

REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
MONDAY, MAY 1, 2023 - 7:00 P.M.
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI

SUGGESTED
COUNCIL ACTION

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance

Approval of the Minutes from the April 17, 2023, Council Meetings

Need Motion/Mayor

Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor

Memo

- a. Collector's/Treasurer's Report Summary - December 2022
- b. Investment Report - December 2022
- c. Liquor License Renewals
- d. Change Order #1 - Highway 100 Traffic Study
- e. Final Payment Request - Caboose Painting
- f. Final Payment Request - Skate Park Renovation Phase 1
- g. Payment Request - Rabbit Trail Water Line
- h. Payment Request - West 5th Lift Station

2. PRIORITY ITEMS:

- a. Election of Board of Health

Nomination by City Council/Vote

Mayor's Presentations, Appointments & Reappointments

- b. Proclamation - Historic Preservation Month
- c. Proclamation - National Day of Prayer
- d. Proclamation - National Police Week
- e. 2023 Council Committee Liaison Assignments
- f. Board of Adjustment Appointment
- g. Planning & Zoning Appointment

Mayor

Mayor

Mayor

Approve/Mayor

Approve/Mayor

Approve/Mayor

3. PUBLIC HEARINGS:

- a. Rezoning 1322 East Fifth Street
- b. An ordinance rezoning 1322 East Fifth Street from R-1B Single Family Residential to C-1 Light Commercial in the City of Washington, Franklin County, Missouri.
- c. Rezoning 309 & 313 Coulter Court
- d. An ordinance rezoning 309 & 313 Coulter Court from R-3 Multi Family to R-1C Single Family Attached in the City of Washington, Franklin County, Missouri.

Accept Into Minutes

Memo

Read & Int/Read/Vote/Mayor

Memo

Accept Into Minutes

Memo

Read & Int/Read/Vote/Mayor

Memo

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- | | | |
|---|----------------------------|------|
| a. An ordinance authorizing and directing the execution of a Cooperative Agreement for Road Improvement for a section of South Point Road by and between the City of Washington, Missouri and the Washington Special Road District. | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance amending Chapter 650 of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance authorizing and directing the execution of a Professional Services Agreement by and between the City of Washington, Missouri and Civil Design Inc. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance accepting the Proposal from SCS Engineers for Professional Engineering Services for a Soil Investigation at the Oldenburg Industrial Park and Struckhoff Sanitary Landfill and amend the 2023 Budget. | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance amending the 2023 Budget of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance amending Section 370.190 of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Hoffmann Hillermann Nursery Florist for the purchase of a Exmark Lazer E-Series 60 Zero Turn Mower . | Read & Int/Read/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

- | | |
|--|----------------------------|
| a. An ordinance approving the amendment to the Final Plat of The Terrace in Washington Plat 1, in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor |
| b. An ordinance approving the Final Plat of Highland Meadows Plat 8, in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor |

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY'S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. Bicycle Rodeo – May 20, 2023
- g. Rabies Clinic – May 25, 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, APRIL 27, 2023

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, APRIL 17, 2023**

INTRODUCTORY ITEMS:

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

Mayor:	Doug Hagedorn	Present
Council Members:		
Ward I	Al Behr	Present
	Duane Reed	Present
Ward II	Mark Hidritch	Present
	Mark Wessels	Present
Ward III	Chad Briggs	Present
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present
Also Present:		
City Attorney		Mark Piontek
City Administrator		Darren Lamb
City Clerk		Sherri Klekamp
Economic Development Director		Sal Maniaci
Emergency Management Director		Mark Skornia
Police Chief		Jim Armstrong
Parks Director		Wayne Dunker

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

Approval of Minutes:

* Approval of the Minutes from the April 3, 2023, Council Meeting

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

Approval and Adjustment of Agenda

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

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* Certification of April 4, 2023, Election results by the Verification Board

Election Summary Report

GENERAL MUNICIPAL ELECTION

FRANKLIN COUNTY, MISSOURI

TUESDAY, APRIL 4, 2023

ELECTION RESULTS

OFFICIAL RESULTS

WASHINGTON COUNCIL, WARD 1

<i>Number of Precincts</i>	2	
<i>Precincts Reporting</i>	2	100.00%
<i>Vote For 1</i>		
<i>Total Votes</i>	168	

<i>DUANE REED</i>	156	92.86%
<i>WRITE IN</i>	12	7.14%

WASHINGTON COUNCIL, WARD 2

<i>Number of Precincts</i>	2	
<i>Precincts Reporting</i>	2	100.00%
<i>Vote For 1</i>		
<i>Total Votes</i>	222	

<i>MARK WESSELS</i>	207	93.24%
<i>WRITE IN</i>	15	6.76%

WASHINGTON COUNCIL, WARD 3

<i>Number of Precincts</i>	2	
<i>Precincts Reporting</i>	2	100.00%
<i>Vote For 1</i>		
<i>Total Votes</i>	203	

<i>JEFFREY A. PATKE</i>	194	95.57%
<i>WRITE IN</i>	9	4.43%

WASHINGTON COUNCIL, WARD 4

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 1		
Total Votes	335	
<hr/>		
JOSEPH HOLTMEIER	247	73.73%
HARVEY MENDEZ	87	25.97%
WRITE IN	1	0.30%

WASHINGTON QUESTION

Number of Precincts	5	
Precincts Reporting	5	100.00%
Total Votes	1,007	
<hr/>		
YES	743	73.78%
NO	264	26.22%

A motion to accept the election results was made by Councilmember Behr, seconded by Councilmember Briggs, passed without dissent.

COUNCIL COMMENTS

* None

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:02 p.m. by Councilmember Behr, seconded by Councilmember Patke passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, APRIL 17, 2023**

INTRODUCTORY ITEMS:

Oath of Office – Newly Elected Officials: Duane Reed, Ward 1 Councilman; Mark Wessels, Ward 2 Councilman; Jeff Patke, Ward 3 Councilman; Joe Holtmeier, Ward 4 Councilman.

The Special Meeting of the City of Washington, Missouri, City Council was held on Monday, April 18, 2023, at 7:02 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with the 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
	Economic Development Director	Sal Maniaci
	Emergency Management Director	Mark Skornia
	Police Chief	Jim Armstrong
	Parks Director	Wayne Dunker
	Fire Chief	Tim Frankenberg
	Building Official	Blake Marquart

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 and Adjustment of Agenda including Consent Agenda:

- * Collector’s Treasurer’s Report Summary – November 2022
- * Collector’s Treasurer’s Report Summary – November 2022
- * Final Payment Request – Riverfront Playground
- * Liquor License Approval – Back Alley Entertainment LLC
- * Table Item 7k

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

PRIORITY ITEMS:

City Council Elections:

- * Election of Mayor Pro Tem
Councilmember Behr nominated Councilmember Patke, seconded by Councilmember Briggs. With no further nominations the motion to elect Jeff Patke as Mayor Pro Tem passed without dissent.
- * Election of Council Member to P&Z Commission
Councilmember Holtmeier nominated Councilmember Briggs, seconded by Councilmember Patke.
Councilmember Reed nominated Councilmember Hidritch, seconded by Councilmember Wessels.
With no further nominations the motion to elect Chad Briggs to the Planning and Zoning Commission passed on the following 5-3 roll call vote; Behr-nay, Briggs-nay, Coulter-aye, Hidritch-aye, Holtmeier-aye, Patke-nay, Reed-aye, Wessels-aye.
The motion to elect Mark Hidritch to the Planning and Zoning Commission died.
- * Election of Council Member to 353 Redevelopment Corporation
Councilmember Patke nominated Councilmember Behr, seconded by Councilmember Coulter.
With no further nominations the motion to elect Al Behr to the 353 Redevelopment Corporation passed without dissent.
- * Election of Board of Health
Councilmember Patke nominated Councilmember Coulter, Councilmember Briggs, Councilmember Behr and Councilmember Reed, seconded by Councilmember Holtmeier.
With no further nominations the motion to elect Mike Coulter, Chad Briggs, Al Behr and Duane Reed to the Board of Health passed without dissent.

Mayor's Presentations, Appointments & Reappointments:

- * Proclamation – Arbor Day
Arbor Day
WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and
WHEREAS, Arbor Day is now observed throughout the nation and the world; and
WHEREAS, The Tree City USA program sponsored by The National Arbor Day Foundation provides direction, technical assistance, public attention and national recognition for urban and community forestry programs in thousands of towns and cities that more than 93 million Americans call home; and
WHEREAS, The City of Washington has been a "Tree City for the past 18 years; and
WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, Trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, Trees wherever they are planted are a source of joy and spiritual renewal.

NOW, THEREFORE, I James D. Hagedorn, Mayor of the City of Washington do hereby proclaim April 22, 2023, as Arbor Day in the City of Washington and urge all our citizens to support efforts to protect our trees and woodlands and to support our City's Urban Forestry Program by planting trees to gladden the heart and promote the wellbeing of present and future generations.

James D. Hagedorn

Mayor of Washington, Missouri

* Proclamation – Veterans of Foreign Wars 85th Anniversary

VETERANS OF FOREIGN WARS

MAX W. MUELLER POST 2661

WASHINGTON, MISSOURI

85TH ANNIVERSARY

Whereas, The Veterans of Foreign Wars was originally founded in 1899 as the American Veterans of Foreign Service with the main purpose of the organization to assist and care for veterans and their families in times of need, promote Veteran Causes and National Defense, encourage Patriotism and serve the community; and

Whereas, Veterans of Foreign Wars, Post 2661, was chartered on April 8, 1938, and was named after Max W. Mueller, the first soldier from Washington to die in World War I; and

Whereas, the VFW seeks to preserve and strengthen comradery among its members; to perpetuate the memory and history of deceased veterans and to assist their families; to maintain true allegiance to the Government of the United States of America and fidelity to its Constitution and laws; to foster true patriotism; to maintain and extend the institutions of American Freedom and to preserve and defend the United States from all her enemies; and

Whereas, the VFW's membership consists of 265 veterans and 180 auxiliary members who continue to be a voice for returning and currently deployed service members and their families; and

Whereas, the VFW is dedicated in supporting those who sacrifice so much for this country, veterans, service members in the US Armed Forces and their families by providing care packages to our service men and women serving overseas, donating time and money to numerous individuals and organizations, participating in flag raising ceremonies, parades, veteran ceremonies, military funerals and numerous other patriotic occurrences. Their number one concern is and always will be, are their "Veterans."

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri do hereby extend my sincere congratulations to VFW Post 2661 for 85 years of service to veterans and their families in time of need and speaking on behalf of the entire City Council and all our citizens, do hereby tender this Proclamation extending our deep appreciation and gratitude for exemplary service in the City of Washington and the local community.

James D. Hagedorn, Mayor

04-17-23

* Franklin County Transportation Committee Appointment

April 7, 2023

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Franklin County Transportation Committee as attendee in accordance with the Bylaws of the Franklin County Transportation Committee:

Darren Lamb, City Administrator

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Industrial Development Authority Appointments

April 6, 2023

Washington City Council

405 Jefferson Street

Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Industrial Development Authority:

Bryan Bogue – term ending May 2024

(Filling vacancy of Don Northington)

Luke Meyer – term ending May 2025

(Filling vacancy of Becky Burh)

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Planning & Zoning Reappointment

April 6, 2023

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Planning and Zoning Commission:

Tom Holdmeier – term ending April 2027

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Police Department Reappointment

April 11, 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:

<i>NAME</i>	<i>DATE EFFECTIVE</i>	<i>DATE EXPIRES</i>
<i>Daniel Day</i>	<i>April 23, 2023</i>	<i>April 23, 2024</i>

Police Officer

Respectfully submitted,

James D. Hagedorn

Mayor

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

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* None

ORDINANCES/RESOLUTIONS

Bill No. 23-12783, Ordinance No. 23-13747, an ordinance accepting the Proposal from Horn Architects for Standard Architectural Services for the 2023 Building Code Review.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12784, Ordinance No. 23-13748, an ordinance accepting the Quote from First Due for Fire Department Records Management and amend the 2022/2023 Budget.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 23-12785, Ordinance No. 23-13749, an ordinance accepting the Proposal from Macqueen Emergency for the purchase of a Pierce Enforcer Pumper.

The ordinance was introduced by Councilmember Patke.

Fire Chief Tim Frankenberg distributed the Purchase Agreement to Council. After discussions on the Proposal and Tax Exempt Lease Purchase, the ordinance was read a second time and approved on the following vote; Behr-aye, Holtmeier-aye, Briggs-aye, Wessels-aye, Coulter-aye, Reed-aye, Patke-aye, Hidritch-aye.

Bill No. 23-12786, Ordinance No. 23-13750, an ordinance authorizing and directing the City of Washington, Missouri to enter into a Tax Exempt Lease Purchase with PNC Equipment Finance for the purchase of a Pierce Enforcer Pumper.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 23-12787, Ordinance No. 23-13751, an ordinance accepting the Bid from S-K Contractors Inc. for installation of restroom and pavilion siding at Optimist Skate Park.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 23-12788, Ordinance No. 23-13752, an ordinance authorizing and directing the execution of a Downtown Building Rehabilitation Agreement by and between the City of Washington, Missouri and Sirens Hotel, LLC.

The ordinance was introduced by Councilmember Holtmeier.

After The Alley Presentation given by Chad Greife-Wetenhall, a brief discussion ensued. The ordinance was read a second time and approved on the following vote; Behr-aye, Holtmeier-aye, Briggs-aye, Wessels-aye, Coulter-aye, Reed-aye, Patke-aye, Hidritch-aye.

Bill No. 23-12789, Ordinance No. 23-13753, an ordinance amending Sections 215.075 and 400.195 of the Code of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12790, Ordinance No. 23-13754, an ordinance amending Sections 600.010, 600.020.C, 600.030, 600.035, 600.047, 600.055.A, 600.055 and 600.085.A of the Code of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12791, Ordinance No. 23-13755, an ordinance amending Sections 605.010, 605.060, 605.090, 605.160, 620.030 and 620.050 of the Code of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12792, Ordinance No. 23-13756, an ordinance amending the Provisions of Title III Traffic Code, Schedule V Restricted Parking of the Code of the City of Washington, Missouri at the location described below.

The ordinance was introduced by Councilmember Holtmeier.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * Festival season is coming up.
- * Downtown Riverfront Playground Grand Opening is Thursday, April 27.
- * Franklin County Municipal League Dinner is Wednesday at the American Legion in New Haven.

CITY ADMINISTRATOR'S REPORT

- * Brief discussion on bridge lights.

COUNCIL COMMENTS

- * Councilmember Hidritch congratulated the Councilmembers that were re-elected and congratulated Councilmember Briggs for being elected to the Planning and Zoning Commission.

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 8:21 p.m. on the following roll call vote; Behr-aye, Holtmeier-aye, Briggs-aye, Wessels-aye, Coulter-aye, Reed-aye, Patke-aye, Hidritch-aye.

The regular session reconvened at 8:27 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 8:27 p.m. by Councilmember Holtmeier, seconded by Councilmember Behr passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

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

	City Collector's Report				Adjusted Cash Position					OVER (UNDER) FUNDED
	CASH BALANCE AS OF 12/1/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 12/31/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 12/31/2022	① LESS 15% / 25% DESIGNATED	
CASH FUNDS:										
GENERAL FUND ②	1,629,215.23	1,075,744.45	(832,141.67)	1,872,818.01	(71,119.79)	(10,543.05)	1,791,155.17	1,964,229.77	(1,835,476.20)	1,919,908.74
LIBRARY FUND ②	324,433.33	40,866.40	(175,899.19)	189,400.54	(207,821.64)	(27,766.43)	(46,187.53)	0.00	0.00	(46,187.53)
VOLUNTEER FIRE FUND	1,613,767.07	72,150.47	(41,731.41)	1,644,186.13	0.00	(26,222.78)	1,617,963.35	0.00	0.00	1,617,963.35
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	1,109,070.81	3,991.89	0.00	1,113,062.70	0.00	0.00	1,113,062.70	0.00	0.00	1,113,062.70
STORM WATER IMPROVEMENT FUND	2,344,462.77	158,898.54	(17,730.20)	2,485,631.11	0.00	0.00	2,485,631.11	1,853,676.00	0.00	4,339,307.11
CAPITAL IMPROVEMENT SALES TAX FUND	1,912,610.76	241,454.24	(260,147.37)	1,893,917.63	0.00	0.00	1,893,917.63	0.00	0.00	1,893,917.63
TRANSPORTATION SALES TAX FUND ②	359,274.04	336,592.30	(306,141.35)	389,724.99	0.00	0.00	389,724.99	0.00	0.00	389,724.99
DEBT SERVICE C.O.P. FUND	4,020,453.75	14,470.85	0.00	4,034,924.60	(1,643,338.39)	0.00	2,391,586.21	0.00	0.00	2,391,586.21
DOWNTOWN TIF RPA-1 FUND	969,537.99	27,618.85	(5,863.60)	991,293.24	0.00	0.00	991,293.24	0.00	0.00	991,293.24
FRONT & MAIN TIF RPA-3 FUND	25,168.63	14,478.66	0.00	39,647.29	0.00	0.00	39,647.29	0.00	0.00	39,647.29
RHINE RIVER TIF RPA-2 FUND	470.96	21,760.35	0.00	22,231.31	0.00	0.00	22,231.31	0.00	0.00	22,231.31
WATER FUND	526,250.66	191,844.64	(132,831.78)	585,263.52	0.00	0.00	585,263.52	0.00	(398,571.50)	186,692.02
SEWAGE TREATMENT FUND	(283,067.76)	230,245.30	(207,737.59)	(260,560.05)	0.00	0.00	(260,560.05)	0.00	(669,762.75)	(930,322.80)
SOLID WASTE FUND	3,803,777.87	221,339.82	(294,985.28)	3,730,132.41	(7,216,858.82)	0.00	(3,486,726.41)	0.00	(907,580.25)	(4,394,306.66)
PHOENIX CENTER II CID FUND	6,207.94	56,096.36	(61,743.34)	560.96	0.00	0.00	560.96	0.00	0.00	560.96
TOTALS	\$ 18,361,634.05	\$ 2,707,553.12	\$ (2,336,952.78)	\$ 18,732,234.39	\$ (9,139,138.64)	\$ (64,532.26)	\$ 9,528,563.49	\$ 3,817,905.77	\$(3,811,390.70)	\$ 9,535,078.56

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 3,867.71


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

4/20/23
 DATE



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

4/20/23
 DATE

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

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

CITY OF WASHINGTON MONTHLY INVESTMENT REPORT

 DECEMBER 2022	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN(LOSS)	INVESTMENT INCOME	EXPENSE	SOLD/REINVESTED 10/01/22 - 09/30/23	ENDING ADJUSTED COST
	GOVERNMENT BONDS:								
US TRASURY BILL	8/11/2022	0.000%	7/13/2023	\$ 470,781.96	1,713.36	-	-	-	\$ 472,495.32
US TREASURY NOTE	7/27/2022	1.250%	7/31/2023	\$ 1,008,460.08	3,219.84	-	-	-	\$ 1,011,679.92
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 467,846.40	988.80	5,400.00	-	-	\$ 468,835.20
IBN: BOND TOTALS:				\$ 1,947,088.44	\$ 5,922.00	\$ 5,400.00			\$ 1,953,010.44
CERTIFICATES OF DEPOSITS:									
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$ 235,863.95	2,129.05	-	-	-	\$ 237,993.00
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$ 238,781.90	1,288.70	-	-	-	\$ 240,070.60
KS STATE BANK CD	2/9/2018	2.450%	2/9/2023	\$ 51,859.60	49.92	104.71	-	-	\$ 51,909.52
ENERBANK USA CD	9/27/2019	1.950%	3/27/2023	\$ 113,176.92	229.14	182.71	-	-	\$ 113,406.06
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 234,842.40	883.20	-	-	-	\$ 235,725.60
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 235,733.28	1,683.24	-	-	-	\$ 237,416.52
IBN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 1,110,258.05	6,263.25	287.42		0.00	\$ 1,116,521.30
FIVE POINTS BANK CD	2/1/2021	1.000%	2/2/2025	\$ 245,000.00					\$ 245,000.00
MIDLAND STATES BANK CD	2/1/2021	0.750%	2/2/2024	\$ 245,000.00					\$ 245,000.00
VISION BANK CD	6/30/2021	0.750%	6/23/2023	\$ 245,000.00					\$ 245,000.00
AMERICAN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 735,000.00	0.00	0.00			\$ 735,000.00
CERTIFICATE OF DEPOSITS TOTALS:				\$ 1,845,258.05	\$ 6,263.25	\$ 287.42	\$ -	\$ -	\$ 1,851,521.30
MONEY MARKETS:									
IBN: MONEY MARKET				\$ 7,649.35		20.79	-	5,687.42	\$ 13,357.56
AMERICAN: MONEY MARKET				\$ 16.47	0.00	0.00		0.00	\$ 16.47
MONEY MARKET TOTALS:				\$ 7,665.82					\$ 13,374.03
GRAND TOTALS:				\$ 3,800,012.31	\$ 12,185.25	\$ 5,708.21			\$ 3,817,905.77

ALLOCATIONS OF FUNDS:		
PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN(LOSS)	464,229.77	
YEAR END MARKET VALUE ADJUSTMENT-SEPT		
TOTAL GENERAL FUND:		\$ 1,964,229.77
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,853,676.00	
TOTAL STORMWATER FUND:		\$ 1,853,676.00
TOTAL MARKET VALUE OF INVESTMENTS:		\$ 3,817,905.77

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


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

4/21/23
 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER

4/20/23
 DATE



April 26, 2023

Re: Liquor License Renewals

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

Dear Sherri

Enclosed is a list of businesses that are applying for renewal of their City of Washington liquor license. The list includes: the name of the business and owner, the business location, fees paid, and the type of sale requested. All fees have been paid and the required paperwork has been submitted to the Collector's Office. The applicants have asked that their application go before the City Council at the May 1, 2023 meeting.

Sincerely,

Heather Parker

Heather Parker
Accounts Specialist I
City of Washington

1. Pulque Mexican Restaurant
Saul Ocegüera-Romero
3051 Phoenix Center Dr.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

2. Otis Campbell LLC
Richard Marquart
216 W Front St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

3. Marquart's Landing
Richard Marquart
300 W Front St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

4. The Sand Bar
Michael Turner
601 W 5th St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00



May 1, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Lochmueller Group – Change Order #1

Mayor & City Council,

On your agenda for the May 1st, 2023 meeting is a change order for Lochmueller Group for the Highway 100 Traffic Study. Lochmueller completed the study and submitted to MODOT for comment, at which time MODOT requested that the scope of the study be expanded to the east. Previously the study only included Highway 100 from Vossbrink to High Street. Given the possible increase in eastbound traffic, MODOT required the Lochmueller to determine the impact east to the Highway 47 and Highway 100 intersection.

This increase in scope caused the contract to raise from \$60,500 to \$75,000. This contract is subject to a 50/50 cost share with KJU as it included an impact analysis of Highland Meadows and the Terrace in Washington. We will include this increase when we invoice KJU for the total amount.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

AMENDMENT No. 1

THIS AMENDMENT NO. 1 IS MADE AND ENTERED INTO THIS 8TH DAY OF March, 2023 BY AND BETWEEN City of Washington, Missouri HEREINAFTER REFERRED TO AS CLIENT AND LOCHMUELLER GROUP, INC. HEREINAFTER REFERRED TO AS CONSULTANT.

