TUESDAY, FEBRUARY 21, 2023**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, February 21, 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
		Duane Reed
	Ward II	Mark Hidritch
		Mark Wessels
	Ward III	Chad Briggs
		Jeff Patke
	Ward IV	Mike Coulter
		Joe Holtmeier

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	Fire Chief	Tim Frankenber
	Emergency Management Director	Mark Skornia
	Economic Development Director	Sal Maniaci
	Public Works Director	John Nilges

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 February 6, 2023, Council Meeting

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

* Approval and Adjustment of Agenda

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

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PRIORITY ITEMS:

Mayor's Presentations, Appointments & Re-Appointments:

* Proclamation – Recognizing Lieutenant Joe Bolte

Recognizing

Lieutenant Joe Bolte

First WFD Firefighter boxer at Guns 'N Hoses

Whereas, Joe Bolte joined the Washington Volunteer Fire Department on February 27, 2019, is a Member of Section 1 at Fire Department Headquarters, and became Second Lieutenant for Section 1 on August 25, 2021; and

Whereas, each year, first responders from the St. Louis area compete in the Guns 'N Hoses Charity Boxing and MMA Tournament all to raise money for BackStoppers. This dedicated group trains and works diligently to prepare for the now St. Louis infamous Wednesday before Thanksgiving tradition, under strict supervision for the safety of the participants. Since 1987, there have been approximately 700 bouts and 1,400 first responders compete in the event to help raise money for the families of St. Louis area first responders killed in the line of duty; and

Whereas, Lieutenant Joe Bolte competed in the Guns 'N Hoses event on November 23, 2022, as the first Firefighter to represent the Washington Volunteer Fire Department; and

Whereas, Lieutenant Job Bolte traded jabs and uppercuts with Kirkwood Police Officer David Muehl for three one-minute rounds of boxing and won his fight by judges' decision.

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 extend Lieutenant Joe Bolte our congratulations and extend this token of affection and admiration with which you are regarded in this City.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 21st day of February 2023.

James D. Hagedorn

Mayor

PUBLIC HEARINGS

* Short-Term Lodging Moratorium

February 21, 2023

Mayor & City Council

City of Washington

Washington, MO 63090

Re: Short Term Lodging Moratorium

Mayor & City Council,

At their February 13th meeting the Planning and Zoning Commission voted unanimously to recommend a 6-month moratorium on all new Short Term Lodging Establishments in residential districts. They will review revised codes at their next two meetings and have agreed to send new recommendations to Council by May 2023. The moratorium on your agenda tonight would give Council an additional 3 months to finalize new laws by August 2023.

Short Term lodging establishments can still be approved by City Staff in C-2 and C-3 zoning districts during this period.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci

Community and Economic Development Director

Hagedorn: Folks, before we start, I'd like to ask everyone who does speak about anything in the public hearing section to please state your name and speak into the microphone and your address. And I'd also like to add state your point passionately, but respectfully, please. Thank you. Sal, take it away.

Maniaci: All right, thank you. So, I'm going to give a quick presentation just on what led up to the proposal of the moratorium, some quick facts of our existing situation and then what P and Z voted to do last week. I'm not going to make any recommendations on changes to the code. That's obviously what we're creating the moratorium for so that the staff can go back to P and Z and have some changes to the code.

So just an overview. Here are a list are a map, a kind of a heat map of dots of all of our existing short-term lodging establishments. We have 35 that are active. We have approved over 40. But that doesn't mean, you know, someone can get one approved and then after a year decide I want to switch it to long-term lodging and so it becomes inactive.

But you can see here they are congregated around the downtown area, but that does not disclude some areas. Keep in mind, hotels are considered short-term lodging. So that's why you see a dot over the Best Western over the Super 8. But you can see there are some outliers here for some short-term lodging that are outside of the downtown district but wanted to show that for where they congregate naturally or for applications over time.

And then you can see here, I zoomed in a little bit how that overlays with our zoning map. The light blue is our C-3 Downtown District. The dark blues are C-2 Overlay, which is kind of our 5th Street corridor in the downtown district. And then you can see there's a majority of that do kind of go right outside of that district and then some of the ones you see here are actually in commercial districts. They are permitted in commercial. It obviously doesn't show the ones outside that are in R-1A, but in the most popular area, you can kind of see where the most popular zoning is for them.

So just some existing conditions on short-term lodging. So, per the last census, we have 6,048 residential units in the City limits, and that's based on the 2020 Census, and according to that census, we are 72% owner occupied, which is actually just other standards. That's pretty good number. You know, you want to try and keep you want to have rental options with try and keep a high percentage of owner occupied. And so, we've been able to maintain that over a long period of time. And then per that percentage, that means you can assume we have 1,693 rental units in the City limits and of that 35 currently are active short-term lodging establishments. So, it is a pretty small percentage currently of our rental units that are active short-term lodging. And that 35 again is based on the most recent quarter where we had a bed tax remittance come in.

So, I want to mention that because we understand that there are most certainly and until we really find a way to get them working on a contract with this Granicus company, there are most certainly some property owners are some short-term lodging establishments that are operating

illegally in the City limits. As you remember, about four months ago we entered into a contract with this Granicus company. They are short-term lodging monitoring software firm that basically identifies anyone who is advertising a short-term lodging across eight plus different websites and determines cross-reference it with our data and determines if they are one. Certified it with a special use permit, with a business license and then third, and most importantly, if they're paying the bed tax.

The goal of that originally was just to level the playing field. First and foremost, even if you're downtown and it's legal, but you're not paying the bed tax, it's not fair to your neighbor across the street who's running a B&B and is doing it legally. And they thought we had possibly upwards of 17 that were operating throughout a given year that we're not paying the bed tax. Now, that seems like a high number given we only have 35. The reason it possibly could be up towards a 17 because of fair week, one person decides to turn their house on Airbnb for that one week but not do it the rest of the year that's still technically triggers that and they should be following the rules just like anyone else, even if you're doing it for one week or weekend. And so, we are still waiting on that. There's a lot of software that has to there's a lot of information they have to go through to get that.

Emily Underdown our Tourism Director and I have been working with Granicus. We have sent them the properties we believe to be exempt, meaning they have already gone through it legally or they are a hotel or, you know, an existing operation. And so, by our March 5, 14 P and Z Meeting, we fully intend to have the list from them of all of our active and the ones that they are thinking are either legal or illegal.

We knew when we signed that contract with them, they told us by Q2 of 2023, that's when everybody they thought would be able to come online. So that would be in March. So, I just want to point that out. It's not the worst timing for this. We don't want to have a moratorium go too long because the whole point of finding these ones that have been operating illegally is to get them into compliance. If there is one that's been operating illegally for two years and the neighbors have never known, and we try to get them into conformance, but there's a long moratorium or they can no longer do it, I could see a concern. It's like they've never raised any concerns with the neighbors. No one's even knew it was here. But now you're telling me I can't do it. I want to do it legally. So, I think this is good timing. I don't want the moratorium to go on too long, but this could be good timing. In the meantime, to find more information next month, the next two months at P and Z that we can see from an out from a third party what our actual short-term lodging economy looks like.

Some concerns that have come up most recently. You know, we've got we've over the past five years or so have these become more popular heard some concerns from neighbors every once in a while. But obviously that's increasingly become more of an issue with these requests that we've been hearing from the people we notice, is really something that I think we can in the future regulate is going to be the distance from one another. If there's a reason they should be so far apart, there's obviously an affordable home inventory. You know, I think that is a concern that is feasible or relevant that, you know, we are trying to encourage young professionals, first time homebuyers, to start and build their careers in Washington, you know, start their families here. But we hear all the time anecdotally that there is not a housing stock, that people can't find affordable homes and then we see it actually on paper, when you see properties go for sale and

not so much in the past few months, but some of them going 30, 40 over asking price, you know, before they really even hit the market.

Distance from downtown is something we're going to look at just if it needs to be. Is there a reason why it should or shouldn't be on the south side of 100 where it's really not feasible for someone to walk downtown and then traditional neighborhood versus historic neighborhood. That can be subjective, but we do have historic districts. And so that is a point that gets brought up often that this isn't considered part of downtown or a historic neighborhood or it is a historic long-term residential neighborhood. Maybe there's reason not to put it there. And then lastly, the current criteria for short-term lodging is really able to be met essentially in every case. And that was kind of a sticking point that I made at P and Z last month, is that currently we have these ten criteria for special use permits, whether it's a special use permit for a car lot or a special use permit for short-term lodging, there are ten criteria that any of those applications have to meet. And right now, from City staff or my point of view is that it's difficult to see how any of those applications could not meet those ten criteria.

And so what we would rather see is City staff is to be able to make a more informed recommendation on if something is appropriate for an area based on a more non subjective or objective code that we could actually say no according to what we saw over the last few months, now the code says this is inappropriate on this lot because of this reason and I can make a recommendation before hearing from the neighborhood. You know, we don't talk to the neighbors before we write a staff report. We do it strictly based on the existing conditions, proposed conditions and how the code is written.

So last week, P and Z voted unanimously to recommend a six month moratorium. This does a couple of things that it's on your agenda tonight. It allows recommendations from it actually requires recommendations from P and Z to be sent to Council within three months. So that means they have, at a minimum, their next two meetings to have public hearings where they can get input from the public, input from staff, input from one another and draft up City codes. I think two months is more than enough. They can hear public input and then give staff direction and then the next meeting we can bring back a draft and they can again tweak it. But even within that three months, that gives them room to have a special meeting if they need to tweak it a third time before being sent to Council. And then public hearings to review proposals again will be held in March or April. That gives you all the ability to either adopt new codes come May and end the moratorium, or wait until the six months is up and adopt codes then. But I think it gives us a lot of wiggle room to really it gives us a lot of time to sit down and really figure out what needs to be done.

One thing I do want to point out is this moratorium is only for special use permits for short-term lodging in residential areas. So currently, if someone buys a property in the C-3 Downtown District and they want to turn it into an Airbnb, short-term lodging, they can still do so under this moratorium. It's only if you are in a residentially zoned district that requires a special use permit.

So, I just wanted to clear up any confusion there. So, with that being said, I think staff and P and Z recommend approval of the moratorium tonight. I'd be happy to answer any questions.

Hagedorn: Questions? No? Thank you, Sal. Folks, I'm going to open it up to public comments. Before we do, we're here to address the moratorium tonight. Not any specific Airbnb or VRBO. Okay? Okay. Would anyone like to talk about the moratorium?

Mike McFatrigh: My name is Mike McFatrigh. I live at 1514 first Parkway here in Washington, Missouri. I would like to speak in favor of the moratorium. I believe a moratorium would be beneficial in allowing as Mr. Maniaci is indicated, an assessment of the situation with regard to whether there is a concentration to address the potential for concentration of Airbnb's or, excuse me, short-term rentals in the neighborhood, as well as to get an existing understanding of the existing inventory so that it can be assessed whether we indeed are at a tipping point with regard to over permitting of any of these accommodations.

I think the Economic Policy Institute, which is a research policy organization that focuses on economics, has indicated that short-term rentals, their costs outweigh their benefits. I think we've already spoken to the issue with regarding regarding housing inventory and the impact on property values. Yes, they do increase value, but that can be a false flag with regard to the actual value of the property.

I think it's also been indicated that in terms of making tourist trips to a specific location, the addition of more short-term rentals does not necessarily increase the opportunity for tourism. In fact, in a survey done there's only two to four percent of those people surveyed by the Economic Policy Institute indicated that they would that a short-term rental and the availability, influences their decision to visit an area.

I think that the other aspect with regard to short-term rentals is a tax as a shift in tax payments from reliable sources like hotels and motels to unreliable sources such as these STR's.

You know, it was mentioned that the current ten point elements of the ordinance, it's pretty cut and dried and it has and it has been presented before Council that the opportunity to deny a permit with regard to those ten points really is limited. But I believe that if you look at the preamble to those ten points as well as point one, they are open for interpretation with regard to quality of the neighborhood and neighborhood welfare. In other words, how neighbors perceive their neighborhood, how neighbors perceive the area in which they live, and their perception of their safety and welfare, although qualitative is can impact and should impact a decision because that's why you're here to make that decision.

So, I'm you know, again, I think the moratorium would allow us the opportunity to assess the situation. I'm not opposed to short-term rentals. I think it's a great opportunity for Washington, but I do think it needs there is a we are at a point where an assessment must should be made so that a better understanding of what the ordinance can and cannot do, particularly with regard to concentration of these rentals as well as the overall number. Thank you.

Hagedorn: Thank you, Mike. Anyone else? All right, Bonnie.

Bonnie Martin: Hi, I'm Bonnie Martin. I live at #4 Riverview Court. And I just want to add to what Mike McFatrigh just said about the preamble to the existing ordinance and the general welfare for the residents.

The number one item in the existing ordinance. It says the compatibility of the proposal in the terms of both use and appearance with the surrounding neighborhood. So there is something in the existing ordinance because it says of both use and appearance. So, while it is subjective that language right there indicates that the surrounding neighbors neighborhood in what we have today should be considered. But I also am in favor of a moratorium so we could enact some better rules, some more concrete rules about where these things should be about in what distance

from one another, so we can make sure that there are homes available to people who want to live here.

All of the things that Mike said, all of the things that Mr. Maniaci said. So, I just want to go on record and say I'm in favor of a moratorium and that we should not ignore the first rule in that list of ten things. Thank you.

Hagedorn: Thank you.

Greg Curran: My name is Greg Curran, and I live at 2 Riverview Court. And I think another factor that might be helpful as far as clearing the clearing the whole thing, is there's a big difference between an owner-occupied short-term rental and a non owner unoccupied short-term rental. And I think that's gotten at the heart of some of what are some of our personal issues have been. I think maybe a little clarification on those on that point would be a little helpful too, in the coming moratorium.

Hagedorn: Okay. Thanks, Greg. Anyone else?

Tyann Marcink: Tyann Marcink 680 Scenic View Drive, Union, so I'm just outside Washington. Owner/Operator of Missouri House Vacation Rentals Property Management Company. We manage two properties here in town or three properties actually and others in the area as well. So earlier today I emailed you all a few court cases stating residential versus commercial activity. I know that's one of the things that people debate to is short-term rental lodging, residential or commercial activity. And so that list of court cases does set a precedence in Missouri as well as other states that it is residential activity.

There's nothing magic that happens between night 29 and night 30. There's also many folks, many comments. I know there's lots of feelings. And we also have the responsibility to look at the data as well. And Mr. Maniaci put a lot of data up there on the board about the town, and it very much follows the county data that I had sent to you last week as well.

Long term rentals taking up over 20% of housing. One interesting fact on the data I had sent you was that the vacant housing was eight percent in the county. And when you also look at that, a lot of the short-term rentals here in the City of Washington were not affordable housing. They were vacant homes or historical homes that took a lot of money to bring up to the point where they could be lived in, whether it's a couple of nights or a couple of years. So thank you.

Hagedorn: Thank you, Tyann.

Tyann Marcink: Yep.

Hagedorn: Anyone else?

Delisa Curran: Delisa Curran 2 Riverview Court. Hadn't planned to speak, but I had a question about the these are the short-term rentals are, I would argue not residents. They are customers. Does it make want a resident to sleep in a place that's just it's just not the same thing. Vacant housing eight percent, I'd like to know what the price range is on those houses because I know people looking for houses in the 100 to 200,000 price range can't find one. The upper scale because I have looked frequently myself. There are houses that sit vacant because they're not affordable for most people. So, to spend a lot of money to update an Airbnb is great and I understand the investment. But anyway, I just would like to consider that as well.

Hagedorn: Thank you. Anyone else? Council, anything?

Matt Hammond: I'll say something.

Hagedorn: Go ahead.

Matt Hammond: Just something to consider.

Hagedorn: *Inaudible*

Klekamp: *Inaudible*

Matt Hammond: My name is Matt Hammond, I live at 680 Scenic View Drive in Union, Missouri. And one thing to consider is these short-term rentals actually do provide lodging that's unique and not like the same things like hotels and motels. Some people want that family experience like they're at home, but in a neighborhood with people that they that they feel safe around and they can enjoy things like family dinners and game night with their with their kids, especially if they're, you know, people that are also related to others in the area, like, you know, people's aunts and uncles, grandfathers, sisters, brothers that visit the area.

They need a place to stay, and it might be easier, and probably even there's also health benefits to it because they're not involved with some of the germs that pass between people at larger facilities. But they had that that quiet, safe space where they can enjoy and build bonds.

And the other thing is that short-term rentals also provide, you know, employment for a lot of the people in the area and people that earn a living like myself.

And despite what the previous lady just said, there is no difference between what those people do in those houses on three nights versus three years. So, I have to emphasize that. But thank you.

Hagedorn: Thank you. If that's it, let's move on. Go ahead, Sherri.

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

Bill No. 23-12744, Ordinance No. 23-13709, an ordinance enacting a Moratorium on development and issuance of Special Use Permits for Short-Term Rentals.

The ordinance was introduced by Councilmember Patke.

