

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

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance

Approval of the Minutes from the November 20, 2023, Council Meeting

Need Motion/Mayor

Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor

Memo

a. Change Order #1 & Final Payment Request – Westlink Drive Improvement Project

b. Final Payment Request – Sliplining

2. PRIORITY ITEMS:

a. Tourism Commission Reappointment

Approve/Mayor

Memo

Mayor’s Presentations, Appointments & Reappointments

3. PUBLIC HEARINGS:

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

a. Flock Safety Cameras

Discussion

b. I-Tracking I&I Detection Equipment

Approve/Mayor

Memo

7. ORDINANCES/RESOLUTIONS:

a. An ordinance authorizing and directing the execution of an Agreement for Stray Animal Boarding by and between the City of Washington, Missouri and the Franklin County Humane Society.

Read & Int/Read/Vote/Mayor

Memo

b. An ordinance repealing Sections 500.010, 500.020, 500.050, 500.060, 500.080 and 500.090 of the Code of the City of Washington and enacting in lieu thereof new Sections 500.010, 500.020, 500.050, 500.060, 500.080 and 500.090 of the Code of the City of Washington, Missouri.

Read & Int/Read/Vote/Mayor

Memo

c. An ordinance authorizing and directing the execution of a General Services Agreement Consulting Contract by and between the City of Washington, Missouri and Boonslick Regional Planning Commission.

Read & Int/Read/Vote/Mayor

Memo

d. An ordinance authorizing and directing the execution of a CMAQ-Congestion Mitigation and Air Quality Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the Highway 100/Rabbit Trail Intersection Improvement and Phoenix Center Drive Relocation Project CMAQ-6400(628).

Read & Int/Read/Vote/Mayor

Memo

- | | | |
|--|----------------------------|------|
| e. An ordinance authorizing and directing the execution of an STBG-Surface Transportation Block Grant Program Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the Third Street Project STBG-6401(603). | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance amending the 2022-2023 Budget for the period of October 1, 2022, through September 30, 2023, for the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance amending the 2023-2024 Budget for the period of October 1, 2023, through September 30, 2024, for the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| h. An ordinance amending Article I, Chapter 140 of the Code of the City of Washington, Missouri by adding thereto certain financial policies. | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Cummings, McGowan & West (CMW) Equipment for the purchase of a 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor. | Read & Int/Read/Vote/Mayor | Memo |
| j. An ordinance amending Section 700.320 of the Code of the City of Washington, Missouri relating to Water Connection Fees. | Read & Int/Read/Vote/Mayor | Memo |
| k. An ordinance approving a Boundary Adjustment for Highland Meadows Plat 9A, in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY'S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. Winter Snow Removal Tips

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, NOVEMBER 29, 2023

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, NOVEMBER 20, 2023**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, November 20, 2023, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members: Ward I	Al Behr	Absent
	Duane Reed	Present
Ward II	Mark Hidritch	Present
	Mark Wessels	Present
Ward III	Chad Briggs	Present
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Manager	Shauna Pfitzinger
	Street Superintendent	Tony Bonastia
	Emergency Management Director	Justin Frankenberg
	Police Chief	Jim Armstrong
	City Engineer	Charles Stankovic

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 November 6, 2023, Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's/Treasurer's Report Summary – August 2023
- * Investment Report – August 2023

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

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments:

* Library Board of Trustees Appointment

November 13, 2023

To the City Council

Washington, Missouri

Dear Council Members:

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

Gretchen Pettet – term ending June 2026

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Police Department Appointment

November 14, 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 period term:

<i>NAME</i>	<i>TERM BEGINS</i>	<i>TERM ENDS</i>
<i>Jason E. Angle</i>	<i>November 21, 2023</i>	<i>May 21, 2024</i>
<i>Police Officer</i>		<i>(1st 6 months)</i>

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Police Department Reappointments

November 14, 2023

City Council

City of Washington

Washington, Missouri

Dear Council Members:

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

<i>NAME</i>	<i>DATE EFFECTIVE</i>	<i>DATE EXPIRES</i>
<i>Mike Wissbaum</i>	<i>December 1, 2023</i>	<i>December 1, 2024</i>
<i>Detective</i>		

<i>Robert Kelly</i>	<i>December 6, 2023</i>	<i>December 6, 2024</i>
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Police Officer

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

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* Police Officer Adam Sullentrup will be coming home on Tuesday, November 22. Anyone wishing to show their support should line up along Recreation Drive or Phoenix Drive between 7:15 p.m. and 8:00 p.m.

ORDINANCES/RESOLUTIONS

Bill No. 23-12908, Ordinance No. 23-13873, an ordinance authorizing and directing the City of Washington, Missouri to enter into an Agreement with Apptegy for Development of a Mobile Application, Website Design and Related Services.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 23-12909, Ordinance No. 23-13874, an ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Rosebud Tractor for the purchase of a 15' Bat Wing Bush Hog (Rotary Cutter).

The ordinance was introduced by Councilmember Patke.

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

Bill No. 23-12910, Ordinance No. 23-13875, an ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Sydenstricker Nobbe Partners for the purchase of a John Deere 6610M Cab Tractor and a 22' Diamond Flail Mower.

The ordinance was introduced by Councilmember Patke.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* None

MAYOR'S REPORT

* Please be careful this holiday season and be kind to one another.

CITY ADMINISTRATOR'S REPORT

* South Point Dog Park Ribbon Cutting Tuesday, November 21 at 2 p.m. Thank you to the Washington Lions Club and the Washington Dog Park Club for dedicating the new mini shelters.

COUNCIL COMMENTS

* Happy Thanksgiving.

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 7:16 p.m. on the following roll call vote; Hidritch-aye, Briggs-aye, Patke-aye, Holtmeier-aye, Reed-aye, Wessels-aye, Coulter-aye, Behr-absent.

The regular session reconvened at 7:28 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:28 p.m. by Councilmember Holtmeier, seconded by Councilmember Patke passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



November 28, 2023

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

RE: Westlink Drive Improvement Project, STP-6400(627)

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 1 and the Final Pay Request for this construction project. The total project cost for the STP grant portion is \$373,994.96 which is \$15,288.39 less than the bid amount due to reductions in the amount of base repair and surface course asphalt that was placed on the project.