W I T N E S S E T H

WHEREAS, the CLIENT and CONSULTANT did on June 20, 2022 enter into an Agreement to provide services for a traffic study of MO-100 ("Traffic Study"), and

WHEREAS, the project has additional scope requested by the CLIENT, and

WHEREAS, the CLIENT desires the CONSULTANT to provide the services, and

WHEREAS, the CONSULTANT has expressed an interest in providing the additional required services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, it is agreed by and between both parties that the original agreement be amended as follows:

- I. Additional scope to evaluate additional intersections as directed by the Missouri Department of Transportation ("MoDOT") after project scoping during the technical memorandum review in August 2022, as follows:
 - a. CONSULTANT will forecast future volumes, develop a Synchro model, and evaluate traffic operating conditions for all study time periods and scenarios, and recommend mitigation measures as needed to achieve acceptable operations for three (3) additional intersections: Route 100 & Washington Crossing, Route 100 & Bedford Center Drive, and Route 100 & Route 47.
 - b. CONSULTANT will revise annual growth rates and directional distribution of trips originating and destined for the proposed site per MoDOT comment.
- II. Additional scope to support the CLIENT with a Governor's Cost Share grant application in September 2022, as follows:
 - a. CONSULTANT will prepare a conceptual design and cost estimate of MO-100 at the future entrance to the Oldenburg Industrial Park southeast of the intersection of MO-100 and Vossbrink Road.

III. Additional scope to respond to MoDOT comments dated February 6, 2023 on the submitted traffic impact study.

Except as herein modified, changed, and amended, all terms and conditions of the original Agreement dated June 20, 2022 shall continue in full force and effect.

This Amendment No. 1 increases the Original Hourly Not-to-Exceed Amount of \$60,500 by \$15,000 to a new Hourly Not-to-Exceed Amount of \$75,500.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment No. 1 effective the day and year first above written.

CITY OF WASHINGTON, MISSOURI

LOCHMUELLER GROUP, INC.

NAME: James D. Hagedorn
TITLE: Mayor

Christopher W. Beard
Director of Traffic Engineering & Planning

1d



May 1, 2023

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

RE: Final Payment Request – Caboose Painting

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the Caboose Painting. The project is completed per the specifications and documents, and as such, I am asking that you consider granting Specialized Commercial Coatings LLC request for final payment in the amount of \$9,800.00.

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

Respectfully submitted,

Wayne Dunker

Wayne Dunker MA, CPRP
Director of Parks & Recreation

Attachment - 1



FINAL PAYMENT REQUEST

TO: City Council
NAME OF PROJECT: Caboose Painting
OWNER: CITY OF WASHINGTON
CONTRACTOR: Specialized Commercial Coatings, LLC

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

Original Contract Price.....	\$13,800.00
Contingency.....	\$0.00
New Contract Amount.....	\$0.00
Previous Payments.....	\$4,000.00
Final Payment.....	\$9,800.00

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____

Specialized Commercial Coatings LLC

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



INVOICE

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

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

INVOICE 1152-A48
DATE 04/14/2023
TERMS Due on receipt
DUE DATE 04/14/2023

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

We appreciate your business and look forward to working with you again soon.

The scope of work as outlined above, has been inspected by me and completed in its entirety. Any and all deficiencies noted are listed as punch list items above. I attest that all work is satisfactory, and I approve the completion of this project. I further certify that I have full authority to approve construction work and repair projects completed at this location.

SUBTOTAL	9,800.00
TAX	0.00
TOTAL	9,800.00
BALANCE DUE	\$9,800.00

Phone Name

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



May 1, 2023

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

RE: Final Payment Request – Skate Park Renovation Phase I

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the new concrete and new fence at Optimist Park. The project is completed per the specifications and documents, and as such, I am asking that you consider granting KJ Unnerstall Construction Co's request for final payment in the amount of \$30,932.03.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Wayne Dunker".

Wayne Dunker MA, CPRP
Director of Parks & Recreation

Attachment – 1



FINAL PAYMENT REQUEST

TO: City Council

NAME OF PROJECT: Skate Park Renovation Phase I – Concrete & Fence

OWNER: CITY OF WASHINGTON

CONTRACTOR: KJ Unnerstall Construction Co.

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

Original Contract Price.....	\$95,871.75
Change Order.....	\$2,553.80
Contingency.....	\$0.00
New Contract Amount.....	\$98,425.55
Previous Payments.....	\$67,493.52
Final Payment.....	\$30,932.03

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____

AIA Type Document
Application and Certification for Payment

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: WA Skate Park Renovation
Washington, MO 63090

APPLICATION NO: 4 Retainage
PERIOD TO: 4/25/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	95,871.75
2. Net Change by Change Orders	\$	2,553.80
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	98,425.55
4. TOTAL COMPLETED AND STORED TO DATE	\$	98,425.55
5. RETAINAGE:		
a. _____ .00 % of Completed Work	\$	0.00
b. _____ 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	98,425.55
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	93,504.27
8. CURRENT PAYMENT DUE	\$	4,921.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,553.80	0.00
Total approved this Month	0.00	0.00
TOTALS	2,553.80	0.00
NET CHANGES by Change Order	2,553.80	

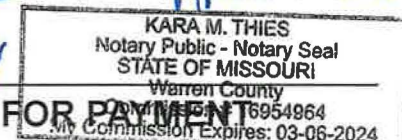
The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

By: [Signature] Date: 4/25/23
State of: Missouri

County of: Franklin
Subscribed and Sworn to before me this 25th Day of April 2023

Notary Public: [Signature]
My Commission Expires March 6, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): City Of Washington
 405 Jefferson St
 Washington, MO 63090

PROJECT: WA Skate Park Renovation
 Washington, MO 63090

APPLICATION NO: 4
PERIOD TO: 4/25/2023

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
 4923 South Point Rd
 Washington, MO 63090

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	MOBILIZATION		LS	\$0.00	\$0.00	.0000%	\$0.00	.0000%	\$0.00	\$0.00	.0000%	\$0.00		\$0.00
2	CONCRETE SLABS	10,975.000	SF	\$5.65	\$62,008.75	10,975.0000	\$62,008.75	.0000	\$0.00	\$0.00	10,975.0000	\$62,008.75	100.00	\$0.00
2	CONCRETE SLABS	407.000	SF	\$5.65	\$2,299.55	407.0000	\$2,299.55	.0000	\$0.00	\$0.00	407.0000	\$2,299.55	100.00	\$0.00
3	CONCRETE SIDEWALKS	720.000	SF	\$5.65	\$4,068.00	720.0000	\$4,068.00	.0000	\$0.00	\$0.00	720.0000	\$4,068.00	100.00	\$0.00
3	CONCRETE SIDEWALKS	45.000	SF	\$5.65	\$254.25	45.0000	\$254.25	.0000	\$0.00	\$0.00	45.0000	\$254.25	100.00	\$0.00
4	CHAINLINK FENCE	515.000	LF	\$53.00	\$27,295.00	515.0000	\$27,295.00	.0000	\$0.00	\$0.00	515.0000	\$27,295.00	100.00	\$0.00
5	PREP & REPAIR SPALLING SPOTS		LS	\$0.00	\$2,500.00	100.0000%	\$2,500.00	.0000%	\$0.00	\$0.00	100.0000%	\$2,500.00	100.00	\$0.00
REPORT TOTALS														
					\$98,425.55		\$98,425.55		\$0.00			\$98,425.55		
										\$0.00			\$0.00	



May 1, 2023

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

RE: Payment Request – Schulte Supply – Completed Project

Honorable Mayor and City Council:

The Water Department is asking for payment for the Water Line Improvement at Rabbit Trail. The water line was originally designed as an 8" line for the new development along Rabbit Trail. We negotiated with Northern Star Homes to increase the size of the water line to 12" in which the City will pay the difference. The materials for the 12" line were purchased through Schulte Supply and will cost \$49,666.90. The builder, Northern Star Homes, will compensate the City \$17,222.97 for the cost of materials for the original design of the 8" water line.

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

Respectfully submitted,

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

Kevin Quaethem
Public Works Superintendent



Invoice

PO Box 388
 Edwardsville IL 62025
 618-656-8383 Fax 618-656-8750

INVOICE DATE	INVOICE NUMBER
03/28/23	S1198176.001
REMIT TO: Schulte Supply Inc. PO Box 388 Edwardsville IL 62025	PAGE NO. 1

BILL TO:
 City of Washington, MO
 405 Jefferson Street
 Washington, MO 63090

SHIP TO:
 City of Washington, MO
 #4 Chamber Drive
 Washington, MO 63090

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
6260	DYLAN		Tom Brickey
WRITER	SHIP VIA	TERMS	SHIP DATE
Jeff Kinkel	OT OUR TRUCK	NET 30 DAYS	03/28/23
ORDER DATE			03/21/23

DESCRIPTION	ORDER QTY	SHIP QTY	Net Pkg	Ext Pkg
21-1200G 12 SDR21 Class 200 Gasketed Pipe 20' Lengths	1,000	1,000	35.750	35750.00
7571SS-12 Old8571SS-12 12" MJ R/S Gate Valve W/SS Hardware	3	3	2674.440	8023.32
1220-1212-D 12" MJ Tee	1	1	434.280	434.28
1220-1206-D 12" x 6" MJ Tee	5	5	294.690	1473.45
1212-1212-D 12" MJ 22 Elbow	3	3	226.070	678.21
UFR1500-12A-I New# UFR1500-ZA-12-I 12" Ford Universal Circle-Lock for C900 or SDR21 Pipe with Accessories	18	18	165.980	2987.64
562S Cast Iron Valve Box and Cover	4	4	80.000	320.00
On credit card purchases only, there will be a 3% convenience fee added for all invoices over \$5,000.00 or invoices paid after the invoice date.				

Subtotal	49666.90
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	49666.90

Invoice is due by 04/28/23.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to 1.50% late charge.



May 1, 2023

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

RE: Payment Request – The Pump Shop – Completed Project

Honorable Mayor and City Council:

The Wastewater Department is asking for payment for the rebuild of the West 5th Lift Station. The original bid for parts and labor to rebuild the lift station was quoted at \$45,620.00 with the addition of a freight charge of \$348.99. The total payment is \$45,968.99.

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

Respectfully submitted,

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

Kevin Quaethem
Public Works Superintendent

THE PUMP SHOP

MISSOURI MACHINERY & ENGINEERING CO.

1228 S. EIGHTH ST., ST. LOUIS, MO 63104
(314) 231-9806 www.mmeppumpshop.com

Ship To: WASHINGTON, CITY OF
405 JEFFERSON
WASHINGTON, MO 63090

Invoice To: WASHINGTON, CITY OF
405 JEFFERSON
WASHINGTON MO 63090

Attention: KEVIN QUATHAM

Branch ST. LOUIS		
Date 04/10/23	Time 10:52:17 (O)	Page 01
Account No WA2416	Phone No 6363901090	Inv No W02526
Ship Via SERVICE CALL	Purchase Order SIGNED PROPOSAL	
Terms		
Salesperson RMR / CCR		

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
001644	BARNES 15HP DUPLEX NGVHH150N2	X N/A		

SEGMENT# 1 C MATT N/A 12/27/22 12/27/22
FURNISH SERVICE CALL LABOR & MATERIAL TO REHAB LIFT STATION 48.00 HRS

COMPLAINT:

FURNISH SERVICE CALL LABOR & MATERIAL TO REMOVE OLD LIFT STATION COMPONENTS & REPLACE WITH NEW, INCLUDING PUMPS, BREAK-AWAY FITTINGS, CHECK VALVES, CONTROL PANEL, AND NECESSARY COMPONENTS TO IMPROVE STATION OPERATION & PIPE WORK.

CAUSE:

SIGNED PROPOSAL ACKNOWLEDGEMENT FOR CUSTOMER APPROVAL.

CORRECTION:

FURNISHED SERVICE CALL LABOR & MATERIAL TO DELIVER AND INSTALL PUMPS AND PANEL. CUT OUT EXISTING VALVE VAULT AND PLUMBED NEW VALVE VAULT IN ALL STAINLESS STEEL. REMOVED OLD BASE ELBOWS AND INSTALL NEW BASE ELBOWS WITH STAINLESS STEEL PLUMBING. PAINT INSIDE CORNERS OF BASE PLATES AND PUT CAULK UNDERNEATH BASE PLATE. FIRED UP SYSTEM AFTER WIRING. CHECKED FLOAT OPERATION. VERIFIED ELECTRICAL PERFORMANCE AND ROTATION IS GOOD - PIT PUMPS DOWN. TIGHTENED UP PLUMBING TO ALLEVIATE LEAKS FOUND AT START UP.

ADDITIONAL DESCRIPTION:

CITY OF WASHINGTON, MO

KEVIN QUATHAM 636-390-1030

BARNES 15HP DUPLEX GRINDER STATION

FRTPR FREIGHT P&S 2

ID30N0 FLOAT, BLUNT CUT 4

FLOAT, BLUNT CUT, 30", SOLO

IG7508840 CAULK INDOOR OU 3

CAULK INDOOR OUTDOOR, DOW 732 SEALANT

CONTINUED ON PAGE 02

X

Received By

Thank You For Your Business!

Th

THE PUMP SHOP

MISSOURI MACHINERY & ENGINEERING CO.

1228 S. EIGHTH ST., ST. LOUIS, MO 63104
(314) 231-9806 www.mmeumpshop.com

Ship To: WASHINGTON, CITY OF
405 JEFFERSON
WASHINGTON, MO 63090

Invoice To: WASHINGTON, CITY OF
405 JEFFERSON
WASHINGTON MO 63090

Attention: KEVIN QUATHEN

Branch ST. LOUIS		
Date 04/10/23	Time 10:52:17 (O)	Page 02
Account No WA2416	Phone No 6363901090	Inv No W02526
Ship Via SERVICE CALL	Purchase Order SIGNED PROPOSAL	
Terms		
		Salesperson RMR / CCR

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
001644		BARNES 15HP DUPLEX NGVHH150N2	X N/A	
IJ4A		FLOAT, HANGER, 30		1
		FLOAT, HANGER, 304 S/S, HALLIDAY		
ISSPA312		SHACKLE, 1/4		4
ISSPC250		SHACKLE, 1/4		
		CHAIN, STAINLESS		20
I7039		CHAIN, STAINLESS STEEL, 316, 1/4		
		WEIGHT FOR FLOA		4
		WEIGHT FOR FLOAT CABLE ID30N0 & ID30N011		
NBG-2-1/2		BOLT KIT		2
NBG-4		4 FASTENER KIT		2
		4 FASTENER KIT		
N30FGG		GASKET, RING, 3		2
		GASKET, RING, 3" KLINGERSIL C4401-1/16		
N40FGG		GASKET, RING, 4		4
		GASKET, RING, 4" -KLINGERSIL C4401-1/16		
SLST304SS158		1-5/8" STRUT		10 S
SS SHEET		SS SHEET		132 N
SSF304U2		2" SST UNION		4 N
SSF30412		2" SST 90 ELBOW		4 N
SSN3042-212		2"XSHLDR SST NI		2 N
SSN3042-3		2"X3" SST NIPPL		8 N
SSW304TF2-9		4" 150LB FLANGE		2 N
12"X48"X5/8" SS PLATE		SS PLATE		1 N
125497XC		POWER CABLE		2 S
		30 FT LENGTH		
127304		BAF-3030		2 N
141375N		NGVHH150N2		2 N
15HP-460V/3PH-DUPLEX-CCP		DUPLEX PANEL		1 N
2" SS PIPE		2" SS PIPE		60 N
		2" X 0.154" WLD A312 304/L PE SRL		

CONTINUED ON PAGE 03

X

Received By

Thank You For Your Business!

7h

THE PUMP SHOP

MISSOURI MACHINERY & ENGINEERING CO.

1228 S. EIGHTH ST., ST. LOUIS, MO 63104
 (314) 231-9806 www.mmepumpshop.com

Ship To: WASHINGTON, CITY OF
 405 JEFFERSON
 WASHINGTON, MO 63090

Invoice To: WASHINGTON, CITY OF
 405 JEFFERSON
 WASHINGTON MO 63090

Attention: KEVIN QUATHEN

Branch ST. LOUIS		
Date 04/10/23	Time 10:52:17 (O)	Page 03
Account No WA2416	Phone No 6363901090	Inv No W02526
Ship Via SERVICE CALL	Purchase Order SIGNED PROPOSAL	
Terms		
		Salesperson RMR / CCR

SERVICE INVOICE

STK#/FLEET#		HRS	PIN/EIN	WARRANTY DATE	HRS
001644	BARNES 15HP DUPLEX NGVHH150N2		X N/A		
2X4X3.16	ALUMINUM		ALUMINUM	9 N	
2X4X3.16	ALUMINUM		ALUMINUM TUBING	9 N	
2206			8-MAY	16 N	
2215			5/8"X3" SST BOLT	16 N	
26516			3X2 SS BUSHING	2 N	
26698			ss thrd flange	2 N	
3000012			134202 BARNES	2 N	
	BARNES #134202, BAF-3X3 BREAK AWAY FITTING FOR 3" HORIZONTAL FLANGED PUMP DISCHARGE AND RISER PIPE. UPPER BRACKET INCLUDED				
544705			2" THRD BALL VA	2 N	
579935			2" CHECK VALVE	2 N	
				PARTS	40340.00
				LABOR	5280.00
11600001				SEGMENT TOTAL==>	45620.00

***** WORK ORDER TOTALS *****

PARTS	40340.00
LABOR	5280.00
FREIGHT INBOUND	348.99
CUSTOMER TOTAL	45968.99

C. COURVILLE

TERMS: NET 30 DAYS

X

Received By

Thank You For Your Business!

7h

TERMS AND CONDITIONS

FORMATION OF CONTRACT AND MODIFICATIONS

All orders are subject to acceptance by Seller, are not valid unless officially acknowledged in writing by Seller and are subject to correction of stenographic errors. The Seller's Proposal, Buyer's Acceptance and Seller's Sales Order Acknowledgement shall constitute the entire contract between Buyer and Seller. This contract supercedes any and all prior negotiations and any oral agreement or written agreement made or sent relating to this sale to Buyer of any product described herein. This contract may not be altered or amended except by writing signed by both Seller and Buyer. Seller specifically objects to the inclusion of any additional or different terms and Buyer's acceptance of the offer made in the proposal and to the inclusion of any additional or different terms from those stated in Seller's Sales Order Acknowledgement. Failure of Seller to exercise any of Seller's rights under this contract upon one occasion shall not waive Seller's right to exercise the same on another occasion. Agents and sales representatives of Seller have no authority to make any representations not included herein, and any such representations should not be relied on by Buyer.

PRICE:

Unless otherwise noted, all prices are exclusive of any sales or use tax which are now in force or may be made effective in the future by any local, state or federal government. Buyer will pay all such taxes.

PAYMENT TERMS:

Unless otherwise noted on the reverse hereof, Seller's terms are 30 days net from invoice date. A late payment charge equal to 1 1/2% per month 18% Annual Rate will be assessed on the balance of all accounts more than 30 days past due. Buyer agrees to pay all costs, including attorney's fees, arising from the collection of past due accounts. If Buyer fails to pay any invoice when due or otherwise fails to pay any invoice in accordance with the terms which it owes to Seller, Seller may defer shipment, alter payment terms or terminate any contract resulting from Seller's Proposal, Buyer's acceptance and Seller's Sales Order Acknowledgement. Seller may require cash payment or satisfactory security for future deliveries if Buyer's financial responsibility becomes unsatisfactory to Seller or if Buyer fails to pay any invoice when due.

COMMERCIAL IMPRACTICABILITY:

Seller shall not be liable to Buyer should performance hereunder become commercially impracticable due to any contingency beyond Seller's reasonable control, including, without limitation, acts of God, fires, floods, wars, sabotage, civil unrest, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, without limitation, priorities, requisitions, allocation in price adjustment restrictions), inability to obtain material, equipment or transportation, incorrect, delayed or incomplete specifications, drawings or data supplied by Buyer or others, or any similar or different contingency.

In no event shall Seller be obligated to purchase goods from others to enable it to deliver pursuant to any contract.

BREACH OF CONTRACT:

In the event of any breach or cancellation by Buyer of any contract, Buyer shall pay all damages, expenses, and losses, direct or indirect, including attorney's fees and costs of collection, incurred by Seller. In addition, upon cancellation by Buyer, Buyer shall pay all engineering, labor and material costs incurred by Seller.

SHIPMENT TERMS:

Shipments are F.O.B. Seller's place of business. Unless otherwise agreed upon on the reverse hereof, transportation expenses are prepaid and charged to Buyer. Title and risk of loss on all goods sold hereunder shall pass to Buyer upon Seller's delivery to carrier at shipping point. Seller may ship the goods in any commercially reasonable way, and Seller shall not be responsible for selecting the least expensive or fastest routing. Transportation damage must be claimed against the carrier by Buyer. All delivery information and shipping dates are estimated and Seller shall not assume any liability for damages, consequential, incidental or otherwise resulting from any delays that may occur.

In the event that Buyer requests or instructs that a shipment be delayed beyond the date agreed upon, Buyer shall pay for all transportation and storage charges, together with any extra handling costs and all other expenses Seller incurred by reason of such delay.

NEW EQUIPMENT AND PARTS - LIMITED WARRANTY:

New equipment and parts are not manufactured by Seller. Seller does not make any representation or warranty, expressed or implied, as to the new equipment or parts provided by the manufacturer, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO NEW EQUIPMENT AND PARTS, ANY WARRANTY EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE MANUFACTURER'S WRITTEN WARRANTY, IF ANY. Copies of such written warranties will be available to Buyer upon request. Under no circumstances and in no event shall Seller be liable for incidental or consequential damages for lost profits, lost sales, injuries to persons or property, or any other incidental, consequential, special, indirect or exemplary damages of any kind.

USED EQUIPMENT AND PARTS - DISCLAIMER OF ALL WARRANTIES:

ALL USED EQUIPMENT AND PARTS ARE SOLD AS IS AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Under no circumstances and in no event shall Seller be liable for incidental or consequential damages for lost profits, lost sales, injury to persons or property, or any other incidental, consequential, special, indirect or exemplary damages of any kind.

FLOATING FOUNTAINS - LIMITED WARRANTY:

Seller warrants only the floating fountains against defects in materials and workmanship appearing to Buyer within one year of delivery and communicated in writing to Seller no later than 13 months from the date of delivery. Within a reasonable time after such notification, Seller will repair the merchandise, using either new or replacement parts, or replace the merchandise. If Seller is unable to repair the merchandise after a reasonable number of attempts, Seller will provide either a refund of the purchase price or a replacement unit at Seller's discretion. This warranty includes only parts and labor for repairs, or replacement, if necessary. Seller in no case shall be liable for service time, travel expenses, transportation and shipping costs and removal and reinstallation of merchandise; all such costs shall be borne by Buyer. Seller shall have no warranty obligation under this contract if the merchandise has been subjected to abuse, misuse, negligence, accident, improper service, improper installation (unless performed by Seller) or damaged during shipment. There are no other warranties which extend beyond the description on the face hereof and the warranty described in this paragraph shall be IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER AND BUYER UNDERSTAND AND AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE MERCHANDISE OR A REFUND OF THE PURCHASE PRICE AT THE SELLER'S DISCRETION. Buyer understands and agrees that no other remedy including, but not limited to, incidental or consequential damages for loss of profits, loss of sales, injuries to persons or property, or any other incidental or consequential loss shall be available to buyer.

LIMITED WARRANTY - REPAIRS:

Seller warrants that repairs performed by Seller shall be free from defects in materials and workmanship for 90 days from delivery to Buyer. This warranty applies only to repairs performed by Seller. This warranty does not apply to merchandise which has been subjected to abuse, misuse, negligence, accident, improper service, improper installation (unless performed by Seller) or damaged during shipment. This warranty includes parts and labor for repairs only. In no case shall Seller be liable for service time, travel expenses, transportation and shipping costs and removal and reinstallation of merchandise. There are no other warranties which extend beyond the description on the face hereof and the warranties described in this paragraph shall be IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller and Buyer agree that Buyer's sole and exclusive remedy against Seller shall be for the repair or replacement of defective parts. Buyer understands and agrees that no other remedy including, but not limited to, incidental or consequential damages for loss of profits, loss of sales, injuries to persons or property, or any other incidental or consequential loss shall be available to Buyer.

