

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
MONDAY, JULY 17, 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 June 20, 2023, Council Meeting   | Need Motion/Mayor            | Memo |
| <u>Approval and Adjustment of Agenda including Consent Agenda</u>   | Need Motion/Mayor            | Memo |
| a. Change Order #3 & Final Payment Request – 2022 Overlay Project   |                              |      |
| b. Change Order #1 & Final Payment Request – 2023 Overlay Project   |                              |      |
| c. Final Payment Request – Rabbit Trail Extension   |                              |      |
| d. Liquor License Approval – Wanderlust Market  |                              |      |
| e. Liquor License Renewals  |                              |      |
| <b>2. <u>PRIORITY ITEMS:</u></b>  |                              |      |
| a. Certificate of Appreciation – Optimist Club of Washington  | Mayor                        |      |
| <b><u>Mayor’s Presentations, Appointments &amp; Reappointments</u></b>  |                              |      |
| b. Proclamation – Parks and Recreation Month  | Mayor                        |      |
| c. Police Department Appointment  | Approve/Mayor                |      |
| d. Police Department Reappointments   | Approve/Mayor                |      |
| e. Special Police Appointments  | Approve/Mayor                |      |
| f. Washington Area Highway Transportation Committee Reappointment   | Approve/Mayor                |      |
| <b>3. <u>PUBLIC HEARINGS:</u></b>   |                              |      |
| a. Rezoning – 2549 East Fifth Street  | Accept Into Minutes          | Memo |
| b. An ordinance rezoning 2549 East Fifth Street from R-1A Single-Family Residential to R-3 Multi-Family Residential in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor   |      |
| c. Annexation – 19.4 acres Ed Schmelz   | Accept Into Minutes          | Memo |
| d. An ordinance annexing 19.4 acres off Fifth Street as R-3 Multi-Family Residential into the City of Washington, Franklin County, Missouri.                              | Read & Int/Read/Vote/Mayor   |      |
| e. Parking Minimum Reduction for Multi-Family Developments  | Accept Into Minutes          | Memo |
| f. An ordinance amending Section 400.265.C of the Code of the City of Washington, Missouri.   | Read & Int/Read/Vote/Mayor   |      |
| <b>4. <u>CITIZENS COMMENTS:</u></b>   |                              |      |
| <b>5. <u>UNFINISHED BUSINESS:</u></b>   |                              |      |

**6. REPORT OF DEPARTMENT HEADS:**

**7. ORDINANCES/RESOLUTIONS:**

- |   |                            |      |
|---|----------------------------|------|
| a. An ordinance authorizing and directing the execution of a Depository Contract by and between the City of Washington, Missouri and the Bank of Franklin County.   | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance accepting the Bid from Modern Auto for the purchase of a 2024 Chevrolet Silverado 3500HD 4WD Crew Cab & Chassis.  | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance accepting the Quote from Knapheide for the purchase of a 60” Knapheide Bed.   | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance accepting the Bid from Chris Auffenberg Ford for the purchase of two (2) 2024 Ford Expedition SSV Response Vehicles.  | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance authorizing and directing the City of Washington, Missouri to enter into an Agreement with St. Francis Borgia Regional High School, St. Francis Borgia Grade School, Our Lady of Lourdes School and Immanuel Lutheran School for the assignment of one (1) School Resource Officer. | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance authorizing and directing the execution of an Agreement with Jokerst Paving & Contracting, Inc. for the 2023 Third Street Overlay and Improvements Project and Amend the 2023 Budget.   | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the execution of an Economic Development Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission.   | Read & Int/Read/Vote/Mayor | Memo |
| h. An ordinance authorizing and directing the execution of a Subrecipient Contract between the County of Franklin, Missouri and the City of Washington, Missouri.   | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance authorizing and directing the execution of a Subrecipient Contract between the County of Franklin, Missouri and the City of Washington, Missouri.   | Read & Int/Read/Vote/Mayor | Memo |
| j. An ordinance repealing the provisions of Title III Traffic Code, Schedule VI Turning Movements, Table VI-A No U-Turns of the Code of the City of Washington, Missouri.   | Read & Int/Read/Vote/Mayor | Memo |

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

- |  |                            |      |
|--|----------------------------|------|
| a. 1780 High Street – PDR Preliminary Plan Review  | Accept/Approve/Mayor       | Memo |
| b. An ordinance approving the Final Plat of Highland Meadows Plat 9, in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor |      |

**9. MAYOR’S REPORT:**

**10. CITY ADMINISTRATOR’S REPORT:**

**11. COUNCIL COMMENTS:**

**12. CITY ATTORNEY'S REPORT:**

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

Roll Call Vote

**13. INFORMATION:**

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

**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, JULY 13, 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  
TUESDAY, JUNE 20, 2023**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, June 20, 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:</b>       |               |                          |
| <b>Ward I</b>                 | Al Behr       | Present                  |
|                               | Duane Reed    | Present                  |
| <b>Ward II</b>                | Mark Hidritch | Absent                   |
|                               | Mark Wessels  | Present                  |
| <b>Ward III</b>               | Chad Briggs   | Present                  |
|                               | Jeff Patke    | Absent                   |
| <b>Ward IV</b>                | Mike Coulter  | Present                  |
|                               | Joe Holtmeier | Present                  |
| <b>Also Present:</b>          |               |                          |
| City Attorney                 |               | Mark Piontek (7:14 p.m.) |
| City Administrator            |               | Darren Lamb              |
| City Clerk                    |               | Sherri Klekamp           |
| Police Captain                |               | Darryl Balleydier        |
| Economic Development Director |               | Sal Maniaci              |
| Interim City Engineer         |               | Charles Stankovic        |
| Parks Director                |               | Wayne Dunker             |
| Finance Director              |               | Mary Sprung              |

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 June 5, 2023, Council Meeting

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

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

- \* Collector's/Treasurer's Report Summary – February 2023
- \* Investment Report – February 2023
- \* Final Payment Request – Fairgrounds Pavilion Concrete
- \* Final Payment Request – Library HVAC System
- \* Final Payment Request – Skate Park Siding & Soffit

\* Fireworks Display

*June 12, 2023*

*Honorable Mayor & City Council*

*City of Washington*

*Washington, Missouri*

*Re: Fireworks Display Permit Request for August 6<sup>th</sup>, 2023*

*Dear Honorable Mayor and Members of City Council:*

*The Washington Town & Country Fair Board would like to request a permit for a public fireworks display. The permit will be for the evening of Sunday, August 6<sup>th</sup>, 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,*

*Blake Marquart*

*Building Official*

\* Liquor License Renewals: The Tilted Skillet; Front Street Restaurant LLC DBA 514; Miller's Grill; N-Sports; Farm and Spirit DBA The Washington Distilling Company

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

**PRIORITY ITEMS:**

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

\* Board of Appeals Reappointment

*June 12, 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 Board of Appeals:*

*Matthew Colemann – term ending June 2028*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

\* Board of Public Works Reappointment

*June 12, 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 Board of Public Works:*

*Brad Mitchell – term ending June 2027*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

\* Parks & Recreation Commission Appointment

*June 12, 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 Parks & Recreation Commission:*

*John Freitag – term ending June 2026*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

\* Police Chief Reappointment

*June 9, 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:*

*NAME*

*DATE EFFECTIVE*

*DATE EXPIRES*

*James Armstrong*

*July 15, 2023*

*July 15, 2024*

*Police Chief*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

\* Police Department Reappointments

June 9, 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:

| NAME                             | DATE EFFECTIVE | DATE EXPIRES  |
|----------------------------------|----------------|---------------|
| James Pratt<br>Reserve Officer   | July 05, 2023  | July 05, 2024 |
| Wyatt Loague<br>Police Officer   | July 06, 2023  | July 06, 2024 |
| Darryl Balleydier<br>Captain     | July 15, 2023  | July 15, 2024 |
| Steve Sitzes<br>Lieutenant       | July 15, 2023  | July 15, 2024 |
| Doug Tollison<br>Sergeant        | July 15, 2023  | July 15, 2024 |
| Betsey Schulze<br>Sergeant       | July 15, 2023  | July 15, 2024 |
| Joseph Renkemeyer<br>Lieutenant  | July 15, 2023  | July 15, 2024 |
| Casey Hill<br>Sergeant           | July 15, 2023  | July 15, 2024 |
| Charles Scheer<br>Detective      | July 15, 2023  | July 15, 2024 |
| Chad Sloan<br>Sergeant           | July 15, 2023  | July 15, 2024 |
| Matthew Cooper<br>Police Officer | July 20, 2023  | July 20, 2024 |

Respectfully submitted,

James D. Hagedorn

Mayor

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

**PUBLIC HEARINGS**

\* Special Use Permit – 805, 809 & 811 East Third Street- Temporary Parking Lot

June 12, 2023

Mayor & City Council

City of Washington

Washington, MO 63090

*RE: File No. 23-0602-Special Use Permit-Temporary Parking Lot-Mercy-805, 809 & 811 E. Third Street*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on Monday, June 12, 2023 the above mentioned Special Use Permit was approved with a unanimous 8-0 vote in favor.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Maniaci:** All right, yes, the only Public Hearing on your agenda tonight is for a Special Use Permit for a parking lot, that's how it's being described on the application for those three parcels there. The hospital actually owns that entire block, but there are still existing today all the original lots from there.

Under our current code, we don't have a Special Use Permit for a temporary parking, we don't have a definition for that. What we do have is what's definition of hospital services, and so Darren and I actually met with hospital staff and we recommended the smartest way for their kind of first phase of development, this block would to be go for a Special Use Permit for hospital services for what they are calling a temporary parking lot.

And so, you can see here in the arial, it is on the corner of Third and Hancock. It's that southwestern corner there, those three specific parcels. And actually the zoning, that block has two different zonings. At one point, a previous owner did want to develop that into duplexes so that's why that orange striping shows R-2 Overlay. I don't think that ever came into fruition, but regardless that entire block has been raised. There is a split zoning on the block, but in this specific case the Special Use Permit is on the R-2 Overlay section.

As for the site plan that was submitted, you can see here they are proposing to utilize an existing entrance. There used to be an alley that ran through that entire block. Again, even I think before then the hospital owned it, that alley was vacated before it was sold and so there are no utilities or any reason to keep any easement through there, but the apron on Hancock still exists today and they are planning to utilize the entrance there.

As you can see, and then that single entrance in here, they are proposing 52 parking spaces. There's no handicap parking shown on here, but obviously this wouldn't be for there patients and customers that are closest to the door. This is for overflow parking for staff, staff agreed that it wasn't necessary for handicap parking.

They do also show on here, there civil engineer showed amended soils in this area that follows topography, that is for the increase run-off from this pavement that allows for more permeable soils so that way they don't increase any run-off into the neighborhood so that meets our code. They can submit the specs of that to our engineering department when they actually get grading plans to make sure that it meets all codes, but for site plan purposes this is sufficient.

The last thing to point out is that there is a proposed crosswalk here. Later on in your agenda tonight is actually a code amendment in our traffic code to allow for that crosswalk, just because crosswalks do have to be called out by ordinance so that's on the agenda later tonight as well.



And I just wanted to point out here the kind of need for the parking. This is just a google image, this was from October 2022.

**Unknown:** *Inaudible*

**Maniaci:** Any time of day recently is really going to show that parking along Third Street, along Hancock so obviously it's well needed, so staff recommends approval of this and at last week it went to Planning and Zoning Commission and they unanimously approved it as well. So, I would be happy to answer any questions.

**Reed:** Is there any plans on maybe down the road making this existing parking lot bigger?

**Maniaci:** I would let the applicant answer that.

**Reed:** Okay.

**Maniaci:** I understand that this is Phase 1 but just, our code does not have temporary use, we're just approving this as a permanent parking lot for now.

**Reed:** Okay.

**Hagedorn:** Any other questions for Sal you guys before we let hospital rep come up? Please, Eric.

**Eric Eoloff:** Good Evening, Mayor Hagedorn and Members of the City Council. I'm Eric Eoloff, I'm President of Mercy in this community. I appreciate your question, Councilmember Reed.

Our vision for this block is to expand the parking long-term, but to work with the City and the State to create a nice berm particularly Highway 47.

As commuters approach Washington from Warren County over the bridge, it is an entry point, a welcoming point into the City of Washington. The current sign that is there is a little underwhelming and we would like to work with you and create some kind of a better welcome to Washington sign and maybe even reference to Mercy on it as well, right at the north, I guess that would be the northeast corner of that full lot where it's being indicated right now.

And then create a berm along 47 so that as commuters come in there not just looking at a parking lot on the right side, they might see some trees and might look softer in appearance.

But our long-term need is, we are continuing to grow in this community, a lot more patients are selecting us, staying local for healthcare and we are now 120 co-workers more than we were a year ago. We are at about 1,100 when you combine both the hospital lot, the hospital complex on the north and our south campus on Patients First Drive.

So really, this request is a function of needing to get off the street as quickly as we can. We get complaints from both our patients and our co-workers, there's not enough parking particularly Monday's, Tuesday's, Wednesday's and it's aggravating to them and so this is a short-term, hopefully rapid solution but the long-term is to do a kind of a nicer job around a full parking lot there that can decompress the patient parking across Third Street.

We owe it to the neighbors to get off the street. We're there, like Sal said, every day of the week. It stretches all the way down the block, and it runs on Third Street to and from those residents so we would be grateful for your support.

I have not heard any negative comments yet from the area residents, there may be some I don't know because it's parking after all but, it's kind of what we need to have to continue to grow healthcare in this community.

**Wessels:** Eric, what's your timetable on that section?

**Eric Eoloff:** The final section?

**Lamb:** No, this one right here.

**Wessels:** This one.

**Eric Eoloff:** Well, with your support, we would like to get moving on it right away. We've secured the capital from Mercy to move as quickly as possible on it. We'll go to a bidding process afterwards and select the local contractor qualified to do the work and hopefully get it done yet this calendar year.

**Holtmeier:** Thanks, Eric.

**Eric Eoloff:** Okay, thank you very much.

**Hagedorn:** Thanks, Eric.

**Behr:** Thank you.

**Hagedorn:** Would anyone else care to speak about the parking at, across from the hospital? Great. Any other discussion you guys?

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

**Bill No. 23-12828, Ordinance No. 23-13793, an ordinance granting a Special Use Permit for temporary parking at 805, 809 & 811 East Third Street, Mercy Hospital in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

### **CITIZENS COMMENTS**

- \* None

### **UNFINISHED BUSINESS**

- \* None

### **REPORT OF DEPARTMENT HEADS**

- \* 2022 Annual Comprehensive Financial Report  
Tammy Alsop with Sikich, LLP presented findings on the 2022 Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2022.
- \* Landfill Fee Increase  
Interim City Engineer Charles Stankovic presented to Council the possible fee increases for the Landfill. Topics of discussion included landfill plan, what do we need, solid waste current budget, current landfill fees, proposal, budget impact and things to consider.

## **ORDINANCES/RESOLUTIONS**

**Bill No. 23-12829, Ordinance No. 23-13794, an ordinance authorizing and directing the execution of a Statewide Transportation Improvement Program On Call Work Zone Enforcement Program Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission.**

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

**Bill No. 23-12830, Ordinance No. 23-13795, an ordinance amending the provisions of Title III Traffic Code, Schedule X Pedestrian Crosswalks, Table X-A Pedestrian Crosswalks of the Code of the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Briggs.

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

**Bill No. 23-12831, Ordinance No. 23-13796, an ordinance amending the provisions of Title III Traffic Code, Schedule V Restricted Parking, Table V-A No Parking At Certain Times of the Code of the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 23-12832, Ordinance No. 23-13797, and ordinance annexing 4.09 acres as C-2 General Commercial into the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Briggs.

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

## **COMMISSION, COMMITTEE AND BOARD REPORTS**

\* Preliminary Plat Approval – Highland Meadows Plat 9

*June 12, 2023*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*RE: File No. 23-0601-Preliminary Plat Meadows, Plat 9*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on Monday, June 12, 2023 the above mentioned Preliminary Plat was approved with an unanimous 8-0 approval.*

*Sincerely,  
Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission*

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

**MAYOR'S REPORT**

- \* Welcome to Summer, there are a lot of great things going on in the City.

**CITY ADMINISTRATOR'S REPORT**

- \* Next Council Meeting – Monday, July 17, 2023.
- \* Looking into a Budget Workshop Meeting either on July 17, August 7 or August 21.

**COUNCIL COMMENTS**

- \* Discussion on the overflow parking lot at the Riverfront.
- \* Discussion on Planning and Zoning's Short-Term Rental recommendations. A motion to amend Planning and Zoning's recommendation made by Councilmember Wessels, seconded by Holtmeier, passed on the following 5 to 1 roll call vote; Behr-aye, Briggs-nay, Coulter-aye, Holtmeier-aye, Reed-aye, Wessels-aye, Patke-absent, Hidritch-absent.
  - o In C-1, C-2, C-2 Overlay, C-3, R-2 Overlay and R-3 Multi-Family, any new Short-Term Rental shall be 150 feet away from any existing Short-Term Rental.
  - o In any R-1 District, a new Short-Term Rental will be required to have a Special Use Permit and shall be 500 feet away from any existing Short-Term Rental.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 8:08 p.m. by Councilmember Holtmeier, seconded by Councilmember Coulter passed without dissent.

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

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

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

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

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

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



July 11, 2023

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

**RE: 2022 Overlay Project  
Change Order #3 and Final Payment Request**

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 3 and Final Pay Request for this construction project. The overall contract amount has decreased by \$50,936.68 as shown in Change Order #3. This change order amount addresses Change Order No. 1 removing the Stafford Street partial patch from the project, reducing the amount of asphalt base repair, increasing the amount of NovaChip on the project and smaller increases and decreases in quantities within the entire project. The original project contract was \$1,005,400.00. The City will receive \$93,000.00 grant funding for this project from the Franklin County Transportation Sales Tax.

Respectfully submitted,

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

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



### CHANGE ORDER #3 and FINAL PAYMENT REQUEST

NAME OF PROJECT:       **2022 Overlay Project**

OWNER:                   City of Washington, Missouri

CONTRACTOR:           Lamke Trenching & Excavating, LLC

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

|                              |                      |
|------------------------------|----------------------|
| Original Contract Price..... | \$1,005,400.00       |
| Change Order #1.....         | \$ -16,695.00        |
| Change Order #2.....         | \$ 0.00              |
| Change Order #3.....         | \$ -34,241.68        |
| <b>Contract Amount.....</b>  | <b>\$ 954,463.32</b> |
| Previous Payments.....       | \$ 661,021.88        |
| Pay Request.....             | \$ 293,441.44        |
| Balance Remaining.....       | \$ 0.00              |

**Accepted:**

**Approval:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LAMKE TRENCHING & EXCAVATING, LLC

CITY OF WASHINGTON, MISSOURI:

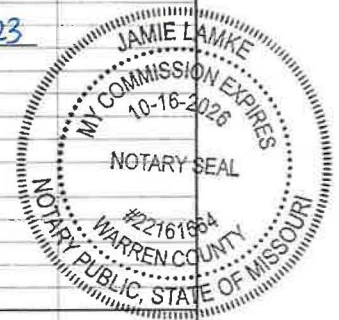
By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

| APPLICATION AND CERTIFICATE FOR PAYMENT   |  |            |                      | AIA DOCUMENT G702  | PAGE 1 OF 2              |
|---|--|------------|----------------------|--|--------------------------|
| TO (OWNER):   | City of Washington<br>405 Jefferson Street<br>Washington, MO 63090                   | PROJECT:   | 2022 Overlay Project | APPLICATION #: 3   | Distribution to:         |
|   |  |            |                      | PERIOD TO: 6/19/2023   | OWNER: X                 |
| FROM (CONTR.):  | Lamke Trenching & Excavating, Inc<br>16323 Concord Hill Rd<br>Marthasville, MO 63357 |            |                      | CONTRACTOR'S PROJECT #: 22-400   | ARCHITECT                |
|   |  |            |                      | CONTRACT DATE: 6/20/2022   | CONTRACTOR               |
| <b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>   |  |            |                      |  |                          |
| CHANGE ORDER SUMMARY  |  |            |                      | Application is made for Payment, as shown below, in connection with the Contract.  |                          |
| Change Orders approved in previous months by Owner  |  |            |                      | Continuation Sheet, AIA Document G703, is attached.  |                          |
| TOTAL   |  |            |                      | 1. ORIGINAL CONTRACT SUM   | 1,005,400.00 ✓           |
|   |  |            |                      | 2. Net change by Change Orders   | (50,936.68) ✓            |
| Approved this month   |  |            |                      | 3. CONTRACT SUM TO DATE  | 954,463.32 ✓             |
| Number  | Date Approved  |            |                      | 4. TOTAL COMPLETED & STORED TO DATE  | 954,463.32               |
| 1   | 6/19/2023  | 13,098.10  | -64,034.78           | 5. RETAINAGE:  |                          |
|   |  |            |                      | a. 5 % of Completed Work   | 47,723.17                |
|   |  |            |                      | b. % of Stored Material  | 0.00                     |
| TOTALS  |  |            |                      | 6. TOTAL EARNED LESS RETAINAGE   | 906,740.15               |
| Net change by Change Orders   |  | -50,936.68 |                      | 7. LESS PREVIOUS CERTIFICATES FOR  | 661,021.88 ✓             |
| The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. |  |            |                      | 8. CURRENT PAYMENT DUE   | 245,718.27 ✓             |
|   |  |            |                      | 9. BALANCE TO FINISH, PLUS RETAINAGE   | 47,723.17 ✓              |
| CONTRACTOR:   |  |            |                      | State of: <u>Missouri</u>  | County of: <u>Warren</u> |
|   |  |            |                      | Subscribed and sworn to me before this <u>11<sup>th</sup></u> day of <u>July</u> , 20 <u>23</u>  |                          |
| Date:   |  |            |                      | Notary Public: <u>Jamie Lamke</u>  |                          |
|   |  |            |                      | My Commission expires: <u>10/16/2026</u>   |                          |
| <b>ARCHITECT'S CERTIFICATE FOR PAYMENT</b>  |  |            |                      | AMOUNT CERTIFIED   |                          |
| In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.                      |  |            |                      | (Attach explanation if amount certified differs from the amount applied for.)  |                          |
|   |  |            |                      | ARCHITECT  |                          |
|   |  |            |                      | By: <u>Jeste Lamke</u>   | Date:                    |
| NOTE: PROPERTY OWNERS IMPORTANT INFORMATION CONCERNING MECHANICS LIENS ON REVERSE SIDE.   |  |            |                      | This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. |                          |



**CONTINUATION SHEET**

**AIA DOCUMENT G703**

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NO: 3

Contractor's signed Certification is attached.

APPLICATION DATE: 6/19/2023

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 6/19/2023

Use Column 1 on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: 22-400

| Item #               | Description of Work                                | Qty   | Unit price  | Contract Price | Pay App 1 Qty | Pay App 1 Amount | Pay App 2 Qty | Pay App 2 Amount | Pay App 3 Qty | Pay App 3 Amount | CO1 Qty | CO1 Amount    | Retention   | Balance to Complete |
|----------------------|--|-------|-------------|----------------|---------------|------------------|---------------|------------------|---------------|------------------|---------|---------------|-------------|---------------------|
| 1                    | Mobilization                                       | 1     | \$73,280.00 | \$73,280.00    | 0.5           | \$36,640.00      | 0.5           | \$36,640.00      |               | \$0.00           |         | \$0.00        | \$3,664.00  | \$3,664.00          |
| 2                    | Full Width Mailing                                 | 3349  | \$4.75      | \$15,907.75    |               | \$0.00           |               | \$0.00           | 1609          | \$7,642.75       | -1740   | (\$8,265.00)  | \$382.14    | \$382.14            |
| 3                    | Taper Milling                                      | 18641 | \$1.85      | \$34,485.85    |               | \$0.00           |               | \$0.00           | 18328         | \$33,906.80      | -313    | (\$579.05)    | \$1,695.34  | \$1,695.34          |
| 4                    | Asphalt Leveling Course 1" Thick BP-2              | 210   | \$147.50    | \$30,975.00    |               | \$0.00           |               | \$0.00           | 180           | \$26,550.00      | -30     | (\$4,425.00)  | \$1,327.50  | \$1,327.50          |
| 5                    | Asphalt Surface Course 1/5" Think BP-2             | 315   | \$136.50    | \$42,997.50    |               | \$0.00           |               | \$0.00           | 137           | \$18,700.50      | -178    | (\$24,297.00) | \$935.03    | \$935.03            |
| 6                    | Asphalt Base Repair 4" when encountered on project | 446   | \$132.50    | \$59,095.00    | 216           | \$28,620.00      | 33            | \$4,372.50       | 91            | \$12,057.50      | -106    | (\$14,045.00) | \$2,252.50  | \$2,252.50          |
| 7                    | Novachip (UBAWS)                                   | 18641 | \$7.90      | \$147,263.90   |               | \$0.00           |               | \$0.00           | 18641         | \$147,263.90     | 1639    | \$12,948.10   | \$8,010.60  | \$8,010.60          |
| 8                    | Sidewalk Trench Drains                             | 152   | \$110.00    | \$16,720.00    | 60            | \$6,600.00       | 59            | \$6,490.00       |               | \$0.00           | -33     | (\$3,630.00)  | \$654.50    | \$654.50            |
| 9                    | Adjust Water Valves in Street                      | 31    | \$75.00     | \$2,325.00     |               | \$0.00           | 2             | \$150.00         | 29            | \$2,175.00       | 2       | \$150.00      | \$123.75    | \$123.75            |
| 10                   | Remove Existing Box Culvert                        | 1     | \$3,785.00  | \$3,785.00     |               | \$0.00           | 1             | \$3,785.00       |               | \$0.00           |         | \$0.00        | \$189.25    | \$189.25            |
| 11                   | Replace Inlet and Curved Vane Grate Top            | 10    | \$1,770.00  | \$17,700.00    | 4             | \$7,080.00       | 6             | \$10,620.00      |               | \$0.00           |         | \$0.00        | \$885.00    | \$885.00            |
| 12                   | New Inlet and Curved Vane Grate Top                | 2     | \$3,750.00  | \$7,500.00     | 2             | \$7,500.00       |               | \$0.00           |               | \$0.00           |         | \$0.00        | \$375.00    | \$375.00            |
| 13                   | 15" HDPE Stormwater Pipe                           | 100   | \$97.50     | \$9,750.00     | 100           | \$9,750.00       |               | \$0.00           |               | \$0.00           |         | \$0.00        | \$487.50    | \$487.50            |
| 14                   | Driveway Apron, 6" Thick R/R**                     | 4160  | \$10.75     | \$44,720.00    | 2970          | \$31,927.50      | 1190          | \$12,792.50      |               | \$0.00           |         | \$0.00        | \$2,236.00  | \$2,236.00          |
| 15                   | Street Apron, 8" Thick R/R, High Early Concrete**  | 3135  | \$13.10     | \$41,068.50    | 2194          | \$28,741.40      | 941           | \$12,327.10      |               | \$0.00           |         | \$0.00        | \$2,053.43  | \$2,053.43          |
| 16                   | Curb & Cutter R/R**                                | 2749  | \$43.70     | \$120,131.30   | 1649          | \$72,061.30      | 1100          | \$48,070.00      |               | \$0.00           |         | \$0.00        | \$6,006.57  | \$6,006.57          |
| 17                   | New Curb & Gutter                                  | 700   | \$43.70     | \$30,590.00    | 685           | \$29,934.50      | 15            | \$655.50         |               | \$0.00           |         | \$0.00        | \$1,529.50  | \$1,529.50          |
| 18                   | New 12" Wall Curb                                  | 30    | \$87.50     | \$2,625.00     |               | \$0.00           | 30            | \$2,625.00       |               | \$0.00           |         | \$0.00        | \$131.25    | \$131.25            |
| 19                   | Concrete Sidewalk, 4" Thick R/R                    | 11117 | \$11.50     | \$127,845.50   | 6775          | \$77,912.50      | 4342          | \$49,933.00      |               | \$0.00           |         | \$0.00        | \$6,392.28  | \$6,392.28          |
| 20                   | New Concrete Sidewalk, 4" Thick                    | 305   | \$11.50     | \$3,507.50     | 305           | \$3,507.50       |               | \$0.00           |               | \$0.00           |         | \$0.00        | \$175.38    | \$175.38            |
| 21                   | ADA Curb Ramp R/R**                                | 4734  | \$25.80     | \$122,137.20   | 2304          | \$59,443.20      | 2430          | \$62,694.00      |               | \$0.00           |         | \$0.00        | \$6,106.86  | \$6,106.86          |
| 22                   | New ADA Curb Ramp                                  | 175   | \$25.80     | \$4,515.00     | 175           | \$4,515.00       |               | \$0.00           |               | \$0.00           |         | \$0.00        | \$225.75    | \$225.75            |
| 23                   | Concrete Step                                      | 1     | \$1,200.00  | \$1,200.00     |               | \$0.00           | 1             | \$1,200.00       |               | \$0.00           |         | \$0.00        | \$60.00     | \$60.00             |
| 24                   | Adjust Water Valves in Sidewalk                    | 32    | \$275.00    | \$8,800.00     | 10            | \$2,750.00       |               | \$0.00           |               | \$0.00           | -22     | (\$6,050.00)  | \$137.50    | \$137.50            |
| 25                   | Grading, Seeding, and Straw                        | 1     | \$14,875.00 | \$14,875.00    |               | \$0.00           | 1             | \$14,875.00      |               | \$0.00           |         | \$0.00        | \$743.75    | \$743.75            |
| 26                   | Relocate Existing Signs                            | 18    | \$950.00    | \$17,100.00    |               | \$0.00           | 18            | \$17,100.00      |               | \$0.00           |         | \$0.00        | \$855.00    | \$855.00            |
| 27                   | Channelizers                                       | 100   | \$20.00     | \$2,000.00     | 100           | \$2,000.00       | 0             | \$0.00           |               | \$0.00           |         | \$0.00        | \$100.00    | \$100.00            |
| 28                   | "ROAD WORK AHEAD" (W20-) Sign 48" x 48"            | 4     | \$250.00    | \$1,000.00     | 4             | \$1,000.00       | 0             | \$0.00           |               | \$0.00           |         | \$0.00        | \$50.00     | \$50.00             |
| 29                   | "NARROW LANES" (W05-5) Sign 48" x 48"              | 2     | \$250.00    | \$500.00       | 2             | \$500.00         | 0             | \$0.00           |               | \$0.00           |         | \$0.00        | \$25.00     | \$25.00             |
| 30                   | "BE PREPARED TO STOP" (W3-4) Sign 48" x 48"        | 2     | \$250.00    | \$500.00       | 2             | \$500.00         | 0             | \$0.00           |               | \$0.00           |         | \$0.00        | \$25.00     | \$25.00             |
| 31                   | Flagger Symbol (W20-7a) Sign 48" x 48"             | 2     | \$250.00    | \$500.00       | 2             | \$500.00         | 0             | \$0.00           |               | \$0.00           |         | \$0.00        | \$25.00     | \$25.00             |
| 32*                  | Asphalt Index                                      | 1     | \$2,743.73  |                |               |                  |               |                  |               | \$0.00           | -1      | (\$2,743.73)  | (\$137.19)  | (\$137.19)          |
| SUBTOTAL - THIS PAGE |  |       |             | \$1,005,400.00 |               | \$411,482.90     |               | \$284,329.60     |               | \$248,296.45     |         | (\$50,936.88) | \$47,723.17 | \$47,723.17         |

1a





July 5, 2023

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

**RE: 2023 Overlay Project  
Change Order #1 and Final Payment Request**

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 1 and Final Pay Request for this construction project. The overall contract amount has decreased by \$25,164.21 as shown in Change Order #1. This change order amount addresses the decreased amount of asphalt base repair on the project and smaller increases and decreases in quantities within the entire project. The original project contract is \$1,046,773.20.

Respectfully submitted,

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



**CHANGE ORDER #1 and FINAL PAYMENT REQUEST**

NAME OF PROJECT: **2023 Overlay Project**  
OWNER: City of Washington, Missouri  
CONTRACTOR: N.B. West Contracting Company

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

|                              |                |
|------------------------------|----------------|
| Original Contract Price..... | \$1,046,773.20 |
| Change Order #1.....         | \$ -25,164.21  |
| Contract Amount.....         | \$1,021,608.99 |
| Previous Payments.....       | \$968,883.94   |
| Pay Request.....             | \$ 52,725.05   |
| Balance Remaining.....       | \$ 0.00        |

**Accepted:**

**Approval:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

N.B. WEST CONTRACTING COMPANY

CITY OF WASHINGTON, MISSOURI:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Invoice



**From :** N B West Contracting Co., Inc.

18637 US Highway 66  
Pacific, MO 63069 US

**314-962-3145**  
**www.nbwest.com**

**Bill to:** CITY OF WASHINGTON

405 JEFFERSON  
WASHINGTON, MO 63090

**Ship to:** CITY OF WASHINGTON

405 JEFFERSON  
WASHINGTON, MO 63090

| Cust # | Customer Ref | Invoice # | Invoice Date | Description              | Terms       |
|--------|--------------|-----------|--------------|--------------------------|-------------|
| 2383   |              | 14371     | 06/19/23     | WASHINGTON NOVACHIP 2023 | Net 30 Days |

| Mth/Trans | Line | Description               | Contract | Item | Unit Price | Quantity | Amount      |
|-----------|------|---------------------------|----------|------|------------|----------|-------------|
| 06/23 132 | 14   | GRADING, SEED, STRAW      | 234607   | 14   |            |          | \$1,750.00  |
| 06/23 132 | 20   | DAMAGED CONCRETE (DEDUCT) | 234607   | 20   |            |          | \$-1,470.00 |
| 06/23 132 | 21   | CONCRETE INFILL           | 234607   | 21   |            |          | \$7,498.00  |

|                  |                   |
|------------------|-------------------|
| Total            | \$7,778.00        |
| Sales Tax        |                   |
| Less Retainage   |                   |
| <b>Total Due</b> | <b>\$7,778.00</b> |

Notes:

**Thank You for Your Business!!!**

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 14371

To Owner: CITY OF WASHINGTON  
405 JEFFERSON

Project: 234607. WASHINGTON NOVACHIP 2023  
- PW

Application No.: 5

Distribution to:

Owner

Architect

Contractor

WASHINGTON, MO 63090

Period To: 6/15/2023

From Contractor: N B West Contracting Co., Inc. Via Architect:  
18637 US Highway 66  
Pacific, MO 63069

Project Nos:

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract. Continuation Sheet is attached.

|  |                |                  |
|--|----------------|------------------|
| 1. Original Contract Sum                   | \$1,046,773.20 | \$1,046,773.20   |
| 2. Net Change By Change Order              | -\$25,164.21   | -\$25,164.21     |
| 3. Contract Sum To Date                    |                | \$1,021,608.99 ✓ |
| 4. Total Completed and Stored To Date      |                | \$1,021,608.99 ✓ |
| 5. Retainage:                              |                |                  |
| a. 0.00% of Completed Work                 | \$0.00         |                  |
| b. 0.00% of Stored Material                | \$0.00         |                  |
| Total Retainage                            |                | \$0.00           |
| 6. Total Earned Less Retainage             |                | \$1,021,608.99 ✓ |
| 7. Less Previous Certificates For Payments |                | \$1,013,830.99 ✓ |
| 8. Current Payment Due                     |                | \$7,778.00 ✓     |
| 9. Balance To Finish, Plus Retainage       |                | \$0.00 ✓         |

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

CONTRACTOR: N B West Contracting Co., Inc.