This change order includes asphalt work that is considered non-participating to the STP grant portion of this project, therefore the City pays 100% of the work. This work was added to the Westlink project after the Westlink bids were received and included work to pave the Recycling Center parking lot and Recycle Center Drive for a cost of \$51,572.00. The Street Department has \$20,000.00 budgeted to overlay the Recycling Center parking lot and the remainder of this work will be paid from the Transportation Sales Tax Fund budgeted amount for the Westlink Drive Project.

Respectfully submitted,

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

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



CHANGE ORDER #1 AND FINAL PAYMENT REQUEST

NAME OF PROJECT: Westlink Drive Improvement Project, STP-6400(627)

OWNER: City of Washington, Missouri

CONTRACTOR: N.B. West Contracting

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price	\$ 389,283.35
Change Order #1 PARTICIPATING	\$ -15,288.39
Final Contract Amount PARTICIPATING	\$ 373,994.96
Change Order #1 NON-PARTICIPATING	\$ 51,572.00
Previous Payments.....	\$ -57,199.00
Balance Remaining.....	\$ 368,367.96

Accepted:

Approval:

Date: _____

Date: _____

N.B. WEST CONTRACTING

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	STP-6400(627)	15653	11/16/23	WESTLINK DR	Net 30 Days

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
11/23	178	1	App# 2 MOBILIZATION	234668.	1		21,145.00
11/23	178	2	App# 2 SYNTHETIC EROSION	234668.	2	0.000	0.00
11/23	178	3	App# 2 TAPER MILLING	234668.	3	7.30000	1,937.000
11/23	178	4	App# 2 BUTT JOINT MILLING	234668.	4	7.30000	1,937.000
11/23	178	5	App# 2 ASPHALT SURFACE CO	234668.	5	101.00000	2,010.010
11/23	178	6	App# 2 6" ASPHALT BASE (3 LI	234668.	6	400.00000	46.500
11/23	178	7	App# 2 BASE REPAIR WHEN E	234668.	7	200.00000	157.150
11/23	178	8	App# 2 ADJUST WATER VALVE	234668.	8	24.00000	4.000
11/23	178	9	App# 2 4" WHITE STRIPING	234668.	9	0.50000	10,232.000
11/23	178	10	App# 2 4" YELLOW STRIPING	234668.	10	0.75000	3,925.000
11/23	178	11	App# 2 24" WHITE STOP BAR :	234668.	11	10.00000	45.000
11/23	178	12	App# 2 WHITE PAVEMENT MAI	234668.	12	100.00000	2.000
11/23	178	13	App# 2 3" ROLLED CURB	234668.	13		0.000
11/23	178	14	App# 2 CONCRETE 6" VERTIC	234668.	14		0.000
11/23	178	15	App# 2 DRIVEWAY R/R (8" THI	234668.	15		0.000
11/23	178	16	App# 2 FULL DEPTH CONCRE	234668.	16		0.000
11/23	178	17	App# 2 ADJUST MANHOLES	234668.	17		0.000
11/23	178	18	App# 2 15" CMP R/R	234668.	18		0.000
11/23	178	19	App# 2 GRADING, SEED AND :	234668.	19		0.000
11/23	178	20	App# 2 RELOCATE EXISTING :	234668.	20		0.000
11/23	178	21	App# 2 CHANNELIZERS	234668.	21	18.00000	200.000
11/23	178	22	App# 2 ROAD WORK AHEAD ('	234668.	22	160.00000	4.000
11/23	178	23	App# 2 BE PREPARED TO STC	234668.	23	160.00000	4.000
11/23	178	24	App# 2 FLAGGER SYMBOL SIC	234668.	24	160.00000	4.000
11/23	178	25	App# 2 MOBILE LANE CLOSUF	234668.	25	1.00000	4.000

Total Sales Tax	\$316,795.96
Less Retainage	
Total Due	\$316,795.96

Thank You for Your Business!!!

1a

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 15653

To Owner: CITY OF WASHINGTON
405 JEFFERSON

Project: 234668. WESTLINK DR - PW

Application No.: 2

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

WASHINGTON, MO 63090

Period To: 11/15/2023

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	\$389,283.35
2. Net Change By Change Order	-\$15,288.39
3. Contract Sum To Date	\$373,994.96
4. Total Completed and Stored To Date	\$373,994.96
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	\$373,994.96
7. Less Previous Certificates For Payments	\$57,199.00
8. Current Payment Due	\$316,795.96
9. Balance To Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$782.00	\$0.00
Total Approved this Month	\$18,362.60	\$34,432.99
TOTALS	\$19,144.60	\$34,432.99
Net Changes By Change Order	-\$15,288.39	

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: Dan Rasmussen Date: 11-16-23

State of: MO
Subscribed and sworn to before me this 16th
Notary Public: DJH
My Commission expires: 5/3/24

County of: St. Louis
day of Nov 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 \$316,795.96

(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.

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

Application No. : 2

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

Application Date : 11/16/23

To: 11/15/23

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

Architect's Project No.:

Invoice # : 15653

Contract : 234668. WESTLINK DR - PW

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	MOBILIZATION	26,145.00	5,000.00	21,145.00	0.00	26,145.00	100.00%	0.00	
2	SYNTHETIC EROSION CONTROL (SILT FENCE)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
3	TAPER MILLING	14,140.10	0.00	14,140.10	0.00	14,140.10	100.00%	0.00	
4	BUTT JOINT MILLING	14,140.10	0.00	14,140.10	0.00	14,140.10	100.00%	0.00	
5	ASPHALT SURFACE COURSE, BP-2	203,011.01	0.00	203,011.01	0.00	203,011.01	100.00%	0.00	
6	6" ASPHALT BASE (3 LIFTS)	18,600.00	0.00	18,600.00	0.00	18,600.00	100.00%	0.00	
7	BASE REPAIR WHEN ENCOUNTERED (6")	31,430.00	0.00	31,430.00	0.00	31,430.00	100.00%	0.00	
8	ADJUST WATER VALVES IN STREET	96.00	0.00	96.00	0.00	96.00	100.00%	0.00	
9	4" WHITE STRIPING	5,116.00	0.00	5,116.00	0.00	5,116.00	100.00%	0.00	
10	4" YELLOW STRIPING	2,943.75	0.00	2,943.75	0.00	2,943.75	100.00%	0.00	
11	24" WHITE STOP BAR STRIPING	450.00	0.00	450.00	0.00	450.00	100.00%	0.00	
12	WHITE PAVEMENT MARKING SYMBOLS	200.00	0.00	200.00	0.00	200.00	100.00%	0.00	
13	3" ROLLED CURB	2,970.00	2,970.00	0.00	0.00	2,970.00	100.00%	0.00	
14	CONCRETE 6" VERTICAL CURB	5,934.00	5,934.00	0.00	0.00	5,934.00	100.00%	0.00	
15	DRIVEWAY R/R (8" THICK)	9,407.50	9,407.50	0.00	0.00	9,407.50	100.00%	0.00	
16	FULL DEPTH CONCRETE PAVEMENT (8" THICK)	16,987.50	16,987.50	0.00	0.00	16,987.50	100.00%	0.00	
17	ADJUST MANHOLES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	
18	15" CMP R/R	8,050.00	8,050.00	0.00	0.00	8,050.00	100.00%	0.00	
19	GRADING, SEED AND STRAW	7,650.00	7,650.00	0.00	0.00	7,650.00	100.00%	0.00	
20	RELOCATE EXISTING SIGNS	200.00	200.00	0.00	0.00	200.00	100.00%	0.00	
21	CHANNELIZERS	3,600.00	0.00	3,600.00	0.00	3,600.00	100.00%	0.00	
22	ROAD WORK AHEAD (W20-1) SIGN 48"X48"	640.00	0.00	640.00	0.00	640.00	100.00%	0.00	
23	BE PREPARED TO STOP (W3-4) SIGN 48"X48"	640.00	0.00	640.00	0.00	640.00	100.00%	0.00	
24	FLAGGER SYMBOL SIGN (W20-7A) 48"X48"	640.00	0.00	640.00	0.00	640.00	100.00%	0.00	
25	MOBILE LANE CLOSURES, FLAGGERS	4.00	0.00	4.00	0.00	4.00	100.00%	0.00	
Grand Totals		373,994.96	57,199.00	316,795.96	0.00	373,994.96	100.00%	0.00	0.00

1a

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		15628	11/13/23	CITY OF WASHINGTON RECYCLE CENTER	Net 30 Days

Mth/Trans	Description	Contract	Amount
10/23 409	CITY OF WASHINGTON RECYCLE CENTER	234678	\$25,786.00

Notes:

Total Sales Tax	\$25,786.00
Less Retainage	
Total Due	\$25,786.00


Thank You for Your Business!!!

Invoice



314-962-3145
www.nbwest.com

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

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		15629	11/13/23	CITY OF WASHINGTON RECYCLE DRIVE	Net 30 Days

Mth/Trans	Description	Contract	Amount
10/23 410	CITYOFWASHINGTON RECYCLE DRIVE	234678.	\$25,786.00

Notes:

Total Sales Tax	\$25,786.00
Less Retainage	
Total Due	\$25,786.00

Thank You for Your Business!!!



November 28, 2023

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

RE: Final Payment Request – Insituform Technologies LLC

Honorable Mayor and City Council:

The Wastewater Department is asking for final payment for the slip lining of sanitary sewer lines. The project, originally bid at \$340,231.00, this amount was revised September 18, 2023 for the amount of \$348,700.10 due to changes in the scope of work.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem", is written over a light blue circular stamp.

Kevin Quaethem
Water and Wastewater Superintendent



FINAL PAYMENT REQUEST

TO: City Council
 NAME OF PROJECT: Slip Lining
 OWNER: CITY OF WASHINGTON
 CONTRACTOR: Insituform Technologies USA, LLC

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

Original Contract Amount	\$340,231.00
Change Order.....	\$8,469.10
Adjusted Contract Amount.....	\$348,700.10
Current Payments.....	\$226,795.81
Final Payment Request – Retainage	\$121,904.29

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____



TO: CITY OF WASHINGTON
 PUBLIC WORKS DEPARTMENT
 405 JEFFERSON STREET
 WASHINGTON, MO 63090

Make Checks Payable to:
INSITUFORM TECHNOLOGIES USA, LLC
 PLEASE REMIT PAYMENT TO:
 Insituform Technologies LLC
 PO Box 74008440
 Chicago, IL 60674-8440

ESTIMATE #
 INVOICE #
 JOB #
 WORK COMPLETED THRU:
 INVOICE DATE:
 FEDERAL ID

FINAL
 RETAINAGE
 103026
 09/18/23
 09/18/23
 13-3032158

CONTRACT 2023 CAST-IN-PLACE CIPP PROJ.
 PROJECT WASHINGTON MO,2023 CIPP PROJ

ITEM NO	DESCRIPTION	CONTRACT		COMPLETED THIS PERIOD			COMPLETED-TO-DATE		
		QUANTITY	UNIT PRICE	QUANTITY	%	AMOUNT	QUANTITY	%	AMOUNT
1	Pre and Post CCTV 8"-12"	5,163 LF	\$4.30	0 LF	0%	\$0.00	5,625 LF	109%	\$24,187.50
2	CIPP 6"-8"	5,163 LF	\$37.40	0 LF	0%	\$0.00	5,114 LF	99%	\$191,263.60
3	Pre and Post CCTV 30"	145 LF	\$19.10	0 LF	0%	\$0.00	149 LF	103%	\$2,845.90
4	CIPP 30"	145 LF	\$195.00	0 LF	0%	\$0.00	149 LF	103%	\$29,055.00
5	Mobilization	1 LS	\$2,900.00	0 LS	0%	\$0.00	1 LS	100%	\$2,900.00
CO1.1	Pre and Post CCTV 8"-12"	2182 LF	\$4.30	0 LF	0%	\$0.00	2,215 LF	102%	\$9,524.50
CO1.2	CO1.2 CIPP 6"-8"	2182 LF	\$37.40	0 LF	0%	\$0.00	2,264 LF	104%	\$84,673.60
CO	Down time for point repair	5 Hr	\$850.00	0 Hr	0%	\$0.00	5 Hr	100%	\$4,250.00