ELECTRICAL FOUNTAIN EQUIPMENT

All electrical fountain equipment will be installed in compliance with Section 680 of the National Electrical Code and all Code requirements. This shall include the use of ground fault circuit interrupters on each branch circuit under water electrical fountain equipment above 15 volts.

GOVERNING LAW:

This contract shall be governed by and construed in accordance with the Uniform Commercial Code as in effect in Missouri, except as provisions of such Code are herein modified.

NOTICE TO OWNER:

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

Th

THE PUMP SHOP

MISSOURI MACHINERY & ENGINEERING CO.

CONDITIONAL WAIVER AND RELEASE

Upon receipt by the undersigned of a check from **City of Washington**, in the amount of **\$45,968.99 (invoice #W02526)** for payable to Missouri Machinery & Engineering and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job, covers payment for labor, services, equipment, or material only and does not cover any retention or items furnished after said date. Before any recipient of this document relies on it, said party should verify evidence of any payment to the undersigned.

Missouri Machinery & Engineering

Date: 04/17/2023

Signature: Kerry Friedman

Title: President

State: Missouri
County: City of St. Louis

On this **14th** day of **April 2023** before me appeared **Kerry Friedman** to me personally known, who being by me duly sworn, did say that he is the President of Missouri Machinery & Engineering and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation, by authority of its Board of directors and said **Kerry Friedman** acknowledges said instrument to be the free act and deed of said corporation.



By: Judith Ann Royce
Notary Public

My Commission expires: 11/30/2025

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

Historic Preservation Month

May 2023

WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973 as a way to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, the historic houses and buildings of Washington help make our City unique and provide links with aspirations and attainment of the City's pioneers and their descendants, and strengthens the enduring bond between past and present; and

WHEREAS, Historic Preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the theme for 2023 "People Saving Places" is a national high-five to everyone doing the great work of saving places, in ways big and small, and inspiring others to do the same.

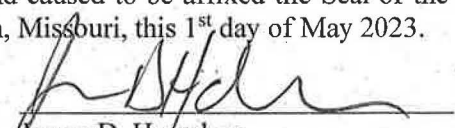
NOW, THEREFORE, I, James D. Hagedorn, Mayor of Washington, Missouri, do hereby proclaim May 2023 to be

Historic Preservation Month

in the City of Washington, Missouri, and call upon the people of Washington to join their fellow citizens across the United States in recognizing and participating in this special observance.



In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 1st day of May 2023.


James D. Hagedorn
Mayor

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

DAY OF PRAYER

WHEREAS, Throughout the history, Americans have lifted up fervent prayers to God on behalf of our nation. From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, "the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the word..." and carried on to present day in Presidential Proclamations such as last year's invitation to "join him in asking for God's continued guidance, mercy, and protection"; and

WHEREAS, A National Day of Prayer has been a part of our heritage since it was declared by the First Continental Congress in 1775 and a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and later amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, in our state and across America, the observance of the National Day of Prayer will be held on Thursday, May 4, 2023, with the theme "Pray Fervently in Righteousness and Avail Much"; and

WHEREAS, every first Thursday on the National Day of Prayer we not only express our faith and exercise our freedom in prayer but unite our hearts and voices in personal prayer and public gatherings throughout our City and across our America with fervent praise, repentance, love and humble intercession for our neighbor and nation.

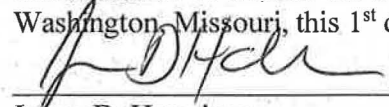
Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington do hereby proclaim May 4, 2023, as a

DAY OF PRAYER

throughout the City of Washington and I commend this observance to all our citizens.



In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 1st day of May 2023.


James D. Hagedorn
Mayor

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

National Police Week

May 14-20, 2023

Whereas, in 1962 President John F. Kennedy signed a proclamation which designated May 15th as Peace Officers' Memorial Day and the week in which it falls as National Police Week; and

Whereas, the members of the law enforcement agency of the City of Washington play an important role in safeguarding the rights and freedoms of the citizens of our community; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the weak against oppression; and

Whereas, the Police Department of the City of Washington has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service; and

Whereas, U.S. flags are to be flown at half-staff on Peace Officer's Memorial Day May 15th in tribute to those peace officers that have made the ultimate sacrifice in the line of duty.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri call upon all citizens of Washington and upon all patriotic, civic and educational organizations to observe the week of May 14-20, 2023, as National Police Week with appropriate ceremonies and observances in which all our citizens may join in commemorating police officers past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to this community and in doing so have established for themselves a desirable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Washington, Missouri to observe May 15, 2023, as Peace Officers' Memorial Day in honor of those peace officers who through their courageous deeds have lost their lives or have become disabled in the performance of duty.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 1st day of May 2023.



James D. Hagedorn
Mayor

2023 COUNCIL COMMITTEE LIAISON ASSIGNMENTS

Traffic Committee Chad Briggs Duane Reed	Tree Board Mark Hidritch
Fire Department Mike Coulter Jeff Patke	Historic Preservation Commission Al Behr Jeff Patke
Downtown Core Mike Coulter Mark Wessels	Library Chad Briggs Joe Holtmeier
353 Redevelopment Al Behr Joe Holtmeier	Tourism Commission Mark Wessels
Washington Transportation Committee Mike Coulter Joe Holtmeier	Finance Committee Mark Wessels
Airport Al Behr Joe Holtmeier	Public Works Chad Briggs Mike Coulter
Storm Water Committee Mark Hidritch Duane Reed	Solid Waste Mike Coulter Mark Wessels
Parks Al Behr Jeff Patke	Safety Committee Mark Hidritch Duane Reed



April 20, 2023

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to
the Board of Adjustment:

Samantha Cerutti Wacker (alternate) – term expiring May 2028

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J D Hagedorn".

James D. Hagedorn
Mayor



April 20, 2023

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to
the Planning and Zoning Commission:

Rocco Gonzalez – term expiring April 2027

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. D. Hagedorn", is written over a light blue horizontal line.

James D. Hagedorn
Mayor



April 12, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

File No. 23-0401-1322 E. Fifth Street-Rezoning from R-1B, Single Family to C-1, Light Commercial

Dear Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on April 12, 2023 the above mentioned rezoning was approved with a 5-2 in favor vote.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: April 12, 2023

Re: File # 230401

Synopsis: The applicant is requesting approval of a rezoning of 1322 E 5th Street from R-1B Single Family Residential to C-1 Light Commercial

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

Analysis:

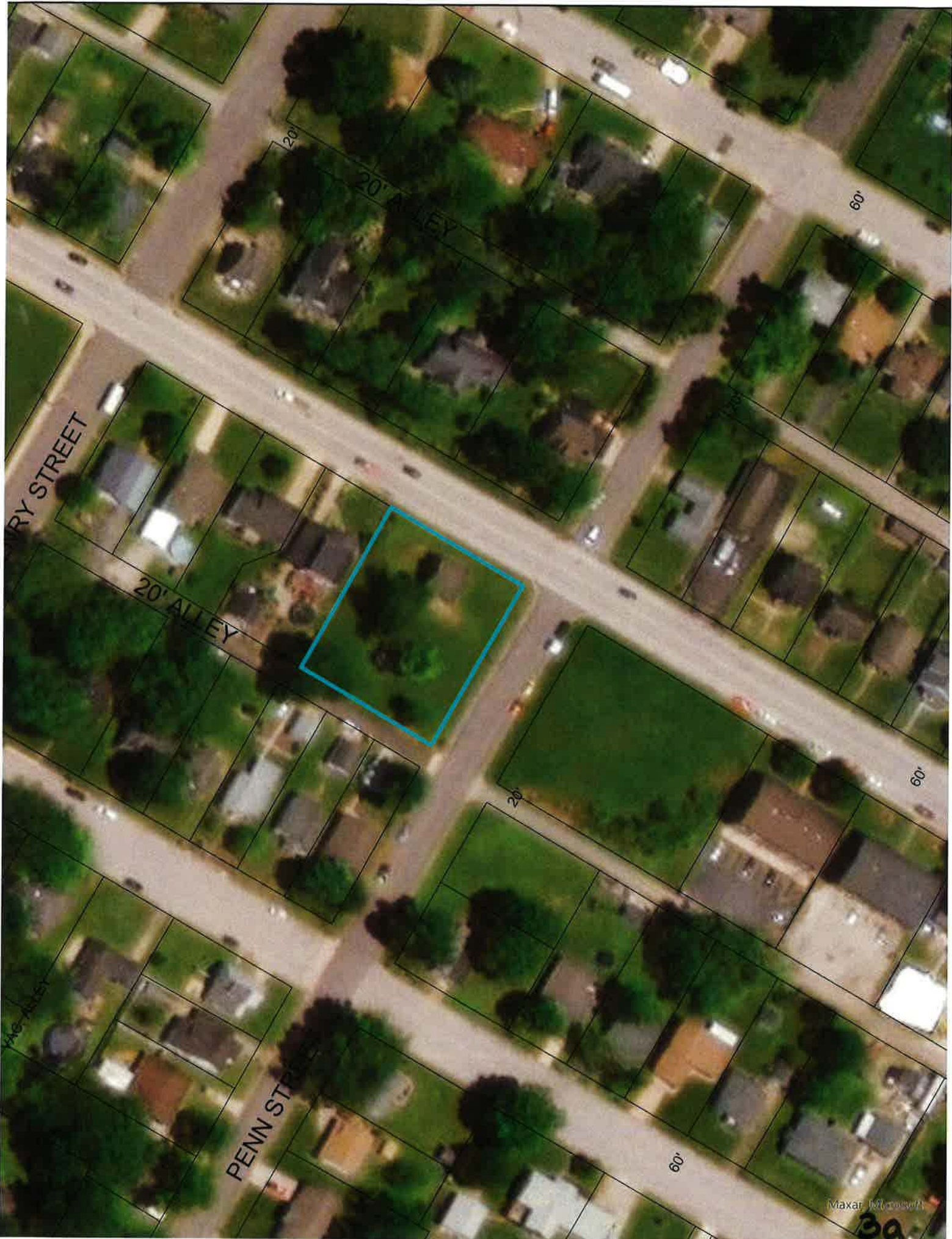
The applicant has requested to rezone a corner lot at the southwestern intersection of East Fifth Street and Penn Street from R-1B Single Family Residential to C-1 Light Commercial. The subject property is approximately 0.5 acres in size with 18,000 sq. ft and has access from 5th Street, Penn Street, and an existing alley to the rear. The property currently has a vacant home on it.

The 5th Street corridor is often mixed use; however, this portion is primarily residential. Directly across the street there is a grandfathered office building but even that is zoned R-1B Single Family Residential. In 2021, the property owner across the street at 5th and Penn requested to have their lot rezoned from R-3 Multi Family Residential to C-1 Light Commercial. At the time, Staff recommended denial of the rezoning, however it was approved by City Council.

Staff's recommendation remains that same that the existing zoning is more appropriate given the surrounding uses, however, it is worth noting that since the previous rezoning was granted across the street, this intersection could become commercial. Staff believes highest and best use would be for the property on the other side of the street to revert back to Multi-Family Residential and this property remain single family, with the acknowledgement that the existing and proposed zoning could potentially be properly developed to not detriment the surrounding properties.

Recommendation:

Staff recommends denial of a request to rezone 1322 East 5th Street from R-1B Single Family Residential to C-1 Light Commercial.



RY STREET

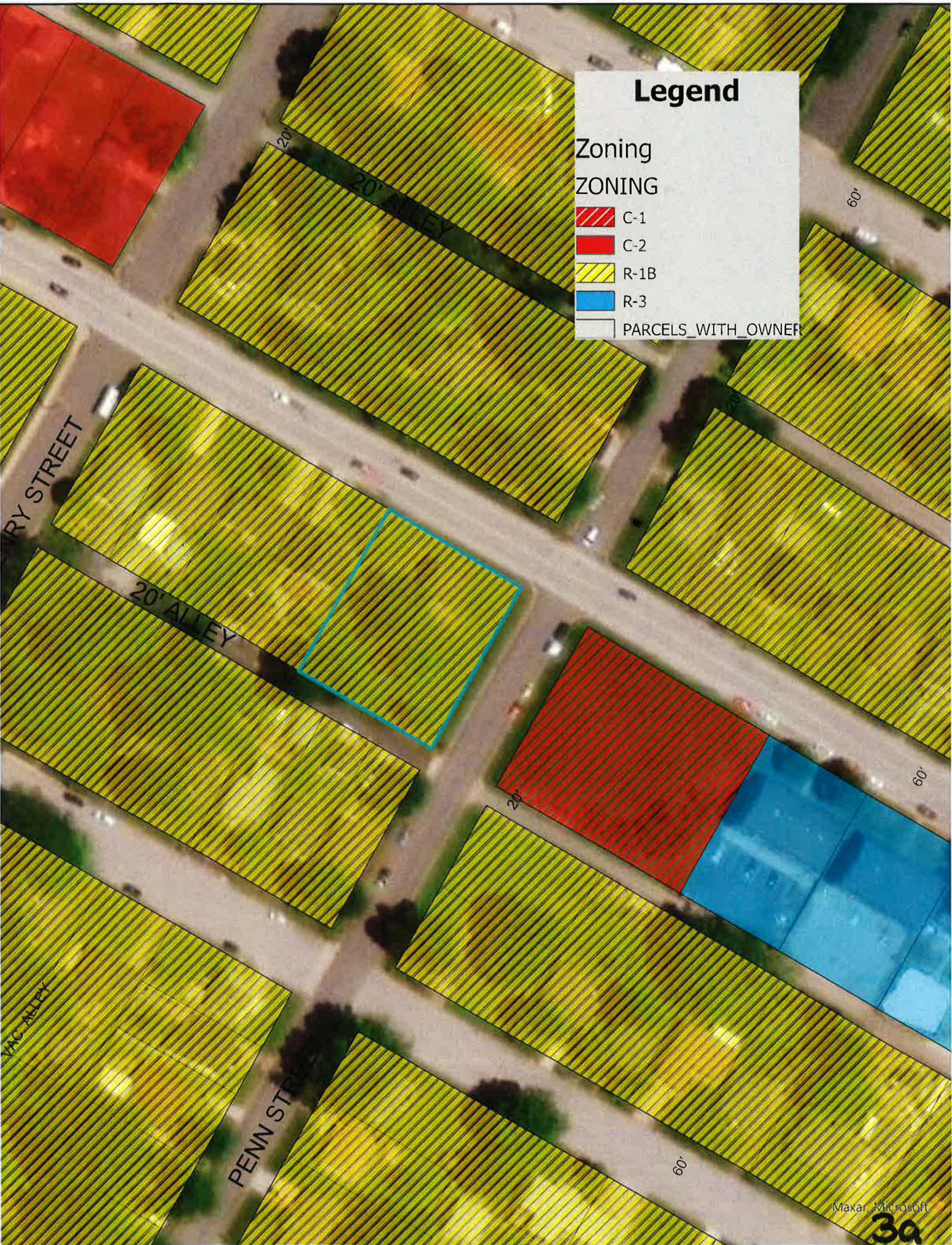
20' ALLEY

20' ALLEY

PENN ST

Maxar






3a



Legend

Zoning

ZONING

-  C-1
-  C-2
-  R-1B
-  R-3
-  PARCELS_WITH_OWNER

RY STREET

20' ALLEY

VAC ALLEY

PENN ST

23-0401

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

Applicant Information for Rezoning Land

Please print:

Site Address: 1322 East 5th St.

Lot # 1, 2 & PT 3 Subdivision: Hahne Field

PID# 1062303010092000

Applicant Name Cowboy's Holdings, LLC Daytime phone 636-544-8829 ^{Angie}

Address of Applicant 101 Skyview Ln. Labadie mo 63055

Name of Owner Larry "Cowboy" Proemsey Daytime phone 314-422-7541

Address of Owner (if different from Applicant) Same

Site Information

Address or Legal: 1322 East 5th St, Washington mo 63090

Current Zoning: R-1B Lot Size: 18,731 sq FT

Existing Land Use: _____

Proposed Zoning and Intended Use of Property: C-1 or Residential/Comm Overlay

Surrounding Land Use

North R-1B South R-1B

East C-1 West R-1B

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

[Signature] Signature of Applicant Date 2/11/2023

Signature of Landowner (if different) Date

Rezoning 1322 E fifth Street

Good evening, I am Steve Wilmesherr I live at 1318 east fifth street adjacent to the property requested to be rezoned from Residential to Commercial. My house was built in 1928 by my grandfather I have lived in it for well over 35 years. Many years ago, I was here objecting another request to rezone the same property to commercial. I object to this request on three issues, first value of my property and that of my neighbors, safety concerns of the neighborhood and the continuity of the neighborhood.

If the property was rezoned commercial it will hurt the value of my home and that of my neighbor's property. The last information I had on the use of the property was that it was going to be developed into a bed and breakfast. I was okay with that since the property has plenty of room for parking and activities there wouldn't be bothersome since we are on Fifth street with all the traffic. I have friends that live near a bed and breakfast that have had issues with them, they mentioned having their driveway blocked and loud parties. After the hold was put on permitting more bed and breakfasts, the houses windows were boarded up. Before that the house without close examination didn't look unoccupied. Now with it boarded up looks like another derelict property which greatly devalues my property and my neighbors, my neighbors across the street agree. If this property was rezoned to commercial no matter what the use is, it will devalue surrounding residential properties.

Safety- My safety concerns are for increased traffic around this block and security of an unattended building during off hours. I have seen this neighborhood change from mostly retired residents to now a neighborhood full of kids. The immediate two block area around this property has a dozen or more kids 2nd graders to high school aged. They ride bikes, scooters, and hover boards on Sixth street the alley and Henry and Penn streets to and from ball field. A commercial building, I believe will not help issues we already have. The last few years we have had on going issues with foot traffic on fifth the alley and sixth street. The traffic is from individuals going back on forth from the gas stations on fifth street by the hospital. I found one subject in my garage gathering up some of my tools he ran to the apartments east of me. I contacted Washington PD. They quickly responded and had an idea who it was. Another incident occurred in front of my house, a person riding a bike was carrying shopping bags with quart containers of beer, he lost his balance and hit my parted vehicle. I arrived home one day and a couple had laid out a blanket on my yard and were sharing a bottle of gin they quickly left. I did not report these incidents because I am retired law enforcement and I know the issues law enforcement has with these individuals. We just all keep a close eye on our kids when they are out. Now that spring has arrived the number of single serve alcohol plastic containers, I find in my yard is increasing.

The property in questioned when it was purchased was zoned residential so I believe it should remain \that way, it would be the only commercial lot in the whole block.

Thank you

Steve Wilmesherr 314- 313-2937 swilm43@sbcglobal.net

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REZONING 1322 EAST FIFTH STREET FROM R-1B SINGLE FAMILY RESIDENTIAL TO C-1 LIGHT COMMERCIAL IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application has been filed with the City of Washington, Missouri to rezone 1322 East Fifth Street from R-1B Single Family to C-1 Light Commercial; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on May 1, 2023, notice of said hearing having been duly published in the "Washington Missourian"; and

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

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

SECTION 1: The above-described property is hereby removed from the R-1B, Single Family and moved to C-1, Light Commercial.

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: _____

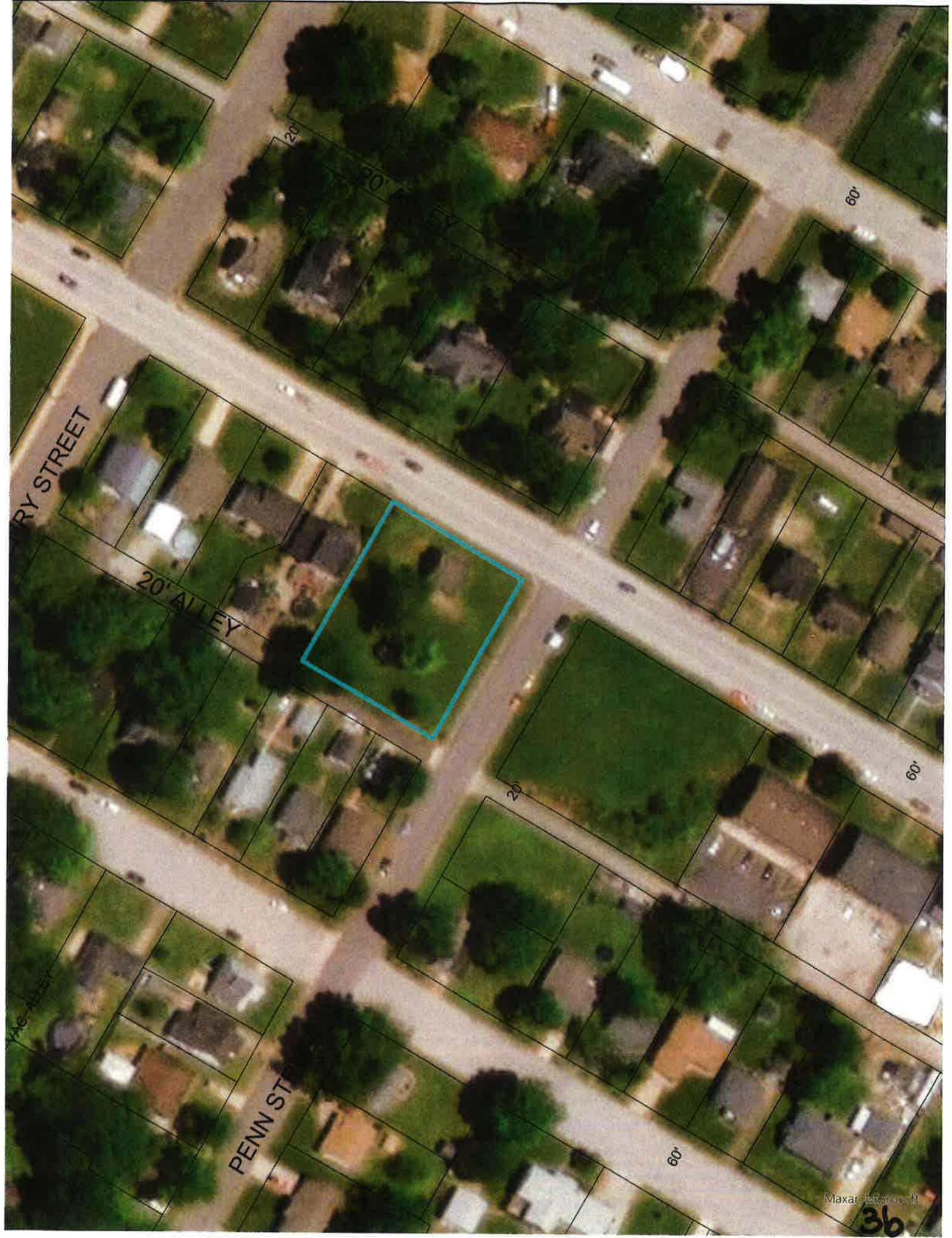
ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



RY STREET

20' ALLEY

PENN ST

20' ALLEY

60'

60'

60'

Maxar

36



April 12, 2023


Mayor & City Council
City of Washington
Washington, MO 63090

File No. 23-0402-309 & 313 Rezoning from R-3, Multi Family to R-1C, Single Family Attached

Dear Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on April 12, 2023 the above mentioned rezoning was approved with a unanimous vote.