By: [Signature] Date: 6-19-23

State of: MO  
Subscribed and sworn to before me this 19th  
Notary Public: [Signature]  
My Commission expires: 5/13/2024

County of: St. Louis  
day of: June 2023

DIANA J. HAUSER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis County  
My Commission Expires: May 03, 2027  
Commission Number: 15635188

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$7,778.00

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

| CHANGE ORDER SUMMARY                               | Additions    | Deductions   |
|--|--------------|--------------|
| Total changes approved in previous months by Owner | \$1,748.00   | \$34,690.21  |
| Total Approved this Month                          | \$7,498.00   | \$1,470.00   |
| TOTALS   | \$9,246.00   | \$36,160.21  |
| Net Changes By Change Order                        | -\$26,914.21 | -\$25,164.21 |

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5  
 Application Date : 06/19/23  
 To: 06/15/23  
 Architect's Project No.:

Invoice # : 14371 Contract : 234607. WASHINGTON NOVACHIP 2023 - PW

| A<br>Item No.       | B<br>Description of Work                   | C<br>Scheduled Value | D<br>Work Completed             |                 | E<br>This Period In Place | F<br>Materials Presently Stored<br><br>(Not in D or E) | G<br>Total Completed and Stored To Date<br>(D+E+F) | H<br>% (G / C) | I<br>Balance To Finish (C-G) | Retainage   |
|---------------------|--|----------------------|---------------------------------|-----------------|---------------------------|--|--|----------------|------------------------------|-------------|
|                     |  |                      | From Previous Application (D+E) |                 |                           |  |  |                |                              |             |
| 1                   | MOBILIZATION                               | 47,910.00            | 47,910.00                       |                 | 0.00                      | 0.00   | 47,910.00  | 100.00%        | 0.00                         |             |
| 2                   | TAPER MILLING                              | 177,719.40           | 177,719.40                      |                 | 0.00                      | 0.00   | 177,719.40   | 100.00%        | 0.00                         |             |
| 3                   | ASPHALT BASE REPAIR 6"                     | 69,480.00            | 69,480.00                       |                 | 0.00                      | 0.00   | 69,480.00  | 100.00%        | 0.00                         |             |
| 4                   | NOVACHIP                                   | 570,706.80           | 570,706.80                      |                 | 0.00                      | 0.00   | 570,706.80   | 100.00%        | 0.00                         |             |
| 6                   | ADJUST WATER VALVES IN STREET              | 1,260.00             | 1,260.00                        |                 | 0.00                      | 0.00   | 1,260.00   | 100.00%        | 0.00                         |             |
| 7                   | EXPOSE BURIED JUNCTION BOX AND NEW MANHOLE | 1,800.00             | 1,800.00                        |                 | 0.00                      | 0.00   | 1,800.00   | 100.00%        | 0.00                         |             |
| 8                   | REPLACE INLET AND GRATE R-3246-AL          | 37,100.00            | 37,100.00                       |                 | 0.00                      | 0.00   | 37,100.00  | 100.00%        | 0.00                         |             |
| 9                   | REPLACE INLET AND GRATE R-3260-A           | 18,750.00            | 18,750.00                       |                 | 0.00                      | 0.00   | 18,750.00  | 100.00%        | 0.00                         |             |
| 10                  | NEW CURB INLET                             | 3,500.00             | 3,500.00                        |                 | 0.00                      | 0.00   | 3,500.00   | 100.00%        | 0.00                         |             |
| 11                  | 12" HDPE STORMWATER PIPE                   | 6,950.00             | 6,950.00                        |                 | 0.00                      | 0.00   | 6,950.00   | 100.00%        | 0.00                         |             |
| 12                  | STREET APRON 8" THICK R&R                  | 35,875.00            | 35,875.00                       |                 | 0.00                      | 0.00   | 35,875.00  | 100.00%        | 0.00                         |             |
| 13                  | CURB AND GUTTER R&R                        | 41,080.00            | 41,080.00                       |                 | 0.00                      | 0.00   | 41,080.00  | 100.00%        | 0.00                         |             |
| 14                  | GRADING, SEED AND STRAW                    | 5,250.00             | 3,500.00                        | 1,750.00        | 0.00                      | 0.00   | 5,250.00   | 100.00%        | 0.00                         |             |
| 15                  | CHANNELIZERS                               | 200.00               | 200.00                          |                 | 0.00                      | 0.00   | 200.00   | 100.00%        | 0.00                         |             |
| 16                  | ROAD WORK AHEAD SIGN                       | 80.00                | 80.00                           |                 | 0.00                      | 0.00   | 80.00  | 100.00%        | 0.00                         |             |
| 17                  | NARROW LANES SIGN                          | 40.00                | 40.00                           |                 | 0.00                      | 0.00   | 40.00  | 100.00%        | 0.00                         |             |
| 18                  | BE PREPARED TO STOP SIGN                   | 40.00                | 40.00                           |                 | 0.00                      | 0.00   | 40.00  | 100.00%        | 0.00                         |             |
| 19                  | FLAGGER SYMBOL SIGN                        | 40.00                | 40.00                           |                 | 0.00                      | 0.00   | 40.00  | 100.00%        | 0.00                         |             |
| 20                  | DAMAGED CONCRETE                           | -1,470.00            | 0.00                            | -1,470.00       | 0.00                      | 0.00   | -1,470.00  | 100.00%        | 0.00                         |             |
| 21                  | CONCRETE INFILL                            | 7,498.00             | 0.00                            | 7,498.00        | 0.00                      | 0.00   | 7,498.00   | 100.00%        | 0.00                         |             |
| 1000                | ASPHALT INDEX                              | -2,200.21            | -2,200.21                       |                 | 0.00                      | 0.00   | -2,200.21  | 0.00%          | 0.00                         |             |
| <b>Grand Totals</b> |  | <b>1,021,608.99</b>  | <b>1,013,830.99</b>             | <b>7,778.00</b> | <b>0.00</b>               | <b>0.00</b>  | <b>1,021,608.99</b>                                | <b>100.00%</b> | <b>0.00</b>                  | <b>0.00</b> |



June 28, 2023

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

Re: Rabbit Trail Extension Final Payment Request

Dear Honorable Mayor & City Council,

Attached for your approval is the Final Payment Request for the Rabbit Trail Extension from Northern Star Homes. Approval is recommended.

Sincerely,

***Gina Vaneč***

Administrative Assistant  
Engineering

**CITY OF WASHINGTON, MISSOURI**

Department of Planning and Engineering Services  
405 Jefferson Street · Washington, MO 63090  
Phone (636) 390-1010 · Fax (636) 239-4649

**Final Pay Request**

NAME OF PROJECT: **Rabbit Trail Extension**

OWNER: **City of Washington, Missouri**

CONTRACTOR: **Northern Star Homes**

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

|                               |               |
|-------------------------------|---------------|
| Original P.O.....             | \$ 663,000.00 |
| Original Contract Amount..... | \$ 663,000.00 |
| Previous Payments.....        | \$ 626,607.74 |
| Final Payment Request.....    | \$ 69,623.08  |
| Balance on P.O. ....          | \$ 696,230.82 |

**Accepted:**

**Approval:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Northern Star Homes

CITY OF WASHINGTON, MISSOURI:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**AIA DOCUMENT G702**

**PAGE 1 OF 2**

TO (OWNER): City of Washington  
403 Jefferson Street  
Washington, MO 63090

PROJECT: 2022 Rabbit Trail  
Extension

APPLICATION NO.: 9  
PERIOD TO: 5/26/2023  
CONTRACT DATE: 10/17/2022  
PROJECT NO:

Distribution To:  
OWNER: X  
ARCHITECT:      
CONTRACTOR:      
FIELD:      
OTHER:    

FROM (CONTR.): Northern Star Homes  
603 Alberta Lane, Suite 101, P.O. Box 1654  
Washington, MO 63090

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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

|    |   |    |                  |
|----|---|----|------------------|
| 1. | ORIGINAL CONTRACT SUM (GMP) .....   | \$ | 663,000.00       |
| 2. | Net change by Change Orders .....   | \$ | 33,230.82        |
| 3. | CONTRACT SUM TO DATE .....  | \$ | 696,230.82       |
| 4. | TOTAL COMPLETED & STORED TO DATE .....  |    | 696,230.82       |
| 5. | RETAINAGE:  |    |                  |
|    | a. 10.00% of completed work   | \$ | 0.00             |
|    | b. 10.00% of Stored Material  | \$ |                  |
|    | Total Retainage (Line 5a + 5b or<br>Total in Column 1 of G703) .....            | \$ | 0.00             |
| 6. | TOTAL EARNED LESS RETAINAGE .....   | \$ | 696,230.82       |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT<br>(Line 6 from prior Certificate) ..... | \$ | 626,607.74       |
| 8. | CURRENT PAYMENT DUE .....   | \$ | <b>69,623.08</b> |
| 9. | BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6) .....            | \$ | 0.00             |

By: Austin Hef

Date: 05-30-23

State of: Missouri  
County of: Franklin  
Subscribed and sworn to me before this 30<sup>th</sup> day of May, 2023

Notary Public: Lorie A. Freitag  
My Commission expires: March 16, 2026



ARCHITECT'S CERTIFICATE FOR PAYMENT - NOT APPLICABLE

| CHANGE ORDER SUMMARY                                  | ADDITIONS        | DEDUCTIONS       |
|---|------------------|------------------|
| Total Changes approved in<br>Previous months by Owner | 33,230.82        |                  |
| Total approved this Month                             |                  |                  |
| <b>TOTALS</b>   | <b>33,230.82</b> | <b>0.00</b>      |
| <b>NET CHANGES by Change Order</b>                    |                  | <b>33,230.82</b> |



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's Signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 9
APPLICATION DATE: 5/26/23
PERIOD TO: 5/26/23
PROJECT NO:

Table with 12 columns: ITEM NO., DESCRIPTION OF WORK, Quantity, Unit Price, Contract Price, PREVIOUS, THIS PERIOD QUANTITY, THIS PERIOD AMOUNT, TOTAL COMPLETE, %, Balance To Finish, Retainage. Rows include items 1 through 31, Change Orders #1-3, and a TOTAL row.



July 12, 2023

Re: Liquor License

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

Dear Sherri,

Jill Porter has submitted an alcohol license application for the privilege of selling liquor of all kinds in the original package at retail. She will sell Monday through Saturday, as well as Sunday. Mrs. Jill Porters business is named Wanderlust Market and is located at 216 W Main.

Mrs. Jill Porter has submitted all required paperwork and has paid the \$300.00 fees.

Mrs. Jill Porter has asked that his application go before the City Council on July 17, 2023.

Sincerely,

*Heather M Parker*

Heather M Parker, Clerk  
City of Washington



July 12, 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 July 17, 2023 meeting.

Sincerely,

A handwritten signature in black ink that reads "Heather Parker".

Heather Parker  
Accounts Specialist I  
City of Washington

1. Walgreens #5717  
Robbin Griffith  
890 Washington Corners  
Mon – Sat Sale of Intoxication liquor of all kinds by the original package  
\$100.00  
Sunday Sales  
\$200.00  
Tasting Permit  
\$25.00
  
2. 1422 Apothecary  
DBA: Bootleggers Cigars & Apothecary  
Robin Kramer  
201 W Front St.  
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Mon – Sat Sale of Intoxication liquor of all kinds by the original package  
\$100.00  
Sunday Sales  
\$200.00
  
3. Dolgencorp LLC  
DBA: Dollar General Store #1251  
Robbin Griffin  
533 E Fifth St.  
Mon – Sat Sale of Intoxication liquor of all kinds by the original package  
\$100.00
  
4. Dolgencorp LLC  
DBA: Dollar General Store #10885  
Robbin Griffin  
533 E 5<sup>th</sup> St.  
Mon – Sat Sale of Intoxication liquor of all kinds by the original package  
\$100.00
  
5. Aldi Inc #05  
3142 Phoenix Center Dr.  
Rob Jeffries  
Mon – Sat Sale of Intoxication liquor of all kinds by the original package  
\$100.00  
Sunday Sales  
\$200.00

6. Target Store T-2225  
Lorene Williams  
1851 Vernaci Dr.  
Mon – Sat Sale of Intoxication liquor of all kinds by the original package  
\$100.00  
Sunday Sales  
\$200.00
  
7. Ernesto's Mexican Restaurant  
Maurice Brinker  
1607 Heritage Hills Dr.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
8. Tonino Cucina LLC  
DBA: Aldo's Pizza  
Cataldo Alu  
1201 Jeffeson St.  
Suite 250  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
9. Colton's Steak House & Grill  
Robbin Griffith  
1635 A Roy Dr.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
10. Mid River Restaurants LLC  
DBA: Applebee's Neighborhood Grill  
Lorene Williams  
1960 Washington Crossing  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00

11. Murphy USA #7416  
Lorene Williams  
1645 A Roy Dr.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
12. Old Bridge Brewing Inc.  
Eric Earls  
16 E Front St.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Wholesale Intoxicating liquor of all kinds  
\$100.00  
Manufacturer of Intoxicating liquor of all kinds  
\$150.00
  
13. 3G Infinity LLC  
DBA: Plush  
Dianna Stone  
310 Elm St.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
14. Olivino, LLC  
Debrah Baker-Oliver  
120 w Main St.  
Suite 100  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00

15. Bud's American Pub  
Stephen Caton  
516 W Front St.  
Suite 100  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
16. Casey's Marketing Company  
Henry Downen III  
1501 High St.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the original package  
\$100.00  
Sunday Sales  
\$200.00
  
17. Sirens Hotel LLC  
DBA: River Sirens Hotel  
Chad Greife-Wetenhall  
4 E Main  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
  
18. Augusta Brewing Venture LLC  
Geraldyn M Heisler  
107 W Main St.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Mon – Sat Sale of Intoxicating liquor of all kinds by the original package  
\$100.00  
Sunday Sales  
\$200.00
  
19. Elijah's LTD  
Shawn Mayall  
600 W Front St.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00

20. Aces and Eagles LLC  
DBA: The Office, Aces and Eagles Disc Golf  
Joshua Smith-Moore  
1160 W 5<sup>th</sup> St.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00
21. TLRR Entertainment LLC  
DBA: 1861 Social House Eatery & Bar  
560 E 5<sup>th</sup> St.  
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink  
\$300.00  
Sunday Sales  
\$200.00



# CITY OF WASHINGTON

## Certificate of Appreciation

PRESENTED TO

*Optimist Club of Washington*

WHEREAS, the Optimist Club of Washington, Missouri, was chartered August 15, 1949, and have followed the mission “By providing hope and positive vision, Optimists bring out the best in youth, our communities and ourselves”; and

WHEREAS, the Optimist Club has recently donated \$7,000 for the purchase of playground benches at James W. Rennick Riverfront Park and water fountain at Optimist Park.

NOW, THEREFORE, I, James D. Hagedorn, by virtue of the authority vested in me as Mayor, and on behalf of our governing body and all our citizens, do hereby tender this Certificate of Appreciation to extend a heartfelt thank you and express our appreciation to the Optimist Club for their generous donation to the Washington Community.



Mayor



July 17, 2023

Date

# Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI


## ***Parks and Recreation Month***

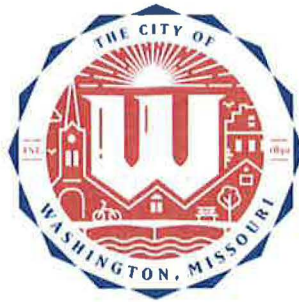
- Whereas,*** parks and recreation programs are an integral part of communities throughout this country, including the City of Washington; and
- Whereas,*** our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- Whereas,*** parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and
- Whereas,*** parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- Whereas,*** parks and recreation areas are fundamental to the environmental well-being of our community; and
- Whereas,*** parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and
- Whereas,*** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- Whereas,*** the Parks and Recreation Department helps make Washington the best place for everyone to live, work, learn and play.

***Now Therefore,*** I, James D. Hagedorn, Mayor of the City of Washington do hereby proclaim July as Parks and Recreation Month in the City of Washington.



***In Witness Whereof*** I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 17<sup>th</sup> day of July 2023.

  
James D. Hagedorn  
Mayor of Washington, Missouri



July 11, 2023

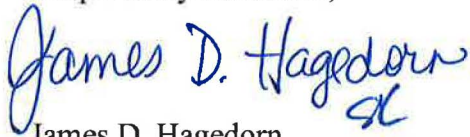
To The City Council  
City of Washington  
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Police Department for a six-month probationary term:

| <b>NAME</b>                  | <b>TERM BEGINS</b> | <b>TERM ENDS</b>                                     |
|------------------------------|--------------------|--|
| Max Keeler<br>Police Officer | July 18, 2023      | January 18, 2024<br><i>(1<sup>st</sup> 6 months)</i> |

Respectfully submitted,

  
James D. Hagedorn  
Mayor



**POLICE**  
CITY OF WASHINGTON

**Washington Police Department**  
Chief Jim Armstrong DSN 256

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

DATE: July 7, 2023  
TO: Mayor Doug Hagedorn  
FROM: Chief Jim Armstrong  
SUBJECT: Full Time Police Officer

Honorable Mayor,

I respectfully request that the following individual be presented to City Council for appointment to the City of Washington Police Department as a full time Police Officer. He will serve a six (6) month probation period and will be up for reappointment on January 18, 2024.

| NAME       | TERM BEGINS   | TERM ENDS   |
|------------|---------------|---|
| Max Keeler | July 18, 2023 | January 18, 2024 ( <i>1<sup>st</sup> six months</i> ) |

Max Keeler applied for a position as a police officer with the Washington Police Department in May 2023. He has prior experience as a police officer and was employed by the Parker Colorado Police Department for nine years. Max holds a bachelor's degree in business administration. He is a veteran of the United States Marine Corps and served in Iraq. He also has a valid Class A peace officer license through the Missouri Peace Officer Standards and Training.

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

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

Respectfully,

*Chief James Armstrong*

Chief Jim Armstrong



July 11, 2023

City Council  
City of Washington  
Washington, Missouri

Dear Council Members:

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

| <u>NAME</u>                           | <u>DATE EFFECTIVE</u> | <u>DATE EXPIRES</u>                          |
|---------------------------------------|-----------------------|--|
| Brendan M. McMillan<br>Police Officer | March 14, 2023        | March 14, 2024                               |
| Calvin Broz<br>Police Officer         | April 04, 2023        | April 04, 2024                               |
| Ian Ray<br>Police Officer             | April 04, 2023        | October 04, 2024 (2 <sup>nd</sup> 6 months)  |
| Chase Wurth<br>Police Officer         | May 08, 2023          | November 08, 2023 (2 <sup>nd</sup> 6 months) |
| Zachary Chadwick<br>Police Officer    | June 06, 2023         | December 06, 2023 (2 <sup>nd</sup> 6 months) |
| Robert Kelley<br>Police Officer       | June 06, 2023         | December 06, 2023 (2 <sup>nd</sup> 6 months) |

Respectfully submitted,

*James D. Hagedorn*  
James D. Hagedorn *JK*  
Mayor



**POLICE**  
CITY OF WASHINGTON

**Washington Police Department**  
Chief Jim Armstrong DSN 256

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

Date: July 7, 2023  
To: Mayor Doug Hagedorn  
Subject: Reappointment of Police Officers

Honorable Mayor,

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

| NAME                        | DATE EFFECTIVE | DATE EXPIRES                                    |
|-----------------------------|----------------|---|
| Officer Brendan M. McMillan | March 14, 2023 | March 14, 2024                                  |
| Officer Calvin Broz         | April 04, 2023 | April 04, 2024                                  |
| Officer Ian Ray             | April 04, 2023 | October 04, 2023<br>(2 <sup>nd</sup> 6 months)  |
| Officer Chase Wurth         | May 08, 2023   | November 08, 2023<br>(2 <sup>nd</sup> 6 months) |
| Officer Zachary Chadwick    | June 06, 2023  | December 06, 2023<br>(2 <sup>nd</sup> 6 months) |
| Officer Robert Kelley       | June 06, 2023  | December 06, 2023<br>(2 <sup>nd</sup> 6 months) |

Thank you for your consideration.

Respectfully,

*Chief James Armstrong*

Jim Armstrong, Chief of Police



July 11, 2023

City Council  
City of Washington  
Washington, Missouri 63090

RE: Special Police Officer Appointments – 2023 Washington Town & Country Fair

Dear Council Members:

I herewith submit for your approval the following for appointment as Special Police Officers August 2-6, 2023, for the 2023 Washington Town & Country Fair:

Darrell Floyd  
Ryan Morgan  
Gabriel Wiles  
James Cross  
Charles Holtz  
Brenn Finley  
Chad Johnmeyer

Franklin County Sheriff's Department  
Franklin County Sheriff's Department  
Franklin County Sheriff's Department  
Franklin County Sheriff's Department  
Gasconade County Sheriff's Department  
Owensville Police Department  
St. Clair Police Department

Respectfully submitted,

  
James D. Hagedorn  
Mayor



**POLICE**  
CITY OF WASHINGTON

**Chief Jim Armstrong**  
**Washington Police Department**  
301 Jefferson Street  
Washington, MO 63090  
Administration: (636)390-1055  
Dispatch: (636)390-1050  
Fax: (636)390-2455  
Email: [jarmstrong@washmo.gov](mailto:jarmstrong@washmo.gov)

---

DATE: July 11, 2023

TO: Mayor Doug Hagedorn  
City Council Members

FROM: Chief Armstrong

SUBJECT: Appointment of Special Police Officers – Washington Town & Country Fair 2023

Honorable Mayor and City Council,

I respectfully request the following police officers to be appointed temporary Special Police Officer status. They will assist the Washington Police Department with law enforcement operations at the Washington Town & Country Fair. The temporary status is to include every day from August 2 – 6, 2023.

1. Darrell Floyd, Franklin County Sheriff's Department
2. Ryan Morgan, Franklin County Sheriff's Department
3. Gabriel Wiles, Franklin County Sheriff's Department
4. James Cross, Franklin County Sheriff's Department
5. Charles Holtz, Gasconade County Sheriff's Department
6. Brenn Finley, Owensville Police Department
7. Chad Johnmeyer, St. Clair Police Department

Thank you for your consideration.

Respectfully,

*Chief James Armstrong*

Jim Armstrong, Chief of Police





June 27, 2023

City Council  
City of Washington  
Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Washington Area Highway Transportation Committee:

William L. Miller – term ending July 2026  
Bill Straatmann – term ending July 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



July 10, 2023

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

RE: **File No. 23-0701**-Rezoning 2549 E. Fifth Street from R-1A, Single Family to R-3,  
Multi-Family

Dear Mayor and City Council Members:

The Planning & Zoning Commission reviewed the requested zoning change at their July 10, 2023 meeting and approved the request with a unanimous vote.

Sincerely,

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

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: July 10, 2023

Re: File # 23-0701 and 23-0702

Synopsis: The applicant is requesting to rezone 16.15 acres from R-1A Single Family Residential to R-3 Multi Family Residential and to annex 19.4 acres as R-3 Multi Family Residential

| <b>Adjacent Land Use /Zoning Matrix</b> |                             |                 |
|---|-----------------------------|-----------------|
|   | Existing Land Use           | Existing Zoning |
| North                                   | Tow Lot                     | C-2             |
| South                                   | Nursey and Florists         | C-2             |
| East                                    | Vacant Land                 | N/A             |
| West                                    | Commercial and Multi Family | C-2 and R-4     |

**Analysis:**

Rezoning:

The applicant is requesting to rezone approximately 16 acres along the east side of East 5<sup>th</sup> Street from R-1A Single Family Residential to R-3 Multi Family for a town home and multi-family home development. The property currently has one access point to the original home towards the top of the hill on the south side. The home is proposed to be preserved and utilized as a club house for the development.

As for how the proposed rezoning fits in orderly to the surrounding area, this section of 5<sup>th</sup> Street is primarily commercial and multifamily currently. There are fairly intensive commercial uses to the north and south with the tow-lot and Hoffmann – Hillermann Nursery and Florists. To the West, there are commercial properties as well as The Willows development which is an existing multi-family property. The entire north and eastern boundaries of the property are also bordered by a creek that create a natural buffer to any adjoining property. On the West Side, the 5<sup>th</sup> Street Corridor also borders the property. There is one property directly adjacent to the south that is R-1A Single Family but also operates a home occupation transportation business on site.

Staff feels it is also worth mentioning that in 2018, the Planning and Zoning Commission and City Council approved a Planned Unit Development directly across 5<sup>th</sup> Street from the subject property for a 52 unit apartment complex. At the time, the City's density calculation was less than it is today, requiring that applicant to request a PDR. It was approved, but never came to fruition, leading it to revert back to its original zoning of C-2 General Commercial.

Overall, staff feels that the proposed rezoning would not cause a detriment to the surrounding property and aligns with the intention of the Comprehensive Plan of allowing for diverse housing options that transition between commercial and single family uses. Multi-Family zoning can be a difficult district to find appropriate transnational property for in the City Limits, and staff sees the subject property is in an appropriate location for such zoning with its proximity to the Highway and other commercial uses.

Annexation:

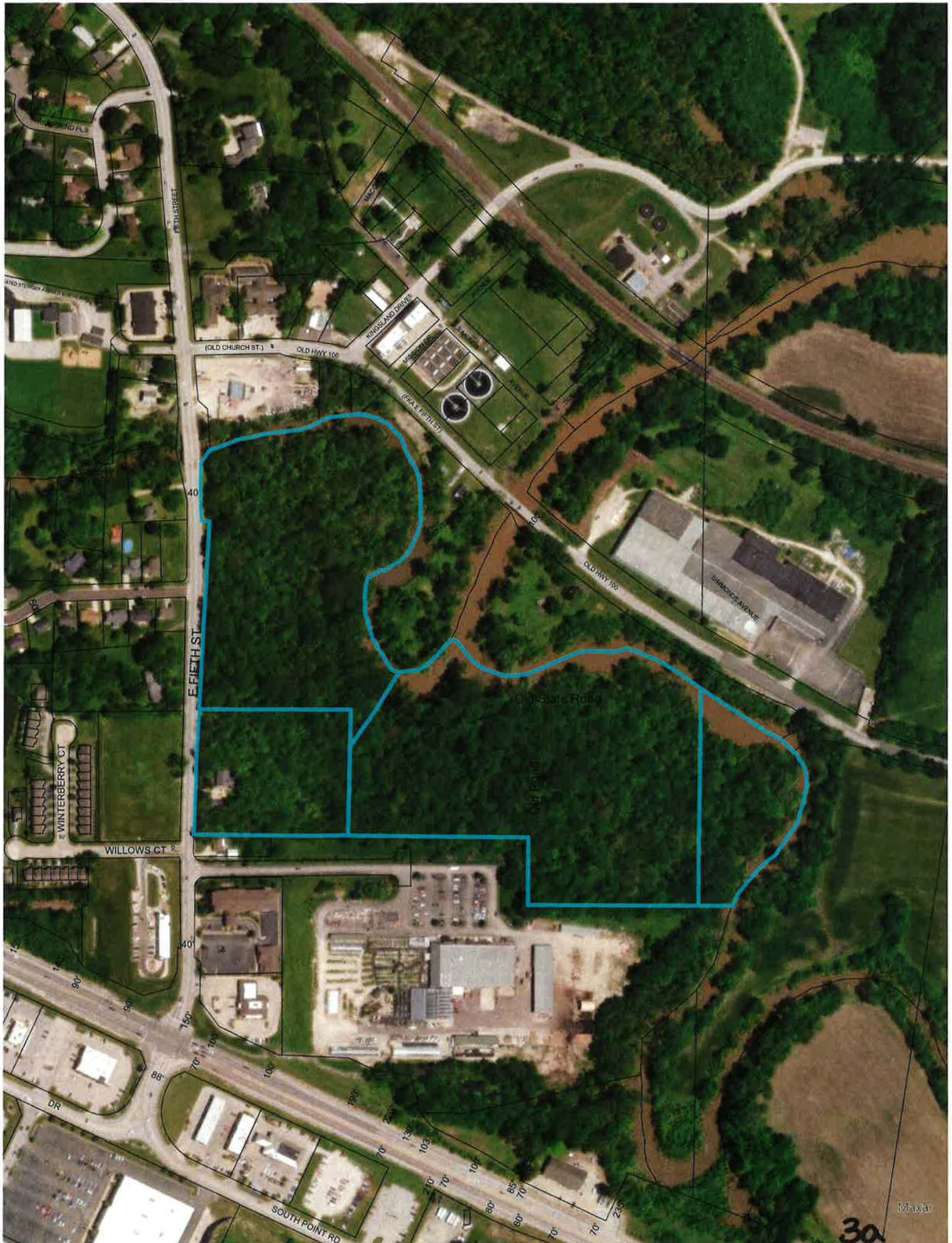
The applicant has also requested approval of an annexation that brings in the remainder of the subject property as R-3 Multi Family Zoning as well. Only half of the property is currently in the City limits, and this application would bring the entire property in to follow the creek line as a natural border.

Preliminary Plan

The applicant has submitted with the application a preliminary plan for the development. The proposed R-3 zoning does not require a development plan to be submitted, and the decision by P&Z and Council is only pertaining to the validity of the zoning in that location, but staff thought it was worth sharing anyway. The plan has been attached. All existing City Codes will be required to be adhered to and reviewed by City Staff including but not limited to density, setbacks, fire access, parking, and stormwater retention.

**Recommendation:**

Given the nature of the surrounding area, staff believes that the subject property is more than appropriate for the proposed development. Staff recommends approval of the rezoning and the annexation.



FIFTH STREET

(OLD CHURCH ST.)

