

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
 MONDAY, JUNE 5, 2023 - 7:00 P.M.  
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

	<b><u>SUGGESTED</u></b>	
	<b><u>COUNCIL ACTION</u></b>	
<b>1. <u>INTRODUCTORY ITEMS:</u></b>		
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the May 15, 2023, Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Fireworks Display		
b. Liquor License Approval – Wortman-Fortner LLC dba Jack Flash		
c. Liquor License Renewals		
<b>2. <u>PRIORITY ITEMS:</u></b>		
<b><u>Mayor’s Presentations, Appointments &amp; Reappointments</u></b>		
a. Industrial Development Authority Reappointment	Approve/Mayor	
b. Library Board of Trustees Appointment	Approve/Mayor	
c. Library Board of Trustees Reappointment	Approve/Mayor	
d. Parks & Recreation Commission Reappointments	Approve/Mayor	
<b>3. <u>PUBLIC HEARINGS:</u></b>		
a. Proposed Code Amendments – Short Term Lodging	Accept Into Minutes	Memo
b. Proposed Code Amendments – Special Use Permit Revocation	Accept Into Minutes	Memo
c. An ordinance repealing Section 400.235 of the Code of the City of Washington, Missouri and enacting in lieu thereof a new Section 400.235.	Read & Int/Read/Vote/Mayor	Memo
<b>4. <u>CITIZENS COMMENTS:</u></b>		
<b>5. <u>UNFINISHED BUSINESS:</u></b>		
<b>6. <u>REPORT OF DEPARTMENT HEADS:</u></b>		
a. Renewal of City’s Property/Casualty Insurance & Payment Authorization	Approve/Mayor	
<b>7. <u>ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance authorizing and directing the City of Washington, Missouri to enter into an Owner’s Representative Agreement with Eagan Building Group, LLC for Construction Improvements including the City Auditorium Roof Insulation.	Read & Int/Read/Vote/Mayor	Memo

- |  |                            |      |
|--|----------------------------|------|
| b. An ordinance accepting the Quote from Redexim North America, Inc. for the purchase of a Blecavator.   | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance accepting the Quote from American Ramp Company for the purchase of Skate Park Features at Optimist Park.   | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance accepting the Quote from MTI Distributing for the purchase of a Workman UTX.   | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Fabick Cat for the purchase of a Caterpillar 953 Track Loader with Extended Protection Plan.  | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance enacting Sections 221.010, of the Code of the City of Washington, Missouri.  | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance amending Section 700.020 of the Code of the City of Washington, Missouri.  | Read & Int/Read/Vote/Mayor | Memo |
| h. An ordinance amending Section 700.140 of the Code of the City of Washington, Missouri and adding thereto two new sections 700.141 and 700.142.  | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance amending Section 700.320 of the Code of the City of Washington, Missouri.  | Read & Int/Read/Vote/Mayor | Memo |
| j. An ordinance providing for the approval and acceptance of Minimum Improvements for Maintenance for “The Creek at Koch Farm” Subdivision in the City of Washington, Franklin County, Missouri.   | Read & Int/Read/Vote/Mayor | Memo |
| k. An ordinance authorizing and directing the acceptance of a General Release and Settlement Agreement by and between the City of Washington, Missouri and Kist, LLC.  | Read & Int/Read/Vote/Mayor |      |
| l. A resolution authorizing the City of Washington, Missouri to apply for funding through the Franklin County Transportation Committee for the Third Street Overlay and Improvements Project in the City of Washington, Franklin County, Missouri. | Read/Second/Vote/Mayor     | Memo |

**8. COMMISSION, COMMITTEE AND BOARD REPORTS:**

- |  |                            |
|--|----------------------------|
| a. An ordinance approving the Final Plat of Stone Crest Subdivision Plat 18, in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor |
| b. An ordinance approving the Final Plat of W-W Industrial Park Plat 3, in the City of Washington, Franklin County, Missouri.      | Read & Int/Read/Vote/Mayor |

**9. MAYOR’S REPORT:**

- a. Next Council Meeting – Tuesday, June 20, 2023, due to the Juneteenth Holiday

**10. CITY ADMINISTRATOR’S REPORT:**

**11. COUNCIL COMMENTS:**

**12. CITY ATTORNEY’S REPORT:**

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

Roll Call Vote



**13. INFORMATION:**

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report

**14. ADJOURNMENT:**

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION  
PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, JUNE 1, 2023

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov)

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, MAY 15, 2023**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, May 15, 2023, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Doug Hagedorn	Present	
<b>Council Members: Ward I</b>	Al Behr	Present	
	Duane Reed	Present	
	<b>Ward II</b>	Mark Hidritch	Present
	Mark Wessels	Present	
<b>Ward III</b>	Chad Briggs	Present	
	Jeff Patke	Present	
<b>Ward IV</b>	Mike Coulter	Present	
	Joe Holtmeier	Present	
<b>Also Present:</b>	City Attorney	Mark Piontek	
	City Administrator	Darren Lamb	
	City Clerk	Sherri Klekamp	
	Police Chief	Jim Armstrong	
	Interim City Engineer	Charles Stankovic	
	Public Works Superintendent	Kevin Quaethem	
	Emergency Management Director	Mark Skornia	

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

**Approval of Minutes:**

- \* Approval of the Minutes from the May 1, 2023, Council Meeting

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

**Approval and Adjustment of Agenda including Consent Agenda:**

- \* Collector's/Treasurer's Report Summary – January 2023
- \* Investment Report – January 2023
- \* Change Order #1, 2 & 3 – Rabbit Trail Extension
- \* Liquor License Renewals: *Bapa Manhant LLC DBA Xpress Liquor and Smokes; Old Dutch Tavern LLC; Hummingbird Club; All in One Liquor & Smoke House; Baps West End LLC; Big Boys Grilled Subs & Wings; Big Muddy Barbeque, LLC DBA Sugarfire Smokehouse; Washington Columbian Club; Washington Elks Club & Bldg; Midwest Petroleum Co.#78*

After a brief discussion on Change Order #1, 2 & 3 – Rabbit Trail Extension, a motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Reappointments:**

\* **Proclamation – Bicycle Safety Week**

*Bicycle Safety Week*

*May 15–20, 2023*

*WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and*

*WHEREAS, millions of Missourians will experience the joys of bicycling during the month of May through educational programs, races, commuting events, trail work days, helmet promotion, charity events or just getting out and going for a ride; and*

*WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being and quality of life, to boost community spirit, to improve traffic safety, reduce pollution and congestion and wear and tear on our streets and roads; and*

*WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and*

*WHEREAS, the Washington Police Department together with other members of the community will host the 47<sup>th</sup> Annual Bicycle Safety Rodeo on May 20, 2023, to promote greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road.*

*NOW, THEREFORE in recognition that the health, safety and welfare of its residents are the most valuable asset of any City, I, James D. Hagedorn, Mayor, proclaim May 15-20, 2023, as Bicycle Safety Week in the City of Washington and encourage all residents to enjoy the benefits of bicycling, recognize the importance of bicycle safety and be more aware of cyclists on our streets.*

*In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 15<sup>th</sup> day of May 2023.*

*James D. Hagedorn*

*Mayor*

\* **Proclamation – National Public Works Week**

*National*

*Public Works Week*

*May 21–27, 2023*

*WHEREAS, Public Works Employees focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of our residents, business leaders and civic organizations in the City of Washington; and*

*WHEREAS, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works employees who are responsible for rebuilding, improving*

*and protecting transportation, public buildings and other structures and facilities essential for our residents; and*

*WHEREAS, it is in the public interest for our residents, business leaders and civic organizations to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in the community; and*

*WHEREAS, The American Public Works Association has celebrated the annual National Public Works Week since 1960 and this year's theme is "Connecting the World Through Public Works".*

*NOW, THEREFORE, I, James D. Hagedorn, Mayor of the City of Washington, do hereby proclaim the week of May 21-May 27, 2023, as National Public Works Week in the City of Washington, and during this 63<sup>rd</sup> annual National Public Works Week I call upon all residents, business leaders and civic organizations to acquaint themselves with the issues involved in providing and maintaining our public works infrastructure and to recognize the contributions which public works employees make every day to our health, safety, comfort and quality of life.*

*In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 15<sup>th</sup> day of May 2023.*

*James D. Hagedorn*

*Mayor*

\* Proclamation – National Travel and Tourism Week

*National Travel and Tourism Week*

*MAY 7-13, 2023*

*WHEREAS, travel, hospitality and recreation reflect The Power of Travel and our community's economic prosperity in Washington, Missouri; and*

*WHEREAS, the tourism industry in Washington is steadfast and flourishing with record-setting overnight visits in 2022; and*

*WHEREAS, Washington's hospitality and travel industry continues to thrive with additional business and leisure travel, meetings and events, and utilization of the Amtrak Missouri River Runner; and*

*WHEREAS, our hospitality and tourism businesses are a representation of small business, and are the foundation that make Washington an unforgettable destination, and are dependent and grateful for our community's steadfast support; and*

*WHEREAS, Washington continues to thrive with a blend of historical nature as well as a modern touch throughout our community, and portrays an ever-growing and lively downtown district that offers amusement for out-of-town guests; and*

*WHEREAS, visitors enjoy Washington as the Heart of Missouri Wine Country, overlooking the Missouri River, experiencing BBQ & Bluesfest, Art Fair & Winefest, Cajun Festival, Town & Country Fair, Fall Festival of the Arts & Crafts, Holiday Parade of Lights, hiking and biking trails, and numerous live music events; and*

*WHEREAS, Washington offers unique and incomparable opportunities for recreation with outstanding parks, breathtaking views, exceptional dining, shopping, experience-driven activities, tasting rooms and museums; and*

*WHEREAS, the power of travel and tourism will help in the growth of Washington, Missouri and is imperative to move us forward to a more prosperous future.*

*NOW, THEREFORE I, James D. Hagedorn, Mayor of the City of Washington, Missouri, do hereby proclaim May 7-13, 2023, as National Travel and Tourism Week in the City of Washington and urge all of our citizens to join me 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 15<sup>th</sup> day of May 2023.*

*James D. Hagedorn*

*Mayor*

\* Police Department Reappointment

*May 10, 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>Joseph Kapustka</i>	<i>May 30, 2023</i>	<i>May 30, 2024</i>

*Sergeant*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

\* Urban Forestry Council Appointment

*May 9, 2023*

*City Council*

*City of Washington*

*Washington, Missouri 63090*

*Dear Council Members:*

*I herewith submit for your approval the following for appointment to the Urban Forestry Council:*

*Harvey Mendez – term ending May 2026*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

**PUBLIC HEARINGS**

\* Voluntary Annexation – 19.7 acres Bieker Road

*May 8, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, Missouri*

*Re: File No. 22-0801-Voluntary Annexation-Stone Bridge Development*

*Dear Mayor and Council Members:*

*At the regular meeting of the Planning and Zoning Commission, held on May 8, 2023 the Commission reviewed and approved the above request with a unanimous vote.*

*Sincerely,*

*Thomas R. Holdmeier*

*Planning & Zoning*

*Chairman*

**Lamb:** So, you can see with the map we've got up on the screen or whatever, I'll go through some of the slides. What you see that is highlighted are the two parcels that are two tracts that total 19.7 acres. This is just, as you can see, just southeast of what was the Kleekamp Farm, this is the Koch Farm, down, another portion of the Koch Farm down there off of Bieker Road.

The next and you can see some of the areas that we've that's already been part of the City limits, you can see where the municipal lines are on this map or whatever and just shows you it's contiguous to this last phase that reached down to from Rabbit Trail Drive down to Bieker.

There's the exhibit that shows all of the 19.7 acres. Part of what this will allow for is the, as we've discussed in a previous Council Meeting with the agreement that we had to go ahead and move forward with the East-West Parkway Roadway, I thought there was an Exhibit, yeah, there we go. You see down here is basically the portion of East-West Parkway Roadway and the portion that we're looking at going ahead building is right down here. So that would be out there, as you can see, there's Bieker Road and so this is the portion of the roadway that will be built for that first portion of that subdivision and it'll be dedicated so you have about 1,700 linear feet of street that will be dedicated and the other 1,100 square, linear feet will be actually built. It will be a 40' wide roadway with the ability to go ahead and add an additional 12' lane in the future, as well as a bike lane, etc. if we want to do that at a later date.

This is the first phase of a subdivision that's actually where we as a City actually went worked with the developer to go ahead and get this East-West Parkway Roadway built. They've incorporated it into their design.

And I think is there something else on there later for this or not...

**Unknown:** Later.

**Lamb:** You'll see a preliminary plat approval for Stone Bridge Development. You'll see how those subdivisions, those lots will be affected with this first phase for this annexation.

That's all I have other than the fact of, they're proposing to go ahead and bring it in as Single-Family Zoning. R-1D is the zoning district that allows lots down to 7,500 square feet.

**Wessels:** And it is contiguous on that little...

**Lamb:** Yes.

**Wessels:** Yes, that picture, that little, small section there.

**Lamb:** Right there, actually I should have, there you go. It's contiguous right here because this is already in the City limits.

**Wessels:** Okay.

**Holtmeier:** What's the subdivision to the right, that's approaching...

**Lamb:** That's Stone Crest.

**Holtmeier:** That's Stone Crest?

**Lamb:** That's the early version, that's the first stage of Stone Crest there at the very bottom and up there towards the top is Phase 2.

**Holtmeier:** Okay.

**Lamb:** That's all I have unless you have any other questions. There is a Public Hearing so you want to ask if the public wants to have any comments.

**Hagedorn:** Would anyone from the audience like to come up and comment about the annexation? Okay, thank you.

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

**Bill No. 23-12803 Ordinance No. 23-13767, an ordinance annexing 19.7 acres off Bieker Road as R1-D Single Family Residential, into the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

#### **CITIZENS COMMENTS**

\* None

#### **UNFINISHED BUSINESS**

\* None

#### **REPORT OF DEPARTMENT HEADS**

\* None

#### **ORDINANCES/RESOLUTIONS**

**Bill No. 23-12804, Ordinance No. 23-13768, an ordinance accepting the Proposal from Wunderlich Surveying and Engineering, Inc. for Engineering Design Services for the East-West Parkway Project.**

The ordinance was introduced by Councilmember Hidritch.

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

**Bill No. 23-12805, Ordinance No. 23-13769, an ordinance authorizing and directing the City of Washington, Missouri, to enter into a Sales Contract between Lou Fusz Ford, Chesterfield, Missouri, for the purchase of one (1) 2023 Ford Police Interceptor Sport Utility Vehicle.**

The ordinance was introduced by Councilmember Hidritch.

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

**Bill No. 23-12806, Ordinance No. 23-13770, an ordinance amending Chapter 335 Schedule II of the Code of the City of Washington, Missouri by adding provisions for a stop sign at the locations described below.**

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, Wessels-aye, Hidritch-aye, Coulter-aye, Patke-aye, Holtmeier-aye, Briggs-aye, Reed-aye.

**Bill No. 23-12807, Ordinance No. 23-13771, an ordinance amending Schedule IV No Parking At Any Time of the Code of the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Behr.

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

**Bill No. 23-12808, Ordinance No. 23-13772, 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.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 23-12809, Ordinance No. 23-13773, an ordinance approving a Boundary Adjustment for the resubdivision of Lots 12 and 13 of Stephenson’s Addition and part of Lots 10 and 11 of Charles Schmidt’s addition in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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



**Bill No. 23-12810, Ordinance No. 23-13774, an ordinance approving a Boundary Adjustment for The Meadow at Koch Farm Plat 4, in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Hidritch.

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

**Bill No. 23-12811, Ordinance No. 23-13775, an ordinance approving a Boundary Adjustment for Stone Crest Subdivision Plat 19, in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Hidritch.

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

**COMMISSION, COMMITTEE AND BOARD REPORTS**

\* Preliminary Plat Approval – Stone Bridge Development

*May 8, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, Missouri*

*Re: File No. 22-0801-Preliminary Plat-Stone Bridge Development*

*Dear Mayor and Council Members:*

*At the regular meeting of the Planning and Zoning Commission, held on May 8, 2023 the Commission reviewed and approved the above request with a unanimous vote.*

*Sincerely,*

*Thomas R. Holdmeier*

*Planning & Zoning*

*Chairman*

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

**Bill No. 23-12812, Ordinance No. 23-13776, an ordinance approving the Final Plat of Meriwether Estates Plat 6, in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 23-12813, Ordinance No. 23-13777, an ordinance approving the Final Plat of The Creek at Koch Farm Plat 2, in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Hidritch.

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

**MAYOR'S REPORT**

- \* Regular Council Meeting for Monday, June 19, 2023, has been rescheduled to Tuesday, June 20, 2023, due to the Juneteenth Holiday.
- \* Things are going well with the City.

**CITY ADMINISTRATOR'S REPORT**

- \* None

**COUNCIL COMMENTS**

- \* Discussion on Boards and Commissions Appointments and Council Committee Liaison Assignments.
- \* Infrastructure Designer/Interim City Engineer Charles Stankovic was introduced.
- \* Discussion on Steutermann Road repairs.

**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 8:01 p.m. on the following roll call vote; Reed-aye, Briggs-aye, Holtmeier-aye, Patke-aye, Coulter-aye, Hidritch-aye, Wessels-aye, Behr-aye.

The regular session reconvened at 8:24 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 8:24 p.m. by Councilmember Patke, seconded by Councilmember Behr passed without dissent.

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of City Council

Passed: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor of Washington, Missouri



May 19, 2023

Honorable Mayor & City Council  
City of Washington  
Washington, Missouri

Re: Fireworks Display Permit Request for July 4<sup>th</sup>, 2023

Dear Honorable Mayor and Members of City Council:

William (Kelly) Owens would like to request a permit for a public fireworks display on behalf of American Legion Post 218. The permit will be for the evening of Tuesday, July 4, 2023 with a rain date of Wednesday, July 5, 2023 at the fairgrounds.

The issuance of this permit is contingent upon all paperwork and approvals being met by all departments and weather conditions being favorable.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Blake Marquart".