TOTAL CONTRACT:	#REF!	EARNED THIS PERIOD:	\$0.00	EARNED TO DATE:	\$348,700.10
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Month Gross	\$0.00	Less: Retainage @	0%	0.00
Month Retention	\$0.00	Previous Estimates		348,700.10
Month Open	\$0.00	Other		
Customer Number:		Payments		
		Applied to Date		331,265.12
		RETAINAGE DUE		
		THIS ESTIMATE:		<u>\$17,434.98</u>



Stronger. Safer. Infrastructure.™

BILL TO:
CITY OF WASHINGTON
PUBLIC WORKS DEPARTMENT
405 JEFFERSON STREET
WASHINGTON, MO 63090

CONTRACT : 2023 CAST-IN-PLACE CIPP PROJ.
PROJECT: WASHINGTON MO,2023 CIPP PROJ.

PLEASE REMIT BY CHECK TO :
INSITUFORM TECHNOLOGIES LLC
P.O. BOX 74008440
CHICAGO, IL 60674-8440

PLEASE REMIT BY ACH TO :
INSITUFORM TECHNOLOGIES LLC
BANK OF AMERICA MERRILL LYNCH
ROUTING: 111000012
SWIFT: BOFAUS3N
ACCOUNT: 003750825891

PAGE : 1 of 1
DATE : 7/31/2023
ESTIMATE :
INVOICE # 731411
CUSTOMER PO :
JOB NUMBER : 103026
PAYMENT TERMS : Net 30 Days
FEDERAL ID : 13-3032158

ITEM NO	DESCRIPTION OF WORK	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
01	Pre and Post CCTV 8"-12"	5,163.00	LF	4.30	22,200.90	462.00	1,986.60	5,625.00	24,187.50
02	CIPP 6"-8"	5,163.00	LF	37.40	193,096.20	2,802.00	104,794.80	5,114.00	191,263.60
03	Pre and Post CCTV 30"	145.00	LF	19.10	2,769.50	0.00	0.00	149.00	2,845.90
04	CIPP 30"	145.00	LF	195.00	28,275.00	0.00	0.00	149.00	29,055.00
05	Mobilization	1.00	LS	2,900.00	2,900.00	0.00	0.00	1.00	2,900.00
06	CO1.1 Pre and Post CCTV 8"-12"	2,182.00	LF	4.30	9,382.60	741.00	3,186.30	2,215.00	9,524.50
07	CO1.2 CIPP 6"-8"	2,182.00	LF	37.40	81,606.80	0.00	0.00	295.00	11,033.00

TOTAL CONTRACT	340,231.00	EARNED THIS PERIOD	109,967.70	EARNED TO DATE	270,809.50
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Month Gross	109,967.70	Sales Tax	
Sales Tax		Less: Retainage	13,540.48
Month Retention	(5,498.39)	Previous Estimate	160,841.80
Month Open	104,469.31		
Customer #	95404		

AMOUNT DUE THIS ESTIMATE 104,469.31



City of Washington
Tourism Commission
405 Jefferson Street
Washington, MO 63090

November 21, 2023

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

Dear Mayor and Council Members:

The Washington Tourism Commission hereby submits for your approval the reappointment of Rita Griesheimer to serve on the Washington Tourism Commission. Her commission will expire December 2026.

Respectfully submitted,

Darren Lamb
Secretary



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: I-Tracking I&I Detection Equipment
Date: 11/28/2023

Mayor and Council,

As you know, we are continually moving forward with sliplining the City Wastewater Collection System. To be more efficient in this, the department has been looking for equipment to improve on the process.

This I-Tracking System will give us the ability to install 12 units in the system using our current mapping software. Once these are installed, we can monitor inflow and infiltration in the area. We will then review the data, and determine which lines have the most severe I&I. This will give us the ability to fine tune our sliplining projects as we move forward. This equipment will be funded out of the sliplining fund.

The Board of Public Works and staff are asking for your approval to move forward with this equipment.