OLD HWY 100

KNIBBSLAND DRIVE

(PRAK & PETERSEN)

OLD HWY 100

SHILOH AVENUE

E FIFTH ST

40

40

WILLOWS CT

WINTERBERRY CT

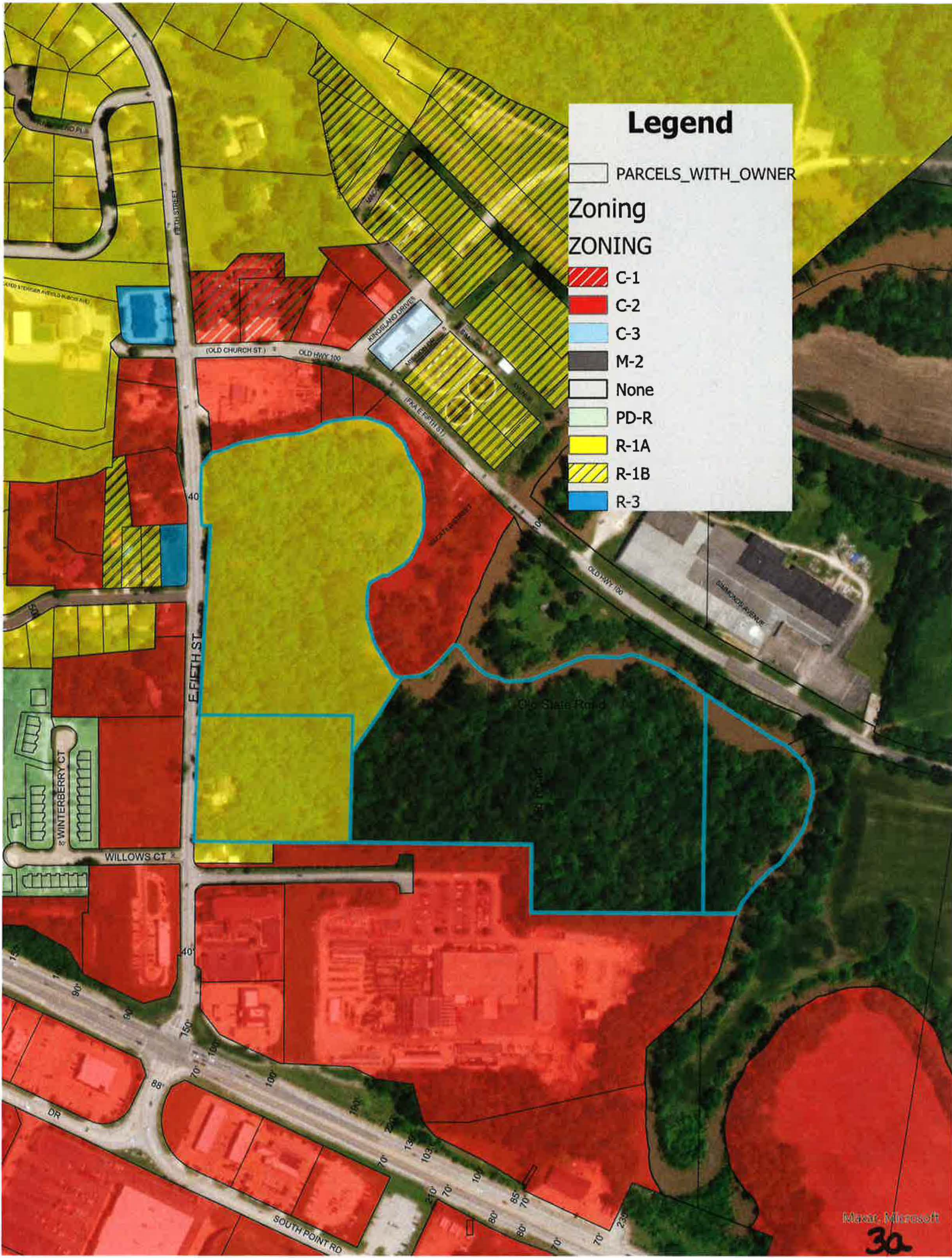
Old State Rd

Old Point










SOUTH POINT RD

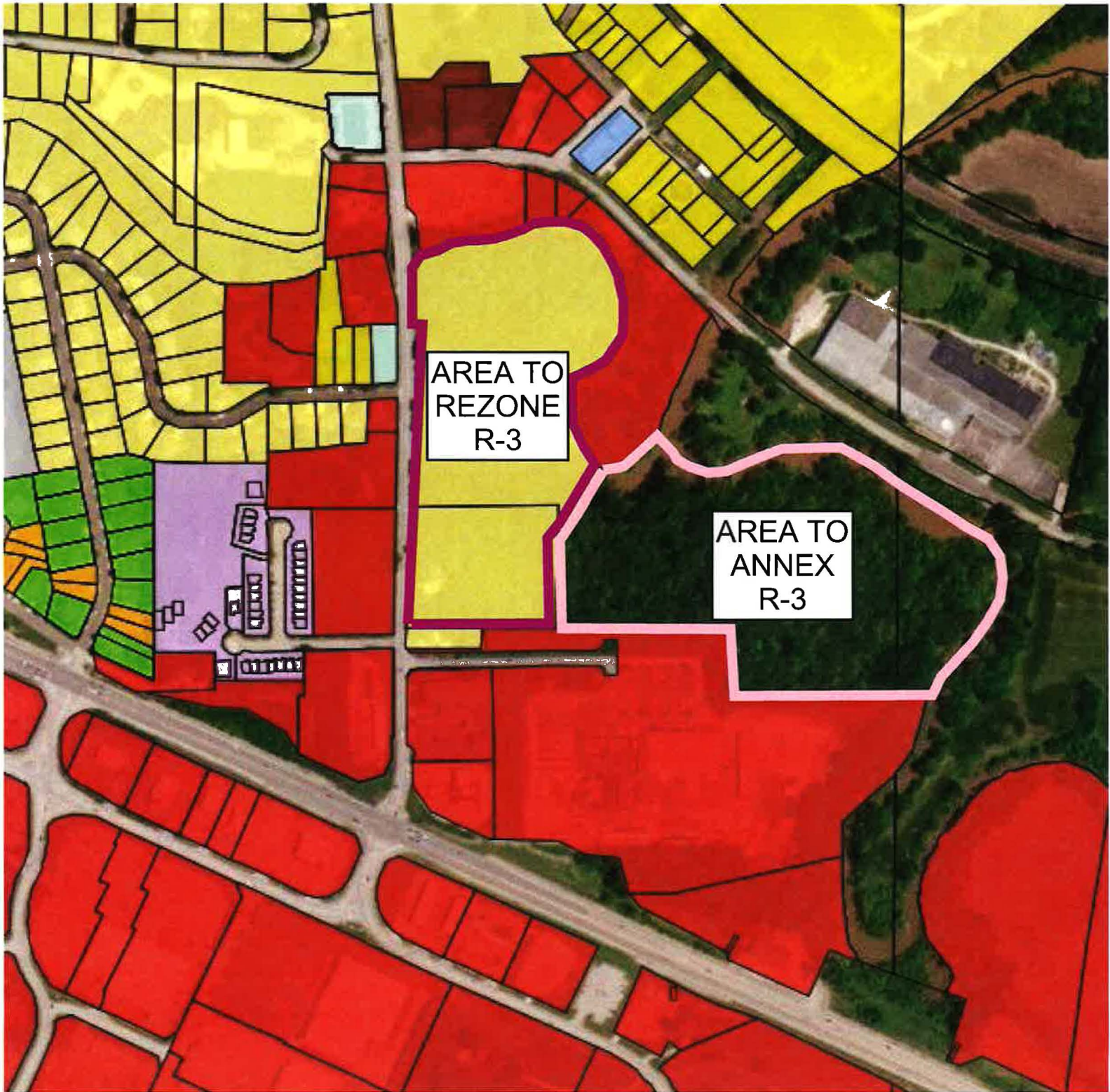
Maxar

30



### Legend

-  PARCELS\_WITH\_OWNER
- Zoning**
- ZONING**
-  C-1
-  C-2
-  C-3
-  M-2
-  None
-  PD-R
-  R-1A
-  R-1B
-  R-3



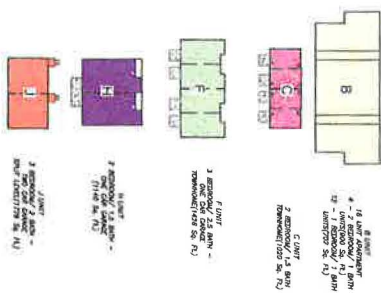
AREA TO  
REZONE  
R-3

AREA TO  
ANNEX  
R-3

PROPERTY EXHIBIT G



ALL AGES WITH FAMILY BUILDING UNITS



|        |  |   |   |  |
|--------|--|---|---|--|
| 1 OF 1 | <p><b>PRELIMINARY</b><br/>NOT FOR CONSTRUCTION</p> | <p>PROPERTY EXHIBIT G</p> <p>A TRACT OF LAND BEING PART OF SECTION 25, T44N,<br/>R1W OF THE 5TH P.M. IN THE CITY OF<br/>WASHINGTON, FRANKLIN COUNTY, MISSOURI</p>   | <p><b>WUNDERLICH</b><br/>SURVEYING &amp; ENGINEERING INC.</p> <p>512 EAST MAIN STREET<br/>UNION, MO 63094 (636) 583-8400<br/>WSETEAM.COM</p> <p><small>MULTIPLE SURVEYING &amp; ENGINEERING, INC.<br/>MEMBER STATE SOCIETY OF SURVEYORS<br/>1001 EAST WASHINGTON STREET<br/>ST. LOUIS, MO 63102</small></p> |  |
|        |  | <p><small>THIS PLAN IS THE PROPERTY OF WUNDERLICH SURVEYING &amp; ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WUNDERLICH SURVEYING &amp; ENGINEERING, INC.</small></p> |   |  |



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

VERIFIED PETITION FOR ANNEXATION

By completing this document, the undersigned is verifying the following:

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Washington, Missouri.
3. The undersigned hereby petitions the City Council of the City of Washington, Missouri, for voluntary annexation of the real property described in Exhibit "A".
4. The undersigned hereby requests the City Council of the City of Washington, Missouri, zone the real property described in Exhibit "A" as 10-7-25.0-0-001-024.000  
E. 5th

The following describes the fee involved with a voluntary annexation request, and the conditions of a refund, as called out in the City of Washington Codes:

SECTION 400.170: VOLUNTARY ANNEXATION PETITIONS FEES & PROCEDURES

A. Any request for voluntary annexation submitted to the City of Washington, Missouri, pursuant to Section 71.012 of the Revised Statutes of Missouri shall be accompanied by a cost deposit of two hundred dollars (\$200.00) for processing said request. Please make check payable to the City of Washington.

B. If the request for voluntary annexation is not approved by the City Council, the cost deposit shall be refunded to the applicant. If the request for voluntary annexation is withdrawn by the applicant, the cost deposit shall be forfeited to the City. If the request for voluntary annexation is contingent on the occurrence of one (1) or more events and these events do not transpire due to action or inaction by others than the City Council and the voluntary annexation is not approved by the City Council, then the cost deposit shall be forfeited to the City. (Ord. No. 00-8783 \$1, 4300)

Ed Schmelz

Applicant Name (print)

Applicant signature

Address & Phone

PO Box 1052, Union, MO 63084-636-584-2309

STATE OF MISSOURI )

) SS

COUNTY OF FRANKLIN )

On this 22<sup>nd</sup> day of June, 2023, before me appeared Ed Schmelz, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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

Notary Public

Angela Kay Lopez



ANGELA KAY LOPEZ  
My Commission Expires  
July 30, 2024  
Franklin County  
Commission #20622269

In The Estate of Michael A. Bruckdorfer, the current owner of 2549 E. 5th Street, Washington, MO 63090, is aware of the application with Edward L. Schmelz for rezoning and Annexation of these parcels to R-3, Multi-family and giving permission and approve of the process to make this change as part of the sale contract.

Dennis A. Rollins Co-personal Representative  
06/21/2023 11:11:16 AM  
150-124-11000203

date 06/21/2023

Roderick A. Bruckdorfer Co-personal Representative  
06/21/2023 11:21:16 AM  
150-124-11000203

te 06/21/2023

Dennis A. Rollins

Roderick A. Bruckdorfer

Co-Personal Representative

Co-Personal Representative

23-0701

**Applicant Information for Rezoning Land**

Please print:

Site Address: 2549 E. 5th St.

Lot # \_\_\_\_\_ Subdivision: O'Hara's Addn 2

PID# 10-7-25.0-0-001-024.200, 10-7-25.0-0-001-023.000

Applicant Name Ed Schmelz Daytime phone 636-584-2309

Address of Applicant PO Box 1052, Union, MO 63084

Name of Owner Dennis A. Rollins, Co-Personal Representative Daytime phone Dennis 707 349 0969  
Roderick A. Bruckdorfer, Co-Personal Representative Daytime phone Rod 443 852 3586

Address of Owner (if different from Applicant) 1350 Berry Street, Lake port, CA 95453

**Site Information**

Address or Legal: 2549 E. 5th St.

Current Zoning: R-1A Lot Size: 16.39

Existing Land Use: R-1A, single family residence / vacant ground

Proposed Zoning and Intended Use of Property: R-3, multi family

**Surrounding Land Use**

North C-2 South C-2

East Not in City West C-2, R-3

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

 \_\_\_\_\_ Date 6/21/23  
Signature of Applicant

 \_\_\_\_\_ Date 6/21/23  
Signature of Landowner (if different)

3a

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

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

AN ORDINANCE REZONING 2549 EAST FIFTH STREET FROM R-1A SINGLE-FAMILY RESIDENTIAL TO R-3 MULTI-FAMILY RESIDENTIAL IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application has been filed with the City of Washington, Missouri to rezone 2549 East Fifth Street from R-1A Single-Family Residential to R-3 Multi-Family Residential; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, July 17, 2023, notice of said hearing having been duly published in the "Washington Missourian"; and

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

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

SECTION 1: The following above-described property is hereby removed from the R-1A Single-Family Residential District and placed in the R-3 Multi-Family Residential District.

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: \_\_\_\_\_

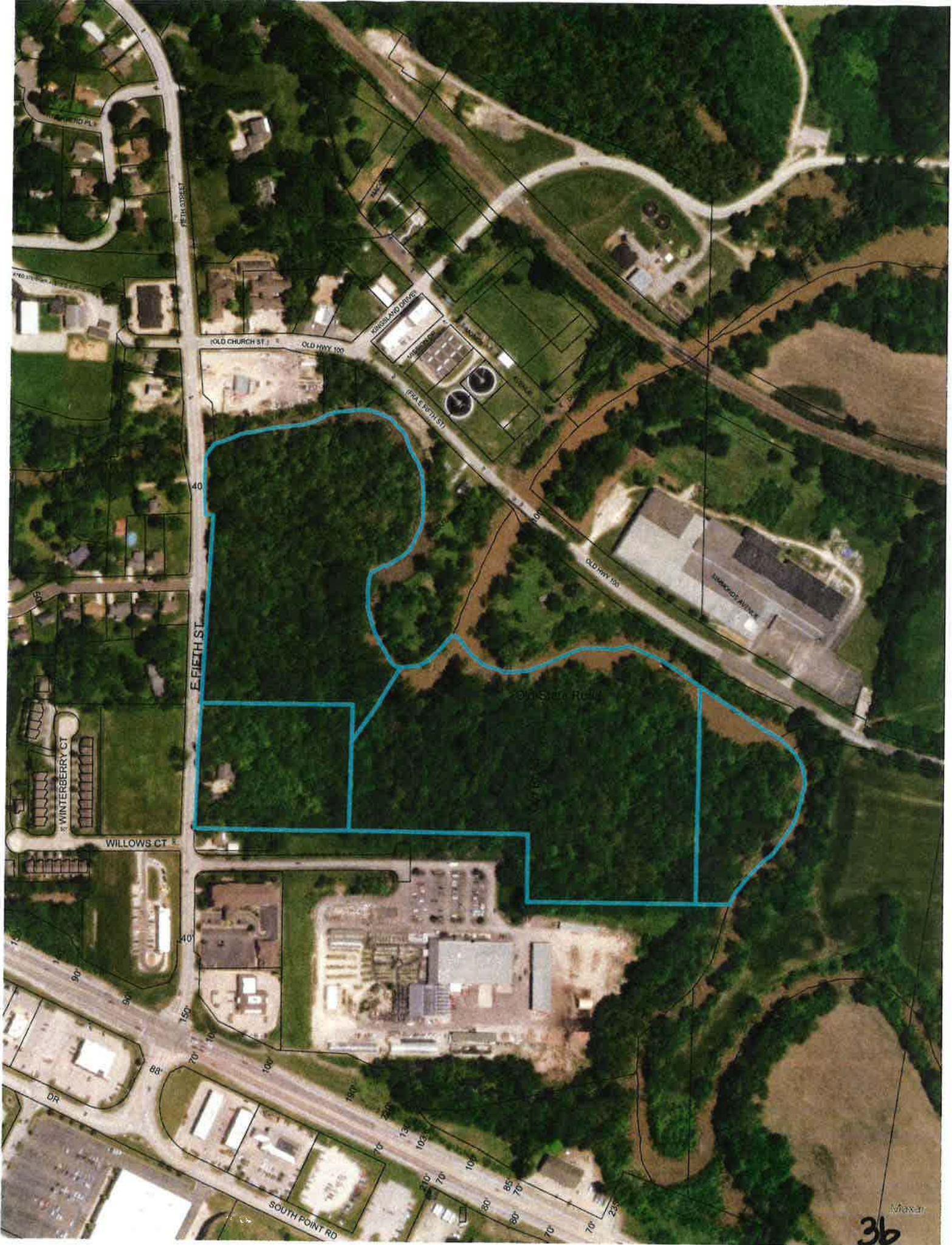
ATTEST: \_\_\_\_\_

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

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

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

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





July 10, 2023

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

RE: **File No. 23-0702-Annexation-Ed Schmelz**

Dear Mayor and City Council Members:

The Planning & Zoning Commission reviewed the requested Annexation at their July 10, 2023 meeting and approved the request with a unanimous vote.

Sincerely,

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

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: July 10, 2023

Re: File # 23-0701 and 23-0702

Synopsis: The applicant is requesting to rezone 16.15 acres from R-1A Single Family Residential to R-3 Multi Family Residential and to annex 19.4 acres as R-3 Multi Family Residential

| Adjacent Land Use /Zoning Matrix |                             |                 |
|----------------------------------|-----------------------------|-----------------|
|                                  | Existing Land Use           | Existing Zoning |
| North                            | Tow Lot                     | C-2             |
| South                            | Nursesey and Florists       | C-2             |
| East                             | Vacant Land                 | N/A             |
| West                             | Commercial and Multi Family | C-2 and R-4     |

**Analysis:**

Rezoning:

The applicant is requesting to rezone approximately 16 acres along the east side of East 5<sup>th</sup> Street from R-1A Single Family Residential to R-3 Multi Family for a town home and multi-family home development. The property currently has one access point to the original home towards the top of the hill on the south side. The home is proposed to be preserved and utilized as a club house for the development.

As for how the proposed rezoning fits in orderly to the surrounding area, this section of 5<sup>th</sup> Street is primarily commercial and multifamily currently. There are fairly intensive commercial uses to the north and south with the tow-lot and Hoffmann – Hillermann Nursery and Florists. To the West, there are commercial properties as well as The Willows development which is an existing multi-family property. The entire north and eastern boundaries of the property are also bordered by a creek that create a natural buffer to any adjoining property. On the West Side, the 5<sup>th</sup> Street Corridor also borders the property. There is one property directly adjacent to the south that is R-1A Single Family but also operates a home occupation transportation business on site.

Staff feels it is also worth mentioning that in 2018, the Planning and Zoning Commission and City Council approved a Planned Unit Development directly across 5<sup>th</sup> Street from the subject property for a 52 unit apartment complex. At the time, the City's density calculation was less than it is today, requiring that applicant to request a PDR. It was approved, but never came to fruition, leading it to revert back to its original zoning of C-2 General Commercial.

Overall, staff feels that the proposed rezoning would not cause a detriment to the surrounding property and aligns with the intention of the Comprehensive Plan of allowing for diverse housing options that transition between commercial and single family uses. Multi-Family zoning can be a difficult district to find appropriate transnational property for in the City Limits, and staff sees the subject property is in an appropriate location for such zoning with its proximity to the Highway and other commercial uses.

Annexation:

The applicant has also requested approval of an annexation that brings in the remainder of the subject property as R-3 Multi Family Zoning as well. Only half of the property is currently in the City limits, and this application would bring the entire property in to follow the creek line as a natural border.

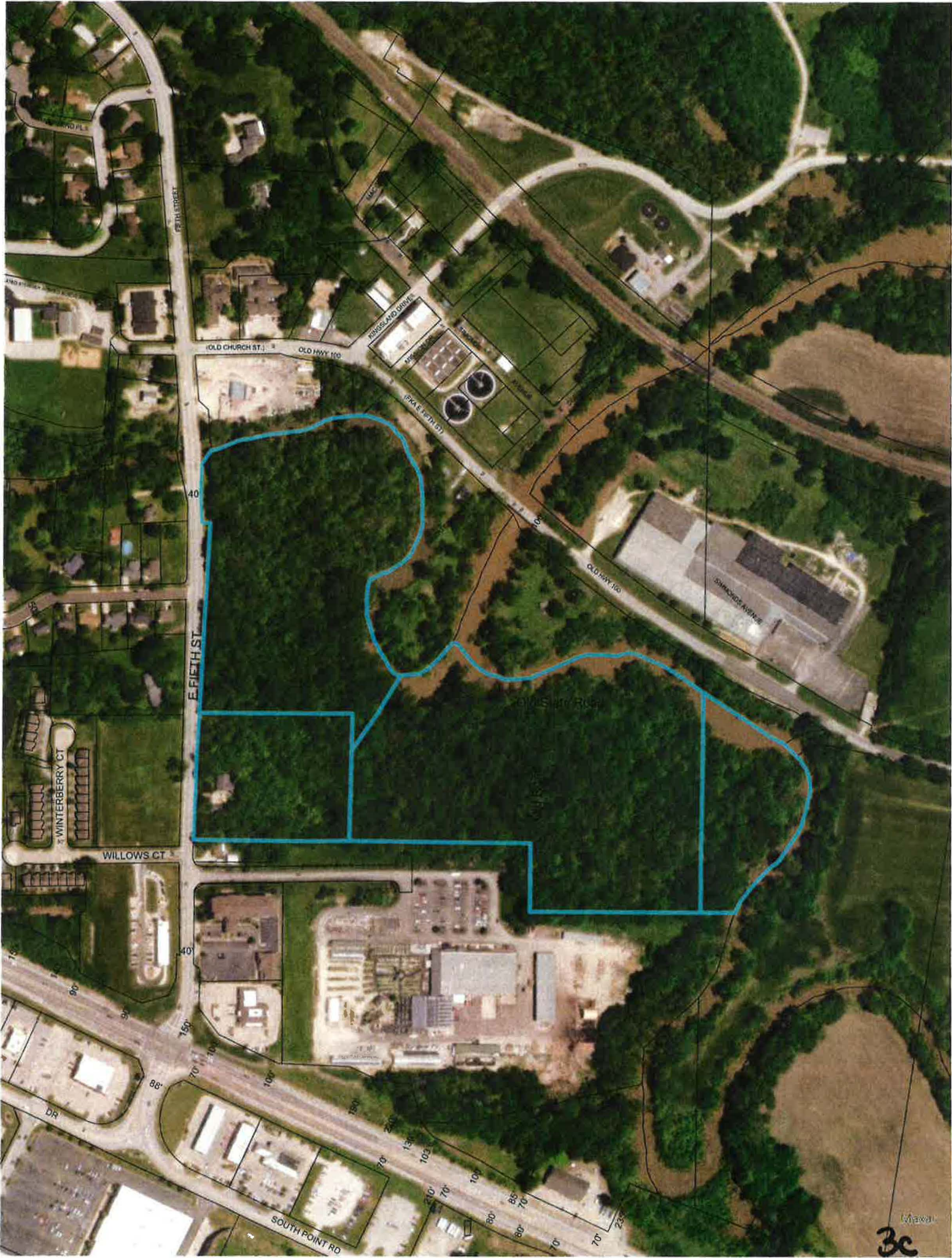
Preliminary Plan

The applicant has submitted with the application a preliminary plan for the development. The proposed R-3 zoning does not require a development plan to be submitted, and the decision by P&Z and Council is only pertaining to the validity of the zoning in that location, but staff thought it was worth sharing anyway. The plan has been attached. All existing City Codes will be required to be adhered to and reviewed by City Staff including but not limited to density, setbacks, fire access, parking, and stormwater retention.

**Recommendation:**

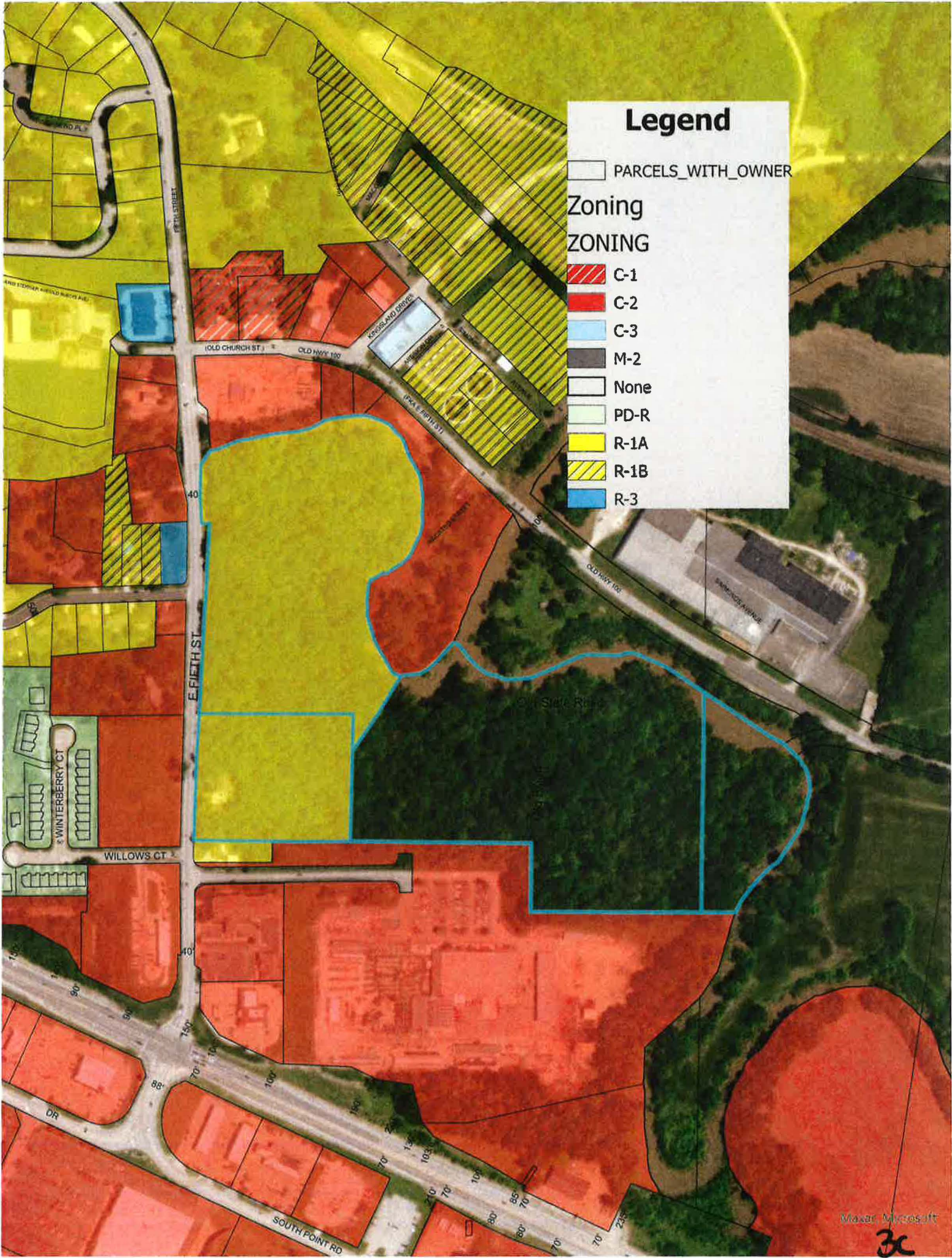
Given the nature of the surrounding area, staff believes that the subject property is more than appropriate for the proposed development. Staff recommends approval of the rezoning and the annexation.





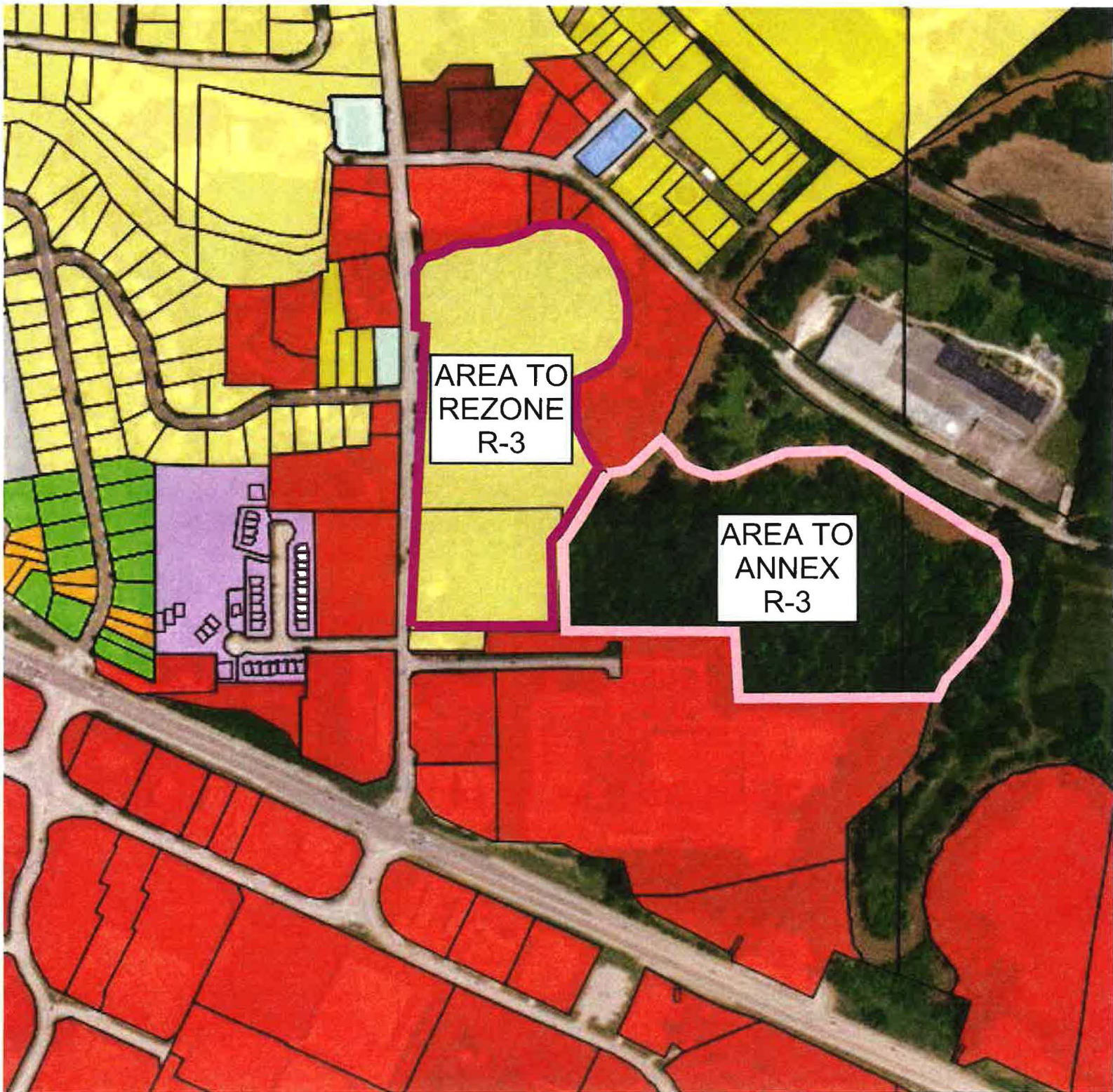
Map

3c

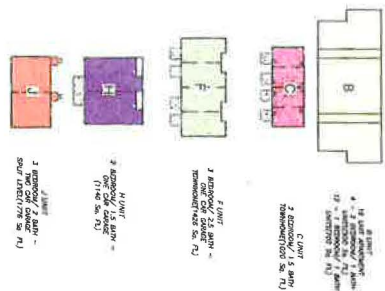
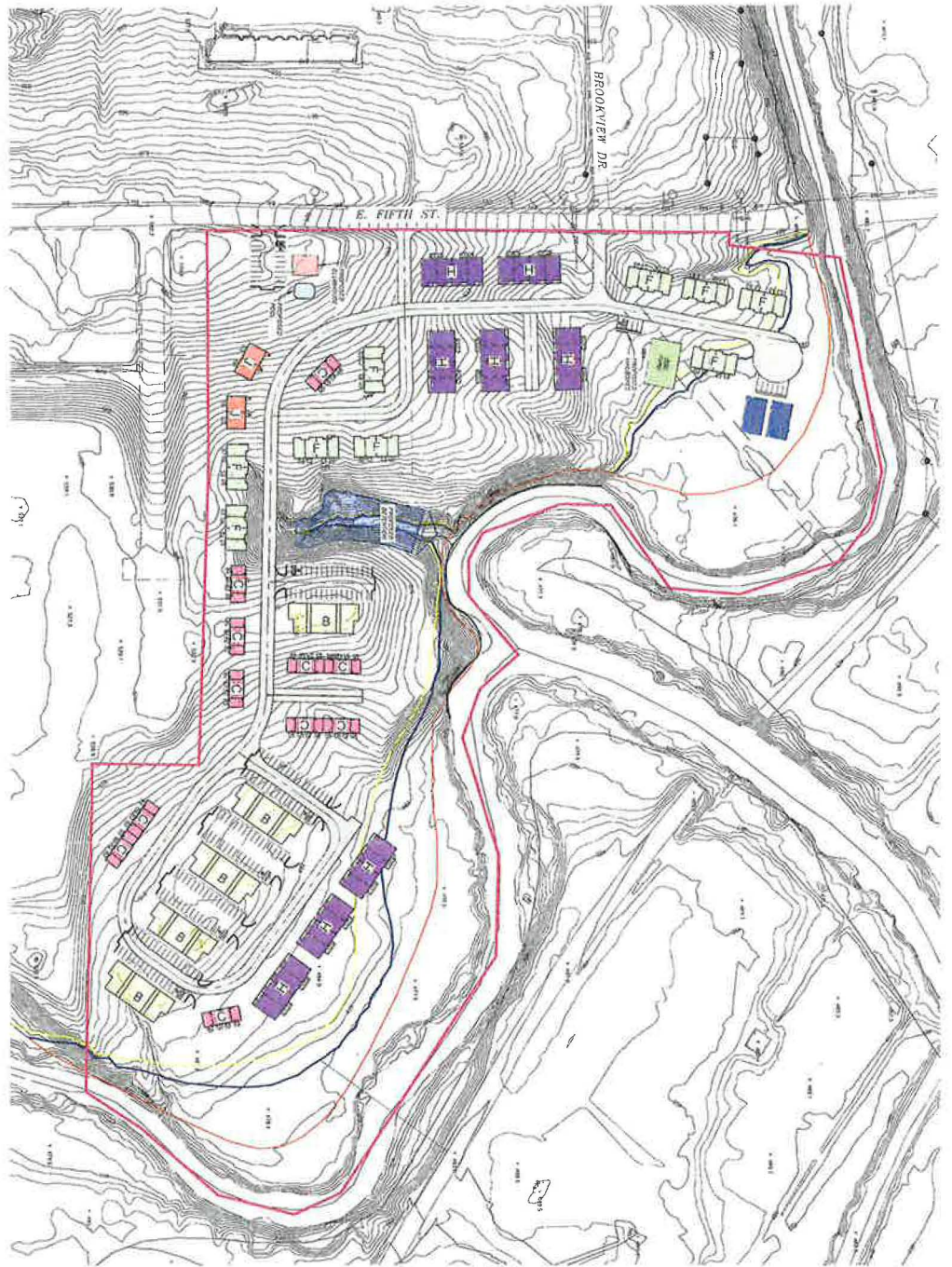


### Legend

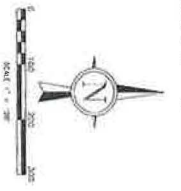
- PARCELS\_WITH\_OWNER
- Zoning**
- ZONING**
- C-1
- C-2
- C-3
- M-2
- None
- PD-R
- R-1A
- R-1B
- R-3



PROPERTY EXHIBIT G



ALL AGES MULTI-FAMILY BUILDING UNITS



1 OF 1

**PROPERTY EXHIBIT G**  
 A TRACT OF LAND BEING PART OF SECTION 25, T44N,  
 R1W OF THE 5TH P.M. IN THE CITY OF  
 WASHINGTON, FRANKLIN COUNTY, MISSOURI

**WUNDERLICH**  
 SURVEYING & ENGINEERING INC.  
 512 EAST MAIN STREET  
 UNION MO 63084 (636) 583 8400  
 WSETEAM.COM  
WUNDERLICH SURVEYING & ENGINEERING, INC. IS AN EQUAL OPPORTUNITY FIRM. ALL RIGHTS RESERVED. 2014



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

VERIFIED PETITION FOR ANNEXATION

By completing this document, the undersigned is verifying the following:

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Washington, Missouri.
3. The undersigned hereby petitions the City Council of the City of Washington, Missouri, for voluntary annexation of the real property described in Exhibit "A".
4. The undersigned hereby requests the City Council of the City of Washington, Missouri, zone the real property described in Exhibit "A" as 10-7-25.0-0-001-024.000  
E. 5th

The following describes the fee involved with a voluntary annexation request, and the conditions of a refund, as called out in the City of Washington Codes:

SECTION 400.170: VOLUNTARY ANNEXATION PETITIONS FEES & PROCEDURES

A. Any request for voluntary annexation submitted to the City of Washington, Missouri, pursuant to Section 71.012 of the Revised Statutes of Missouri shall be accompanied by a cost deposit of two hundred dollars (\$200.00) for processing said request. Please make check payable to the City of Washington.