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

* Special Use Permit – RV Park – 1399 West Main Street

February 13, 2023

Honorable Mayor & City Council

405 Jefferson Street

Washington, MO 63090

RE: File No. 23-0202-1399 W. Main Street-Special Use Permit-RV Park

Dear Mayor and City Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, February 13, 2023, the Commission reviewed and recommends approval of the above mentioned Special Use Permit.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Maniaci: All right. Before I begin, I do want to point out we'll have to make an amendment to the ordinance. If approved, the address, 1399 West Main is in the wrong location. That's what we had on our county records but in reality, we have fixed it. It's between the 1500 and 1600 hundred block. So going forward, this lot will be 1550 West Main Street. So, I just wanted to clarify that.

All right. So, before you tonight is a request for a special use permit for an RV park. This is actually a use that we added to our code back in 2019, I believe, was not specified before. And when we amended the code at that time, we added it as a special use permit in every zoning district just because it is such a unique use that it's going to have to be looked at on a case by case no matter where it's at. And I think this is a pretty good indication of why it's that we don't have very many agricultural zone properties. And so, the fact that it just didn't go an AG or industrial we'll have to look at it on a case-by-case basis.

But this property is located on the corner of Westlink and West Main, you can see here, and it's currently an undeveloped piece of property. The main portion of it is actually open field, but it does have some vegetation. It has access to the creek here on the west side and it is also buffered on the east side by our Miller Post Nature Reserve. Actually, our hiking trail has an access point to West Main Street and there was a 30-foot piece of property that separates the properties to the east and the subject property, which you'll see on the site plan they are proposing to utilize as well.

You can see here, as for the proposed zoning, it is zoned agricultural. It is actually this property was subdivided off whenever the Miller Post property was donated to the City for a nature reserve. They broke this off for this exact reason, I guess for the potential for additional development, possibly for industrial development, given its junction to Westlink Drive and the industrial zoning.

So, you can see here to the north, there is industrial zoning northwest and then, you know, as you get to the south, this is AG still, which is our nature reserve which is deed restricted to not be developed and will remain so. And then to the east you can see there is R-1A Single-Family Residential on Carmel Lane.

These gold here still it's single-family attached that those three could be built as duplexes if proposed. But that's the only reason you see that difference in zoning there.

As for the site plan, you can see here they have 35. I'm sorry, 38 units here with a one way in are these are full access points on Westlink and West Main, but you can see here it narrows down to 20 feet here as it wraps around. This did get brought to our site plan to review with our fire department present. And they did review and approve this plan given that there is no parking on this section of this. And I'll show you in a second that the turn radius's are met by our fire truck, that this meets the fire code as well.

You can see they do have some parking stalls here for that. They have the bathhouse, dog park and then there's a shed maintenance shed here, as well.

As the typical lot layout, you can see here, this is the typical lot of each one of the pads. They have the access point for the RV, a concrete pad or hard surface pad. I believe they're planning concrete, but they have the ability to concrete or pavement as long as it meets the specs. We just require it be hard surface and not gravel. And then they also have a parking area here for two cars and then some recreational area here and a firepit on each pad.

This is there's a lot going on in here. This slide here, it does show the proposed topo for the grading plan. You can see they do plan to utilize the area that is current cleared as much as possible. And so, you can see where it gets a little bit dense with those lines. That's the proposed grading to get this area as flat as possible for that. They're obviously still will be a little slope but you can see the grading here and here specifically is what's proposed.

And then here is the utility plan, which we require to be reviewed at site plan as well with water and sewer present. Given that each pad is proposed to have connections for water, sewer and electricity, you can see they have two access points with existing lines on West Main as well as Westlink Drive. These will essentially serve as private sewer laterals. So just like when we have a line come off of the house and connect to a house, that's their responsibility. This will not be a public water sewer line. It's just an internal lateral that runs through the length of the property. And there's no there was no concern that it couldn't be handled with the existing water and sewer there. Those are pretty large sized pipes given that runs to our industrial park.

Here is one of the turning radius plans that they propose, as well as fire hydrant map to show that they have adequate fire access. That was one thing that got brought up at site plan and at P and Z, but you could see here, this one here they have a fire truck. This is actually, BFA did this with them and used the AutoCAD of the Washington Fire Truck to show that it actually does, our current truck that we have does meet these ready turning radii and then these red boxes here are possible locations for a dumpster. That was not shown on here, but they just wanted to we asked them at P and Z last week to show that they'd be able to place that and still meet the fire lane, which they can clearly do here in either location. That doesn't necessarily mean they're going to opposed to, but they just were demonstrating that when they get to the point, they'll have adequate space for a dumpster outside of the fire lane.

And then this is just a second turning radii that we got this week as well that shows that the full access on West Main is also available through here.

They submitted some structure examples that was asked what type of building material they'd be using. We don't have architectural guidelines, but in a special use permit you can require them to submit examples or actually get as specific as you want. They explained verbally at the meeting what they were, what they were proposing and then submitted this after P & Z.

So, you can see here what two different types for a maintenance shed and a bathhouse shower. You can see here, you know, block with the metal roof and then same here, metal siding with some block foundation.

So, one thing I want to bring up and we've been talking about this a lot lately, is when you get to a special use permit, there's obviously these ten factors of consideration that have to be met and so staff reviewed the application and there's a lot going on the slide here but I was trying to fit all ten, so staff reviews the applications and reviewing meeting these needs, these factors of consideration.

So, the first one, obviously the compatibility of the proposal in terms of both use and appearance with the surrounding neighborhood. So obviously like I showed here, you have to go back to the area, and we switch in a lot here, but you have a variety of uses in this area. This is obviously Westlink Drive. It's one of our major truck routes that goes in and out of our industrial park. It connects to Bluff Road, Vossbrink all the way to the highway. And so, this is a major trucking route. We actually have in our in our City code designated industrial truck routes and

Westlink and West Main are one of them. And so you can see you have heavy industrial here in this area and then you have existing...did my thing die? I think it might have. We have existing agricultural or recreational to the south that is deed restricted, that will remain that way. And you do have residential to the east. But I think you can show that there is an adequate buffer in between there. And when you talk about compatibility of use, when you're talking about compatible with the industrial or the residential, you're going to have to pick one and I think this actually ends up being a pretty decent transition use, kind of being a lodging type, but does have access in and closer to the industrial uses via access. And then on the residential to the east, you do have a nice buffer of landscaping and everything in between.

All right, I won't do this every time I swear. So, the comparative size floor area and mass of the proposed structure in relationship to the adjacent structures and buildings and the surrounding properties, the neighborhood. So, what they're proposing with the floor and massive infrastructure is actually quite small. Most of it is asphalt or concrete space. And when you look at the proposed structure, or the structures in the area with them being heavy industrial that are most visible, we think that this meets that that condition.

The frequency and duration of various indoor and outdoor activities and special events and the impact of these activities in the surrounding area. They have not proposed any special events specific to this. The use itself is, I guess, a special use, but there's not any different activities or events, again, with the potential of how intensive and industrial use in this area and off Westlink could be, we think this is a compatible and reasonable proposal that's not going to detriment the surrounding properties.

The capacity of adjacent streets to handle the increased traffic. Again, this is a designated industrial truck route. I don't think you can get more compatible with that, you know, with increased traffic, especially when it comes to RVs and something that has large turning radii and pull behinds. That's really best-case scenario without being on the highway is they have access to industrial truck route.

The added noise level creative by activities associated with the proposed use. Again, we have nuisance laws in place to make sure that they meet all noise levels. I don't think that the proposed RV park is going to create any possible increased level significant to the neighborhood that couldn't be done by an industrial use.

The requirements for public services where the demands of the proposed use are in excess to the individual demands of adjacent land use. So this is for police and fire protection. Is this use going to put too much demand on our police and fire? And I think that that's an easy one to meet that again with the access to the industrial park, there's no reason to believe that our police and fire is going to have a stress on demand because of this proposed use.

Whether the general appearance of the neighborhood would be adversely affected by the location of the proposed use on the parcel. Again, they're using much of the open space there. They have shown on the site plan they're trying to keep as much of the existing vegetation as possible and having it be across the street from industrial and then buffered and below significantly by topography it's below the residential. We think it meets that in the appearance as well. Again, I don't if someone was coming to you coming to staff and asking for an industrial rezoning, I think that would be a feasible rezoning given the surrounding property. And so again, this is less intrusive than industrial.

The impact of night lighting in terms of intensity and duration and frequency of use, they have not proposed any lighting on their plan at all. We only require parking a lighting a parking lot after you'll have 30 spaces. They don't have that. And so, if they do decide afterwards they want some additional lighting, we have current places in our code, sections in our code that allows us to make sure it is not a detriment to surrounding properties. There's so many foot candles and lumens that it cannot be, and it can't be directed towards the surrounding property. So, we have a way to protect the integrity of a neighborhood already without that. So, I think we work good there.

The impact of landscaping of the proposed use, again, they're trying to utilize the existing landscaping as possible and not proposing any additional landscaping that I think will have an adverse reaction to the neighborhood. And then versus the buffers and screens, we understand that they are requesting to basically use our trail access as a buffer, but we think that's an okay request given that it is deed restricted and that's how it's going to be in perpetuity. I think it's an okay request to say you have a 30-foot buffer already in place, and that's part of this case-by-case with a special use permit.

And then lastly, the impact of significant amount of hard surface areas for buildings, sidewalks, drives, parking areas, and service areas. Again, this is for mostly water, but noise transfer and all that with hard surface and heat generation. So, with noise transfer and heat generation, there's not nearly enough hard surface proposed to have an issue there that's for much larger, maybe massive parking lots retail uses. But for water runoff, obviously there is going to be an increase in water runoff. We don't allow per code to have any detriment on the surrounding properties. They have to submit some type of plan to our engineering department to verify there won't be an increase in runoff on to neighboring properties. Luckily, they're in a pretty easy position to do that with the having access to the creek and the creek being so close to the river, they do have they will have to retain some to make sure that, you know, it's done appropriately. But I think our adjoining departments are to reviewed part of it and it seems like it'll be an easy site for them to retain.

So with all that being said at P and Z with staff's recommendation, well, I guess before I get to that, I just think what part of our recommendation with this was looking at these ten categories. Yes, we think it doesn't have, there's no proof or evidence that it's going to have a negative detriment on surrounding properties that can't be conditioned above and beyond to protect the neighbors in that case. So, staff recommends and agrees to that point.

Also look at more of a 30,000-foot level. You know, there's been discussions on where to put an RV park and talk about the significant need for an RV park in the City limits for quite some time with the Chamber and the City, as you are all aware, the Chamber and the City at one point actually had discussions about doing it themselves, having it be a City operated use. And it was difficult for us to find a use that was appropriate for it, that was City owned or that was available for purchase, and that wouldn't have a detriment to the neighborhood. And when the applicant came to the City and the Chamber, I just want to throw it out there. You know, from our point of view, I think it would be hard to find another property in town that wouldn't be better suited for this proposed use given it does have walkability to downtown it is quite a walk, but it does have it. It has access to hiking trails as recreational access to the creek and through that hiking trails, access to our fairgrounds, our largest event space. And it is on an area that has

industrial truck traffic for these larger vehicles. And so I think from that point of view, I think there's a pretty good case made for why this is a good location for this use, especially when looking at comparable available properties in the City limits.

And then so last week at Planning and Zoning, there was a unanimous vote of approval to recommend the issuance of the special use permit. They did have the following conditions to be added. They requested no more than 30 days per stay, that quiet hours were from 10 p.m. to 6 a.m. Sunday through Monday, so seven days a week, and then that pavement thickness, stormwater and lighting standards must all meet City code and pass by the Building Department. I will say that one is a little redundant. We require every department to do that, every development to do that anyway. But it was brought up. There was questions about the dumpster location. If the pavement thickness was going to meet fire truck standards. We just wanted to add that condition in there so it's made clear that they will have to meet those conditions just like everybody else.

And so I'm happy to answer any questions. The one thing I will add that no more than 30 days that did come up as a discussion, it was asked what when the City and the Chamber were requesting, we're studying to do this as their own development, what the proposal was at that time and it was 15 days.

Lamb: Ten, ten.

Maniaci: Oh, I'm sorry, it was ten days with a certain days in between.

Lamb: I think the idea behind the ten days was that that would cover two weekends. If somebody was here for the fair event that could be here during the parade and all the way through the fair.

Maniaci: The concern is that you don't have it become there's a, I think, a thin line between an RV park and a mobile home park. And so, you have to, you know, once it's over a certain amount of days, at what point are they just paying rent to stay there? And so, and one thing we made clear was that and I know we talked to the applicant about this, it's not it's an RV park, not RV storage. So, it can't be someone who pays you to keep your RV there while they live here in town because they don't have a place to put it. Two different uses in our code, RV park for RV storage.

Hidritch: And if I can add one thing, Sal. There's only other mentioned that was about the amount of trees that we're going to be taking down. And that's when we addressed that situation and said if they wanted to, they could take down every single tree that they want on that lot. There's, you know, they could do whatever if they own it.

Maniaci: And it's AG so it could be logging today without, you know.

Wessels: Sal, did they figure out the other thing they were talking about was a hydrant? Did they figure out a...?

Maniaci: Yes, so we have sent them the hydrant, the engineer, our hydrant spacing requirement, and they have to meet that before they get Billing Department.

Holtmeier: Also, Sal, I would like to go by the state parks since they've been in business longer. There's is 15 days...

Maniaci: Yeah, I heard that.

Holtmeier: And, and once you leave it's got to be ten days before you return. So that'll keep people from living there basically and then different things. If we could add that to it that'd be...

Maniaci: Yeah, so the point tonight is obviously to hear from the public or the applicant first and then the public, but then these conditions are what is written currently. Obviously, you can change that on the fly, and we can type that up tomorrow.

Reed: What do they propose on the on the cuts and there fills on the landscaping there? They said they're going to go with retaining walls or big blocks or did they say what they're thinking on the cuts and the fills?

Maniaci: I will have to let the applicant and or their engineer answer that. They are both here tonight.

Holtmeier: And I guess is there somebody going to be on duty all the time or that's a question...*inaudible*

Maniaci: At P and Z, they said that they would have normal office hours or someone on duty Monday through Friday, 8 to 5. And then what they would have is, I guess, how they do it in state parks or other. I can't say state parks, other RV parks where you book online, you get a code to get access if you come in and check in after those times.

Holtmeier: So, then they would police their own self and we won't have our police out there?

Maniaci: Yeah. So, if they if that includes a gate, then they have to have a lock box for our fire code that if the fire and police can get into it if needed.

Holtmeier: Okay.

Maniaci: Knock box, lock box?

Patke: Knock.

Hidritch: Knock, knock box.

Maniaci: Knock box, thank you.

Briggs: So, they're not going to have anybody on site 24 hours?

Maniaci: No. I don't think it when the City and the Chamber were playing it, we were not proposing to have that either 24 hours. It was there's a system that they did their homework on it another RV park that had a code system that you can check into, pay online. Anything else for me? I can turn it over to the applicant.

Hagedorn: Okay. Thanks, Sal. Gregg.

Rick Rohlfig: Good Evening, Mayor. Uh, Gentlemen of the Council. My name's Rick Rohlfig. I'm an engineer with BFA here in town at 103 Elm Street. Gregg and Brittany Gross came by the office a couple three months ago. Asked us to look at this piece of property, see what a layout of an RV park could be. They had some requirements or request of varying size lots, a check in point, a maintenance shop and a bathhouse, other things on the site. So we came up with this plan with a couple back and forths. Mr. and Mrs. Gross are here tonight too if there's any questions for them.

Sal, appreciate your very thorough introduction of this proposed item. A couple of things I do want to mention. Initially, Sal said 35 lots, and then he said there's 38. I believe 35 was correct and we may lose one lot depending on our our trash dumpsters for the convenience of where that might be, it might be Lot 31 there in the corner.

A couple other things I wanted to address that were brought up maybe to answer your questions in and or spar other questions and then try to answer those. From our standpoint, the site is ideal. Sal mentioned the the heavy duty roads and the industrial park, the location, the setting, but it also has the infrastructure of water, sanitary, sewer, electric, right at the sites.

There wouldn't be any extensions for it. We do have the walking trail we were asked to tie to it. So, we are tying to it. We accommodate the fire trucks.

With regard to lighting, we have not shown any lighting. Obviously we will propose some lighting once we get further into this design. It won't be intense lighting. Obviously, it's not going to be a commercial parking lot or anything like that, but I'm envisioning some lower level or smaller light poles more for pedestrians. You know, say they're going to go to the bathhouse in the evening or if there's vending machines up there or something like that. So, we will be proposing lighting.

With the location of the lots though, with within the property, I see no way that we're going to even touch the City's foot handle thresholds for property limits or lighting. So we should be well within that. And whenever that is developed, we'll share that with staff, obviously for approval.

There was a question of retaining wall and slopes the grading. Right now, the plan is the way it's been drawn up is we do not have any retaining walls on the site. We do have some 2 to 1 slopes, so we'll have to get some reinforcement in those slopes. They're not uncommon. A 3 to 1 slope is what all the other slopes you see on the site and those are easily mowed and maintained. A 2 to 1 slope would be the slope like behind the maintenance shop. And we're thinking more like a crown vetchra, some kind of a thicker, dense vegetation there that wouldn't be mowed every single week or things like that.