Thank You,

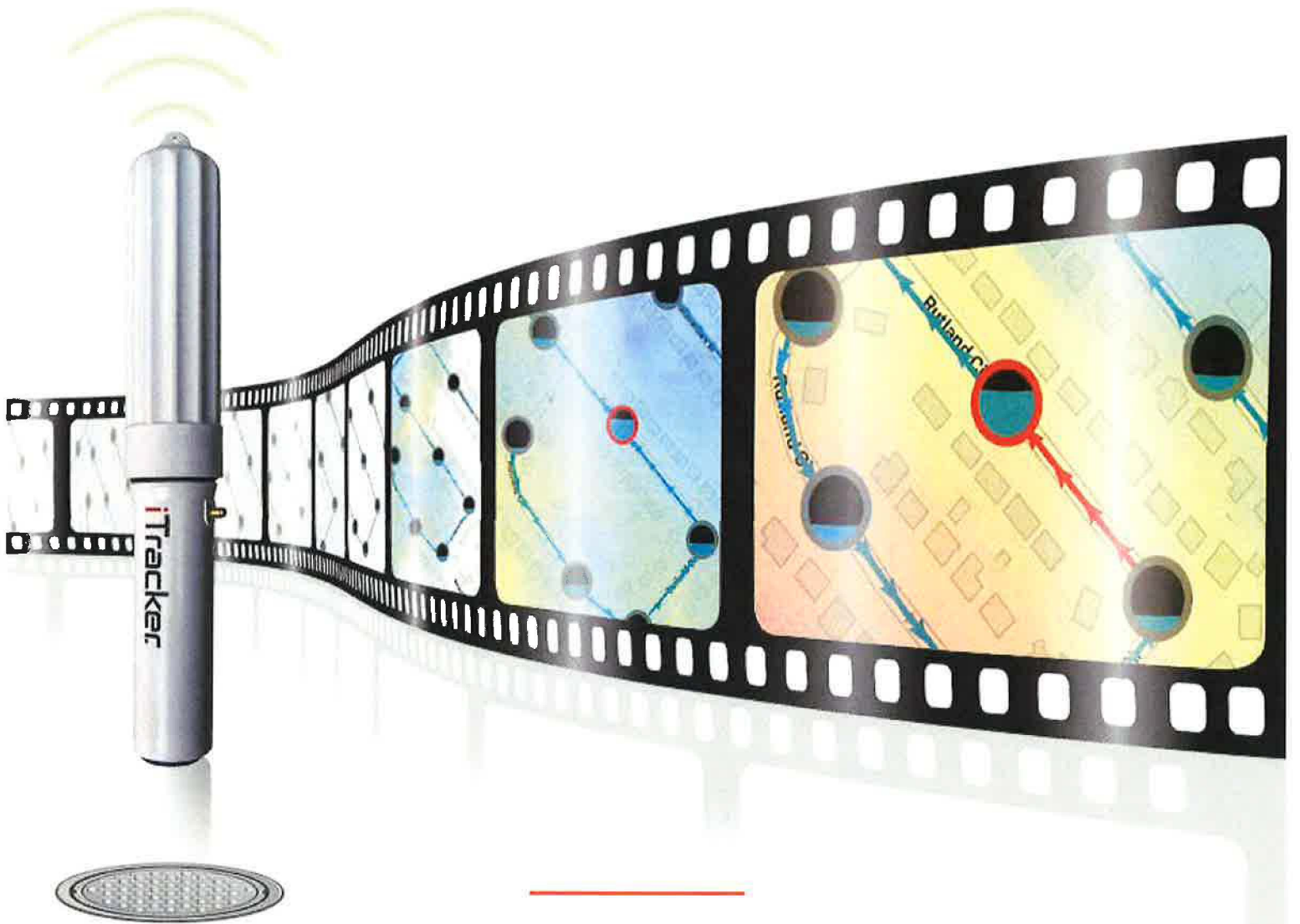
A handwritten signature in cursive script, appearing to read "Kevin Quaethem", written in black ink.

Kevin Quaethem

Public Works Superintendent

iTracking®

Videocentric I&I Detection

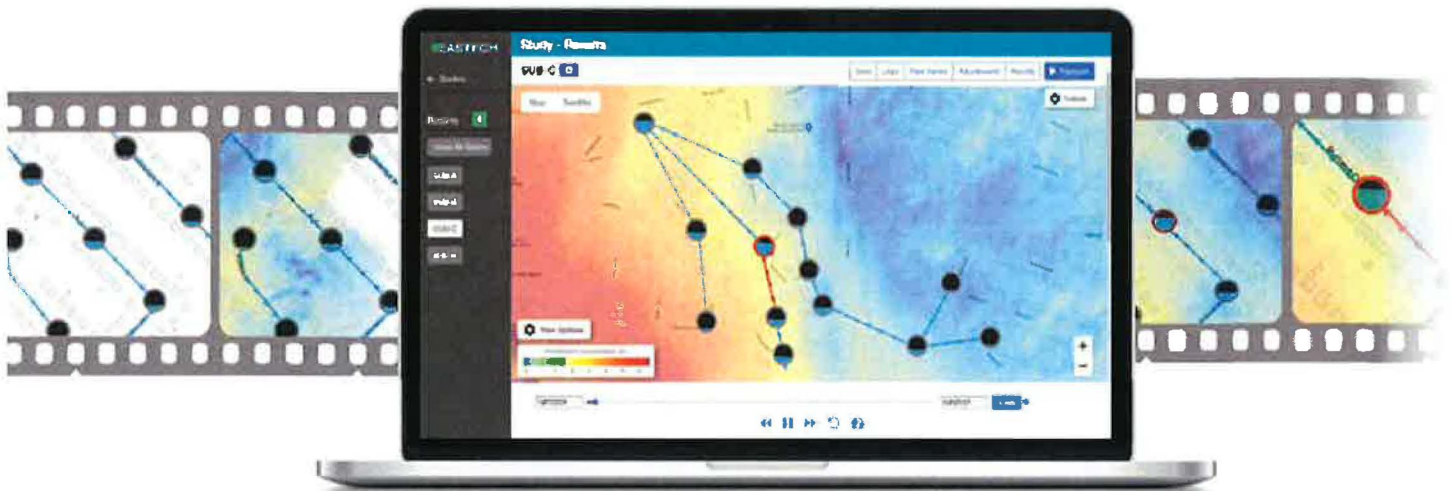


A High-Speed
Solution for
Pinpointing I&I

Videocentric I&I Detection

Locating faulty underground wastewater infrastructure has always been a daunting task. Finally, that is all about to change. iTracking®, along with its groundbreaking Computer Generated Imagery technology (Playback®), is poised to transition the complexities of Inflow and Infiltration (I&I) detection from a difficult and expensive process to one that is simple and inexpensive.

With a click of the Playback® button, users are immediately presented with an animated video showing the relationship between wastewater levels and weather events leading up to the I&I episode in question. Specifically developed algorithms quickly isolate and determine those sites responsible for the highest volumes of I&I. Each problematic site is then encircled with a "red ring" for quick identification. I&I is isolated to within adjacent monitored sites.



4 INDIVIDUAL TECHNOLOGIES

Every I&I detection study requires costly and time-consuming integration of four independently derived factors; geographic location, historical weather, sensor data and mathematical analysis.



1 USER-FRIENDLY SOLUTION

Utilizing CGI (Computer Generated Imagery) technology, Playback® efficiently integrates all four factors; location, weather, data and analysis, into a user-friendly, easy to understand animated video experience.

It starts with a Smart Sensor

iTracker smart I&I Detection sensors are packed with powerful features that give you the ability to monitor, analyze and alert on a single platform. Designed with both Bluetooth and cellular capability, sensors can be deployed in just 20 minutes, do not require confined space entry and are maintenance-free.