B. If the request for voluntary annexation is not approved by the City Council, the cost deposit shall be refunded to the applicant. If the request for voluntary annexation is withdrawn by the applicant, the cost deposit shall be forfeited to the City. If the request for voluntary annexation is contingent on the occurrence of one (1) or more events and these events do not transpire due to action or inaction by others than the City Council and the voluntary annexation is not approved by the City Council, then the cost deposit shall be forfeited to the City. (Ord. No. 00-8783 \$1, 43.00)

Ed Schmelz  
Applicant Name (print) Applicant signature

Address & Phone PO Box 1052, Union, MO 63084-636-584-2309

STATE OF MISSOURI )  
) SS  
COUNTY OF FRANKLIN )

On this 22nd day of June, 2023, before me appeared Ed Schmelz, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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

Angela Kay Lopez  
Notary Public



ANGELA KAY LOPEZ  
My Commission Expires  
July 30, 2024  
Franklin County  
Commission #20622269

In The Estate of Michael A. Bruckdorfer, the current owner of 2549 E. 5th Street, Washington, MO 63090, is aware of the application with Edward L. Schmelz for rezoning and Annexation of these parcels to R-3, Multi-family and giving permission and approve of the process to make this change as part of the sale contract.

Dennis A. Rollins, Co- personal representative  
Dennis A. Rollins  
1011 S. 11th St.  
St. Louis, MO 63104

date 06/21/2023

Roderick A. Bruckdorfer, Co- Personal Representative  
Roderick A. Bruckdorfer  
1011 S. 11th St.  
St. Louis, MO 63104

date 06/21/2023

Dennis A. Rollins

Roderick A. Bruckdorfer

Co-Personal Representative

Co-Personal Representative

CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services  
405 JEFFERSON STREET • WASHINGTON, MO 63090  
636.390.1010 phone • 636.219-4649 fax

23-0701

Applicant Information for Rezoning Land

Please print:

Site Address: 2549 E. 5th St.

Lot # \_\_\_\_\_ Subdivision: O'Hara's Addn 2

PID# 10-7-25.0-0-001-024.200, 10-7-25.0-0-001-023.000

Applicant Name Ed Schrade Daytime phone 636-584-2309

Address of Applicant PO Box 1052, Union, MO 63084

Name of Owner Dennis A. Rollins, Co-Personal Representative Daytime phone Dennis 707 349 0969  
Roderick A. Bruckdorfer, Co-Personal Representative Daytime phone Rod 443 852 3586

Address of Owner (if different from Applicant) 1350 Berry Street, Lake port, CA 95453

Site Information

Address of Legal: 2549 E. 5th St.

Current Zoning: R-1A Lot Size: 16.39

Existing Land Use: R-1A, single family residence / vacant ground


Proposed Zoning and Intended Use of Property: R-3, multi family

Surrounding Land Use

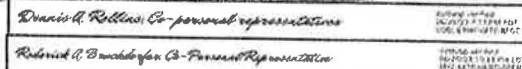
North C-2 South C-2

East Not in City West C-2, R-3

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

  
Signature of Applicant

6/21/23  
Date

  
Signature of Landowner (if different)

6/21/23  
Date

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

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

AN ORDINANCE ANNEXING 19.4 ACRES OFF FIFTH STREET AS R-3 MULTI-FAMILY RESIDENTIAL INTO THE CITY WASHINGTON, FRANKLIN COUNTY, MISSOURI.

WHEREAS, on June 22, 2023, a verified petition signed by Ed Schmelz being the owner of all fee interests of record, requesting annexation of certain territory into the City of Washington, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is contiguous and compact to the present corporate limits of the City of Washington, Missouri; and

WHEREAS, the Washington Planning & Zoning Commission has recommended that the subject property described in Exhibit A, attached hereto, should be annexed into the city limits of the City of Washington, and should be placed into the R-3 Multi-Family Residential Zoning District as requested by the applicant; and

WHEREAS, the City Council held a Public Hearing concerning the matter of annexation of the land described in Exhibit A, at City Hall in Washington, Missouri, on Monday, July 17, 2023, at 7:00 p.m. during a regular meeting of the City Council; and

WHEREAS, notice of said Public Hearing was given by publication of notice thereof, on June 23, 2023, in the "Washington Missourian", a bi-weekly newspaper of general circulation in the County of Franklin, State of Missouri; and

WHEREAS, at said Public Hearing, all persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation of the land described in this ordinance; and

WHEREAS, the City Council of the City of Washington, Missouri does find and determine that said annexation of the land described in this ordinance is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.



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

SECTION 1: The boundaries of the City of Washington, Missouri, are hereby altered to encompass the tracts of land described in Exhibit A of this ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 2: The tract of land described in Exhibit A is hereby zoned R-3 Multi-Family Residential.

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

SECTION 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: \_\_\_\_\_

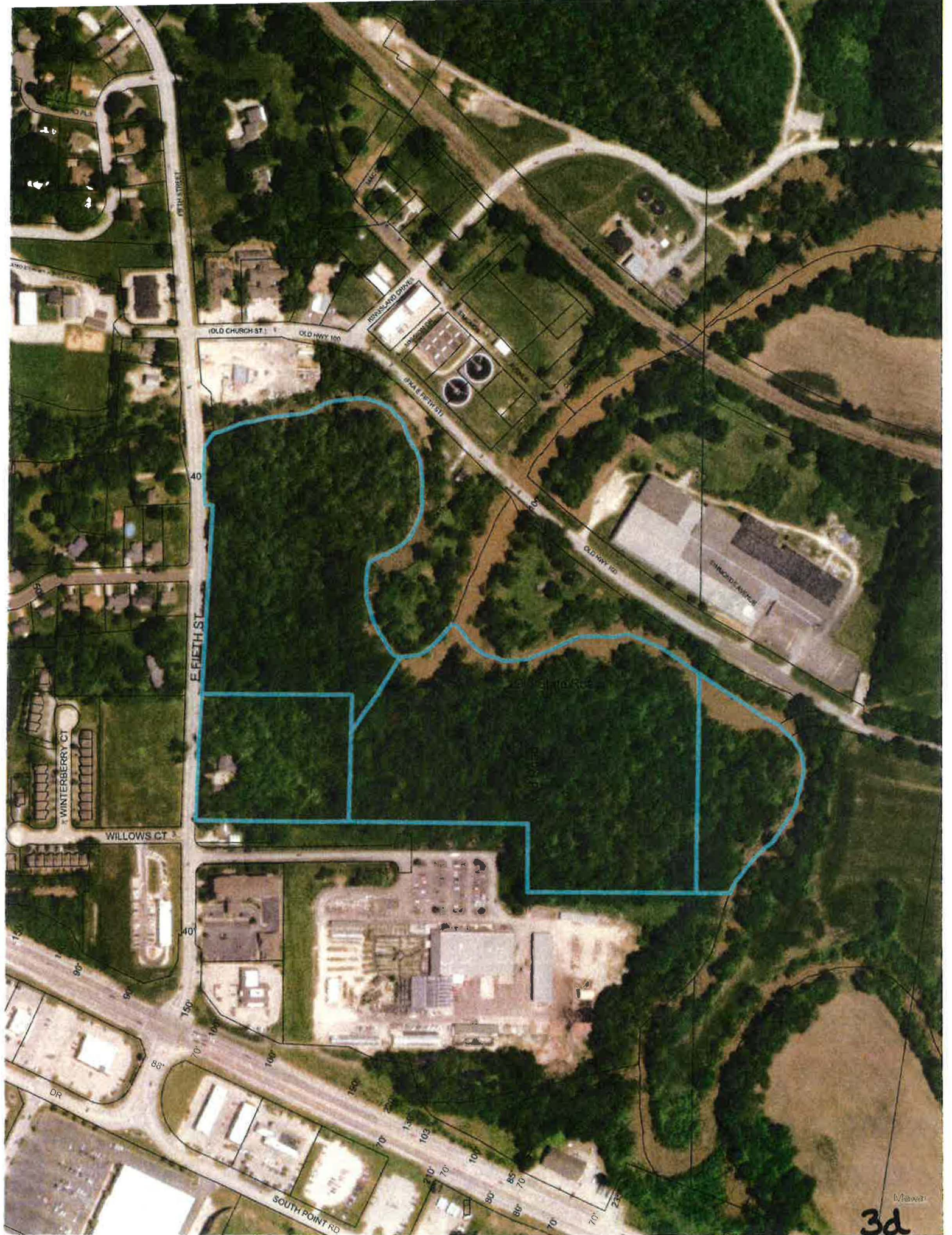
ATTEST: \_\_\_\_\_

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

EXHIBIT A

ALL OF THE PROPERTY INCLUDED IN BK. 917 PG. 661 AND 662 ALONG WITH BK. 415 PG. 96, ALL BEING IN TOWNSHIP 44 NORTH, RANGE 1 WEST, OF THE 5<sup>TH</sup> P.M., RECORDED IN THE FRANKLIN COUNTY MO RECORDER OF DEEDS OFFICE.

EXCEPTING ALL PARTS OF THE PROPERTY THAT WERE PREVIOUSLY ANNEXED INTO THE CITY OF WASHINGTON, MO



M&M

3d



July 11, 2023

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Parking Minimum Reduction for Multi Family Developments

Mayor & City Council,

On your agenda for the July 17<sup>th</sup> meeting is a code amendment pertaining to parking minimums for Multi-Family Developments. In an effort to reduce over parking and decrease polluted stormwater runoff, City Staff is recommending reducing the parking minimums for one bedroom apartments to account for single car households. Currently, the code requires 2 parking spaces for each unit, regardless of how many one bedroom or studio units are in the development.

City Staff reviewed surrounding communities' regulations and found Cities such as St. Peter's, O'Fallon and St. Charles have similar reductions available for single bedroom units. The American Planning Association's Recommended Parking Standards also allowed for such reductions.

The Planning and Zoning Commission held a public hearing on July 10<sup>th</sup>, where no comments from the public were given. They reviewed staff's recommendation and voted unanimously to change the parking requirement for multi-family dwellings to the following: **1.5 spaces for each 1 bedroom units, 2 spaces for each unit two bedrooms and above.**

Feel free to reach out with any questions.

Sincerely,

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

Sal Maniaci  
Community and Economic Development Director

**Section 400.265. Minimum Required Off-Street Parking And Loading Spaces. [R.O. 1992 § 400.265; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]**

| <b>Use</b>   | <b>Minimum Parking Requirement (number of spaces)</b>   |
|--|---|
| Convenience stores   | 1 space for each 250 square feet  |
| Day-care centers   | 1 space for every 5 individuals cared for as authorized by State licensing  |
| Drive-in or drive-thru facilities in conjunction with other uses (except as may be otherwise provided for herein)  | A minimum of a 5-car stack volume will be provided, on the lot, from any call-in window   |
| Drive-in restaurant or establishment serving meals, lunches or drinks to patrons, either in their cars or in the building                                | 1 parking space for each 75 square feet of floor area in the building   |
| Dwellings, apartment   | <del>2 spaces for each dwelling unit</del> 1.5 Spaces for each one bedroom unit, 2 spaces for each two-bedroom unit and above   |
| Dwellings, 1-family (including attached 1-family and detached 1-family)  | 2 spaces for each dwelling unit   |
| Dwellings, 2-family  | 2 spaces for each dwelling unit, except that 1.5 spaces may be provided for each dwelling unit in unified developments containing at least 8 2-family or attached 1-family dwellings and subject to approval under the planned development  |
| Entertainment, assembly or exhibition places, all without fixed seats  | 1 parking space for each 100 square feet of floor area used therefor  |
| Furniture or appliance store, hardware store, wholesale establishment, machinery or equipment sales and service, clothing or shoe repair or service shop | 2 parking spaces, plus 1 additional parking space for each 300 square feet of floor area over 1,000   |
| Gasoline stations  | 2 spaces. Gasoline stations offering other retail goods for sale, in enclosed space accessible by the customer, shall also comply with the parking requirements for "convenience stores." Gasoline stations providing vehicle repair or maintenance services shall also comply with the parking requirements for "vehicle repair or service facilities." Gasoline stations having accessory car wash facilities shall provide vehicle stacking spaces |

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

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

AN ORDINANCE AMENDING SECTION 400.265.C 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 400.265.C of the Code of the City of Washington, Missouri  
is hereby amended for Dwelling Unit, Apartment as follows:

|                          |  |
|--------------------------|--|
| Dwelling Unit, Apartment | 1.5 spaces for each one-bedroom unit<br>2 spaces for every apartment with<br>two bedrooms or more. |
|--------------------------|--|

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

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A DEPOSITORY CONTRACT BY AND  
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND  
THE BANK OF FRANKLIN COUNTY

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Depository Contract by and between the City of Washington, Missouri and the Bank of Franklin County, a copy of which is marked Exhibit I and Exhibit II and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Contract and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

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

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

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

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

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

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



**EXHIBIT I**

**DEPOSITORY CONTRACT**

This Agreement made and entered into this 17<sup>th</sup> day of July 2023, by and between the City of Washington, Missouri, a municipal corporation and political subdivision of the State of Missouri (the “City”), and Bank of Franklin County, (the “Bank”).

Whereas, the City requested proposals for depository and banking services pursuant to a Request for Proposals; and

Whereas, the Bank submitted a response to the Request for Proposals which the City believes to be in the best interest of the City.

Now, therefore, in consideration of the mutual covenants, conditions and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. TERM. This Agreement shall be in effect for a period of one (1) year commencing on August 1, 2023, and ending July 31, 2024 (the “Original Term”). This Agreement shall thereafter automatically renew for a 1-year term (the “Renewal Term”) unless terminated by either party in writing, with a 60-day written notice prior to the end of the Original Term. (The “Original Term” and the “Renewal Term” are collectively referred to herein as the “Term”). The City shall have the right to terminate this Agreement at any time with or without due cause during the Term by giving written notice to the Bank sixty (60) days prior to the effective date of the termination of this Agreement. The Bank shall have the right to terminate this Agreement at any time with or without due cause during the Term by giving written notice to the City sixty (60) days prior to the effective date of the termination of this Agreement. Upon termination of this Agreement, whether by expiration of the Term or the City’s or Bank’s election to terminate this Agreement, all finished or unfinished reports, or other material prepared by the Bank pursuant to this Agreement shall be provided to the City. In the event the City terminates this agreement prior to the expiration of the Term without cause, the Bank may complete such analyses and records as may be necessary to place its records in order. The Bank shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of termination, not to exceed the compensation set forth herein.

2. DEPOSITORY AND OTHER BANKING SERVICES. During the Term of this Contract the Bank shall act as depository and provide other banking services as set forth in the Request for Proposals, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference. The depository and other banking

services shall be provided by the Bank to the City in accordance with the Bank's Proposal, a copy of which is marked Exhibit B and is attached hereto and incorporated herein by reference.

3. SECURITY FOR DEPOSITS. During the Term of this Contract the Bank shall secure the City's cash deposits and investment deposits as set forth in the Request for Proposals. The Bank and the City shall execute and enter into Depository Security Agreements in substantially the form as set forth on Exhibit II, a copy of which is attached hereto and incorporated herein by reference.

4. AMENDMENT. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5. ASSIGNMENT. No party shall assign this Agreement or any of its rights and obligations hereunder.

6. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations and discussions. No amendment, alteration, modification or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the parties hereto.

7. CHOICE OF LAW. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Missouri.

8. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. The invalidity or unenforceability of any provision of this Agreement to any person or circumstance shall not affect the validity or enforceability of such provision as it may apply to any other persons or circumstances.

9. WAIVER. The failure in one or more instances of a party to insist upon performance of any of the terms, conditions and covenants set forth in this Agreement, or the failure of a party to exercise any right or privilege conferred by this Agreement, shall not be construed thereafter as waiving their right to insist upon the performance of such terms, conditions and covenant or the right to exercise such rights and privileges, which rights shall continue and remain in full force and effect as if no forbearance had occurred.

10. ATTORNEYS FEES. In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provision contained herein, and either party prevails in such action, then such party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney fees and court costs incurred in such suit.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together will constitute for all purposes one and the same instrument.

12. NOTICE. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

City:  
  
City of Washington, Missouri  
405 Jefferson Street  
Washington, Missouri 63090  
Attn: Mayor

Bank:  
  
Bank of Franklin County  
900 E. Eighth Street  
Washington, Missouri 63090  
Attn: President

City and Bank may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

**City of Washington, Missouri**

**Bank of Franklin County**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President

**SEAL:**

**SEAL:**

**ATTEST:**

**ATTEST:**

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

**EXHIBIT II**

**DEPOSITORY SECURITY AGREEMENT**

**THIS AGREEMENT**, made and executed in triplicate this 17<sup>th</sup> day of July 2023, by and among **City of Washington, Franklin County, MO** (hereinafter called "Depositor"), party of the first part Bank of Franklin County (hereinafter called "Bank"), party of the second party, and \_\_\_\_\_ (hereinafter called "Trustee"), party of the third part.

**WHEREAS**, Depositor wishes to deposit with Bank certain public moneys received by Depositor pursuant to contract by and between Bank and Depositor (hereinafter called the "depository contract") but desires that Bank shall secure said deposits in accordance with the statutes in such cases made and provided, which Bank is willing to do, by the deposit with Trustee of certain securities as hereinafter provided:

**WHEREAS**, the selection of Bank as a depository of public moneys to be received by Depositor, together with the depository contract, have been duly approved by Depositor and the securities hereinafter deposited have been duly approved by Depositor; and

**WHEREAS**, in order to properly secure the said deposits, Bank has delivered to Trustee the following securities, to wit:

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** That for and in consideration of the premises, the parties hereto do mutually covenant and agree as follows:

**FIRST.** Bank hereby agrees that the said securities shall be held by Trustee for the protection of the public money deposited by Depositor with Bank (hereinafter called the "deposits") until all the deposits shall be properly paid over and accounted for by Bank, or until this agreement shall otherwise be terminated or said securities shall be surrendered or withdrawn pursuant to the terms hereof.

**SECOND,** Trustee shall, upon receipt from Depositor of a notice in writing that there has been a breach of the depository contract and demand in writing for the securities or any part thereof, forthwith surrender to Depositor a sufficient amount of such securities as may fully protect Depositor from loss, as set forth in said demand, and Trustee shall thereby be discharged of all further responsibility in respect of the securities so surrendered. Bank authorizes and empowers Depositor to sell, transfer, by endorsement or otherwise, and deliver all or any part of such securities, in such manner as it may elect, for the satisfaction of any loss arising by reason of a beach of the depository contract and out of the proceeds of such sale, after paying the expenses of sale and retaining a sum sufficient to reimburse Depositor for such breach of the depository

contract by Bank, the balance, if any, shall be paid over to Bank and any securities remaining unsold in the hands of Depositor shall thereupon be returned to Bank.

**THIRD.** Bank shall have the right to substitute other securities for the securities herein above mentioned, provided the securities so to be substituted are satisfactory in kind and amount to Depositor and Trustee is hereby authorized to permit such substitution upon written consent of Depositor thereto. Any securities so substituted shall be held by Trustee under the same terms and conditions as though included in the securities originally deposited with it hereunder.

**FOURTH.** In the event Depositor shall desire to increase the amount of the deposits beyond the amount for which the securities then in the hands of Trustee afford security in accordance with the provisions of law and Bank desires to receive such increased deposits, then Bank may deliver to Trustee, to be held in accordance with the terms hereof, such additional securities as may be satisfactory to and approved by Depositor and all such additional securities shall be held by Trustee upon the same terms and conditions as though included in the securities originally deposited with it hereunder.

**FIFTH.** Bank may, from time to time, with the written consent of Depositor, withdraw from Trustee such portion as it may desire of the securities then held by Trustee, provided the value of the securities then remaining in the hands of Trustee shall not be less than the amount of the deposits then remaining in Bank.

**SIXTH.** So long as there is no default in the payment of the deposits, Bank shall be entitled to collect all interest and other income which may become due on or from the securities in the hands of Trustee and Trustee is hereby authorized, empowered and directed to pay and deliver over to Bank, upon demand, all such interest and other income, as same mature.

**SEVENTH.** Bank may terminate this agreement at any time by paying over all of the deposits to Depositor and, in the event of such payment and the submission to Trustee of the written statement of Depositor to that effect, all securities then held by Trustee under this agreement shall forthwith be delivered to Bank and this agreement shall thereupon be terminated. Depositor may terminate this agreement at any time by giving written notice to Bank and Trustee.

**EIGHTH.** Trustee hereby acknowledges receipt of the securities hereinbefore described and agrees to hold and deliver the same together with any securities which may be substituted therefor or added thereto, in accordance with the terms of this agreement.

**NINTH.** Bank and Depositor, by the execution hereof, hereby declare Trustee as acceptable to and approved by them, respectively, as the disinterested banking institution with which the said securities are to be deposited.

1a.

**TENTH.** All fees and charges of Trustee for services under this agreement shall be paid by Bank.

**IN WITNESS WHEREOF,** the following signature of the respective parties, as of the day and year first above written.

DEPOSITOR

City of Washington, Missouri

By: \_\_\_\_\_  
James D. Hagedorn, Mayor

SEAL:

Attest:

\_\_\_\_\_  
Sherri Klekamp, City Clerk

Bank

Bank of Franklin County

By: \_\_\_\_\_

SEAL:

Attest:

\_\_\_\_\_



July 17, 2023

Honorable Mayor and City Council:

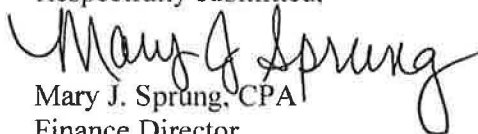
In May, a Request for Proposal for banking services was sent out to all local banks. Three banks submitted a proposal for a one-year term contract with an option to renew for one year. Two of the three bids were extremely competitive and close in regards interest rate that was being offered. An interest rate bid analysis was done comparing the 2021 bank bids and there was only a difference of just over \$5,000 between the proposals. Due to the fact that switching banks entails a lot of intrinsic work (contacting vendors/ACH banks, training, etc), coupled with the fact that these 2 bids were so close, and the estimated cost to the switch banks is \$3,000, it was determined to be little benefit to the City in switching depository banks. Therefore, after careful review of the bids, the Finance Committee is recommending the City accepts the proposal from the Bank of Franklin County to remain as the City's banking depository.

The Bank of Franklin County bid no fees or charges for any mandatory or optional services they provide as listed in the proposal. They proposed an interest rate formula of 100% of the federal funds target range/rate upper limit plus .25% with a floor of 1.0% on the first \$5 million. The remainder balance in the Primary Operating Account will be the federal funds target range/rate upper limit, less .25% with a floor interest rate of .25%. All other interest-bearing accounts will earn at the federal funds target rate less .25% with a floor of .25%. If the Federal Reserve Open Market Committee decides to eliminate the range, then the Bank of Franklin County will use the federal target funds rate using the same formulas as noted above.

In addition, Bank of Franklin County will provide the necessary pledged securities on the City's deposits held at the bank and they understand and accept that the City may seek bids for investment purposes for any excess funds over the \$5 million dollar minimum stated in the bid. The Finance Committee has also recommended seeking investment opportunities for any excess funds. Currently we have \$5.9 million invested at Bank of Washington. I will be reviewing the City's cash balances and capital needs in relation to excess funds along with the budget requests made in the budget process to determine excess funds.

I have included a condensed report of the bank bids for informational purposes. The City has been working with Bank of Franklin County for over 10 years and has had no issues or concerns with the banking relationship in the past. The Bank of Franklin County is easy to work with, provides great customer service, and consistently monitors the City's funds.

Respectfully submitted,

  
Mary J. Sprung, CPA  
Finance Director

Banking Services Proposal Evaluation Form

| Items Bid on:                              | <u>Bank of Franklin County</u>  | <u>First State Community Bank</u>   | <u>Bank of Washington</u>   |
|--|---|---|---|
| Mandatory Services                         | Will be able to provide all   | Will be able to provide all   | Will be able to provide all   |
| Interest Rate<br>Floor Rate (minimum)      | Federal Funds Target Range upper limit +.25% (current rate is 5.25%) if no longer a range then it will be the Federal Funds Target Rate +.25%; Floor 1.00% (up to \$5 million); Remainder balance of the Primary Operating Account will be Federal Funds Target Range upper limit minus .25% ; Floor .25%. if no longer a range then it will be the Federal Funds Target Rate minus .25% with a floor of .25%. Other ancillary accounts will be Federal Funds Target Rate upper limit minus .25% ; Floor .25%.<br>1% Operating; .25% All Others | 70 % of Federal Funds Rate<br>0.25%   | 30-day Treasury Bill Rate + .25%<br>0.51%   |
| Investment Rate                            | Other Investments will be provided at the Bank's cost   | CD's - Rates quoted on a requested basis. No other Safekeeping services offered.          | CD's - Rates quoted on a requested basis. No other Safekeeping services offered.  |
| Minimum Funds Required to Maintain at Bank | \$5 Million   |   |   |
| Pledged Securities/Collateral              | Able to meet federal/state requirements   | Able to meet federal/state requirements   | Able to meet federal/state requirements   |
| <b>MANDATORY SERVICES:</b>                 |   |   |   |
| Interim Financing/LOC Interest Rate        | First \$2 million - 50% of prime rate; Floor 4.125% Second \$2 million - 75% of prime rate; Floor 6.1875%   | \$ 2 Million - 1 Year FHLB Advance Rate + 1.00% (may be reduced at the bank's discretion) | Tax Anticipation Note - Priced at Wall Street Journal Prime Rate , floating daily |
| Banking Supplies                           | No Cost   | No Cost   | No Cost   |

7a



|                                |   |                                    |                                    |
|--------------------------------|---|------------------------------------|------------------------------------|
| On-Line Banking Services       | No Cost   | No Cost                            | No Cost                            |
| Wire Transfer Services         | No Cost   | No Cost                            | No Cost                            |
| ACH Debit/Credit Services      | No Cost   | No Cost                            | No Cost                            |
| ACH Blocker/Filters            | No Cost   | No Cost                            | No Cost                            |
| Payroll DD/Utility Bank Draft  | No Cost   | No Cost                            | No Cost                            |
| On-Line Bill Payments          | No Cost   | No Cost                            | No Cost                            |
| Positive Pay                   | No Cost   | No Cost                            | No Cost                            |
| Night Depository Services      | No Cost   | No Cost                            | No Cost                            |
| Safe Deposit Box               | 10" x 10" Box at no cost + additional provided at no cost based on availability | 10" x 10" Box at no cost           | 10" x 10" Box at no cost           |
| Remote Deposit Capture         | Will provide equipment and No Cost  | Will provide equipment and No Cost | Will provide equipment and No Cost |
| <b>OPTIONAL SERVICES:</b>      |   |                                    |                                    |
| Purchasing Cards/Payroll Cards | N/A   | No Cost                            | N/A                                |

| <b>Ongoing Current Services:</b>           | <b>Estimated Annual Volume</b> |     |     |     |
|--|--------------------------------|-----|-----|-----|
| Account Maintenance (14 accts x 12 months) | 168                            | \$0 | \$0 | \$0 |
| Paper Credits                              | 50,000                         | \$0 | \$0 | \$0 |
| Paper Debits                               | 4,000                          | \$0 | \$0 | \$0 |
| Electronic Credits                         | 500                            | \$0 | \$0 | \$0 |
| Electronic Debits                          | 500                            | \$0 | \$0 | \$0 |
| Deposited Items                            | 750                            | \$0 | \$0 | \$0 |
| Deposited Items Returned                   | 40                             | \$0 | \$0 | \$0 |
| Coin Deposits (soda account)               | 15                             | \$0 | \$0 | \$0 |

7a

|   |     |     |     |     |
|---|-----|-----|-----|-----|
| FDIC Charge   |     | \$0 | \$0 | \$0 |
| Returned Check Image Copy                           |     | \$0 | \$0 | \$0 |
| Account inquiry                                     |     | \$0 | \$0 | \$0 |
| Overdraft Fees                                      |     | \$0 | \$0 | \$0 |
| <b>Account Reconciliation Services</b>              |     |     |     |     |
| Positive Pay Maintenance                            |     | \$0 | \$0 | \$0 |
| Positive Pay per item                               |     | \$0 | \$0 | \$0 |
| Positive Pay – Exception Items                      |     | \$0 | \$0 | \$0 |
| ARP Manual Input                                    |     | \$0 | \$0 | \$0 |
| File Confirmation Per Email                         |     | \$0 | \$0 | \$0 |
| <b>On Line Banking</b>                              |     |     |     |     |
| ACH Received Item Report- Accts                     | 500 | \$0 | \$0 | \$0 |
| Returned Item Report                                |     | \$0 | \$0 | \$0 |
| Token Monthly Maintenance                           |     | \$0 | \$0 | \$0 |
| On Line Banking Current Day Detail                  |     | \$0 | \$0 | \$0 |
| On Line Banking Prior Day Account                   |     | \$0 | \$0 | \$0 |
| On Line Banking Prior Day Module                    |     | \$0 | \$0 | \$0 |
| On Line Banking Prior Day Detail Trx                |     | \$0 | \$0 | \$0 |
| On Line Banking Online DDA Statement                |     | \$0 | \$0 | \$0 |
| Book Transfer Monthly Maint Acct/Internal Transfers |     | \$0 | \$0 | \$0 |
| Stop Payments Monthly Maint                         |     | \$0 | \$0 | \$0 |
| Stop Payments – Per Stop                            | 10  | \$0 | \$0 | \$0 |
| ACH Monthly Maintenance                             |     | \$0 | \$0 | \$0 |
| Image Monthly Acct. Maint                           |     | \$0 | \$0 | \$0 |
| <b>Wire Transfers</b>                               |     |     |     |     |
| Wire Monthly Maintenance                            |     | \$0 | \$0 | \$0 |
| Incoming Domestic Wire                              | 12  | \$0 | \$0 | \$0 |
| Domestic Repetitive                                 | 160 | \$0 | \$0 | \$0 |
| Outgoing Domestic Wire                              | 160 | \$0 | \$0 | \$0 |
| Internal Transfers                                  | 40  | \$0 | \$0 | \$0 |
| <b>ACH Service</b>                                  |     |     |     |     |

7a

|                                       |           |     |     |     |
|---------------------------------------|-----------|-----|-----|-----|
| ACH Monthly Maintenance               |           | \$0 | \$0 | \$0 |
| ACH Process Run                       |           | \$0 | \$0 | \$0 |
| ACH Originated Item                   | 12        | \$0 | \$0 | \$0 |
| ACH Received Item                     | 500       | \$0 | \$0 | \$0 |
| PC ACH Direct Monthly Maint           |           | \$0 | \$0 | \$0 |
| PC ACH Direct Process Run             |           | \$0 | \$0 | \$0 |
| PC ACH Direct Item                    |           | \$0 | \$0 | \$0 |
| ACH Block Monthly Maint Per Acct      |           | \$0 | \$0 | \$0 |
| ACH Filter Monthly Maint Per Acct     |           | \$0 | \$0 | \$0 |
| ACH Return Per Item                   | 36        | \$0 | \$0 | \$0 |
| ACH Return/NOC Emailed                |           | \$0 | \$0 | \$0 |
| <b>Positive Pay</b>                   |           |     |     |     |
| # of Check Runs                       | 30-45     | \$0 | \$0 | \$0 |
| <b>Safekeeping (incl. reporting):</b> |           |     |     |     |
| Interest Received                     |           | \$0 | \$0 | \$0 |
| Maturities/Calls                      |           | \$0 | \$0 | \$0 |
| Investment Settlement (DVP)           |           | \$0 | \$0 | \$0 |
| Account Maintenance                   |           | \$0 | \$0 | \$0 |
| Price to Market Report                |           | \$0 | \$0 | \$0 |
| <b>Banking Supplies:</b>              |           |     |     |     |
| Coin Wrappers                         | As needed | \$0 | \$0 | \$0 |
| Standard Deposit Slip Books           | As needed | \$0 | \$0 | \$0 |
| Standard business checks              | As needed | \$0 | \$0 | \$0 |
| Check Stock                           | As needed | \$0 | \$0 | \$0 |
| Loxing Bank Bags                      | As needed | \$0 | \$0 | \$0 |
| <b>Miscellaneous Services:</b>        |           |     |     |     |
| Night Depository Service              | 150-175   | \$0 | \$0 | \$0 |
| Safe Deposit Box (LG)                 |           | \$0 | \$0 | \$0 |
| Purchasing Cards                      |           | \$0 | \$0 | \$0 |
| Fee for audit confirmations           | 1         | \$0 | \$0 | \$0 |

7a

**Interest Calculation:**

\$19 million Average Annual Balance :

|                                  |               |               |               |
|----------------------------------|---------------|---------------|---------------|
|                                  | \$ 5,000,000  | \$ 19,000,000 | \$ 19,000,000 |
|                                  | 1.00%         | 0.25%         | 0.51%         |
|                                  | <hr/>         | <hr/>         | <hr/>         |
|                                  | \$ 50,000     | \$ 47,500     | \$ 96,900     |
|                                  | \$ 13,000,000 |               |               |
|                                  | 0.25%         |               |               |
|                                  | <hr/>         |               |               |
|                                  | \$ 32,500     |               |               |
|                                  | \$ 1,000,000  |               |               |
|                                  | 0.25%         |               |               |
|                                  | <hr/>         |               |               |
|                                  | \$ 2,500      |               |               |
| Estimated Annual Interest Earned | <hr/> <hr/>   |               |               |
|                                  | \$ 85,000     |               |               |

\$17 million Average Annual Balance :

|                                  |               |               |               |
|----------------------------------|---------------|---------------|---------------|
|                                  | \$ 5,000,000  | \$ 17,000,000 | \$ 17,000,000 |
|                                  | 1.00%         | 0.25%         | 0.51%         |
|                                  | <hr/>         | <hr/>         | <hr/>         |
|                                  | \$ 50,000     | \$ 42,500     | \$ 86,700     |
|                                  | \$ 11,000,000 |               |               |
|                                  | 0.25%         |               |               |
|                                  | <hr/>         |               |               |
|                                  | \$ 27,500     |               |               |
|                                  | \$ 1,000,000  |               |               |
|                                  | 0.25%         |               |               |
|                                  | <hr/>         |               |               |
|                                  | \$ 2,500      |               |               |
| Estimated Annual Interest Earned | <hr/> <hr/>   |               |               |
|                                  | \$ 80,000     |               |               |

\$15 million Average Annual Balance :

|                                  |              |               |               |
|----------------------------------|--------------|---------------|---------------|
|                                  | \$ 5,000,000 | \$ 15,000,000 | \$ 15,000,000 |
|                                  | 1.00%        | 0.25%         | 0.51%         |
|                                  | <hr/>        | <hr/>         | <hr/>         |
|                                  | \$ 50,000    | \$ 37,500     | \$ 76,500     |
|                                  | \$ 9,000,000 |               |               |
|                                  | 0.25%        |               |               |
|                                  | <hr/>        |               |               |
|                                  | \$ 22,500    |               |               |
|                                  | \$ 1,000,000 |               |               |
|                                  | 0.25%        |               |               |
|                                  | <hr/>        |               |               |
|                                  | \$ 2,500     |               |               |
| Estimated Annual Interest Earned | <hr/> <hr/>  |               |               |
|                                  | \$ 75,000    |               |               |

7a

\$14 million Average Annual Balance :

|                                  |                       |                 |                 |
|----------------------------------|-----------------------|-----------------|-----------------|
|                                  | \$ 5,000,000          | \$ 14,000,000   | \$ 14,000,000   |
|                                  | 1.00%                 | 0.25%           | 0.51%           |
|                                  | <hr/> \$ 50,000       | <hr/> \$ 35,000 | <hr/> \$ 71,400 |
|                                  | \$ 8,000,000          |                 |                 |
|                                  | 0.25%                 |                 |                 |
|                                  | <hr/> \$ 20,000       |                 |                 |
|                                  | \$ 1,000,000          |                 |                 |
|                                  | 0.25%                 |                 |                 |
|                                  | <hr/> \$ 2,500        |                 |                 |
| Estimated Annual Interest Earned | <hr/> <hr/> \$ 72,500 |                 |                 |

**Analysis:**

Average Balance for City of Washington for prior year was \$19 million \$13.5 million BFC and \$5.5 million BOW

Average 10 Year (2012-2022) Prior Balance for the City was \$18 million

Average 5-Year (2011-2015) Prior Balance for the City was \$15 million

**Projected Cash Balances :**

|  |                     | 2021 Comparison     |
|--|---------------------|---------------------|
| Estimated August 2023 Cash Balance         | \$ 19,000,000       | \$ 18,000,000       |
| Estimated Capital Outlay September/October | (1,000,000)         | (5,150,000)         |
| Estimated Revenue Source November          | 1,500,000           | 1,000,000           |
| Estimated Capital Outlay (ARPA)            | (1,500,000)         |                     |
|  | <hr/> \$ 18,000,000 | <hr/> \$ 13,850,000 |
|  | <hr/> <hr/>         | <hr/> <hr/>         |

**Estimated Cost to Switch Banks:**

75 to 100 ACH/Wires & Other Monthly/Quarterly/Annual Items

Approximately 1 hour staff time to contact various agency, obtain paperwork, complete, fill out and change in system, route to all depts affected, etc.