As far as the conditions that were brought up at the P and Z, I believe we are we're comfortable. We're fine with those three conditions of the 30 day, the 10 to 6, and obviously were going to meet your pavement lighting and the other criteria that's required by your codes.

So those were the the few things I wanted to bring up. Answer some of the questions maybe, or if there are any other questions. And again, Gregg and Brittany are here this evening as well.

Holtmeier: Do you see any problem with the traffic at certain times of the factory letting out with coming in and out of the park? Your opinion.

Rick Rohlfig: I don't just because maybe on a fair weekend, Joe, I you know, I can see maybe people trying to get in right at that time. But it's it's not like you're going to have a rush hour into an RV park. You know, I think they're going to come in and go.

Holtmeier: Is there certain check in hours times or check out times?

Rick Rohlfig: I would say during busy, busier times like that, if people are calling ahead. And I think that, you know, you're seeing a heavier time, there would be personnel out there and maybe even you try to stagger them. I'm not sure the operations

Holtmeier: Okay.

Rick Rohlfig: I I'm not okay fluent in operating an RV park. But I would think that if we know that 20 RVs are coming in in a two hour slot, I think that we're going to want personnel out there and I think Gregg and Brittany would see to that to have people try to usher them in in an orderly fashion.

And that is that is one design element with the two access points, we also have the check in, is we do have so that we get the RVs off of the two side streets, Westlink and West Main Street. There is ample space right around the initial entrances where you can pull in, pull over too, to let

other RVs by. That was something we put in so that you're not backing up traffic. If you did have a run of four people at the same time.

Hagedorn: Other questions? Okay, thank you.

Rick Rohlfing: Thank you.

Hagedorn: Okay. Would anyone like to comment on the proposed RV? Please, hi Wally.

Wally Hellebusch: I'm Wally Hellebusch with Hellebusch Tool and Die. I also live in the Fourth Ward very close to this. Not that that has anything to do with it, but I do cross that particular intersection four to six times a day for the last 50 years. And I want to tell you that between 6 and 8:00 in the morning and from four until I mean, from 2:30 to 4 in the afternoon, the place is a zoo. It is a terrible, in fact, that whole intersection should be reconstructed because the 18 wheelers cannot get through there.

Just today, when I went down to pick up payroll, I came up in the back of an 18-wheeler going up the hill on Westlink. Okay, so there was another 18-wheeler from the Joist Company that was trying to make a right hand turn down onto Westlink. So he was waiting. There was two cars waiting on the right hand side going west on Main Street, and they waited for the first tractor trailer in front of me to get out of the way. Okay, the next one could not make the turn. He would have to go into the westbound lane on Main Street and then into the northbound lane of Westlink in order to make that turn. So, I didn't notice at first the the Joist Company truck, so I pulled up in back of the 18-wheeler when he made his turn, I tried to get out of the way and turn to the right. Well, there was two cars parked on Main Street heading west, and the third one came around and passed him and almost had a head on collision with myself. That was just today. I've been through that intersection for 50 years, and I'm telling you, it's a zoo.

My main concern about this is safety. If you've got kids around here, they're going to be in trouble. They get out on that street, the people, when they get off the work, they are not going slow. Also, if they're going to be riding bicycles, they'll probably ride bicycle down on on Westlink Drive because it's nice and flat. Well, that's a 40 mile an hour speed limit plus 18 wheelers. You're looking for trouble, when somebody gets hurt or even worse than the City will have a big problem on their hands.

I just think it's it's a bad place for it. If you want to have an RV park, why don't you go over to the airport? You got plenty of land over there. They can ride the bicycles out on the Katy Trail and the kids can run around and not be on a main highway right in the middle of the other streets of the City.

I know you guys have been trying to put an RV park in this town for years. Nobody wants it. So what do they do, they move it out to the west end of town. I know we're in Ward Four, but does that mean that we're fourth degree personnel that live up there? It's just not the right place, most of all because of safety. Thank you.

Hagedorn: Thank you, Wally. Would anyone else like to comment?

Harvey Mendez: Harvey Mendez 221 Fair Street. So my question is, is the City going to make any revenue money off of this RV park? Like are they going to put a tourism tax on there? Kind of like with the Airbnbs that we do in town already? That's my question. Or are we just going to let people stay there for free, you know and the City is not going to make any money. So, I just, you know, question I want to throw out there. If anybody has a answer for me right now or no?

Lamb: I would I've I've asked Mark this question, if they're subject to the bed tax. He's indicated that he doesn't think so.

Piontek: Not currently.

Lamb: Not currently. However, the question could be is could the City amend the code to allow that tax to be implemented on that, so.

Harvey Mendez: Yes, that's just my question, since we're doing what short-term rentals, you know, I don't know why we can do with the RV park. You know, you know, the City can revenue off of that. You know, again, that's just my concern. You know, are we just going to allow it for free or are we going to take advantage of you know using it as a revenue for the City just like the marijuana tax for trying we're trying to do, you know, in the next month. Thank you.

Hagedorn: Thanks, Harvey.

Patke: Well Darren, correct me, they're going to pay property taxes?

Hagedorn: Wait.

Lamb: Oh, yeah. We got property tax that you're going to pay if you improve it. Obviously, that rate's going to go up.

Patke: If it's a gas station, the City doesn't make any money on that either.

Lamb: Well, we do. I mean, we get the taxes, you know, real estate tax...

Patke: Oh, we're going to get tax money.

Lamb: Versus undeveloped property.

Patke: Right.

Lamb: You know that difference.

Unknown: *Inaudible*

Lamb: You have a sales tax, but you wouldn't have a sales tax on...

Unknown: Rental.

Lamb: Rental.

Hagedorn: Yes, sir.

Kevin Klein: I'm Kevin Klein. I live at 105 Carmel Lane, so back right up against it. Start off when we bought the property, I knew that was zoned agricultural. I didn't know about the special use permit rate ordinance. So that was part of our decision of buying there.

Other issue, and this was just brought up with the traffic issue driving here tonight. We pulled out of Carmel Lane, turned right on Main Street to come here. I was driving up the hill. Car comes along behind me at least 60 miles an hour, passes me going down Main Street. It was just, it was really a bad situation, let alone all the traffic at the busy times.

Other question concerning it was with the utilities. And this is based on the map that we got, the conceptual plan that we got. It shows utility poles going along the trail into the reserve. And I'm concerned that when you put utility poles in, you've got lines running and you got to cut the trees down in order to do that. The buffer that Sal talks about is that 30 feet, a lot of that is trees on the one side, which is really important for blocking out the future lights, which I'm also concerned about.

My one other concern is each one of those pads has a fire pit on it. So, there's 35 fire pits, 35 fires, wind blowing up, blowing out of the west, normally right over our house. It I like fires, but not that much. I think those are the main things.

The last one was, the concern, and I don't wish any business bad, but if this doesn't work, how does it revert back to agricultural and and make sure that it doesn't turn into a trailer park and not an RV park? If there's an answer to that. Thank you.

Hagedorn: Thank you.

Patke: Sal, could you answer that question?

Maniaci: Yeah, so as far as it reverting back, it's still remains agricultural zoning. It's just a special use is an additional use on top. And so, for some reason that the business goes under, there's still property maintenance codes. It can't become an art, it can't become a trailer park, a mobile home park. That is a different use. They'd have to get a different permit and another public hearing and everything. So, if the RV park goes away, it's still agricultural.

Patke: And where do we see the poles?

Maniaci: I believe they're all underground. I think they can answer that. But yeah, all the utilities are underground, so there won't be any utilities go, this line, it may have been this line shows proposed X says it's not, but there's a trail that connects...

Behr: There you go right there, it says UP which I think is underground power if I'm not mistaken.

Maniaci: Yes.

Kevin Klein: Misinterpret it as a utility pole.

Behr: Understood.

Maniaci: An acronym. So yeah, but yeah, it's all underground, so.

Hagedorn: Other questions for Sal while he's up their you guys? Okay.

Maniaci: All right.

Hagedorn: Thank you. Anyone else? Gregg?

Gregg Gross: How you guys doing? I'm Gregg. Just wanted to see if you guys got any questions for me while we're here.

Wessels: Gregg, if there seems to be some discussion about the number of days. I know you said at P and Z that you were thinking 30 anyway.

Gregg Gross: Yeah.

Wessels: If, if for some reason that that is asked to be lowered, would you have any issues with it going down?

Gregg Gross: Well, I mean, just like everybody else, I mean it's just like if the 30 days is, you know, if people want to come in and spend a little bit more time with somebody and their families or tourism, they want to spend a little bit more time than just two weeks. You know, if, for instance, I mean, I had a weird phone call today. I had a person call me and said I seen you in the paper and it was a lady say, hey, is it can you do 90 days? I go, no way. I go 30 days, is it and she's like, well, I do, she goes I go from hospital to hospital, she goes well mine for her job it's like three months or for 90 days. And I was like, well, we don't do that. It would only be 30 days. And she was just like, I was just seeing. I was like, well, no, it's going to be maxed 30 days.

Holtmeier: Would you have problem with 15, because that's what the state parks do?

Gregg Gross: Well, that's state park. I mean, this is we're not...

Holtmeier: It's not different.

Gregg Gross: I mean.

Holtmeier: There's no difference.

Unknown: *Inaudible*

Gregg Gross: I prefer 30 days if I can.

Briggs: So how long does somebody have to leave in order to come back?

Gregg Gross: I'd say at least 48 hours. So, you got to find somewhere for at least two days.

Briggs: So, if somebody is only going to be there from 8 to 5, who's going to take care of the park from 5 till 8 in the morning?

Gregg Gross: Well...

Briggs: What if somebody has a fire and it's out of control who are they going to call?

Gregg Gross: Well, I mean, I still haven't planned that far ahead. We're still in the planning part right now, too. I mean, there's still a few things that I got to still plan myself to do. I mean, I just don't know all the answers at the second.

Briggs: That's my biggest concern.

Gregg Gross: There will be somebody there. I mean, it's I just can't say who it's going to be. And when, you know, right at this moment and far as the fires, I mean, you guys, I mean, this ain't we ain't putting bonfire pits out there. It's going to be probably a little bitty ring enough to throw a couple of logs in. Roast a couple of marshmallows or a hot dog or something like that and ain't like what you know, it ain't going to be some bonfire. I ain't going to allow that. I mean, you know, put in little bitty rings and just enough to, you know, you go to the gas station by little logs and, you know, just stuff like that. It ain't too big and out of control, small.

Hagedorn: No more questions? Thank you, Gregg.

Gregg Gross: Thank you.

Rick Rohlfig: This is Rick again with BFA. Just one one other comment to your to your question on the fires. Each of the lots will have a a water hydrant on them too. Thank you.

Hagedorn: Other comments, yes ma'am.

Nancy Walkenhorst: Nancy Walkenhorst #2 Laura Lane. I wasn't really planning on talking, but I do want to support what Butch had to say because I've lived there for 45 years and it's there, although it's close to downtown, I don't recommend walking downtown or riding bikes downtown on West Main because in the morning, at noon and starting at 3:00, there's lots of traffic, lots and there's no sidewalks. Chad knows that he grew up there.

18 wheelers have big trucks. I mean, it's not really conducive for saying, let's walk downtown. That's really all I want to say.

Hagedorn: Okay, thank you. No one else? Okay.

Patke: Just real quickly, Chief, I guess from here, a few things. I guess maybe we need a little added patrol on West Main and Westlink. I guess you're hearing the same thing.

Armstrong: Sure.

Patke: Regardless of what happens here. If we're having people traveling, as said, 40, 60 miles an hour on Westlink then that needs to be an issue anyway. As far as the trucks coming and going, welcome to the terrible world of being a truck driver because it stinks everywhere you go. You can't turn in Bluff Road or out of, people who want to put roundabouts in to hinder that are enemies every day. But it is an issue, there's no doubt about that. Trucks coming in and out. But I guess even if it doesn't happen, added patrol if we have that many people...

Armstrong: Absolutely.

Patke: Driving fast on Westlink for sure.

Armstrong: I'll get to it.

Patke: Thanks.

Hagedorn: Okay.

Cassie Humpert: My name is Cassie Humpert and I live at 103 Carmel Lane. And I would just like to ask. Where do you live? Would you want this behind your house?

Unknown: *Inaudible*

Cassie Humpert: Would you want it behind your house? That's all I got to say.

Hagedorn: Okay, thank you. Okay, if that's all, I'll accept a motion.

Hidritch: Before we make a motion, Mayor. Now, I sit on P and Z so I voted for this. So, but a resident brought some things forward to me and some questions. And I feel like it's my due diligence to them to to bring it forward. So, I got a few questions. The resident even took some pictures of some local nearby RV parks showing some examples of how they can turn bad and I don't think Gregg, I think Gregg will police it. I know his dad and his family and they're very particular. So, I don't think we'll have this problem. But they wanted me to bring this forward. They had some questions here. Again, the 30 day, we're talking about a 30 day. How do we how do we police this? You know, how do we police the 30 day? How do we how do we know that they're there just 30 days.

Number 2. Can we make them get a 30-day sticker like the old school City stickers from City Hall or the Police Department since there's somebody there 24 hours and, you know, say the month of March is orange or what have you? So boom, they got an orange sticker on there. If the Police Department drives through there and just check things out, they know, well, March is orange. Yep. Everybody's good here with you know, that's that's one of their questions. Can we do that so it doesn't make a residence out of this, so we don't we don't have I'll show you some pictures. I can start passing these pictures around.

This first set of pictures is a local RV park by the Flea Market. Now, I believe it doesn't compare apples to apples here. I think they let people just stay there as long as they want. And then the second one is Pin Oak RV Resort, and they sent me pictures. So, if we can keep those separate. But and then here's just some information about both places as well, if anybody wants to see it. Again, I'm just bringing this forward as they wanted me to.

The reason another day, another thing about the sticker is they don't want to make residence, they don't want to make it, these people make residence of this or hook up and drive down the street and maybe go to the old Sporlan and turn around and drive right back in and go, yep, well, we're going to pay for another month here.

Those are just some things they brought up. He wanted me to he'd like to say he wanted me to to show these things and he wanted me to about trash and there's some trash and stuff in these pictures and extended stay.

Thoughts on a 30-day sticker? He was he was thinking, we brought the gentleman brought up Harvey, brought up a revenue, a 30 day sticker, a dollar a day, \$30 for a for a sticker for March or what have you.

And again, his main question, again was enforcement. How are we going to enforce that this doesn't turn into a long stay, you know?

Maniaci: So, I just stood up and I'll let the applicant...

Hidritch: Right.

Maniaci: Report that and maybe Mark can add a little bit, but we had a lot of special use permits currently that have been conditionalized, that's what we have passed under conditions, and they are enforced strictly by either complaint driven or by us realizing an issue. Not to pick on any one party, but we've had we've had special use permits that have been in violation of their special use permit conditions, and we have given them so many days to come into compliance or threaten to revoke the special use permit. And so, or I guess it was threatened to send the court. We can't revoke a special use permit, correct Mark? Yes, you can't revoke but you can ticket them \$500 a day until they go to court. So, I think that's that's how it is planned. We police on all special use permits. You know if it becomes an issue or something you can see someone is setting up a home there that's there and there's furniture that same ones around the corner every week then there is something that we would be able to enforce given whatever, given whatever timetable you put on it.

Unknown: *Inaudible*

Maniaci: Yep. But we would recommend whatever timetable you put on doing some distance in between because you talked about wanting to go to Sporlan and coming back because again, if it comes down to it, because the special use permit conditions, we would have the ability to request that information and say, okay, no this person was here on this day and then they were here the next day, you know, so.

I think it's about conditionalizing it and where you feel comfortable that they know if they break the rules, we have the ability to call them on it. You know, unfortunately, it is just complaint driven a lot of the time but...

Hidritch: In this in this other question he has on here, too, which and this would go to Gregg not so much to you Sal, but he was even asking about have you guys thought about a dollar amount for like a 30 day stay? You know...

Gregg Gross: I haven't even gotten that far.

Hidritch: I was just curious, right, again I'm Gregg, I'm just asking these questions as they asked to me.

Gregg Gross: I get it.

Hidritch: So anyway, like Pin Oak is 825 to 975 for a 30 day stay. All depends the size of the...

Gregg Gross: Yeah, I don't know. I haven't even gotten to that point yet.

Hidritch: Right, right.

Gregg Gross: I need to think about that.

Hidritch: It was just, those are questions that were brought forward. And again, I know your family and I know you guys won't as neighboring people, residents, these guys are particular people. I feel confident that they'll they'll keep it policed.

Coulter: Are there plans to extend the sidewalk down Main Street to get to this park? So, if you want to walk downtown...