Sincerely,


Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: April 12, 2023

Re: File # 23-0402 – Meriwether Estates – Rezoning 309 and 313 Coulter Court

Synopsis: The applicant is requesting to rezone 309 and 313 Coulter Court in the Meriwether Estates Subdivision from R-3 Multi-Family Residential to R-1C Single Family Attached.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Commercial Property	C-2
South	Single and Two Family Residences	R-1A, R-1C
East	Two Family Residences	R-1C
West	Two Family Residences	R-1C

Analysis:

The applicant is wishing to rezone the subject property from R-3 Multi-Family Residential to R-1C Single Family attached. The neighborhood was constructed prior to the existence of the R-1C Single Family Attached zone district and the owners would like to rezone the properties in order to subdivide them for possible individual sale. The surrounding properties are all either single family or two family structures, and a number of duplexes in Meriwether Estates have already had R-1C rezoning approved. Granting the request would not detriment the surrounding properties and would place the properties in the correct district.

Recommendation:

Staff recommends approval to rezone 309 and 312 Coulter Court from R-3 to R-1C Single Family Attached.

100

COULTER COURT

50'

50'

3C

Legend

Zoning


ZONING

 C-2

 R-1A

 R-1C

 R-3

 PARCELS WITH OWNER

COULTER COURT

50'

50'

3c

23-0402

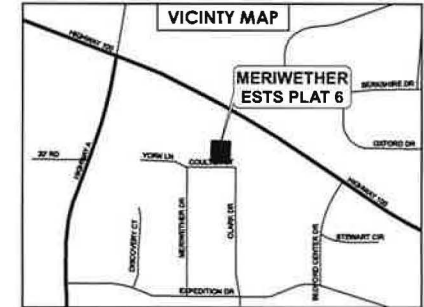
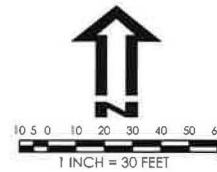
MERIWETHER ESTATES PLAT 6

A RESUBDIVISION OF UNITS 6A & 6B OF AMENDED LOT 6 REVISED MERIWETHER ESTATES CONDOMINIUMS, LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

Common wall agreement

The undersigned are the owners of Lots 6A and 6B of "Meriwether Estates Plat 6" as shown on the plat recorded herewith and do hereby acknowledge and agree that inasmuch as the individual lot owners identified herein share a common wall with adjoining lot owners, they hereby each grant and convey an easement for the common wall with equal rights and responsibilities therefor. Said easements shall run with and attach to the lots identified above. The owners of each property shall have a perpetual easement in and to that part of the adjoining property on which the common wall is located, for party wall purposes, including mutual support, maintenance, repair and inspection. In the event of damage to or destruction of the common wall from any cause, the owners, at their joint expense, shall repair or rebuild said common wall. Each owner shall have the right to the full use of any common wall so repaired and rebuilt. Notwithstanding anything contained above to the contrary, if the negligence, willful act or omission of any owner or his or her family, or agent or invitee shall cause damage to or destruction of the common wall, such owners shall bear the entire cost of the repair or the reconstruction. An owner who by his or her negligent or willful act causes the common wall to be exposed to the elements shall bear the full cost of furnishing the necessary protection against such elements as well as the cost of repairing any degradation and damage to the building or its components.

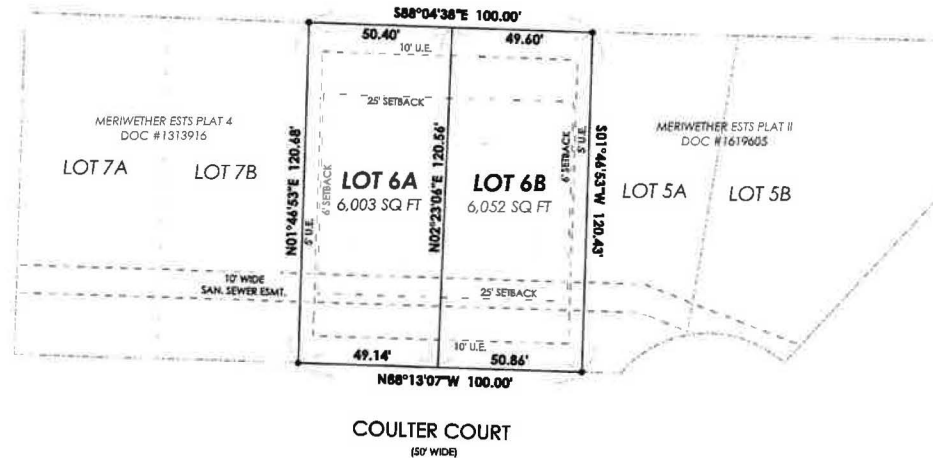
NIF
JOHNSTON HOLDINGS LLC
DOC #2110387



Certificate of Ownership

We, the undersigned owners of the tract of land shown hereon have caused the same to be surveyed and subdivided in the manner shown and said subdivision shall henceforth be known as "MERIWETHER ESTATES PLAT 6". The utility easements shown hereon are hereby dedicated for the use, installation and maintenance of public utilities.

LINDA PRITCHETT _____ DATE _____
JAMES PARSONS _____ DATE _____
CATHERINE PARSONS _____ DATE _____



Legal Description of Meriwether Estates Plat 6

A tract of land located in the Southwest quarter of the Northwest quarter of Section 27, Township 44 North, Range 1 West of the Fifth P.M., in the City of Washington, Franklin County, Missouri, being Units 6A & 6B of Amended Lot 6 Revised Meriwether Estates Condominiums, as recorded in Plat Book P, Page 1003, in the Franklin County Recorder of Deeds office.

Containing 12,055 square feet.

Subject to any and all easements, restrictions, conditions, etc. of record.

NOTES:

1. North derived from the bearings of record of the plat of Amended Lot 6 Revised Meriwether Estates Condominiums, as recorded in Plat Book P, Page 1003, in the Franklin County Recorder of Deeds office.
2. Deeds of record for the subject property are Documents #0806917, #1306347 and Book 1026 Page 515, as recorded in the Franklin County Recorder's Office.
3. Property is zoned R-3.
4. This survey meets the Accuracy standards for "Urban Property".
5. Subject to any and all easements, restrictions, conditions, etc. of record.

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 official seal.

Notary Public
Print Name: _____
My commission expires: _____

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 official seal.

Notary Public
Print Name: _____
My commission expires: _____

I, Douglas Trenlmann, Collector of Revenue for Franklin County, Missouri, first being sworn depose and say that I am familiar with the land belonging to Linda Pritchett, James Parsons and Catherine Parsons and subdivided as "Meriwether Estates Plat 6" and further state that there are no delinquent tax assessments on the aforesaid land shown due Franklin County.

Douglas Trenlmann Collector of Revenue
Franklin County MO

I, Sheri Klekamp, City Clerk for and within the City of Washington, Missouri do certify that the above plat of MERIWETHER ESTATES PLAT 6 was approved by the City of Washington, Missouri by _____

Ordinance No _____ Passed and approved the _____ day of _____

Sheri Klekamp
City Clerk, City of Washington, MO

MERIWETHER ESTATES PLAT 6

A RESUBDIVISION OF UNITS 6A & 6B OF AMENDED LOT 6 REVISED MERIWETHER ESTATES CONDOMINIUMS, LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

SURVEY PREPARED FOR: LINDA PRITCHETT AND JAMES & CATHERINE PARSONS
SITE OF SURVEY: 309/313 COULTER CT WASHINGTON MO 63090
DATE OF DRAWING: 03/23/2023

State of Missouri)
County of Franklin)

This is to certify to Linda Pritchett and James & Catherine Parsons, that we have during the month of March, 2023, executed a survey and resubdivision of a tract of land being Units 6A & 6B of Amended Lot 6 Revised Meriwether Estates Condominiums, in the City of Washington, Franklin County, Missouri. To the best of my knowledge and belief this plat represents a true and accurate record of said survey and was executed in accordance with the current "Minimum Standards" for Property Boundary Surveys of the Missouri Department of Insurance, Financial Institutions and Professional Registration, Division of Land Survey. Witness my original signature and seal this 21st day of March, 2023.



Kurt J Muser PLS #1852
Professional Land Surveyor State of Missouri
PO Box 343 Washington MO 63090

MUSER AND ASSOCIATES LAND SURVEYING
KURT MUSER REGISTERED LAND SURVEYOR
204 OAK ST WASHINGTON MO 63090
636-239-1247



3c

23-04102

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

PRELIMINARY PLAT APPLICATION

Date: 03/23/2023

Applicant Information:

Name: Jeff Jasper Phone: (417) 276-1212

Address: 6200 W 126th Street, Overland Park, KS 66209

Do you own the subject property? Yes No
If not, please provide ownership information here:

Name: Linda Pritchett Phone: (636) 221-8022

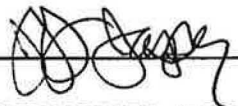
Address: 309 Coulter Court, Washington, MO 63090

Name of Proposed Subdivision: MERIWETHER EST CAM L

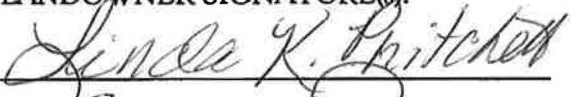
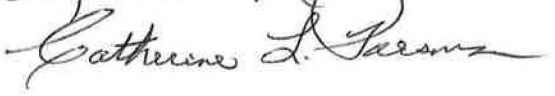
Number of Lots Proposed: 2 Zoning District(s): R-3

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

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

APPLICANT'S SIGNATURE:


APPLICANT/COMPANY NAME (Printed):
Jeff Jasper

LANDOWNER SIGNATURE(s):



LANDOWNER NAME (Printed):
Linda Pritchett

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

Applicant Information for Rezoning Land

Please print:

Site Address: 309 Coulter Court

Lot # 6A Subdivision: MERIWETHER EST CAM L

PID# 10-8-27.0-2-015-033.111

Applicant Name Jeff Jasper Daytime phone (417) 276-1212

Address of Applicant 6200 W 126th Street, Overland Park, KS 66209

Name of Owner Linda Pritchett Daytime phone (636) 221-8022

Address of Owner (if different from Applicant) 309 Coulter Court, Washington, MO 63090

Site Information

Address or Legal: 309 Coulter Court, Washington, MO 63090

Current Zoning: R-3 Lot Size: 6003 sq ft

Existing Land Use: Residential

Proposed Zoning and Intended Use of Property: Residential

Surrounding Land Use

North Residential South Residential

East Residential West Residential

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


Signature of Applicant _____ Date 03/23/2023


Signature of Landowner (if different) _____ Date 3-24-23


Signature of Landowner (if different) _____ Date _____

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REZONING 309 & 313 COULTER COURT FROM R-3 MULTI FAMILY TO R-1C SINGLE FAMILY ATTACHED IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application has been filed with the City of Washington, Missouri to rezone 309 & 313 Coulter Court from R-3 Multi Family to R-1C Single Family Attached; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on May 1, 2023, notice of said hearing having been duly published in the "Washington Missourian"; and

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

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

SECTION 1: The above-described property is hereby removed from the R-3, Multi Family and moved to R-1C, Single Family Attached.

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

100



COULTER COURT

50'

50'

3d

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON SPECIAL ROAD DISTRICT

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 Cooperative Agreement for Road Improvement for a Section of South Point Road by and between the City of Washington, Missouri and the Washington Special Road District, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT

I

COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD

THIS COOPERATIVE AGREEMENT FOR ROAD IMPROVEMENT FOR A SECTION OF SOUTH POINT ROAD ("AGREEMENT"), is made and entered into as of the ____ day of _____, 2023 (the "Effective Date"), by and between the City of Washington, Missouri, a Missouri municipal corporation ("City"), and Washington Special Road District ("District"). Each of the City and the District is a "Party" and collectively, they are the "Parties."

W I T N E S S E T H:

WHEREAS, the City is a third-class city and municipal corporation of the State of Missouri; and

WHEREAS, the District is a special road district located in the County of Franklin, Missouri, a first-class non-charter county, (the "County") which includes all of the territory included in the City limits as well as additional territory located outside of the City and within the County; and

WHEREAS, the District shall have sole, exclusive and entire control and jurisdiction over all public highways within the District outside the corporate limits of any city or village therein, other than those controlled by the highways and transportation commission, to construct, improve and repair such highways, and shall remove all obstructions from such highways, and for the discharge of these duties shall have all the power, rights and authority conferred by general statutes upon road overseers, and shall at all times keep the public roads under its charge in as good repair as the means at its command will permit, and for this purpose may employ competent people at such compensation as they shall agree upon, and may rent, lease or buy road equipment, implements, tools and machinery, all kinds of motor power, and all things needful to carry on such road work, or the District may have such road work or any part of such work done by contract, under such regulations as the District may prescribe, pursuant to Mo. Rev. Stat. §233.070.1-2, as amended; and

WHEREAS, Article VI Section 16 of the Missouri Constitution authorizes any municipality or political subdivision of the State of Missouri to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

WHEREAS, Section 70.220 RSMo. authorizes any municipality or political subdivision of the State of Missouri to contract and cooperate with any other municipality or political subdivision, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, a portion of South Point Road south of Missouri Route 100 is in the City limits of the City and a portion is in the District boundaries; and

WHEREAS, the City has annexed the lots and parcels of land located in Stone Crest Subdivision (the "Subdivision") which has an entrance to the Subdivision from South Point Road; and

WHEREAS, the City is responsible for the maintenance of the roads located within the Subdivision as well as the portions of South Point Road located in the City Limits including, but not limited to, constructing, improving, and repairing the streets located therein and removing snow accumulations; and

21845570.v3

WHEREAS, the City needs to overlay with asphalt portions of South Point Road located in the City Limits, and the District needs to overlay with asphalt portions of South Point Road located in the District (collectively the "Project"); and

WHEREAS, the Project consists of making pavement improvements to South Point Road, mobilization of equipment, traffic control, milling the existing asphalt surface, providing a three inch (3") asphalt overlay; and

WHEREAS, the City and the District desire to cooperate with each other in the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, it is hereby agreed as follows:

(1) **CONSTRUCTION OF THE PROJECT.** The District will complete design plans for the Project with input from the City. The completed design plans will be submitted to the City for approval. After approval of the design plans the District will seek bids for the Project. Bids will be reviewed by both parties and the parties shall jointly select a contractor to construct the Project. Upon completion of construction of the Project the City and the District will review and approve the Project. Upon approval of the City and the District each party will pay its share of the cost as set forth herein.

(2) **DISTRICT COST SHARE.** The District shall pay the following:

- a. Half of the cost of design plans, construction documents, mobilization and traffic control;
- b. The cost of milling the area shown hachured in blue as shown on Exhibit A attached hereto and incorporated herein by reference; and
- c. The cost of a leveling course of asphalt in the area shown hachured in blue and yellow on Exhibit A; and
- d. The cost of the final surface asphalt course in the area shown hachured in blue and yellow on Exhibit A; and
- e. The cost of pavement marking in the area shown hachured in blue and yellow on Exhibit A; and
- f. The estimated cost of items (2) a., b. c. d. e are shown on Exhibit B attached hereto and incorporated herein by reference

(3) **CITY COST SHARE.** The City shall pay the following:

- a. Half of the cost of design plans, construction documents, mobilization and traffic control;
- b. The cost of milling the areas shown hachured in red and yellow on Exhibit A;
- c. The cost of a leveling course of asphalt in the area shown hachured in red on Exhibit A;
- d. The cost of a final surface asphalt course in the area shown hachured in red on Exhibit A;
- e. The cost of pavement marking in the area shown hachured in red on Exhibit A; and

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f. The estimated cost of items (3) a., b. c. d. and e are shown on Exhibit B attached hereto and incorporated herein by reference.

(4) **CONSTRUCTION CONTRACTS.** The District shall enter into a contract for the construction work described on Exhibit A. Upon receipt of a payment request from the contractor the District shall forward a copy to the City and the City shall pay the applicable percentage of the payment request as set forth in Section 3 above within ten (10) days.

(5) **INSURANCE/INDEMNIFICATION.** The City shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Agreement. The City shall bear the cost of its own defense and shall indemnify and hold the District harmless to the fullest extent permitted by law from any and all claims or causes of action that arise after the date of this Agreement as to the Project. Likewise, the District shall indemnify and hold the City harmless to the fullest extent permitted by law from any and all claims or causes of action that arise before the date of this Agreement as to the Project. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

(6) **WAIVER OF CLAIMS.** Each Party agrees and hereby releases and waives all claims against all other parties with respect to any loss, damage, personal injury, or death sustained by that Party, its employees, or third parties as a result of its participation in the activities covered by this Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by a Party participating in this Agreement. Each Party to this Agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Party, its employees and agents. Nothing in this Agreement shall limit either Party hereto from entering into mutual aid agreements with other jurisdictions.

(7) **NOTICES.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand or (ii) a widely recognized national overnight courier service for next business day delivery or (iii) mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To City: City of Washington, Missouri
400 Jefferson Street
Washington, Missouri 63090
Attn: City Administrator

With a copy to: Mark C. Piontek
Sandberg Phoenix & von Gontard, PC
1200 Jefferson Street
Washington, Missouri 63090

To District: Washington Special Road District
1001 Clay Street

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Washington, Missouri 63090
Attn: Chairman

with a copy to: Kurt A. Voss
Zick, Voss, Politte, Richardson & Brinker PC
438 W. Front Street
Washington, Missouri 63090

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address hereunder.

(8) **DEFAULT.** If either Party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the other Party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting Party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting Party under applicable law, including, but not limited to, the right to enjoin any violation of the terms of this Agreement and the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated based upon such default of the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

(9) **WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either Party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the Party to be bound.

(10) **DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

(11) **FURTHER ASSURANCES.** The Parties agree that they will each take such steps and execute such documents as may be reasonably required by the other Party to carry out the intent and purposes of this Agreement.

(12) **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(13) **AMENDMENT AND MODIFICATION.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to

21845570.v3

any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

(14) **AUTHORITY.** The undersigned City and District hereby represent, covenant and warrant that all actions necessary will have been obtained and that they will have been authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects.

(15) **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

(16) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall become a binding and enforceable Agreement among the Parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto.

(17) **CAPTIONS.** Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(18) **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

(19) **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

(20) **DRAFTER OF AGREEMENT.** This Agreement is the result of the work of both Parties and both Parties shall be considered as drafters so the Court should not construe this Agreement against either Party as drafter.

[Signatures to follow.]

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

"CITY"

City of Washington, Missouri

By: _____

Name: _____

Title: _____

Date: _____

"DISTRICT"

Washington Special Road District

By: Edward X Fischer

Name: EDWARD X FISCHER

Title: _____

Date: 4-17-23

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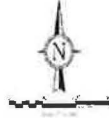
EXHIBIT A

21845570.v3

21987005.v1

7a

**COST SHARE EXHIBIT
SOUTH POINT ROAD IMPROVEMENTS**



NOT KNOWN TO BE IN FUTURE ROAD IMPROVEMENTS

-  CITY OF WASHINGTON
-  WASHINGTON SPECIAL ROAD DISTRICT
-  CITY OF WASHINGTON - TO BE BUILT
WASHINGTON SPECIAL ROAD DISTRICT - TO FUND

TOTAL AREA - 26,536 SQ. FT.
DOW-3" ASPHALT OVERLAY - 500 TONS

TOTAL AREA - 88,219 SQ. FT.
WSRD-3" ASPHALT OVERLAY - 1700 TONS



DRAFT

 <p>W&B ENGINEERING & CONSTRUCTION, INC. 11111 W. 11th Ave., Suite 100 Denver, CO 80233 Tel: 303.751.1111 Fax: 303.751.1112</p>	COST SHARE EXHIBIT SOUTH POINT ROAD IMPROVEMENTS		SHEET NO.
	DATE	DRAWN BY	CHECKED BY
		1 OF 1	

EXHIBIT B

SOUTH POINT ROAD OVERLAY - WSRD & CITY OF WASHINGTON							
ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST	WSRD COST	CITY COST	
1 MOBILIZATION	1	LUMP SUM	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	
2 TRAFFIC CONTROL	1	LUMP SUM	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	
3 MILLING / 000 S Y	7000	SQUARE YARD	\$ 5.00	\$ 35,000.00	\$ 1,750.00	\$ 33,250.00	
4 ASPHALT OVERLAY	2,200	TONS	\$ 125.00	\$ 275,000.00	\$ 272,500.00	\$ 42,500.00	
5 PAVEMENT MARKING	1	LUMP SUM	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
BID TOTAL				\$ 355,000.00	\$ 226,750.00	\$ 118,750.00	



April 25, 2023

Honorable Mayor and City Council
Washington MO, 63090

Dear Mayor and City Council,

Attached is an ordinance to enter into a cooperative agreement with the Washington Special Road District (WSRD) for the second phase of improvements to South Point Road. Exhibit A is a map of the cost share to reflect which entity is responsible for improvements. In short, the City's cost share for the improvements would total \$118,250.00 of the \$355,000 total estimate (see Exhibit B for a complete breakdown).

Within your 22/23 budget \$150,000 was budgeted towards such improvements. WSRD will be putting the project out for bid in May, anticipating a notice to proceed in June and a completion date of mid-August, early September.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 650 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 650.010 of the Code of the City of Washington is hereby amended to read as follows:

Section 650.010 Definitions.

A. Mobile food vending unit shall mean a food service establishment located in a pushcart or vehicle, self or otherwise propelled, used to store, prepare, display, serve or sell food, or distribute food free of charge to the public, for consumption in a place other than in or on the unit. Any such pushcart or vehicle shall be deemed a mobile food vending unit whether operated indoors or outdoors, on public, private or restricted space. A mobile food vending unit shall not mean a stand or a booth.

B. Mobile food vendor shall mean a person who sells or offers for sale food, or distributes food free of charge, from a mobile food vending unit in any public, private or restricted space.

C. Operate or operation of a mobile food vending unit shall mean setting up, preparing, storing, holding and selling food, or distributing food free of charge, from a mobile food vending unit.

SECTION 2: Section 650.020 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.020 Compliance With Laws Required.

All mobile food vending units shall be subject to and comply with the laws of the City of Washington, including but not limited to parking, health, safety and licensing laws.

SECTION 3: Section 650.030 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.030 Permit.

A mobile food vendor shall fill out an application to obtain a permit from the City Clerk to vend in the approved vending district, obtain a business license from the City of Washington, and a Health Department Food Permit from the Franklin County Health Department.

SECTION 4: Section 650.040 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.040 Requirements.

A. All mobile food vending units shall be subject to the requirements set forth by the Washington Fire Department as stated below:

1. If propane is used as a fuel source for cooking appliances, provide a copy of LP Gas System Annual Leak Test as performed by an approved inspection agency, a company that is registered with the United States Department of Transported or a contractor registered with the Missouri Propane Safety Commission.
2. Have LP gas tanks sized in accordance with the appliance using LP gas. No one (1) tank shall exceed one hundred (100) pounds and there shall not be more than two (2) tanks installed per vehicle. A listed LP gas alarm shall be installed within the mobile food vending unit in the vicinity of LP gas system components, in accordance with the manufacturer's instructions.
3. If compressed natural gas (CNG) is used as the fuel source for cooking appliances, provide a copy of the most recent container inspection and the name of the qualified service facility that performed the inspection. The maximum aggregate capacity of CNG containers transported on the mobile food vending unit shall not exceed one thousand three hundred (1,300) pounds water capacity. A listed methane gas alarm

shall be installed within the vehicle in accordance with the manufacturer's instructions.

4. An approved fire suppression system shall be installed above any cooking operation that is capable of producing grease laden vapors or smoke.

5. A copy of semiannual fire suppression systems inspection reports as completed by a licensed contractor shall be submitted.

6. The mobile food vending unit shall have Class K and ten (10) lb. ABC extinguishers installed and be serviced annually.

7. The mobile food vending unit shall be at least ten (10) feet from buildings, other vehicles, or combustibles.

8. The mobile food vending unit shall not block fire hydrants, fire lanes, fire department connections, or exits.

9. Generators shall be ten (10) feet from buildings, structures, vehicles and combustibles.

SECTION 5: Section 650.050 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.050 Application.