\$25 per hour (Wages + Benefits) x 75 = \$1,875 x 100 = \$2,500

Estimated time to change internal forms: \$100

Estimated time to change accounting software, credit card companies, all other intergrated software: \$750

Change out check scanning software/hardware (NOC): \$100

Grand Total Estimated Cost to Switch Banks: \$3,000-\$3,500

7a

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

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

AN ORDINANCE ACCEPTING THE BID FROM  
MODERN AUTO FOR THE PURCHASE OF A 2024  
CHEVROLET SILVERADO 3500HD 4WD CREW CAB  
& CHASSIS

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 Bid from Modern Auto for the purchase of a 2024 Chevrolet Silverado 3500HD 4WD Crew Cab & Chassis. A copy of the bid is attached and is 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



To whom It may concern:

As requested, here is the bid for the Washington Fire Department on a 2024 Chevrolet Silverado Crew Cab & Chassis (CK31043). As per the provided specs, the MSRP on the truck is \$53,119. The out the door price on the truck is \$49,614. We did not include any type of bed in this bid. We have no timeframe for delivery on this truck.

Please call us with any questions.

636-239-6777

Thank you,

Luke Daugherty  
Modern Auto Co.  
6224 Highway 100  
Washington, MO 63090  
636-239-6777  
[www.ModernAutoCo.com](http://www.ModernAutoCo.com)

6224 Hwy 100 · Washington, Missouri 63090  
[www.modernautoco.com](http://www.modernautoco.com) · email: [info@modernautoco.com](mailto:info@modernautoco.com)  
636-239-6777 · 1-800-748-7851 · fax: 636-239-0664



Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

### Price Summary

#### PRICE SUMMARY

|                    | MSRP               |
|--------------------|--------------------|
| Base Price         | \$50,200.00        |
| Total Options      | \$1,023.00         |
| Vehicle Subtotal   | \$51,223.00        |
| Destination Charge | \$1,895.00         |
| <b>Grand Total</b> | <b>\$53,118.00</b> |

\$ 49,614

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 19908. Data Updated: Jul 11, 2023 8:41:00 PM PDT.





Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

### Window Sticker

#### SUMMARY

[Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck MSRP: \$50,200.00

Interior: Jet Black, Vinyl seat trim

Exterior 1: Red Hot

Exterior 2: No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, Allison 10-Speed automatic

#### OPTIONS

| CODE           | MODEL   | MSRP        |
|----------------|---|-------------|
| CK31043        | [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck  | \$50,200.00 |
| <b>OPTIONS</b> |   |             |
| 1WT            | Work Truck Preferred Equipment Group  | \$0.00      |
| 5N5            | Rear Camera Kit.  | \$73.00     |
| AZ3            | Seats, front 40/20/40 split-bench   | \$0.00      |
| DBG            | Mirrors, outside power-adjustable vertical trailinging Inc.                                   |             |
| FE9            | Emissions, Federal requirements   | \$0.00      |
| G7C            | Red Hot   | \$0.00      |
| GT4            | Rear axle, 3.73 ratio   | \$0.00      |
| H2G            | Jet Black, Vinyl seat trim  | \$0.00      |
| IOR            | Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo | \$0.00      |
| K34            | Cruise control, electronic Inc.   |             |
| K4Z            | Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr  | \$135.00    |
| KW5            | Alternator, 220 amps Inc.   |             |
| L8T            | Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline                     | \$0.00      |
| MKM            | Transmission, Allison 10-Speed automatic  | \$0.00      |
| NZZ            | Skid Plates Inc.  |             |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 19908. Data Updated: Jul 11, 2023 8:41:00 PM PDT.

76



Vehicle: [Fleet] 2024 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✓ Complete)

|                    |  |                    |
|--------------------|--|--------------------|
| PYW                | Wheels, 17" (43.2 cm) painted steel        | \$0.00             |
| QZT                | Tires, LT235/80R17E all-terrain, blackwall | \$0.00             |
| R9L                | Deleted 3 Years of Remote Access           | (\$300.00)         |
| VYU                | Snow Plow Prep Package                     | \$300.00           |
| ZLQ                | WT Fleet Convenience Package               | \$435.00           |
| ZZT                | Tire, spare LT235/80R17E all-terrain       | \$380.00           |
| <b>SUBTOTAL</b>    |  | <b>\$51,223.00</b> |
| Adjustments Total  |  | \$0.00             |
| Destination Charge |  | \$1,895.00         |
| <b>TOTAL PRICE</b> |  | <b>\$53,118.00</b> |

**FUEL ECONOMY**

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 19908. Data Updated: Jul 11, 2023 8:41:00 PM PDT.

76



July 10, 2023

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

RE: Utility Truck

Dear Honorable Mayor and City Council:

The fire department has a 2012 Chevrolet 2500 truck that has become a multi-use response truck. One of the primary roles was a tow vehicle, however the use has morphed over time to be a primary medical response and advanced warning vehicle. It has been instrumental with medical responses and support for advanced warning of traffic collisions, particularly on highways.

In evaluation of needs, it has been found that a truck more purpose built for response to vehicle accidents and support of special rescue operations is needed. This includes adding more supplies to support vehicle accidents while maintaining the capabilities as a tow vehicle.

The fire department sought bids for a 2024 Chevrolet Silverado 3500HD, four door as the Ford F350 trucks were no longer available. The best price for a package truck was from Modern Auto with a truck price of \$49,614 and a 60" Knapheide bed with a price not to exceed \$18,736. This number is higher than the quote to account for possibility of paint change the vendor indicated. Total for truck and bed would be \$68,350.00.

This truck was budgeted in the 2022-23 budget at \$68,000, however, due to constraints of supply, these trucks were not available. The budget money would roll to the next budget year for this purchase.

The fire department intends to keep 2012 Chevrolet as a utility pickup in the fleet.

If you have any questions, please let me know.

Yours in service,

Tim Frankenberg, CFPS, CSP  
Fire Chief

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

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

AN ORDINANCE ACCEPTING THE QUOTE FROM  
KNAPHEIDE FOR THE PURCHASE OF A 60"  
KNAPHEIDE BED

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 Knapheide for the purchase of a 60" Knapheide Bed. A copy of the quote is attached and is 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



10101 MID RIVERS MALL DR  
 SAINT PETERS, MO 63376-3975  
 www.knapheide.com

**QUOTE:**  
**130561-1**  
**Quote Expiration:**  
**08/09/2023**

**Contact(s): Stephen Sullentrup (Outside Sales)**  
 ss049t@knapheide.com  
 3144356079

**Customer Information:**

**Customer:** Don Brown Chevrolet  
**ID:** 28052  
**Address:** 2244 S KINGS HIGHWAY  
 A/P/PATTY  
 ST LOUIS, MO 63110

**Phone:** 3147721400  
**Contact:** Jeremy Kennedy  
**End Customer:** City Of Washington

**Terms:** NET 30 DAYS  
**Bid Spec:**

**Description:** 6108d54h60

**Quote Information:**

**Customer Request Date:**  
**Quote Completed Date:**  
**# of Units:** 1

**Delivery Information:**

**Total Price Includes F.O.B.:**  
**Ship Via:** Customer Pick Up  
**Ship To:** Knapheide St. Louis  
 10101 MID RIVERS MALL DR  
 SAINT PETERS, MO 63376-3975

**Vehicle Information:**

**Make:** Chevrolet  
**Chassis Type:** Chassis Cab  
**Rear Axle Type:** DRW  
**Fuel Type:** Gas  
**GVWR:** 14000

**Model:** 3500HD  
**Cab Type:** Crew  
**Drivetrain:** 4x4  
**Transmission Type:** Auto

**Year:** 2023  
**Cab to Axle:** 60  
**Engine Size:** 6.6  
**Wheelbase:** 176.7

| Item       | Description  | Quantity | Total |
|------------|--|----------|-------|
| 6108D54H60 | 6108D54H60 Service Body<br>Overall Dimension: 107.25" Long x 94" Wide<br>Cargo Area: 54" Wide x 44" High<br>Side Compartment: 60" High x 20" Deep<br>Street Side Compartmentation:<br>Front Vertical: 35.25" Long x 60" High<br>Horizontal: 44.75" Long x 28.5" High<br>Rear Vertical: 27.25" Long x 60" High<br>Curbside Compartmentation:<br>Front Vertical: 35.25" Long x 60" High<br>Horizontal: 44.75" Long x 28.5" High<br>Rear Vertical: 27.25" Long x 60" High<br>Standard Shelving:<br>*(2) Adjustable Divider Shelves in Each Front Vertical Compartment<br>*(1) Bolt-In Divider Shelf Curbside Horizontal Compartment<br>*(1) Adjustable Divider Shelf in Each Rear Vertical Compartment<br>*(28) Shelf Dividers<br>Warranty: Standard Knapheide Limited Warranty<br>Weight: 1738 lbs | 1.00     |       |
| 34087832   | 6-Circuit Wire Harness Adapter<br>2020 or Newer GM C/K 3500  | 1.00     |       |
| 20089940   | Quick Mount Kit for Service Body with 6" Understructure<br>for 2011 and Newer GM 3500HD with 60"CA   | 1.00     |       |
| 20128850   | LED Surface Mount Light Kit<br>New Style Stop/Turn/Fall Light and Backup Light with Amber Strobe Feature   | 1.00     |       |
| 35081005   | 35291116 Light kit for 80" and wider   | 1.00     |       |
| 34861872   | 84" Wide Galva-Grip Recessed Bumper with KnapLiner<br>for Service Body<br>83.63" Wide x 8.86" Deep   | 1.00     |       |



7c

|  |  |                  |                    |
|--|--|------------------|--------------------|
|  | <b>Weight: 69.18lbs</b>  |                  |                    |
| 34879956   | Class V Receiver Hitch for Service Bodies<br>2.5" Receiver Tube<br>21,000lb Maximum Gross Trailer Weight<br>4,200lb Maximum Tongue Weight<br>Black<br>Weight: 70.59lbs<br>**Do Not Exceed the Towing Capacity Specified by the Chassis Manufacturer if It Is Less Than the Above Stated Capacity** | 1.00             |                    |
| 28230161   | LED Compartment Light Kit  | 1.00             |                    |
| 12256319   | Upfitter Switch Power Harness<br>for Use to Power Rear Strokes or Compartment Lights on Chassis with Factory Upfitter Switch   | 1.00             |                    |
| 36463387   | commercial grade bedliner applied to all load area surfaces, black   | 1.00             |                    |
| 35456594   | material to paint body white   | 1.00             |                    |
| PACKAGE  | installation labor   | 1.00             |                    |
| <b>Total does not include any applicable taxes or transportation charges unless specifically noted herein:</b> |  | <b>Subtotal:</b> | <b>\$16,936.00</b> |
|  |  | <b>Total:</b>    | <b>\$16,936.00</b> |

Customer PO

Total Price

**Credit Card Policy:** We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

**Cancellation Policy:** Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation.

**Payment Policy:** Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

**Pricing Policy:** Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

**Return Policy:** All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Eq. Co-si terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location



July 10, 2023

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

RE: Utility Truck

Dear Honorable Mayor and City Council:

The fire department has a 2012 Chevrolet 2500 truck that has become a multi-use response truck. One of the primary roles was a tow vehicle, however the use has morphed over time to be a primary medical response and advanced warning vehicle. It has been instrumental with medical responses and support for advanced warning of traffic collisions, particularly on highways.

In evaluation of needs, it has been found that a truck more purpose built for response to vehicle accidents and support of special rescue operations is needed. This includes adding more supplies to support vehicle accidents while maintaining the capabilities as a tow vehicle.

The fire department sought bids for a 2024 Chevrolet Silverado 3500HD, four door as the Ford F350 trucks were no longer available. The best price for a package truck was from Modern Auto with a truck price of \$49,614 and a 60" Knapheide bed with a price not to exceed \$18,736. This number is higher than the quote to account for possibility of paint change the vendor indicated. Total for truck and bed would be \$68,350.00.

This truck was budgeted in the 2022-23 budget at \$68,000, however, due to constraints of supply, these trucks were not available. The budget money would roll to the next budget year for this purchase.

The fire department intends to keep 2012 Chevrolet as a utility pickup in the fleet.

If you have any questions, please let me know.

Yours in service,

Tim Frankenberg, CFPS, CSP  
Fire Chief

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

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

AN ORDINANCE ACCEPTING THE BID FROM CHRIS  
AUFFENBERG FORD FOR THE PURCHASE OF TWO  
(2) 2024 FORD EXPEDITION SSV RESPONSE  
VEHICLES

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Bid from  
Chris Auffenberg Ford for the purchase of a Two (2) 2024 Ford Expedition SSV  
Response Vehicles. A copy of the bid is attached and is 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

RETAIL Stock No. Order  
 BUYERS Date 07/12/2023  
 ORDER Salesman Leonce Prophete

Purchaser Washington Fire District St. Address  
 City Washington State Missouri County Franklin Zip Telephone (573) 473-7785  
 I hereby agree to purchase from you under the terms and conditions specified, the following:  New  Used Year  
 Email h.dieckhaus@yahoo.com

Make Ford Body XL Model Expedition Color White Upholstery  
 VIN Order # 0701 Ign. Key No. R.D. Key No. Mileage

|  |      |             |       |           |  |
|--|------|-------------|-------|-----------|--|
| Ford Expedition  |      | \$60341.26  |       |           |  |
| Remote Start   |      |             |       |           |  |
| Floor Liners, 1st & 2nd row  |      |             |       |           |  |
| <b>PURCHASER'S CERTIFICATION</b>   |      |             |       |           |  |
| 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND |      |             |       |           |  |
| 2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at the time of delivery; AND   |      |             |       |           |  |
| <b>TRANSIT DAMAGE</b>  |      |             |       |           |  |
| 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.  |      |             |       |           |  |
| <b>KNOWN DEFECTS</b>   |      |             |       |           |  |
| 4. All equipment (excluding tires) as appraised on my trade-in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:   |      |             |       |           |  |
| AND  |      |             |       |           |  |
| TOTAL CASH DELIVERED PRICE   |      |             |       | 58,001.55 |  |
| LESS TRADE-IN ALLOWANCE  |      |             |       | 0.00      |  |
| NET TRADE DIFFERENCE   |      |             |       | 58,001.55 |  |
| BALANCE OWED ON TRADE-IN   |      |             |       | 0.00      |  |
| Administration Fee   |      |             |       | 408.45    |  |
| TOTAL  |      |             |       | 58,410.00 |  |
| REBATE   |      |             |       | 0.00      |  |
| TOTAL CASH DUE ON SALE   |      |             |       | 0.00      |  |
| BALANCE DUE  |      |             |       | 58,410.00 |  |
| BALANCE OWED TO  |      |             |       |           |  |
| ADDRESS  |      |             |       |           |  |
| CASH DEPOSIT WITH ORDER (REC'T NO.)  |      |             |       |           |  |
| CASH TO BE PAID AT TIME OF DELIVERY  |      |             |       |           |  |
| DESCRIPTION OF TRADE-IN:   |      | MILEAGE: 0  |       |           |  |
| VIN  |      | LIC. NO.    |       |           |  |
| YEAR   | MAKE | MODEL       | COLOR | BODY      |  |
| ACCEPTED DEALER BY   |      |             |       |           |  |
| E-MAIL   |      |             |       |           |  |
| UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT (SEE SECTIONS 3,6,7 ON REVERSE).  |      |             |       |           |  |
| AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.   |      |             |       |           |  |
| MY/OUR INITIALS BELOW INDICATE I/WE HAVE BEEN INFORMED OF, AND UNDERSTAND FULLY, THE ABOVE REFERENCED ADMINISTRATIVE FEE.  |      |             |       |           |  |
| Initials: _____  |      | Date: _____ |       |           |  |

DR. LIC. NO. STATE

**B. ARBITRATION**  
 MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy, or dispute that qualifies to small claims court rather than arbitration.

b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, by the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

d. No claim, controversy or dispute may be joined in any arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.

X \_\_\_\_\_ Date: 07/12/2023  
 X \_\_\_\_\_ Date: 07/12/2023

7d



Preview Order 0701 - U1G 4x4 XL: Order Summary , Time of Preview: 07/12/2023 10:01:17 Recalpt: 7/6/2023

Dealership Name: Chris Auffenberg Ford

Sales Code : F53345

|               |               |               |       |              |            |             |      |
|---------------|---------------|---------------|-------|--------------|------------|-------------|------|
| Dealer Rep.   | Scott Helmig  | Type          | Fleet | Vehicle Line | Expedition | Order Code  | 0701 |
| Customer Name | Washington FD | Priority Code | K1    | Model Year   | 2024       | Price Level | 415  |

| DESCRIPTION                 | MSRP    | DESCRIPTION                   | MSRP         |
|-----------------------------|---------|-------------------------------|--------------|
| U1G0 EXPEDITION XL 4X4      | \$58405 | .3.73 RATIO REGULAR AXLE      | \$0          |
| TOTAL BASE VEHICLE          | \$58405 | HEAVY-DUTY TRAILER TOW PKG    | \$995        |
| OXFORD WHITE                | \$0     | RUNNING BOARDS,PLATFORM       | \$405        |
| XL CLOTH BUCKET SEATS       | \$0     | 2ND ROW CLOTH 40/20/40 BENCH  | \$110        |
| BLACK ONYX                  | \$0     | 18" MACH ALUM WHL W/PNTD PKTS | \$0          |
| EQUIPMENT GROUP 102A        | \$-2080 | FRONT LICENSE PLATE BRACKET   | \$0          |
| .CONTROLTRAC WITH 3.73 ELSD | \$0     | SPECIAL FLEET ACCOUNT CREDIT  | \$0          |
| .SKID PLATES                | \$0     | FUEL CHARGE                   | \$0          |
| .3.5L ECOBOOST V6 ENGINE    | \$0     | PRICED DORA                   | \$0          |
| .10SPD AUTO TRANS W/SLCTSHT | \$0     | ADVERTISING ASSESSMENT        | \$0          |
| P275/65R18 A/T TIRES        | \$0     | DESTINATION & DELIVERY        | \$1895       |
| TOTAL BASE AND OPTIONS      |         |                               | MSRP \$59730 |
| DISCOUNTS                   |         |                               | NA           |
| TOTAL                       |         |                               | \$59730      |

ORDERING FIN: OD114 END USER FIN: OD114

|                    |                 |
|--------------------|-----------------|
| Customer Name:     | Customer Email: |
| Customer Address:  | Customer Phone: |
| Customer Signature | Date            |

*This order has not been submitted to the order bank.  
This is not an invoice.*

7d

RETAIL Stock No. Order \_\_\_\_\_  
 BUYERS Date 07/12/2023  
 ORDER Salesman Leonce Propete

Purchaser Washington Fire District St. Address \_\_\_\_\_  
 City Washington State Missouri County Franklin Zip \_\_\_\_\_ Telephone (573) 473-7785  
 I hereby agree to purchase from you under the terms and conditions specified, the following:  New  Used Year \_\_\_\_\_  
 Email h.dieckhaus@yahoo.com

Make Ford Body XL Model Expedition Color Red Upholstery \_\_\_\_\_  
 VIN Order # 0702 Ign. Key No. \_\_\_\_\_ R.D. Key No. \_\_\_\_\_ Mileage \_\_\_\_\_

|                             |            |  |  |
|-----------------------------|------------|--|--|
| Ford Expedition             | \$60341.26 |  |  |
| Remote Start                |            |  |  |
| Floor Liners, 1st & 2nd row |            |  |  |

**PURCHASER'S CERTIFICATION**  
 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND

2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at the time of delivery; AND

**TRANSIT DAMAGE**  
 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

**KNOWN DEFECTS**  
 4. All equipment (including tires) as appraised on my trade will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:

AND  
 IF NONE, SO STATE

5. THIS IS A CASH SALE

6. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING.

7. I certify that I am 18 years of age, or older, and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. I have authorized you to check my credit and employment history and to provide and/or obtain information about credit experience with me/us.

**"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."**

X

X

DR. LIC. NO. \_\_\_\_\_ STATE \_\_\_\_\_

**a. ARBITRATION**  
 MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS.

- a. The Federal Arbitration Act, and state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to litigate any claim, controversy, or dispute that qualifies to small claims court rather than arbitration.
- b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, by the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.
- c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.
- d. No claim, controversy or dispute may be join in any arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is included under this Agreement.

X \_\_\_\_\_ Date: 07/12/2023

X \_\_\_\_\_ Date: 07/12/2023

TOTAL CASH DELIVERED PRICE 58,001.55

LESS TRADE-IN ALLOWANCE 0.00

NET TRADE DIFFERENCE 58,001.55

BALANCE OWED ON TRADE-IN 0.00

Administration Fee 408.45

TOTAL 58,410.00

REBATE 0.00

TOTAL CASH DUE ON SALE 0.00

BALANCE DUE 58,410.00

BALANCE OWED TO \_\_\_\_\_

ADDRESS \_\_\_\_\_

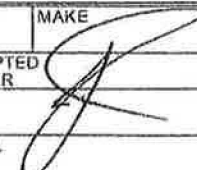
CASH DEPOSIT WITH ORDER (REC'T NO.) \_\_\_\_\_

CASH TO BE PAID AT TIME OF DELIVERY \_\_\_\_\_

DESCRIPTION OF TRADE-IN: \_\_\_\_\_ MILEAGE: 0

VIN \_\_\_\_\_ LIC. NO. \_\_\_\_\_

| YEAR | MAKE | MODEL | COLOR | BODY |
|------|------|-------|-------|------|
|      |      |       |       |      |

ACCEPTED DEALER BY 

E-MAIL \_\_\_\_\_

UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT (SEE SECTIONS 3,6,7 ON REVERSE).

AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.

MY/OUR INITIALS BELOW INDICATE I/WE HAVE BEEN INFORMED OF, AND UNDERSTAND FULLY, THE ABOVE REFERENCED ADMINISTRATIVE FEE.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_



Preview Order 0702 - U1G 4x4 XL: Order Summary Time of Preview: 07/12/2023 10:00:58 Receipt: 7/6/2023

Dealership Name: Chris Auffenberg Ford

Sales Code : F53345

|               |               |               |       |              |            |             |      |
|---------------|---------------|---------------|-------|--------------|------------|-------------|------|
| Dealer Rep.   | Scott Helmig  | Type          | Fleet | Vehicle Line | Expedition | Order Code  | 0702 |
| Customer Name | Washington FD | Priority Code | K1    | Model Year   | 2024       | Price Level | 415  |

| DESCRIPTION                  | MSRP    | DESCRIPTION                   | MSRP         |
|------------------------------|---------|-------------------------------|--------------|
| U1G0 EXPEDITION XL 4X4       | \$58405 | .3.73 RATIO REGULAR AXLE      | \$0          |
| TOTAL BASE VEHICLE           | \$58405 | HEAVY-DUTY TRAILER TOW PKG    | \$995        |
| RACE RED                     | \$0     | RUNNING BOARDS,PLATFORM       | \$405        |
| XL CLOTH BUCKET SEATS        | \$0     | 2ND ROW CLOTH 40/20/40 BENCH  | \$110        |
| BLACK ONYX                   | \$0     | 18" MACH ALUM WHL W/PNTD PKTS | \$0          |
| EQUIPMENT GROUP 102A         | \$-2080 | FRONT LICENSE PLATE BRACKET   | \$0          |
| .CONTROLTRAC WITH 3.73 ELSD  | \$0     | SPECIAL FLEET ACCOUNT CREDIT  | \$0          |
| .SKID PLATES                 | \$0     | FUEL CHARGE                   | \$0          |
| .3.5L ECOBOOST V6 ENGINE     | \$0     | PRICED DORA                   | \$0          |
| .10SPD AUTO TRANS W/SLCTSHFT | \$0     | ADVERTISING ASSESSMENT        | \$0          |
| P275/65R18 A/T TIRES         | \$0     | DESTINATION & DELIVERY        | \$1895       |
| TOTAL BASE AND OPTIONS       |         |                               | MSRP \$59730 |
| DISCOUNTS                    |         |                               | NA           |
| TOTAL                        |         |                               | \$59730      |

ORDERING FIN: OD114 END USER FIN: OD114

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*

7d



July 10, 2023

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

RE: Chief SUVs

Dear Honorable Mayor and City Council:

The fire department has extended the life of the Chief's vehicle from a five-year replacement to a seven-year replacement. This was based on mileage at five years and the long-term use of the vehicle as well as consulting with other larger metropolitan fire districts.

The present Chevrolet Tahoe is a 2015 and due to supply chain constraints and manufacturer challenges, the ability to order a new vehicle was non-existent. In discussing with various dealers and Enterprise, the ability to purchase a Tahoe had an ordering window last year of nine hours. There is presently no State Bid available as was in the past for emergency vehicles.

The original plan was to pass the present Tahoe to the Assistant Chief, however, the vehicle now is 8 years old and over 85,000 miles. It is planned to keep the vehicle as a fire department fleet vehicle for a duty officer command vehicle, drone support and for personnel to use as needed.

The fire department has been in discussions with various dealers and the Ford order bank is open. Ford offers a Special Service Vehicle (SSV) that is designed to allow up-fitting for fire and police departments. The fire department sought bids from Chris Auffenberg, Machens Ford and Schicker for a Ford Expedition SSV with the options of four-wheel drive, factory running boards, a tow package, and remote key fobs. The complete bids are attached for review.

There is \$58,000 in the 2022-23 budget and there was \$58,000 planned in the 2023-24 budget to purchase the SUVs. Due to the time frame, both of these vehicles would be out of the 2023-24 budget with this year's budget rolling to the next budget year.

Bids received were from Machens Ford and Chris Auffenberg, Schicker did not respond with a bid. It is recommended to proceed with the lowest bid for two Ford Expedition SSV SUVs for Chief Officer Vehicles from Chris Auffenberg for a total of \$116,820 from the 2023-24 budget. This cost is \$1160 over the original and planned amount and the 23-24 budget will need to be updated to reflect the difference.

Yours in service,

Tim Frankenberg, CFPS, CSP  
Fire Chief

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO AN AGREEMENT WITH ST. FRANCIS BORGIA REGIONAL HIGH SCHOOL, ST. FRANCIS BORGIA GRADE SCHOOL, OUR LADY OF LOURDES SCHOOL AND IMMANUEL LUTHERAN SCHOOL FOR THE ASSIGNMENT OF ONE (1) SCHOOL RESOURCE OFFICER

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

as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an agreement with St. Francis Borgia Regional High School, St. Francis Borgia Grade School, Our Lady of Lourdes School and Immanuel Lutheran School for the assignment of one (1) School Resource Officer. 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

CITY OF WASHINGTON – St. Francis Borgia Regional High School, St. Francis Borgia Grade School, Our Lady of Lourdes School and Immanuel Lutheran School

AGREEMENT FOR SCHOOL RESOURCE OFFICER

**School Resource Officers**

- I. The Washington Police Department will provide one (1) POST commissioned/licensed law enforcement officer to serve as a School Resource Officer on the campus areas of the above named schools.
- II. The School Resource Officer will work within the participating schools during the school year. The School Resource Officers' schedule will be determined in consultation with administrative officials of the participating schools. The School Resource Officer will remain under the operational control and supervision of the Washington Police Department.
- III. The School Resource Officers' duties will include enforcement of the Missouri Criminal Code, the Missouri Juvenile Code and the Municipal Code of the City of Washington, with the goal of ensuring a safe environment for the students, faculty, and staff.
- IV. During periods when the participating schools are not in session the School Resource Officer will return to Washington Police Department duties. While school is in session, School Resource Officers may be assigned to other duties during Washington Police Department emergencies.
- V. School Resource Officers shall remain employees of the City and shall not be considered employees of the participating schools.
- VI. School Resource Officers shall have access to student information, discipline meetings, and administration meetings, as the participating schools deem necessary and subject to the confidentiality and privacy provisions of the Family Education Rights and Privacy Act, the Individuals with Disability Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other state and federal statutory and case law.

**Term**

- I. The term of this agreement will be from \_\_October 1, 2023\_\_, through \_\_September 30, 2024\_\_.

**Payment**

- I. The participating schools will reimburse the City of Washington for the School Resource Officer in the amount of \_\_\$51,300.00\_\_ for service during the term of the agreement.
  - a. The above dollar amount reflects the salary and benefits for one police officer over the calendar months that the participating schools are in session.

- I. The payment will be due \_\_September 30, 2024\_\_.
- II. Payment amount will be adjusted annually to reflect salary adjustments provided by the City of Washington to its employees.
- III. If an officer is unable to perform the expected duties for an extended period of time and no replacement School Resource Officer is assigned to the participating schools, the payment will be pro-rated to reflect the time missed.
- IV. Vacation and Compensation Time will generally be taken by the School Resource Officer while school is not in session unless otherwise arranged.

### **Removal of a School Resource Officer**

- I. In the event the participating schools feel a School Resource Officer is not effectively performing her/his duties and responsibilities, the schools will notify the Chief of Police in writing. The Chief of Police, or designee, will meet with school administration to conference regarding problem(s). The School Resource Officer will be given time to correct or resolve problem(s) if appropriate. If the problem(s) continue to exist or if the problem(s) do not get resolved, the School Resource Officer may be removed from the schools.

### **Termination**

- I. Either party may terminate this agreement without cause upon \_\_30\_\_ days prior written notice to the other party.