Blake Marquart  
Building Official



May 30, 2023

Re: Liquor License

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

Dear Sherri,

James Fortner has submitted an alcohol license application for the privilege of selling liquor of all kinds in the original package at retail. He will sell Monday through Saturday, as well as Sunday. Mr. James Fortner business is named Wortman-Fortner LLC dba Jack Flash and is located at 6791 Highway 100.

Mr. James Fortner has submitted all required paperwork and has paid the \$350.00 fees.

Mr. James Fortner has asked that his application go before the City Council on June 5, 2023.

Sincerely,

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

Heather M Parker, Clerk  
City of Washington



May 30, 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 June 5, 2023 meeting.

Sincerely,

*Heather Parker*

Heather Parker  
Accounts Specialist I  
City of Washington

1. Cinema 1 + 1 Corporation  
DBA: Cinema 1 Plus Corporation  
Linda Mittler  
1900 Phoenix Center Dr.  
Mon – Sat Sale of Malt Liquor and Light Wines  
\$50.00  
Sunday Sales  
\$200.00
  
2. I B Nuts & Fruit Too  
Holly Wunderlich  
200 Elm St.  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00
  
3. Creek Side Enterprises of Washington Missouri LLC  
DBA: The Creek Grill & Sports Bar  
Donald Grahl  
2000 Phoenix Center Dr.  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
4. Fischer's Food Shop  
Nancy Fischer  
307 W 5<sup>th</sup> St.  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00
  
5. Custard Pie, LLC  
DBA: Cowan's Restaurant  
Richard Marquart  
114 Elm St.  
Mon – Sat Sale of Malt Liquor and Light Wines  
\$50.00  
Sunday Sales  
\$200.00

6. Imo's  
Craig Mueller  
1104 Washington Square  
Mon-Sat Sale of Malt Liquor  
\$50.00
  
7. Front Street Cellar & Inn  
Anthony Bequette  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
8. American Legion Post #218  
Robert Kloeppe  
1007 E Third St.  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00
  
9. Back Alley Entertainment  
Chad Griefe-Wetenhall  
7 W Main St.  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
10. Los Cabos  
Melissa Meza  
6244 Highway 100  
Suite 190  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00



11. Walmart Supercenter #172  
James Emanuel Jr.  
1701 A Roy Dr.  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00  
Tasting Permit  
\$25.00
  
12. Schnuck Markets Inc  
DBA: Schnuck  
Jed E Penney  
2073 Washington Crossing  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00  
Tasting Permit  
\$25.00
  
13. Veterans of Foreign Wars  
Charles Wickes  
813 Jefferson St.  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00
  
14. Williams Brothers Meat Market  
Stephen Williams  
607 W 5<sup>th</sup> St.  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Tasting Permit  
\$25.00
  
15. Hoffmann Hillermann Nursery & Florist  
Gregory Hoffmann  
2601 E 5<sup>th</sup> St.  
Mon – Sat Sale of Malt Liquor  
\$50.00  
Sunday Sales  
\$200.00



16. Guffey's LLC  
Christina Heggemann  
1451 High St.  
Suite 111  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
17. Fas-Trip #102  
Michelle Hoerstkamp  
904 E 5<sup>th</sup> St.  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00  
Tasting Fee  
\$25.00
18. Fas-Trip #104  
Michelle Hoerstkamp  
5860 Highway 100  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00
19. Fas-Trip #107  
Michelle Hoerstkamp  
4700 South Point Rd.  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00  
Tasting Fee  
\$25.00
20. Fas-Trip #108  
Michelle Hoerstkamp  
1980 Washington Crossing  
Mon – Sat Sale of Intoxicating liquor of all kinds in original package  
\$100.00  
Sunday Sales  
\$200.00



May 18, 2023

Washington City Council  
405 Jefferson Street  
Washington, Missouri 63090

Dear Council Members:

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

Walter Hellebusch – term ending May 2029

Respectfully submitted,

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

James D. Hagedorn  
Mayor



May 18, 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 Library Board of Trustees:

Jamie Holtmeier – term ending June 2026

Respectfully submitted,

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

James D. Hagedorn  
Mayor



May 18, 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 Library Board of Trustees:

Leanne Gisburne – term ending June 2026

Respectfully submitted,

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

James D. Hagedorn  
Mayor



May 18, 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 Parks & Recreation Commission:

Tessie Steffens – term ending June 2026  
Gavin Woolley – term ending June 2026

Respectfully submitted,

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

James D. Hagedorn  
Mayor



May 25, 2023

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

Re: Proposed Code Amendments-Short Term Lodging

Dear Mayor and Council Members:

At their March, April, and May meetings, the P&Z Commission has been discussing possible amendments to the Short Term Lodging (STR) regulations. There were mainly two scenarios discussed:

1. Create a new "tourism/lodging overlay district" that would span multiple zoning districts but would designate an area where STR's were permitted.
2. Only allow new STR's in R-2 Overlay District, given that area approximately covers much of what is considered "walkable" to downtown currently.

There were many recommendations from proponents and those in opposition. The Tourism Commission also showed their support for a designated district that would cover more than just the R-2 Overlay District.

At the regular meeting of the Planning and Zoning Commission, held on Monday, May 8, 2023, the Commission reviewed and recommends the following changes to the STR section of City Code.

1. STR will be defined as any rental of transient guests staying for less than 30 days and is not owner occupied.
2. STR's will continue to be permitted by right in C-1, C-2, C-2 Overlay, and C-3.
3. New STR's will be required to have a Special Use Permit in R-2 Overlay and R-3 Multi-Family Residential.
4. Any new STR shall be 150 ft. away from any existing STR.
5. STR's will not be permitted in any other zone district.



Below is the most recent information that the commission reviewed with links to additional maps.

150 ft Buffer - <https://arcg.is/0bfXLm>

300 ft Buffer - <https://arcg.is/10XL5b0>

Also, here is a link to third party occupancy data à [Free Airbnb Data for Washington, MO | Instant Projections \(rabbu.com\)](#)

- Two tabs, one for future projects and one for historical performance. Average occupancy is 43%
- Two things of note I believe the commission wanted,
  - There are 31 active hosts with 52 listings (could be multiple apartments in one building)
  - Average occupancy over the next 30 days is 40%

Sincerely,



Sal Maniaci

Community and Economic Development Director

## Sal Maniaci

---

**From:** Bonnie Martin <bonniemartin1104@gmail.com>  
**Sent:** Thursday, June 1, 2023 8:55 AM  
**To:** Mark Hidritch; Chad Briggs; Mike Coulter; Allan Behr; Jeff Patke; Joe Holtmeier; Mark Wessels; Duane Reed; Sal Maniaci; Doug Hagedorn; Darren Lamb  
**Subject:** Short Term Rentals - June 5, 2023 Meeting

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call NOC Technology if you have any questions at 314.500.1000

6/1/2023

Dear Mayor Hagedorn, City Council Members, Mr. Lamb, and Mr. Maniaci,

On June 5<sup>th</sup>, 2023, you will hear recommendations from Planning and Zoning regarding a new ordinance for Short Term Rentals. As you know, the wheels of government move slowly - it has taken a long time to get here, and I am so pleased we are finally at this point. As you know, the challenges that Washington is facing with STRs is not unique to our town. These discussions are happening all over the state (St. Charles just imposed a 1-year moratorium on new STRs so they can develop new ordinances) and all over the country. Local government officials are grappling with this problem from coast to coast.

Planning and Zoning's recommendation will include, among other things:

- an Overlay Zone that encompasses downtown, and areas beyond downtown (but nearby) as the only place where STRs will be permitted.
- Within the Commercial Zones, a STR Special Use Permit will NOT be required at all.
- Within the Residential Zones that are within the Overlay Zone, a STR Special Use Permit will be required.
- Additionally, they will recommend an acceptable distance from one STR to the next STR.

It is important to mention that every single one of the existing STRs operating today in Residential Zones will be grandfathered and may continue to operate as they have been doing, regardless of what Zone they are in. No existing business owners will be forced to stop operating their businesses in Residential-Zoned neighborhoods - not a single one. New STR businesses can be opened. The city will continue to receive lodging tax, and the Downtown area can continue to thrive. Tourists will still have a plethora of choices when coming to stay in our town. Visitors will continue to come, enjoy, and spend money in our Downtown shops and restaurants – just like is happening today.

What will change, though, is Washingtonians who live in its Residential-zoned neighborhoods will have peace again. The new ordinance will ensure that fully Residential-Zoned neighborhoods can continue to be filled with neighbors, and not someone else's customers. It will ensure that business is conducted within, or very near to, the Commercial Zones of the City – where business belongs. Ultimately, there will be more housing available for working people/families to rent or buy. There will be more staffing for our industrial area. There will be more people supporting our local businesses every single day, not just on weekends. The new STR ordinance will help our community every single day, in a multitude of ways.

During the discussions in Planning and Zoning meetings, there has been an enormous amount of anecdotal "evidence" presented by a handful of the existing STR owners and property managers – describing how their properties are used for emotional reasons - funerals and weddings and adoptions. But when many of the rental rules include a '\$150 vomit clean-up fee', I think everyone can also surmise they are for winery events and parties, as well. We have heard from this handful of owners and property managers that the need for STRs in Washington is growing – that even more single-family homes are needed to meet the lodging shortcomings in this town.



But when actual data was examined (not anecdotal tales), the story is vastly different. Sal Maniaci, with the new software, was able to determine the actual number of STRs operating in this town. He was even able to find some that were operating illegally. And by comparing the actual lodging tax information to the STRs, we learned at the last Planning and Zoning meeting that the STRs in this town are rented only 39% of the time. That means 61% of the time, they sit vacant. I understand there are certain properties that are likely booked more than 39% of the time. And I understand that during certain times of the year (i.e. Fair Week), the occupancy is likely much higher. Generally speaking, more than HALF the year, these businesses are sitting empty. No tourists downtown, no lodging tax, just an empty home that a working family cannot live in, in neighborhoods with Residents that overwhelmingly do not want the business there at all.

When one considers these hard, indisputable facts alongside the housing shortage (even crisis) in Washington, and the median home price topping \$325,000 in this town, it is simple to see that a new STR ordinance is long overdue. And I believe what Planning and Zoning will present is a good baseline, and a wonderful example of Compromise.

Sirs - please carefully consider Planning and Zoning's recommendations, knowing that there was an enormous amount of time and effort that went into developing these new rules for STRs by Sal Maniaci and others. The Planning and Zoning Board members had a difficult but necessary job to do, considering the needs of the City, the wishes of the STR owners, and the rights of the Residents. Residents who live/work/worship/pay taxes/vote/patronize local businesses and support Washington on a daily basis. Residents who only want to live a peaceful life in their investment properties – their homes and sanctuaries – surrounded by neighbors, not commerce, in their Zoned-Residential neighborhoods.

Thank you,

Bonnie Martin

#4 Riverview Ct.

Washington, MO 63090

P.S.

Regarding our particular neighborhood, the overwhelmingly vast majority of Residents who live in our neighborhood are very happy to be on the cusp of not having to worry about this any longer – this whole affair has been a long nightmare for us (I could show photos and write volumes about how and why having this particular [potential] business owner in our neighborhood has been absolutely horrible for us). Unfortunately, we are still enduring it every single day in our neighborhood – if this property owner became a business owner, it would only become worse for those of us who live there.

It's difficult enough to deal with this person just as a property owner (2 properties) in our tiny neighborhood - emptying hot tubs into other people's yards, backing tractor trailer trucks onto other people's lawns without asking, deliberately parking so close to driveways residents can't make left-hand turns out of their own homes, chronically unkempt lawns and gardens full of weeds and dead plants – even the dog defecating in other's yards. Every single person in our neighborhood was publicly and slanderously insulted with a Letter to the Editor in the Missourian after doing nothing more than exercising our right to speak freely to our elected officials. And the cherry on top – a lawsuit against our City when this developer didn't get her way, forcing us to hire a lawyer of our own to protect the very place where we live. The word "nightmare" doesn't even really begin to describe.

This potential "AirBNB" owner's past and current behavior in this neighborhood is, without a doubt, an indication of how it would be for us to deal with her (and her family) as a business owner in our neighborhood in the future - full-blown disregard and disrespect for the neighborhood, the neighbors, and their properties. The

good people who live in this neighborhood want no part of it, nor do we deserve to have to endure it in our Residential-Zoned neighborhood.

That said, we are all looking forward to going back to enjoying our homes, our neighbors, and our lives again, without the continued looming threat to our neighborhood and peaceful way of life. Without the concern about it being overrun with unkempt vacant homes, or transient strangers in and out of our neighborhood at any time of day or night – and all the troubles this could bring.



May 25, 2023

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

Re: Proposed Code Amendments-Special Use Permit Revocation

Dear Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission, held on Monday, May 8, 2023, the Commission reviewed a proposed code change that would allow Council the ability to revoke any Special Use Permit under certain circumstances. The attached code amendment, written by City Counsel, explains the situations where it could be necessary. The Commission voted unanimously to approve the change.

Feel free to reach out with any questions.

Sincerely,

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

Sal Maniaci  
Community and Economic Development Director

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING SECTION 400.235 OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI AND ENACTING IN LIEU THEREOF A NEW SECTION 400.235

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

SECTION 1: Section 400.235 of the Code of the City of Washington, Missouri is hereby

repealed, and a new Section 400.235 is hereby enacted to read as follows:

A. Any special use permit granted by the City Council and not exercised and put to use within one (1) year of the date of the approval of said special use permit shall be vacated and such special use permit shall become null and void, unless extended by the Council.

B. Suspension or revocation of any special use permit shall be in addition to any other penalty or penalties available to the City by law. Any special use permit approved under this Article may be suspended or revoked for good cause, including, but not limited to, any of the following reasons:

1. Any failure to comply or any violation of any provision of this Chapter or the regulations promulgated under the authority of this Chapter applicable to the permittee;

2. Violation of the terms, conditions, safeguards or restrictions upon the special use permit;

3. Violation of any ordinance of the City regulating the permittee;

4. Violation of any other Federal, State or local law or regulation pertaining to the permittee or the activities associated with the particular business, establishment or land use;

5. Failure of the permittee to pay any tax, fee, fine or other governmental charge required by law;

6. Any misrepresentation or false statement in the application for such permit;

7. Causing, maintaining or assisting in the cause or maintenance of a nuisance, whether public or private; or

8. Failure to obtain other necessary governmental permits associated with such land use, business or activities.

C. In any case in which there is reason to believe a special use permit approved pursuant to this Article may be subject to suspension or revocation, the following procedure shall govern:

1. The City Council shall decide whether to refer the matter first to the Planning and Zoning Commission for its recommendation. If the matter is referred to the Commission, the Commission shall follow the same procedure for hearing as set forth herein.

2. The City Council or its designee shall set a hearing to consider the matter. At least ten (10) days prior to such hearing, written notice shall be mailed to the permittee at the last known address as shown in the records of the City Clerk advising the permittee of the time and place of the hearing and of the reason for considering the suspension or revocation of the special use permit.

3. During the pendency of this hearing the permittee shall be permitted to continue the operation of the business or land use, provided however, that the pendency of such hearing shall not preclude prosecution for violation of the ordinances of the City occurring during such period.

4. A hearing officer may be appointed to preside at the hearing. At the hearing, the hearing officer shall hear all relevant evidence justifying the suspension or revocation of the special use permit and all relevant evidence justifying the retention of the permit.

5. The permittee shall be notified of the results of the hearing in writing.

6. In the event that a permittee whose special use permit has been revoked pursuant to this Section, or a related entity of a permittee whose special use permit has been revoked pursuant to this Section, shall thereafter apply for a substantially similar permit, the Planning and Zoning Commission and the City Council may take into account the act(s) and circumstances which lead to the revocation in considering the new application.

7. Any person aggrieved by the determination of the hearing aforesaid may appeal such determination in accordance with this Article. The filing of an appeal shall not stay the outcome of the administrative determination unless the City Council shall suspend the effect of the determination upon request of the aggrieved party.

8. Any person aggrieved by the decision of the City Council may seek judicial review by filing a petition for same with the Circuit Court of Franklin County within fifteen (15) days of the date of the Council's decision.

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



Section 400.235 **Revocation.**

**[R.O. 1992 § 400.235; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]**

- A. Any special use permit granted by the City Council and not exercised and put to use within one (1) year of the date of the approval of said special use permit shall be vacated and such special use permit shall become null and void, unless extended by the Council.
- B. Suspension or revocation of any special use permit shall be in addition to any other penalty or penalties available to the City by law. Any special use permit approved under this Article may be suspended or revoked for good cause, including, but not limited to, any of the following reasons:
1. Any failure to comply or any violation of any provision of this Chapter or the regulations promulgated under the authority of this Chapter applicable to the permittee;
  2. Violation of the terms, conditions, safeguards or restrictions upon the special use permit;
  3. Violation of any ordinance of the City regulating the permittee;
  4. Violation of any other Federal, State or local law or regulation pertaining to the permittee or the activities associated with the particular business, establishment or land use;
  5. Failure of the permittee to pay any tax, fee, fine or other governmental charge required by law;
  6. Any misrepresentation or false statement in the application for such permit;
  7. Causing, maintaining or assisting in the cause or maintenance of a nuisance, whether public or private; or
  8. Failure to obtain other necessary governmental permits associated with such land use, business or activities.
- C. In any case in which there is reason to believe a special use permit approved pursuant to this Article may be subject to suspension or revocation, the following procedure shall govern:
1. The City Council shall decide whether to refer the matter first to the Planning and Zoning Commission for its recommendation. If the matter is referred to the Commission, the Commission shall follow the same procedure for hearing as set forth herein.
  2. The City Council or its designee shall set a hearing to consider the matter. At least ten (10) days prior to such hearing, written notice shall be mailed to the permittee at the last known address as shown in the records of the City Clerk advising the permittee of the time and place of the hearing and of the reason for considering the suspension or revocation of the special use permit.
  3. During the pendency of this hearing the permittee shall be permitted to continue the operation of the business or land use, provided however, that the pendency of such hearing shall not preclude possession for violation of the ordinances of the City occurring during such period.
  4. A hearing officer may be appointed to preside at the hearing. At the hearing, the hearing officer shall hear all relevant evidence justifying the suspension or revocation of the special use permit and all relevant evidence justifying the retention of the permit.