A. Applicants shall submit with the application the following information:

1. The mobile food vending unit registration public safety form to be approved by the Fire Chief.

2. The mobile food vending unit insurance information (the certificate of insurance) shall name the City of Washington as an additional insured and indemnify and hold harmless the City of Washington.

3. A description and photo of how the mobile food vending unit will be set up.

4. A permit fee of five hundred dollars (\$500.00) annually or one hundred twenty-five dollars (\$125.00) quarterly.

SECTION 6: Section 650.060 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.060 Health Department Food Permit And Comply With County Health Code.

Mobile food vendors shall have a Health Department food permit and be subject to and comply with the Franklin County Health Code.

SECTION 7: Section 650.070 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.070 Vending In Vending Districts Only.

Permitted mobile food vendors shall only vend at locations within the approved vending districts. No location shall be within two hundred (200) feet of a restaurant or an approved roadside stand vendor space.

SECTION 8: Section 650.080 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.080 Vending Districts Established.

The City Council of the City of Washington, Missouri, shall establish such vending districts as it deems appropriate. Mobile food vendors shall operate only within these approved districts.

SECTION 9: Section 650.090 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.090 Regulations.

A mobile food vendor shall only sell food and beverages and the vendor is prohibited from selling alcohol and/or beer. Beverages shall be dispensed in cans or paper/plastic cups only (no glass). All Federal, State and local regulations pertaining to the quality of food products offered for sale shall be met.

SECTION 10: Section 650.100 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.100 Unobstructed Sidewalks.

A mobile food vendor, at all times, shall ensure that a minimum of four (4) feet of unobstructed sidewalk remains open for pedestrian and wheelchair traffic. All points of sale shall occur on the curbside side of the street.

SECTION 11: Section 650.110 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.110 End Of Day Operations And Sanitation.

A mobile food vendor, at termination of operations each business day, shall remove all items, containers, debris, etc. The vendor shall collect and dispose of all litter and garbage incidental to the operation of his/her vending business. The cleanliness of the specific area of operation shall be the sole responsibility of the vendor. Vendors shall not place refuse from their operation in or beside any public trash container or in any drain along the streets and sidewalks. Prior to the permit being issued, vendors shall also submit a trash disposal plan with the application.

SECTION 12: Section 650.120 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.120 Hold City Harmless.

Every mobile food vendor shall indemnify and save harmless the City of Washington for all suits or actions brought against the City for or on account of any injuries or damages received or sustained by any party or parties for or from the said vendor.

SECTOIN 13: Section 650.130 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.130 Special Events And Festivals.

A mobile food vendor may be parked outside of an approved vending district when participating in a special event or festival with the consent of the event organizer.

SECTION 14: Section 650.140 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.140 Hours.

A mobile food vendor shall not vend before 6:00 A.M. or after 1:00 A.M.

SECTION 15: Section 650.150 of the Code of the City of Washington, Missouri is hereby repealed.

SECTION 16: Section 650.160 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.160 All Equipment To Be Provided By Vendor.

A mobile food vendor shall provide, at the vendor's expense, all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electric or other utility will be supplied by the City.

SECTION 17: Section 650.170 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.170 Disorderly Behavior Prohibited.

No form of intimidation, disorderly behavior, or misconduct shall be tolerated. This applies not only to the public, but actions towards other vendors operating under these rules and regulations.

SECTION 18: Section 650.180 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.180 Permit Not Assignable To Another Vendor.

A mobile food vendor's permit shall not be assignable, in whole or part, nor any portion of the mobile food unit sublet to another vendor.

SECTION 19: Section 650.190 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.190 License Revoked.

The City Clerk may revoke any mobile food vendor's permit issued by the City Clerk if the vendor violates any provisions of this Chapter listed above or any license rules or regulations promulgated by the City.

SECTION 20: Section 650.200 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 650.200 Districts Established.

This Chapter shall establish vending districts in the City of Washington as shown in attached Exhibits A and B, same to be held on file in the City offices.

SECTION 21: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 22: 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



May 1, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Mobile Food Vendor Code Change

Mayor & City Council,

On your agenda for the May 1st, 2023 meeting is a code amendment pertaining to mobile food vendors. In 2018, Council created a Mobile Food Truck Ordinance that allows food trucks to operate on public property and public right-of-way when certain requirements were met. The code then was written specifically for licensed vehicles.

Recently, staff has received requests from two vendors that would operate a trailer or a pushcart (hot dog cart). According to the 2018 code, these would not be permitted. It is staff's assessment that the intent of the 2018 code was to include mobile food carts if the same requirements are met. It is reasonable that a hot dog cart would not be more intrusive than a food truck, allowing both to be treated equally.

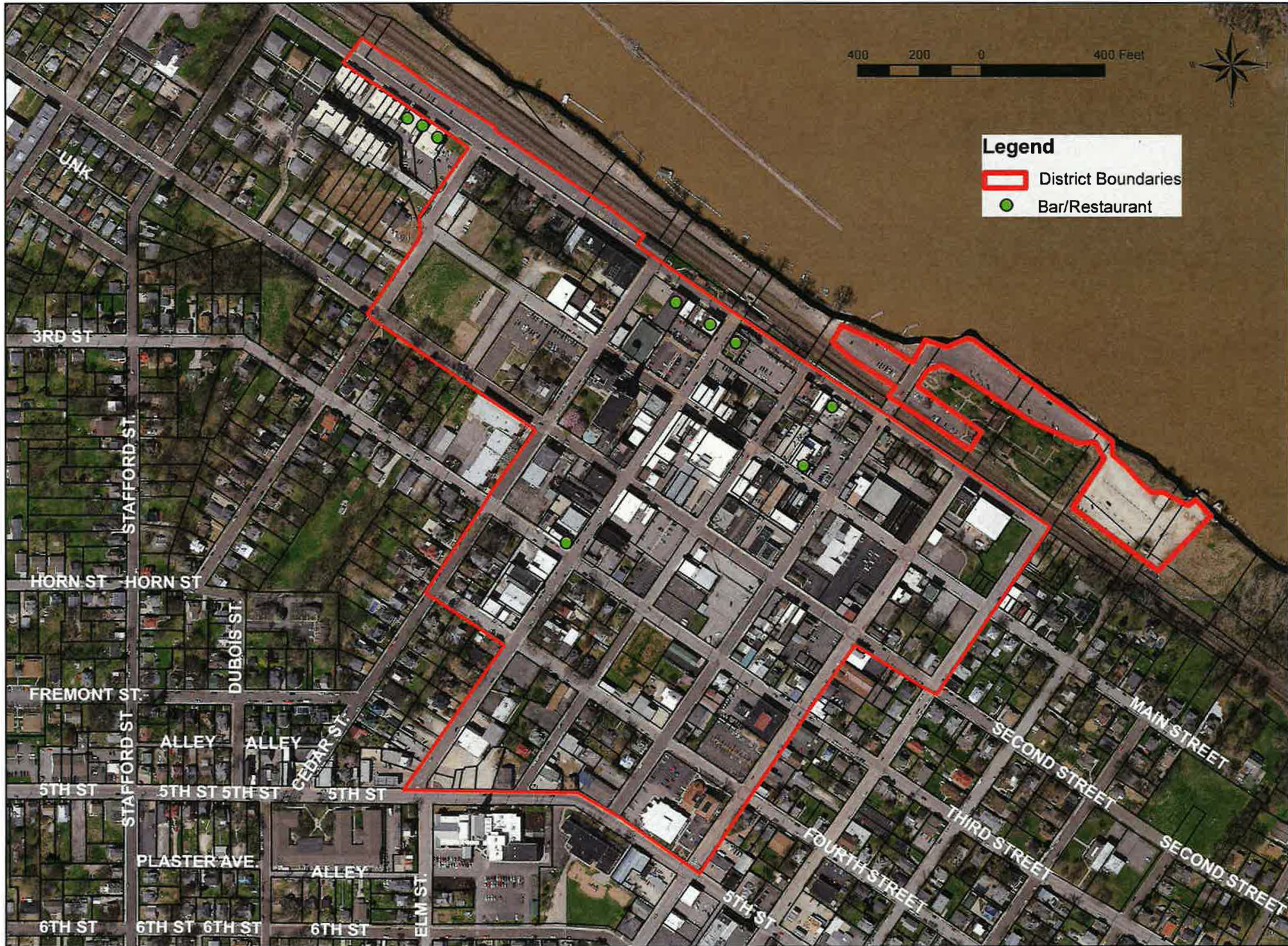
The new ordinance would not change any of the regulations or vending district boundaries, but would simply change the definition to mobile vending unit to include pushcart, trailer, or vehicle.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

MULTIPLIERS FOOD TRUCK VENDING DISTRICTS



Motorized Food Truck Vending Districts



The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 650

Mobile Food ~~Truck~~ Vendors

Section 650.010 **Definitions.**

~~[R.O. 1992 § 650.010; Ord. No. 18-11950, 12-3-2018]~~

~~A. Mobile food vending unit shall mean a food service establishment located in a pushcart or vehicle, self or otherwise propelled, used to store, prepare, display, serve or sell food, or distribute food free of charge to the public, for consumption in a place other than in or on the unit. Any such pushcart or vehicle shall be deemed a mobile food vending unit whether operated indoors or outdoors, on public, private or restricted space. A mobile food vending unit shall not mean a stand or a booth. A motorized food truck shall be a single, self-contained, motorized vehicle with valid unexpired license plates. Proof of licensing and registration shall be submitted with the application.~~

~~B. Mobile food vendor shall mean a person who sells or offers for sale food, or distributes food free of charge, from a mobile food vending unit in any public, private or restricted space.~~

~~C. Operate or operation of a mobile food vending unit shall mean setting up, preparing, storing, holding and selling food, or distributing food free of charge, from a mobile food vending unit.~~

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Section 650.020 **Compliance With Laws Required.**

~~[R.O. 1992 § 650.020; Ord. No. 18-11950, 12-3-2018]~~

All ~~mobile food vending units~~ ~~motorized food trucks~~ shall be subject to and comply with the laws of the City of Washington, including but not limited to parking, health, safety and licensing laws.

Section 650.030 **Permit.**

~~[R.O. 1992 § 650.030; Ord. No. 18-11950, 12-3-2018]~~

A ~~mobile food vendor~~ ~~motorized food truck vendor~~ shall fill out an application to obtain a permit from the City Clerk to vend in the approved vending district,; obtain a business license from the City of Washington, and a Health Department Food Permit from the Franklin County Health Department.

Section 650.040 **Requirements.**

~~[R.O. 1992 § 650.040; Ord. No. 18-11950, 12-3-2018]~~

- A. All ~~mobile food vending units~~ ~~motorized food trucks~~ shall be subject to the requirements set forth by the Washington Fire Department as stated below:
1. If propane is used as a the fuel source for cooking appliances, provide a copy of LP Gas System Annual Leak Test as performed by an approved inspection agency, a company that is registered with the United States Department of Transported or a contractor registered with the Missouri Propane Safety Commission.
 2. Have LP gas tanks sized in accordance with the appliance using LP gas. No one (1) tank shall exceed one hundred (100) pounds and there shall not be more than two (2) tanks installed per vehicle. A listed LP gas alarm shall be installed within the ~~vehicle~~ mobile food vending unit in the vicinity of LP gas system components, in accordance with the manufacturer's instructions.

3. If compressed natural gas (CNG) is used as the fuel source for cooking appliances, provide a copy of the most recent container inspection and the name of the qualified service facility that performed the inspection. The maximum aggregate capacity of CNG containers transported on the ~~mobile food vending unit vehicle~~ shall not exceed one thousand three hundred (1,300) pounds water capacity. A listed methane gas alarm shall be installed within the vehicle in accordance with the manufacturer's instructions.
4. An approved fire suppression system shall be installed above any cooking operation that is capable of producing grease laden vapors or smoke.
5. A copy of semiannual fire suppression systems inspection reports as completed by a licensed contractor shall be submitted.
6. The ~~mobile food vending unit vehicle~~ shall have Class K and ten (10) lb. ABC extinguishers installed and be serviced annually.
7. The ~~mobile food vending unit vehicle~~ shall be at least ten (10) feet from buildings, other vehicles, or combustibles.
8. The ~~mobile food vending unit vehicle~~ shall not block fire hydrants, fire lanes, fire department connection, or exits.
9. Generators shall be ten (10) feet from buildings, structures, vehicles and combustibles.

Section 650.050 Application.

~~[R.O. 1992 § 650.050; Ord. No. 18-11950, 12-3-2018]~~

- A. Applicants shall submit with the application the following information:
 1. The ~~mobile food vending unit food truck~~ registration public safety form to be approved by the Fire Chief.
 2. The ~~mobile food vending unit motorized food truck vehicle~~ insurance information (the certificate of insurance) shall name the City of Washington as an additional insured and indemnify and hold harmless the City of Washington.
 3. A description and photo of how the ~~mobile food vending unit motorized food truck~~ will be set up.
 - ~~4. Proof of motor vehicle licensing and registration.~~
 5. A permit fee of five hundred dollars (\$500.00) annually or one hundred twenty-five dollars (\$125.00) quarterly.

Section 650.060 Health Department Food Permit And Comply With County Health Code.

~~[R.O. 1992 § 650.060; Ord. No. 18-11950, 12-3-2018]~~

~~Mobile food vendors Motorized food truck vendors~~ shall have a Health Department food permit and be subject to and comply with the Franklin County Health Code.

Section 650.070 Vending In Vending Districts Only.

~~[R.O. 1992 § 650.070; Ord. No. 18-11950, 12-3-2018]~~

Permitted ~~mobile food vendors motorized food truck vendors~~ shall only vend at locations within the approved vending districts. No location shall be within two hundred (200) feet of a restaurant or an approved

roadside stand vendor space.

Section 650.080 Vending Districts Established.

~~{R.O. 1992 § 650.080; Ord. No. 18-11950, 12-3-2018}~~

The City Council of the City of Washington, Missouri, shall establish such vending districts as it deems appropriate. Mobile food vendors ~~Motorized food trucks~~ shall operate only within these approved districts.

Section 650.090 Regulations.

~~{R.O. 1992 § 650.090; Ord. No. 18-11950, 12-3-2018}~~

A mobile food vendor ~~motorized food truck vendor~~ shall only sell food and beverages and the vendor is prohibited from selling alcohol and/or beer. Beverages shall be dispensed in cans or paper/plastic cups only (no glass). All Federal, State and local regulation pertaining to the quality of food products offered for sale shall be met.

Section 650.100 Unobstructed Sidewalks.

~~{R.O. 1992 § 650.100; Ord. No. 18-11950, 12-3-2018}~~

A mobile food vendor ~~motorized food truck vendor~~, at all times, shall ensure that a minimum of four (4) feet of unobstructed sidewalk remains open for pedestrian and wheelchair traffic. All points of sale shall occur on the curbside side of the street ~~from a sales window~~.

Section 650.110 End Of Day Operations And Sanitation.

~~{R.O. 1992 § 650.110; Ord. No. 18-11950, 12-3-2018}~~

A mobile food vendor ~~motorized food vendor~~, at termination of operations each business day, shall remove all items, containers, debris, etc. The vendor shall collect and dispose of all litter and garbage incidental to the operation of his/her vending business. The cleanliness of the specific area of operation shall be the sole responsibility of the vendor. ~~Licensed v~~ Vendors shall not place refuse from their operation in or beside any public trash container or in any drain along the streets and sidewalks. Prior to the permit being issued, vendors shall also submit a trash disposal plan with the application.

Section 650.120 Hold City Harmless.

~~{R.O. 1992 § 650.120; Ord. No. 18-11950, 12-3-2018}~~

Every mobile food vendor ~~motorized food truck vendor~~ shall indemnify and save harmless the City of Washington for all suits or actions brought against the City for or on account of any injuries or damages received or sustained by any party or parties for or from the said vendor.

Section 650.130 Special Events And Festivals.

~~{R.O. 1992 § 650.130; Ord. No. 18-11950, 12-3-2018}~~

A mobile food vendor ~~motorized food truck vendor~~ may be parked outside of an approved vending district when participating in a special event or festival with the consent of the event organizer.

Section 650.140 Hours.

~~{R.O. 1992 § 650.140; Ord. No. 18-11950, 12-3-2018}~~

A mobile food vendor ~~motorized food truck vendor~~ shall not vend before 6:00 A.M. or after 1:00 A.M.

~~Section 650.150 All Business To Take Place Within Truck.~~

~~[R.O. 1992 § 650.150; Ord. No. 18-11950, 12-3-2018]~~

~~A motorized food truck vendor shall operate all aspects of the business (cooking, sales and supplies) within the truck.~~

Section 650.160 All Equipment To Be Provided By Vendor.

~~[R.O. 1992 § 650.160; Ord. No. 18-11950, 12-3-2018]~~

A ~~mobile food vendor~~ motorized food truck vendor shall provide, at the vendor's expense, all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electric or other utility will be supplied by the City.

Section 650.170 Disorderly Behavior Prohibited.

~~[R.O. 1992 § 650.170; Ord. No. 18-11950, 12-3-2018]~~

No form of intimidation, disorderly behavior, or misconduct shall be tolerated. This applies not only the public, but actions towards other vendors operating under these rules and regulations.

Section 650.180 Permit Not Assignable To Another Vendor.

~~[R.O. 1992 § 650.180; Ord. No. 18-11950, 12-3-2018]~~

A ~~mobile food vendor's~~ motorized food truck vendor's permit shall not be assignable, in whole or part, nor any portion of the ~~mobile food unit~~ food truck sublet to another vendor.

Section 650.190 License Revoked.

~~[R.O. 1992 § 650.190; Ord. No. 18-11950, 12-3-2018]~~

The City Clerk may revoke any ~~mobile food vendor's~~ motorized food truck vendor's license permit issued by the City Clerk if the vendor violates any provisions of this Chapter listed above or any license rules or regulations promulgated by the City.

Section 650.200 Districts Established.

~~[R.O. 1992 § 650.200; Ord. No. 18-11950, 12-3-2018]~~

This Chapter shall establish vending districts in the City of Washington as shown in attached Exhibits A and B, same to be held on file in the City offices.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI
AND CIVIL DESIGN INC.

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

SECTION 1: The Mayor is hereby authorized and directed to the
execution of a Professional Services Agreement by and between the City of
Washington, Missouri and Civil Design Inc. a copy of which is marked Exhibit A
and is attached hereto and incorporated herein by reference, and such other
documents, certificates and instruments as may be necessary or desirable to carry
out and comply with the intent of the Ordinance, for and on behalf of and as the
act and deed of the City. The City Clerk is hereby authorized and directed to
attest to and affix the seal of the City to the said agreement and such other
documents, certificates and instruments as may be necessary or desirable to carry
out and comply with the intent of this Ordinance.

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

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

SECTION 4: This ordinance shall 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

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of this XX day of MONTH, YEAR,

between **City of Washington Missouri**
405 Jefferson Street
Washington, Missouri 63090

hereinafter, referred to as “Owner”, and

Civil Design, Inc.
5220 Oakland Ave
St. Louis, Missouri 63110

hereinafter, referred to as “Consultant”, and

hereinafter, the Owner and Consultant shall be referred to collectively as the “Parties”,

for the following Project:

Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

Owner’s Representative:

Sal Maniaci
Community and Economic Development Director
City of Washington, Missouri
(636) 390-1004
smaniaci@washmo.gov

Consultant's Representative:

Tricia Bohler
Transportation Service Leader
Civil Design, Inc.
(314) 880-4430
tbohler@civildesigninc.com

Consultant’s Discipline or Services:

Civil Engineering

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

The Parties hereby agree as follows:

SECTION I: SCOPE OF SERVICES

1. The Professional Services to be provided by Consultant are fully described in the Scope of Services contained in the proposal letter (Attachment “A” to this Agreement), incorporated herein by reference, and as specifically set out in this Agreement. Services not set forth in Attachment “A” are specifically excluded from the scope of Consultant’s services. Consultant assumes no responsibility to perform any services not specifically listed in Attachment “A”.
2. If agreed to in writing between the Consultant and Owner, the Consultant may provide Additional Services, which shall also be specifically identified in writing. Additional Services are not included as part of the above Scope of Services of this Agreement and shall be paid for by Owner in addition to payment for the above Scope of Services.
3. It is understood and agreed that the Professional Services to be rendered by Consultant do not include project observation or review of the Contractor’s performance or any other construction phase services, unless specifically set forth in the above Scope of Services, and that such services will be provided for by the Owner. Owner waives any claims against Consultant that may be in any way connected thereto. Should Owner request that Consultant provide any specific construction phase services, they shall be confirmed in writing and compensated for as Additional Services.

SECTION II: GENERAL PROVISIONS

1. Any services performed by the Consultant beyond those identified in this Agreement must be authorized in writing by an Addendum to this Agreement executed by both parties prior to commencing such Additional Services.

Nothing herein shall create a contractual relationship with or a cause of action in favor of a third party to this agreement against either Owner or Consultant. Consultant’s services under this Agreement are being performed solely for the Owner’s benefit, and no other party shall have a claim against Consultant because of this Agreement or the performance or non-performance of services hereunder.

2. Compensation to be paid to the Consultant for providing the requested Services shall be in accordance with Attachment “A” to this Agreement, which is incorporated herein by this reference.

The Contract Sum shall be paid to Consultant pursuant to invoices submitted to Owner as set forth herein:

- A. **Billing** - Invoices shall be submitted by Consultant on a monthly basis and/or at the completion of the work and are due within ten days of the invoice date. Payments pursuant to invoices shall be PAST DUE if not paid within thirty (30) calendar days of the invoice date.

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

- B. Interest** - If payment is not received by Consultant within thirty (30) calendar days of the invoice date, Owner shall pay as interest an additional charge of one-and-one-half (1.5%) percent or the maximum allowable by law, whichever is lower, of the outstanding balance, per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
 - C. Collection Costs** - In the event legal action is necessary to enforce the payment provisions of this Contract, the Consultant shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, mediation, arbitration or court costs and expenses incurred by Consultant in connection therewith.
 - D. Suspension of Services** - If Owner fails to make payments when due or otherwise is in breach of this Contract; Consultant may suspend performance of services upon five (5) calendar days' notice to Owner. Consultant shall have no liability whatsoever to Owner for any costs or damages as a result of such suspension caused by any breach of this Contract by Owner.
 - E. Termination of Services** - If Owner fails to make payment to Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Contract and shall be cause for termination by Consultant.
 - F. Set-Offs, Backcharges, Discounts** - Payment of invoices is in no case subject to unilateral discounting or set-offs by Owner, and payment is due regardless of suspension or termination of this Contract by either party. If payment is not received by Consultant in accordance with these terms, a mechanic's lien will be placed on the property.
3. The Date of Commencement for Services provided pursuant to this Agreement shall be the date of execution of this Agreement and shall be completed in accordance with a mutually agreed upon project design or construction schedule. The Consultant's Services shall be performed in a manner, sequence, and timing so that they will be coordinated with those of Owner.
 4. Should concealed or unknown conditions be encountered in the performance of the work which present the risk of discharge, dispersal, release or escape of asbestos, any hazardous substance or any hazardous waste, Consultant shall promptly suspend its performance of work for the protection of the parties and their employees and notify Owner of the conditions encountered. Owner and Consultant shall promptly investigate the conditions and, if warranted, equitable and necessary adjustments shall be made in the terms and conditions of this Agreement. It is agreed, however, that Consultant shall have no duty to determine the existence of asbestos or any other hazardous substance or hazardous waste at the site of the work or to provide response action services even with equitable adjustments.
 5. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, subcontractors or subconsultants at a construction site, shall relieve the Owner or Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction, relating to the Work or otherwise, in accordance with any contract documents or any health or safety precautions required by any regulatory agencies.