Nilges: That's a great question. If you recall the retaining wall that was reconstructed in 2018, we utilized 80/20 federal money to get that retaining wall replaced. Part of that, there was incidental construction to the sidewalk that was constructed. And again, if you go back to the whole concept of connecting subdivisions to our walking facilities that connected the Catawba

Place to downtown, that then could be leveraged at a future date to get another federal grant to repave West Main and then extend the sidewalk down to the park. So that's part of the overall to answer your question. That's part of the overall strategy. There is no plan right now on what that looks like because they need to pave West Main is not quite there, but when that happens, as with any STP Federal Projects, we would look at extending the sidewalk to the Miller Post Reserve.

Lamb: And that would be that would be regardless whether or not the RV park...

Nilges: Correct.

Lamb: *Inaudible*...the Miller Post Reserve.

Nilges: That's a general ten-year strategy regardless of what their use is.

Coulter: In the meantime, if you're going to walk downtown, you've got to walk on the street?

Nilges: Correct.

Lamb: Until you get to a sidewalk.

Nilges: We very rarely ever construct new sidewalks. I know there's been a couple exceptions with some City facilities that we've improved, but that general strategy of connecting subdivisions, not necessarily building sidewalks in subdivisions, but connecting them to other facilities holds true at this location. And quite honestly, we would not probably will get federal money to pave West Main without a sidewalk component to it. When does that application happen? Four or five years out probably.

Hidritch: So back to one of the questions. So, can we recommend a sticker per say?

Lamb: I think you could you could propose a we could ask Mark to go ahead and add an additional condition in the ordinance that basically limits the amount of time that you have in between stays.

Piontek: Yes, you could do that, but you could not require them to have a sticker that they've got to pay for from the City without getting voter approval.

Hidritch: Okay.

Lamb: But I think that would address your concern about our the person that you brought it up about.

Wessels: So, Gregg, I think I think this whole thing would move along a little bit more smoothly if we came up with some days between stays more than 48 hours, I believe. So, I think if you're willing to go, I don't know, 15 days between the 30-day stays, I think this would help move things along.

Gregg Gross: Sure.

Wessels: You okay with that?

Gregg Gross: Well, yeah, that's fine with me...*inaudible*

Wessels: Then I would suggest maybe that we amend this to put that in there on the conditions, we have on the conditions already 30 days and 15 days between stays.

Hidritch: And that if I remember right and maybe it wasn't but at P and Z 61st came up.

Patke: Right.

Hidritch: 60 day and that's what I think Gregg said something about a 30 and...

Wessels: 60 day, long, yeah, yeah.

Hidritch: And also, Gregg, I think it would would help some of the residents. You said this to me that this is your retirement plan.

Gregg Gross: Yeah.

Hidritch: So, this isn't something you're just going to slam in and then walk away from?

Gregg Gross: No.

Hidritch: You're a young man yet, so...

Gregg Gross: Yeah, I still I do I mean, I work in sewers for a living. I know how hard work is and I mean, and that's I'm sticking everything I made.

Hidritch: I think if some of them know that that this is something that your long-range plan that might help.

Gregg Gross: Yeah, this ain't no sure thing I mean I'm not just buying putting it in to flip it.

Hidritch: Right.

Gregg Gross: I'm this for me to you know when I can just up doing sewers and digging ditches and go sit in a check-in office, you know, and collect, you know.

Hidritch: Right, sounds like a plan.

Holtmeier: I still think we should do the 15 days instead of 30.

Patke: 15-day total stay?

Holtmeier: 15 days total stay, 15 days to come back.

Patke: I think Wessels said 30 days stay, 15 in days in between, right?

Holtmeier: Yeah.

Patke: So, we have a just that. Okay. And Mark, I just want to say to the the pictures at Pin Oak, I know for a fact people do live there. There's some two-and three-year people there.

Lamb: Oh yeah, absolutely.

Hidritch: *Inaudible*

Patke: I'm sorry?

Hidritch: Pin Oak as well?

Patke: Pin Oak is what I'm saying, yeah, I know that for sure.

Hidritch: Because I couldn't see anything with the information he sent me. That of a time frame...

Patke: Right. I mean that's what we don't want in the 30 days.

Hidritch: Right, right, because the other one that's by the Flea Market, you can see that the people are there are definitely there to stay. They even have a little out houses, little outbuildings, outbuildings for stuff. So yeah, they're they're there for a while. And that's definitely what we don't want.

Holtmeier: Either way I think we, you know, we need an RV park and, and if we could cut down on days, I'd be happier.

Patke: Again Joe, I don't want to disagree with you. You're entitled to your opinion there. I think the days in between is just as important as those. If they have to leave town and come back in two weeks in order to stay again, that makes a big difference in where people are coming and going instead of living. That's that's important to me. No doubt.

Hidritch: And I don't want to disagree with you either, Joe. And I'm not trying to, but I know it happens a lot of times up here, but I, I myself agree we should do a 30 day and instead of 15, maybe a ten day span in between even, but whatever we come up with.

Wessels: Do we need a motion?

Lamb: We haven't even, I don't think you've accepted the the the hearing into the minutes. So...

Wessels: Okay.

Lamb: We've got to get that first and then you start dealing...

Wessels: Okay.

Lamb: With the conditions.

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

Bill No. 23-12745, Ordinance No. 23-13710, an ordinance granting a Special Use Permit for 1550 West Main Street to operate an RV Park in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

A motion to amend the ordinance under Section 1, Number 2 to read No Visitor or RV shall stay longer than 30 days with a 15-day interim between stays made by Councilmember Wessels, seconded by Holtmeier, passed on a 7 to 1 roll call vote; Briggs-aye, Behr-aye, Patke-aye, Coulter-aye, Reed-aye, Hidritch-nay, Holtmeier-aye, Wessels-aye.

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

CITIZENS COMMENTS

* Deon Johanning 134 Ladera Lane, addressed Council regarding 612 Riverview Place.

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* 2023/2024 MoDOT Traffic Safety Grants

February 13, 2023

Mayor Doug Hagedorn

Washington City Council

RE: Missouri DOT, Traffic Safety Grants for 2023/2024 Budget Year

Honorable Mayor and City Council,

Attached is a memo from Sergeant Mike Grissom. It contains the preliminary highway safety grant applications for 2023/2024 budget year. The usual Hazardous Moving, DWI Enforcement Grant and Youth Alcohol Grant applications are being applied for. All are 100% funded by highway safety funds.

In addition to the manpower grants, the Washington Police Department is requesting funding to send personnel to two different training conferences. An application is being made for funding to send all three of the Department's active Drug Recognition Experts (DRE) to the annual DWI/DRE Conference. Funding has also been applied for to send two officers to the Law Enforcement Traffic Safety/Accident Conference. (LETSAC). The cost of the conference registration and room and board is included in the application. The training is 100% funded by the grant.

Below is the breakdown of those grants:

<i>Hazardous Moving Violation Enforcement</i>	<i>\$7,000 for manpower</i>
<i>LETSAC Conference</i>	<i>\$2,000 for training</i>
<i>DWI Enforcement</i>	<i>\$2,500 for manpower</i>
<i>DWI/DRE Conference</i>	<i>\$1,800 for training</i>
<i>Youth Alcohol Enforcement</i>	<i>\$5,000 for manpower</i>
<i>Total</i>	<i>\$18,300.00</i>

Also included with Officer Grissom's paperwork is an authorization form, which must be signed by each Council member and the mayor to apply for the grants and prior to receiving any grant funding. I request approval to apply for all the safety grants listed.

Respectfully,

Jim Armstrong, Chief of Police

After a brief discussion, a motion to approve to apply for the safety grants made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

ORDINANCES/RESOLUTIONS

Bill No. 23-12746, Ordinance No. 23-13711, an ordinance authorizing and directing the execution of a Landlord Consent to Sublease by and between the City of Washington, Missouri and Missouri Meerschaum Company.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 23-12747, Ordinance No. 23-13712, an ordinance repealing Sections 210.1800 and 210.1830 of the Code of the City of Washington, Missouri relating to possession of marijuana and possession of drug paraphernalia.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12748, Ordinance No. 23-13713, an ordinance amending Section 340.110 of the Code of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Briggs.

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

(Remaining of page intentionally left blank)

Bill No. 23-12749, Ordinance No. 23-13714, an ordinance denying the issuance of a Special Use Permit for a Vacation Rental by Owner located at 612 Riverview Place in the City of Washington, Missouri.

The ordinance was introduced by Councilmember Wessels.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* Preliminary Plat Approval – 2238 English Crest Drive

February 13, 2023

Honorable Mayor & City Council

405 Jefferson Street

Washington, MO 63090

RE: File No. 23-0201-Preliminary Plat-Comely-2238 English Crest Drive

Dear Mayor and City Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, February 13, 2023, the Commission reviewed and recommends approval of the above mentioned Preliminary Plat.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

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

* Preliminary Plat Approval – Stone Crest Plat 18

February 13, 2023

Honorable Mayor & City Council

405 Jefferson Street

Washington, MO 63090

RE: File No. 23-0203-Preliminary Plat & Final Plat-Stone Crest Plat 18

Dear Mayor and City Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, February 13, 2023, the Commission reviewed and recommends approval of the above mentioned Preliminary Plat and Final Plat.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

After a brief discussion on the preliminary and final plats of Stone Crest Plat 18, a motion to accept and approve this item made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

Bill No. 23-12750, TABLED, Introduced by Councilmember Patke. An ordinance approving the final plat of Stone Crest Plat 18 in the City of Washington, Franklin County, Missouri.

After a brief discussion on getting a Performance Agreement, a motion to table the ordinance made by Councilmember Wessels, seconded by Councilmember Hidritch, passed without dissent.

* Preliminary Plat Approval – Highland Meadows Plat 8

February 13, 2023

Honorable Mayor & City Council

405 Jefferson Street

Washington, MO 63090

RE: File No. 23-0204-Preliminary Plat & Final Plat-Highland Meadows Plat 8

Dear Mayor and City Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, February 13, 2023, the Commission reviewed and recommends approval of the above mentioned Preliminary Plat and Final Plat.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

After a brief discussion on the preliminary and final plats of Highland Meadows Plat 8, a motion to accept and approve this item made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

Bill No. 23-12751, Ordinance No. 23-13715, an ordinance approving the final plat of Highland Meadows Plat 8 in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

MAYOR'S REPORT

* Thank you for coming tonight.

CITY ADMINISTRATOR'S REPORT

* 100th Year Anniversary of City Hall is this year; celebration is scheduled for May 4, 2023.

COUNCIL COMMENTS

- * Brief discussion on streetlights in town.
- * Brief discussion on street through traffic at Fifth and Cedar Street and East Fifth Street.
- * Brief discussion on possible panhandling ordinance.
- * Brief discussion on possible noise ordinance.
- * Brief discussion on jake break noise at the intersection of Highway 47 and 100.

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 8:57 p.m. on the following roll call vote; Briggs-aye, Behr-aye, Patke-nay, Coulter-aye, Reed-aye, Hidritch-aye, Holtmeier-aye, Wessels-aye.

The regular session reconvened at 9:02 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 9:02 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



City of Washington Fire Department
200 E. Fourteenth Street, Washington, MO 63090
www.washmofire.org

Phone 636-390-1020 | www.washmo.gov

Professional Volunteer Service Since 1852



17 February 2023

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

Ms. Klekamp:

Per the City of Washington's Record Retention Policy and Missouri State Statutes referenced in the policy, the Washington Fire Department has removed and will be destroying the following records as directed:

- All Workers Comp files more than 5 year's old
- All Safety Incident reports more than 5 year's old
- Personal Protective Equipment Fit Test Records which have been superseded
- Insurance policies that are more than 6 year's old
- Time and Attendance records that are more than 3 year's old
- 1099's that are more than 5 year's old
- Auto Alarm testing/maintenance reports more than 5 year's old
- Fire Inspection reports more than 5 years old

As always, if you have any questions, feel free to contact me.

Yours in service,

Tim Frankenberg, CT, CFPS
Fire Chief
TPF/lfs



February 28, 2023

City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Rebecca Chaplin Police Officer	March 18, 2023	March 18, 2024

Respectfully submitted,

James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

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

Date: February 28, 2023
To: Mayor Doug Hagedorn
Subject: Reappointment of Police Officer

Honorable Mayor,

I respectfully request the following officer be presented to the City Council for reappointment with the Washington Police Department for a one-year term. The following officer continues to provide excellent service to the citizens, City, and police department.

NAME	DATE EFFECTIVE	DATE EXPIRES
Officer Rebecca Chaplin	March 18, 2023	March 18, 2024

Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM COCHRAN FOR PROFESSIONAL DESIGN SERVICES FOR HIGHWAY 100 TURN LANES FOR OLDENBURG INDUSTRIAL PARK

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal from Cochran for Professional Design Services for Highway 100 Turn Lanes for Oldenburg Industrial Park. A copy 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 proposal, 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



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

January 26, 2023
REVISED February 15, 2023

Mr. Sal Maniaci
City of Washington
405 Jefferson Street
Washington, MO 63090

SENT VIA: EMAIL
(smaniaci@washmo.gov)

RE: Proposal – Professional Design Services for the Highway 100 Turn Lanes for the Oldenburg Industrial Subdivision in Washington, MO

Dear Mr. Maniaci:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with our discussions, we offer the following professional services:

ITEM 1: CIVIL CONSTRUCTION DOCUMENTS

SCOPE OF WORK:

The Oldenburg Industrial Subdivision is a 110-acre industrial subdivision on the south side of Highway 100 in Washington, MO. The traffic study completed by Lochmueller Group identified the need for left turn lane and right turn lane improvements on Highway 100 for the project as shown on the attached Exhibit "A".

1. Topographic Survey – perform a topographic survey of project site.
2. Roadway Cores – provide 4 cores of the pavement to confirm the existing pavement and baserock thicknesses.
3. Typical Roadway Sections – design typical roadway sections for the pavement widening.
4. Roadway Cross Sections – provide roadway cross sections at 50' intervals per MoDOT requirements.
5. Storm Sewers – design storm water culvert extensions as required for the pavement widening.
6. Traffic Control – provide traffic control plans in conformance with MoDOT requirements.
7. Construction Details – provide the necessary construction details for grading, roadway widening, culverts, etc.
8. Coordination with electric, telephone, and gas companies as required.
9. Scope of Work to include permitting and approval process with applicable governing authorities.
10. Review civil related shop drawings in a timely manner.
11. Prepare Project Manual for use in bidding and construction. The project manual will contain contract documents (front end documents) and technical specifications.
12. Prepare final engineer's cost estimate. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation.

FEE:

The total amount of fee to be paid for the professional services outlined **Item No. 1** of this proposal shall be a lump sum fee of **\$151,500.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM 2: CONSTRUCTION ADMINISTRATION/TESTING/INSPECTION

SCOPE OF WORK:

The Engineer will serve as the City's representative for administering the terms of the construction contract between the City and their contractor. Engineer will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512	1163 Maple Street Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	2804 N. Biagio Street Ozark, MO 65721 Phone: 417-595-4180 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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7a

REVISED February 15, 2023

make Engineer responsible for the construction methods and procedures used by Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. Cochran will provide site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. The Engineer will accompany City representatives on visits to the project site as requested.
2. Reject work not conforming to the project documents.
3. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
4. Review shop drawings, submittals, wage rates, pay applications, and other related items called for in the contract documents.
5. Be present during critical construction operations.
6. Full-time compaction testing for new roadway widening and concrete testing.
 - a. Certified field and lab technicians to perform materials sampling and testing as detailed on the attached Lab and Labor Estimate sheet.
 - b. AASHTO Accredited Laboratory to provide lab testing of sampled materials
 - c. Administrative, Project Management, Coordination, Mileage and Drive time Associated with Services
 - d. Fifty-two (52) trips have been allocated for testing and inspection of the project mentioned above; items of scope are as outlined below and defined in the attached table:
 - i. Concrete Testing – Air, Slump, Cylinders (5 Cylinders per test) – (10 trips)
 - ii. Compaction Testing – Nuclear Density Gauge (Subgrade, Subbase, Asphalt) – (21 trips)
 - iii. Observation – (Proof Roll, Footing Bearing Verification, Building Pad Soil Remediation) – (6 trips)
 - iv. Sample Pick Up – (15 trips)
7. Participate in final inspection and provide Punchlist.

FEE – SCOPE OF WORK:

Cochran can provide the services as listed above on a **time and expense basis** for an estimated but not guaranteed amount of **\$55,500.00**. Cochran's lab and field personnel rates are attached below. This estimate was developed using contractor provided construction rates. The estimated value is subject to change if production rates are not met.

Upon request, the estimated amount can be re-evaluated utilizing actual contractor selected misc. options, production rates, and schedule.

Cochran will coordinate the testing with the owner or Site Superintendent. **Any contingent items added to the project not included in the original scope, overruns of original contracted items of the project or work beyond the original contract completion date, will be deemed extra work and invoiced on a time and materials basis according to the attached fee schedule.** Cochran will invoice monthly for all labor and laboratory work based off a time and material basis.