5. The permittee shall be notified of the results of the hearing in writing.
6. In the event that a permittee whose special use permit has been revoked pursuant to this Section, or a related entity of a permittee whose special use permit has been revoked pursuant to this Section, shall thereafter apply for a substantially similar permit, the Planning and Zoning Commission and the City Council may take into account the act(s) and circumstances which lead to the revocation in considering the new application.
7. Any person aggrieved by the determination of the hearing aforesaid may appeal such determination in accordance with this Article. The filing of an appeal shall not stay the outcome of the administrative determination unless the City Council shall suspend the effect of the determination upon request of the aggrieved party.
8. Any person aggrieved by the decision of the City Council may seek judicial review by filing a petition for same with the Circuit Court of Franklin County within fifteen (15) days of the date of the Council's decision.





May 25, 2023

Honorable Mayor & City Council  
City of Washington  
Washington, Missouri 63090

RE: Renewal of City's Property/Casualty Insurance & Payment Authorization

Honorable Mayor and Council Members:

Administration received the attached proposal for the renewal of the City's Property/Casualty Insurance from our current carrier The Daniel & Henry Company. After reviewing the proposal, it is staff's recommendation to accept the renewal proposal from The Daniel & Henry Company for July 1, 2023, through June 30, 2024, with the following changes:

1. Property and Equipment Floater coverages to move from Travelers to Chubb
2. Crime Coverage:  
Enter into a three-year policy with Travelers for a savings of \$365.00

Due to the short timeframe for renewal, staff is requesting payment authorization at this time as well.

Amy Diblasi from The Daniel & Henry Company will be present at the June 5, 2023, Council Meeting to answer any questions.

Respectfully submitted,

Darren Lamb  
City Administrator

Attachment

ba

## Premium Summary / Comparison

Coverage	22/23 Expiring	23/24 Renewal	Insurance Company
<b>Property</b>	97,581	131,106*	Chubb – Federal Insurance Company AM Best: A++ XV
<b>Equipment Floater</b>	11,057	Included in Property	Chubb – Federal Insurance Company AM Best: A++ XV
<b>Excess Earthquake</b>	22,848	No longer needed	
<b>General Liability</b>	58,670	69,053	Charter Oak Fire Ins. Co. AM Best: A++ XV
<b>Law Enforcement Liability</b>	27,534	31,881	Charter Oak Fire Ins. Co. AM Best: A++ XV
<b>Public Entity Officials</b>	26,092	27,865	Greenwich Insurance Co. AM Best: A+ XV
<b>Employment Practices</b>	Combined with Public Officials	Combined with Public Officials	Greenwich Insurance Co. AM Best: A+ XV
<b>Crime</b>	2,376	2,433**	Travelers Casualty & Surety Co. AM Best: A++ XV
<b>Cyber</b>	18,825	19,275	Risk Placement Services – CFC/Lloyd's Underwriters AM Best: A XV
<b>Commercial Automobile</b>	99,436	114,772	Travelers Indemnity Co. AM Best: A++ XV
<b>Workers Compensation</b>	140,697	171,001	Missouri Employers Mutual AM Best: A- IX
<b>Umbrella</b>	7,977	8,925	Travelers Property Casualty Co. of America AM Best: A++ XV
<b>Total Premium</b>	<b>513,093</b>	<b>576,311</b>	

\*Per the supplemental property comparison spreadsheet, the Chubb property offer is recommended due to the lower wind/hail deductible, the ability to include \$30M earthquake, and competitive pricing. Travelers offered a property renewal at \$125,856. We would have to pair Travelers with an excess earthquake policy and a wind/hail deductible buy-down policy, for an indicated grand total cost of \$195,986. Chubb has quoted \$131,106.

**\*\*Other term options listed below:**

Option #1: 1 Year Term @ \$2,433

Option #2: 3 Year Term Paid In Full @ \$6,934 (saves \$365 over 3 years)

Option #3: 3 Year Term Paid In Annual Installments of \$2,433 for 3 years

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO AN OWNER'S REPRESENTATIVE AGREEMENT WITH EAGAN BUILDING GROUP, LLC FOR CONSTRUCTION IMPROVEMENTS INCLUDING THE CITY AUDITORIUM ROOF INSULATION

BE IT ORDAINED by the Council of the City of Washington, Missouri,

as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Owner's Representative Agreement with Eagan Building Group, LLC for construction improvements including the City Auditorium roof insulation. A copy of said agreement is marked Exhibit A and is attached hereto and incorporated herein by reference.

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

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

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri

Exhibit A

AGREEMENT

Between

THE CITY OF WASHINGTON, MO

and

EAGAN BUILDING GROUP, LLC.

for

Owner's Representative for City of Washington Construction Improvements, including City Auditorium roof insulation

AGREEMENT

Between

THE CITY OF WASHINGTON, MO

and

EAGAN BUILDING GROUP, LLC

for

OWNER'S REPRESENTATION for CONSTRUCTION MANAGEMENT SERVICES as  
OWNERS REPRESENTATIVE

This is an Agreement between: The City of Washington, MO, its successors and assigns, hereinafter referred to as "OWNER,"

AND

CONSULTANT, its successors and assigns, hereinafter referred to as "OWNERS REPRESENTATIVE."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, OWNER and OWNERS REPRESENTATIVE agree as follows:

The services and work performed under this agreement include Owner's Representative for City of Washington Construction Improvements including City Auditorium roof insulation (the "Project") in conformance to the Qualifications submitted under the Request for Qualifications (RFQ) For Construction Management Services as Owners Representative for City of Washington Municipal Facility Improvements which included New Fire Station, City Hall Improvements, City Auditorium Roof Insulation, Renovation of Old Pool Building, Fairground Restroom and Arena Lighting, Parks Maintenance Shed Building Remodel and Public Works Office Remodel. The Owner Representative is responsible for providing services as Owner's Representative for the Project. The Request for Qualifications issued by the City and the response submitted have been added to this agreement as **Exhibit B** and are incorporated herein.

**ARTICLE 1  
OWNER'S REPRESENTATIVE'S  
RESPONSIBILITIES**

1.1 OWNERS REPRESENTATIVE SERVICES

1.1.1 The Owner Representative's services consist of those services performed by the Owner Representatives employees and Owner Representative's consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The Owner Representative services shall be provided in conjunction with the services of an Architect, if needed, to be selected using a qualification based selection process, and General Contractor, to be identified and determined as part of the competitive bid process, and contracted between Owner and the Architect (Architect Agreement) or General Contractor ("Contractor Agreement").

1.1.3 The Owner Representative shall provide sufficient organization, personnel, and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

## **ARTICLE 2 SCOPE OF OWNER REPRESENTATIVE'S BASIC SERVICES**

### **2.1 DEFINITION**

The Owner Representative's Basic Services consist of those described in Paragraphs 2.2 and 2.3.

### **2.2 PRE-CONSTRUCTION PHASE**

2.2.1 The Owner Representative shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Owner Representative shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

2.2.3 Based on early schematic designs and other design criteria prepared by the Architect, if any, the Owner Representative shall prepare preliminary estimates of Construction Cost for program requirements using area, volume or similar conceptual estimating techniques. The Owner Representative shall provide cost evaluations of alternative materials and systems.

2.2.4 The Owner Representative shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The Owner Representative shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.

2.2.5 The Owner Representative shall prepare and periodically update a Project Schedule for the Architect's review, if any, and the Owner's acceptance. The Owner Representative shall obtain the

Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Owner Representative shall coordinate and integrate the Owner Representative services, the Architect's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

2.2.6 As the Architect progresses with the preparation of the Schematic, Design Development and Construction Documents, the Owner Representative shall prepare and update, at appropriate intervals agreed to by the Owner, Owner Representative and Architect, estimates of Construction Cost of increasing detail and refinement. The estimated cost of each Contract shall be indicated with supporting detail. Such estimates shall be provided for the Architect's review and the Owner's approval. The Owner Representative shall advise the Owner and Architect if it appears that the Construction Cost may exceed the latest approved Project budget and make recommendations for corrective action.

2.2.7 The Owner Representative shall consult with the Owner and Architect regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.

2.2.8 The Owner Representative shall arrange for the provision of Project facilities and equipment, materials and services for common use of the Contractors. The Owner Representative shall verify that such facilities, equipment, materials and services are included in the proposed Contract Documents.

2.2.9 The Owner Representative shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

2.2.10 The Owner Representative shall advise on the division of the Project into a single Contract for all categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be required, the Owner Representative shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.2.11 The Owner Representative shall prepare a Master Project construction schedule providing for the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor or vendor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Owner Representative shall provide the current Project construction schedule for each set of bidding documents.

2.2.12 The Owner Representative shall manage the General Contractor to expedite and coordinate the ordering and delivery of materials requiring long lead time.

2.2.13 The Owner Representative shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.



2.2.15 The Owner Representative shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the Contract Documents.

2.2.16 Following the Owner's approval of the Construction Documents, the Owner Representative shall update and submit the latest estimate of Construction Cost and the Project construction schedule for the Architect's review and the Owner's approval.

2.2.17 The Owner Representative shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

2.2.18 The Owner Representative shall develop bidders' interest in the Project and establish bidding schedules. The Owner Representative, with the assistance of the Architect, shall issue bidding documents to bidders and conduct prebid conferences with prospective bidders. The Owner Representative shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

2.2.19 The Owner Representative shall receive bids, prepare bid analyses, and make recommendations to Owner for the Owner's award of Contracts or rejection of the General Contractor.

2.2.20 The Owner Representative shall assist the owner in preparing the General Contractor's Agreement and advise the Owner on the acceptability of the General Contractor and material suppliers proposed by the General Contractor. The Construction Contracts shall include a clause requiring that all labor performed in constructing the Project shall be compensated at prevailing wage, in accordance with the then current Missouri Division of Labor Standards Annual Wage Order applicable to The City of Washington.

2.2.21 The Owner Representative shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the General Contractor. The Owner Representative shall verify that the Owner or Contractor, if applicable, has paid applicable fees and assessments. The Owner Representative and Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

### 2.3 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONTRACTOR AGREEMENT

2.3.1 The Construction Phase will commence with the award of the Contractor Agreement or purchase orders and, together with the Owner Representative's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to Contractor is due.

2.3.2 The Owner Representative shall provide administration of the Contractor Agreement in cooperation with the Architect as set forth below.

2.3.3 The Owner Representative shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with those of the

Owner Representative, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contractor Agreement. The Owner Representatives Project Manager shall make at a minimum, biweekly on-site visits to the Project for the purpose of conducting evaluations of the progress of construction.

2.3.4 The Owner Representative shall schedule and conduct meetings on at least a biweekly basis to discuss such matters as procedures, progress and scheduling. The Owner Representative shall prepare and promptly distribute minutes to the Owner, Architect, and the Contractor.

2.3.5 Utilizing the Construction Schedules provided by the Contractor, the Owner Representative shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Owner Representative shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Owner Representative shall recommend corrective action to the Owner and Architect.

2.3.6 Consistent with the various bidding documents, the General Contractor shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

2.3.7 The Owner Representative shall endeavor to obtain satisfactory performance from the Contractor. The Owner Representative shall recommend courses of action to the Owner when requirements of the Contractor Agreement are not being fulfilled.

2.3.8 The Owner Representatives shall monitor the approved estimate of Construction Cost. The Owner Representative shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

2.3.9 The Owner Representative shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

2.3.10 The Owner Representative shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

2.3.11 The Owner Representative shall develop and implement procedures for the review and processing of applications by Contractor for progress and final payments.

2.3.11.1 Based on the Owner Representative's observations and evaluations of each Contractor's Application for Payment, the Owner Representative shall review and certify the amounts due the respective Contractors.

2.3.11.2 The Owner Representative shall prepare a Project Application for Payment based on the Contractor's Certificates for Payment.

2.3.11.3 The Owner Representative's certification for payment shall constitute a representation to the Owner, based on the Owner Representative's determinations at the site as provided in Subparagraph 2.3.13 and on the data comprising the Contractor's Applications for Payment, that, to the best of the Owner Representative's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contractor Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Contractor Agreement upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contractor Agreement correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

2.3.11.4 The issuance of a Certificate for Payment shall not be a representation that the Owner Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Contractor and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.3.12 The Owner Representative shall review the safety programs developed by the Contractor. The Owner Representative's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, agents or employees of the Contractor, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

2.3.13 The Owner Representative shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contractor Agreement, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Owner Representative shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contractor Agreement, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contractor Agreement.

2.3.14 The General Contractor shall schedule and coordinate the sequence of construction in accordance with the Contractor Agreement and the latest approved Project construction schedule.

2.3.15 With respect to the Contractor's Work, the Owner Representative shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contractor Agreement. The Owner Representative shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contractor Agreement. The Owner Representative shall not

have control over or charge of acts or omissions of the Contractor, or its agents or employees, or any other persons performing portions of the Work not directly employed by the Owner's Representative.

2.3.16 The Owner Representative shall transmit to the Architect requests for interpretations of the meaning and intent of the Drawings and Specifications and assist in the resolution of questions that may arise.

2.3.17 The Owner Representative shall review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

2.3.18 The Owner Representative shall assist the Architect in the review, evaluation, and documentation of Claims.

2.3.19 The Owner Representative shall receive certificates of insurance from the Contractor and forward them to the Owner with a copy to the Architect.

2.3.20 In collaboration with the Architect, the Owner Representative shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples, and other submittals. The Owner Representative shall review all Shop Drawings, Product Data, Samples, and other submittals from the Contractor. The Owner Representative shall coordinate submittals with information contained in related documents and transmit to the Architect those which have been approved by the Owner's Representative. The Owner Representative's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractor.

2.3.21 The Owner Representative shall record the progress of the Project. The Owner Representative shall submit written progress reports to the Owner and Architect including information on the Contractor and its Work, as well as the entire Project, showing percentages of completion. The Owner Representative shall keep a daily log containing a record of weather, the Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

2.3.22 The Owner Representative shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Owner Representative shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Owner Representative shall make all such records available to the Architect and upon completion of the Project shall deliver them to the Owner.

2.3.23 The Owner Representative shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

2.3.24 With the Architect and the Owner's maintenance personnel, the Owner Representative shall observe the Contractor's final testing and start-up of utilities, operational systems, and equipment.

2.3.25 When the Owner Representative considers the Contractor's Work or a designated portion thereof substantially complete, the Owner Representative shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Owner Representative shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

2.3.26 The Owner Representative shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Owner Representative shall evaluate the completion of the Work of the Contractor and make recommendations to the Architect when Work is ready for final inspection. The Owner Representative shall assist the Architect in conducting final inspections.

2.3.27 The Owner Representative shall secure and transmit to the Architect warranties and similar submittals required by the Contractor Agreement for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Owner Representative shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contractor Agreement.

2.3.28 Duties, responsibilities and limitations of authority of the Owner Representative as set forth in the Contractor Agreement shall not be restricted, modified or extended without written consent of the Owner, Owner's Representative, Architect and affected Contractors. Consent shall not be unreasonably withheld.

### **ARTICLE 3 ADDITIONAL SERVICES**

#### **3.1 GENERAL**

The services described in this Article 3 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Optional Additional Services described under Paragraph 3.3 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond the Owner Representatives control, the Owner Representative shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.2 are not required, the Owner shall give prompt written notice to the Owner Representative. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Owner Representative shall have no obligation to provide those services.

### 3.2 CONTINGENT ADDITIONAL SERVICES

3.2.1 Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, or the Owner's schedule.

3.2.2 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.3 Providing services made necessary by the termination or default of the Architect or Contractor, by major defects or deficiencies in the Work of Contractor, or by failure of performance of either the Owner or Contractor under the Contractor Agreement.

3.2.4 Providing services in connection with a public hearing or legal proceeding except where the Owner Representative is party thereto.

### 3.3 OPTIONAL ADDITIONAL SERVICES

3.3.1 Providing services relative to future facilities, systems and equipment.

3.3.2 Providing services to investigate existing conditions or facilities or to provide measured drawings thereof.

3.3.3 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.3.4 Providing services required for or in connection with the Owner's selection, procurement or installation of furniture, furnishings, and related equipment.

3.3.5 Providing services for tenant improvements.

3.3.6 Providing any other services not otherwise included in this Agreement.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project based on consultation with the Owner Representative and Architect, which shall include the Construction



Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Owner's Representative, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Owner Representative in order to avoid unreasonable delay in the orderly and sequential progress of the Owner Representative services.

4.5 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contractor Agreement.

4.6 The Owner shall furnish the Owner Representative with a sufficient quantity of Construction Documents.

4.7 The services, information and reports required by Paragraphs 4.5 through 4.7 shall be furnished at the Owner's expense, and the Owner Representative shall be entitled to rely upon the accuracy and completeness thereof.

4.8 Prompt written notice shall be given by the Owner to the Owner Representative and Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contractor Agreement.

4.9 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Owner Representative's responsibilities under this Agreement. The Owner Representative shall notify the Owner if any such independent action will interfere with the Owner Representative's ability to perform the Owner Representative's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractor.

4.10 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay of the Owner Representative services and the progress of the Work.

## **ARTICLE 5**

### **INTENTIONALLY OMITTED**

## **ARTICLE 6 COMPENSATION**

### **6.1 AMOUNT AND METHOD OF COMPENSATION**

6.1.1 Owner agrees to pay Owner Representatives compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement a total maximum amount not to exceed \$41,650.00 (FORTY ONE THOUSAND, SIX HUNDRED FIFTY DOLLARS). It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Owner Representative shall perform all services set forth for total compensation in the amount of or less than that stated above. The total hourly rates payable by Owner for each of Owner Representatives employee categories are as set forth on **Exhibit "A"**.