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Owner agrees that any such construction contractors are solely responsible for job site safety, and warrants that this intent shall be made evident in any agreement between Owner and any construction contractor.

SECTION III: CONSULTANT'S RESPONSIBILITIES

1. The services performed by Consultant, Consultant's employees and Consultant's subconsultants shall be set out in the attached Scope of Services or as set out specifically in this Agreement.
2. Consultant shall recommend to Owner that the appropriate investigations, surveys, tests, analyses and reports be obtained as are necessary for the proper execution of the Consultant's services under this Agreement and its agreed upon Scope of Services. It will remain the Owner's obligation to acquire, procure or provide for these investigations, surveys, tests, analyses and reports, as requested.
3. Consultant may retain the services of any subconsultants when, in the Consultant's professional opinion, it is appropriate to do so. If the Consultant retains any subconsultants, Consultant shall notify Owner in writing prior to retaining the subconsultant. Consultant shall not be required to retain any subconsultant not fully acceptable to the Consultant. Consultant shall coordinate its services with those of its other subconsultants for the Project for the orderly and sequential progress of its services.
4. Consultant shall, if requested, provide Owner with opinions of probable construction costs or other determinations of cost associated with the Consultant's Work or proposed Scope of Services. In providing opinions of probable construction costs, Owner understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Consultant shall, if requested, also submit to Owner a schedule detailing the performance of the Consultant's services. Changes may be made to the schedule or the budget with the mutual consent of the Parties. Owner and Consultant understand that there may arise circumstances beyond the control of either party which would lead to excusable delays, such as labor strikes, fires, floods, earthquakes or natural disasters, changes initiated by the Owner, differing site conditions or concealed conditions, lack of action by governmental or oversight bodies, states of local or national emergency, or pandemics or epidemics. Consultant shall not be responsible for delays in the completion of its work which are beyond the Consultant's control.

5. Consultant shall promptly advise Owner of any changes to its previous estimates of the cost of its work. If any changes in the estimate of the cost of the work would cause the Owner's budget to be exceeded, the Consultant shall then make recommendations to Owner to adjust the Project size, quality or budget to conform to the budget number.

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

6. Consultant has no control over the cost of labor, materials or equipment, over the Contractor's means and methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices for the Project will not vary from the Owner's budget for the Project or from any estimate of the cost of the work or evaluation prepared by Consultant.
7. Consultant shall not be responsible for the acts or omissions of the Owner or the Owner's other consultants, Contractor, subcontractors, their agents or employees.
8. Consultant shall keep confidential any information so designated by the Owner unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in a legal proceeding or mediation or arbitration. The Consultant shall require of the Consultant's subconsultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.
9. Consultant shall perform its services hereunder in accordance with that degree of care and skill ordinarily exercised by members in the same profession currently practicing under similar circumstances. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

SECTION IV: OWNER'S RESPONSIBILITIES

1. Owner shall provide the Consultant with the right to enter the property of the Owner in order for the Consultant to fulfill the scope of services included hereunder.
2. Owner shall provide the Consultant with available information in a timely manner regarding the requirements for the Project which relate to the Consultant's Scope of Services on the Project. Consultant shall have the right to rely upon the accuracy and completeness of the information so provided to Consultant by the Owner.
3. Owner may make changes or alterations in the work to be performed hereunder and which are generally consistent with the scope of services provided by the Consultant. If changes or alterations are ordered which affect the cost of the work hereunder or the progress or scope of the work, adjustments shall also be made in the time for performance of the work and compensation owing to Consultant, as the case may be, as mutually agreed upon between Owner and Consultant.
4. Owner shall provide prompt written notice to the Consultant if Owner becomes aware of any fault or defect with respect to the Project, or the work of the Consultant, including any errors, omissions or inconsistencies in the Consultant's work, or that of any other consultant, contractor or subcontractor to Owner.
5. Owner shall provide for the services of other consultants as are required by Consultant in order for Consultant to fulfill the scope of services hereunder. Owner shall advise the Consultant of the identity

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
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of other consultants and contractors participating in the Project as well as identify their scope of services.

6. Owner shall acquire, procure and provide any and all tests, inspections, surveys, permits, and reports required by law, or local state or federal ordinances, codes, regulations or statutes, or the construction documents necessary to complete the Project and the work called for herein.
7. Owner agrees to include in all construction contracts for the Project the following requirements: (1) all Contractors name Consultant as an indemnitee under the contractor's indemnity obligations, (2) all Contractors name Consultant as an additional insured under the Contractor's commercial general liability policy, (3) require the Contractor's commercial general liability policy be primary regarding any applicable insurance Consultant may have, and (4) include a waiver of subrogation endorsement under contractor's workers' compensation and employer's liability policy for the benefit of Consultant. Owner will have each contractor provide Consultant with an insurance certificate(s), attached with the requisite endorsements, prior to commencing their work.

SECTION V: DISPUTE RESOLUTION

1. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by informal mediation. Each party shall designate their representative and shall meet within five (5) days after the service of notice of a claim hereunder. The parties shall then attempt to informally resolve the dispute within ten (10) days of that meeting.
2. Should the parties be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be competent and impartial party and who shall be acceptable to each party, to mediate the dispute. The third party shall meet to hear the dispute within ten (10) days of their selection. The procedure outlined in Subsections 1 and 2 of this Section are an "informal" process aimed at resolving disputes between the parties to this Agreement as expeditiously as possible. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
3. Any claim, dispute or other matter in question arising out of or related to this Agreement not resolved in accordance with the above provisions shall be subject to formal mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Subconsultant's services, the Subconsultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The parties agree to split the mediator's fee required by this provision and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
4. Any third party mediator designated to serve in accordance with the provisions of this Agreement shall be disinterested, shall be qualified to evaluate the performance of both parties, and shall be familiar with the design and construction process.

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

5. If any action, whether at law, in equity, mediation or in arbitration, is brought to enforce or interpret any provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs through and including all appellate and arbitral award enforcement proceedings.

SECTION VI: MISCELLANEOUS GENERAL CONDITIONS

1. This Agreement shall be governed by the law of the State of Missouri. It is further agreed that any legal action between Consultant and Owner arising out of this Agreement or the performance of the services called for herein shall only be brought in a Court of competent jurisdiction in St. Louis County, Missouri, despite any other statute or law to the contrary on choice of venue.
2. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitation commence to run any later than the date when the services are substantially completed.
3. To the extent damages are covered by property insurance during construction, Owner and Consultant waive all rights against each other and against the Owner, Consultant, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Consultant or Owner, as appropriate, shall require of the Contractor, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
4. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other. This requirement shall be strictly construed, and shall survive completion of the work or scope of services called for herein.
5. This Agreement represents the entire and integrated agreement for the Project between Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. It shall govern all services performed by the Consultant for the Project, including services performed or commenced prior to the execution of this Agreement. This Agreement may be amended only by written instrument signed by both Owner and Consultant.
6. This Agreement shall remain in effect until the Consultant's completion of Services, unless terminated as provided herein or extended by mutual agreement in writing.
7. The drawings, specifications, computer software and programs, computer applications, computer "macros," and other documents and intellectual property prepared by the Consultant shall be deemed owned by Consultant; and accordingly, Consultant shall have all common law, statutory, and other reserved rights, including copyright if appropriate. The drawings, specifications, and other documents

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
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prepared by the Consultant pursuant to this Agreement shall not be duplicated by or used by the Owner on any other project. The Consultant shall provide progress prints as necessary.

8. Owner may terminate this Agreement for convenience by providing fourteen (14) days' written notice. In the event of such termination, Owner shall pay the Consultant for the Services accomplished up to the date of termination, and any reimbursable expenses. Either Party may terminate this Agreement for cause, upon five (5) days written notice, after a period of ten (10) days of notice to allow opportunity to cure any claimed material breach of the agreement. If Owner terminates for cause and it is later determined that the Consultant was not in default, then such termination shall be deemed to have been made for Owner's convenience, notwithstanding any different notice period.
9. If the Owner fails to make progress payments as required by this Agreement, such a failure will be deemed to be substantial non-performance of this Agreement, and shall serve as cause for the Consultant to terminate this agreement, or for cause to suspend performance of services hereunder. Consultant shall give at least five (5) days written notice prior to suspension of services for non-payment of progress payments. In the event of a suspension of services due to non-payment of progress payments, Consultant shall have no liability to Owner for any delay or damage caused the Owner due to such suspension of services.
10. Consultant and its lower-tier subconsultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age (as defined by law), disability, national origin, ancestry, veteran status, or Vietnam-era veteran status. Consultant certifies for itself and its subconsultants compliance with existing state and federal law regarding prohibition of discrimination in employment practices, including hire, tenure, terms, conditions, promotion, and privileges. Consultant further certifies that it encourages the use of small, minority-owned, and women-owned businesses in its operations.
11. Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.
12. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.
13. During the term of this Agreement, Consultant agrees to provide evidence of insurance coverages as listed on Attachment "B" hereto.
14. Owner shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless Owner has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State in which the Work is performed. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each

Professional Services Agreement – Owner and Consultant
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such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding.

SECTION VII: INDEMNITY

1. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Owner, and its officers, directors and employees, from and against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of any professional services under this Agreement, and that of its subconsultants or anyone for whom Consultant is legally responsible, on a comparative basis of fault. Where such damages or losses are found by a court of competent jurisdiction to be attributable to the negligent acts or negligent failure to act, breach of contract, or errors or omissions of Owner, Contractor or other party, in that circumstance, each party shall be responsible for such damages, liabilities and costs on a comparative basis of fault.
2. In addition, and notwithstanding any other provisions of this Agreement, Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by Consultant.

SECTION VIII: LIMITATION OF LIABILITY

1. In recognition of the relative risks and benefits of the Project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit Consultant's liability to Owner on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to, claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Owner and for which legal liability may be found to rest upon Consultant, so that the total aggregate liability of the Consultant to Owner shall not exceed \$50,000.00, or Consultant's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
2. Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Owner

Professional Services Agreement – Owner and Consultant
Project Name: Don Road and Pottery Road Intersection
Owner Project Number: TBD
Consultant Project Number: R5123.01

and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

3. If a required item or component of the Project is omitted from Consultant's construction documents, due to the Consultant's negligence, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
4. It is intended by the Parties to this Agreement that Consultant's services shall not subject Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, Owner agrees that its sole and exclusive remedy shall be asserted or directed against Consultant, a Missouri Corporation, and not against any of Consultant's individual employees, officers or directors.
5. Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Consultant's gross negligence or willful misconduct. The parties also agree that Owner will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Consultant as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

Professional Services Agreement – Owner and Consultant
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Consultant Project Number: R5123.01

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections I through VIII and Attachment(s), is accepted as of the date first written above.

Owner: _____

Consultant: Civil Design, Inc.

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: Vicki LaRose

Title: _____

Title: President

Attachment "B"

SCHEDULE OF INSURANCE

In accordance with the terms of this Agreement, Consultant shall attempt to obtain and maintain the following insurance policies with coverage and limits as indicated:

Coverage	Minimum Limits
1. Workmen's Compensation	Statutory amounts
2. Professional Liability*	\$2,000,000 per claim \$4,000,000 in aggregate
<p>*(This policy shall remain in full force and effect for the period of design and construction, but not beyond a period of one year after substantial completion of the project.)</p>	
3. General liability: (Affording; coverage for bodily injury and property damage liability including contractual liability coverage.)	\$1,000,000 each occurrence \$2,000,000 in aggregate
4. Automobile liability (Insurance affording coverage for bodily injury and property damage combined.)	\$1,000,000 each occurrence

The indicated coverages shall be subject to all the terms, exclusions and conditions of the policies.



Civil Design, Inc.

5220 Oakland Avenue | St. Louis, MO 63110 | 314.863.5570

WWW.CIVILDESIGNING.COM

July 15, 2022

John Nilges
Public Works Director/City Engineer
City Hall
405 Jefferson Street
Washington, MO 63090

SUBJECT: Proposal for Roadway Design Services
Washington Terrace and Pottery Road Connection
City of Washington, Missouri
Civil Design, Inc. (CDI) Project Number: 5123

John:

Thank you for the opportunity to provide this proposal for professional Roadway Design/Civil Engineering services. The following depicts our understanding of the scope of work for this project.

PROJECT DESCRIPTION

Civil Design, Inc. is currently working with a developer on the Terrace at Washington, a 23 acre, 15 building, three-story, multi-family apartment development (310 units total). The project site is located at 6322 Hwy 100 in Washington Missouri. The anticipated development size will provide access to Old Pottery Road. This proposal provides civil engineering services to provide a grade change for Old Pottery Road to and connect Washington Terrace to Pottery Road.

PROJECT BUDGET

CDI will provide roadway design, pick-up survey, develop construction plans, and technical specifications. Attachment "A" is a fee estimate breakdown that includes tasks and number of hours to complete the design and construction documents.

ASSUMPTIONS/EXCLUSIONS

- CDI assumes there will be no formal permitting required except for the review and approval of the City of Washington for the new roadway improvements.
- CDI assumes the existing Natural Gas and Fiberoptic lines located at the new entrance will be lowered as part of these improvements. It is assumed that the respective utility

companies will provide this design and relocation services. CDI will not be responsible for the relocation of these utilities.

- **Land Survey Information:** The Owner/Client will be providing CDI with a boundary and topographic survey performed by a third party for use on this project. CDI will not be held responsible for the content of information provided by a third party.
- **Additional Land Survey Tasks:** This proposal does not include any additional survey related information (easement exhibits, right-of-way vacation exhibits, consolidation plats, lot splits, construction staking, etc.). CDI can provide any one of these above survey services as an additional service, if required.
- **As-Built Survey:** This proposal does not include field surveyed as-built services. If surveyed construction as-built services are required, CDI can perform this work as an additional service.
- **Existing Utility capacity:** CDI assumes that the existing utilities surrounding the site, such as water mains, gas mains, sewer mains, etc. are in good condition. Redesign of existing off-site utilities to increase capacity or upgrade deteriorated facilities is not in CDI's scope of work, however, CDI can provide this design work as an additional service.
- **Floodplain/Floodway:** CDI assumes that the site is not located within a floodplain, floodway, and state or federally controlled wetland.
- **Archeological/Environmental:** CDI assumes that the site is free from any archeological and/or environmental issues and that no environmental mitigation/remediation will be required. If it is discovered that there are any environmental issues associated with this site, CDI can contract directly with an Environmental Engineering firm as an additional service.
- The drawings for this project will be created using Microstation.
- It is not part of this proposal to provide construction specifications (other than what may be needed for jurisdictional compliance).
- It is not part of this proposal to provide construction administration services. If needed, construction administration services can be provided by CDI as an additional service.
- CDI assumes that the project will not be pursuing USGBC LEED Certification. If later found to be desired, CDI can provide USGBC LEED documentation/coordination/certification as an additional service.
- CDI does not have expertise in site electrical/telecom engineering services. CDI assumes the A/E Team electrical engineering consultant will be providing the following services as required: electrical/telephone/cable/data services to the building and/or site lighting.
- CDI does not provide irrigation design services.

Proposal for 5123 Washington Terrace and Pottery Road Connection
CDI Project Number 5123

- CDI does not provide geotechnical services.
- CDI does not provide MEP/FP services.
- CDI does not provide flood studies as a standard service. If required, CDI can provide Flood studies, including “no-rise” flood investigations and/or FEMA map revisions as an additional service.
- CDI does not perform traffic studies or traffic signal design as a standard service. If required, CDI can provide this design as an additional service.
- It is not currently part of CDI’s scope of work to provide landscape architecture related information (landscape plans, planting plans, etc.). If required, CDI can provide this work as an additional service.
- It is not currently part of CDI’s scope of work to provide structural engineering services. CDI can provide this work as an additional service.
- If it is determined during design that storm/sanitary pumps are necessary, CDI is not responsible for the design of said pumping systems.


This proposal has been drafted using all information available at this time. Please let me know if I have made any errors in assumptions, or if any conclusions need to be clarified.

All of us at CDI look forward to working with you on this project.

Sincerely,



Tricia Bohler, PE
Transportation Service Leader
Civil Design, Inc. (WBE/DBE)
5220 Oakland Avenue
St. Louis, MO 63110
314-880-4430

City of Washington, Missouri						 <small>CIVIL DESIGN, INC. Washington</small>
Civil Design, Inc. - Professional Engineering and Surveying Services						
Washington Terrace & Pottery Road Connection						
		Proj Mgr II	Proj Eng III	Proj Eng II	PLS II	Survey Tech
Task Description	# of sheets	Hours				Fee
PROJECT ADMINISTRATIVE						
General Project Administrative (Invoicing, Project Management)		2				\$ 133.84
Project Coordination (Meetings)		4			2	\$ 396.44
Client Meetings (Assume 3 total and conducted virtually)		4				\$ 267.68
						\$ -
PROJECT EVALUATION						
Existing Data Collection and base map set up		1				\$ 66.92
Initial Site Visit		2				\$ 133.84
50% Design Site Visit		2				\$ 133.84
85% Design Site Visit		2				\$ 133.84
						\$ -
SURVEY						
Pick up Survey (Topographic)					3	\$ 902.54
Topo processing					1	\$ 206.28
					4	\$ -
DESIGN AND PLAN PREPARATION						
Preliminary Design Phase (50% Design level)						
Design						\$ -
Roadway Design and Intersection Layout			1	4		\$ 269.15
Drainage/Hydraulics Analysis			2	16		\$ 951.50
Plan production						\$ -
Typical Sections	1			8		\$ 413.20
Plan Sheets	3			16		\$ 826.40
Cross Sections (every 100 feet)	2			8		\$ 413.20
Drainage/Culvert Details	1			4		\$ 206.60
Driveway Details	1			4		\$ 206.60
Special Details	1			4		\$ 206.60
Quantities			2	4		\$ 331.70
QA/QC			4			\$ 250.20
Preliminary Cost Estimate		2				\$ 133.84
50% Submittal				1		\$ 51.65
Address 50% review comments				4		\$ 206.60
						\$ -
Final Design Phase (100% Design level)						
Design						\$ -
Finalize Roadway Design and Intersection Layout			1	4		\$ 269.15
Plan production						\$ -
Typical Sections	1			2		\$ 103.30
Plan Sheets	3			8		\$ 413.20
Cross Sections (every 100 feet)	2			8		\$ 413.20
Drainage/Culvert Details	1			4		\$ 206.60
Driveway Details	1			4		\$ 206.60
Traffic Control Details	4			12		\$ 619.80
Special Details	1			4		\$ 206.60
Quantities			2	4		\$ 331.70
QA/QC			8	4		\$ 707.00
Final Cost Estimate		2				\$ 133.84
Technical Specifications		2	4			\$ 384.04
95% Submittal		1		2		\$ 170.22
Address 95% review comments		1		8		\$ 480.12
100% Submittal		2		2		\$ 237.14
						\$ -
PREPARE BIDDING DOCUMENTS						
Technical Specifications				6		\$ 375.30
Bidding Assistance (answer RFIs)		4	4			\$ 517.88
Meetings (Assume 2 pre-bid meetings)		6	6			\$ 776.82
						\$ -
Direct Labor Cost		37	40	139	6	\$13,394.95
Overhead (134.9%)						\$18,069.79
Fixed Fee (13%)						\$4,090.42
DIRECT COSTS						
Description	Quantity	Units	Unit Cost			
Mileage	384	miles	\$ 0.625			\$ 240.00
Subtotal Direct Costs						\$ 240.00
Total Project Cost						\$ 35,795.15
Notes: Assume no water quality will be required Assume no detention will be required Assume no front end specification documents required Assume Construction Administration is not included Assume no boundary survey is necessary Assume no property takings or easements needed						
Civil Design, Inc. - Hourly Rates						
President						\$ 72.50
Project Manager II						\$ 66.92
Project Engineer III						\$ 62.55
Project Engineer II						\$ 51.65
Project Engineer I						\$ 46.88
Professional Land Surveyor II						\$ 64.38
Survey Technician II						\$ 35.47

7c



May 1, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Pottery Road Intersection

Mayor & City Council,

On your agenda for the May 1st, 2023 meeting is a contract with Civil Design, Inc. for the design of the necessary improvements for the Pottery Road and Don Avenue intersection. This design will satisfy the City's responsibilities in the Don Avenue development agreement passed by Council last month. An exhibit showing the intersection is attached and outlined in red.

The contract is for \$37,795.15. The 2022-2023 budget included \$200,000 for Pottery Road and will cover the cost of design.

Feel free to reach out with any questions.

Sincerely,

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

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM SCS ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR A SOIL INVESTIGATION AT THE OLDENBURG INDUSTRIAL PARK AND STRUCKHOFF SANITARY LANDFILL 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 Proposal from SCS Engineers for Professional Engineering Services for a Soil Investigation at the Oldenburg Industrial Park and Struckhoff Sanitary Landfill. A copy of the proposal is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2023 Budget as follows:
Solid Waste Fund 420 –Add \$60,000 Landfill Soil Investigation (420-38-000-520100 Engineering and Consultants).

SECTION 3: 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 proposal.

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

:

7d

April 25, 2023
File 270260222

Ms. Andrea Lueken, P.E.
City Engineer
City of Washington
405 Jefferson Street
Washington, Missouri 63090

Subject: Proposal for Professional Engineering Services
Fiscal Year 2023 Landfill Closure Planning
City of Washington Struckhoff Sanitary Landfill – Washington, Missouri
Missouri Solid Waste Permit No. 0107116

Dear Ms. Lueken,

SCS Engineers (SCS) appreciates the opportunity to provide this proposal to the City of Washington, Missouri (City). As you are aware, the City of Washington Struckhoff Sanitary Landfill (Landfill) is reaching its end of life and is currently estimated to reach capacity in 2026 or 2027.

With the landfill nearing capacity, the landfill is transitioning into a new phase. In addition to the routine operations such as waste acceptance, daily cover, and environmental compliance, the landfill will also need to begin preparation for end of life activities and long-term management of the closed facility. The following are two critical issues that will be important to address early in the preparation for the landfills' end of life:

- Available airspace and its location on the landfill will become a more prominent issue. This is particularly true for areas on landfill slide slopes and other areas requiring placement of thinner waste thicknesses, or areas where a particular type of waste may be needed (i.e., not construction and demolition). Advance notice of the more challenging areas of waste placement will allow the site additional time to fill these areas as waste loads are available and with favorable weather conditions.
- Understanding the landfill's current soil balance will be critical to ensure sufficient soil is available for daily cover, intermediate cover, and the soil portion of the final cover system. If enough adequate soil is not available onsite, then the City will need time to assess and procure alternative soil sources.

With these two issues in mind, the following scope of services is proposed for Fiscal Year 2023 (FY2023).



7d

SCOPE OF SERVICES

Task 1: Survey

In order to assist in understanding the landfill's remaining airspace and existing soil quantities, SCS will coordinate the survey of the existing landfill footprint and the landfill's current borrow areas south of the landfill, approximately 65 acres. The contracted surveyor will setup using the landfill existing coordinate system. The borrow area will be tied into the landfill's coordinate system, control will be set if needed for the borrow area.

The topographic ground survey will occur first in this scope of services.

The selected survey company, contracted to SCS, will provide an electronic AutoCAD file of the survey to both SCS and the City. SCS will utilize this data for other tasks in this scope of services.

Task 2: Existing Borrow Soil Evaluation

SCS will conduct a soil investigation at the landfill's current borrow areas. The goal of this evaluation is to gather information to determine the how much soil is available on site and determine if the quality is adequate for the landfill's final cover system.

We anticipate this to include approximately 1 boring/test pit per 3 to 4 acres and will target the approximately 25 acres of borrow located south of the landfill. Boring depth will be approximately 10 to 15 feet or to refusal/bedrock. The following Figure 1 shows the proposed locations of the borings.