SERVICES NOT INCLUDED:

1. Architectural Services
2. Geotechnical/Environmental/Wetlands/Asbestos/Traffic/Fire Flow/Flood/Stream/Studies or Reports
3. Recording and Permit Fees

4. Right-of-Way Document Preparation and Acquisition
5. Construction Stakeout
6. Retaining Wall Design
7. ALTA/ACSM Survey
8. Landscaping or Irrigation Plans
9. Site Lighting Electrical Layout
10. Water or Sanitary Sewer Improvements
11. Offsite Utility Improvements
12. As-Built Drawings
13. Rezoning
14. Subdivision Platting

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

TOTAL FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be as summarized in the following table. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM NO. 1: CIVIL CONSTRUCTION DOCUMENTS	\$151,500.00
ITEM NO. 2: CONSTRUCTION ADMINISTRATION/TESTING/INSPECTION	\$ 55,500.00
TOTAL	\$207,000.00

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$1,000.00**.
2. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices.
2. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

7a

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:


The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,

Elliott R. Reed, P.E.
Cochran

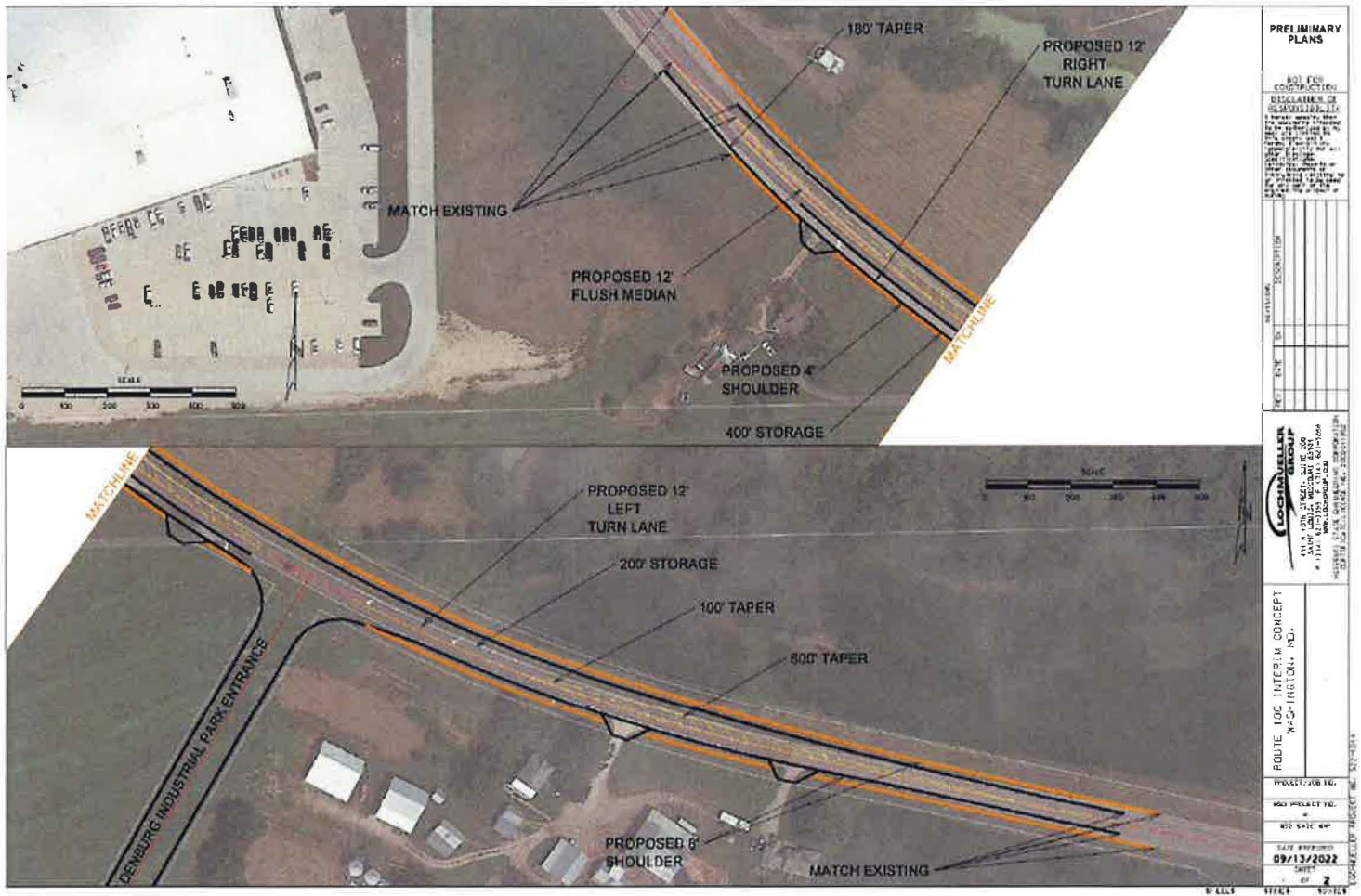
Acceptance:
City of Washington
By: _____
Title: _____
Date: _____

Attachments: Exhibit A
 Standard Charge-Out Rates
 Cochran Terms & Conditions



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

EXHIBIT A



8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
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1163 Maple Street
Farmington, MO 63640
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2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4180
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

7a



2023 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2023, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 200.00
Division Director	\$ 185.00
Managing Engineer	\$ 170.00
Project Manager 1	\$ 160.00
Project Manager 2	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Senior Architect	\$ 150.00
Architect 1	\$ 125.00
Architect 2	\$ 115.00
Architect 3	\$ 105.00
Managing Surveyor	\$ 140.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 85.00
Secretary	\$ 60.00
Field Manager	\$ 75.00
Inspector	\$ 70.00
Technician	\$ 55.00
MoDOT Certified Technician	\$ 60.00
Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

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**2023
FEE SCHEDULE**

Effective July 26, 2022, these rates will apply to all projects performed on a time and expense basis.

LABORATORY TESTING

	Test Method			Unit	Price
	ASTM	AASHTO	MoDOT		
Asphalt					
Asphalt Binder Content of Asphalt Mixtures by the Nuclear Method	D4125	T 287	TM-54	each	\$100.00
Asphalt Binder Content of HMA by the Ignition Method	D6307	T 308		each	\$150.00
Asphalt Binder Content of HMA with Washed Gradation - Ignition Method				each	\$210.00
RAP or Aggregate Correction Factor (for use with AC Content - Burn Off Method)			TM-77	each	\$125.00
Asphalt Calibration Curve for Nuclear Asphalt Content Gauge - 3 points				each	\$300.00
Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	D2726	T 166		each	\$45.00
Thickness or Height of Compacted Bituminous Paving Mixture Specimens	D3549			each	\$10.00
Concrete					
Compressive Strength of Concrete Core (includes sawcutting one end)	C39	T 22		each	\$40.00
Compressive Strength of Concrete Cylinder (4"x8", 6"x12")	C39	T 22		each	\$15.00
Compressive Strength of Grout (Prism or Cube)	C1019			each	\$20.00
Compressive Strength of Mortar Cylinder (2"x4")	C39	T 22		each	\$15.00
Flexural Strength of Concrete Beam	C78	T 97		each	\$60.00
Sawcut Cylinders Ends (to meet ASTM standards)				each	\$15.00
Measuring Length of Drilled Concrete Cores	C174	T 148		each	\$25.00
Concrete Trial Mix Verification				mix	Call for pricing
Soil					
Atterberg Limits	D4318	T 89/90		each	\$95.00
California Bearing Ratio	D1883	T 193		each	\$180.00
Density of Soil in Place by the Drive-Cylinder Method	D2937			each	\$40.00
Modified Proctor	D1557	T 180		each	\$210.00
Moisture Content of Soil	D2216	T 265		each	\$25.00
pH Value	G51	T 289		each	\$45.00
Resistivity	G187	T 288		each	\$130.00
Standard Proctor	D698	T 99		each	\$180.00
Unconfined Compressive Strength of Cohesive Soil	D2166	T 208		each	\$80.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Soil	C117	T 11		each	\$65.00

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7a



LABORATORY TESTING

	Test Method			Unit	Price
	ASTM	AASHTO	MoDOT		
Aggregates					
Deleterious Content of Aggregate (Concrete, Asphalt and Base)			TM-71	each	\$60.00
Flat and Elongated Particles in Coarse Aggregate	D4791			each	\$65.00
Moisture Content of Aggregate	C566	T 255		each	\$25.00
Specific Gravity and Absorption of Fine Aggregate	C128	T 84		each	\$120.00
Specific Gravity and Absorption of Coarse Aggregate	C127	T 85		each	\$75.00
Sieve Analysis of Fine and Coarse Aggregates	C136	T 27		each	\$75.00
Bulk Density ("Unit Weight") and Voids in Aggregate	C29	T 19		each	\$60.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Aggregate	C117	T 11		each	\$65.00
Rock					
Compressive Strength of Rock Core	C39	T 22		each	\$40.00
Rock Core Photograph				each	\$25.00
Additional Field Services					
Rebound Hammer Test				day	\$25.00
Coring Bit Wear (Asphalt and Concrete)				inch	\$6.00
Coring Equipment Rental				day	\$75.00
Trailer for Curing Concrete Cylinders and Beams				day	\$100.00
Nuclear Density Gauge				day	\$35.00
Measurement of Pavement Surface Texture Depth by the Sand-Patch Method			TM-19	each	\$20.00
Cylinder Molds				each	\$1.00
Vapor Emissions				each	\$17.50

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COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter (“Proposal”), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement (“Contract”) between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran’s invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client’s dispute. If Client fails to pay in full any of Cochran’s invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client’s failure to pay any of Cochran’s invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran’s fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran’s profession working in the same locale.
9. If, and to the extent that Cochran’s scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition (“General Conditions”) If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client’s employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client’s knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**



March 1, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Contracts for Engineering Services

Mayor & City Council,

On your agenda for March 6th are two contracts with Cochran Engineering. They both relate to the engineering, environmental review services, and construction administration needed for the improvements to the Oldenburg Industrial Park, however, with the project coming from two funding sources we are requesting two separate contracts with them.

The first contract is for approximately \$207,000 and is specifically for the design and administration of the improvements needed to Highway 100 for the project. These funds will be 100% reimbursed by the MODOT Cost Share Program that the City put an application in for in January.

The second contract is for approximately \$157,000 and is specifically for the improvements needed for the internal infrastructure for Oldenburg Industrial Park including the water, sewer, and roads. The City has an application with the Economic Development Administration for the actual construction of these improvements, however engineering costs are not covered by the grant. These funds are proposed to come from the economic development budget of the Capital Improvements Sales Tax.

We went out for RFQ's for engineering services and received two submittals. After review, staff scored Cochran the highest and felt the most confident with offering them the contracts.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM COCHRAN FOR PROFESSIONAL DESIGN SERVICES FOR ON-SITE INFRASTRUCTURE IMPROVEMENTS FOR OLDENBURG INDUSTRIAL PARK

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal from Cochran for Professional Design Services for On-Site Infrastructure Improvements for Oldenburg Industrial Park. A copy 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 proposal, 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



January 25, 2023

Mr. Sal Maniaci
City of Washington
405 Jefferson Street
Washington, MO 63090

SENT VIA: EMAIL
(smaniaci@washmo.gov)

RE: Proposal – Professional Design Services for the On-site Infrastructure Improvements for the Oldenburg Industrial Subdivision in Washington, MO

Dear Mr. Maniaci:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with our discussions, we offer the following professional services:

ITEM 1: CIVIL CONSTRUCTION DOCUMENTS

SCOPE OF WORK:

The Oldenburg Industrial Subdivision is a 110-acre industrial subdivision on the south side of Highway 100 in Washington, MO. The civil design for the first phase of the subdivision will include streets, water, sanitary sewer, and storm water detention. The street design will include Watermann Drive and Averbek Drive as shown on the attached Exhibit "B". The water design will include a 12-inch water main extension into the site from Highway 100. The sanitary sewer design will include a lift station to service the entire Oldenburg Subdivision along with a gravity sewer extension to serve Lot 1 of the development. The storm water detention basin will be designed to serve Lot 1 as well as the future industrial lots in the subdivision.

1. Topographic Survey – perform a topographic survey of site as shown on the attached Exhibit "A".
2. Site Plan – design on-site streets based on the attached Exhibit "B".
3. Grading – design grading to work with existing topography to provide for proper drainage of paved areas and drives. The grading plan will include all SWPPP design and details necessary for land disturbance permitting.
4. Sanitary Sewer Plan – design gravity on-site sewer lines, laterals and structures as required to provide service to the proposed development. Design and permitting of one sanitary sewer lift station is included in the scope of services. Off-site sewer extensions are not included in the scope of services.
5. Storm Sewer Plan – design an on-site storm sewer system to adequately handle the storm water runoff for the proposed development. Design of storm water detention and storm water quality facilities meeting city requirements is included in the scope of services.
6. Water Line Design – design an on-site water line system to serve the subdivision for domestic and fire flows. Scope does not include the design of water pumps or water towers for fire flow requirements. Scope does not
7. Site Lighting Plan – provide a street lighting plan meeting city requirements.
8. Construction Details – provide the necessary construction details for the storm sewers, sanitary sewers, water main, pavement & roadways, erosion control and grading.
9. Scope of Work to include permitting and approval process with applicable governing authorities.
10. Review civil related shop drawings in a timely manner.
11. Permitting of new water main and sanitary sewer improvements with the Missouri Department of Natural Resources to obtain a Construction Permit. Cochran will prepare the construction permit application for signature by Owner.
12. Prepare Project Manual for use in bidding and construction. The project manual will contain contract documents (front end documents) and technical specifications.
13. Prepare final engineer's cost estimate. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation.

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FEE:

The total amount of fee to be paid for the professional services outlined **Item No. 1** of this proposal shall be a lump sum fee of **\$98,750.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM 2: GEOTECHNICAL INVESTIGATION

SCOPE OF WORK:

1. Field: mobilization, boring layout, 2 borings to a depth of 15 feet below existing grade within detention basin area; 14 borings to a depth of 10 feet below existing grade within site, 1 boring to a depth of 20 feet below existing grade at lift station location, (all borings to proposed depth or auger refusal, whichever comes first) split-spoon sampling at 2.5-to 5-foot intervals
2. Laboratory: visual-manual classification and moisture content determination for all split-spoon samples, Atterberg limits for select samples
3. Engineering: boring logs, profiles, and boring plan

FEE:

The total amount of fee to be paid for the professional services outlined **Item No. 2** of this proposal shall be a lump sum fee of **\$7,935.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM 3: CONSTRUCTION ADMINISTRATION/TESTING/INSPECTION

SCOPE OF WORK:

The Engineer will serve as the City's representative for administering the terms of the construction contract between the City and their contractor. Engineer will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. Cochran will provide site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. The Engineer will accompany City representatives on visits to the project site as requested.
2. Reject work not conforming to the project documents.
3. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
4. Review shop drawings, submittals, wage rates, pay applications, and other related items called for in the contract documents.
5. Be present during critical construction operations, i.e. pressure testing, bacteriological testing, connections to existing mains, etc.
6. Part-time water main, gravity sanitary sewer, sanitary sewer forcemain, and lift station installation inspection.
 - a. Water main installation – assume 16 days of construction with 2 hours of inspection per day
 - b. Gravity sanitary sewer installation – assume 23 days of construction with 2 hours of inspection per day
 - c. Sanitary sewer forcemain installation – assume 17 days of construction with 2 hours of inspection per day
 - d. Sanitary sewer lift station installation – assume 5 visits for inspection of lift station construction

7. An inspector will be on-site as needed to measure payment quantities for solid rock excavation.
8. Full-time compaction testing for new street subgrade and concrete testing.
 - a. Certified field and lab technicians to perform materials sampling and testing as detailed on the attached Lab and Labor Estimate sheet.
 - b. AASHTO Accredited Laboratory to provide lab testing of sampled materials
 - c. Administrative, Project Management, Coordination, Mileage and Drive time Associated with Services
 - d. One hundred seventeen (117) trips have been allocated for testing and inspection of the project mentioned above; items of scope are as outlined below and defined in the attached table:
 - i. Concrete Testing – Air, Slump, Cylinders (5 Cylinders per test) – (25 trips)
 - ii. Compaction Testing – Nuclear Density Gauge (Subgrade, Subbase, Asphalt) – (42 trips)
 - iii. Observation – (Proof Roll, Footing Bearing Verification, Building Pad Soil Remediation) – (5 trips)
 - iv. Sample Pick Up – (45 trips)
9. Participate in final inspection and provide Punchlist.

FEE – SCOPE OF WORK:

Cochran can provide the services as listed above on a **time and expense basis** for an estimated but not guaranteed amount of **\$49,500.00**. Cochran's lab and field personnel rates are attached below. This estimate was developed using contractor provided construction rates. The estimated value is subject to change if production rates are not met.

Upon request, the estimated amount can be re-evaluated utilizing actual contractor selected misc. options, production rates, and schedule.