### **Notices**

- I. All notices to be served by the parties shall be mailed certified or registered mail, return receipt requested, or delivered in person, at the following addresses:

To the Washington Police Department

Office of the Chief of Police  
301 Jefferson St.  
Washington, MO 63090

To Borgia High School

School Administration  
1000 Borgia Drive  
Washington, MO 63090

To Borgia Grade School

School Administration  
225 Cedar Street  
Washington, MO 63090



To Our Lady of Lourdes School  
School Administration  
1014 Madison Avenue  
Washington, MO 63090

To Immanuel Lutheran School  
School Administration  
214 W 5<sup>th</sup> Street  
Washington, MO 63090

**Governing Provisions**

- I. The provisions of this agreement will be governed by the laws of the State of Missouri.
- II. If a court of competent jurisdiction determines that any provision contained in this agreement, or any party thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the agreement.
- III. This agreement constitutes the entire agreement between the Washington Police Department and St. Francis Borgia High School, St. Francis Borgia Grade School, Our Lady of Lourdes School, and Immanuel Lutheran School and supersedes all prior understandings, whether written or oral, between the parties with regard to the subject matter hereof. Any amendments or modifications to this Agreement must be in writing, approved in a manner required by law for each entity, and signed by the parties.

**AUTHORIZATION SIGNATURES BY REPRESENTATIVES OF CONTRACTED PARTIES-**

BY: \_\_\_\_\_  
St. Francis Borgia High School Representative

BY: \_\_\_\_\_  
Mayor - Washington, MO.

BY: \_\_\_\_\_  
St. Francis Borgia Grade School Representative

BY: \_\_\_\_\_  
Our Lady of Lourdes School Representative

BY: \_\_\_\_\_  
Immanuel Lutheran School Representative

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



**POLICE**  
CITY OF WASHINGTON

**Washington Police Department**  
Chief Jim Armstrong DSN 256

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

Date: July 7, 2023

To: City of Washington Council Members  
Mayor Doug Hagedorn

From: Chief Jim Armstrong

RE: Agreement for School Resource Officer (SRO) for Parochial Schools

Honorable Mayor and City Council,

I am submitting for your approval a City of Washington – Parochial Schools Agreement for a School Resource Officer (SRO).

A few months ago, I was approached by administrators from parochial schools located within the City of Washington regarding a request for a school resource officer. St. Francis Borgia Regional High School, Borgia Grade School, Our Lady of Lourdes School, and Immanuel Lutheran School requested one school resource officer to cover all the schools. After several meetings, the administration of each school came to an agreement. School administration conveyed the need for an SRO and that it would be a long-term commitment. The schools would share the cost for the salary and benefits for the SRO.

The term of the agreement will be from October 1, 2023, through September 30, 2024. The amount paid to the City by the schools is \$51,300.00. This covers salary and benefits for one (1) SRO for nine (9) months; the time school is in session. This amount is consistent with what the Washington School District pays the City for SRO's.

I respectfully request the Council approve this agreement so that we may move forward with training and hiring to replace the SRO.

Respectfully,

*Chief James Armstrong*

Chief Jim Armstrong

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT WITH JOKERST PAVING & CONTRACTING, INC. FOR THE 2023 THIRD STREET OVERLAY AND IMPROVEMENTS PROJECT AND AMEND THE 2023 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Agreement with Jokerst Paving & Contracting, Inc. for the 2023 Third Street Overlay and Improvements Project. A copy of the agreement is attached and is marked as Exhibit A. Said execution is subject to approval by MoDOT.

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

SECTION 3: This ordinance shall amend the 2023 Budget as follows: Transportation Sales Tax Fund 261-- Increase of \$620,000.00 for 2023 Third Street Overlay and Improvements Project Construction Services (261-18-000-541101 Street Improvements).

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

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

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

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

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

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

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

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

Exhibit A

**OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Washington, Missouri (hereinafter called the "Owner") and \_Jokerst Paving & Contracting, Inc. \_\_\_\_\_, a \_\_ Contractor \_\_\_\_\_ with offices located at 12132 State Road CC Festus, MO 63028 (hereinafter called the "Contractor").

The project is identified as Third Street Overlay and Improvements, located in Washington, Missouri, Federal Project No. STP-6401(602), (hereinafter called "Project")

The Engineer is Cochran, with offices located at 737 Rudder Road, Fenton, Missouri 63026 (hereinafter called the "Engineer").

**WITNESSETH:**

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

**ARTICLE I**

**The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Contract, Supplementary Conditions and other Conditions), State Wage Determination, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Contract are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

**ARTICLE II**

**Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement,

written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

**ARTICLE III**

**Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within **180** consecutive calendar days from and including the date of said written Notice to Proceed, or April 30, 2024 (whichever comes first), (whichever comes first), subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$1,100.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

**ARTICLE IV**

**The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of One million five hundred nine thousand nine hundred forty-four dollars and zero cents \_\_\_\_\_ (\$1,509,944.00 ), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

**ARTICLE V****Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

**ARTICLE VI****Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond

the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

**ARTICLE VIII****Termination by Owner**

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.



**ARTICLE IX****Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$3,000,000.
- (b) Comprehensive General Liability and Bodily Injury
  - Including Death: \$3,000,000 each person  
\$3,000,000 each occurrence
  - Property Damage: \$3,000,000 each occurrence  
\$3,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$3,000,000 each person  
\$3,000,000 each occurrence
  - Property Damage: \$3,000,000 each accident
- (d) Owner's Protective Bodily Injury
  - Including Death: \$3,000,000 each occurrence
  - Property Damage: \$3,000,000 each occurrence  
\$3,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "**The City of Washington, Missouri, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project.**"

**ARTICLE X**

**Enumeration of The Contract Documents**

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- a. Owner-Contractor Agreement
- b. Job Special Provisions
- c. The Drawings identified as follows:  
City of Washington, Third Street Overlay and Improvements, STP-6401(602),
- d. 2022 edition of the Missouri Standard Specifications for Highway Construction
- e. Missouri Standard Drawings for Highway Construction
- f. Performance and Payment Bond
- g. State Wage Determination
- h. Subcontractor Approval Form

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

The City of Washington, Missouri  
(Owner)

By \_\_\_\_\_

\_\_\_\_\_  
Title

(SEAL)

Attest: \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Jokerst Paving & Contracting, Inc.  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

(SEAL)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_



July 12, 2023

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

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

Dear Mayor and City Council Members:

On June 22, 2023 the City received the following bids for this project:

|                                    |                       |
|------------------------------------|-----------------------|
| Jokerst Paving & Contracting, Inc. | \$1,509,944.00        |
| K.J. Uinnerstall Construction Co.  | \$1,533,437.45        |
| Raineri Construction               | \$1,642,828.79        |
| Sweetens Concrete Services         | \$1,671,671.67        |
| Infrastructure Management          | \$2,249,832.75        |
| <i>Engineer's Estimate</i>         | <i>\$1,295,938.00</i> |

Find in this packet an ordinance and budget amendment for your consideration that would allow the City to enter into a contract with Jokerst Paving & Contracting, Inc. in the amount of \$1,509,944.00. This award is contingent on MoDOT's concurrence to award which is anticipated in August. The contractor has 180 calendar days once Notice to Proceed has been issued to complete the project or be complete by April 30, 2024, whichever comes first. This project includes a two inch asphalt overlay from Jefferson Street to Highway 47 with total sidewalk and curb and gutter replacement including ADA accessibility upgrades.

The City has budgeted \$907,990.00 and requires a budget amendment of \$620,000.00 to construct this project. The federal grant will reimburse \$678,420.95 of the total construction costs. This ordinance is contingent upon MoDOT approval.

Respectfully submitted,

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

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

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

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

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

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

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

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

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

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

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

Exhibit I

CCO Form: FS09  
Approved: 03/04 (BDG)  
Revised: 12/17 (MWH)  
Modified: 05/23 (MWH)

Route 100, Franklin County  
Project No. SL0180 / S503079  
City of Washington

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Washington (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share and Economic Development Program*; and

WHEREAS, on March 30, 2023, the Cost Share Committee approved the Entity's application to the *Cost Share and Economic Development Program* subject to the terms and conditions of this Agreement.

WHEREAS, on May 3, 2023, the Missouri Highways and Transportation Commission approved the Entity's application to the *Cost Share and Economic Development Program* subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity of the City of Washington in the cost of the Commission's Project SL0180 / S503079.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Route 100 between Route KK and Vossbrink Drive at the proposed Oldenburg Industrial Park site.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's St. Louis District

Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: With regard to project responsibilities under this Agreement, the parties agree to the following:

(A) The Entity shall be responsible for all aspects of the project including preliminary engineering, acquisition of right of way, relocation of utilities, letting of the project, construction, and inspection of the project.

(B) The Entity shall follow the Commission's Local Public Agency (LPA) process.

(C) The Entity shall provide preliminary engineering for the preparation of detailed right-of-way and construction plans and project specifications. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(D) The Entity shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act (**Uniform Act**), as amended and any regulations promulgated in connection with the Act.

(E) The Commission will provide preliminary engineering review, right of way review and construction engineering review.

(F) The Entity shall be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the herein improvement in



accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity shall not award the construction contract without obtaining Commission's written concurrence in the award. The Entity shall submit all required bid concurrence documentation to the Commission at least two (2) weeks prior to the Commission Meeting in which the Entity seeks to request award. If the Entity fails to comply with this provision, the Commission is under no obligation to continue participation in the project.

(G) The Entity shall secure all required federal, state, and local permits as required for design and construction of the improvements. Prior to entering onto the Commission right of way to perform any obligation under this Agreement, the Entity shall obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(H) The Entity shall be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to the current criteria, specifications and requirements established and adopted by the Commission and in accordance with the current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which shall be furnished by the Commission upon request, and, absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The estimated total cost of the project is one million six hundred twenty-five thousand dollars (\$1,625,000). The project cost will include preliminary engineering, preliminary engineering review, right of way acquisition, right of way incidentals, right of way review, utilities, construction, construction engineering, and construction engineering review. The details of the estimated costs breakdown are listed below and in "Exhibit B", which is attached and made part hereof.

(B) The Entity shall be responsible for zero percent (0%) of the Cost Share project cost estimated at one million six hundred twenty-five thousand dollars (\$1,625,000).

(C) The Commission will be responsible for one hundred percent (100%) of the total project cost, currently estimated at one million six hundred twenty-five thousand dollars (\$1,625,000). Of this amount, the Commission shall provide one million six hundred ten thousand dollars (\$1,610,000) from the Commission's Cost Share and Economic Development program, available in State Fiscal Year 2024, and preliminary engineering review, right of way review and construction engineering review provided by

MoDOT personnel estimated to total fifteen thousand dollars (\$15,000).

(D) The Entity is responsible for the balance of the project in excess of one million six hundred twenty-five thousand dollars (\$1,625,000). The Commission will receive any project cost savings.

(E) The Entity shall be responsible for adding this project to the East West Gateway Transportation Improvement Program (TIP) after the execution of this Agreement.

(10) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(13) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(16) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this

Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(17) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(20) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation  
Attn: Thomas Blair  
St. Louis District Engineer  
1590 Woodlake Drive  
Chesterfield, MO 63017  
Email: thomas.blair@modot.mo.gov

Entity to: Sal Maniaci  
Community and Economic Development Director  
405 Jefferson Street  
Washington, MO 63090  
Email: smaniaci@washmo.gov

or to such other place as the parties may designate in accordance with this Agreement.

(21) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or

representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

*Page Intentionally Left Blank; Signatures and Execution Appear on Following Page*

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

Executed by the Entity this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF WASHTINGTON

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance No \_\_\_\_\_

Exhibit A  
Location Map



Exhibit B

**Project Name:** Route 100 Turn Lanes

**MoDOT Project Number:** SL0180 / S503079

**Description:** Turn lanes on Route 100 into the proposed Oldenburg Industrial Park site

**Total Eligible Project Cost Estimate:** \$1,625,000

**Local Entity:** City of Washington

|   | <b>Current Estimate</b> | <b>Cost Share Eligible</b> |
|---|-------------------------|----------------------------|
| Preliminary Engineering                 | \$137,000               | \$137,000                  |
| Preliminary Engineering Review (MoDOT)  | \$5,000                 | \$5,000                    |
| Right of Way Acquisition                | \$25,000                | \$25,000                   |
| Right of Way Incidentals                | \$10,000                | \$10,000                   |
| Right of Way Review (MoDOT)             | \$5,000                 | \$5,000                    |
| Utilities                               | \$100,000               | \$100,000                  |
| Construction                            | \$1,268,000             | \$1,268,000                |
| Construction Engineering                | \$70,000                | \$70,000                   |
| Construction Engineering Review (MoDOT) | \$5,000                 | \$5,000                    |
| <b>Total</b>                            | <b>\$1,625,000</b>      | <b>\$1,625,000</b>         |

**Project Responsibilities:**

|                          |        |
|--------------------------|--------|
| Preliminary Engineering  | Entity |
| Right of Way Acquisition | Entity |
| Utility Coordination     | Entity |
| Letting                  | Entity |
| Construction             | Entity |
| Construction Engineering | Entity |

**Financial Responsibilities:**

|                       |                    |             |
|-----------------------|--------------------|-------------|
| MoDOT Internal Budget | \$15,000           | 1%          |
| Cost Share Funds      | \$1,610,000        | 99%         |
| Entity                | \$0                | 0%          |
| <b>Total:</b>         | <b>\$1,625,000</b> | <b>100%</b> |

**How are overruns and underruns handled?** The Entity shall be responsible for all cost overruns. The Commission will receive all cost savings.



July 11, 2023

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Highway 100 Improvements – MODOT Grant

Mayor & City Council,

On your agenda for the July 17<sup>th</sup> meeting is an agreement with MODOT to complete the improvements necessary for the Oldenburg Industrial Park entrance. The estimated cost of the project is \$1.6 Million, which has been approved by MODOT to be 100% funded by the grant. There are no matching funds from the City necessary at this time, however the agreement does require the City to cover cost overages. The estimate was created by Lochmueller Group, our traffic study engineers, with 2022 prices and allowing for an 8% inflation increase, allowing us to remain comfortable with the estimate.

Feel free to reach out with any questions.

Sincerely,

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

Sal Maniaci  
Community and Economic Development Director



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A SUBRECIPIENT CONTRACT BETWEEN  
THE COUNTY OF FRANKLIN, MISSOURI AND THE CITY  
OF WASHINGTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Subrecipient Contract by and between the City of Washington, Missouri and the County of Franklin, Missouri, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Contract and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

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

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

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

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

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

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

Exhibit I

**SUBRECIPIENT CONTRACT BETWEEN  
THE COUNTY OF FRANKLIN, MISSOURI  
AND THE CITY OF WASHINGTON, MISSOURI**

THIS AGREEMENT is entered into by the County of Franklin, Missouri, a political subdivision of the State of Missouri, herein referred to as COUNTY, and The City of Washington, Missouri, whose address is 405 Jefferson Street, Washington, Missouri 63090, herein referred to as SUBRECIPIENT.

**RECITALS**

WHEREAS, the COUNTY of Franklin, Missouri is a political subdivision established under the laws of the State of Missouri, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in the COUNTY; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations; and

WHEREAS, the COUNTY accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Recitals**

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

**Section 2. Term**

This Agreement is effective upon full execution by both parties.

**Section 3. American Rescue Plan Act Funding**

a) The American Rescue Plan (ARP) Act, Section 603(c)(1) of the Social Security Act, established the \$350 billion Coronavirus State and Local Fiscal Recovery Funds. The United States Department of

Treasury made payments from the Fund to States and eligible units of local government. The American Rescue Plan Act requires that payments from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) only be used to cover expenses that: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure.

b) For the purposes this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub award. This Agreement is entered into based on the following representations:

1. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.

2. The COUNTY received these funds from the Federal government, and the COUNTY has the authority to sub grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below.

3. The COUNTY has authority to disburse the funds under this Agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not-to-exceed \$1,000,000. The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

c) SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.

d) For each SUBRECIPIENT, the COUNTY will assess the risk of successfully fulfilling the project objective pertaining to this agreement. The results of subrecipient risk assessments will have an effect on the frequency and level of scrutiny during the monitoring process and may result in additional requirements being imposed on the SUBRECIPIENT.

- e) The SUBRECIPIENT must comply with 2 CFR 200 for accounting standards and cost principles.
- f) The SUBRECIPIENT must comply with COUNTY rules and 2 CFR 200 for conflicts of interest.
- g) The SUBRECIPIENT shall be responsible for the indirect cost associated with this grant.
- h) SUBRECIPIENT acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments.

i) Award Payment:

a. All payments made under this Agreement shall be on advance or reimbursement basis as approved by the COUNTY. In order to obtain advances or reimbursement for expenditures, the SUBRECIPIENT must file with the COUNTY its request for advance or reimbursement and any other information required to justify and support the payment request. Advances or reimbursement requests may be submitted as frequently as monthly. The final advance or reimbursement request is due on or before January 10, 2025, for costs incurred through December 31, 2024.

b. Advance or reimbursement requests must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:

*By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the advance or reimbursement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).*

c. The COUNTY shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Advances or reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the CSLFRF. The COUNTY retains the right to deny any requests for Funds under this Agreement if in the COUNTY'S sole discretion the request is not for and documentation does not substantiate an eligible expenditure. However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible.

d. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.

e. SUBRECIPIENT acknowledges that the COUNTY intends to award a portion of the CSLFRF funding to SUBRECIPIENT, and further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.

f. SUBRECIPIENT will retain any equipment purchased with CSLFRF funding through December 31, 2026.

g. The ARPA award will be paid as matching funds provided by the SUBRECIPIENT required to complete the Project in an amount not less than forty percent (40%) of the total Project cost. SUBRECIPIENT understands that the ARPA award is intended to assist SUBRECIPIENT in completing its program and does not preclude the SUBRECIPIENT from providing the additional funding required to complete the Project. As such, SUBRECIPIENT agrees to and understands that the ARPA award is supplemental to the project and payment of such award is contingent upon Subrecipient's agreement to complete the intended Project in full.

#### Section 4. Enforcement

SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section 4 shall survive the termination of this Agreement.

#### Section 5. Recapture of Expenses

A. Any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.

C. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later determined

by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.

D. If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to COUNTY and mailed directly to the COUNTY pursuant to Section 18 Notice and this Agreement.

E. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.

Section 6. Maintenance and Review of Records

SUBRECIPIENT shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CSLFRF funding as outlined in the United States Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, or as maybe amended, which, among other things, shall enable ready identification of SUBRECIPIENT'S cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as COUNTY may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's

Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

Section 7. Monitoring

The SUBRECIPIENT agrees to permit persons duly authorized by the COUNTY, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the SUBRECIPIENT and/or interview any clients and employees of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the SUBRECIPIENT reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the SUBRECIPIENT of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the COUNTY will deliver to the SUBRECIPIENT a written report regarding the manner in which services are being provided. The SUBRECIPIENT will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the COUNTY with a reasonable and acceptable justification for not correcting the noted shortcomings. The SUBRECIPIENT'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

Section 8. Audits

A. The COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the SUBRECIPIENT and the COUNTY. When conducting an audit of the SUBRECIPIENT'S performance under this Agreement, the COUNTY must use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

B. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the COUNTY of all Funds not spent in accordance with these applicable regulations and this Agreement, within fourteen (14) days after the COUNTY has notified the SUBRECIPIENT of such non-compliance.



C. If the COUNTY elects to have the SUBRECIPIENT perform an audit, the SUBRECIPIENT must have all audits completed by an independent auditor. The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the COUNTY no later than six (6) months from the end of the SUBRECIPIENT'S fiscal year.

D. The SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to the COUNTY in accordance with Section 18 Notice.

E. Single Audit Requirements. SUBRECIPIENTS that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 9. Closeout

SUBRECIPIENT will comply with all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per CSLFRF compliance and reporting is 5 years.

Section 10. Indemnification

SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the SUBRECIPIENT, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Termination

This Agreement may be terminated by the SUBRECIPIENT or the COUNTY at any time, with Cause or without Cause, upon not less than thirty (30) days prior written notice delivered to the SUBRECIPIENT as provided for in this Agreement or, at the option of COUNTY, immediately in the event that SUBRECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for costs incurred by SUBRECIPIENT after SUBRECIPIENT has received notice of termination.

Th

Section 12. Remedies

The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

Section 13. Equal Opportunity; Non-Discrimination

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

Section 14. Governing Laws; Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations of the State of Missouri, and venue shall in Franklin County, Missouri.

Section 15. Sunshine Law

This Agreement, including attachments, is subject to disclosure under Missouri's Sunshine Law, law subject to limited applicable exemptions. SUBRECIPIENT acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to SUBRECIPIENT, if a public records request is made for such information, and the COUNTY will not be liable to SUBRECIPIENT for such disclosure.

If SUBRECIPIENT believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, SUBRECIPIENT must include a general description of the information and provide reference to the Missouri Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The COUNTY does not warrant or guarantee that information designated by SUBRECIPIENT as exempt from disclosure is in fact exempt, and if the COUNTY disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

Section 16. Independent Contractor

SUBRECIPIENT acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of the COUNTY. In no event shall any provision of this Agreement make COUNTY liable to any person or entity that contracts with or provides goods or services to SUBRECIPIENT in connection with this Agreement. There is no contractual relationship, either express or implied, between COUNTY or any political subdivision of the State of Missouri and any person or entity supplying any work, labor, services, goods or materials to SUBRECIPIENT as a result of this Agreement.

Section 17. Compliance with Applicable Laws

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder.

Section 18. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Angela Gibson  
County Auditor  
County of Franklin, Missouri  
400 E. Locust Street  
Union, Missouri 63084

As to SUBRECIPIENT:

Darren Lamb  
City Administrator  
City of Washington, Missouri  
405 Jefferson St.  
Washington, Missouri 63090

Section 19. Risk Management

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, SUBRECIPIENT shall protect, defend, indemnify, save and hold the COUNTY, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the SUBRECIPIENT resulting from the SUBRECIPIENT'S work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the SUBRECIPIENT'S performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the COUNTY, its officials, commissioners, employees or agents. Further, SUBRECIPIENT hereby agrees to indemnify the COUNTY for all reasonable expenses and attorney's fees incurred by or imposed upon the COUNTY in connection therewith for any loss, damage,

injury, liability or other casualty. SUBRECIPIENT additionally agrees that the COUNTY may employ an attorney of the COUNTY's own selection to appear and defend any such action, on behalf of the COUNTY, at the expense of the SUBRECIPIENT. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

The SUBRECIPIENT further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the SUBRECIPIENT and not of the COUNTY.

Section 20. Disclaimer of Third-Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Dispute Resolution

In the event of a dispute related to any performance or payment obligation arising under this Agreement, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Missouri, which is the sole venue for any such civil action.

Section 22. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

Section 23. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 24. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 25. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that

are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the SUBRECIPIENT expressly for that purpose.

Section 26. Entire Agreement

It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

**SUBRECIPIENT**


By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY**

By:  \_\_\_\_\_

Date: 6/13/2023

Name: Tim Brinker

Title: Presiding Commissioner

7h

## ATTACHMENT I – GENERAL INFORMATION

- Subrecipient Unique Entity Identifier (UEI) Number: EJ87FBBHTAV7

- Subrecipient name : **City of Washington, Missouri**

*(must match registered name associated with its Unique Entity Identifier in SAM.gov):*

- Federal Award Identification Number (FAIN): N/A

- Pass-Through Entity may have a subaward number (optional): N/A

- Federal Award Date: March 20, 2021

- Subaward Period of Performance Start and End Dates: 4/10/2023 – 12/31/2024

- Subaward Budget Period Start and End Date: 4/10/2023 – 12/31/2024

- Amount of Federal Funds Obligated by this Action: \$1,000,000

- Total Amount of Federal Funds Obligated to the Subrecipient: **\$1,000,000**

- Total Amount of the Federal Award (committed to the Subrecipient by the  
Pass-Through Entity): \$1,000,000

- Federal Award Project Description (50-250 words):

The project will consist of constructing a 1 million gallon water storage tank, with mixer, in the southeast part of the City of Washington, Missouri.

- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of Pass-Through Entity: County of Franklin, MO
- Contact Information for Awarding Official (of the Pass-Through Entity):  
Tim Brinker – tbrinker@franklinmo.gov
- Assistance Listing Number and Title: CFDA # 21.027
- Type of Award: Program or Research (R&D): Program
- Indirect Cost Rate: N/A
- Total Approved Cost Sharing or Matching: **\$1,494,000**

**ATTACHMENT II – SCOPE OF SERVICES/BUDGET – To be completed by Subrecipient**

**Objective #1 (50-250 words):** The project will consist of constructing a 1 million gallon water storage tank, with mixer, in the southeast part of the City of Washington, Missouri.

Activity/Task 1.1: All submittals to the Engineer and approved as well as material and shop fabrications by September 2023.

Activity/Task 1.2: Construction to begin and completed and project closeout with final inspections - June 2023 – June 2024

Deliverables/Timeline: All project expenditures obligated by Dec. 31, 2024; project completed by Dec. 31, 2026.

| Category of Expenditure                                     | County ARPA        | Other Sources      | Total              |
|---|--------------------|--------------------|--------------------|
| <i>Personnel (salaries – W-2)</i>                           |                    |                    |                    |
| <i>Fringe Benefits(as eligible under §200.430)</i>          |                    |                    |                    |
| <i>Conferences/Travel (per GSA.gov rates)</i>               |                    |                    |                    |
| <i>Equipment (over \$5,000 per item)</i>                    |                    |                    |                    |
| <i>Office/Project Supplies (under \$5,000 per item)</i>     |                    |                    |                    |
| <i>Contracts for non-personnel expense</i>                  |                    |                    |                    |
| <i>Construction/Renovation supplies</i>                     | \$1,000,000        | \$1,494,000        | \$2,494,000        |
| <i>Rent/Utilities</i>                                       |                    |                    |                    |
| <i>Land Acquisition</i>                                     |                    |                    |                    |
| <i>Property, Liability &amp; other insurance</i>            |                    |                    |                    |
| <i>Contract for auditing &amp; accounting services</i>      |                    |                    |                    |
| <i>Other (under \$50,000 total)</i>                         |                    |                    |                    |
| <i>Indirect Costs (10% of modified total direct costs*)</i> |                    |                    |                    |
| <b>Subtotal Objective #1</b>                                | <b>\$1,000,000</b> | <b>\$1,494,000</b> | <b>\$2,494,000</b> |

\* *Modified Total Direct Costs (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.*



List all expenditures for OTHER category for Objective #1 (not to exceed \$50,000 total):

| Description of Item/Service - OTHER | Projected Cost |
|-------------------------------------|----------------|
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
| <b>Total OTHER:</b>                 | <b>\$</b>      |

*Note: ARPA funds may not be used for payment of loans; creation or replenishment of lines of credit or "rainy day" funds such as reserve accounts, operating capital fund or "contingency use." In addition, ARPA funds may not be used for food & beverage, gifts of cash or items (no gift cards), promotional items (e.g., t-shirts, canvas bags); or membership dues to professional, civic, or other organizations. Request a copy of UHY Ineligible Expense Memo for detailed list of ineligible expenses per the federal Uniform Guidance.*

**ATTACHMENT III – INSURANCE & BONDING**

***Example of Insurance Certificate – Limits***

**INSURANCE**

Subrecipient shall agree to always maintain in force during the contract the following minimum coverage and shall name the County of Franklin, MO as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation (1). Insurance shall be written with Carriers approved in the State of Missouri and with a minimum AM Best's rating of "A-""VIII.

|  | (Minimum Limits) |
|--|------------------|
| <b>General Liability</b>                             |                  |
| Each Occurrence                                      | \$1,000,000      |
| General Aggregate                                    | \$3,000,000      |
| Products/Completed Operations                        | \$3,000,000      |
| Aggregate  | \$3,000,000      |
| Personal and Advertising Injury                      | \$3,000,000      |
| <b>Auto Liability <sup>(2)</sup></b>                 |                  |
| (includes all owned, hired & non-owned autos)        |                  |
| <b>Combined Single Limit</b>                         |                  |
| Each Accident  | \$3,000,000      |
| <b>Excess/Umbrella Liability</b>                     |                  |
| Each Occurrence                                      | \$2,000,000      |
| Aggregate  | \$2,000,000      |
| <b>Workers' Compensation and WC Statutory Limits</b> |                  |
| <b>Employers' Liability</b>                          |                  |
| EL Each Accident                                     | \$500,000        |
| EL Disease Each Employee                             | \$500,000        |
| EL Disease Policy Limit                              | \$500,000        |
| <b>Professional Liability</b>                        |                  |
| Each Wrongful Act                                    | \$1,000,000      |
| Aggregate  | \$1,000,000      |

*Th*

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two years from the completion date.

Original, completed Certificates of Insurance must be presented to the County of Franklin to contract issuance. Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the [pass-through entity].

Notes

- (1) *Additional Insured & Waiver of Subrogation may be checked off on the COI or written out in the description box.*
- (2) *Auto Liability required if vehicles are used in the scope of your services.*

**FIDELITY BOND -**

A **fidelity bond** or **fidelity guarantee** is a form of insurance protection that covers policyholders for losses that they incur as a result of fraudulent acts by specified individuals. It usually insures a business for losses caused by the dishonest acts of its employees.

While called bonds, these obligations to protect an employer from employee-dishonesty losses are really insurance policies. These insurance policies protect from losses of company monies, securities, and other property from employees who have a manifest intent to i) cause the company to sustain a loss and ii) obtain an improper financial benefit, either for themselves or another party. There are also many other coverage extensions available through the purchase of additional insuring agreements. These are common to most crime insurance policies (burglary, fire, general theft, computer theft, disappearance, fraud, forgery, etc.) and are designed to further protect specific company assets.

***Your fidelity bond must reflect coverage of total project costs; or higher if you wish.***

Th



June 28, 2023

Honorable Mayor and City Council  
Washington, MO 63090

Re: ARPA Subrecipient Contracts

Dear Mayor and Council,

Attached are two subrecipient contracts with Franklin County needed for your approval in order to receive grant funding through Franklin County's ARPA grant application process. The City was successful in receiving \$1 million towards construction of the South Point Groundwater Storage Tank currently being constructed at the southeast corner of N. Goodes Mill Rd and S. Point Rd. An additional application was successful in receiving \$200,000 towards sewer improvements for Oldenburg Industrial Park. Funding for both projects are as follows:

South Point Groundwater Storage Tank

|                         |                    |
|-------------------------|--------------------|
| Franklin County ARPA    | \$1,000,000        |
| <u>Local Water Fund</u> | <u>\$1,200,000</u> |
| Total                   | \$2,200,000        |

Oldenburg Industrial Park

|                             |                   |
|-----------------------------|-------------------|
| EDA Grant                   | \$1,350,000       |
| Franklin County ARPA        | \$ 200,000        |
| Eco Dev Capital Improvement | \$1,000,000       |
| <u>Local ARPA</u>           | <u>\$ 150,000</u> |
| Total                       | \$2,700,000*      |

\*Does not include improvements to Highway 100 which is covered by MODOT cost share grant

Respectfully submitted,

Darren Lamb, AICP  
City Administrator

7h

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A SUBRECIPIENT CONTRACT BETWEEN  
THE COUNTY OF FRANKLIN, MISSOURI AND THE CITY  
OF WASHINGTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Subrecipient Contract by and between the City of Washington, Missouri and the County of Franklin, Missouri, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Contract and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

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

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

\_\_\_\_\_

President of City Council

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

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

\_\_\_\_\_

Mayor of Washington, Missouri

Exhibit I

**SUBRECIPIENT CONTRACT BETWEEN  
THE COUNTY OF FRANKLIN, MISSOURI AND  
THE CITY OF WASHINGTON, MISSOURI**

THIS AGREEMENT is entered into by the County of Franklin, Missouri, a political subdivision of the State of Missouri, herein referred to as COUNTY, and The City of Washington, Missouri, whose address is 405 Jefferson Street, Washington, Missouri 63090, herein referred to as SUBRECIPIENT.

RECITALS

WHEREAS, the COUNTY of Franklin, Missouri is a political subdivision established under the laws of the State of Missouri, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in the COUNTY; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations; and

WHEREAS, the COUNTY accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term

This Agreement is effective upon full execution by both parties.

Section 3. American Rescue Plan Act Funding

a) The American Rescue Plan (ARP) Act, Section 603(c)(1) of the Social Security Act, established the \$350 billion Coronavirus State and Local Fiscal Recovery Funds. The United States Department of

Treasury made payments from the Fund to States and eligible units of local government. The American Rescue Plan Act requires that payments from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) only be used to cover expenses that: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure.

b) For the purposes this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub award. This Agreement is entered into based on the following representations:

1. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.

2. The COUNTY received these funds from the Federal government, and the COUNTY has the authority to sub grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below.

3. The COUNTY has authority to disburse the funds under this Agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not-to-exceed \$200,000. The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

c) SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.

d) For each SUBRECIPIENT, the COUNTY will assess the risk of successfully fulfilling the project objective pertaining to this agreement. The results of subrecipient risk assessments will have an effect on the frequency and level of scrutiny during the monitoring process and may result in additional requirements being imposed on the SUBRECIPIENT.



- e) The SUBRECIPIENT must comply with 2 CFR 200 for accounting standards and cost principles.
- f) The SUBRECIPIENT must comply with COUNTY rules and 2 CFR 200 for conflicts of interest.
- g) The SUBRECIPIENT shall be responsible for the indirect cost associated with this grant.
- h) SUBRECIPIENT acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments.
  - i) Award Payment:
    - a. All payments made under this Agreement shall be on advance or reimbursement basis as approved by the COUNTY. In order to obtain advances or reimbursement for expenditures, the SUBRECIPIENT must file with the COUNTY its request for advance or reimbursement and any other information required to justify and support the payment request. Advances or reimbursement requests may be submitted as frequently as monthly. The final advance or reimbursement request is due on or before January 10, 2025, for costs incurred through December 31, 2024.
    - b. Advance or reimbursement requests must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:

*By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the advance or reimbursement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).*
    - c. The COUNTY shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Advances or reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the CSLFRF. The COUNTY retains the right to deny any requests for Funds under this Agreement if in the COUNTY'S sole discretion the request is not for and documentation does not substantiate an eligible expenditure. However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible.

d. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.

e. SUBRECIPIENT acknowledges that the COUNTY intends to award a portion of the CSLFRF funding to SUBRECIPIENT, and further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.

f. SUBRECIPIENT will retain any equipment purchased with CSLFRF funding through December 31, 2026.

g. [The ARPA award will be paid as matching funds provided by the SUBRECIPIENT required to complete the Project in an amount not less than fifty four percent (54%) of the total Project cost. SUBRECIPIENT understands that the ARPA award is intended to assist SUBRECIPIENT in completing its program and does not preclude the SUBRECIPIENT from providing the additional funding required to complete the Project. As such, SUBRECIPIENT agrees to and understands that the ARPA award is supplemental to the project and payment of such award is contingent upon Subrecipient's agreement to complete the intended Project in full.