Figure 1. Proposed Boring Locations



SCS will contract with a driller to perform the field work component of this investigation. In addition to the driller, SCS will have one person onsite during the field work to document observations and coordinate sample collection. Samples will be collected from each boring if field observation

indicates the soil could potentially be used in the landfill's final cover system. No more than 14 samples total will be collected for laboratory analysis.

SCS will utilize a soils laboratory to analyze the samples, it is expected the samples may be analyzed for:

- Atterberg limits (each sample)
- Soil classification (each sample)
- Percent passing 200 sieve (each sample)
- Standard Proctor (number to be determined after receipt of initial soil results, assumed no more than 6)
- Permeability (number to be determined after receipt of initial soil results, assumed no more than 6)

While onsite for Task 1, the locations of the proposed boreholes will be marked in the field. Results of the existing borrow soil evaluation will be included in the Task 4 memo/report.

Task 3: Support for Borrow Soil Evaluation at Industrial Park

It is our understanding the City is planning to develop a portion of the future Richard Oldenburg Industrial Park (Industrial Park) located at 7056 Highway 100, Washington, Missouri. Consideration has been made that the soil from the Industrial Park might be suitable in both quality and quantity for use with the landfill operations or landfill final cover system. We recommend a borrow soil evaluation be conducted at the site.

We understand that Cochran Engineering (Cochran) is conducting a geotechnical evaluation for the development. SCS will work with Cochran to obtain information relevant for the landfill soils evaluation from the Industrial Park's planned geotechnical investigation. It is expected Cochran will conduct the field work, prepare the geotechnical investigation, and generally handle the geotechnical evaluations needed for the Industrial Park. SCS will work with Cochran to collect soil data from their proposed boring locations SCS will coordinate with Cochran in advance which borings SCS intends to use for the soil investigation. During Cochran's field work, SCS will have one person onsite to observe and direct collection of samples for the landfill's soil evaluation.

The emphasis of the landfill's soil evaluation will be in the approximately 35.40-acre Lot 3. We propose to select five of Cochran's proposed borings to observe and collect soil samples for further analytical testing. No more than 10 soil samples are expected to be collected for analysis. SCS will contract with a soils laboratory to have the samples tested for:

- Atterberg limits (each sample)
- Soil classification (each sample)
- Percent passing 200 sieve (each sample)
- Standard Proctor (each sample)
- Permeability (number to be determined after receipt of initial soil results, assumed no more than 5)

It is assumed these borings will be drilled on the same day, requiring only one mobilization to the Industrial Park. SCS will collect samples and send the samples to the soils laboratory for analysis. Cost for the laboratory analysis is included with this scope of work.

Unless otherwise stated, this scope of work assumes all field work, including drilling, equipment for drilling, backfilling holes, and personnel will be handled by Cochran, with the exception of SCS oversight personnel and laboratory analysis as it relates to the landfill.

Results of the Industrial Park soil evaluation, as it relates to the landfill, will be included in the Task 4 memo/report. No discussion of the geotechnical evaluation as it relates to the development of the Industrial Park will be included.

Task 4: Summary Memo/Report

Upon completion of Tasks 2 and 3, we'll prepare a summary memo or report that summarizes the estimated soil needs and estimated soil available at the landfill. This document is anticipated to include the following:

- Estimated soil needed for the landfill's final cover system including
 - Currently permitted alternative final cover system
 - Traditional Subtitle D final cover system
- Estimated soil needed for the intermediate cover
- Estimated soil needed for daily operations
- Approximate soil available at the landfill's borrow areas (from Task 2)
- Approximate soil available at the Industrial Park (from Task 3)
- Remaining soil need or soil available for the landfill

A copy of the laboratory data and figure(s) showing the boring locations will be included in the memo/report.

We will work with the City to determine appropriate assumptions for operational soil use estimates.

RESPONSIBILITY OF THE CITY OF WASHINGTON

It is our understanding that the City will provide SCS with all available information pertinent to the assignment, including previous designs, reports, and data as requested. SCS shall rely on information made available by the City as accurate without independent verification.

ESTIMATED PROJECT FEE

SCS will complete the scope of work described herein on a time and materials basis in accordance with our current fee schedule included in Attachment A. The cost breakdown for each task is shown below:

Task	Labor	Expenses / Subcontractor	Estimated Fee
Task 1: Survey	\$1,200	\$9,600	\$10,800
Task 2: Existing Borrow Soil Evaluation	\$3,700	\$14,100*	\$17,800
Task 3: Support for Borrow Soil Evaluation at Industrial Park	\$3,700	\$11,100*	\$14,800
Task 4: Summary Memo / Report	\$9,000	-	\$9,000
Total	\$17,600	\$34,800*	\$52,400

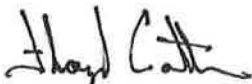
*Assumes maximum number of soil tests listed in task; the actual number of samples will depend on what is encountered during drilling.

ACCEPTANCE OF WORK

SCS has included in Attachment B our Terms and Conditions for completing the scope of services. If you are in agreement with the above scope, fees, and terms and conditions, please sign and date the last page of the Terms and Conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

SCS appreciates the opportunity to be of continued service to the City. We look forward to discussing any questions or comments you may have concerning this proposal. Please contact Renee Trenshaw at 913-749-0707 or Floyd Cotter at 913-749-0726 with questions or comments. Thank you for your consideration.

Sincerely,



Floyd Cotter
Vice President / Project Director
SCS ENGINEERS



Renee Trenshaw
Project Manager
SCS ENGINEERS

rdt/ajw/fec

Attachment A Fee Schedule
Attachment B Terms and Conditions, Notice to Proceed

Attachment A
Fee Schedule

2023 STANDARD FEE SCHEDULE

Labor Category	Rate
Principal.....	\$275
Senior Project Advisor.....	\$240
Senior Project Director.....	\$215
Project Director	\$200
Project Advisor.....	\$185
Senior Project Manager	\$175
Project Manager.....	\$160
Senior Project Professional	\$145
Project Professional.....	\$130
Staff Professional.....	\$115
Designer/Graphics.....	\$110
Associate Professional.....	\$105
Technical Associate	\$95
Senior Technician.....	\$90
Technician	\$75
Project Administrator	\$95
Administrative Assistant.....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

Support Services

Specialty Software.....	\$20.00 per hour
24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%

Per Diem and Travel

Hotel, Airfare.....	Cost plus 15%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Direct Push Geoprobe®	\$750.00 per day
Track-mounted Dirc Push/Drilling Geoprobe®	\$1,250.00 per day
All Terrain Vehicle (UTV)	\$100.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$125.00 per day
Misc. Survey Tools/Equipment.....	\$25.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$35.00 per day
Oil/Water Interface Probe.....	\$65.00 per day
pH/Temperature/Conductivity Meter (for water)	\$25.00 per day
Peristaltic/Low-Flow Pump	\$50.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator	\$100.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$135.00 per day
Flow-Thru Multi-Parameter Meter.....	\$175.00 per day
Turbidimeter	\$35.00 per day
Composite Sampler	\$75.00 per day
QED Pump Controller.....	\$125.00 per day
GEM 5000.....	\$150.00 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2023 and are subject to revision.

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Attachment B
Terms and Conditions, Notice to Proceed

SCS ENGINEERS

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

- 1. SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
- 2. PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
- 3. OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
- 4. INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages in limits shown in Exhibit A. An insurance certificate will be provided upon request.
- 5. INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
8. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
9. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
10. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
11. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
12. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

- 13. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
- 14. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
- 15. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
- 16. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
- 17. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
- 18. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
- 19. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.
- 20. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Missouri will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

21. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

City of Washington

By 
Signature

By _____
Signature

Floyd Cotter
Typed Name

Typed Name

Vice President / Project Director
Title

Title

4/25/2023
Date of Signature

Date of Signature

7d

"EXHIBIT A"
INSURANCE

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

- (1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

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

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

- (3) Automobile Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each occurrence, \$3 million aggregate.
- (4) Architect's and Engineer's Professional Liability Insurance. Bodily injury and property damage combined single limit -- \$1 million each claim, \$3 million aggregate.

The Commercial General Liability and Architect's and Engineer's Professional Liability Insurance shall include Contractual Liability Coverage.



April 25, 2023

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

RE: Struckhoff Sanitary Landfill Soils Investigation for Closure Planning
Located at Oldenburg Industrial Park and at the Struckhoff Sanitary Landfill
Professional Service Contract

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The proposed consultant work includes surveying, sampling soils, evaluating sites and providing recommendations for beginning the design to close the Struckhoff Sanitary Landfill. These results will provide the borrow area locations of the soils that will be used as the final soil cover on the landfill. These soils must meet strict MDNR regulations. Possible borrow area locations included the Oldenburg Industrial Park or the area surrounding the Struckhoff Sanitary Landfill.

Find enclosed an ordinance that would allow the City to enter into a contract with SCS Engineers for engineering services as well as amending the 2023 budget for the subject project. In August of 2021 the City solicited design engineers through the Request for Qualifications process to provide engineering consulting services for a 5 year term. Five consultants were considered and SCS Engineers was deemed the most qualified to address the City's landfill and transfer station related services.

Cost of the project: \$52,400.00 Budget Amendment required

Approval is recommended.

Respectfully Submitted,

Andrea F. Lueken

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

Cc: Mary Sprung, Finance Manager

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

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

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

SECTION 1: This ordinance shall amend the 2023 Budget as follows:

General Fund 001 – Add increase of \$39,300 for Midwest Pool Management change in contract for an increase in lifeguarding staffing fees for the 2023 pool season (001-22-000-520400 Other Contracted Services).

SECTION 2: 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



May 1, 2023

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

RE: Pool Contract Budget Amendment

Honorable Mayor and City Council,

At the April 3 City Council meeting Council approved the Pool Contract Amendment with Midwest Pool Management for the increase in lifeguarding fees. Attached is a budget amendment ordinance for Midwest Pool Management (MPM) lifeguard and pool management contract for 2023. The amendment was necessary due to an increase in maintenance costs and labor. The combined maintenance and labor increase is \$39,300.

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 AMENDING SECTION 370.190 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 370.190 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

1. Any qualified motorcycle operator who is twenty-six years of age or older may operate a motorcycle or motor tricycle upon any highway, road, or street of this City without wearing protective headgear if he or she in addition to maintaining proof of financial responsibility in accordance with Chapter 303 RSMo, is covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motor tricycle.

2. Proof of coverage required by subsection 1 of this section shall be provided, upon request by authorized law enforcement, by showing a copy of the qualified operator's insurance card.

3. No person shall be stopped, inspected, or detained solely to determine compliance with this section.

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



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

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

April 25, 2023

Mayor Doug Hagedorn
City Council Members

RE: Amendment of code related to motorcycle helmets

Honorable Mayor and City Council,

Please find the enclosed amended code as it relates to headgear requirements for motorcycles or motor tricycles. The City Prosecutor and I are requesting the amendment so that city code matches state statute. The amended code will allow any qualified motorcycle operator who is twenty-six years of age or older to operate a motorcycle or motor tricycle without wearing protective headgear if he or she maintains proof of financial responsibility. In addition, they must be covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred because of an accident while operating or riding on a motorcycle or motor tricycle.

Should you have any specific questions or concerns prior to the council meeting, please reach out to me.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

Section 370.190 Headgear Required — Motorcycles Or Motortricycles.

- ~~A. Every person operating or riding as a passenger on any motorcycle or motortricycle, as defined in this Title, upon any highway of this City shall wear protective headgear at all times the vehicle is in motion. The protective headgear shall meet reasonable standards and specifications established by the Director of Revenue.~~
- ~~B. The penalty for failure to wear protective headgear as required by Subsection (A) of this Section shall be deemed an ordinance violation for which a fine not to exceed twenty-five dollars (\$25.00) may be imposed. Notwithstanding all other provisions of law and court rules to the contrary, no court costs shall be imposed upon any person due to such violation. No points shall be assessed pursuant to Section 302.302, RSMo., for a failure to wear such protective headgear.~~
- ~~C. A person operating or riding in an autoecycle may not be required to wear protective headgear.~~

1. Any qualified motorcycle operator who is twenty-six years of age or older may operate a motorcycle or motortricycle upon any highway, road, or street of this City without wearing protective headgear if he or she in addition to maintaining proof of financial responsibility in accordance with Chapter 303 RSMo, is covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motortricycle.

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2. Proof of coverage required by subsection 1 of this section shall be provided, upon request by authorized law enforcement, by showing a copy of the qualified operator's insurance card.

3. No person shall be stopped, inspected, or detained solely to determine compliance with this section.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH HOFFMANN HILLERMANN NURSERY & FLORIST FOR THE PURCHASE OF A EXMARK LAZER E-SERIES 60 ZERO TURN MOWER

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 with Hoffmann Hillermann Nursery & Florist in an amount totaling Ten Thousand, Four Hundred Seventy-Ninety Dollars, and Zero Cents (\$10,479.00) for the purchase of a Exmark Lazer E- Series 60 Zero Turn Mower. A copy of said sales contract is attached hereto and marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

SALES CONTRACT

This Sales Contract made and entered into this _____ day of _____, 2023, by and between Hoffmann Hillermann Nursery & Florist, 2601 East 5th Street (PO Box 1160), Washington, MO 63090, herein referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one Exmark Lazer E-Series 60 Zero Turn Mower.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one Exmark Lazer E-Series 60 Zero Turn Mower for payment in the total sum of Ten Thousand Four Hundred Seventy-Nine Dollars and Zero Cents (\$10,479.00).

The contract documents shall consist of the following:

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

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

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

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

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

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk



April 20, 2023

RE: Recommendation – Purchase Budgeted Mower

Honorable Mayor and City Council,

As you may be aware, before deciding to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, we budgeted for a new Walk Behind Mower, but we need to replace our 2016 (60") Zero Turn Mower this year, due to recent repairs to our current 2016 Walk Behind, which we will keep another year and replace the Zero Turn this year. The Street Department budgeted \$8,000 to replace the Walk Behind Mower, however the bid for the Zero Turn Mower came in at \$10,479, which is \$2,479 over budget. Our recent purchase of a Skid Steer came in under budget at \$7,706, so we will use that extra money to cover the additional \$2,479.

Vendor	Make Model	Quoted Price
Wayde's Equipment of Union 1218 W Springfield Ave Union, MO 636-583-8830	Kubota Z725H-3-60	\$10,333.72
Hoffmann Hillermann Nursery & Florist 2601 E 5 th St Washington, MO 636-239-6729	Exmark Lazer E-Series 60	\$10,479.00
Sydenstricker/Nobbe	John Deere Z930M 60	\$12,799.00

The bids show that the Kubota is \$145.28 less than the Exmark, but I am requesting that we purchase the Exmark as we have used that the 7 years with great success and few repairs. The guys are used to how the equipment operates and we have a great support from Hoffmann Hillermann for maintenance and service parts, as well as them being a local vendor.

I recommend that the City of Washington contract with Hoffmann Hillermann Nursery & Florist, for the purchase of a Exmark Lazer E-Series 60 Kohler in the amount of, \$10,479.00.

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

Respectfully,


 Tony Bonastia
 Street Superintendent

HOFFMANN HILLERMANN NURSERY & FLORIST
2601 EAST 5TH STREET
P.O. BOX 1160
WASHINGTON, MO. 63090
PHONE: (636) 239-6729

Customer No.	Job No.	Purchase Order No.	Reference	Terms	Clerk	Date	Time
1073		MOWER QUOTE	STREET DEPT	END OF MONTH	WB	4/10/23	10:30

Sold To
 WASHINGTON CITY OF
 & FINANCE DEPT.
 405 JEFFERSON STREET
 WASHINGTON MO 63090

Ship To

EXP. DATE: 4/11/23 DOC# 885126
 TERM#580
 * ESTIMATE *
 SLSPR: WB MITCHELL W. BEVFCDEN
 TAX : 002 MISSOURI EXEMPT EST. 885126

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/PER	EXTENSION
	1	EA	LZE742GYC604A3	EXMARK LAZER E-SERIES 60 KOHLER	14077.00	1	10479.00 /EA	10,479.00 N
							TAXABLE	0.00
							NON-TAXABLE	10479.00
							SUBTOTAL	10479.00
							TAX AMOUNT	0.00
							TOTAL AMOUNT	10479.00

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

X _____
 Received By

#145. higher

Sourcewell
 Utility Tractors & Mowers - 031121
 OK and AG - 080319
 Utility Vehicles 122220
 Arkansas 4600041738
 Delaware 689-21673
 Mississippi (CE Only) 8200056371
 Missouri 8200055641

Z725KH-3-60 WEB QUOTE #2635736
 Date: 4/7/2023 10:33:44 AM
 - Customer Information -
 BONASTIA, TONY
 CITY AF WASHINGTON
 TBONASTIA@WASHMO.GOV
 314-541-4010

Quote Provided By
 WAYDE'S EQUIPMENT OF UNION
 KEVIN HUBENTHAL
 1218 W SPRINGFIELD AVE
 UNION, MO 63084
 email:
 KHUBENTHALOFWEU@GMAIL.COM
 phone: 6365838830

- Standard Features -

- Custom Options -



Z700 Series Z725KH-3-60
 *** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE
 Air-cooled, V-Twin Vertical
 Shaft
 Kohler Command Pro CV742
 25 Gross HP @ 3600 rpm*
 Displacement 747 cc
 Kubota Model GH740V

OPERATING FEATURES
 Premium Adjustable Suspension
 Seat w/ Kubota Exclusive Design
 Zero Turn Radius
 Foot Controlled Brake
 Adjustable Levers and Mower Deck
 Lift Pedal
 Cup Holder & Storage
 Compartments
 Semi-pneumatic, Smooth, Flat free
 Front Tires

TRANSMISSION
 Parker Torcompact HTG14
 Integrated 14cc pump and
 wheel motor
 Internal Parking Brake
 Forward Speeds 0 - 11.2 mph
 Reverse Speeds 0 - 5.6 mph

SAFETY EQUIPMENT
 Seat Safety Switch
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS

STEERING / MOTION CONTROL
 (2) Hand Levers
 Hydraulically Damped

PTO SYSTEM
 Belt Driven
 Dynamo-Electric clutch

FLUID CAPACITY
 Fuel Tank 11.6 gal
 Oil 1.9 qts
 Transaxle 3.5 qts

MOWER DECK
 60" Cutting Width
 1-5" Cut Height, Adjustable
 1/4" Increments
 Flexible Discharge Cover
 Fabricated 8 Gauge Steel
 6" Deep Design
 3 Blades
 18,600 fpm Blade Tip Speed
 Maintenance-Free Sealed Spindles

DIMENSIONS
 Height 70.8"
 Length 83.9"
 Width w/o deck 54.7"
 Wheelbase 51"

* Manufacturer's estimate.

TIRES AND WHEELS
 Front Casters 13 x 5.0 - 6 Flat free
 Rear 24 x 9.5 -12 Turf

Z725KH-3-60 Base Price: \$12,399.00
Configured Price: \$12,399.00
 Sourcewell Discount: (\$2,727.78)
SUBTOTAL: \$9,671.22
 Dealer Assembly: \$0.00
 Freight Cost: \$262.50
 PDI: \$400.00

Total Unit Price: \$10,333.72
 Quantity Ordered: 1
 Final Sales Price: \$10,333.72

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer.

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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JOHN DEERE



SYDENSTRICKER NOBBE

Z930M - 25.5HP with Full Suspension Seat / 60" Deck



[View Product Brochure](#)

Z930M - 25.5HP with Full Suspension Seat / 60" Deck

\$12,799.00

Attachments

No Attachments selected.

Package Price: \$12,799.00

Subtotal: \$12,799.00

Sales Tax (percentage): % = \$0.00

Total with Tax: \$12,799.00

Service Solutions

No Service Solutions selected.

Delivery Fee: \$0.00

Trade-in (\$):

Total: \$12,799.00

Financing

Select your financing option below

- Cash
- 0% APR for 48 months
- 0% APR for 48 months

**Taxes & fees not included in the terms. Price subject to change. Some exclusions apply. See dealer for complete details.

7g

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AMENDMENT TO THE FINAL
PLAT OF THE TERRACE IN WASHINGTON PLAT 1, IN THE CITY
OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of the amendment to The Terrace in Washington Plat 1,
in the City of Washington, Franklin County, Missouri, has been submitted to the City for
approval; and

WHEREAS, the City Council granted preliminary plat approval of this subdivision
on December 7, 2020; and

WHEREAS, the City Clerk and City Engineer have certified that the required
improvements have not been completed however, a Performance Contract is attached hereto
and marked as Exhibit A to see that they shall be completed per the City Code.

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

SECTION 1: The final plat of the amendment to The Terrace in Washington Plat 1,
in the City of Washington, Franklin County, Missouri, is hereby approved and the same is
ordered recorded with the Franklin County, Missouri, Recorder of Deeds.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

PERFORMANCE CONTRACT

Whereas, the Code of the City of Washington, Missouri provides in Section 410.035(G)(5) that all minimum improvements shall be installed and approved in a subdivision before the final plat of the subdivision is submitted to the City of Washington, Missouri, unless written approval is given by the City Council to complete said improvements as the subdivision is developed; and

Whereas, pursuant to Section 410.035(G)(5), in lieu of the completion of the minimum improvements previous to the final approval of a plat, the City Council shall accept, at the option of the developer, an escrow secured with cash or an irrevocable letter of credit deposited with the City, or the City may accept a surety bond and such bond shall be in an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the minimum improvements; and

Whereas, the undersigned owner has requested the City Council of the City of Washington, Missouri, to grant final plat approval of "The Amendment to the Terrace in Washington, Plat 1", even though all minimum improvements have not been installed and approved; and

Whereas, the City Engineer has determined that the amount of Eighty-Five Thousand Five Hundred and Seventy-Seven Dollars (\$85,577.00) is equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed.

Now, Therefore, in consideration of the acceptance and final plat approval by the City Council of the City of Washington, Missouri, of the "Amendment to the Terrace in Washington, Plat 1", and in accordance with Section 410.035(G)(5) of the Code of the City of Washington, Missouri, the undersigned hereby agrees to furnish the City of Washington, Missouri, at the undersigned's option, an irrevocable letter of credit or an escrow secured with cash, in the amount of Eighty Five Thousand Five Hundred and Seventh Seven Dollars (\$85,577.00) equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed, as determined by the City Engineer. The City of Washington, Missouri may accept, in lieu of an irrevocable letter of credit or an escrow secured with cash, a surety

bond with surety in an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the improvements and utilities shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer.

It is further understood and agreed the undersigned shall complete construction and installation of the improvements and shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer within twenty-four (24) months of the date hereof.

It is further understood and agreed to that no utility service connections or occupancy permits shall be issued to the owner, or to any other person, firm, corporation, association or partnership, for any structure, unless and until all utilities and improvements have been constructed, erected and installed in said structure and upon lots on which said structure is situated in accordance with the Subdivision Improvement Plans.

It is hereby further understood and agreed that no occupancy permit shall be issued to the owner or any other person, firm, corporation, association or partnership for any structure on any street that is not completed in front of or adjacent to such lots upon which such structure is situated.

Dated this ____ day of _____, 20__.