Cochran will coordinate the testing with the owner or Site Superintendent. **Any contingent items added to the project not included in the original scope, overruns of original contracted items of the project or work beyond the original contract completion date, will be deemed extra work and invoiced on a time and materials basis according to the attached fee schedule.** Cochran will invoice monthly for all labor and laboratory work based off a time and material basis.

SERVICES NOT INCLUDED:

1. Architectural Services
2. Environmental/Wetlands/Asbestos/Traffic/Fire Flow/Flood/Stream/Studies or Reports
3. Recording and Permit Fees
4. Off-site Conceptual Work and/or Cost Estimation
5. Right-of-Way Document Preparation and Acquisition
6. Construction Stakeout
7. Retaining Wall Design
8. ALTA/ACSM Survey (Previously Completed)
9. Landscaping or Irrigation Plans
10. Site Lighting Electrical Layout
11. Offsite Roadway Improvements
12. Offsite Utility Improvements
13. As-Built Drawings
14. Rezoning
15. Subdivision Plat (Previously Completed)

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

TOTAL FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be as summarized in the following table. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM NO. 1: CIVIL CONSTRUCTION DOCUMENTS	\$ 98,750.00
ITEM NO. 2: GEOTECHNICAL INVESTIGATION	\$ 7,935.00
<u>ITEM NO. 3: CONSTRUCTION ADMINISTRATION/TESTING/INSPECTION</u>	<u>\$ 49,500.00</u>
TOTAL	\$156,185.00

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$1,500.00**.
2. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices.
2. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initialing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



Elliott R. Reed, P.E.
Cochran

Acceptance:
City of Washington

By: _____

Title: _____

Date: _____

Attachments: Exhibit A
 Standard Charge-Out Rates
 Cochran Terms & Conditions

EXHIBIT A

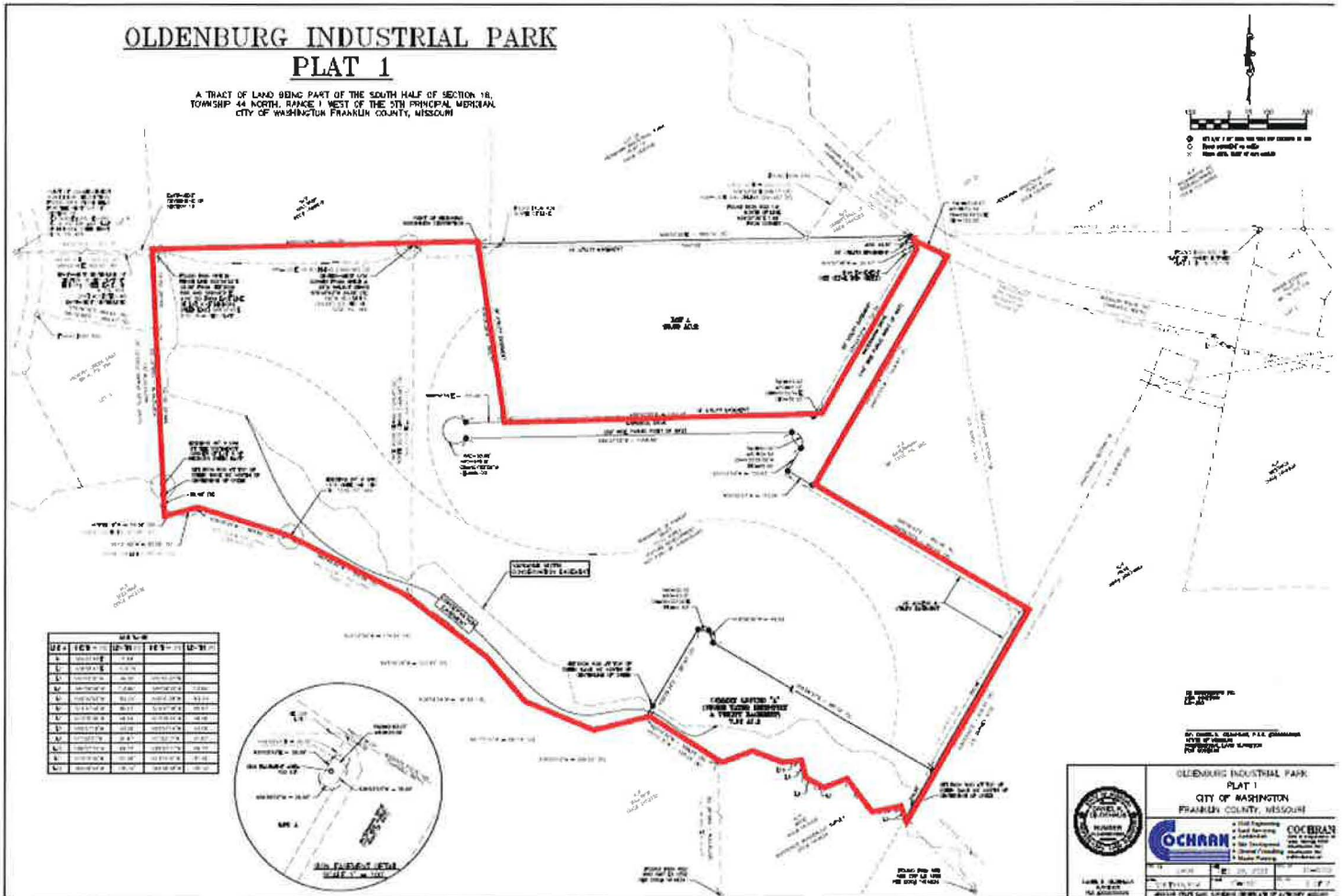
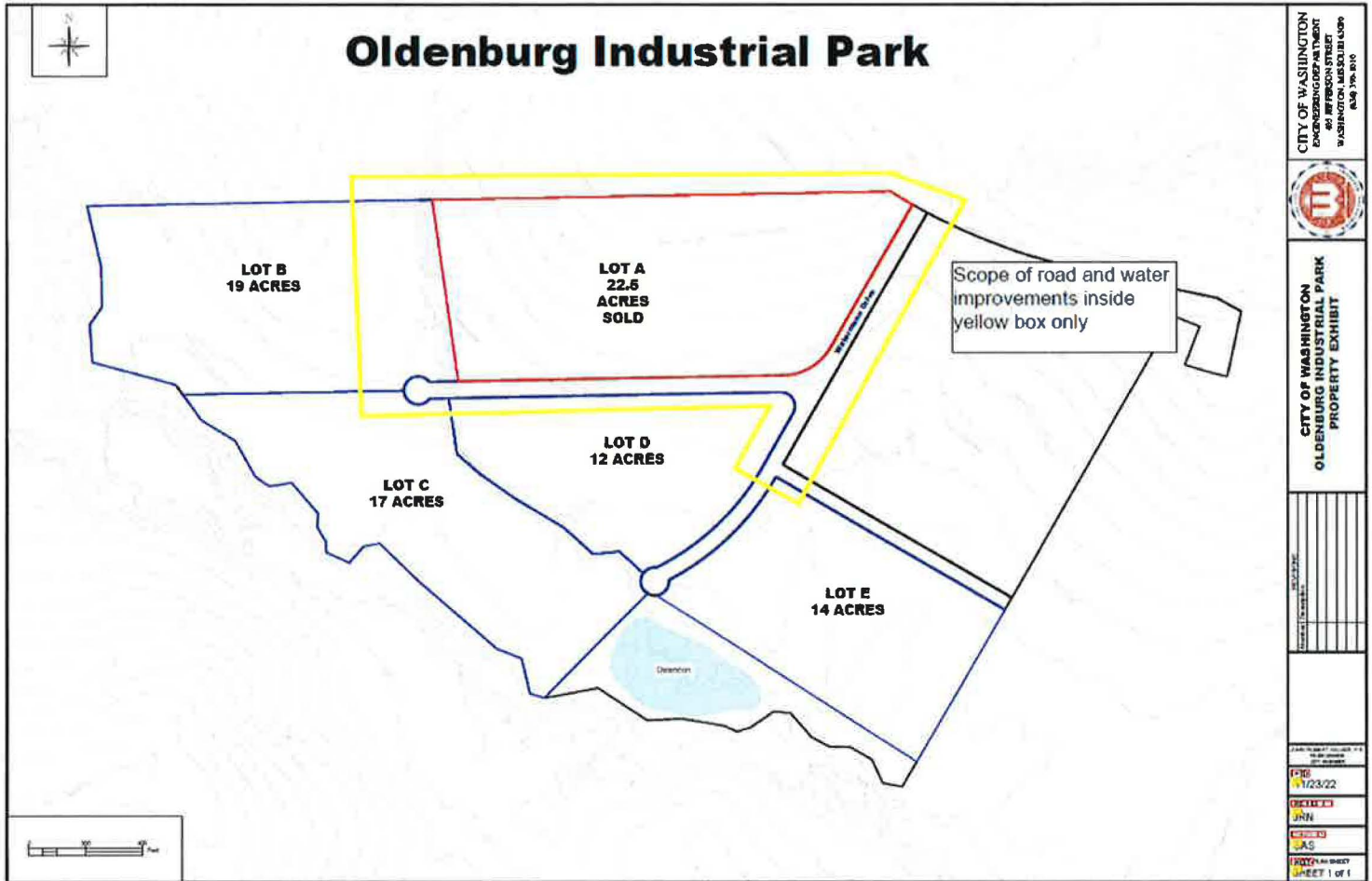


EXHIBIT "B"





2023 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2023, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 200.00
Division Director	\$ 185.00
Managing Engineer	\$ 170.00
Project Manager 1	\$ 160.00
Project Manager 2	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Senior Architect	\$ 150.00
Architect 1	\$ 125.00
Architect 2	\$ 115.00
Architect 3	\$ 105.00
Managing Surveyor	\$ 140.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 85.00
Secretary	\$ 60.00
Field Manager	\$ 75.00
Inspector	\$ 70.00
Technician	\$ 55.00
MoDOT Certified Technician	\$ 60.00
Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter (“Proposal”), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement (“Contract”) between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran’s invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client’s dispute. If Client fails to pay in full any of Cochran’s invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client’s failure to pay any of Cochran’s invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran’s fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran’s profession working in the same locale.
9. If, and to the extent that Cochran’s scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition (“General Conditions”) If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client’s employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client’s knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**



March 1, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Contracts for Engineering Services

Mayor & City Council,

On your agenda for March 6th are two contracts with Cochran Engineering. They both relate to the engineering, environmental review services, and construction administration needed for the improvements to the Oldenburg Industrial Park, however, with the project coming from two funding sources we are requesting two separate contracts with them.

The first contract is for approximately \$207,000 and is specifically for the design and administration of the improvements needed to Highway 100 for the project. These funds will be 100% reimbursed by the MODOT Cost Share Program that the City put an application in for in January.

The second contract is for approximately \$157,000 and is specifically for the improvements needed for the internal infrastructure for Oldenburg Industrial Park including the water, sewer, and roads. The City has an application with the Economic Development Administration for the actual construction of these improvements, however engineering costs are not covered by the grant. These funds are proposed to come from the economic development budget of the Capital Improvements Sales Tax.

We went out for RFQ's for engineering services and received two submittals. After review, staff scored Cochran the highest and felt the most confident with offering them the contracts.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC FOR THE 2023 I&I REDUCTION PROJECT

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Contract Agreement by and between the City of Washington, Missouri and Insituform Technologies USA, LLC for the 2023 I&I Reduction Project. A copy of said agreement is attached and is marked as Exhibit A.

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

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

SECTION 5: 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

**SECTION 00400
CONTRACT AGREEMENT
2023 Cast-in-Place Pipe (CIPP) Project**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the CITY OF WASHINGTON, MISSOURI, party of the first part; hereinafter termed the "City", and Insituform Technologies USA, LLC _____, party of the second part, hereinafter termed in this agreement as the "Contractor".

WITNESSETH:

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

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

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

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

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

Contractor shall provide (a) a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health

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

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

ARTICLE III: In accordance with the provisions of Section 34.600 RSMo. the Contractor shall, upon execution of the Contract, execute and deliver to the City an affidavit in the form marked **Affidavit of Compliance with Section 34.600 RSMo** attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Contract void.

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

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

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

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of Two Hundred Forty-Nine Thousand Two Hundred Forty-One and 60/100 dollars (\$ 249,241.60xxxxxx), for all work covered in the Base Proposal Bid.

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

CITY OF WASHINGTON
COUNTY OF FRANKLIN
STATE OF MISSOURI

INSITUFORM TECHNOLOGIES USA, LLC

By: Janet Hass _____
Contractor Mayor

Contracting & Attesting Officer _____
Title City Clerk



February 28, 2023

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

RE: Sanitary Sewer Replacement and Rehabilitation
Insituform

Dear Mayor and City Council Members:

Attached you will find an ordinance/contract for maintenance and rehabilitation of sanitary sewers and storm sewers utilizing Cast-in-Place (CIPP) methods. The project scope was competitively bid, we received two bids.

Bid 1:	Insituform Technologies:	\$249,241.60
Bid 2:	SAK Construction, LLC:	\$263,354.00
Engineers Estimate:		\$281,324.00

We have successfully utilized Insituform on many projects in the past.

CIPP is a process that involves pulling a resin "sock" through an existing pipe to make it watertight and structurally sound. It is completed on pipes that normally would require traditional excavation, remove, and replace. By utilizing this technology, we are able to repair underground piping with very little disruption to the travelling public or users of the system.

This process is one part of our efforts to reduce infiltration into the sanitary sewer system and repair stormwater pipe that is meeting the end of its design life. This project will line approximately 5,163 ft of sanitary sewer located under Elm Street, Cedar Street, and along Lions Lake. Also, we will be lining a 30" corrugated metal storm sewer with substantial utility conflicts in the Brookview Subdivision.

We have additional budget, and I'm working with the contractor on an additive change order to line more sanitary sewer near MacArthur / 7th Street and a problematic sanitary in Dawn Valley. Once I have the Change Order scope finalized, I will present at a future date.

Thank you for your consideration.

Respectfully submitted,

John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE CONTRACTOR AGREEMENT FROM CURB APPEAL LANDSCAPES FOR INSTALLATION OF A CONCRETE PAD AT THE FAIRGROUNDS AND AMEND THE 2023 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Contractor Agreement with Curb Appeal Landscapes for installation of a concrete pad at the Fairgrounds. A copy of the agreement is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2023 budget as follows:
General Fund Revenue Increase: 001-21-000-541100 Improvements Other Than Buildings \$26,379, General Fund Expenditure: 001-21-000-541100 Improvements Other Than Buildings \$26,379 and increase in ARPA funds of \$73,621.

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

SECTION 5: 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 1.14. "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:

Name: Curb Appeal Landscapes
Title: Chris Hudson
Address: 23 Town & Country Dr.
Washington, MO 63090
Phone: 636-432-1812
Email: chris@calandscapesllc.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 be 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.

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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 person, 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

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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.

Bid Bond

Paragraph 5.11. Contractor shall furnish with the executed Agreement a Bid Bond, not less than five (5) percent of the amount of the bid. The City will hold the Bond for the duration of the Contract, as security for faithful performance obligations under the Contract Documents. 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. 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

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.

(Remaining of page intentionally left blank)

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:



March 6, 2023

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

RE: Fairgrounds Pavilion Concrete Pad bid

Honorable Mayor and City Council,

As you may recall from the January 17th Council meeting, 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. The Fair Board is proposing to fund a new metal pavilion structure to replace the use of tents and the Parks and Recreation Department is proposing a 160'x70' concrete pad and sidewalks 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. The project will be funded by the \$26,379.00 the City received from the 2022 Fair Contract and \$73,621.00 from ARPA funds. With your permission the Parks Department bid out the concrete portion of the project.

On February 21, the City received the following bids for this project:

- Curb Appeal Landscapes \$81,875.00
- Next Level Construction \$87,882.00
- K.J. Unnerstall Construction \$98,305.00
- TPC Infrastructure \$129,257.00

Find in this packet an ordinance for your consideration that would enter the City into a contract with Curb Appeal Landscapes for \$81,875.00 for a new concrete pad and sidewalks at the Entertainment Tent site in the Fairgrounds. Asphalt removal and site grading will be done inhouse by Staff.

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 ACCEPT THE SERVICE AGREEMENT FROM GO GREEN LAWN AND LANDSCAPES FOR HIGHWAY 100 MEDIAN MAINTENANCE SERVICES AND AMEND THE 2023 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Service Agreement with Go Green Lawn and Landscapes for Highway 100 Median Maintenance Services. A copy of the agreement is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2023 Budget as follows:

Stormwater Fund:

Decrease of \$250,000 250-40-000-541107 Storm Water System Improvements

Increase of \$30,000 250-40-000-520400 Other Contracted Services

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-SERVICE AGREEMENT

This **SERVICE 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 _____, Missouri, ("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").

NON-APPROPRIATION: City's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. _____ acknowledges that City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds.

WHEREAS, the Parties desire to enter into a Service Agreement under which the Contractor is to provide general grounds maintenance services, of City-owned properties and rights-of-ways, and other areas 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 said Work, and has duly awarded to the said Contractor 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 1.14. “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.

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. Agreement is subject to annual appropriation.