Section 4. Enforcement

SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT'S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Recapture of Expenses

A. Any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.

C. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later determined

by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.

D. If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to COUNTY and mailed directly to the COUNTY pursuant to Section 18 Notice and this Agreement.

E. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.

Section 6. Maintenance and Review of Records

SUBRECIPIENT shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CSLFRF funding as outlined in the United States Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, or as maybe amended, which, among other things, shall enable ready identification of SUBRECIPIENT'S cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as COUNTY may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's

Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

Section 7. Monitoring

The SUBRECIPIENT agrees to permit persons duly authorized by the COUNTY, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the SUBRECIPIENT and/or interview any clients and employees of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the SUBRECIPIENT reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the SUBRECIPIENT of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the COUNTY will deliver to the SUBRECIPIENT a written report regarding the manner in which services are being provided. The SUBRECIPIENT will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the COUNTY with a reasonable and acceptable justification for not correcting the noted shortcomings. The SUBRECIPIENT'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

Section 8. Audits

A. The COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the SUBRECIPIENT and the COUNTY. When conducting an audit of the SUBRECIPIENT'S performance under this Agreement, the COUNTY must use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

B. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the COUNTY of all Funds not spent in accordance with these applicable regulations and this Agreement, within fourteen (14) days after the COUNTY has notified the SUBRECIPIENT of such non-compliance.

C. If the COUNTY elects to have the SUBRECIPIENT perform an audit, the SUBRECIPIENT must have all audits completed by an independent auditor. The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the COUNTY no later than six (6) months from the end of the SUBRECIPIENT'S fiscal year.

D. The SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to the COUNTY in accordance with Section 18 Notice.

E. Single Audit Requirements. SUBRECIPIENTS that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 9. Closeout

SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per CSLFRF compliance and reporting is 5 years.

Section 10. Indemnification

SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the SUBRECIPIENT, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Termination

This Agreement may be terminated by the SUBRECIPIENT or the COUNTY at any time, with Cause or without Cause, upon not less than thirty (30) days prior written notice delivered to the SUBRECIPIENT as provided for in this Agreement or, at the option of COUNTY, immediately in the event that SUBRECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for costs incurred by SUBRECIPIENT after SUBRECIPIENT has received notice of termination.

Section 12. Remedies

The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

Section 13. Equal Opportunity; Non-Discrimination

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

Section 14. Governing Laws; Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations of the State of Missouri, and venue shall in Franklin County, Missouri.

Section 15. Sunshine Law

This Agreement, including attachments, is subject to disclosure under Missouri's Sunshine Law, law subject to limited applicable exemptions. SUBRECIPIENT acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to SUBRECIPIENT, if a public records request is made for such information, and the COUNTY will not be liable to SUBRECIPIENT for such disclosure.

If SUBRECIPIENT believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, SUBRECIPIENT must include a general description of the information and provide reference to the Missouri Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The COUNTY does not warrant or guarantee that information designated by SUBRECIPIENT as exempt from disclosure is in fact exempt, and if the COUNTY disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

Section 16. Independent Contractor

SUBRECIPIENT acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of the COUNTY. In no event shall any provision of this Agreement make COUNTY liable to any person or entity that contracts with or provides goods or services to SUBRECIPIENT in connection with this Agreement. There is no contractual relationship, either express or implied, between COUNTY or any political subdivision of the State of Missouri and any person or entity supplying any work, labor, services, goods or materials to SUBRECIPIENT as a result of this Agreement.

Section 17. Compliance with Applicable Laws

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder.

Section 18. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Angela Gibson  
County Auditor  
County of Franklin, Missouri  
400 E. Locust Street  
Union, Missouri 63084

As to SUBRECIPIENT:

Darren Lamb  
City Administrator  
City of Washington, Missouri  
405 Jefferson St.  
Washington, Missouri 63090

Section 19. Risk Management

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, SUBRECIPIENT shall protect, defend, indemnify, save and hold the COUNTY, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the SUBRECIPIENT resulting from the SUBRECIPIENT'S work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the SUBRECIPIENT'S performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the COUNTY, its officials, commissioners, employees or agents. Further, SUBRECIPIENT hereby agrees to indemnify the COUNTY for all reasonable expenses and

attorney's fees incurred by or imposed upon the COUNTY in connection therewith for any loss, damage, injury, liability or other casualty. SUBRECIPIENT additionally agrees that the COUNTY may employ an attorney of the COUNTY's own selection to appear and defend any such action, on behalf of the COUNTY, at the expense of the SUBRECIPIENT. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

The SUBRECIPIENT further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the SUBRECIPIENT and not of the COUNTY.

Section 20. Disclaimer of Third-Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Dispute Resolution

In the event of a dispute related to any performance or payment obligation arising under this Agreement, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Missouri, which is the sole venue for any such civil action.

Section 22. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

Section 23. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 24. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 25. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that



are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the SUBRECIPIENT expressly for that purpose.

Section 26. Entire Agreement

It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.


IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

**SUBRECIPIENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY**

By:  \_\_\_\_\_  
Name: Tim Brinker  
Title: Presiding Commissioner

Date: 6/13/2023

## ATTACHMENT I – GENERAL INFORMATION

- Subrecipient Unique Entity Identifier (UEI) Number: EJ87FBBHTAV

- Subrecipient name : **City of Washington, Missouri**

*(must match registered name associated with its Unique Entity Identifier in SAM.gov):*

- Federal Award Identification Number (FAIN): N/A
- Pass-Through Entity may have a subaward number (optional): N/A
- Federal Award Date: March 20, 2021
- Subaward Period of Performance Start and End Dates: 09-01-2023 – 12/31/2024
- Subaward Budget Period Start and End Date: 09/01/2023 – 12/31/2024
- Amount of Federal Funds Obligated by this Action: \$200,000
- Total Amount of Federal Funds Obligated to the Subrecipient: **\$200,000**
- Total Amount of the Federal Award (committed to the Subrecipient by the Pass-Through Entity): \$200,000
- Federal Award Project Description (50-250 words):  
The City of Washington would utilize these funds to extend sewer into the newly purchased 115 acre Oldenburg Industrial Park. This includes constructing a 3,200 linear foot force main into the park as well as a lift station and a sewer tie in. The location of

the proposed sewer line is strategically designed to facilitate as much additional development as possible without additional force mains or lift stations.

- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of Pass-Through Entity: County of Franklin, MO
- Contact Information for Awarding Official (of the Pass-Through Entity):  
Tim Brinker – tbrinker@franklinmo.gov
- Assistance Listing Number and Title: CFDA # 21.027
- Type of Award: Program or Research (R&D): Program
- Indirect Cost Rate: N/A
- Total Approved Cost Sharing or Matching: **\$170,000**

**ATTACHMENT II – SCOPE OF SERVICES/BUDGET – To be completed by Subrecipient**

**Objective #1 (50-250 words):** The City of Washington would utilize these funds to extend sewer into the newly purchased 115 acre Oldenburg Industrial Park. This includes constructing a 3,200 linear foot force main into the park as well as a lift station and a sewer tie in. The location of the proposed sewer line is strategically designed to facilitate as much additional development as possible without additional force mains or lift stations.

Activity/Task 1.1: Publish a bid to receive competitive construction contracts.

Activity/Task 1.2: Construct the sewer extension.

Deliverables/Timeline: All project expenditures obligated by Dec. 31, 2024; project completed by Dec. 31, 2026.

| <b>Category of Expenditure</b>                              | <b>County ARPA</b>  | <b>Other Sources</b> | <b>Total</b>        |
|---|---------------------|----------------------|---------------------|
| <i>Personnel (salaries – W-2)</i>                           |                     |                      |                     |
| <i>Fringe Benefits (as eligible under §200.430)</i>         |                     |                      |                     |
| <i>Conferences/Travel (per GSA.gov rates)</i>               |                     |                      |                     |
| <i>Equipment (over \$5,000 per item)</i>                    |                     |                      |                     |
| <i>Office/Project Supplies (under \$5,000 per item)</i>     |                     |                      |                     |
| <i>Contracts for non-personnel expense</i>                  |                     |                      |                     |
| <i>Construction/Renovation supplies</i>                     | \$200,000.00        | \$170,000.00         | \$370,000.00        |
| <i>Rent/Utilities</i>                                       |                     |                      |                     |
| <i>Land Acquisition</i>                                     |                     |                      |                     |
| <i>Property, Liability &amp; other insurance</i>            |                     |                      |                     |
| <i>Contract for auditing &amp; accounting services</i>      |                     |                      |                     |
| <i>Other (under \$50,000 total)</i>                         |                     |                      |                     |
| <i>Indirect Costs (10% of modified total direct costs*)</i> |                     |                      |                     |
| <b>Subtotal Objective #1</b>                                | <b>\$200,000.00</b> | <b>\$170,000.00</b>  | <b>\$370,000.00</b> |

*\* Modified Total Direct Costs (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.*

List all expenditures for OTHER category for Objective #1 (not to exceed \$50,000 total):

| Description of Item/Service - OTHER | Projected Cost |
|-------------------------------------|----------------|
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
|                                     |                |
| <b>Total OTHER:</b>                 | <b>\$N/A</b>   |

*Note: ARPA funds may not be used for payment of loans; creation or replenishment of lines of credit or "rainy day" funds such as reserve accounts, operating capital fund or "contingency use." In addition, ARPA funds may not be used for food & beverage, gifts of cash or items (no gift cards), promotional items (e.g., t-shirts, canvas bags); or membership dues to professional, civic, or other organizations. Request a copy of UHY Ineligible Expense Memo for detailed list of ineligible expenses per the federal Uniform Guidance.*

**ATTACHMENT III – INSURANCE & BONDING**

***Example of Insurance Certificate – Limits***

**INSURANCE**

Subrecipient shall agree to always maintain in force during the contract the following minimum coverage and shall name the County of Franklin, MO as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation (1). Insurance shall be written with Carriers approved in the State of Missouri and with a minimum AM Best's rating of "A-"-VIII.

|  | (Minimum Limits) |
|--|------------------|
| General Liability  |                  |
| Each Occurrence  | \$1,000,000      |
| General Aggregate  | \$3,000,000      |
| Products/Completed Operations<br>Aggregate                                     | \$3,000,000      |
| Personal and Advertising Injury  | \$3,000,000      |
| Auto Liability <sup>(2)</sup><br>(includes all owned, hired & non-owned autos) |                  |
| Combined Single Limit  |                  |
| Each Accident  | \$3,000,000      |
| Excess/Umbrella Liability  |                  |
| Each Occurrence  | \$2,000,000      |
| Aggregate  | \$2,000,000      |
| Workers' Compensation and WC Statutory Limits                                  |                  |
| Employers' Liability   |                  |
| EL Each Accident   | \$500,000        |
| EL Disease Each Employee   | \$500,000        |
| EL Disease Policy Limit  | \$500,000        |
| Professional Liability   |                  |
| Each Wrongful Act  | \$1,000,000      |
| Aggregate  | \$1,000,000      |

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two years from the completion date.

Original, completed Certificates of Insurance must be presented to the County of Franklin to contract issuance. Subrecipient agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the [pass-through entity].

Notes

- (1) *Additional Insured & Waiver of Subrogation may be checked off on the COI or written out in the description box.*
- (2) *Auto Liability required if vehicles are used in the scope of your services.*

**FIDELITY BOND -**

A fidelity bond or fidelity guarantee is a form of insurance protection that covers policyholders for losses that they incur as a result of fraudulent acts by specified individuals. It usually insures a business for losses caused by the dishonest acts of its employees.

While called bonds, these obligations to protect an employer from employee-dishonesty losses are really insurance policies. These insurance policies protect from losses of company monies, securities, and other property from employees who have a manifest intent to i) cause the company to sustain a loss and ii) obtain an improper financial benefit, either for themselves or another party. There are also many other coverage extensions available through the purchase of additional insuring agreements. These are common to most crime insurance policies (burglary, fire, general theft, computer theft, disappearance, fraud, forgery, etc.) and are designed to further protect specific company assets.

***Your fidelity bond must reflect coverage of total project costs; or higher if you wish.***



June 28, 2023

Honorable Mayor and City Council  
Washington, MO 63090

Re: ARPA Subrecipient Contracts

Dear Mayor and Council,

Attached are two subrecipient contracts with Franklin County needed for your approval in order to receive grant funding through Franklin County's ARPA grant application process. The City was successful in receiving \$1 million towards construction of the South Point Groundwater Storage Tank currently being constructed at the southeast corner of N. Goodes Mill Rd and S. Point Rd. An additional application was successful in receiving \$200,000 towards sewer improvements for Oldenburg Industrial Park. Funding for both projects are as follows:

South Point Groundwater Storage Tank

|                         |                    |
|-------------------------|--------------------|
| Franklin County ARPA    | \$1,000,000        |
| <u>Local Water Fund</u> | <u>\$1,200,000</u> |
| Total                   | \$2,200,000        |

Oldenburg Industrial Park

|                             |                   |
|-----------------------------|-------------------|
| EDA Grant                   | \$1,350,000       |
| Franklin County ARPA        | \$ 200,000        |
| Eco Dev Capital Improvement | \$1,000,000       |
| <u>Local ARPA</u>           | <u>\$ 150,000</u> |
| Total                       | \$2,700,000*      |

\*Does not include improvements to Highway 100 which is covered by MODOT cost share grant

Respectfully submitted,

Darren Lamb, AICP  
City Administrator



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

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

AN ORDINANCE REPEALING THE PROVISIONS OF  
TITLE III TRAFFIC CODE, SCHEDULE VI TURNING  
MOVEMENTS, TABLE VI-A NO U-TURNS 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: Title III Traffic Code, Schedule VI Turning Movements, Table VI-A

No U-Turns of the Washington City Code, is hereby amended as follows:

**Schedule VI Turning Movements, Table VI-A No U-Turns**

| Location                    | Add | Delete |
|-----------------------------|-----|--------|
| Second and Cedar Streets    |     | ✓      |
| Second and High Streets     |     | ✓      |
| Second and Johnson Streets  |     | ✓      |
| Second and Oak Streets      |     | ✓      |
| Second and Rand Streets     |     | ✓      |
| Fifth and Boone Streets     |     | ✓      |
| Fifth and Hancock Streets   |     | ✓      |
| Fifth and MacArthur Streets |     | ✓      |
| Main and Elm Streets        |     | ✓      |
| Main and Lafayette Streets  |     | ✓      |
| Main and Oak Streets        |     | ✓      |

7j

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

SECTION 3: This ordinance shall take full 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



July 07, 2023

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

RE: Repeal Ordinance for No U-Turns

Dear Mayor and City Council Members:

Please find enclosed an ordinance proposing to repeal a portion of the Traffic Code, specifically Schedule VI. Turning Movements Table VI-A No U-Turns. The following ordinance was reviewed by the Traffic Committee July 7, 2023 and is recommended for approval. There is only one faded sign currently in place at Elm and Main Street. It was brought up to replace the sign and add the missing signs, or to remove this existing sign. It was determined that these signs have not been in place for years and during that time there has been no significant crash history or complaints. Thank you for your consideration.

Respectfully submitted,

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

Charles Stankovic, P.E.  
Interim City Engineer

7j

**Table VI-A No U-Turns.**

**[R.O. 1992 § VI-A; Ord. No. 1414 § 1, 12-18-1950; Ord. No. 1757 § 1, 8-16-1954; Ord. No. 1874 § 1, 8-1-1955]**

| Location                               | Restriction |
|--|-------------|
| <del>Second and Cedar Streets</del>    | No U-turn   |
| <del>Second and High Streets</del>     |             |
| <del>Second and Johnson Streets</del>  |             |
| <del>Second and Oak Streets</del>      |             |
| <del>Second and Rand Streets</del>     |             |
| <del>Fifth and Boone Streets</del>     |             |
| <del>Fifth and Hancock Streets</del>   |             |
| <del>Fifth and MacArthur Streets</del> |             |
| <del>Main and Elm Streets</del>        |             |
| <del>Main and Lafayette Streets</del>  |             |
| <del>Main and Oak Streets</del>        |             |



July 10, 2023

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

RE: **File No. 23-0603-1780** High Street-PDR-Preliminary Plan Review

Dear Mayor and City Council Members:

The Planning & Zoning Commission reviewed the requested Planned Development Residential at their July 10, 2023 meeting and approved the request with a unanimous vote.

Sincerely,

Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: June 12, 2023

Re: File # 23-0603

Synopsis: The applicant is requesting review of a sketch plan for The Villas at High Street – a proposed Planned Residential Development

| Adjacent Land Use / Zoning Matrix |                           |                 |
|-----------------------------------|---------------------------|-----------------|
|                                   | Existing Land Use         | Existing Zoning |
| North                             | Detention Basin           | C-2             |
| South                             | Vacant Land               | R-1D            |
| East                              | Autumn Leaf Common Ground | R-1A            |
| West                              | Senior Housing            | SCD             |

**Analysis:**

The applicant is requesting to rezone 4.4 acres of land from R-1C Single Family Attached Residential to PDR- Planned Residential. This process requires the following steps.

1. Sketch Plan Review by City Staff
2. Sketch Plan Review by Planning and Zoning
3. Preliminary Plan Review by Planning and Zoning
4. Preliminary Plan Review by City Council
5. Final Plan Submittal and Review by City Council.

They are currently on step 3, requesting P&Z to review the attached plan.

In the attached sketch plan, the applicant is requesting to create 25 lots off of Walter Way with 25 new single family residential units. The property is currently zoned R-1C Single Family Attached for traditional shared wall duplexes. The applicant is requesting to rezone to PDR – Planned Residential so they can revise the plan to include 1 duplex, 1 triplex, two four-plexes, and two six-plexes. This proposed change would allow new single family homes to have shared walls on both sides, similar to a townhome, however the proposal shows single story units for all 25 homes.

The plan proposes a 25 front and rear yard setback as well as a 6 ft. side yard setback on the ends of each building. Each home will access Walter Way with its own driveway and garage, allowing two parking spaces for each. As shown in the sketch plan notes, the overall density of the development is 6,478 sq. ft. per unit. The current zoning requires 6,000 sw. ft. per unit, meaning the proposed zoning change to PDR does not necessarily increase the density requirement but requests the shared walls between units on the 3, 4, and 6 unit buildings.

The sketch plan designates individual water and sewer laterals for each unit, just like any other single family home would have. It shows the existing sanitary sewer easements and keeps all buildings and patios in buildable area only allowing the development to move forward without the relocation of any utilities. Walter Way is 35 ft. in width with a 96 ft. cul-de-sac making it more than capable for handling 25 units.

The development is clearly designed and marketed towards seniors allowing it to fit in nicely with the surrounding neighborhood on High Street. They do not propose any additional landscaping or screening other than what exists today. The single family to the east is buffered by a creek and common ground for Autumn Leaf and the proposed single family to the south is also buffered by a creek. Staff sees no reason the proposed Planned Residential Development would cause any detriment to the surrounding properties.

**\*No changes were requested by the Commission or neighboring properties at the June 2023 meeting, prompting none in the attached document.**

**Recommendation:**

The submitted preliminary plan meets the requirements of the Planned Residential Code and staff recommends approval for the review to move to Council for Preliminary and Final Review.



### Legend

-  PARCELS\_WITH\_OWNER
- Zoning**
- ZONING**
-  C-2
-  M-2
-  None
-  PD-R
-  R-1A
-  R-1B
-  R-1C
-  R-3
-  SD
-  Street
-  <all other values>

Subject Property -  
Zoned R-1C





Subject Property -  
Zoned R-1C



## Cottage Villa Summary

Bridgewater Communities Cottage Villa Series is designed for people who want an “Easy Living” lifestyle combined with luxury features. Our target buyer profile is a customer who desires safety, convenience, and value. Our buyers want to free themselves of older homes and/or oversized homes and yards that require too much money and energy to maintain.

Our customers have typically raised their families in large homes on large lots that simply are too big and require too much time and money to maintain at this stage in their lives. Until we designed our cottage villa series, our customer base might have had to move to an apartment with surface parking on a parking lot and multiple steps/staircases to their apartment. That lifestyle is not what they want but it is some of the only housing stock available.

Some of the many features and benefits include:

Fee simple ownership - the buyer owns their building and home site.

There is an HOA that is granted an easement to come on to the property to provide lawn, landscaping, and snow removal for the resident.

Single level living

Low threshold entries – no steps

2 bedroom and 2 bathrooms

9’ ceilings

1<sup>st</sup> floor laundry

Attached garage with garage door opener

Luxury Vinyl Plank flooring

Walk-In Pantry

Walk-in Master closet

Wider doorways, wider hallways, and lever door handles

Sodded yards (where disturbed) and a landscape package

The brochure for a similar community that we built in St. Peters, MO is attached.

Tim Miller 636 299-1931



**GREEN FOREST**  
VILLAS

DRAFT  
SAMPLE  
PRESENTATION

---

## Yes, It's Included

- Location, Location, Location
  - Single Level Living
  - Low Threshold Entry
- 2 Bedrooms/2 Bathrooms
  - 9' Ceilings
  - Granite Countertops
  - Upgraded Cabinetry
- Luxury Vinyl Plank Flooring
  - Walk-In Pantry
  - Walk-In Closet
  - and MUCH MORE





## GREEN FOREST VILLAS

DRAFT  
SAMPLE  
PRESENTATION

# Yes, It's Included

### Convenience Features

- Easy Access to Shopping Areas along Mexico Road and Mid Rivers Mall Drive
- Fully Sodded Homesites
- No Steps Outside to Front Door
- Common Ground Areas
- Utilities Individually Metered
- Master Bedroom and Bathroom Suite
- Covered Front Porch
- Lever Handles on All Doors
- Wider Hallways and Wide Doors
- Garage Door Opener
- Recessed Can Lights in Kitchen
- Kitchen Island with Seating
- 3 Phone and 1 TV Outlets
- Raised Vanities with drawers in both bathrooms
- Walk-In Master Bedroom Closet
- Over-sized Closet in 2nd Bedroom
- 2 Exterior Freeze-Proof Faucets
- 2 Exterior GFCI Protected Outlets
- 36" Wall Cabinetry in Kitchen
- 6' Privacy Fence on 3 Sides of Community
- Moen Chrome Single-Lever Faucets
- Anti-Scald Pressure Balanced Shower Heads
- Termite Treatment Applied
- Concrete Personal Driveways
- Screens on all Operable Windows

### Safety Features

- Carbon Monoxide Detectors
- Smoke Detectors (Hardwired with Battery Back-up and interconnected - if one rings, they all ring)
- Deadbolts plus Key Locks on all Exterior Doors
- Street Lights
- No Through Streets

- Smoke Detectors Inside and Outside each Bedroom
- Electric Furnace and Water Heater
- Fire Walls Between Villas
- High Glass Window in Front Door Allows light and maintains security

### Value Features

- 1/10 Builder Warranty
- Five Year Electrical Warranty Package
- 10'x6' Concrete Patio
- 9' Ceilings Throughout
- Brick on All Elevations
- Dryer Vented to the Outside
- Electric Dryer Receptacle (220 Volts)
- Microwave Vented to Outside
- Grills on Front Windows
- No Shared Walls (each villa has 4 side walls with 1.5" between walls in connecting areas)
- 13 SEER Air Conditioner
- 5 1/4" Base Mouldings in Public Areas
- 80% Efficient Electric Furnace
- Brushed Nickel Door Hardware
- Painted, Smooth 2-panel Interior Doors
- Wide-Plank Luxury Vinyl Plank (LVP) flooring in all Public Areas and Bathrooms
- Tyvek House Wrap on all Exterior Walls
- Vinyl Siding for Reduced Maintenance Cost
- Painted Wood Window Sills and Aprons
- Vinyl Windows with Insulated Glass
- 30-Year Warranty on Shingles
- Enclosed Soffits and Fascia
- Lighting Package

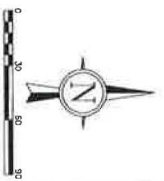
for additional information call: Tracy Geraghty 314-315-5925  
tracygeraghty@bridgewatercommunities.com

## BridgewaterCommunities.com

# VILLAS AT HIGH STREET PD-R SKETCH PLAN



PROPOSED DETENTION  
BASIN (FOR FLOODING)  
FOR 100-YEAR FLOODING  
ZONE "A"



**LEGEND**

|        |                              |
|--------|------------------------------|
| CS-1   | EXISTING SANITARY SEWER LINE |
| CS-2   | PROPOSED SANITARY SEWER LINE |
| CS-3   | PROPOSED SANITARY SEWER LINE |
| CS-4   | PROPOSED SANITARY SEWER LINE |
| CS-5   | PROPOSED SANITARY SEWER LINE |
| CS-6   | PROPOSED SANITARY SEWER LINE |
| CS-7   | PROPOSED SANITARY SEWER LINE |
| CS-8   | PROPOSED SANITARY SEWER LINE |
| CS-9   | PROPOSED SANITARY SEWER LINE |
| CS-10  | PROPOSED SANITARY SEWER LINE |
| CS-11  | PROPOSED SANITARY SEWER LINE |
| CS-12  | PROPOSED SANITARY SEWER LINE |
| CS-13  | PROPOSED SANITARY SEWER LINE |
| CS-14  | PROPOSED SANITARY SEWER LINE |
| CS-15  | PROPOSED SANITARY SEWER LINE |
| CS-16  | PROPOSED SANITARY SEWER LINE |
| CS-17  | PROPOSED SANITARY SEWER LINE |
| CS-18  | PROPOSED SANITARY SEWER LINE |
| CS-19  | PROPOSED SANITARY SEWER LINE |
| CS-20  | PROPOSED SANITARY SEWER LINE |
| CS-21  | PROPOSED SANITARY SEWER LINE |
| CS-22  | PROPOSED SANITARY SEWER LINE |
| CS-23  | PROPOSED SANITARY SEWER LINE |
| CS-24  | PROPOSED SANITARY SEWER LINE |
| CS-25  | PROPOSED SANITARY SEWER LINE |
| CS-26  | PROPOSED SANITARY SEWER LINE |
| CS-27  | PROPOSED SANITARY SEWER LINE |
| CS-28  | PROPOSED SANITARY SEWER LINE |
| CS-29  | PROPOSED SANITARY SEWER LINE |
| CS-30  | PROPOSED SANITARY SEWER LINE |
| CS-31  | PROPOSED SANITARY SEWER LINE |
| CS-32  | PROPOSED SANITARY SEWER LINE |
| CS-33  | PROPOSED SANITARY SEWER LINE |
| CS-34  | PROPOSED SANITARY SEWER LINE |
| CS-35  | PROPOSED SANITARY SEWER LINE |
| CS-36  | PROPOSED SANITARY SEWER LINE |
| CS-37  | PROPOSED SANITARY SEWER LINE |
| CS-38  | PROPOSED SANITARY SEWER LINE |
| CS-39  | PROPOSED SANITARY SEWER LINE |
| CS-40  | PROPOSED SANITARY SEWER LINE |
| CS-41  | PROPOSED SANITARY SEWER LINE |
| CS-42  | PROPOSED SANITARY SEWER LINE |
| CS-43  | PROPOSED SANITARY SEWER LINE |
| CS-44  | PROPOSED SANITARY SEWER LINE |
| CS-45  | PROPOSED SANITARY SEWER LINE |
| CS-46  | PROPOSED SANITARY SEWER LINE |
| CS-47  | PROPOSED SANITARY SEWER LINE |
| CS-48  | PROPOSED SANITARY SEWER LINE |
| CS-49  | PROPOSED SANITARY SEWER LINE |
| CS-50  | PROPOSED SANITARY SEWER LINE |
| CS-51  | PROPOSED SANITARY SEWER LINE |
| CS-52  | PROPOSED SANITARY SEWER LINE |
| CS-53  | PROPOSED SANITARY SEWER LINE |
| CS-54  | PROPOSED SANITARY SEWER LINE |
| CS-55  | PROPOSED SANITARY SEWER LINE |
| CS-56  | PROPOSED SANITARY SEWER LINE |
| CS-57  | PROPOSED SANITARY SEWER LINE |
| CS-58  | PROPOSED SANITARY SEWER LINE |
| CS-59  | PROPOSED SANITARY SEWER LINE |
| CS-60  | PROPOSED SANITARY SEWER LINE |
| CS-61  | PROPOSED SANITARY SEWER LINE |
| CS-62  | PROPOSED SANITARY SEWER LINE |
| CS-63  | PROPOSED SANITARY SEWER LINE |
| CS-64  | PROPOSED SANITARY SEWER LINE |
| CS-65  | PROPOSED SANITARY SEWER LINE |
| CS-66  | PROPOSED SANITARY SEWER LINE |
| CS-67  | PROPOSED SANITARY SEWER LINE |
| CS-68  | PROPOSED SANITARY SEWER LINE |
| CS-69  | PROPOSED SANITARY SEWER LINE |
| CS-70  | PROPOSED SANITARY SEWER LINE |
| CS-71  | PROPOSED SANITARY SEWER LINE |
| CS-72  | PROPOSED SANITARY SEWER LINE |
| CS-73  | PROPOSED SANITARY SEWER LINE |
| CS-74  | PROPOSED SANITARY SEWER LINE |
| CS-75  | PROPOSED SANITARY SEWER LINE |
| CS-76  | PROPOSED SANITARY SEWER LINE |
| CS-77  | PROPOSED SANITARY SEWER LINE |
| CS-78  | PROPOSED SANITARY SEWER LINE |
| CS-79  | PROPOSED SANITARY SEWER LINE |
| CS-80  | PROPOSED SANITARY SEWER LINE |
| CS-81  | PROPOSED SANITARY SEWER LINE |
| CS-82  | PROPOSED SANITARY SEWER LINE |
| CS-83  | PROPOSED SANITARY SEWER LINE |
| CS-84  | PROPOSED SANITARY SEWER LINE |
| CS-85  | PROPOSED SANITARY SEWER LINE |
| CS-86  | PROPOSED SANITARY SEWER LINE |
| CS-87  | PROPOSED SANITARY SEWER LINE |
| CS-88  | PROPOSED SANITARY SEWER LINE |
| CS-89  | PROPOSED SANITARY SEWER LINE |
| CS-90  | PROPOSED SANITARY SEWER LINE |
| CS-91  | PROPOSED SANITARY SEWER LINE |
| CS-92  | PROPOSED SANITARY SEWER LINE |
| CS-93  | PROPOSED SANITARY SEWER LINE |
| CS-94  | PROPOSED SANITARY SEWER LINE |
| CS-95  | PROPOSED SANITARY SEWER LINE |
| CS-96  | PROPOSED SANITARY SEWER LINE |
| CS-97  | PROPOSED SANITARY SEWER LINE |
| CS-98  | PROPOSED SANITARY SEWER LINE |
| CS-99  | PROPOSED SANITARY SEWER LINE |
| CS-100 | PROPOSED SANITARY SEWER LINE |

**PROPOSED USE**  
RESIDENTIAL MULTIFAMILY

**ZONING**  
PD-R

**PROPOSED ZONING PERMITS**  
MULTIFAMILY RESIDENTIAL

**TOTAL LOT AREA**  
1.25 ACRES

**TOTAL BUILDING AREA**  
11,500 SQ. FT.

**TOTAL GARAGE AREA**  
1,500 SQ. FT.

**TOTAL DRIVEWAY AREA**  
1,000 SQ. FT.

**TOTAL DRIVEWAY PERMITS**  
MULTIFAMILY RESIDENTIAL

**RESIDENTIAL DATA**  
RESIDENTIAL DENSITY: 15 UNITS PER ACRE

**PROPERTY DESCRIPTION**  
RESIDENTIAL MULTIFAMILY

**PARKING**  
PROPOSED 2 PER DWELLING UNIT

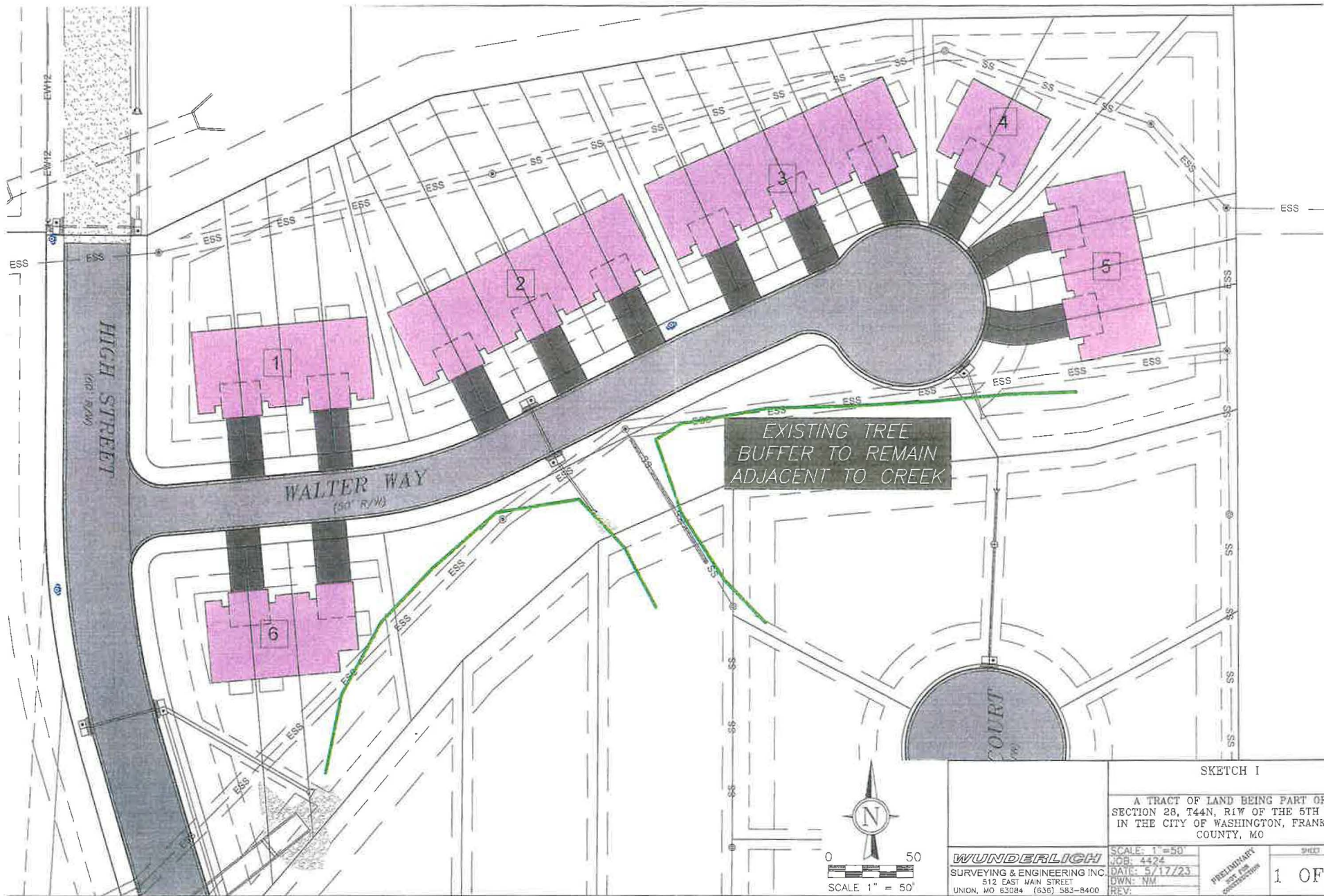
**SEWER SERVICES**  
PROPOSED PROVIDED AS SHOWN INCLUDES CHANDED ONE SEWER LATERAL PER UNIT