## 6.2 REIMBURSABLES

6.2.1 Direct non salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost as identified in **Exhibit "A"**.

6.2.2 It is acknowledged and agreed to by Owner Representative that the dollar limitation set forth in Section 5.1 is a limitation upon, and describes the maximum extent of, Owner's obligation to reimburse Owner Representative for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon Owner Representative's obligation to incur such expenses in the performance of services hereunder. If Owner requests Owner Representative to incur expenses not contemplated in this Section 6.2, Owner Representative shall notify Owner in writing before incurring such expenses. Any such expenses shall be reviewed and approved by Owner prior to incurring such expenses.

## ARTICLE 7 TERMINATION

7.1 This Agreement may be terminated by either party for cause, or by Owner for convenience, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, Owner Representative shall be paid its compensation for services performed to termination date. In the event that Owner Representative abandons this Agreement, Owner Representative shall indemnify Owner against any loss pertaining to this termination.

## ARTICLE 8 EXAMINATION OF RECORDS

8.1 Owner Representative's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by a duly authorized representative from Owner, at Owner's expense. Owner Representative shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by Owner, or for such longer period as may be required by law, after the final payment. Since Owner Representative is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding Owner Representative's operations obtained during audits will be kept confidential.

**ARTICLE 9  
ASSIGNMENT**

9.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Owner's Representative, under any circumstances, without the prior written consent of Owner.

**ARTICLE 10  
INDEMNIFICATION AND INSURANCE**

10.1 INDEMNIFICATION OF OWNER

10.1.1 The Owner Representative does hereby agree to indemnify the Owner, its officers, volunteers, agents, representatives and employees (collectively the "Entities") and save them harmless from any loss, damage or expense arising from the claim or demand or any person to or against said Entities on account of or as a result of the negligence or reckless act or omission of Owner Representative or any person employed by Owner Representative or anyone else for whose acts Owner Representative is legally liable. In case any action, or actions, or other legal proceedings, shall be brought or instituted against Owner or the Entities, the applicant will assume the defense thereof, and will indemnify and save harmless the Entities against all costs, expenses, counsel fees and judgments resulting therefrom providing said Entities reasonably cooperate with the applicant, its agents, employees and designees in the defense of said legal proceedings or actions. 10.1.2 The provisions of subsection 10.1.1 above shall survive the expiration or earlier termination of this Agreement.

10.2 INSURANCE

Owner Representative shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Errors and Omissions (Professional Liability) Insurance, Commercial General Liability (CGL) Insurance, Automobile Liability Insurance, Workers' Compensation/Employer's Liability Insurance, and Excess Umbrella Insurance in the limits set forth below.

10.2.1 Errors and Omissions (Professional Liability) Insurance with the limits of liability provided by such policy to be no less than \$1,000,000 per Claim / \$3,000,000 aggregate covering all services provided pursuant to this Agreement. Coverage shall be written on a claims made basis.

**Owner Representative shall notify Owner in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.**

10.2.2 Automobile, General Liability and Property Damage Insurance with limits no less than \$1,000,000 for bodily injury or death to any one person and property damage, and \$3,000,000 per occurrence for automobile and general liability. Coverage shall cover all liability arising from premises, products, completed operations, independent contractor and personal injury and property liability assumed under an insured contract. A Combined Single Limit in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

10.2.3 Workers' Compensation/Employer's Liability Insurance to apply for all employees in compliance with the Workers' Compensation Law of the State of Missouri (or a qualified self-insurer) and all applicable federal laws and Employer's Liability in an amount of no less than \$1,000,000.

10.2.4 Such policy or policies shall be written through a company duly authorized to do business in the State of Missouri and having agents upon whom service of process may be made in the State of Missouri, and with an A.M. Best Rating of A-XI or higher. The Professional Liability, Commercial General Liability, Automobile and Umbrella policies shall be endorsed to name Owner as an additional insured and provide for thirty (30) days advance written notice of any material change to or cancellation of the policies. A waiver of subrogation endorsement shall be endorsed on each of the policies. The policy shall specifically state that the insurance required by this section, as it pertains to the Owner, shall be primary insurance and any other insurance or self-insurance programs maintained by Owner is strictly excess and secondary. Owner Representative shall, prior to the commencement of any work, provide Owner with valid Certificates of Insurance evidencing the insurance required by this section together with a copy of the required endorsements. Owner reserves the right to require a certified copy of such policies upon request.

## **ARTICLE 11 MISCELLANEOUS**

### **11.1 ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### **11.2 NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. All notices shall be effective upon the date of receipt. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF WASHINGTON:

Darren Lamb, AICP  
City Administrator  
405 Jefferson Street  
Washington, Mo 63090

FOR CONSULTANT:

Tim Eagan  
Eagan Building Group, LLC  
207 E. Fifth Street  
Washington, MO 63090

11.4 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.5 CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Owner Representative and Owner agree that venue for any legal action arising out of this Agreement shall lie in the Circuit Court of Franklin County, Missouri.

11.6 SEVERABILITY

Any provision or part of this Agreement held by a court of competent jurisdiction to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner Representative and Owner, who hereby agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part.

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

Executed by City this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Executed by Consultant this 31<sup>st</sup> day of May, 2023.

EAGAN BUILDING GROUP, LLC

CITY OF WASHINGTON, MO

By Tim Eagan \_\_\_\_\_ By \_\_\_\_\_

Print Name Tim Eagan \_\_\_\_\_ Print Name James D. Hagedorn

Title President \_\_\_\_\_ Title City of Washington Mayor



# **EXHIBIT A**

## **COMPENSATION/HOURLY RATES** **OWNERS REPRESENTATION SERVICES**

This agreement establishes an agreement amount as a Not to Exceed (NTE) of **\$ 41,650.00**.

In consideration of REPRESENTATIVE's services under this Agreement, OWNER agrees to pay REPRESENTATIVE on an hourly basis as further defined below for those services provided.

### **Hourly Rates**

**Primary Personnel: \$135**

### **Notes:**

The above hourly rates may be increased as mutually agreed upon by both parties in the event the agreement duration is extended.



**Exhibit B (22 pages)**

## **PUBLIC NOTICE FOR REQUEST-FOR-QUALIFICATIONS**

The City of Washington hereby gives public notice that it is requesting qualification proposals from interested and qualified consultants for the following project:

**Owner's Representative**

**For**

**City of Washington Construction Improvements including City Hall, City Auditorium and New Fire Station**

The intent of this document is to solicit Statements of Qualifications from qualified construction management firms interested in providing services for various improvements to City facilities.

Copies of the Request-for-Qualifications (RFQ) are available from:

Department of Parks & Recreation  
405 Jefferson Street (lower level)  
Washington, MO 63090  
636-390-1080  
[wdunker@washmo.gov](mailto:wdunker@washmo.gov)

Qualifications must be received by the Office of the City Clerk, 405 Jefferson, Washington, Missouri 63090, Friday, January 20th, 2023 at 2:00 pm CST, after which time and date they will no longer be accepted.

CITY OF WASHINGTON

January 2023

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES as  
OWNERS REPRESENTATIVE  
WASHINGTON, MO MUNICIPAL FACILITY IMPROVEMENTS

INTENT

The purpose of this document is to solicit Statements of Qualifications (SOQ's) from qualified companies or firms or other legally structured entities (collectively referred to herein as "Company" or "Companies") interested in providing services for Construction Management as Owner's Representative ("OR") on municipal facilities improvements. The work is anticipated to include, but not be limited to, the information contained within this request for Qualifications. Statement of Qualifications submitted by companies will be given initial consideration for subsequent interviews leading to a selection, although the City reserves the right to reject all applications and to solicit additional SOQs if the City, in its sole discretion, deems it necessary or advisable.

Each completed Statement of Qualifications must be received in a sealed envelope by the City of Washington's City Clerk, Sherri Klekamp at 405 Jefferson St., Washington, MO 63090 no later than 2:00 p.m. central daylight time (CDT) on Friday, January 20<sup>th</sup>, 2023. Sealed proposal packets should be clearly marked OWNER'S REPRESENTATIVE – WASHINGTON, MO MUNICIPAL FACILITY IMPROVEMENTS.

The City may select a qualified Company to provide construction management services as the Owner's representative as generally described in this document. The City's intent is to use the selected Company through the design, bidding, construction, and closeout, potentially move in, and warranty phases of proposed facilities. It is also anticipated the OR shall provide the necessary support to aid the Owner, architect, contractor(s), and any other representatives associated with the project. The City anticipates selecting a single Company to accomplish the stated goals, but reserves the right to evaluate and choose teams if, in the City's sole discretion, it is deemed appropriate.

BACKGROUND

The City of Washington is anticipating various construction improvements including City Hall, City Auditorium and a new fire station in Washington MO. In April of 2018, Washington voters approved the renewal of the 1/2 cent capital improvement sales tax which consisted of a budget of

approximately \$5.9 million towards the above mentioned improvements. It is anticipated the improvement would be completed in phases over the next three years with design starting in 2023.

Projects include the following:

New Fire station	\$4,000,000
City Hall Improvements	\$ 150,000
City Auditorium roof insulation	\$
Renovation of Old Pool Building	\$
Fairground restroom and Arena lighting	\$
Parks Maintenance Shed Building remodel	\$
Public Works office remodel	\$ 70,000

#### SERVICES SOUGHT

The services requested below shall not be construed as an all-encompassing list of tasks that will be negotiated, and/or necessary to complete this project, instead they shall be used as a guideline as to what services the City currently anticipates are likely to be required:

#### **A. DESIGN AND PRE-CONSTRUCTION SERVICES**

1. Review the programming and studies to understand the requirements, and the scope of work to be completed within the project.
2. Provide a preliminary evaluation of the City's program, schedule and construction budget requirements.
3. Solicit proposals for Design/Build Teams
4. Work closely with the A/E Company(s) and Construction Company in all aspects of the project (herein after shall be referred to as the Design Build team as designated by the City)
5. Actively assist Owner in resolving disputes regarding the work, material, labor, contractors (including generals and Multiple Primes), sub-contractors, and all other parties related to the construction of the project. Settle such disputes for Owner if, and to the extent, authorized by Owner on a dispute basis throughout the construction and warranty period.
6. Prepare and submit a written Construction Management Plan to the City that shall include, but not limited to, the following: preliminary evaluation of the program, project schedule, assist the City to determine the most efficient and effective project delivery method utilizing a single Design/Build Team.
7. Establish, prepare, revise, and monitor a progress schedule.

8. Attend all meetings deemed necessary for the City planning and approval process. Multiple presentations to the Committee and City Council may be included in the work to complete this task. Assist with the acquisition of all permitting and approvals.
9. Work with and obtain approvals by the necessary public agencies, governing utilities and approval authorities for all aspects of facility design and construction.
10. Participate in multiple project design reviews and review meetings with the City and the A/E Consultant.
11. Oversee and actively participate in a CMA role with the Design/Build Team in the development.
12. Oversee the Design/Build Team with any and all re-designs of the facility as needed.
13. Work closely with the Design/Build Team to acquire, circulate, review, and approve all design and construction documents prior to construction.
14. Provide recommendations through the project related to any Value Engineering Analysis including cost comparison estimates throughout the project. Provide input and recommendations regarding potentially approved as equal material, equipment, systems, alternatives methods, etc. for multiple design aspects.
15. Coordinate and oversee all project construction related activities, long lead items and procured items.
16. Provide input into site planning, sequencing, on-site storage, and staging.
17. Project planning for LEED implementation if the City so decides.
18. Assist in the development of all bid documents and standard forms of agreements between the General or Multiple Prime contractor(s) and City.
19. Develop and promote interest in the Project by contractors and sub-contractors.
20. Attend all meetings necessary and present to the Committee and City Council: educational/informational presentations for the project regarding project progress reports, change orders, conflicts, resolutions to conflicts, scheduling changes, and all other items related to the project as deemed necessary by the City, in its sole discretion.

## **B. CONSTRUCTION SERVICES**

The CMA shall provide full construction management services during all construction phases, including but not limited to the following:

1. Manage the complete construction of the project throughout project closeout and the warranty period. The construction manager shall not be allowed to self-perform any category of work.

2. Coordinate and direct work of sub-contractors in lieu of, or in conjunction with the Design/Build Team. Provide onsite and offsite administration to help coordinate all construction activities. Provide an OR staffing plan for personnel to be onsite as needed.
3. Observe, inspect, and verify that all materials and work conform to the construction documents, standard construction means and methods, applicable codes, ordinances, regulations, and laws.
4. Maintain competent supervisory staff to coordinate and provide direction of the work and progress of the contractors on the project.
5. Work closely with City regulatory departments for the proper permitting and inspections needed.
6. Establish and maintain Quality Control and Quality Assurance standards.
7. Establish, monitor, and regular updating of a computerized construction scheduling system.
8. Conduct meetings with the Owner and Design Build Team to review construction progress, scheduling, problems, etc. on a bi-weekly schedule at a minimum.
9. Actively assist Owner in resolving disputes regarding the work, material, labor, contractors (including generals and Multiple Primes), sub-contractors, and all other parties related to the construction of the project. Settle such disputes for Owner if, and to the extent, authorized by Owner on a dispute basis throughout the construction and warranty period.
10. Maintain the project budget. Establish and maintain a cost control system and conduct meetings to review costs at a minimum on a bi-weekly basis.
11. Track overall project costs, including design, all contingencies, and maintaining detailed construction cost records. Submit reports to the City on a monthly basis at minimum.
12. Review and provide justification of all requests for changes, challenging the cost of the contractors as necessary, provide comparison estimates on all change order and associated costs, make recommendations to the City, and present all change orders to the City Council.
13. Review, validate, and process for payment all pay request applications by contractors and material suppliers in accordance with the terms of the contract. Acquire, review, and approve the certified payroll. Provide a detailed schedule of values to accompany all pay requests.
14. Maintain job site records and submit appropriate progress reports periodically as requested by the City.
15. Implement and enforce all labor policies in conformance with federal, state and local requirements.



16. Review and monitor the safety and equal opportunity programs of each contractor for conformance with federal, state and local requirements.
17. Acquire, log, track, review, distribute, and process shop drawings, material submittals, RFI's, and all other submittals.
18. Provide all record keeping and reporting as may be required by, various agencies, approval authorities, and the City.
19. Attend and present to the City Council project progress reports, change orders, conflicts, resolutions to conflicts, scheduling changes, and all other items related to the project as deemed necessary by the City.
20. Be responsible for keeping at least one copy of all plans, addendum, RFI's, shop drawings, change orders, as-builts, SDS sheets, SWPPP and erosion control documentation, agreements and all other items related to the project onsite at all times.
21. Provide the services to manage the project closeout including but not limited to, preparation of all walk through evaluations, punch list items and the coordination of work to remedy all punch list items.
22. Prepare and maintain a daily log of what has transpired on the projects including, but not limited to, all work completed, the date, the time, the weather conditions, contractor and sub-contractor labor, equipment used, and any issues or change order items that are presented or approved.
23. Upon the projects being completed and closeout, the OR shall submit to the City a full digital copy of all project files that were maintained by the OR Company and all contractors in their native formats.

#### CONTENT OF PROPOSAL

1. Submit ten (10) bound copies of the submittal, of no more than 5 pages in length on 8 1/2" x 11" sheets of paper and a pdf copy with the following information:
  - a. Company information including: name, address, telephone number and e-mail address of your Company; type of business organization, years in business, and primary project contact. Include a list of all sub-consultants and all information for each as shown above.
  - b. A brief description of the Company and its history, also including relevant qualifications, certifications, and special expertise that can be applied to this project. The same information shall be submitted for all additional sub-consultants used for the project.
  - c. Project experience in working with private/governmental entities over the last 5 years with respect to design/build projects completed by the Company and proposed staff. Project list should identify and detail the following: project name, owner, location, total design cost, total construction cost, initial design schedule and initial

construction schedules, actual design time and actual construction time needed, justifications for underruns and overruns of the schedules and construction, and abbreviated scope of services performed on the project by the Company. Schedules can be shown in total number of months.

- d. Include information that shows and defines each time the Company provided a scope of services as an OR to an Owner working through either a Design/Build Team, General Contractor or Multiple Prime Contractors project delivery methods, or both within the last 5 years. Provide or explain the scope of services for each project.
  - e. List all lawsuits in which the Company has been engaged and each currently pending against the Company. If none, state that fact also. Provide a minimum of five client references corresponding to the projects. Provide client's name, address, contact person, and contact's phone number.
  - f. Provide names and roles of the key personnel to be involved on the project. For each, provide resumes indicating special expertise, specific certifications, building inspection certifications, and relevant experience related to projects of this nature. This shall also include all members of other Companies that shall be used on the project as a sub-consultant, if any. (The resumes shall not be counted towards the total page count)
  - g. OR personnel capacity to be utilized on this project including names and job titles, and capability to dedicate personnel to the City's project throughout the duration of the project. Show the current 2023 workloads and personnel dedicated to each, along with projected workload for 2024 through 2025 if possible.
  - h. Describe your project approach in detail, including the procedures and methods your Company will use to provide the necessary services as described within this request for qualifications. This information should clearly identify your understanding of the scope of work. Explain cost estimating processes and how you ensure the project costs stay within budget. Explain approach for keeping a project on schedule. This shall also include a discussion of any methods, technology, or programs anticipated to be used by the Company that could be shared with the City and its representatives to ensure seamless communication and processes from design through the construction and closeout phases.
  - i. Provide a review and any recommendations that can be given in regards to the preliminary schedule of the project. This shall be based upon the Company's historical data for facilities of this nature or complexity. The City understands that there are many variables to schedules that may differ between each project. That said, the Company has the responsibility to provide their best and most accurate detailed projected schedule that is realistic and attainable. This will be based upon the company's personnel, capacity, and availability of staff and resources at this time and as projected through 2025.
  - j. Explain approach for keeping a project on schedule
  - k. Indicate the levels of professional liability and general liability insurance coverage carried by the Company
2. Each applicant shall furnish the Owner one (1) electronic copy of the submittal in Adobe PDF format, on a flash/thumb drive.
  3. **Do Not** include an actual cost proposal within the statement of qualifications submittal.