- Non-Contact
- Lightweight: 1.9lbs
- 18 Month Battery Life
- (2) - 3.6v Lithium D Cell
- Bluetooth and Cellular Enabled
- Onboard Data Logger



High Resolution Intelligence

iTracker Smart Sensors deliver a network of high resolution data points that quickly pinpoint I&I down to a set of adjoining manholes.

User-Friendly

20 Minute Setup

iTracker sensors can be installed in just 20 minutes without confined space entry.

5 Minute Data Retrieval

iTracker sensors allow for effortless setup and retrieval of data through either Bluetooth or cellular connectivity.

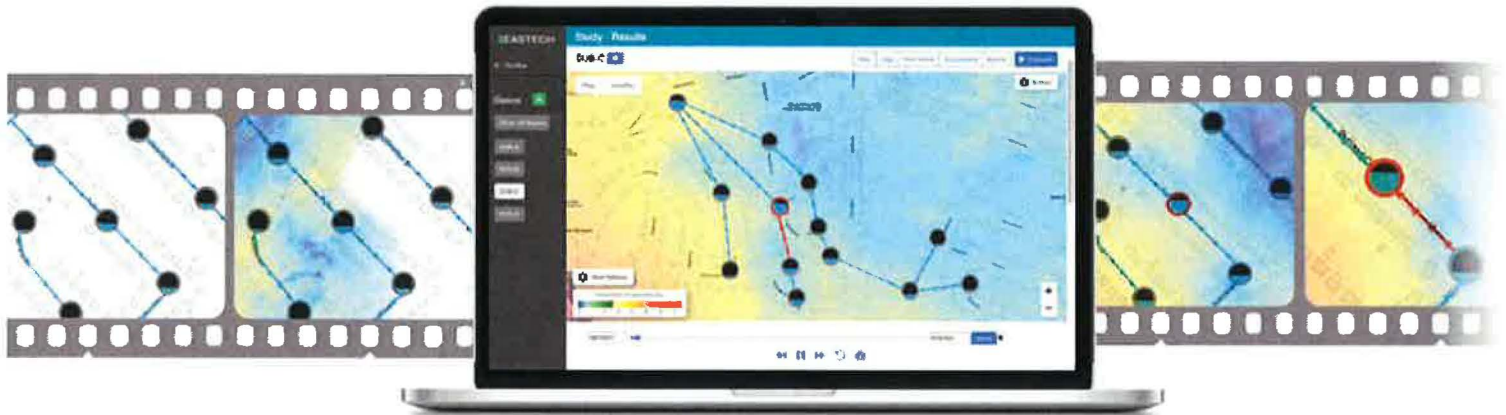
Cloud Connectivity Makes it Simple

Our cloud connectivity allows you to instantly access actionable reports and on-demand animated videos from any location.



Playback®: I&I Detection at a Glance

Playback® visually integrates location, weather, data and analysis into one simple to understand video



Stop Wondering... Start Watching

With iTracking's unique Playback® feature, the I&I discovery process becomes as simple as watching an animated video of the performance of your collection network under both normal and adverse weather conditions. Users are able to view, either in historical or real-time mode, wastewater volumes rising or receding in relation to storm intensity and follow along as dynamic

visuals provide a moving timeline of I&I contribution for each monitored location.

Updated every 5 minutes, sites responsible for the greatest increases of I&I are automatically indicated by highly visible red rings. By clicking on these sites, performance related graphs, charts and reports detailing the extent of I&I in GPM are automatically generated.

Precision Results

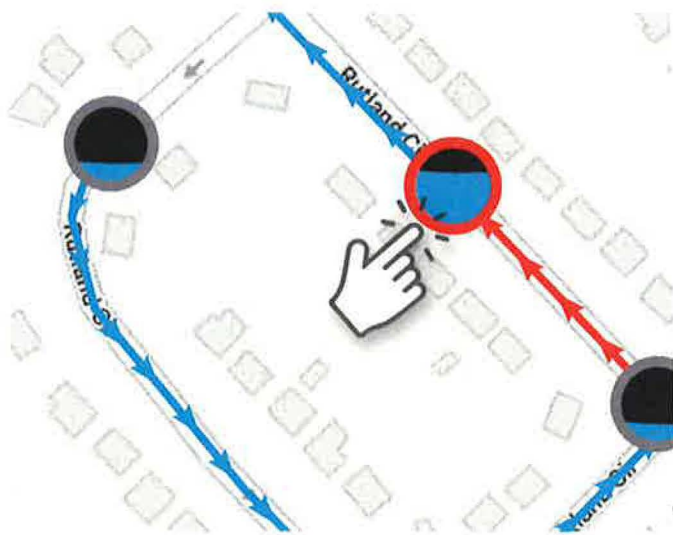
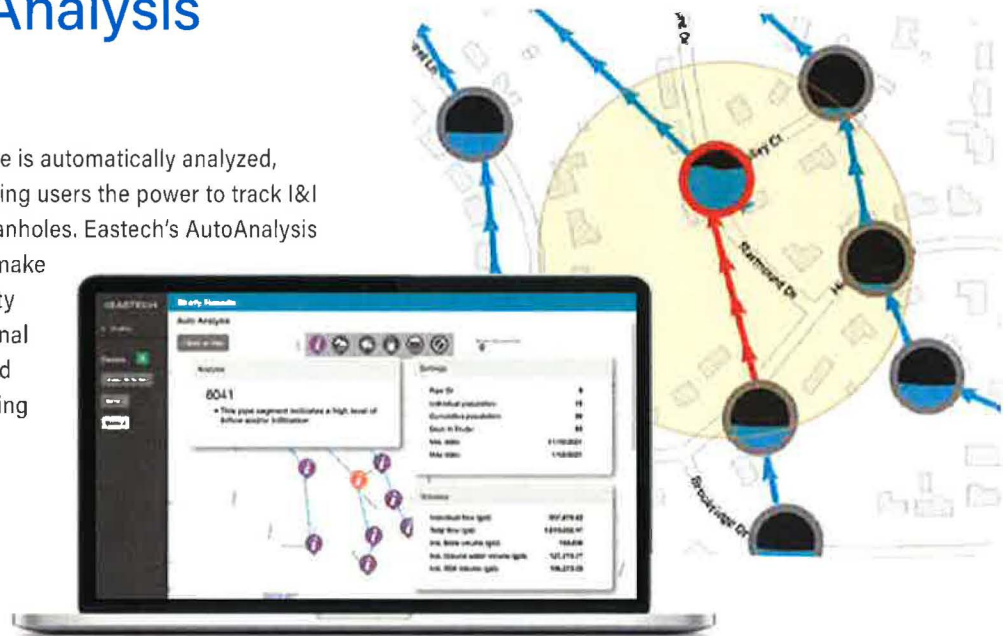
With Playback®, hours and days of animated video showing collection system performance can be compressed into just seconds of viewing time. At each monitored site, historical weather data, updated once every 5-minutes, is synced with 5, 10 or 15-minute interval flow data ultimately providing users with a clearly presented visualization of exactly what had transpired within the collection network during the I&I study period.