**WATER SERVICES**  
ONE WATER CONNECTION PER UNIT

|               |   |   |   |  |
|---------------|---|---|---|--|
| <p>1 OF 2</p> | <p>PRELIMINARY<br/>NOT FOR<br/>CONSTRUCTION</p>   | <p>SKETCH PLAN<br/>VILLAS AT HIGH STREET PD-R</p> <p>A TRACT OF LAND BEING PART OF SECTION 28,<br/>T44N, R1W OF THE 5TH P.M. IN THE CITY OF<br/>WASHINGTON, FRANKLIN COUNTY, MO</p> | <p><b>WUNDERLICH</b><br/>SURVEYING &amp; ENGINEERING INC.<br/>512 EAST MAIN STREET<br/>UNION, MO 63084 (636) 583-8400<br/>WSETEAM.COM</p> |  |
|               | <p>WUNDERLICH SURVEYING &amp; ENGINEERING, INC.<br/>MISSOURI STATE CERTIFICATE OF AUTHORITY # CE 559783</p> |   |   |  |

8a





EXISTING TREE  
BUFFER TO REMAIN  
ADJACENT TO CREEK

SKETCH I

A TRACT OF LAND BEING PART OF  
SECTION 28, T44N, R1W OF THE 5TH P  
IN THE CITY OF WASHINGTON, FRANKL  
COUNTY, MO



0 50  
SCALE 1" = 50'

**WUNDERLICH**  
SURVEYING & ENGINEERING INC.  
512 EAST MAIN STREET  
UNION, MO 63084 (636) 583-8400

SCALE: 1" = 50'  
JOB: 4424  
DATE: 5/17/23  
DWN: NM  
REV:

PRELIMINARY  
NOT FOR  
CONSTRUCTION

1 OF





VILLAS AT HIGH STREET PD-R  
CONCEPTUAL LANDSCAPE PLAN



COUNTY PROPERTY  
LOT 4 OF A OF A  
RECORDING #  
DOC #276



Scale 1" = 20'

LEGEND

|          |                            |
|----------|----------------------------|
| 1" = 20' | PROPOSED DRIVE             |
| 1" = 20' | PROPOSED SIDEWALK          |
| 1" = 20' | PROPOSED DRIVE PAVEMENT    |
| 1" = 20' | PROPOSED SIDEWALK PAVEMENT |
| 1" = 20' | PROPOSED DRIVE GRASS       |
| 1" = 20' | PROPOSED SIDEWALK GRASS    |
| 1" = 20' | PROPOSED DRIVE ASPHALT     |
| 1" = 20' | PROPOSED SIDEWALK ASPHALT  |
| 1" = 20' | PROPOSED DRIVE CONCRETE    |
| 1" = 20' | PROPOSED SIDEWALK CONCRETE |
| 1" = 20' | PROPOSED DRIVE GRAVEL      |
| 1" = 20' | PROPOSED SIDEWALK GRAVEL   |
| 1" = 20' | PROPOSED DRIVE SAND        |
| 1" = 20' | PROPOSED SIDEWALK SAND     |
| 1" = 20' | PROPOSED DRIVE DIRT        |
| 1" = 20' | PROPOSED SIDEWALK DIRT     |
| 1" = 20' | PROPOSED DRIVE GRAVEL      |
| 1" = 20' | PROPOSED SIDEWALK GRAVEL   |
| 1" = 20' | PROPOSED DRIVE SAND        |
| 1" = 20' | PROPOSED SIDEWALK SAND     |
| 1" = 20' | PROPOSED DRIVE DIRT        |
| 1" = 20' | PROPOSED SIDEWALK DIRT     |
| 1" = 20' | PROPOSED DRIVE ASPHALT     |
| 1" = 20' | PROPOSED SIDEWALK ASPHALT  |
| 1" = 20' | PROPOSED DRIVE CONCRETE    |
| 1" = 20' | PROPOSED SIDEWALK CONCRETE |
| 1" = 20' | PROPOSED DRIVE GRAVEL      |
| 1" = 20' | PROPOSED SIDEWALK GRAVEL   |
| 1" = 20' | PROPOSED DRIVE SAND        |
| 1" = 20' | PROPOSED SIDEWALK SAND     |
| 1" = 20' | PROPOSED DRIVE DIRT        |
| 1" = 20' | PROPOSED SIDEWALK DIRT     |

**PROPOSED USE**  
RESIDENTIAL - SINGLE-FAMILY  
ZONING  
RECOMMENDED ZONING: R-1.5  
PROPOSED ZONING: R-1.5  
OPEN SPACE / COMMON AREA  
RESIDENTIAL DATA  
PROPERTY DESCRIPTION  
PARKING  
RECOMMENDED PER DWELLING UNIT  
SEWER SERVICES  
WATER SERVICES  
WATER UTILITY PER UNIT  
TRASH SERVICES  
TRASH UTILITY PER UNIT

|                               |
|-------------------------------|
| BEARING: 1.1163 57' 74" (MIN) |
| BEARING: 2.7242 57' 16" (MIN) |
| BEARING: 2.7242 57' 16" (MIN) |
| BEARING: 2.7242 57' 16" (MIN) |
| BEARING: 2.7242 57' 16" (MIN) |
| BEARING: 2.7242 57' 16" (MIN) |
| BEARING: 8.1241 57' 13" (MIN) |

|  |   |  |  |
|--|---|--|--|
| <p><b>PRELIMINARY</b><br/><b>NOT FOR</b><br/><b>CONSTRUCTION</b></p> | <p>CONCEPTUAL LANDSCAPE PLAN<br/>VILLAS AT HIGH STREET PD-R</p>   | <p><b>WUNDERLICH</b><br/><b>SURVEYING &amp; ENGINEERING INC.</b><br/>512 EAST MAIN STREET<br/>UNION, MO 63084 (636) 583-8400<br/>WSETEAM.COM</p> |  |
|  | <p>A TRACT OF LAND BEING PART OF SECTION 28,<br/>T44N, R1W OF THE 5TH P.M. IN THE CITY OF<br/>WASHINGTON, FRANKLIN COUNTY, MO</p> |  |  |
|  | <p>DATE: 08/21/2018<br/>BY: [Signature]<br/>CHECKED: [Signature]<br/>SCALE: AS SHOWN</p>  |  |  |

8a

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

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

AN ORDINANCE APPROVING THE FINAL PLAT OF  
HIGHLAND MEADOWS PLAT 9, IN THE CITY OF  
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of Highland Meadows Plat 9, in the City of Washington,  
Franklin County, Missouri, has been submitted to the City for approval; and

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

SECTION 1: The final plat of Highland Meadows Plat 9, 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

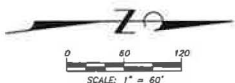
Approved: \_\_\_\_\_

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

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

# HIGHLAND MEADOWS PLAT 9

A RE-SUBDIVISION OF LOT A HIGHLAND MEADOWS PLAT 6  
 NW 1/4 SECTION 28 T48N R1W, WASHINGTON, FRANKLIN COUNTY, MISSOURI  
 JUNE 13, 2023



BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

**MONUMENT LEGEND**

- ⊕ IRON SET
- DTP DEDICATED THIS PLAT

ALL MONUMENTS ARE FOUND UNLESS SHOWN (S) SET

- NOTES:
- THE FIRE ACCESS DRIVE SHALL BE PERPETUALLY MAINTAINED BY THE PROPERTY OWNER.
  - A PORTION OF LOT A IS LOCATED IN ZONE A "100-YEAR FLOOD" AS SHOWN BY FIRM MAP NUMBER 2907Y0045D, DATED OCTOBER 18, 2011.
  - THE FIRE ACCESS DRIVE SHALL BE PERPETUALLY MAINTAINED BY THE PROPERTY OWNER.

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 T48N R1W, IN WASHINGTON, FRANKLIN COUNTY, MISSOURI, BEING LOT A OF HIGHLAND MEADOWS PLAT 6 RECORDED IN DOCUMENT NO. 1513075 AND CONTAINING 11.28 ACRES.

THESE LOTS ARE SUBJECT TO EASEMENTS DEDICATED BY THE PLAT OF HIGHLAND MEADOWS PLAT 6.

I THEN SUBDIVIDED LOT A OF HIGHLAND MEADOWS PLAT 6 RECORDED IN DOCUMENT NO. 1513075 INTO TWO LOTS AS SHOWN ON THE FACE OF THE PLAT.

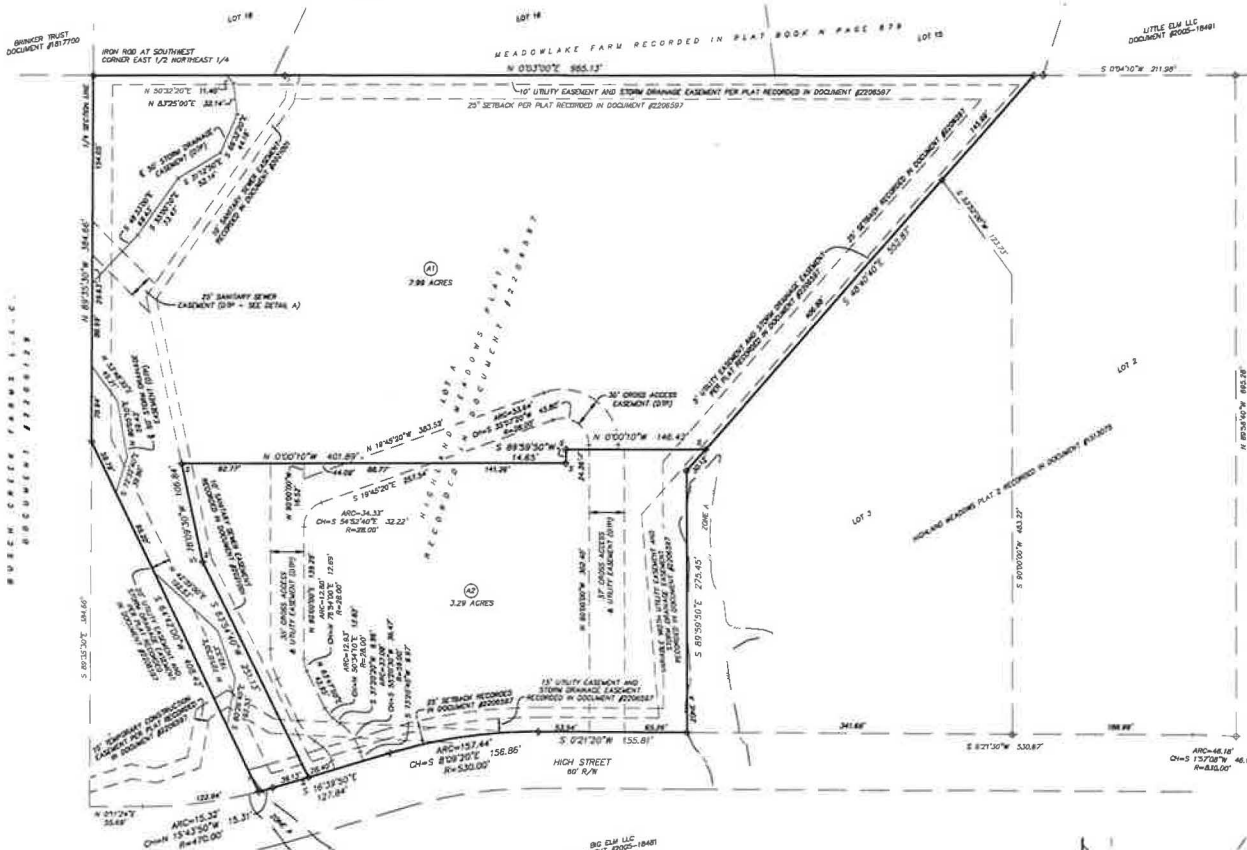
THIS URBAN PROPERTY HAS BEEN SURVEYED AND SUBDIVIDED IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ENGINEERING SURVEYS & SERVICES  
 MISSOURI L.S. 02097, B000004672  
 1113 FAY STREET  
 COLUMBIA, MO 65201  
 PHONE: (573) 448-2646  
 EMAIL: FCARR@ESS-S-NC.COM

FREDERICK E. CARROZ III  
 PROFESSIONAL LAND SURVEYOR  
 PLS - 2008016553



RIVERBEND ESTATES II, LP,  
 NW 1/4 SECTION 28 T48N R1W  
 WASHINGTON, FRANKLIN COUNTY, MISSOURI



I, THE UNDERSIGNED MEMBER OF COUNTRY CLUB PROPERTIES, L.L.C., OWNER OF THE TRACT OF LAND SHOWN HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND RE-SUBDIVIDED INTO LOTS IN THE MANNER SHOWN HEREON.

THE FIRE LANE, INGRESS/EGRESS EASEMENT SHOWN ON THE PLAT IS HEREBY GRANTED TO THE CITY OF WASHINGTON FOR THE USE BY EMERGENCY PERSONNEL, AS AN INGRESS/EGRESS EASEMENT AND AS A FIRE LANE ACCESS FOR EMERGENCY SERVICES INCLUDING BUT NOT LIMITED TO FIRE, POLICE, AND AMBULANCE, AND SHALL BE PERPETUALLY MAINTAINED BY THE PROPERTY OWNER.

ALL LOTS IN THIS SUBDIVISION ARE HEREBY SUBJECT TO THE RESTRICTIONS AND CONDITIONS SET FORTH IN AN INSTRUMENT RECORDED IN DOCUMENT NO. 1513076 IN THE OFFICE OF THE RECORDER OF DEEDS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PEACH WAY HOLDINGS, LLC

WILL MARKEL, REGISTERED AGENT

STATE OF MISSOURI )  
 COUNTY OF BOONE ) SS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023 BEFORE ME PERSONALLY APPEARED WILL MARKEL, REGISTERED AGENT OF COUNTRY CLUB PROPERTIES, L.L.C., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN SUBDIVISION ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

I, DOUG TRENTMANN, COLLECTOR OF REVENUE FOR FRANKLIN COUNTY, MISSOURI, FIRST BEING DULY SWORN DEPOSE AND SAY THAT I AM FAMILIAR WITH THE LAND BELONGING TO RIVERBEND ESTATES, LP AND RESUBDIVIDED AS HIGHLAND MEADOWS PLAT 7 AND FURTHER STATE THAT THERE ARE NO DELINQUENT TAX ASSESSMENTS ON THE AFORESAID LAND SHOWN DUE FRANKLIN COUNTY.

DOUG TRENTMANN, COLLECTOR OF REVENUE  
 FRANKLIN COUNTY, MISSOURI

I, SHERRI KLEKAMP, CITY CLERK FOR AND WITHIN THE CITY OF WASHINGTON, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF HIGHLAND MEADOWS PLAT 7 WAS APPROVED BY THE CITY COUNCIL OF WASHINGTON, MISSOURI, BY ORDINANCE NO. \_\_\_\_\_, PASSED AND APPROVED THE \_\_\_\_ OF \_\_\_\_\_, 2023.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY OFFICIAL SEAL OF THE CITY OF WASHINGTON, MISSOURI, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

SHERRI KLEKAMP, CITY CLERK  
 WASHINGTON, MISSOURI

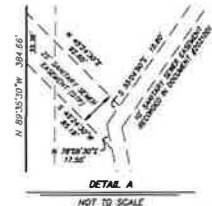
STATE OF MISSOURI )  
 COUNTY OF FRANKLIN )

I, LISA A. SMAR, RECORDER OF DEEDS, WITHIN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023 AT \_\_\_\_ O'CLOCK \_\_\_\_ M. AND DULY RECORDED IN DOCUMENT NO. \_\_\_\_\_ ON SAID DATE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AFFIRMED MY OFFICIAL SEAL, AT MY OFFICE IN UNION, THE DATE AFORESAID.

LISA A. SMAR, RECORDER

BY \_\_\_\_\_, DEPUTY



CITY OF WASHINGTON, MISSOURI

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

FINAL PLAT APPLICATION

Date: June 13, 2023

Applicant Information:

Name MOCAP Development Company Phone 573-635-2255

Address 221 Bolivar Street Suite 401, Jefferson City, Missouri 65101

Do you own the subject property?  Yes  No

If not, please provide ownership information here:

Name Country Club Properties, L.C. Phone (573) 443-2021

Address 206 Peach Way, Columbia, MO 65203

Name of Subdivision Highland Meadows Plat 9

Date of Preliminary Plat Approval \_\_\_\_\_

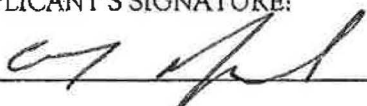
Number of Lots to be Recorded 2 Zoning District(s) SD - Senior District

Are the Improvements Complete?  Yes  No

If yes, improvements must be inspected and approved by City Staff prior to recording.  
If no, a copy of the guarantee agreement must be attached

*Two copies of the record plat must accompany this request*

APPLICANT'S SIGNATURE:

  
\_\_\_\_\_

APPLICANT/COMPANY NAME (Printed):

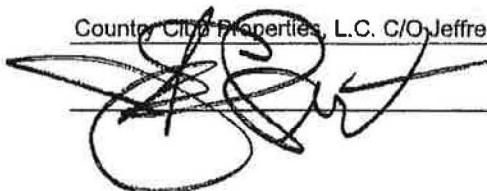
MOCAP Development Company

LANDOWNER SIGNATURE(s):

\_\_\_\_\_  
\_\_\_\_\_

LANDOWNER NAME (Printed):

Country Club Properties, L.C. C/O Jeffrey Smith

  
\_\_\_\_\_

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 | \$ 4,098,339.81          |
| 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>\$ 124,995,917.61</b> |

| MONTH          | 2017-2018              | 2018-2019              | 2019-2020              | 2020-2021              | 2021-2022              | 2022-2023              | Monthly % Increase/<br>(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             | 490,570.26             | -8.56%                            |
| 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>\$ 4,098,339.81</b> |                                   |

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

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

**3.39%**

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 | \$ 12,693,856.06        |
| TOTAL COLLECTIONS TO DATE: |           | <u>\$ 55,525,422.97</u> |

| MONTH         | 2017-2018              | 2018-2019              | 2019-2020              | 2020-2021              | 2021-2022              | 2022-2023              | Monthly %<br>Increase/<br>(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             | 245,285.14             | -8.56%                               |
| 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>\$ 2,049,169.38</b> |                                      |

Increase  
(Decrease) Over  
Prior Year

8.00%      -1.93%      3.80%      7.32%      6.57%

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

**3.39%**

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             | 245,285.23             | -8.56%                         |
| 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>\$ 2,049,169.52</b> |                                |

Increase (Decrease) Over Prior Year

|  |       |        |       |       |       |
|--|-------|--------|-------|-------|-------|
|  | 8.01% | -1.93% | 3.80% | 7.32% | 6.57% |
|--|-------|--------|-------|-------|-------|

COLLECTIONS 2005 TO PRESENT: **\$33,787,725.08**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **3.39%**

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

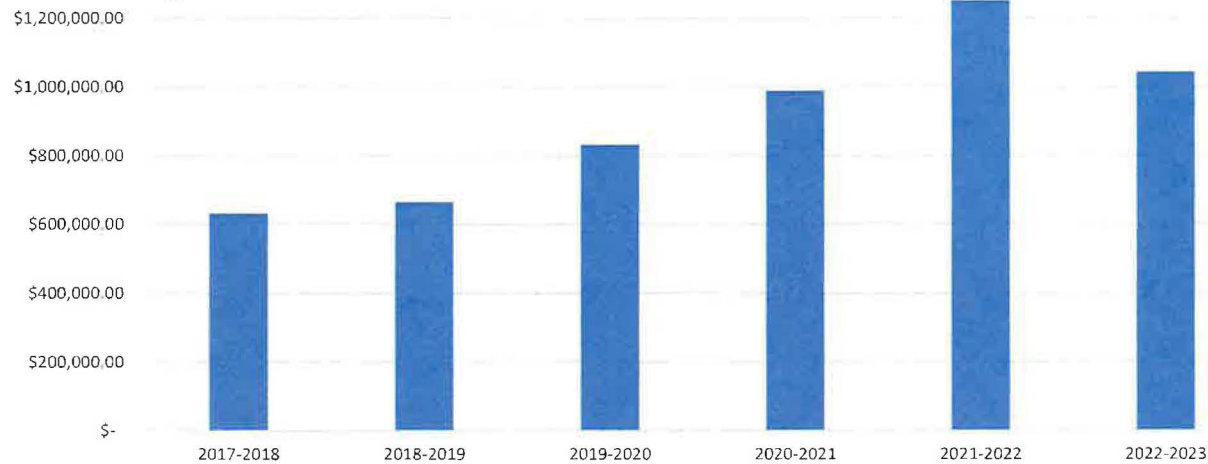


### LOCAL OPTION USE TAX

| MONTH        | 2017-2018            | 2018-2019            | 2019-2020            | 2020-2021            | 2021-2022              | 2022-2023              | Monthly %<br>Increase/<br>(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              | 100,202.40             | 10.57%                               |
| 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>\$ 1,042,675.21</b> |                                      |

COLLECTIONS 1998 TO PRESENT: **\$ 12,167,286.80**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR  
OCTOBER TO PRESENT: **16.71%**







| Account Type   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|--------------------------|-------------------------|--------------------|----------------------|--|----------------------|
| <b>Fund: 001 - GENERAL FUND</b>  |                          |                         |                    |                      |  |                      |
| Revenue  | 15,593,840.00            | 15,629,395.00           | 1,383,203.04       | 11,965,647.07        | -3,663,747.93                          | 23.44%               |
| Expense  | 16,293,840.00            | 16,447,715.00           | 1,063,472.73       | 10,511,000.37        | 5,936,714.63                           | 36.09%               |
| <b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>                             | <b>-700,000.00</b>       | <b>-818,320.00</b>      | <b>319,730.31</b>  | <b>1,454,646.70</b>  | <b>2,272,966.70</b>                    | <b>277.76%</b>       |
| <b>Fund: 003 - LIBRARY FUND</b>  |                          |                         |                    |                      |  |                      |
| Revenue  | 1,813,740.00             | 1,813,740.00            | 8,293.42           | 718,817.70           | -1,094,922.30                          | 60.37%               |
| Expense  | 1,810,640.00             | 1,854,860.00            | 156,511.73         | 1,482,634.00         | 372,226.00                             | 20.07%               |
| <b>Fund: 003 - LIBRARY FUND Surplus (Deficit):</b>                             | <b>3,100.00</b>          | <b>-41,120.00</b>       | <b>-148,218.31</b> | <b>-763,816.30</b>   | <b>-722,696.30</b>                     | <b>-1,757.53%</b>    |
| <b>Fund: 004 - VOLUNTEER FIRE FUND</b>   |                          |                         |                    |                      |  |                      |
| Revenue  | 908,110.00               | 908,110.00              | 3,388.30           | 935,346.48           | 27,236.48                              | 3.00%                |
| Expense  | 1,150,770.00             | 1,297,570.00            | 78,087.94          | 662,424.57           | 635,145.43                             | 48.95%               |
| <b>Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):</b>                      | <b>-242,660.00</b>       | <b>-389,460.00</b>      | <b>-74,699.64</b>  | <b>272,921.91</b>    | <b>662,381.91</b>                      | <b>170.08%</b>       |
| <b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</b>                    |                          |                         |                    |                      |  |                      |
| Revenue  | 295,000.00               | 295,000.00              | 32,500.00          | 374,493.75           | 79,493.75                              | 26.95%               |
| Expense  | 1,049,970.00             | 1,166,970.00            | 329,364.67         | 440,857.45           | 726,112.55                             | 62.22%               |
| <b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND Surplus (Deficit):</b> | <b>-754,970.00</b>       | <b>-871,970.00</b>      | <b>-296,864.67</b> | <b>-66,363.70</b>    | <b>805,606.30</b>                      | <b>92.39%</b>        |
| <b>Fund: 250 - STORMWATER IMPROVEMENT FUND</b>                                 |                          |                         |                    |                      |  |                      |
| Revenue  | 1,646,000.00             | 1,646,000.00            | 86,607.84          | 986,372.52           | -659,627.48                            | 40.07%               |
| Expense  | 3,365,430.00             | 3,595,430.00            | 247,235.04         | 1,209,148.18         | 2,386,281.82                           | 66.37%               |
| <b>Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):</b>              | <b>-1,719,430.00</b>     | <b>-1,949,430.00</b>    | <b>-160,627.20</b> | <b>-222,775.66</b>   | <b>1,726,654.34</b>                    | <b>88.57%</b>        |
| <b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND</b>                          |                          |                         |                    |                      |  |                      |
| Revenue  | 4,252,320.00             | 4,252,320.00            | 192,310.65         | 1,704,811.38         | -2,547,508.62                          | 59.91%               |
| Expense  | 4,930,000.00             | 5,108,700.00            | 843,496.00         | 1,631,389.45         | 3,477,310.55                           | 68.07%               |
| <b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):</b>       | <b>-677,680.00</b>       | <b>-856,380.00</b>      | <b>-651,185.35</b> | <b>73,421.93</b>     | <b>929,801.93</b>                      | <b>108.57%</b>       |
| <b>Fund: 261 - TRANSPORTATION SALES TAX FUND</b>                               |                          |                         |                    |                      |  |                      |
| Revenue  | 5,082,590.00             | 5,082,590.00            | 284,609.94         | 2,783,774.06         | -2,298,815.94                          | 45.23%               |
| Expense  | 8,016,140.00             | 8,418,230.00            | 389,516.35         | 4,075,899.57         | 4,342,330.43                           | 51.58%               |
| <b>Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):</b>            | <b>-2,933,550.00</b>     | <b>-3,335,640.00</b>    | <b>-104,906.41</b> | <b>-1,292,125.51</b> | <b>2,043,514.49</b>                    | <b>61.26%</b>        |
| <b>Fund: 265 - COP FUND</b>  |                          |                         |                    |                      |  |                      |
| Revenue  | 1,905,400.00             | 1,905,400.00            | 0.00               | 1,961,052.72         | 55,652.72                              | 2.92%                |
| 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>-139,447.28</b>   | <b>60,152.72</b>                       | <b>30.14%</b>        |
| <b>Fund: 272 - DOWNTOWN TIF RPA-1</b>  |                          |                         |                    |                      |  |                      |
| Revenue  | 330,800.00               | 330,800.00              | 0.00               | 361,796.54           | 30,996.54                              | 9.37%                |
| Expense  | 412,750.00               | 412,750.00              | 8,090.50           | 94,943.78            | 317,806.22                             | 77.00%               |
| <b>Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):</b>                       | <b>-81,950.00</b>        | <b>-81,950.00</b>       | <b>-8,090.50</b>   | <b>266,852.76</b>    | <b>348,802.76</b>                      | <b>425.63%</b>       |
| <b>Fund: 274 - RHINE RIVER TIF RPA-2</b>                                       |                          |                         |                    |                      |  |                      |
| Revenue  | 148,500.00               | 148,500.00              | -19,235.51         | 116,602.23           | -31,897.77                             | 21.48%               |
| Expense  | 148,500.00               | 148,500.00              | 0.00               | 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>-19,235.51</b>  | <b>-18,164.54</b>    | <b>-18,164.54</b>                      | <b>0.00%</b>         |
| <b>Fund: 400 - WATER FUND</b>  |                          |                         |                    |                      |  |                      |
| Revenue  | 2,065,910.00             | 2,065,910.00            | 173,177.00         | 1,350,107.37         | -715,802.63                            | 34.65%               |
| Expense  | 3,482,520.00             | 3,515,420.00            | 127,833.17         | 1,067,383.65         | 2,448,036.35                           | 69.64%               |
| <b>Fund: 400 - WATER FUND Surplus (Deficit):</b>                               | <b>-1,416,610.00</b>     | <b>-1,449,510.00</b>    | <b>45,343.83</b>   | <b>282,723.72</b>    | <b>1,732,233.72</b>                    | <b>119.50%</b>       |
| <b>Fund: 410 - SEWAGE TREATMENT FUND</b>                                       |                          |                         |                    |                      |  |                      |
| Revenue  | 2,898,000.00             | 2,898,000.00            | 226,545.52         | 1,932,309.55         | -965,690.45                            | 33.32%               |
| Expense  | 5,356,710.00             | 5,360,150.00            | 105,037.19         | 2,458,373.46         | 2,901,776.54                           | 54.14%               |
| <b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>                    | <b>-2,458,710.00</b>     | <b>-2,462,150.00</b>    | <b>121,508.33</b>  | <b>-526,063.91</b>   | <b>1,936,086.09</b>                    | <b>78.63%</b>        |

**Budget Report**

**For Fiscal: 2022-2023 Period Ending: 05/31/2023**

| <b>Account Type</b>                                    | <b>Original<br/>Total Budget</b> | <b>Current<br/>Total Budget</b> | <b>Period<br/>Activity</b> | <b>Fiscal<br/>Activity</b> | <b>Variance<br/>Favorable<br/>(Unfavorable)</b> | <b>Percent<br/>Remaining</b> |
|--|----------------------------------|---------------------------------|----------------------------|----------------------------|---|------------------------------|
| <b>Fund: 420 - SOLID WASTE FUND</b>                    |                                  |                                 |                            |                            |   |                              |
| Revenue  | 2,493,900.00                     | 2,493,900.00                    | 267,619.68                 | 1,804,511.51               | -689,388.49                                     | 27.64%                       |
| Expense  | 3,293,650.00                     | 3,410,650.00                    | 219,707.79                 | 1,939,303.08               | 1,471,346.92                                    | 43.14%                       |
| <b>Fund: 420 - SOLID WASTE FUND Surplus (Deficit):</b> | <b>-799,750.00</b>               | <b>-916,750.00</b>              | <b>47,911.89</b>           | <b>-134,791.57</b>         | <b>781,958.43</b>                               | <b>85.30%</b>                |
| <b>Report Surplus (Deficit):</b>                       | <b>-11,981,810.00</b>            | <b>-13,372,280.00</b>           | <b>-929,333.23</b>         | <b>-812,981.45</b>         | <b>12,559,298.55</b>                            | <b>93.92%</b>                |

13e

**Fund Summary**

| Fund                             | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) |
|----------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|
| 001 - GENERAL FUND               | -700,000.00              | -818,320.00             | 319,730.31         | 1,454,646.70       | 2,272,966.70                           |
| 003 - LIBRARY FUND               | 3,100.00                 | -41,120.00              | -148,218.31        | -763,816.30        | -722,696.30                            |
| 004 - VOLUNTEER FIRE FUND        | -242,660.00              | -389,460.00             | -74,699.64         | 272,921.91         | 662,381.91                             |
| 010 - VEHICLE & EQUIPMENT REP    | -754,970.00              | -871,970.00             | -296,864.67        | -66,363.70         | 805,606.30                             |
| 250 - STORMWATER IMPROVEME       | -1,719,430.00            | -1,949,430.00           | -160,627.20        | -222,775.66        | 1,726,654.34                           |
| 260 - CAPITAL IMPROVEMENT SAI    | -677,680.00              | -856,380.00             | -651,185.35        | 73,421.93          | 929,801.93                             |
| 261 - TRANSPORTATION SALES TA    | -2,933,550.00            | -3,335,640.00           | -104,906.41        | -1,292,125.51      | 2,043,514.49                           |
| 265 - COP FUND                   | -199,600.00              | -199,600.00             | 0.00               | -139,447.28        | 60,152.72                              |
| 272 - DOWNTOWN TIF RPA-1         | -81,950.00               | -81,950.00              | -8,090.50          | 266,852.76         | 348,802.76                             |
| 274 - RHINE RIVER TIF RPA-2      | 0.00                     | 0.00                    | -19,235.51         | -18,164.54         | -18,164.54                             |
| 400 - WATER FUND                 | -1,416,610.00            | -1,449,510.00           | 45,343.83          | 282,723.72         | 1,732,233.72                           |
| 410 - SEWAGE TREATMENT FUND      | -2,458,710.00            | -2,462,150.00           | 121,508.33         | -526,063.91        | 1,936,086.09                           |
| 420 - SOLID WASTE FUND           | -799,750.00              | -916,750.00             | 47,911.89          | -134,791.57        | 781,958.43                             |
| <b>Report Surplus (Deficit):</b> | <b>-11,981,810.00</b>    | <b>-13,372,280.00</b>   | <b>-929,333.23</b> | <b>-812,981.45</b> | <b>12,559,298.55</b>                   |