## EVALUATION CRITERIA

The criteria which will be considered in the evaluation of the Statements of Qualifications shall include, but not necessarily be limited to:

- a. Specified project personnel, and company, experience and technical competence and capabilities related to providing the services for Construction Management as Agent, and construction of a facility of this nature or complexity under a design/build format. (30%)
- b. Project Approach and completeness of the requested information. (20%)
- c. The provided preliminary schedule will be reviewed and evaluated for practicality, completeness, duration, and detail. The Company is allowed to present information that can justify how a project can be expedited to meet short deadlines. (10%)
- d. Past record of performance on similar projects, with details based upon the following: projected schedules for completion, and preliminary estimates versus actual construction completion and final project costs. Also, quality of service and proof the Company met schedules and budget, and reference checks. (10%)
- e. Availability and Capacity of the Company during the proposed project timeline and the capability of the Company to dedicate the appropriate number of experienced personnel to the project. (20%)
- f. Quality of information based on completeness, relevance, conciseness and organization of materials. (10%)

## SELECTION PROCESS

The initial phase will include distribution of the written Statements of Qualifications that conform to the requirement of this Request for Qualifications to members of the Aquatics Committee. The committee will review the Statements of Qualifications and rank them based on the criteria set forth herein and form a recommendation. The City may grant interviews to certain Companies if deemed necessary or advisable, in the City's sole discretion, during this phase. The statement of qualifications will be used to pre-qualify OR Companies to receive a Request for Proposals for the scope listed within this RFQ. The City reserves the right to add, modify, or remove scope as deemed necessary or advisable, in the City's sole discretion, but this document gives a general understanding of the services the City is requesting. The Owner is under no obligation to grant interviews. The City reserves the right to either reject any or all of the submittals and not to enter into an agreement with any of the applicants and reserves the right to initiate a new process if the selection committee so recommends or the City, in its sole discretion, determines that would be most advantageous to the City.

The City intends to promptly negotiate a contract with that CMA determined to be most qualified and providing the most advantageous services to the City.

The timeline for the selection process is:

- a. Request for Qualifications sent out on December 12<sup>th</sup>, 2022.

- b. Sealed CMA submittals are due no later than 2:00 p.m. Central Daylight Time, prevailing central time on January 20<sup>th</sup>, 2023.
- c. A committee will review to include review of statements and interviews if necessary.
- d. Request for City Council approval is tentatively scheduled to occur on February 6<sup>th</sup>, 2023.

Any questions shall be submitted only to:

**Director of Parks & Recreation**

**Attn: Wayne Dunker**

**405 Jefferson Street**

**Washington, MO 63090**

**[wdunker@washmo.gov](mailto:wdunker@washmo.gov)**

All questions and their corresponding responses will be provided to all conforming applicants in



May 31, 2023

Honorable Mayor and City Council  
Washington MO 63090

Re: Owner's Representative Contract for Various Construction Projects

Dear Mayor and Council,

In December of 2022 City staff solicited a request for qualifications for Owner's Representative for various construction improvements including City Hall, City Auditorium, Public Works, Old Pool House and a new fire station. The City received two sets of qualifications, one from Eagan Design and Build and one from Avison Young. The committee reviewed the qualifications and recommended breaking up the construction projects into the new fire station and the remaining renovations. The committee also recommended considering Avison Young for the Owner's Representative for the fire station and Eagan Design and Build for the remaining renovations. Committee members included the following:

- Mayor Doug Hagedorn
- Councilman Mike Coulter
- Councilman Jeff Patke
- Fire Chief Tim Frankenberg
- Wayne Dunker
- Chad Owens
- Darren Lamb

After additional considerations, the Fire Department determined that the new fire station would best be designed and built by the traditional design, bid, build approach and that an owners representative contract would not be needed. However the remaining projects would best be delivered by having an owner's representative to oversee the remaining projects. They include the following with budget amounts:

City Hall Improvements (to include insulation, building security system and minor renovations to the second floor)	\$150,000
City Auditorium roof insulation and exterior improvements	\$900,000
Renovation of Old Pool Building for Parks Offices	\$390,000
Public Works office remodel	\$ 70,000
Fairground restroom and arena lighting	\$220,000
Parks Maintenance and Shed Building remodel	\$226,800

7a



All of the above improvements were proposed during the Capital Improvement Sales Tax renewal. The contract attached is for Egan Design and Build and can be approved in phases. The first improvements that will be anticipated to go out for bid are for the City Auditorium. The remaining improvements will be reviewed based on cost estimates and bid packages to optimize savings.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Darren Lamb". The signature is fluid and cursive, with the first name being more prominent.

Darren Lamb, AICP  
City Administrator

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING THE QUOTE FROM  
REDEXIM NORTH AMERICA, INC. FOR THE  
PURCHASE OF A BLECAVATOR

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

SECTION 1: The Mayor is authorized and directed to accept the Quote from Redexim Turf Products in an amount totaling Nineteen Thousand Three Hundred Four Dollars and Twenty-Four Cents (\$19,404.24) for the purchase of a Blecavator. A copy of said quote 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



# QUOTATION

Quote Number: 902662  
 Quote Date: Mar 1, 2023  
 Page: 1

427 N OUTER RD WEST  
 VALLEY PARK, MO 63088-2031  
 US

<b>Quoted To:</b>
CITY OF WASHINGTON (MO) 405 JEFFERSON STREET WASHINGTON, MO 63090 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF WASHINGTON	3/31/23	Net 30 Days	JOHN SOETAERT

Quantity	Item	Description	Unit Price	Amount
1.00	152.180.002	BLECAVATOR 180	19,304.24	19,304.24

Voice: 636-825-8300  
 Fax: 636-825-8302

Subtotal	19,304.24
Sales Tax	
Freight	100.00
<b>TOTAL</b>	<b>19,404.24</b>

# BLECAVATOR

## BLECavator (Compact)



- Buries stones, debris and overgrowth
- Adjustable screening tines 14-56mm spacing
- Levels, rakes and rolls in one pass
- Pulverises clods into a fine tilth
- Packer roll leaves a firm surface
- Optional quick fit attachment Seed Hopper
- Designed for tractors 35-90hp
- Adjustable packer roller to eliminate ridges

The BLECavator compact series has been re-designed to work more efficiently. The well proven standard BLECavator is a one pass ground preparation tool, cultivating and digging down to between 10-18cm lifting and screening the stones and debris down to between 14-50mm through the adjustable screening tines - burying the stones and debris, raking the ground level and compacting the soil with the rear packer roller.



Model	145	180	210
Model Number	152.145.000	152.180.002	152.210.002
Tractor hp req	35-65	60-90	60-90
Working width cm (in)	150cm (59")	180cm (71")	210cm (83")
Working depth		100 - 180mm (4 - 7")	
Number of Disks	9	11	13
No of blades	54	66	78
Rear roll		Packer type roller with scraper	
Weight kg (lb)	652kg (1437lb)	770kg (1698lb)	838kg (1847lb)
Weight kg (with optional seed hopper)	688kg (1517lb)	800kg (1764lb)	877kg (1933lb)
Dimensions WxLxH cm (in)	190 x 150 x 110 (75 x 59 x 43")	220 x 150 x 110 (87 x 59 x 43")	250 x 150 x 110 (98 x 59 x 43")
<b>Options</b>			
Hydraulic top link		298.000.000	
Seed Hopper	252.145.000	252.180.004	252.210.000





June 5, 2023

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

RE: Bid Recommendation - Blecavator

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and the analyze equipment to determine current need. As such, the Parks and Recreation Department identified the need to purchase a Blecavator in the FY2022-2023 budget. Staff solicited bids and received (3) three bids. It was determined that Redexim North America would give the City the best pricing.

The three bids received were:

Redexim North America	\$19,404.24
Everglades Equipment	\$21,319.45
Tri State Pump Control	\$25,002.00

The Blecavator pulverizes turf and soil while burying stones and debris. It levels, racks and rolls all in one pass. This piece of equipment would be used in any area we sow grass seed (athletic fields, fairgrounds etc.) and would eliminate several maintenance processes. Those processes include spraying herbicide on the turf, waiting for it to die (over several days), removing the dead turf and adding topsoil.

**Accordingly, staff recommends that Council consider Redexim North America's bid in the amount of \$19,404.24 for the purchase of a Blecavator. This amount is under the budgeted amount of \$20,130.00, which was approved in the FY2022-2023 Parks and Recreation budget.**

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 ACCEPTING THE QUOTE FROM  
AMERICAN RAMP COMPANY FOR THE PURCHASE  
OF SKATE PARK FEATURES AT OPTIMIST PARK

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Quote from American Ramp Company in an amount totaling Nineteen Thousand Five Hundred Twenty-Three Dollars and Fifty-Six Cents (\$19,523.56) for the purchase of skate park features at Optimist Park. A copy of said quote 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

601 S. McKinley Ave  
 Joplin, MO 64801  
 Toll-free: 800-RAMP-778  
 Local: 417-206-6816  
 Fax: 417-206-6888  
 sales@americanrampcompany.com



Quote #	Design #	Customer	Date	Designer
Q27806.2	8178	Washington City	05-04-23	Chuck Dodge

**Feature List and Price Quote**

Item	Obstacle	Height	Width	Length
1	Grind Rail (Square)	1'	3"	12'
2	Grind Rail, Kinked (Round)	9"-16"	2"	20'
3	Sofa	2'	4'	8'
4	Dozer	2'	3'	16'
5	Grind Rail (Square)	1'	3"	8'
6	Grindbox	0.5'	4'	12'
7	Old Skool Rail	1.7'	0.2'	8.75'

**Sourcewell Price Quote**

Features		Included
Shipping/Handling		Included
Installation		Included
TOTAL		\$20,993.07
Sourcewell Discount		\$(1,469.51)
GRAND TOTAL		\$19,523.56

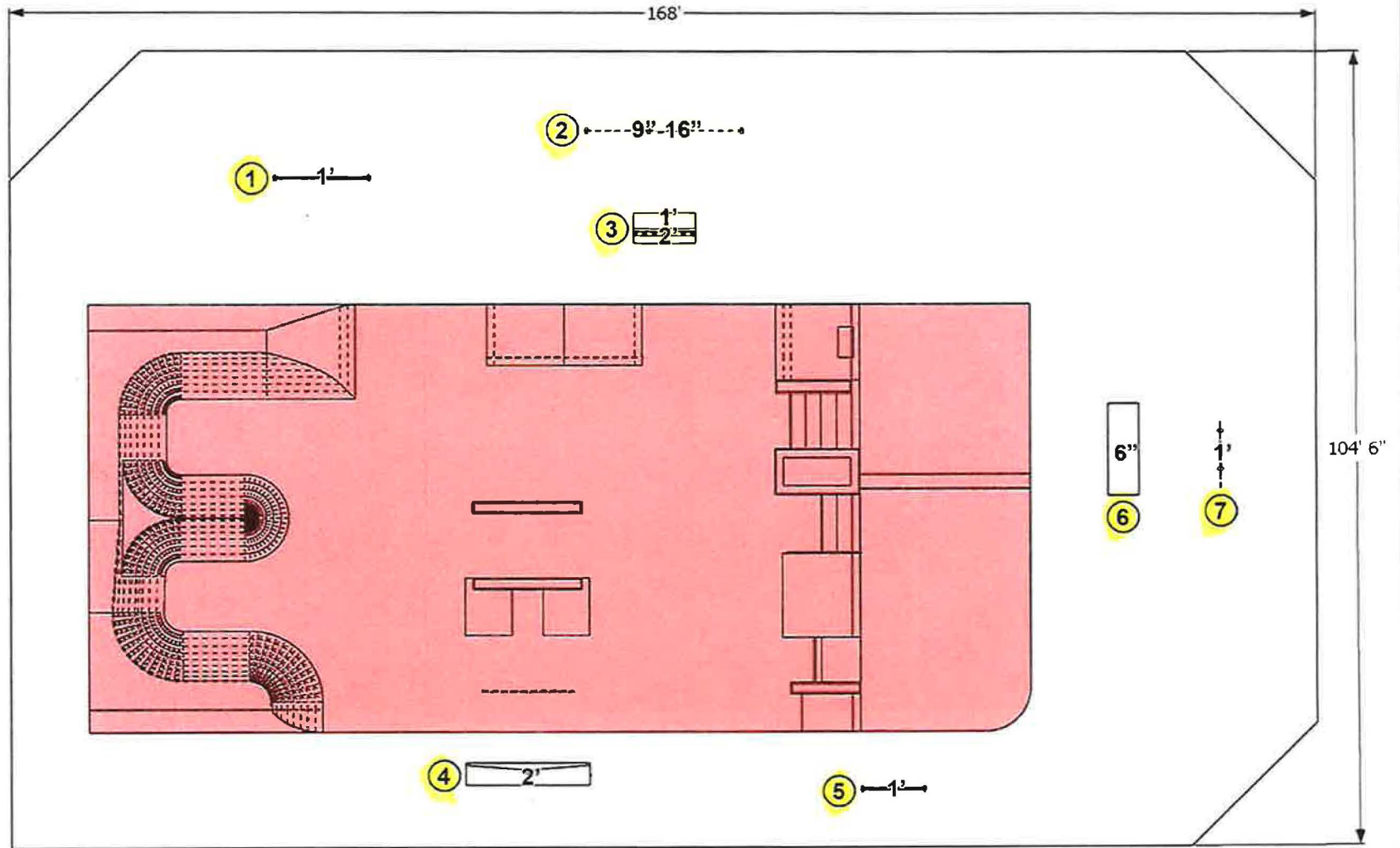
**Notes**

- This quote includes Equipment and Shipping and Installation
- All pricing compliant with ARC's Sourcewell Contract (#112420-ARC)
- This quote does not include sales tax. If applicable, call for revised quote
- Quote is good for 30 days.
- Payment terms are 50 percent upon order and remaining 50 percent upon feature delivery

Name

Signature

Date



AMERICANRAMP COMPANY.COM





June 5, 2023

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

RE: Skate Park Feature Additions

Honorable Mayor and City Council,

The renovation of the Skate Park at Optimist Park is included in the current Capital Sales Tax Improvement Plan as a funded project. The total budgeted amount for the skate park renovation is \$150,000. Phase II includes installation of a new skate park features (in addition to the Hardie Board siding & soffit currently being installed). The budget for new skate park features is \$20,000. It was determined that American Ramp Company would give the City the best pricing via the Sourcwell cooperative purchasing agreement. The Parks and Recreation Commission recommended these features at the May 10 Commission meeting.

Find in this packet an ordinance for your consideration that would enter the City into a contract with American Ramp Company to provide seven new skate park features for \$19,523.56.

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 ACCEPTING THE QUOTE FROM  
MTI DISTRIBUTING FOR THE PURCHASE OF A  
WORKMAN UTX

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

SECTION 1: The Mayor is hereby authorized to directed to accept the Quote from MTI Distributing in an amount totaling Thirty-Seven Thousand Six Hundred Eighty Dollars and Seventy-Four Cents (\$37,680.74) for the purchase of a Workman UTX. A copy of said quote 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



MTI Distributing  
Equipment Quote  
May 31, 2023



City of Washington  
Chad Owens

Quote Expiration Date: 6/30/2023

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	08100	Toro Workman UTX Gas	\$21,389.07	\$21,389.07
1	08110	Canopy, Polyethylene	\$464.07	\$464.07
1	08114	Front Full Doors, Polycarbonate	\$2,975.07	\$2,975.07
1	08112	Glass Windshield, Wiper And Washer	\$1,487.07	\$1,487.07
1	08116	Rear Window, Polycarbonate	\$464.07	\$464.07
1	08122	Heat and A/C (Gas)	\$2,417.07	\$2,417.07
1	08131	Work Lights	\$417.57	\$417.57
1	08132	Beacon Light	\$232.50	\$232.50
1	08134	Electric Bed Lift	\$743.07	\$743.07
1	08136	Supervisor Key	\$36.27	\$36.27
1	131-8550	12V Power Point Kit	\$56.73	\$56.73
1	08130	Overhead Console and Harness	\$464.07	\$464.07
1	08140	Side Mirrors (Left And Right)	\$203.67	\$203.67
1	08141	Rear View Mirror	\$120.90	\$120.90
1	08143	Underseat Storage	\$166.47	\$166.47
1	08144	27 Inch Agressive Tire With Alloy wheel	\$1,208.07	\$1,208.07
Omnia Member #5094480 Omnia contract 2017025				
			Subtotal	\$32,845.74
			9.738% Sales Tax	exempt
			<b>Total</b>	<b>\$32,845.74</b>

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability  
 Net 30 Terms with qualified credit  
 New Toro commercial equipment comes with a two-year manufacturer warranty  
 Equipment delivery and set-up at no additional charge  
 All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel  
Commercial Sales Manager  
314-750-7347

Scott Esterby  
Inside Sales Representative  
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

Td





MTI Distributing  
Equipment Quote  
February 23, 2023



City of Washington  
Chad Owens

Quote Expiration Date: 3/25/2023

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	MSC12480	Vblade	\$1,284.00	\$1,284.00
1	MSC12060	Plow Box	\$2,732.00	\$2,732.00
1	MSC09601	Vblade Controller	\$271.00	\$271.00
1	LTA14715	Undercarriage And Wiring	\$548.00	\$548.00
			Subtotal	\$4,835.00
			9.738% Sales Tax	exempt
			<b>Total</b>	<b>\$4,835.00</b>

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

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Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

**Eric Bickel**  
Commercial Sales Manager  
314-750-7347

**Mandi Prinsen**  
Inside Sales Representative  
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:

7a



June 5, 2023

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

RE: Bid Recommendation – Workman UTX (commercial utility vehicle)

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and the analyze equipment to determine current need. As such, the Parks and Recreation Department identified the need to replace our 1999 Kawasaki UTV in the FY2022-2023 budget. It was determined that MTI Distributing would give the City the best pricing via the Omnia cooperative purchasing agreement.