- See RDII effects relating to all monitored sites.
- Automatic designation (red ring) of sites exhibiting high volumes of I&I.
- Isolated analysis of monitored pipe segments.
- Automatic I&I analysis and generation of graphs and reports in GPM.



Automatic Analysis & Reports

Data from each monitored site is automatically analyzed, interpreted and displayed giving users the power to track I&I down to a pair of adjacent manholes. Eastech's AutoAnalysis and AutoReporting features make it easy for municipal and utility personnel to quickly obtain final study results without the need for tedious and time-consuming manual data interpretation.



The 80/20 Rule Applies

It has been proven over and over again by hundreds of studies dedicated to the detection of I&I that 80% of I&I resides in just 20% of the collection piping. This is why it is so important to select an I&I Detection System that has the ability to locate the 20% down to a set of adjacent manholes. It is here that iTracking® with Playback® differentiates itself from its competition. Every monitored pipe segment within the iTracking System has the analytical capability for generating individual graphs and reports in GPM relating specifically to the isolated segment selected for evaluation.

Clicking on any individual site automatically provides:

- Auto-Analytical Reports detailing the extent of I&I in GPM for each individually isolated pipe segment.
- Flow Graphs for each individually isolated pipe segment.
- Hydrographs for each individually isolated pipe segment.



Customer Support Program

1 Determination of iTracker® Placement

Prior to your placing an order, Eastech will assign a Project Manager to your account who will review a map of the areas selected for I&I investigation and recommend quantity and placement of iTracker® sensors.

2 On-Site Installation Supervision & Training

After order placement, a Project Manager will coordinate a mutually agreeable time to visit the site to supervise installation of iTracker® sensors and train field personnel in the operation of the iTracking® hardware.



Start to Finish Project Support

3 Data Retrieval and Upload Assistance

Collection of data can be accomplished through on-site Bluetooth connectivity or by direct upload to the Eastech Cloud via Cellular means. One of our Project Managers will be available online to assist.

4 Review of Results, Reports and Videos

Upon completion of uploading data to the Eastech Cloud, iTracking's auto-analytical software will present animated videos, reports and graphs that can then be reviewed and discussed with the Project Manager.



COMPARATIVE COST ANALYSIS

Conventional Flow Monitoring I&I Study versus iTracking® I&I Micro Detection
 (90 DAY I&I STUDY – 45,000 Linear Feet (9 Miles))

CONVENTIONAL I&I STUDY		ITRACKING® I&I MICRO DETECTION	
5 Flow Meters w/Installation	\$25,000	12 iTracker® Sensors w/ Installation	\$31,500
45,000LF Light Cleaning	\$33,750	Cloud-Based Analytical Software	Included
45,000LF CCTV	\$90,000	Video Playback®	Included
Meter + CCTV Reports	\$33,750	AutoAnalysis™/AutoReporting™	Included
TOTAL COST	\$182,500	*Success Program	Included
COST PER FOOT	\$4.05	COST PER FOOT	\$0.70

Add \$0.10/ft for Cellular Transmission

iTRACKING® PRICING

iTRACKING PURCHASE	
iTracker® Smart Sensor (Bluetooth Enabled)	\$2,625.00
iTracker® Smart Sensor (Bluetooth/Cellular Enabled)	\$2,985.00
Cloud-Based Analytical Software	Included
Video Playback®, AutoAnalysis™, AutoReporting™	Included
SUCCESS PROGRAM	Included

The above pricing is based upon the first year of iTracking® purchase and implementation. The pricing includes everything listed above (including mounting hardware) and everything required to conduct a successful I&I Detection Study. No hidden or additional costs.

Each following year, the only costs incurred will be \$480/annum/iTracker® for the Cloud-Based Analytical Software platform that includes AutoAnalysis™, AutoReporting™, Playback® and if requested, \$360/annum/iTracker® for cellular connectivity.



smartwastewater.com

Watch the iTracking video and see how we're changing the playing field with this new technology



800-226-3569 • 918-664-1212
 Fax: 918-664-8494

bb

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT FOR STRAY ANIMAL BOARDING BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE FRANKLIN COUNTY HUMANE SOCIETY

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

AGREEMENT FOR STRAY ANIMAL BOARDING PROGRAM BETWEEN
THE CITY OF WASHINGTON, MISSOURI AND FRANKLIN COUNTY
HUMANE SOCIETY OF MISSOURI

THIS AGREEMENT ("Agreement"), made and entered into by and between the City of Washington, Missouri (hereinafter referred to as "City"), and the Franklin County Humane Society of Missouri (hereinafter referred to as "Society"), to wit:

PURPOSE:

The Society desires to contract with the City for stray animal boarding services in a reasonable amount, which will result in increased service to the citizens of the City, cost effectiveness to the City, and professional services in the area of stray animal boarding and treatment.