Owner/Subdivider/Divider/Applicant

Name and Title

Company Name

City of Washington, Missouri

Mayor

Seal:

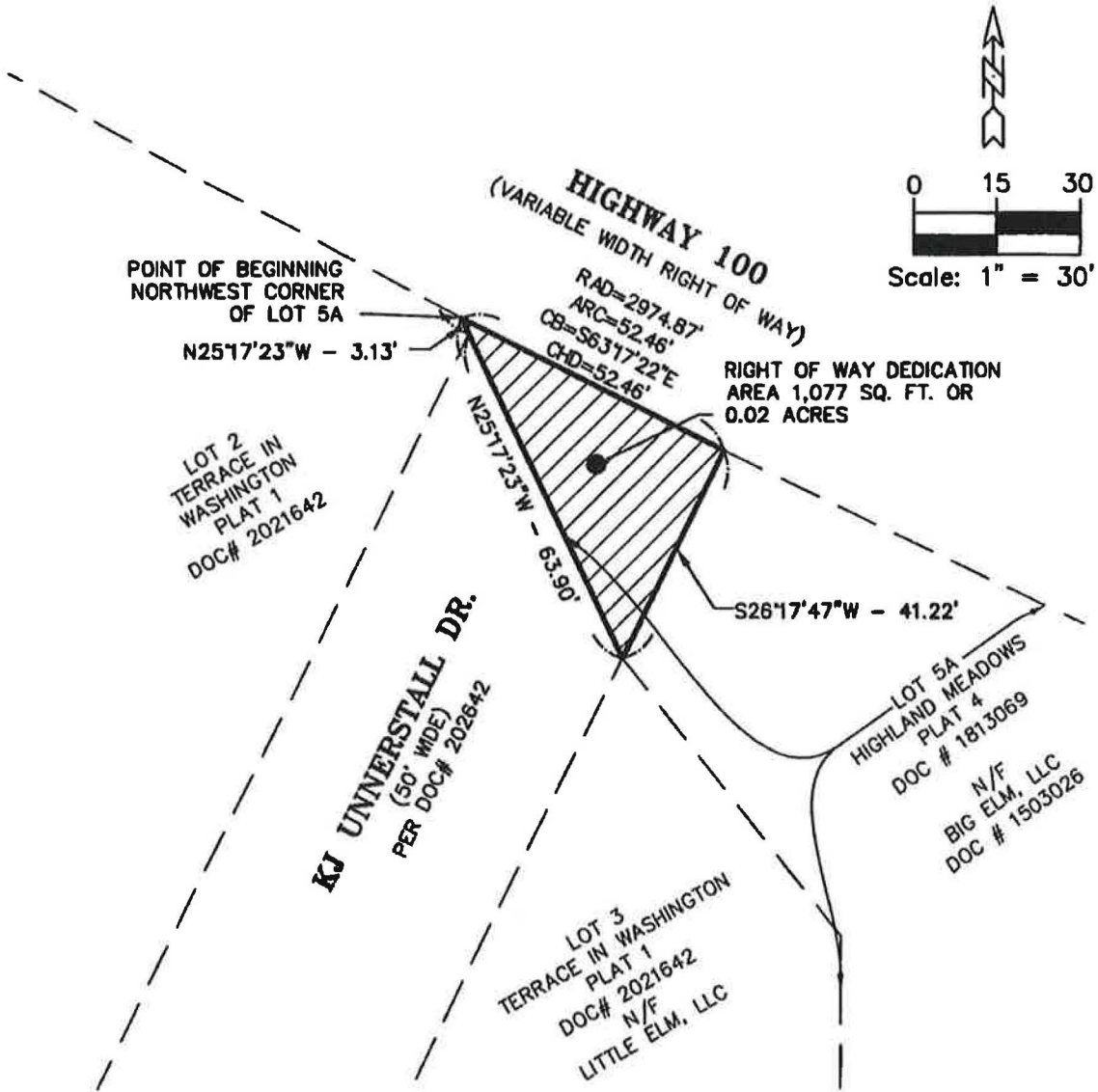
Attest:

City Clerk

2a

EXHIBIT "A"

A TRACT OF LAND BEING PART OF LOT 5A OF HIGHLAND MEADOWS PLAT 4, BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



530A East Independence Dr
Union, Missouri 63084

838-564-0510 (tel.)
838-564-0512 (fax)
msh@cochranseng.com

COCHRAN

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DRAWN BY: **DKG** DATE: **4-24-23** PLOTTED BY: **20-8298**

8a



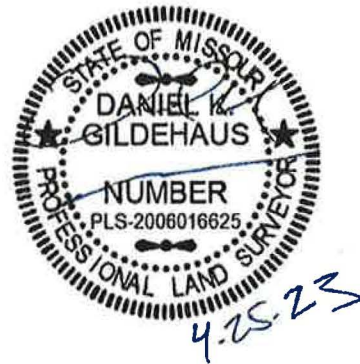
TERRACE IN WASHINGTON
RIGHT OF WAY DEDICATION
PROJECT NO. 20-8298
APRIL 24, 2023

EXHIBIT A

KJ UNNERSTALL DRIVE RIGHT OF WAY DEDICATION DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO BIG ELM, LLC BY DEED RECORDED AS DOCUMENT NO. 1503026 OF THE FRANKLIN COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, SAID PARCEL BEING A PORTION OF LOT 5A OF HIGHLAND MEADOWS PLAT 4 AS RECORDED AS DOCUMENT NO. 1813069 OF SAID RECORDER OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5A OF HIGHLAND MEADOWS PLAT 4, SAID POINT BEING ON THE NORTH LINE OF LOT 2 OF TERRACE IN WASHINGTON PLAT 1 AS RECORDED AS DOCUMENT NO. 2021642 OF SAID RECORDER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE SOUTHERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100, THENCE ALONG THE COMMON LINE BETWEEN SAID LOT 5A AND SAID SOUTHERN RIGHT OF WAY LINE, 52.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2974.87 FEET, AND A CHORD THAT BEARS S63°17'22"E 52.46 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND CROSSING SAID LOT 5A, S26°17'47"W 41.22 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF KJ UNNERSTALL DRIVE AS DEDICATED UPON SAID PLAT OF TERRACE IN WASHINGTON PLAT 1; THENCE N25°17'23"W ALONG THE COMMON LINE BETWEEN SAID LOT 5A AND KJ UNNERSTALL DRIVE RIGHT OF WAY LINE, 63.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N25°17'23"W ALONG THE COMMON LINE BETWEEN SAID LOT 5A AND LOT 2, 3.13 FEET TO THE POINT OF BEGINNING, CONTAINING 1,077 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.



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 St Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF HIGHLAND MEADOWS PLAT 8, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of Highland Meadows Plat 8, in the City of Washington, Franklin County, Missouri, has been submitted to the City for approval; and

WHEREAS, the City Council granted preliminary plat approval of this subdivision on December 7, 2020; and

WHEREAS, the City Clerk and City Engineer have certified that the required improvements have not been completed however, a Performance Contract is attached hereto and marked as Exhibit A to see that they shall be completed per the City Code.

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

SECTION 1: The final plat of the amendment to Highland Meadows Plat 8, City of Washington, Franklin County, Missouri, is hereby approved and the same is ordered recorded with the Franklin County, Missouri, Recorder of Deeds.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

PERFORMANCE CONTRACT

Whereas, the Code of the City of Washington, Missouri provides in Section 410.035(G)(5) that all minimum improvements shall be installed and approved in a subdivision before the final plat of the subdivision is submitted to the City of Washington, Missouri, unless written approval is given by the City Council to complete said improvements as the subdivision is developed; and

Whereas, pursuant to Section 410.035(G)(5), in lieu of the completion of the minimum improvements previous to the final approval of a plat, the City Council shall accept, at the option of the developer, an escrow secured with cash or an irrevocable letter of credit deposited with the City, or the City may accept a surety bond and such bond shall be in an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the minimum improvements; and

Whereas, the undersigned owner has requested the City Council of the City of Washington, Missouri, to grant final plat approval of "Highland Meadows, Plat 8", even though all minimum improvements have not been installed and approved; and

Whereas, the City Engineer has determined that the amount of Sixteen Thousand Six Hundred Dollars (\$16,600.00) is equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed.

Now, Therefore, in consideration of the acceptance and final plat approval by the City Council of the City of Washington, Missouri, of the "Highland Meadows, Plat 8", and in accordance with Section 410.035(G)(5) of the Code of the City of Washington, Missouri, the undersigned hereby agrees to furnish the City of Washington, Missouri, at the undersigned's option, an irrevocable letter of credit or an escrow secured with cash, in the amount of Sixteen Thousand Six Hundred Dollars (\$16,600.00) equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed, as determined by the City Engineer. The City of Washington, Missouri may accept, in lieu of an irrevocable letter of credit or an escrow secured with cash, a surety bond with surety in an amount and with surety and other reasonable conditions, providing for and securing the

actual construction and installation of the improvements and utilities shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer.

It is further understood and agreed the undersigned shall complete construction and installation of the improvements and shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer within twenty four (24) months of the date hereof.

It is further understood and agreed to that no utility service connections or occupancy permits shall be issued to the owner, or to any other person, firm, corporation, association or partnership, for any structure, unless and until all utilities and improvements have been constructed, erected and installed in said structure and upon lots on which said structure is situated in accordance with the Subdivision Improvement Plans.

It is hereby further understood and agreed that no occupancy permit shall be issued to the owner or any other person, firm, corporation, association or partnership for any structure on any street that is not completed in front of or adjacent to such lots upon which such structure is situated.

Dated this ____ day of _____, 20__.

Owner/Subdivider/Divider/Applicant

Name and Title

Company Name

City of Washington, Missouri

Mayor

Seal:

Attest:

City Clerk

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	\$ 3,200,501.88
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:					\$ 124,098,079.68

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	495,173.79	-2.72%
MARCH	432,715.60	444,964.47	417,215.47	468,305.25	483,461.03	400,841.38	-17.09%
APRIL	354,143.36	387,311.51	365,080.95	387,138.97	393,317.74	476,640.26	21.18%
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	\$ 3,200,501.88	

Increase (Decrease)
Over Prior Year

8.00%

-1.93%

3.80%

7.32%

6.57%

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

3.76%

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	\$ 12,244,937.34
TOTAL COLLECTIONS TO DATE:		\$ 55,076,504.25

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	247,587.18	-2.72%
MARCH	216,358.10	222,481.70	208,607.73	234,152.34	241,730.89	200,420.71	-17.09%
APRIL	177,071.76	193,656.33	182,540.31	193,569.47	196,659.57	238,319.46	21.18%
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	\$ 1,600,250.66	

Increase
(Decrease) Over
Prior Year

8.00%

-1.93%

3.80%

7.32%

6.57%

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

3.76%

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

1/2 % TRANSPORTATION SALES TAX

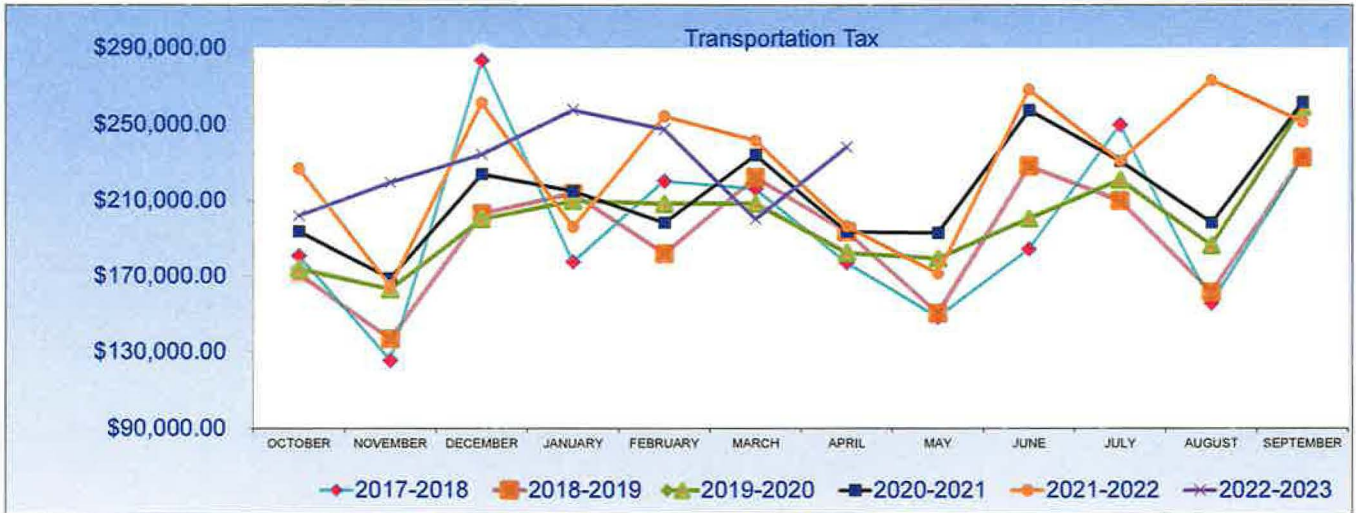
MONTH	2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		Monthly % Increase/ (Decrease)
OCTOBER	\$	180,849.11	\$	170,946.23	\$	173,893.15	\$	193,707.83	\$	227,070.97	\$	202,105.68	-10.99%
NOVEMBER		125,504.37		136,840.50		162,999.68		168,755.33		164,738.72		219,633.66	33.32%
DECEMBER		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		247,587.19	-2.72%
MARCH		216,358.08		222,481.85		208,607.77		234,152.35		241,730.92		200,420.73	-17.09%
APRIL		177,071.74		193,656.25		182,540.19		193,569.46		196,659.56		238,319.52	21.18%
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	\$	1,600,250.79	

Increase (Decrease) Over Prior Year 8.01% -1.93% 3.80% 7.32% 6.57%

COLLECTIONS 2005 TO PRESENT: **\$33,338,806.35**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **3.76%**

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

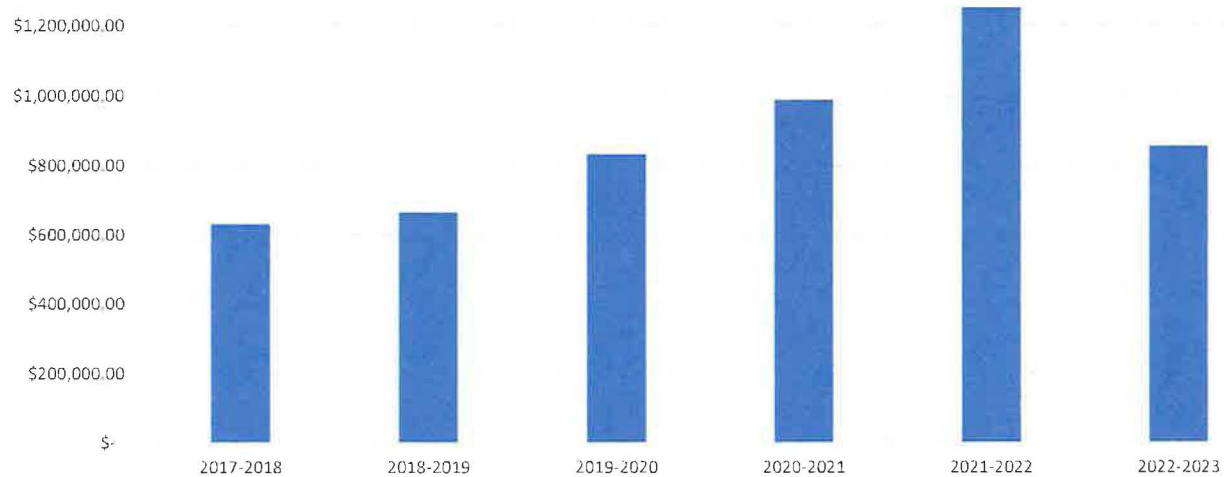


LOCAL OPTION USE TAX

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	150,469.87	47.11%
MARCH	76,542.59	79,877.50	81,178.43	104,092.21	99,642.15	88,685.96	-11.00%
APRIL	47,032.55	54,168.57	51,201.38	83,105.78	117,044.07	142,947.05	22.13%
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	\$ 855,864.97	

COLLECTIONS 1998 TO PRESENT: **\$ 11,980,476.56**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **32.27%**





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	15,629,395.00	957,780.74	9,438,103.34	-6,191,291.66	39.61%
Expense	16,293,840.00	16,408,415.00	1,018,425.53	8,253,856.92	8,154,558.08	49.70%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-700,000.00	-779,020.00	-60,644.79	1,184,246.42	1,963,266.42	252.02%
Fund: 003 - LIBRARY FUND						
Revenue	1,813,740.00	1,813,740.00	74,049.20	696,993.95	-1,116,746.05	61.57%
Expense	1,810,640.00	1,854,860.00	60,776.07	1,041,046.66	813,813.34	43.87%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	3,100.00	-41,120.00	13,273.13	-344,052.71	-302,932.71	-736.70%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	908,110.00	908,110.00	1,569.53	845,513.27	-62,596.73	6.89%
Expense	1,150,770.00	1,285,770.00	58,573.38	483,675.20	802,094.80	62.38%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-242,660.00	-377,660.00	-57,003.85	361,838.07	739,498.07	195.81%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	295,000.00	295,000.00	0.00	289,356.37	-5,643.63	1.91%
Expense	1,049,970.00	1,166,970.00	18,000.00	57,992.78	1,108,977.22	95.03%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-754,970.00	-871,970.00	-18,000.00	231,363.59	1,103,333.59	126.53%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,646,000.00	1,646,000.00	88,685.96	745,438.44	-900,561.56	54.71%
Expense	3,365,430.00	3,595,430.00	290,879.00	845,877.30	2,749,552.70	76.47%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-1,719,430.00	-1,949,430.00	-202,193.04	-100,438.86	1,848,991.14	94.85%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	4,252,320.00	4,252,320.00	185,240.93	1,285,569.18	-2,966,750.82	69.77%
Expense	4,930,000.00	5,108,700.00	80,694.58	661,207.33	4,447,492.67	87.06%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-677,680.00	-856,380.00	104,546.35	624,361.85	1,480,741.85	172.91%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	5,082,590.00	5,082,590.00	272,748.84	1,964,537.75	-3,118,052.25	61.35%
Expense	8,016,140.00	8,418,230.00	209,157.50	3,471,941.10	4,946,288.90	58.76%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-2,933,550.00	-3,335,640.00	63,591.34	-1,507,403.35	1,828,236.65	54.81%
Fund: 265 - COP FUND						
Revenue	1,905,400.00	1,905,400.00	0.00	1,944,594.99	39,194.99	2.06%
Expense	2,105,000.00	2,105,000.00	1,500.00	1,500.00	2,103,500.00	99.93%
Fund: 265 - COP FUND Surplus (Deficit):	-199,600.00	-199,600.00	-1,500.00	1,943,094.99	2,142,694.99	1,073.49%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	330,800.00	330,800.00	5,784.36	323,122.35	-7,677.65	2.32%
Expense	412,750.00	412,750.00	0.00	14,370.81	398,379.19	96.52%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-81,950.00	-81,950.00	5,784.36	308,751.54	390,701.54	476.76%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	148,500.00	148,500.00	307.22	95,893.41	-52,606.59	35.43%
Expense	148,500.00	148,500.00	0.00	1,425.19	147,074.81	99.04%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	0.00	0.00	307.22	94,468.22	94,468.22	0.00%
Fund: 400 - WATER FUND						
Revenue	2,065,910.00	2,065,910.00	164,505.09	1,027,607.08	-1,038,302.92	50.26%
Expense	3,482,520.00	3,515,420.00	121,302.74	766,672.13	2,748,747.87	78.19%
Fund: 400 - WATER FUND Surplus (Deficit):	-1,416,610.00	-1,449,510.00	43,202.35	260,934.95	1,710,444.95	118.00%
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	2,898,000.00	2,898,000.00	220,272.59	1,487,896.24	-1,410,103.76	48.66%
Expense	5,356,710.00	5,360,150.00	173,146.65	2,163,748.03	3,196,401.97	59.63%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,458,710.00	-2,462,150.00	47,125.94	-675,851.79	1,786,298.21	72.55%

Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

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	217,903.84	1,294,774.04	-1,199,125.96	48.08%
Expense	3,293,650.00	3,350,650.00	266,113.87	1,477,639.17	1,873,010.83	55.90%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	-799,750.00	-856,750.00	-48,210.03	-182,865.13	673,884.87	78.66%
Report Surplus (Deficit):	-11,981,810.00	-13,261,180.00	-109,721.02	2,198,447.79	15,459,627.79	116.58%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-700,000.00	-779,020.00	-60,644.79	1,184,246.42	1,963,266.42
003 - LIBRARY FUND	3,100.00	-41,120.00	13,273.13	-344,052.71	-302,932.71
004 - VOLUNTEER FIRE FUND	-242,660.00	-377,660.00	-57,003.85	361,838.07	739,498.07
010 - VEHICLE & EQUIPMENT REP	-754,970.00	-871,970.00	-18,000.00	231,363.59	1,103,333.59
250 - STORMWATER IMPROVEME	-1,719,430.00	-1,949,430.00	-202,193.04	-100,438.86	1,848,991.14
260 - CAPITAL IMPROVEMENT SAI	-677,680.00	-856,380.00	104,546.35	624,361.85	1,480,741.85
261 - TRANSPORTATION SALES TA	-2,933,550.00	-3,335,640.00	63,591.34	-1,507,403.35	1,828,236.65
265 - COP FUND	-199,600.00	-199,600.00	-1,500.00	1,943,094.99	2,142,694.99
272 - DOWNTOWN TIF RPA-1	-81,950.00	-81,950.00	5,784.36	308,751.54	390,701.54
274 - RHINE RIVER TIF RPA-2	0.00	0.00	307.22	94,468.22	94,468.22
400 - WATER FUND	-1,416,610.00	-1,449,510.00	43,202.35	260,934.95	1,710,444.95
410 - SEWAGE TREATMENT FUND	-2,458,710.00	-2,462,150.00	47,125.94	-675,851.79	1,786,298.21
420 - SOLID WASTE FUND	-799,750.00	-856,750.00	-48,210.03	-182,865.13	673,884.87
Report Surplus (Deficit):	-11,981,810.00	-13,261,180.00	-109,721.02	2,198,447.79	15,459,627.79



JOIN US FOR THE

47TH ANNUAL BICYCLE SAFETY RODEO

A FREE COMMUNITY EVENT

SATURDAY, MAY 20, 2023

REGISTRATION 9:00 -10:30AM

WASHINGTON FAIRGROUNDS SWINE PAVILION

ACTIVITIES

- **OBSTACLE COURSE** Ages 5-13 (Under 5 can participate) No training wheels. Bring your bike & helmet or receive a helmet at the event. Trophies to top winners in each age group and bikes for overall girl and boy winners.
- **SAFETY TOWN** Ages 5 and Under
- **CAR SEAT CHECK AND DISTRIBUTION EVENT: 9-11AM**
- **HELMET GIVEAWAY AND HELMET FITTING**
- **MISSOURI CHILD ID PROGRAM • BIKE LICENSING**
- **BIKE INSPECTIONS AND REPAIR**
- **AIREVAC HELICOPTER** (weather permitting and availability)
- **FIRETRUCK**
- **AMBULANCE**
- **BALLOON TWISTERS**

ALL PARTICIPANTS WILL RECEIVE

- A PIZZA SLICE OR HOTDOG
- COOKIE
- ONE DRINK
- POPCORN FOR EVERYONE

ATTENDANCE PRIZES INCLUDE
BIKES, BIKE ACCESSORIES AND
BIKE-THEMED STORYBOOKS



FOR MORE INFORMATION CONTACT

CINDY BUESCHER

636-390-1055



Special thanks to the following businesses & individuals for their donations to make this project a success.

B&J Printing, Berkshire Hathaway-Carol Weber, Paul & Nell Redhage, Diane, Matthew & Jessica Borovic, Carriage Care - Mark & Barb Trebacz, Rick & Julie Frankenberg, Gary & Peg Winzenburger, Rita Griesheimer, Moe's Restaurant, The Thiemann Family - FKI Cleaning, Domino's Pizza, Hope Lodge #251 and Revolution Cycles.

VACCINATE YOUR PETS!



RABIES CLINIC • **\$15 per animal**
Thursday, May 25th 3-5pm

Rabies vaccinations will be offered at a rate of \$15 per animal with Dr. Smith at Animal Hospital of Washington.

211 W. 5th St.
636.239.2745

No Appointment Required!