The Workman UTX is a commercial grade gas 4X4 utility vehicle made to work in multiple environments. It is road ready with standard LED Headlights, turn signals, brake lights and built to handle snow and ice. The UTX boasts the highest payload in its class. The snowplow package is included in the price below.

**Accordingly, staff recommends that Council consider MTI Distributing's bid in the amount of \$37,680.74 for the purchase of a Workman UTX. This amount is under the budgeted amount of \$39,000.00, which was approved in the FY2022-2023 Parks and Recreation budget.**

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

7d

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING  
THE CITY OF WASHINGTON, MISSOURI TO ENTER  
INTO A SALES CONTACT WITH FABICK CAT FOR  
THE PURCHASE OF A CATERPILLAR 953 TRACK  
LOADER WITH EXTENDED PROTECTION PLAN

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

SECTION 1: The Mayor is hereby authorized to execute a Sales Contract with Fabick Cat, 1 Fabick Drive, Fenton, Missouri in an amount totaling Four Hundred Eighteen Thousand, Nine Hundred Thirty-Five Dollars and Twenty-Four Cents (\$418,935.24) for the purchase of a Caterpillar 953 Track Loader with Extended Protection Plan. 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 its passage and approval.

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri

**Exhibit A**

**SALES CONTRACT**

This Sales Contract made and entered into this 5th day of June, 2023, by and between Fabick Cat, 1 Fabick Drive, Fenton, Missouri 63026, 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 (1) Caterpillar 953 Track Loader with Extended Protection Plan.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one (1) Caterpillar 953 Track Loader with Extended Protection Plan for payment in the total sum of Four Hundred Eighteen Thousand Nine Hundred Thirty-Five Dollars and Twenty-Four Cents (\$418,935.24).

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, Missouri executes this contract the day and year first written.

SELLER:

CITY:

BY: \_\_\_\_\_  
Company Representative

BY: \_\_\_\_\_  
Mayor – Washington, MO

ATTEST: \_\_\_\_\_  
City Clerk

*7e*



May 18, 2023

RE: Recommendation – Purchase Caterpillar 953 Track Loader

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 \$390,000 for this year to replace our 2015 Cat 953D, which has over 15,000 hours on it. This equipment is operated 6 days a week, 11 hours a day at our landfill. The new loader is over budget now; however, it will not arrive until next budget year ('23-'24). We will roll over the current amount and increase the budget amount in the new budget year, to make up the difference. It has a 60 month 10,000 hour warranty (we average 2000 hours per year on this equipment).

The bid is a state bid from the 2023 Sourcwell Contract #032119-Cat Program Support 2023; with the Extended Protection Plan: 953-60 MO/10000 HR PREMIER (Tier 4), in the amount of \$418,935.24.

I recommend that the City of Washington contract with Fabick Cat for the purchase of the Cat 953 in the amount of, \$418,935.24.

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

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ENACTING SECTIONS 221.010 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 221.010 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

As used herein, the term Yard Waste shall mean leaves, grass clippings, yard and garden vegetation, logs no longer than sixteen feet (16') in length and twenty-four inches (24") in diameter, tree stumps clean of dirt, soil, and debris, and Christmas trees. The term does not include roots or shrubs with intact root balls.

SECTION 2: Section 221.020 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

City of Washington residents, shall be permitted to deposit Yard Waste at the City Recycling Center, without charge.

SECTION 3: Section 221.030 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

All commercial or industrial users depositing Yard Waste at the City Recycling Center shall pay the following fees:

Pick-up Truck Load	\$40.00 per load
Trailer (up to 12')	\$70.00 per load
Trailer (over 12')	\$90.00 per load
Roll-Off Containers	\$100.00 per load
Chip Trucks	\$40.00 per load
Tandem Axle Dump Trucks	\$120.00 per load
Single Axle Dump Trucks	\$70.00 per load

SECTION 4: Section 221.040 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:



The City reserves the right to refuse the deposit of any Yard Waste at any time.

SECTION 5: Section 221.050 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

Items that will not be accepted at the City Recycling Center are the following:

- A. Lumber;
- B. Construction debris;
- C. Landscaping debris;
- D. Plastic Bags;
- E. Trash;
- F. Rail Ties;
- G. Utility Poles;
- H. Pallets;
- I. Brush mixed with wire.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: 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 31, 2023

RE: Recommendation – Establish a Yard Waste Dumping Fee Schedule for Commercial & Private Developers/Contractors Working Within the City Limits of Washington

Honorable Mayor and City Council,

On May 9<sup>th</sup> we held a Recycle Center and Landfill rate increase meeting. The Committee proposes the attached fees to be included in City Code, as currently we do not have a code section to set these fees. This would establish a fee schedule for Commercial & Private Developers/Contractors, working within the City Limits of Washington to dispose of leaves, grass clippings, yard/garden vegetation, logs no longer than sixteen feet (16') in length and twenty-four inches (24") in diameter, tree stumps clean of dirt, soil, and debris, and Christmas trees. The term does not include roots or shrubs with intact root balls.

**City of Washington residents would be permitted to deposit Yard Waste at the City Recycling Center without a fee charge.**

All commercial or industrial users depositing Yard Waste at the City Recycling Center shall pay the following fees:

Pick-up Truck Load	\$40.00 per load
Trailer (up to 12')	\$70.00 per load
Trailer (over 12')	\$90.00 per load
Roll-Off Containers	\$100.00 per load
Chip Trucks	\$40.00 per load
Tandem Axle Dump Trucks	\$120.00 per load
Single Axle Dump Trucks	\$70.00 per load

The City reserves the right to refuse the deposit of any Yard Waste at any time.

Non-Acceptable Items: Lumber, Construction Debris, Landscaping Debris, Plastic Bags, Trash, Rail Ties, Utility Poles, Pallets, and Brush mixed with wire.

**Current Rates for Commercial haulers depositing Yard Waste are charged a fee of \$2.00 per cubic yard.**

- ½ & ¾ Ton Truck: \$4.00 per load
- 1-Ton Truck and Trailers up to 16': \$8.00 per load
- Single Dump Trucks & 18' to 20' Trailers: \$10.00 per load
- 25' Trailers: \$12.00 per load
- Tandem Trucks: \$16.00 per load

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

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 700.020 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 700.020 of the Code of the City of Washington, Missouri is hereby amended by adding thereto the following:

Section 700.020 Water Service Pipe.

No person shall install any water service pipe connecting with the water mains of the City at any points in the streets of the City from such water mains to the building served, unless such water service pipe is made or constructed in genuine Type K copper of one (1) continuous length or piece of copper pipe without intermediate couplings, from the tap in the water main to the shutoff box. The water service from the shutoff box to the water meter shall be constructed of a continuous piece of genuine Type K copper or high-density PVC pipe. The curb valve is to be located directly across from the tap in the water main and at right angles to the City water main at the place of the tap. In the event of damage to the water service pipe due to cutting, stretching, or weakening in any manner, the same shall be replaced by a new genuine K copper pipe in like manner of one (1) continuous piece from the tap to the shutoff box and by new Type K copper or high-density PVC pipe from the shutoff box to the water meter, unless otherwise authorized by the Water Department. All joints and connections for K copper or high-density PVC service lines shall be compression-type only. No galvanized fittings are permitted at any point in the service line. At no time will solder joints be permitted on any underground

service line. All high-density PVC pipe must contain tracing wire for the entire length of the pipe, and the tracing wire must be brought up to ground level of the curb box top. All high-density PVC pipe connections must have reinforcement tubes inserted into the pipe at the connection. The curb valve shall be Mueller inverted Minneapolis pattern or its equal. The curb box shall be Mueller Minneapolis pattern with top section one and one-fourth (1 1/4) inches in diameter, or its equal. All pipes shall be laid to a depth of not less than three (3) feet under the ground measured from the established grade of the street or alley. All service pipe shall be not less than three-fourths (3/4) inch at the time of installation. All service lines shall also have installed an approved valve on the inlet side of the meter at the immediate entry into the building or meter pit. Upon completion of installation of service lines, the City shall retain ownership of the service line from the main to the curb valve, including the curb valve, at the customer's property line, and the customer shall retain ownership of the service line from the curb valve to the meter.

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



June 5, 2023

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

RE: Code Amendment to Section 700.020 - Water Service Pipe

Honorable Mayor and City Council:

The Water Department is responsible for locating all city services for underground work. In the current code section from the city main to the city owned curb stop, high density PVC pipe was being allowed if tracer wire was installed and brought up to grade. This has not been the case and we cannot locate the service from the main to the curb stop. This change will give the department the ability to locate the service, as it will be copper instead of PVC.

Respectfully submitted,

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

Kevin Quaethem  
Public Works Superintendent

**Section 700.020 Water Service Pipe.**

**[R.O. 1992 § 700.020; Ord. No. 6702 § 1, 6-19-1989; Ord. No. 7230, 6-15-1992; Ord. No. 13-11217 § 1, 11-18-2013; Ord. No. 20-13062, 2-18-2020; Ord. No. 21-13265, 3-1-2021; Ord. No. 21-13278, 3-15-2021]**

No person shall install any water service pipe connecting with the water mains of the City at any points in the streets of the City from such water mains to the building served, unless such water service pipe is made or constructed in genuine Type K copper ~~or high-density PVC pipe~~ of one (1) continuous length or piece of copper/~~high-density PVC pipe~~ without intermediate couplings, from the tap in the water main to the shutoff box. The water service from the shutoff box to the water meter shall be constructed of a continuous piece of genuine Type K copper or high-density PVC pipe. The curb valve is to be located directly across from the tap in the water main and at right angles to the City water main at the place of the tap. In the event of damage to the water service pipe due to cutting, stretching, or weakening in any manner, the same shall be replaced by a new genuine K copper ~~or high-density PVC pipe~~ in like manner of one (1) continuous piece from the tap to the shutoff box and by new Type K copper or high-density PVC pipe from the shutoff box to the water meter, unless otherwise authorized by the Water Department. All joints and connections for K copper or high-density PVC service lines shall be compression-type only. No galvanized fittings are permitted at any point in the service line. At no time will solder joints be permitted on any underground service line. All high-density PVC pipe must contain tracing wire for the entire length of the pipe, and the tracing wire must be brought up to ground level of the curb box top. All high-density PVC pipe connections must have reinforcement tubes inserted into the pipe at the connection. The curb valve shall be Mueller inverted Minneapolis pattern or its equal. The curb box shall be Mueller Minneapolis pattern with top section one and one-fourth (1 1/4) inches in diameter, or its equal. All pipes shall be laid to a depth of not less than three (3) feet under the ground measured from the established grade of the street or alley. All service pipe shall be not less than three-fourths (3/4) inch at the time of installation. All service lines shall also have installed an approved valve on the inlet side of the meter at the immediate entry into the building or meter pit. Upon completion of installation of service lines, the City shall retain ownership of the service line from the main to the curb valve, including the curb valve, at the customer's property line, and the customer shall retain ownership of the service line from the curb valve to the meter.

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 700.140 OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI AND ADDING THERETO TWO NEW SECTIONS 700.141 AND 700.142

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

SECTION 1: Section 700.140 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Because of the nature of their operation and chance that a backflow could accidentally occur, the following types of facilities shall be required to install an approved backflow device in their water service line.

Type Of Facility	Type Of Backflow Device Required*
Beverage bottling plants	AG, or RPD, or DCA
Packing houses	AG, or RPD
Cold storage plants	AG, or RPD
Dairies	AG, or RPD, or DCA
Film laboratories	AG, or RPD
Hospital, medical buildings, sanitariums, morgues, autopsy facilities	AG, or RPD
Nursing or convalescent homes and clinics	DCA
Irrigation system separate from domestic system	AG, RPD
Lawn sprinkling system adjunct to domestic system	DCA
Sewage treatment plant	AG, or RPD
Laundries	RPD
Car washes	RPD
Water loading stations	AG, or DCA
Industries using toxic substances	RPD
Stockyards	RPD

Any other facility, which, in the judgement of the Board of Public Works, has the potential for danger to public health from backflow.

\*AG refers to air-gap; RPD refers to reduced pressure backflow device; DCA refers to double-check valve assembly.

B. Backflow prevention devices shall be approved by the Public Works Superintendent before installation by the customer and shall have been acceptable to the Board of Public Works. Installation shall be inspected and approved by the Water Department.

C. The customer shall be responsible to maintain all backflow prevention devices in good working order and to make no piping or other arrangements for bypassing the devices.

D. Periodic testing and inspection schedules shall be established by the Board of Public Works for all backflow prevention devices. Defined information concerning installation, inspection, and testing, of said devices, in accordance with current Missouri Department of Natural Resources regulations, shall be on file at the office of the Superintendent of the Board of Public Works.

E. It is further suggested for the safety of any occupants or employees within any building that additional backflow devices may be installed.

SECTION 2: Section 700.141 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

Section 700.141 Inspection and Maintenance.

A. It shall be the duty of the consumer at any premises on which backflow prevention devices required by this Article are installed to have inspections, tests and overhauls made in accordance with the following schedule or more often where inspections indicate a need.



1. Air-gap separations shall be inspected at the time of installation and at least every twelve (12) months thereafter.

2. Double-check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.

3. Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.

B. Inspections, tests and overhauls of backflow prevention devices shall be made at the expense of the water consumer and shall be performed by a Missouri certified backflow prevention device tester.

C. Whenever backflow prevention devices required by this Article are found to be defective, they shall be repaired or replaced at the expense of the consumer within fifteen (15) calendar days.

D. The water consumer shall maintain a complete record of each backflow prevention device from purchase to retirement. This shall include a comprehensive listing that includes a record of all tests, inspections and repairs. Records of inspections, tests, repairs and overhauls shall be forwarded to the Public Works Superintendent as directed by the Public Works Superintendent.

E. Backflow prevention devices shall not be by-passed, made inoperative, removed or otherwise made ineffective without specific authorization by the Public Works Superintendent.

F. The certified backflow prevention tester, hired by the customer, shall submit test report(s) for each device annually to the office of the Public Works Superintendent. The customer will be deemed in violation if the certified test report is not received by the water provider within sixty (60) days of the annual inspection date and shall be assessed a thirty dollar (\$30.00) late fee.

SECTION 3: Section 700.142 of the Code of the City of Washington, Missouri is hereby enacted to read as follows:

Section 700.142 Discontinuing Service For Violations.

A. The Public Works Superintendent shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by this Article is not installed, tested and maintained in a manner acceptable to the Public Works Superintendent or if it is found that the backflow prevention device has been removed or by-passed or if an unprotected cross-connection exists on the premises. If, in the opinion of the Public Works Superintendent, a serious, immediate threat to public health is posed, then service shall be discontinued without notice.

B. Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with this Article to the satisfaction of the Public Works Superintendent.

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

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

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri



June 5, 2023

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

RE: Code Amendment to Section 700.140 and Adding Two New Sections 700.141 and 700.142 -  
Backflow Prevention

Honorable Mayor and City Council:

The Water Department is responsible for maintaining an accurate record of all backflow devices within the City. This has become a challenge as our current code has no enforcement. The added sections will give us the ability to ensure the accuracy of the required record.

Respectfully submitted,

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

Kevin Quaethem  
Public Works Superintendent

Section 700.140 **Backflow Prevention.**  
**[R.O. 1992 § 700.140; Ord. No. 6702 § 1, 6-19-1989]**

A. Because of the nature of their operation and chance that a backflow could accidentally occur, the following types of facilities shall be required to install an approved backflow device in their water service line.

Type Of Facility	Required*	Type Of Backflow Device
Beverage bottling plants		AG, or RPD, or DCA
Packing houses		AG, or RPD
Cold storage plants		AG, or RPD
Dairies		AG, or RPD, or DCA
Film laboratories		AG, or RPD
Hospital, medical buildings, sanitariums, morgues, autopsy facilities		AG, or RPD
Nursing or convalescent homes and clinics		DCA
Irrigation system separate from domestic system		AG, RPD
Lawn sprinkling system adjunct to domestic system		DCA
Sewage treatment plant		AG, or RPD
Laundries		RPD
Car washes		RPD
Water loading stations		AG, or DCA
Industries using toxic substances		RPD
Stockyards		RPD

Any other facility, which, in the judgement of the Board of Public Works, has the potential for danger to public health from backflow.

\*AG refers to air-gap; RPD refers to reduced pressure backflow device; DCA refers to double-check valve assembly.

B. Backflow prevention devices shall be approved by the Public Works Superintendent before installation by the customer and shall have been acceptable to the Board of Public Works. Installation shall be inspected and approved by the Water Department.





- C. The customer shall be responsible to maintain all backflow prevention devices in good working order and to make no piping or other arrangements for bypassing the devices.
- D. Periodic testing and inspection schedules shall be established by the Board of Public Works for all backflow prevention devices. Defined information concerning installation, inspection, and testing, of said devices, in accordance with current Missouri Department of Natural Resources regulations, shall be on file at the office of the Superintendent of the Board of Public Works.
- E. It is further suggested for the safety of any occupants or employees within any building that additional backflow devices may be installed.

**Section 700.141 Inspection and Maintenance.**

- A. It shall be the duty of the consumer at any premises on which backflow prevention devices required by this Article are installed to have inspections, tests and overhauls made in accordance with the following schedule or more often where inspections indicate a need.
  - 1. Air-gap separations shall be inspected at the time of installation and at least every twelve (12) months thereafter.
  - 2. Double-check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.
  - 3. Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed.
- B. Inspections, tests and overhauls of backflow prevention devices shall be made at the expense of the water consumer and shall be performed by a Missouri certified backflow prevention device tester.
- C. Whenever backflow prevention devices required by this Article are found to be defective, they shall be repaired or replaced at the expense of the consumer within fifteen (15) calendar days.
- D. The water consumer shall maintain a complete record of each backflow prevention device from purchase to retirement. This shall include a comprehensive listing that includes a record of all tests, inspections and repairs. Records of inspections, tests, repairs and overhauls shall be forwarded to the Public Works Superintendent as directed by the Public Works Superintendent.
- E. Backflow prevention devices shall not be by-passed, made inoperative, removed or otherwise made ineffective without specific authorization by the Public Works Superintendent.
- F. The certified backflow prevention tester, hired by the customer, shall submit test report(s) for each device annually to the office of the Public Works Superintendent. The customer will be deemed in violation if the certified test report is not received by the water provider within sixty (60) days of the annual inspection date and shall be assessed a thirty dollar (\$30.00) late fee.