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:

Go Green Lawn and Landscapes
Attn: Martin Ewell
President
18173 Edison Ave, Suite D
Chesterfield, MO 63005
Telephone: 314-249-3630
E-mail: ewellml@yahoo.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 be 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" 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, nametags or identification marks. Vehicles and equipment shall also bear some means of company identification.

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 or of Third Parties 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.

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 person, 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 form 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) day 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.

Bid Bond

Paragraph 5.11. Contractor shall furnish with the executed Agreement a Bid Bond, not less than five (5) percent of the amount of the bid. The City will hold the Bond for the duration of the Contract, as security for faithful performance obligations under the Contract Documents.

Paragraph 5.12. 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 5.13. 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 it in writing to the City.

Paragraph 6.2. 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 agree 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 in 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 _____



March 6, 2023

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

RE: Recommendation – Highway 100 Median Maintenance Services bid

Honorable Mayor and City Council,

At the December 5, 2022 City Council meeting I asked for permission to re-bid the Highway 100 Median Maintenance services contract. This solution will allow an outside source to spruce up the medians to a higher level than they are being maintained now. By hiring an experienced contractor, citizens should see visible results after the first year. After a year of contractor maintenance, if the desired outcome is not what everyone envisioned, other options can be explored, including renovating one median bed at a time to see if the public likes the improvements. Future improvements and maintenance of the medians have the potential of being supported by funding from local service organizations. The Highway 100 Median Maintenance Committee met on February 24 and recommends the process detailed above.

The maintenance of the Highway 100 median beds can be funded by Stormwater Funds, as the native plantings in the medians help absorb water in an all-asphalt environment. Since the beds reduce stormwater runoff and help with MS4 Program compliance, the funding for the maintenance of the beds can come from the local use tax in the Stormwater Fund.

Median Maintenance Services was put out to bid and the City received two bids. The winning bid was from Go Green Lawn and Landscape for \$26,500 per year and the other was from DJM Ecological Services for \$37,110 per year. The contract is for three years but Go Green Lawn and Landscape stated they could go year to year if the City needed to change some of the median beds in a future year.

Accordingly, the Highway 100 Median Maintenance Committee and Staff recommends that Council consider the approval of Go Green Lawn and Landscapes bid in the amount of \$26,500.00.

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 AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT BETWEEN CHRIS AUFFENBERG FORD LINCOLN, WASHINGTON, MISSOURI FOR THE PURCHASE OF ONE (1) 2015 FORD FLEX AWD SPORT UTILITY VEHICLE

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 Chris Auffenberg Ford Lincoln, Washington, Missouri and the City of Washington, Missouri for the purchase of one (1) 2015 Ford Flex AWD Sport Utility Vehicle. 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

Exhibit A

SALES CONTRACT

This Sales Contract made and entered into this 6th day of March 2023, by and between Chris Auffenberg Ford, Washington, Missouri, hereinafter referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was a sole source for a used 2015 Ford Flex AWD Sport Utility Vehicle.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City One (1) 2015 Ford Flex AWD Sport Utility Vehicle; in the manner set forth in the contract documents, for payment in the total sum of Eighteen Thousand Dollars and Zero Cents (\$18,000.00).
2. The contract documents shall consist of the following:
 - A. This Contract
 - B. Signed copy of Ordinance
 - C. General Specification and QuoteThis 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, Missouri executes this contract the day and year first above written.

SELLER:
BY: _____
Company Representative

CITY:
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

February 28, 2023

To: City Council
Mayor Hagedorn

From: Chief Armstrong

RE: Purchase of replacement vehicle - 2022/2023 Budget Year

Respected Council Members and Honorable Mayor:

For the year 2022/2023 budget, I am requesting the purchase of one (1) police vehicle:

2015 Ford Flex SEL AWD SUV

The vehicle will be assigned to the detective division for use and will replace a vehicle that was recently involved in a motor vehicle crash. After evaluation of the vehicle by an insurance adjuster, it was determined a total loss. Since it could not be repaired, the police department needs a vehicle to replace it in the fleet.

The insurance payout for the totaled vehicle is \$13,305.50. This vehicle was used by the detective division and was an unmarked unit. When looking for a replacement vehicle our goal was to find a similar vehicle, an all-wheel drive mid to full size SUV. We attempted to locate a replacement vehicle within those parameters and budget, but nothing was found that met our needs and priced less than or equal to the insurance payout. We did find a vehicle that both met our needs and has a good service history. The vehicle is a 2015 Ford Flex AWD SUV. The vehicle is listed for sale by Chris Auffenberg Ford Washington. After negotiation the final sale price offered was \$18,000. I recently requested approval for the purchase and outfitting of three new patrol vehicles under the vehicle replacement fund. The approved amount for those vehicles came in well under budget. I am requesting to use \$4,694.50 from that fund to supplement the purchase of the replacement vehicle.

Given the fact that Chris Auffenberg Ford is in town and has the vehicle that meets our needs, I consider them to be the sole source and recommend we purchase from them.

I request approval of an ordinance and a sales contract with Chris Auffenberg Ford of Washington for the purchase of one (1) Ford Flex AWD SUV at a total purchase price of \$18,000. After the insurance payout of \$13,305.50 the amount used from the current budget will be \$4,694.50

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

Respectfully submitted,

Chief James Armstrong

Chief James Armstrong, DSN 256

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR DAWN VALLEY SUBDIVISION PLAT 8 IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

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

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

"Exhibit A"

DAWN VALLEY SUBDIVISION PLAT 8

A RESUBDIVISION OF LOTS 1, 2, 3 OF DAWN VALLEY SUBDIVISION AND PART OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



Genitals of Ownership

We, the undersigned owners of the tract of land shown herein have caused the title to be surveyed and subdivided in the manner shown and said subdivision hereinafter to be known as "DAWN VALLEY SUBDIVISION PLAT 8".

D.M.H.E.C. _____ DATE _____

BY _____

STATE OF MISSOURI COUNTY OF FRANKLIN

On this _____ day of _____ in the year _____ before me, the undersigned notary public, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained, in witness whereof, I hereunto set my hand and a notarial seal.

Notary Public
 Print Name: _____
 My commission expires: _____

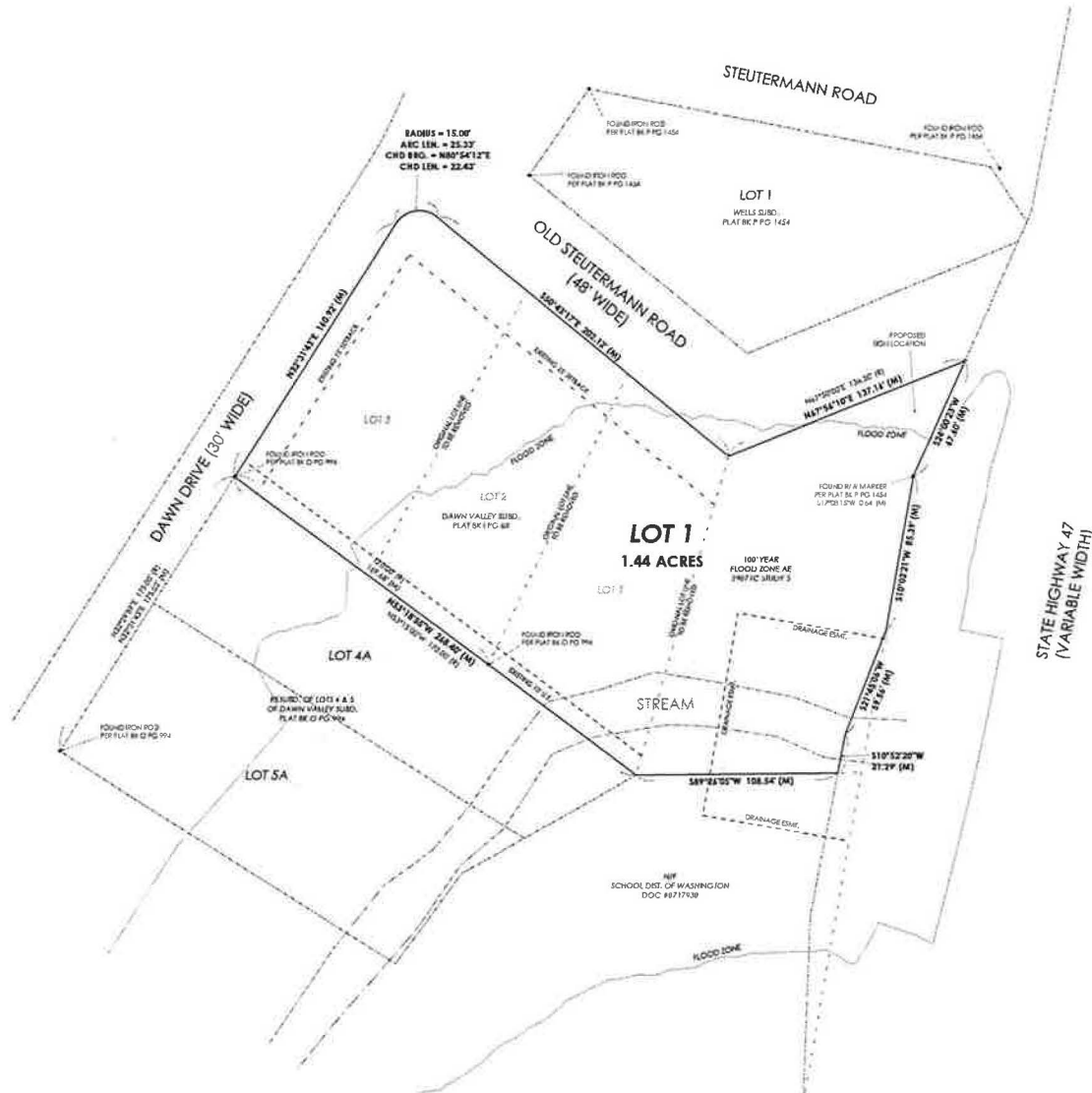
I, Dawn Galskamp, City Clerk for and within the City of Washington, Missouri do certify that the above plat of DAWN VALLEY SUBDIVISION PLAT 8 was approved by the City of Washington, Missouri by _____

Ordinance No. _____ Passed and approved the _____ day of _____

Sherril Galskamp
 City Clerk, City of Washington, MO

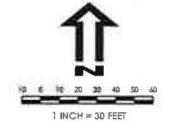
I, Doug Terminus, Collector of Revenue for Franklin County, Missouri, do hereby solemnly declare and say that I am familiar with the land belonging to D.M.H.E.C. and subdivided as "DAWN VALLEY SUBDIVISION PLAT 8" and further state that there are no delinquent tax assessments on the above land shown due Franklin County.

Doug Terminus, Collector of Revenue
 Franklin County, MO



Legal Description of Dawn Valley Subdivision Plat 8

A tract of land being all of lots 1, 2, and 3 of Dawn Valley Subdivision, as recorded in Plat Book 1 Page 48 in the Franklin County Recorder of Deeds office and east part of the East half of the southeast quarter of Section 27, Township 44 North, Range 1 West of the Fifth P.M. in the City of Washington, Franklin County, Missouri, being fully described as follows:
 Beginning at an iron nail on the southwest corner of the southwest corner of 1/2 of Dawn Valley Subdivision, as recorded in Plat Book 1 Page 48 in the Franklin County Recorder of Deeds office, thence N20° 42' 43" E along Dawn Drive an a distance of 168.00' to a point, thence bearing S89° 56' 10" E along the northern line of Old Steuermann Road along a Curve of Radius to the right, bearing a Radius of 154.81' and an arc length of 23.22' (Chord = N42° 42' 27" E 27.42', and S89° 42' 17" E 288.12' and S89° 56' 10" E 157.14' to an iron nail on the western right of way of Highway 47, thence bearing S89° 56' 10" E along Highway 47, S2° 02' 23" W 47.40' to a point from which a right of way marker bears S1° 08' 12" W 0.44', thence continuing along Highway 47, S1° 02' 21" W 83.30' and S1° 02' 21" W 91.34', and S10° 32' 20" W 21.20' to a point, thence bearing Highway 47, S89° 24' 55" W 108.84' to the southwest corner of Lot 1 of Dawn Valley Subdivision, and thence along the southwestern line of Lot 1, 2, 3 of Dawn Valley Subdivision, N89° 56' 10" E 208.40' to the point of beginning.
 Containing 1.44 Acres.
 Subject to any and all easements, restrictions, conditions, etc. of record.



- NOTES:
1. Bearings based Missouri State Plane Coordinate System, East Zone (Old North)
 2. Instrument of record for the subject property is Document #2228457 recorded in the Franklin County Recorder's Office.
 3. Recorded plat for Plat Book 1 Page 48, Plat Book 1 Page 78A, Plat Book 1 Page 194 and Plat Book 7 Page 1434 as recorded in the Franklin County Recorder's Office.
 4. Property is subject to A & C-2.
 5. The survey shows the Accretion standards for "Urban Property".
 6. Subject to any and all easements, restrictions, conditions, etc. of record.

DAWN VALLEY SUBDIVISION PLAT 8	
A RESUBDIVISION OF LOTS 1, 2, 3 OF DAWN VALLEY SUBDIVISION AND PART OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI	
SURVEY PREPARED BY: SARAH BRINE SITE OF SURVEY: 6432 DAWN DR WASHINGTON MO 63090 DATE OF SURVEY: 02/01/2022 DATE OF DRAWING: 03/23/2023	
State of Missouri	S
County of Franklin	S
<p>This is to certify to Sarah Brine, that we have during the month of February, 2023, executed a survey and subdivision of a tract of land being lots 1, 2, 3 of Dawn Valley Subdivision, and part of the East 1/2 of the SE 1/4 of Section 27, Township 44 North, Range 1 West of the 5th P.M., in the City of Washington, Franklin County, Missouri, in the full of my knowledge and belief the best representation of the true and correct record of said survey and was executed in accordance with the general "Uniform Standards" for Property Boundary Surveys of the Missouri Department of Revenue, Franklin County, and the International Association of Professional Surveyors within the original agreement and until the 23rd day of February, 2023.</p>	
 Kurt J. Muser PLS # 1832 Professional Land Surveyor State of Missouri P.O. Box 240 Washington, MO 63090	
	
MUSER AND ASSOCIATES LAND SURVEYING KURT MUSER REGISTERED LAND SURVEYOR 204 OAK ST WASHINGTON MO 63090 636-237-1247	

79

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT
FOR HANOVER PLACE PLAT 3 IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

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

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

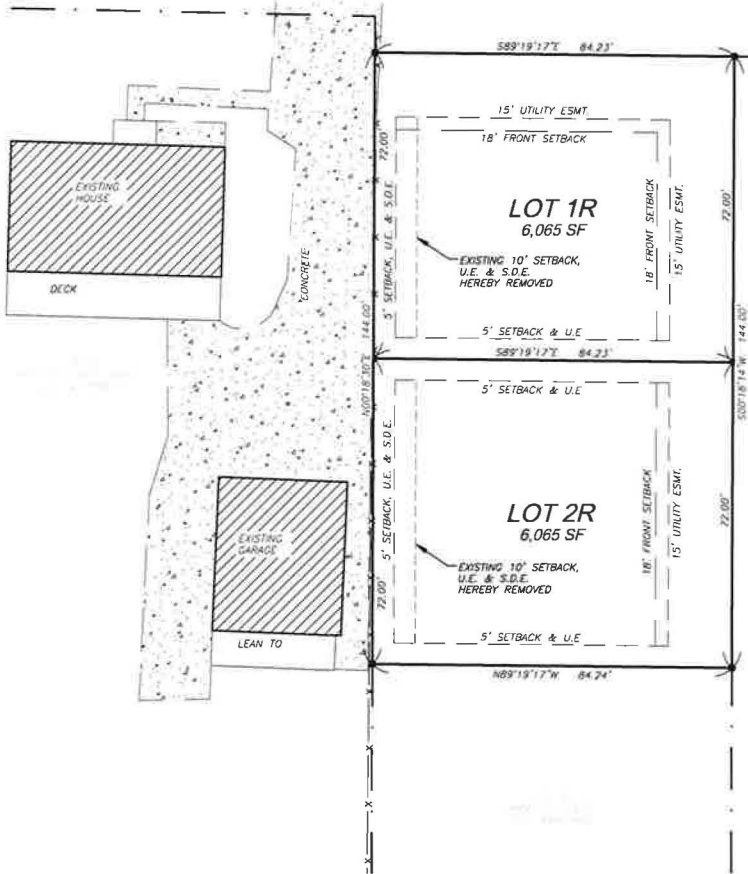
ATTEST: _____

Mayor of Washington, Missouri

"Exhibit A"

HANOVER PLACE PLAT 3

BEING A RESUBDIVISION OF LOT 1 HANOVER PLACE & LOT 2 OF HANOVER PLACE ALL IN THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T44N, R1W OF THE 5TH P.M. IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



C/L HANOVER WAY
EXISTING 40' WIDE R/W



● = NOW/PREVIOUSLY FOUND MONUMENT
○ = SET 1/2" IRON ROD AT LOT CORNERS

U.E. = UTILITY EASEMENT
S.D.E. = STORM DRAINAGE EASEMENT

ACCURACY STANDARD = URBAN PROPERTY

DEED REFERENCE DOC. #2210367 & DOC. # 2217985

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

FRONT SETBACK = 18' PER CITY OF WASHINGTON "DECISION OF THE BOARD OF ADJUSTMENT" HEARING ON NOVEMBER 9, 2015

SIDE SETBACK = 5'
REAR SETBACK = 5'

CERTIFICATES

I, the undersigned Member of S-K Contractors Inc, owner of the tract of land shown hereon have caused the same to be surveyed and resubdivided into lots in the manner shown hereon. Said subdivision shall be known as "HANOVER PLACE PLAT 3".