**Section 700.142 Discontinuing Service For Violations.**

- A. The Public Works Superintendent shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by this Article is not installed, tested and maintained in a manner acceptable to the Public Works Superintendent or if it is found that the backflow prevention device has been removed or by-passed or if an unprotected cross-connection exists on the premises. If, in the opinion of the Public Works



Superintendent, a serious, immediate threat to public health is posed, then service shall be discontinued without notice.

- B. Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with this Article to the satisfaction of the Public Works Superintendent.

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 700.320 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 700.320 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 700.320 Permits And Charges For Water Taps And Connections.

A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. All fees will be paid to Water Department at time of application. The Water Department will complete all taps up to and including 2 inch. Water taps larger than 2 inch shall be completed by the applicant at the direction of the Water Superintendent. Applicant shall provide 24 hours notice to the Water Department prior to needing tap. A tap fee and or connection fee based upon the following schedule shall accompany each such application:

Size Of Connection (inches)	Tap Fee
3/4 and 1	\$100 plus materials
1 1/2	\$175 plus materials
2	\$225 plus materials

B. In addition to the tap fee above, a connection charge based upon the following schedule shall also accompany each such application:

Size Of Service Connection (inches)	Connection Charge
3/4	\$600
1	\$800
1 1/2	\$1,700
2	\$2,000
3	\$2,300
4	\$3,400
6	\$4,500
8	\$6,700
10	\$8,900
12	\$11,100

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



June 5, 2023

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

RE: Code Amendment to Section 700.320 - Permits And Charges For Water Taps And Connections

Honorable Mayor and City Council:

In the past connection fees have been charged through the Engineering Department and tap fees have been charged through the Water Department. To make it easier the Water Department will handle all charges for connection and tap fees at one time.

Respectfully submitted,

Kevin Quaethem  
Public Works Superintendent

**Section 700.320 Permits And Charges For Water Taps And Connections.**

**[R.O. 1992 § 700.320; Ord. No. 6702 § 1, 6-19-1989; Ord. No. 7207 § 3, 4-20-1992; Ord. No. 14-11288 § 1, 7-7-2014]**

- A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. **All fees will be paid to Water Department at time of application. The Water Department will complete all taps up to and including 2 inch. Water taps larger than 2 inch shall be completed by the applicant at the direction of the Water Superintendent. Applicant shall provide 24 hours notice to the Water Department prior to needing tap. A tap fee and or connection fee based upon the following schedule shall accompany each such application:**

<b>Size Of Connection</b>	
<b>(inches)</b>	<b>Tap Fee</b>
3/4 and 1	\$100 plus materials
1 1/2	\$175 plus materials
2	\$225 plus materials

- B. In addition to the tap fee above, a connection charge based upon the following schedule shall also accompany each such application:

<b>Size Of Service Connection</b>	
<b>(inches)</b>	<b>Connection Charge</b>
3/4	\$600
1	\$800
1 1/2	\$1,700
2	\$2,000
3	\$2,300
4	\$3,400
6	\$4,500
8	\$6,700
10	\$8,900
12	\$11,100

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

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

WHEREAS, “The Creek of Koch Farm”, was approved by the City Council on May 15, 2023, Ordinance #23-13777; and

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

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

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

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

SECTION 3: The applicant shall execute the Maintenance Bond Contract marked “Exhibit A”, attached hereto and incorporated herein by reference and receipt by the City of Washington, Missouri of a Maintenance Bond Contract for said minimum improvements.

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

7j



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

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor of Washington, Missouri

75

**“Exhibit A”**  
**MAINTENANCE BOND CONTRACT**

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

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

NOW, THEREFORE, in consideration of the acceptance of the minimum improvements by the City Council of the City of Washington, Missouri, serving “The Creek at Koch Farm”, the undersigned hereby agrees to furnish the City of Washington, Missouri a maintenance bond in the amount of \$98,955.80, binding the undersigned to the City of Washington, Missouri for two (2) years from the date of acceptance to indemnify the City of Washington, Missouri for all loss that the City of Washington, Missouri may sustain by reason of any defective materials or workmanship in the minimum improvements which become apparent during that two (2) year period.

Owner/Subdivider/Divider/Applicant

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company Name

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

75



May 30, 2023

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

RE: THE CREEK AT KOCH FARM  
Acceptance of minimum improvements

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

The following ordinance will allow for the acceptance of minimum improvements by the City County. The City will take over maintenance of the improvements. A 20% maintenance bond in the amount of \$98,955.80 is included.

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

Respectfully,

Charles Stankovic, PE  
Interim City Engineer

7j

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A GENERAL RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND KIST, LLC

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

SECTION 1: The Mayor is hereby authorized and directed to accept a General Release and Settlement Agreement by and between the City of Washington, Missouri and KIST, LLC, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City.

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

TK

**EXHIBIT A**

**GENERAL RELEASE AND SETTLEMENT AGREEMENT**

For the sole consideration of FIVE THOUSAND THREE HUNDRED TWENTY-SIX AND 30/100 DOLLARS (\$5,326.30) paid to KIST, LLC., a Missouri limited liability company, the receipt and sufficiency of which are hereby acknowledged, KIST, LLC hereby releases, acquits and forever discharges the City of Washington, Missouri, and all of their attorneys, officers, directors, stockholders, partners, successors, assigns, agents and employees and all other persons, firms and corporations of and from any and all known or unknown liability, claims, causes of action, actions, demands, rights, damages, costs, expenses and compensations whatsoever, without limitation, including, but not limited to all claims involving water leakage or water damage to the structure located at #10 Lafayette Street #11 W. Main Street, Washington, Missouri 63090.

It is understood and agreed that this settlement is a compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

KIST, LLC hereby declares and represents that the injuries and damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in executing this General Release and Settlement Agreement (hereinafter referred to as "Release"), it is understood and agreed that KIST, LLC rely wholly upon their judgment, belief and knowledge of the nature, extent, affect and duration of said injuries and damages and liability therefor and this is made without reliance upon any statement or representation of the parties hereby released or their representatives. KIST, LLC further declare and represent that no promise, inducement or agreement not herein expressed has been made to them and this "Release" contains the entire agreement between the parties hereto and that the terms of this "Release" are contractual and not a mere recital.

KIST, LLC agrees to indemnify, defend and hold harmless the City of Washington, Missouri, and all of their attorneys, officers, directors, stockholders, partners, successors, assigns, agents and employees from any and all actions, causes of actions, claims, demands, costs, expenses, compensation and all consequential damages relating to liens or subrogation of healthcare benefits or medical expenses and workers' compensation benefits and payments, or any other form of lien arising from payments or benefits given to them or anyone else as a result of water leakage or water damage to the structure located at #10 Lafayette #11 West Main Street, Washington, Missouri 63090.

KIST, LLC agrees that this "Release" shall be construed and enforced under the laws of the State of Missouri.

KIST, LLC agrees that this "Release" contains the entire understanding of the parties and may not be amended, modified, or otherwise changed in any respect except by written amendment executed by the parties to this agreement.



**CAUTION: READ BEFORE SIGNING BELOW:**

KIST-LLC

By: [Signature]  
Name: Tina Eagan  
Title: Member

WITNESSES:

[Signature]  
Name

[Signature]  
Name

508 Bourbouse del. Union mo  
Address 63084

406 Michelle Dr. Washington Mo  
Address 63090

Signed and sworn to before me this 23 day of May, 2023.

[Signature]

RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE FRANKLIN COUNTY TRANSPORTATION COMMITTEE FOR THE THIRD STREET OVERLAY AND IMPROVEMENTS PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, all sidewalks will be replaced, stormwater upgraded, and pavement resurfaced on Third Street from Jefferson Street to Highway 47; and

WHEREAS, Third Street is a vital component for the City's transportation system; and

WHEREAS, the Third Street Overlay and Improvements Project has received STP funding of \$734,392; and

WHEREAS, additional grant money for such project is available through the Franklin County Transportation Committee.

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

SECTION 1: That the City Engineer is hereby authorized and directed to execute and submit a Franklin County Transportation Committee Grant Application on behalf of the City of Washington, Missouri.

SECTION 2: That the City of Washington shall request that \$100,000 of Franklin County Transportation Committee Grant money be obligated toward the cost of this project.



SECTION 3: That this Resolution shall be in full force and effect from and after the date of its adoption.

(Seal)

Passed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
President of City Council

\_\_\_\_\_  
Mayor of Washington, Missouri



May 30, 2023

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

RE: Franklin County Transportation Grant  
Third Street Overlay and Improvements Project

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

**Description:**

This resolution will provide City Council support and allow staff to pursue funding to offset the cost of the Third Street Overlay and Improvements Project. This money is available through a grant program that sets aside a percentage of sales tax generated in Franklin County. It is a competitive process with all the other municipalities and road districts in the County.

**Cost of the project:**

Applying for this project will not cost the City any money. The City is applying for \$100,000.00 in funding to be utilized for the Third Street Overlay and Improvements Project.

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

Respectfully,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, PE  
Interim City Engineer

BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE FINAL PLAT OF STONE  
CREST SUBDIVISION PLAT 18, IN THE CITY OF WASHINGTON,  
FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of Stone Crest Subdivision Plat 18, 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 February 13, 2023; 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 Stone Crest Subdivision Plat 18, in the City of  
Washington, 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 "Stonecrest, Plat Subdivision Plat 18", even though all minimum improvements have not been installed and approved; and

Whereas, the City Engineer has determined that the amount of One Hundred Thirty-Two Thousand Six Hundred and Eighty-Eight Dollars (\$132,688) 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 "Stonecrest Subdivision Plat 18, 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 , One Hundred Thirty Two Thousand Six Hundred Eighty Eight (\$132,688) 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 \_\_\_\_\_, 2023.

Owner/Subdivider/Divider/Applicant

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

City of Washington, Missouri

\_\_\_\_\_  
Mayor

Seal:

Attest:

\_\_\_\_\_  
City Clerk







BILL NO. \_\_\_\_\_ INTRODUCED BY \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE FINAL PLAT OF W-W INDUSTRIAL PARK PLAT 3, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of W-W Industrial Park Plat 3, in the City of Washington, Missouri has been submitted to the City for approval; and

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

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

SECTION 1: The final plat of W-W Industrial Park Plat 3, in the City of Washington, Missouri is hereby approved and the same is ordered recorded in the Office of the Recorder of Deeds of Franklin County, Missouri.

SECTION 2: 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

# W-W INDUSTRIAL PARK PLAT 3

A TRACT OF LAND BEING ALL LOT 2A OF THE RESUBDIVISION OF LOT 2 OF W-W INDUSTRIAL PARK PLAT 2 IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY MISSOURI AS RECORDED IN BOOK 3, PAGE 270 OF THE FRANKLIN COUNTY RECORDS OF RECORDS OFFICE.

### OVERALL DESCRIPTION

A TRACT OF LAND BEING ALL LOT 2A OF THE RESUBDIVISION OF LOT 2 OF W-W INDUSTRIAL PARK PLAT 2 IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY MISSOURI AS RECORDED IN BOOK 3, PAGE 270 OF THE FRANKLIN COUNTY RECORDS OF RECORDS OFFICE.

### CERTIFICATE OF OWNERSHIP:

WE, THE UNDERIGNED OWNERS OF THE TRACT SHOWN HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS "W-W INDUSTRIAL PARK PLAT 3".

THE 20' WIDE EASEMENT OF INGRESS AND EGRESS SHOWN HEREON IS HEREBY CREATED IN ORDER TO MEET THE CITY OF WASHINGTON LOAD REQUIREMENTS. THE 18' AREA OF SAID EASEMENT WHICH LIES ON THE PORTION OF NEW LOT 1 IS HEREBY DEDICATED FOR ACCESS TO LOT 2 IN ADDITION TO THE EXISTING 18' EASEMENT ON THE ADJOINING LOT CREATED BY BOOK 6, PAGE 270 FOR A TOTAL OF 20' WIDE EASEMENT ACCESS TO LOT 2.

UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE HEREBY GRANTED TO THE CITY OF WASHINGTON AND ALL PUBLIC SERVICE COMMISSION REGULATED UTILITIES AND THEIR SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES WITH A RIGHT OF TEMPORARY USAGE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXTENSION REASONABLY NECESSARY DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID UNDERGROUND UTILITIES.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS PLAT AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

### AM HOLDINGS LLC

(NAME)

(TITLE)

### NOTARY PUBLIC CERTIFICATION

STATE OF MISSOURI  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023, BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE MEMBER OF WASHINGTON MISSOURI REDEVELOPMENT CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND IN BEHALF OF SAID CORPORATION, BY AUTHORITY OF ITS MEMBERS, AND SAID PERSONAL APPEARANCE SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

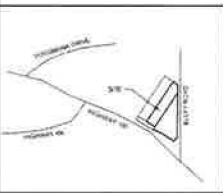
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

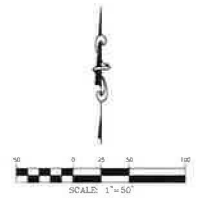
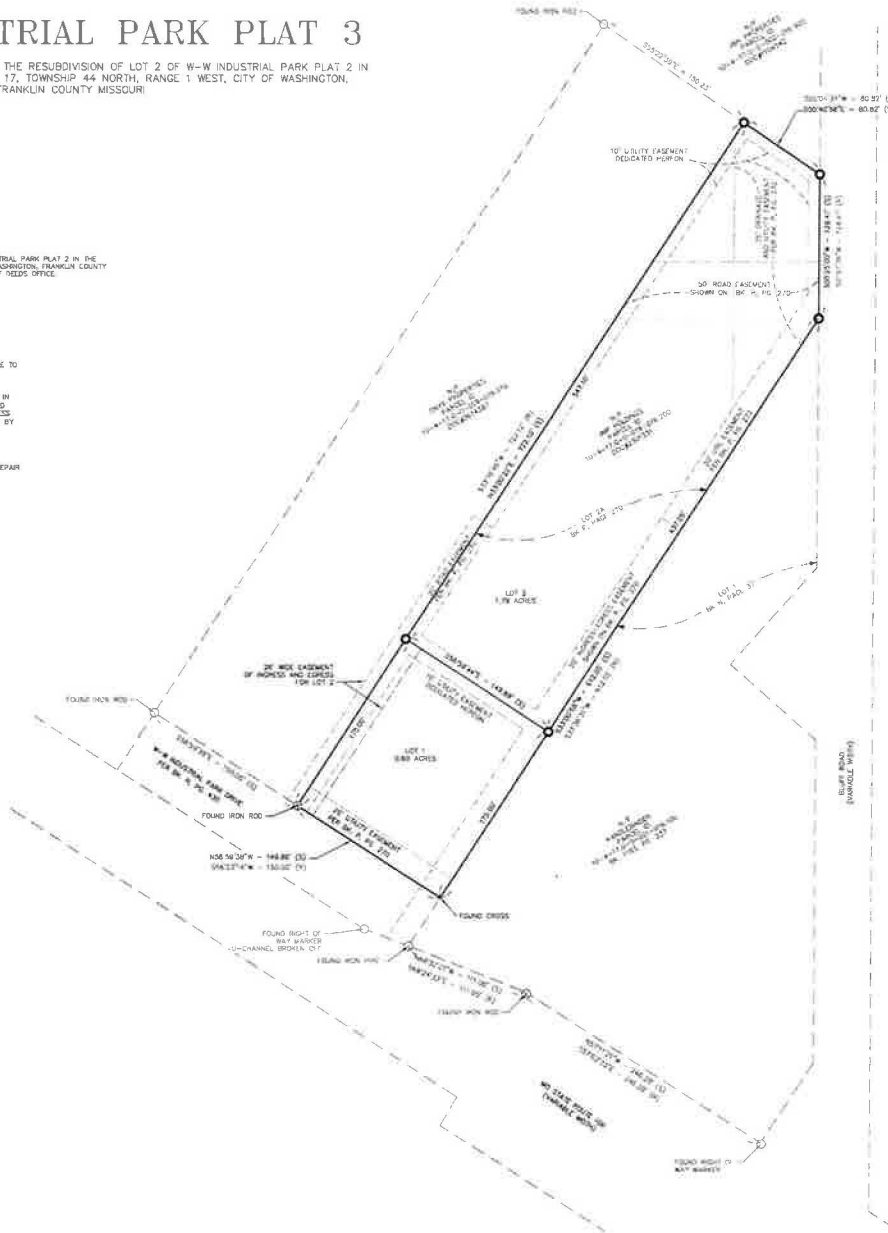
### CITY CLERK'S CERTIFICATE

I, \_\_\_\_\_, SHERRI KLEMP, CITY CLERK FOR AND WITHIN THE CITY OF WASHINGTON, MISSOURI, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF "W-W INDUSTRIAL PARK PLAT 3" WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, MISSOURI BY ORDINANCE NO. \_\_\_\_\_ PASSED AND APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

SHERRI KLEMP, CITY CLERK  
CITY OF WASHINGTON, MISSOURI



VICINITY MAP  
NO SCALE



### LEGEND

PROPERTY LINE	SYMBOL
EASEMENT LIMITS	--- ---
BUILDING/SETBACK LINE	--- ---
BOUNDARY ADJUSTER	--- ---
CONTINGENCY	--- ---
FENCE	--- ---
GAS LINE	--- ---
SEWER LINE	--- ---
WATER LINE	--- ---
FIBER OPTIC LINE	--- ---
CAS LINE	--- ---
STORM SEWER	--- ---
WATER VALVE	⊗
WATER METER	⊙
MANHOLE/STAND	⊕
UTILITY POLE	⊕
FADE METER/VALVE	⊕
SITE MONUMENT	⊕
GRAVE MARKER	⊕
CONCRETE PAVEMENT	⊕
CONCRETE PAVEMENT	⊕

- SURVEY NOTES:**
- BEARINGS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE FOR GPS OBSERVATIONS UTILIZING THE MISSOURI WTA NETWORK.
  - NUMBER OF DEGS: 2008/220331
  - SURVEY DIMENSIONS SHOWN HEREON ARE SURVEYED AND RECORDED, UNLESS OTHERWISE NOTED.
  - (S) - DENOTES SURVEYED INFORMATION GATHERED BY COCHRAN DURING THE MONTH OF FEBRUARY 2023.
  - (R) - RECORDED DATA.
  - ⊗ - DENOTES SET 5/8" DIAMETER 24" LONG IRON ROD WITH YELLOW CAP (COCHRAN LE-300) OR OTHER PERMANENT MONUMENT AS NOTED.
  - ⊙ - DENOTES FOUND MONUMENT AS NOTED.
  - ALTA/ASPS TABLE A ITEM 3 - FLOOD ZONES: PORTIONS OF THIS PROPERTY LIE WITHIN UNZONED "ZONE X" AND "ZONE A1" FOR FRANKLIN COUNTY, MISSOURI AND INCORPORATED AREAS. MAP NUMBER ZONED/CD-2-A-070704-04, WAS DATED DATE OF OCTOBER 16, 2011.
  - ALTA/ASPS TABLE A ITEM 8A - THIS PROPERTY IS ZONED M-2 DISTRICT BY THE CITY OF WASHINGTON PLANNING AND ZONING DEPARTMENT.
  - THIS SURVEY MEETS THE ACCURACY FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI STANDARDS OF PROPERTY BOUNDARY SURVEYS.
  - NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT OF LAND SHOWN HEREON.