The setback lines are established as shown hereon

The utility easements as shown hereon are hereby dedicated for the installation and maintenance of public utilities.

IN WITNESS WHEREOF, I have hereunto set my hands this _____ day of _____, 2023.

S-K Contractors Inc.

Joe Kopp, Member

STATE OF MISSOURI
COUNTY OF FRANKLIN

On this _____ day of _____, before me personally appeared Joe Kopp, Managing Member of S-K Contractors Inc, known to me to be the person who executed the within subdivision in behalf of said subdivision and acknowledged to me that he executed the same for the purposes thereon stated and acknowledged that he executed the same as his free act and deed.

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

Notary Public

I, Doug Trentmann, Collector of Revenue for Franklin County, Missouri, first being duly sworn depose and say that I am familiar with the land belonging to S-K Contractors Inc, and resubdivided as "HANOVER PLACE PLAT 3" and further state that there are no delinquent tax assessments on the aforesaid land shown due Franklin County.

Doug Trentmann
Collector of Revenue
Franklin County, Mo

I, Sherri Klekampa, City Clerk for and within the City of Washington, Missouri, do hereby certify that the plat of "HANOVER PLACE PLAT 3" was approved by the City Council of Washington, Missouri, by Ordinance No _____ passed and approved the _____ of _____, 20____.

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

Sherri Klekampa
City Clerk, Washington, MO

NOTES:

Schedule B of a current title report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.

Fence line encroachments will not necessarily be shown.

Line stakes will not be provided unless specifically requested.

Furthermore, without a current title report, the land surveyor makes no guarantee the owners as shown hereon are correct.

Anything not visible from the surface is not certified to.

Conveyance by deed shall follow recordation of plat to change ownership.

The land surveyor makes no guarantee that access to the lands as shown hereon has been granted, identified, or reserved.

Existing street pavement, sanitary sewers, storm sewers and water mains have not been depicted hereon.

I, Cameron Lueken, hereby certify to Joe Kopp that this survey was completed under my direct supervision, and to the best of my knowledge, information and professional judgment the results shown hereon are correct and are made in compliance with the current standards for properly boundary surveys of the Missouri Dept. of Insurance, Financial Institutions and Professional Registration (20-CSR 2030-16.0) as set forth therein.

WSE
WUNDERLICH
SURVEYING & ENGINEERING INC.
512 EAST MAIN STREET UNION, MO 63084
(636) 583-8400
MISSOURI STATE CERTIFICATE OF AUTHORITY
CIVIL ENGINEERING: 001086
LAND SURVEYING: 000253



Cameron Lueken,
P.L.S. 2000164340
P.L.S. for Wunderlich Surveying & Engineering Inc.
Franklin County Surveyor

HANOVER PLACE PLAT 3	
BEING A RESUBDIVISION OF LOT 1 HANOVER PLACE & LOT 2 OF HANOVER PLACE ALL IN THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T44N, R1W OF THE 5TH P.M. IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI	
SCALE 1"=20'	SHEET
JOB 32024	
DATE 3-28-2023	
DWN: NM	REV:
S: 8377/TWG	REV:
1 OF 1	

7h

**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	\$ 2,323,014.51
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:					\$ 123,220,592.31

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	495,168.06	-2.72%
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	\$ 2,323,014.51	

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

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

5.21%

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	\$ 11,806,194.31

TOTAL COLLECTIONS TO DATE: \$ 54,637,761.22

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	247,584.32	-2.72%
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	\$ 1,161,507.63	

Increase
(Decrease) Over
Prior Year

8.00% -1.93% 3.80% 7.32% 6.57%

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

5.21%

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

1/2 % TRANSPORTATION SALES TAX

MONTH	2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		Monthly % Increase/ (Decrease)
OCTOBER	\$	180,849.11	\$	170,946.23	\$	173,893.15	\$	193,707.83	\$	227,070.97	\$	202,105.68	-10.99%
NOVEMBER		125,504.37		136,840.50		162,999.68		168,755.33		164,738.72		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		247,584.33	-2.72%
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	\$	1,161,507.68	

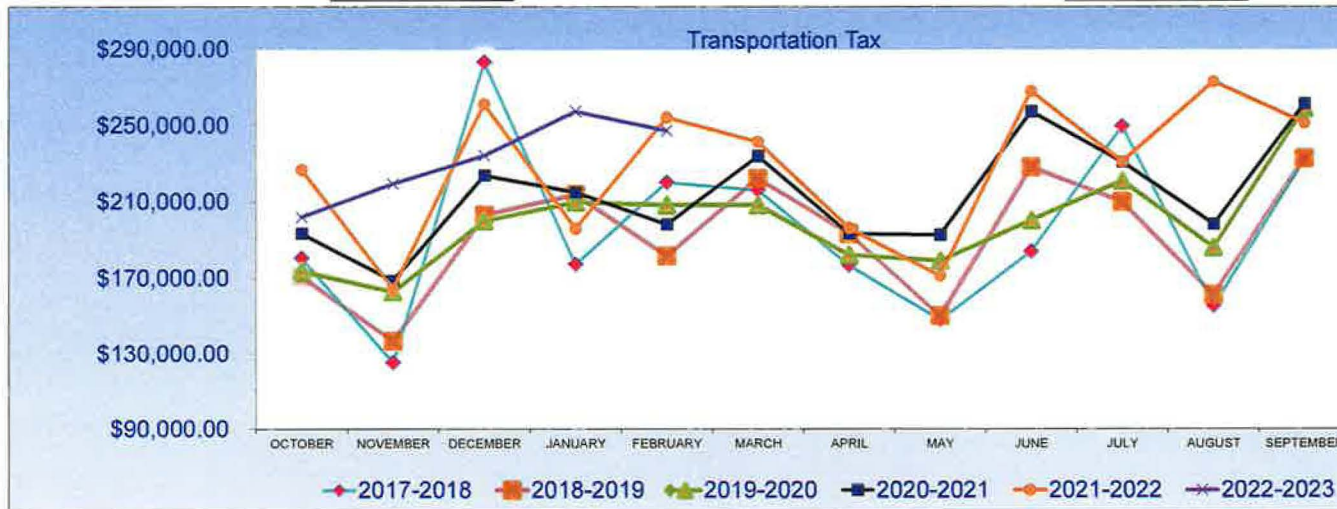
Increase
(Decrease) Over
Prior Year

8.01%	-1.93%	3.80%	7.32%	6.57%
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COLLECTIONS 2005 TO
PRESENT: **\$32,900,063.24**

OVERALL PERCENTAGE
GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **5.21%**

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

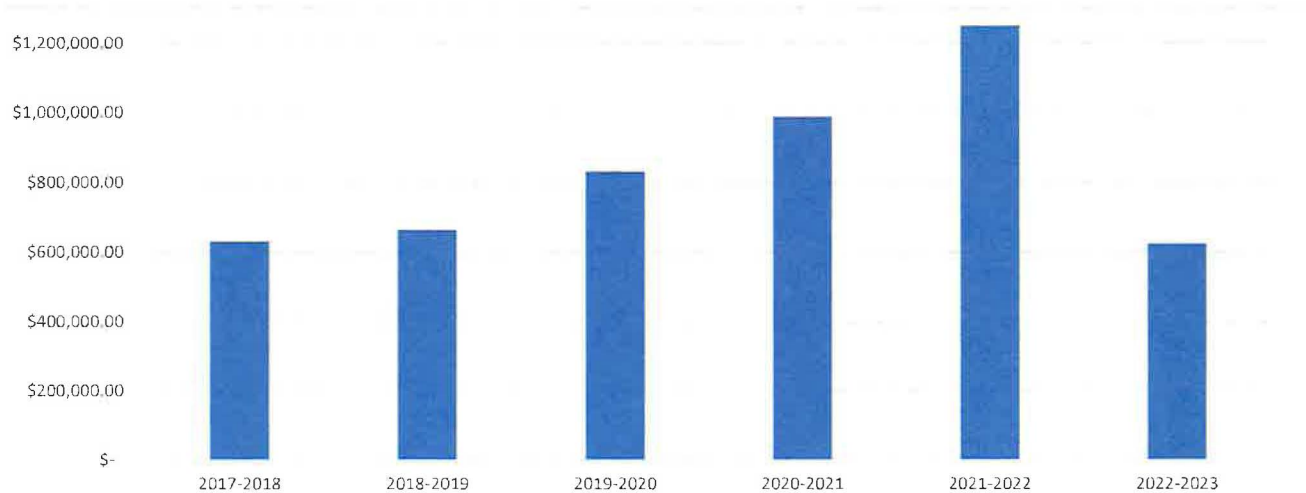


LOCAL OPTION USE TAX

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	150,468.07	47.11%
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	\$ 624,230.16	

COLLECTIONS 1998 TO PRESENT: **\$ 11,748,841.75**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **45.04%**





Account Type	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	999,530.19	7,500,866.27	-8,102,148.73	51.93%
Expense	16,293,840.00	16,308,415.00	1,126,167.90	5,739,285.38	10,569,129.62	64.81%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-700,000.00	-705,400.00	-126,637.71	1,761,580.89	2,466,980.89	349.73%
Fund: 003 - LIBRARY FUND						
Revenue	1,813,740.00	1,813,740.00	67,465.38	615,194.98	-1,198,545.02	66.08%
Expense	1,810,640.00	1,854,860.00	184,205.03	547,407.93	1,307,452.07	70.49%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	3,100.00	-41,120.00	-116,739.65	67,787.05	108,907.05	264.85%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	908,110.00	908,110.00	55,362.40	150,536.38	-757,573.62	83.42%
Expense	1,150,770.00	1,285,770.00	53,554.89	337,761.72	948,008.28	73.73%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-242,660.00	-377,660.00	1,807.51	-187,225.34	190,434.66	50.42%
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	12,500.00	39,992.78	1,126,977.22	96.57%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-754,970.00	-871,970.00	-12,500.00	237,376.70	1,109,346.70	127.22%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,646,000.00	1,646,000.00	108,564.38	480,375.43	-1,165,624.57	70.82%
Expense	3,365,430.00	3,815,430.00	249,133.85	308,265.90	3,507,164.10	91.92%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-1,719,430.00	-2,169,430.00	-140,569.47	172,109.53	2,341,539.53	107.93%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	4,252,320.00	4,252,320.00	238,795.59	851,811.81	-3,400,508.19	79.97%
Expense	4,930,000.00	5,108,700.00	86,750.35	398,416.22	4,710,283.78	92.20%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-677,680.00	-856,380.00	152,045.24	453,395.59	1,309,775.59	152.94%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	5,082,590.00	5,082,590.00	369,702.66	1,227,484.64	-3,855,105.36	75.85%
Expense	8,016,140.00	8,418,230.00	55,371.99	3,097,247.51	5,320,982.49	63.21%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-2,933,550.00	-3,335,640.00	314,330.67	-1,869,762.87	1,465,877.13	43.95%
Fund: 265 - COP FUND						
Revenue	1,905,400.00	1,905,400.00	0.00	1,901,178.42	-4,221.58	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	1,901,178.42	2,100,778.42	1,052.49%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	330,800.00	330,800.00	109,636.03	141,992.96	-188,807.04	57.08%
Expense	412,750.00	412,750.00	0.00	6,409.62	406,340.38	98.45%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-81,950.00	-81,950.00	109,636.03	135,583.34	217,533.34	265.45%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	148,500.00	148,500.00	56,838.45	78,931.65	-69,568.35	46.85%
Expense	148,500.00	148,500.00	0.00	330.81	148,169.19	99.78%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	0.00	0.00	56,838.45	78,600.84	78,600.84	0.00%
Fund: 400 - WATER FUND						
Revenue	2,065,910.00	2,065,910.00	164,498.53	695,632.10	-1,370,277.90	66.33%
Expense	3,482,520.00	3,515,420.00	145,638.56	532,842.62	2,982,577.38	84.84%
Fund: 400 - WATER FUND Surplus (Deficit):	-1,416,610.00	-1,449,510.00	18,859.97	162,789.48	1,612,299.48	111.23%
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	2,898,000.00	2,898,000.00	218,707.57	907,248.59	-1,990,751.41	68.69%
Expense	5,356,710.00	5,360,150.00	217,658.15	577,450.08	4,782,699.92	89.23%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,458,710.00	-2,462,150.00	1,049.42	329,798.51	2,791,948.51	113.39%

Budget Report

For Fiscal: 2022-2023 Period Ending: 01/31/2023

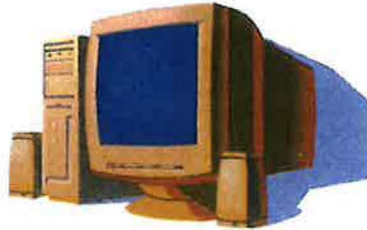
Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 420 - SOLID WASTE FUND						
Revenue	2,493,900.00	2,493,900.00	202,439.91	835,044.83	-1,658,855.17	66.52%
Expense	3,293,650.00	3,350,650.00	241,032.41	1,001,449.13	2,349,200.87	70.11%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	-799,750.00	-856,750.00	-38,592.50	-166,404.30	690,345.70	80.58%
Report Surplus (Deficit):	-11,981,810.00	-13,407,560.00	219,527.96	3,076,807.84	16,484,367.84	122.95%

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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	-126,637.71	1,761,580.89	2,466,980.89
003 - LIBRARY FUND	3,100.00	-41,120.00	-116,739.65	67,787.05	108,907.05
004 - VOLUNTEER FIRE FUND	-242,660.00	-377,660.00	1,807.51	-187,225.34	190,434.66
010 - VEHICLE & EQUIPMENT REP	-754,970.00	-871,970.00	-12,500.00	237,376.70	1,109,346.70
250 - STORMWATER IMPROVEME	-1,719,430.00	-2,169,430.00	-140,569.47	172,109.53	2,341,539.53
260 - CAPITAL IMPROVEMENT SAI	-677,680.00	-856,380.00	152,045.24	453,395.59	1,309,775.59
261 - TRANSPORTATION SALES TA	-2,933,550.00	-3,335,640.00	314,330.67	-1,869,762.87	1,465,877.13
265 - COP FUND	-199,600.00	-199,600.00	0.00	1,901,178.42	2,100,778.42
272 - DOWNTOWN TIF RPA-1	-81,950.00	-81,950.00	109,636.03	135,583.34	217,533.34
274 - RHINE RIVER TIF RPA-2	0.00	0.00	56,838.45	78,600.84	78,600.84
400 - WATER FUND	-1,416,610.00	-1,449,510.00	18,859.97	162,789.48	1,612,299.48
410 - SEWAGE TREATMENT FUND	-2,458,710.00	-2,462,150.00	1,049.42	329,798.51	2,791,948.51
420 - SOLID WASTE FUND	-799,750.00	-856,750.00	-38,592.50	-166,404.30	690,345.70
Report Surplus (Deficit):	-11,981,810.00	-13,407,560.00	219,527.96	3,076,807.84	16,484,367.84

CITY OF WASHINGTON & Capital Gains Recycling E-CYCLE COLLECTION EVENT



Event Date & Time:

Saturday – April 8, 2023 / 8:00 am – 1:00 pm
(Rain or Shine)

The drop-off event will be held at the Fairgrounds Swine Pavilion at 11 Fairgrounds St. Use the entrance off of Veterans Drive at the south gate going into the Fairgrounds, then exit out of the north Fairground gate onto North Park Drive.

Acceptable Items:

Computers & components, Office Equipment, Communication Equipment, Electronic Equipment, Microwaves, Phones Vacuum Cleaners, (anything with a cord or battery, working or not working). NO alkaline batteries, light bulbs, media (CD, DVD, Cassette, VHS, Floppy Disk, etc.)

All appliances (washer, dryer, refrigerators, etc.) can be dropped off at the City of Washington's Recycle Center (400 Recycle Dr.) during normal operating hours.



Don't forget to RECYCLE your CELL PHONES!



CHARGES FOR TV'S & MONITORS

\$5.00 each = MONITORS

\$40.00 each = CRT MONITORS

\$40.00 each = CRT TV'S (ANY SIZE)

\$20.00 each = REAR PROJECTION TV'S
(ANY SIZE)

\$10.00 each = FLAT SCREEN TV'S (ANY SIZE)

For more information, contact Pam at 636-390-1032.