### SURVEYOR'S CERTIFICATE

AT THE REQUEST OF JAMES FORNER, WE HAVE DURING THE MONTH OF FEBRUARY 2023, EXECUTED A PROPERTY BOUNDARY SURVEY AND RESUBDIVISION FROM ACTUAL FIELD DATA AND RECORD INFORMATION ON A TRACT OF LAND SHOWN HEREON AND HAS BEEN ENCLOSED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND THE RESULTS ARE SHOWN HEREON.

CB ENGINEERING INC  
DANA COCHRAN  
LS-360  
*[Signature]*  
317.744N.21W  
STATE OF MISSOURI  
PROFESSIONAL LAND SURVEYOR  
FOR COCHRAN

	W-W INDUSTRIAL PARK PLAT 3 CITY OF WASHINGTON FRANKLIN COUNTY, MISSOURI		
	3-22-23 STEVEN A LAUNE SURVEYOR PLS 6256720079	S.A.L. S17.144N.21W 1"=50' FEB 17, 2023	23-945E 1 OF 1

**CITY OF WASHINGTON  
CITY SALES TAX SUMMARY**

**1% GENERAL SALES TAX**

<b>Previous Years 1970-2000 Total:</b>		<b>\$ 36,121,362.69</b>			
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	\$ 3,607,769.55
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		
<b>TOTAL COLLECTIONS TO DATE:</b>					<b>\$ 124,505,347.35</b>

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	407,267.67	18.83%
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		
<b>TOTALS:</b>	<b>\$ 4,703,065.67</b>	<b>\$ 4,612,283.40</b>	<b>\$ 4,787,670.81</b>	<b>\$ 5,138,337.05</b>	<b>\$ 5,475,936.43</b>	<b>\$ 3,607,769.55</b>	

Increase (Decrease)  
Over Prior Year

8.00%

-1.93%

3.80%

7.32%

6.57%

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

**5.26%**

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	\$ 12,448,570.92
<b>TOTAL COLLECTIONS TO DATE:</b>		<b><u>\$ 55,280,137.83</u></b>

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	203,633.58	18.83%
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		
<b>TOTALS</b>	<b>\$ 2,351,498.90</b>	<b>\$ 2,306,143.70</b>	<b>\$ 2,393,835.48</b>	<b>\$ 2,569,168.07</b>	<b>\$ 2,737,968.28</b>	<b>\$ 1,803,884.24</b>	

Increase  
(Decrease) Over  
Prior Year

8.00%

-1.93%

3.80%

7.32%

6.57%

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

**5.26%**

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	203,633.50	18.83%
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		
<b>TOTALS</b>	<b>\$ 2,351,531.38</b>	<b>\$ 2,306,119.87</b>	<b>\$ 2,393,835.69</b>	<b>\$ 2,569,168.35</b>	<b>\$ 2,737,963.03</b>	<b>\$ 1,803,884.29</b>	

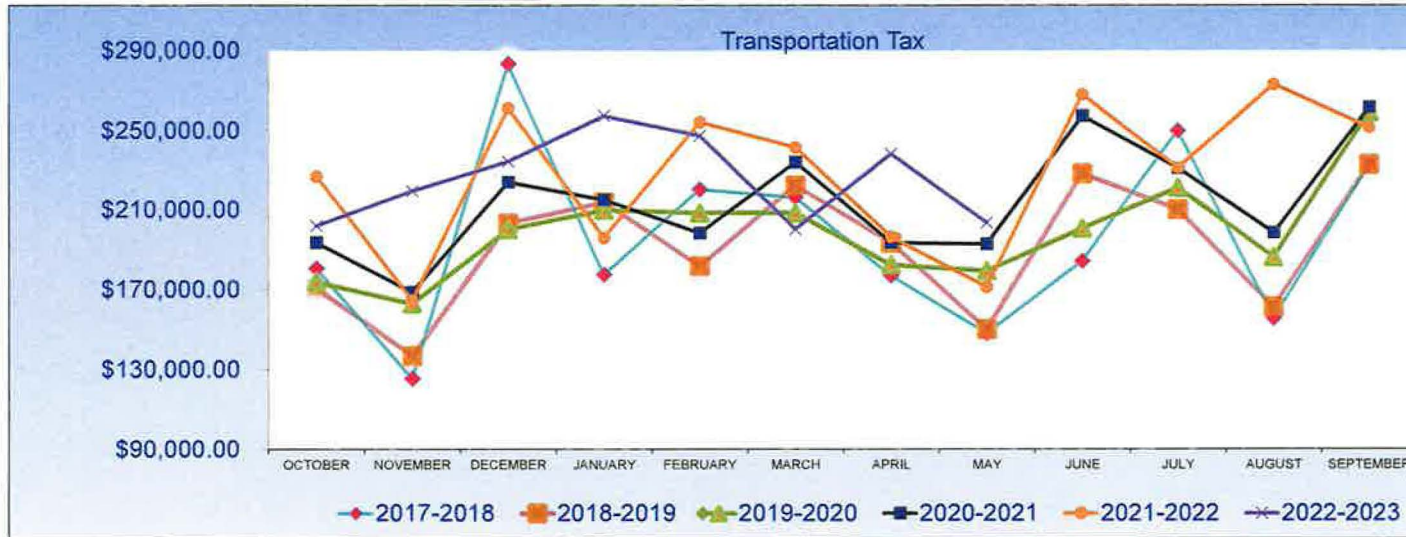
Increase (Decrease) Over Prior Year

8.01%	-1.93%	3.80%	7.32%	6.57%
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COLLECTIONS 2005 TO PRESENT: \$33,542,439.85

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: 5.26%

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



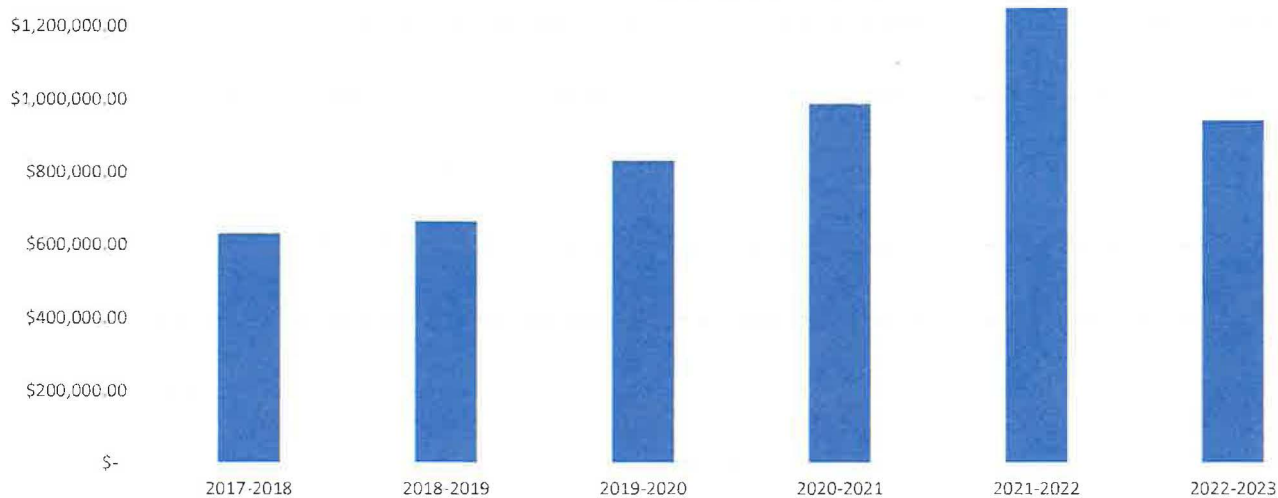


## LOCAL OPTION USE TAX

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	86,607.84	-44.37%
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		
<b>TOTAL</b>	<b>\$ 630,152.51</b>	<b>\$ 664,542.96</b>	<b>\$ 832,447.39</b>	<b>\$ 989,207.80</b>	<b>\$ 1,319,843.84</b>	<b>\$ 942,472.81</b>	

COLLECTIONS 1998 TO PRESENT: **\$ 12,067,084.40**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **17.41%**







Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>						
Revenue	15,593,840.00	15,629,395.00	1,007,740.35	10,549,047.82	-5,080,347.18	32.51%
Expense	16,293,840.00	16,447,715.00	895,126.90	9,392,347.51	7,055,367.49	42.90%
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>-700,000.00</b>	<b>-818,320.00</b>	<b>112,613.45</b>	<b>1,156,700.31</b>	<b>1,975,020.31</b>	<b>241.35%</b>
<b>Fund: 003 - LIBRARY FUND</b>						
Revenue	1,813,740.00	1,813,740.00	13,191.19	710,127.51	-1,103,612.49	60.85%
Expense	1,810,640.00	1,854,860.00	45,635.23	1,309,433.35	545,426.65	29.41%
<b>Fund: 003 - LIBRARY FUND Surplus (Deficit):</b>	<b>3,100.00</b>	<b>-41,120.00</b>	<b>-32,444.04</b>	<b>-599,305.84</b>	<b>-558,185.84</b>	<b>-1,357.46%</b>
<b>Fund: 004 - VOLUNTEER FIRE FUND</b>						
Revenue	908,110.00	908,110.00	638.17	917,937.52	9,827.52	1.08%
Expense	1,150,770.00	1,297,570.00	55,103.70	560,568.94	737,001.06	56.80%
<b>Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):</b>	<b>-242,660.00</b>	<b>-389,460.00</b>	<b>-54,465.53</b>	<b>357,368.58</b>	<b>746,828.58</b>	<b>191.76%</b>
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</b>						
Revenue	295,000.00	295,000.00	35,498.00	338,157.87	43,157.87	14.63%
Expense	1,049,970.00	1,166,970.00	53,500.00	111,492.78	1,055,477.22	90.45%
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND Surplus (Deficit):</b>	<b>-754,970.00</b>	<b>-871,970.00</b>	<b>-18,002.00</b>	<b>226,665.09</b>	<b>1,098,635.09</b>	<b>125.99%</b>
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND</b>						
Revenue	1,646,000.00	1,646,000.00	142,947.05	888,618.77	-757,381.23	46.01%
Expense	3,365,430.00	3,595,430.00	116,024.87	961,902.17	2,633,527.83	73.25%
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):</b>	<b>-1,719,430.00</b>	<b>-1,949,430.00</b>	<b>26,922.18</b>	<b>-73,283.40</b>	<b>1,876,146.60</b>	<b>96.24%</b>
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND</b>						
Revenue	4,252,320.00	4,252,320.00	219,354.32	1,504,923.50	-2,747,396.50	64.61%
Expense	4,930,000.00	5,108,700.00	97,212.80	771,510.71	4,337,189.29	84.90%
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (De</b>	<b>-677,680.00</b>	<b>-856,380.00</b>	<b>122,141.52</b>	<b>733,412.79</b>	<b>1,589,792.79</b>	<b>185.64%</b>
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND</b>						
Revenue	5,082,590.00	5,082,590.00	533,152.28	2,497,690.03	-2,584,899.97	50.86%
Expense	8,016,140.00	8,418,230.00	91,622.12	3,563,563.22	4,854,666.78	57.67%
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):</b>	<b>-2,933,550.00</b>	<b>-3,335,640.00</b>	<b>441,530.16</b>	<b>-1,065,873.19</b>	<b>2,269,766.81</b>	<b>68.05%</b>
<b>Fund: 265 - COP FUND</b>						
Revenue	1,905,400.00	1,905,400.00	0.00	1,946,640.78	41,240.78	2.16%
Expense	2,105,000.00	2,105,000.00	0.00	2,100,500.00	4,500.00	0.21%
<b>Fund: 265 - COP FUND Surplus (Deficit):</b>	<b>-199,600.00</b>	<b>-199,600.00</b>	<b>0.00</b>	<b>-153,859.22</b>	<b>45,740.78</b>	<b>22.92%</b>
<b>Fund: 272 - DOWNTOWN TIF RPA-1</b>						
Revenue	330,800.00	330,800.00	38,643.97	361,796.54	30,996.54	9.37%
Expense	412,750.00	412,750.00	72,452.25	86,853.28	325,896.72	78.96%
<b>Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):</b>	<b>-81,950.00</b>	<b>-81,950.00</b>	<b>-33,808.28</b>	<b>274,943.26</b>	<b>356,893.26</b>	<b>435.50%</b>
<b>Fund: 274 - RHINE RIVER TIF RPA-2</b>						
Revenue	148,500.00	148,500.00	39,944.33	135,837.74	-12,662.26	8.53%
Expense	148,500.00	148,500.00	133,341.58	134,766.77	13,733.23	9.25%
<b>Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-93,397.25</b>	<b>1,070.97</b>	<b>1,070.97</b>	<b>0.00%</b>
<b>Fund: 400 - WATER FUND</b>						
Revenue	2,065,910.00	2,065,910.00	147,005.88	1,174,655.39	-891,254.61	43.14%
Expense	3,482,520.00	3,515,420.00	84,035.60	918,157.09	2,597,262.91	73.88%
<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-1,416,610.00</b>	<b>-1,449,510.00</b>	<b>62,970.28</b>	<b>256,498.30</b>	<b>1,706,008.30</b>	<b>117.70%</b>
<b>Fund: 410 - SEWAGE TREATMENT FUND</b>						
Revenue	2,898,000.00	2,898,000.00	216,672.08	1,704,949.21	-1,193,050.79	41.17%
Expense	5,356,710.00	5,360,150.00	134,696.69	2,324,988.56	3,035,161.44	56.62%
<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-2,458,710.00</b>	<b>-2,462,150.00</b>	<b>81,975.39</b>	<b>-620,039.35</b>	<b>1,842,110.65</b>	<b>74.82%</b>

13e

**Budget Report**

**For Fiscal: 2022-2023 Period Ending: 04/30/2023**

<b>Account Type</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 420 - SOLID WASTE FUND</b>						
Revenue	2,493,900.00	2,493,900.00	228,659.08	1,523,463.12	-970,436.88	38.91%
Expense	3,293,650.00	3,410,650.00	193,616.61	1,691,169.99	1,719,480.01	50.42%
<b>Fund: 420 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>-799,750.00</b>	<b>-916,750.00</b>	<b>35,042.47</b>	<b>-167,706.87</b>	<b>749,043.13</b>	<b>81.71%</b>
<b>Report Surplus (Deficit):</b>	<b>-11,981,810.00</b>	<b>-13,372,280.00</b>	<b>651,078.35</b>	<b>326,591.43</b>	<b>13,698,871.43</b>	<b>102.44%</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-700,000.00	-818,320.00	112,613.45	1,156,700.31	1,975,020.31
003 - LIBRARY FUND	3,100.00	-41,120.00	-32,444.04	-599,305.84	-558,185.84
004 - VOLUNTEER FIRE FUND	-242,660.00	-389,460.00	-54,465.53	357,368.58	746,828.58
010 - VEHICLE & EQUIPMENT REP	-754,970.00	-871,970.00	-18,002.00	226,665.09	1,098,635.09
250 - STORMWATER IMPROVEME	-1,719,430.00	-1,949,430.00	26,922.18	-73,283.40	1,876,146.60
260 - CAPITAL IMPROVEMENT SAI	-677,680.00	-856,380.00	122,141.52	733,412.79	1,589,792.79
261 - TRANSPORTATION SALES TA	-2,933,550.00	-3,335,640.00	441,530.16	-1,065,873.19	2,269,766.81
265 - COP FUND	-199,600.00	-199,600.00	0.00	-153,859.22	45,740.78
272 - DOWNTOWN TIF RPA-1	-81,950.00	-81,950.00	-33,808.28	274,943.26	356,893.26
274 - RHINE RIVER TIF RPA-2	0.00	0.00	-93,397.25	1,070.97	1,070.97
400 - WATER FUND	-1,416,610.00	-1,449,510.00	62,970.28	256,498.30	1,706,008.30
410 - SEWAGE TREATMENT FUND	-2,458,710.00	-2,462,150.00	81,975.39	-620,039.35	1,842,110.65
420 - SOLID WASTE FUND	-799,750.00	-916,750.00	35,042.47	-167,706.87	749,043.13
<b>Report Surplus (Deficit):</b>	<b>-11,981,810.00</b>	<b>-13,372,280.00</b>	<b>651,078.35</b>	<b>326,591.43</b>	<b>13,698,871.43</b>