1. Commencing on the effective date of this Agreement, Society will provide, and the City will accept the services of the Society for stray animal boarding for those animals found within the corporate limits of the City. The City shall pay Society the sum of \$35.00 per day up to a maximum of \$175.00 for the state-mandated five day hold plus a \$100.00 intake fee for each animal delivered by either the Police Department or a City resident. Society retains the sole discretion to accept or deny intake of any animal. Society shall charge City only actual days up to five days boarding, even in the event Society is legally required to hold an animal a full seven days in order to comply with statutory requirements. Society will provide City with an itemized monthly listing of the animals held and the locations at which they were found. City and Society may agree to amend these fees from time to time by written agreement signed by the parties which shall serve as an addendum to this Agreement.

2. The following procedures will apply:
 - a. In the event an animal is dropped off by a citizen, Society will obtain a signed voucher from the "finder" stating the citizen's name/address/contact information, (as required by the Missouri Animal Care Facilities Act), and stating the exact location within the City where the animal was found.

 - b. Society and the City will make reasonable efforts to determine whether the animal is stray versus an owned animal being surrendered by the owner.

- c. Animals brought in by the City and known or believed to be owned by a known owner shall be identified by the City's officers as such, and the officer shall supply known owner contact information. The five-day hold may be extended, and a ten-day hold fee may be assessed at Society's discretion in order to give known owner opportunity to collect the animal. Society will make reasonable efforts to contact the known owner via phone, letter, or email. Must be secured in a pen and cats must be secured in a crate. Officers must complete the surrender statement in its entirety and re-secure the premises. The city will not direct citizens to perform after-hours drop-offs.
5. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered between the Chief of Police or City Administrator for the City and the Executive Director or President of the Board of Directors of the Society.
 6. Each party hereunto states that it is an equal opportunity employer and does not unlawfully discriminate in employment or service.
 7. The Society shall provide an insurance policy naming the City as additional insured in the amount of no less than one hundred thousand dollars (\$100,000) per occurrence. The Society agrees to hold harmless, indemnify and defend the City and its officers, employees and agents for any and all liability of any type relating to any actions or omissions of the Society, its officers, employees or agents, including costs and attorney fees.
 8. This Agreement may be cancelled by the agreement of both parties or by one party giving sixty (60) days written notice of termination.
 9. The term of this Agreement shall be from December 1, 2023, through December 31, 2026.
 10. Copies of this agreement shall be on file with the City Clerk and Society.
 11. This Agreement shall constitute the entire agreement of the parties and shall supersede any and all prior agreements between the parties.
 12. This Agreement may be executed in counterpart.

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

CITY OF WASHINGTON, MISSOURI

By: _____
James D. Hagedorn, Mayor

Date: _____

Attest: _____
Sherri Klekamp, City Clerk

FRANKLIN COUNTY HUMANE SOCIETY

By: _____

Date: _____

Name: _____

Its: _____



November 28, 2023

Honorable Mayor and City Council
Washington, MO 63090

Re: Contract Renewal with Franklin County Humane Society

Dear Mayor and Council,

The City of Washington has been approached by the Franklin County Humane Society to negotiate a new agreement for stray animal boarding. Currently the City pays \$10.00 per day up to a maximum of \$50.00 for the state mandated five day hold plus a \$35.00 disposition fee for each animal delivered by either the Police Department or a City resident.

The proposed agreement would increase the fees to \$35.00 per day to a maximum of \$175.00 plus \$100.00 for the intake fee. The proposed contract would lock in these rates over a three-year period.

Sincerely,

A handwritten signature in black ink, appearing to read "Darren Lamb".

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTIONS 500.010, 500.020, 500.050, 500.060, 500.080 AND 500.090 OF THE CODE OF THE CITY OF WASHINGTON AND ENACTING IN LIEU THEREOF NEW SECTIONS 500.010, 500.020, 500.050, 500.060, 500.080 AND 500.090 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: Sections 500.010 of the Code of the City of Washington, Missouri is hereby repealed and a new Section 500.010 is hereby enacted to read as follows:

A. The following codes are hereby adopted by reference with the amendments referenced in Section B. below. At least one copy of such code, portion or amendment which is incorporated or adopted by reference, shall be placed on file in the Office of the City Clerk and kept available for public use, inspection, and examination.

1. International Residential Code 2021 Edition, as amended.
2. International Property Maintenance Code 2021 Edition, as amended.
3. International Existing Building Code, 2021 Edition, as amended.
4. International Building Code 2021 Edition, as amended.
5. International Fire Code 2021 Edition, as amended.
6. International Plumbing Code 2021 Edition, as amended.
7. International Fuel Gas Code 2021 Edition, as amended.
8. International Mechanical Code 2021 Edition, as amended.
9. National Electrical Code 2020 Edition, as amended.

10. International Swimming Pool and Spa Code 2021 Edition, as amended.

B. The above referenced codes are amended as set forth on Exhibit A attached hereto and incorporated herein by reference as if fully set forth.

C. Violations And Penalties.

1. For any violation of the code adopted hereby, the violator, upon conviction, shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding ninety (90) days, or by both such fine and imprisonment. Every day any violation shall continue shall constitute a separate offense.

2. Whenever any act is prohibited by the code adopted hereby, by an amendment thereof, or by any rule or regulation adopted there under, such prohibition shall extend to and include the causing, securing, aiding, or abetting of another person to do said act. Whenever any act is prohibited by the code adopted hereby, an attempt to do the act is likewise prohibited.

3. Equitable Relief. In addition to any other remedies or penalties established for violations the code adopted hereby, or any rule, regulation, notice, condition, term or order promulgated by any officer or agency of the City under duly vested authority, the Building Official of the City of Washington, on behalf of the City and after approval by the City Council, apply to a court of competent jurisdiction for such legal or equitable relief as may be necessary to enforce compliance with the code or rule, regulation, notice, condition, term or order. In such action the court may grant such

legal or equitable relief, including, but not limited to, mandatory or prohibitory injunctive relief, as the facts may warrant. Upon the successful prosecution of any such action the City may be awarded by the court reasonable attorney fees as allowed by law.

SECTION 2: Section 500.020 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. There is hereby imposed a fee for building, plumbing, mechanical, electrical, construction, demolition, remodel, repair, development, commercial occupancy, relocation of structures, and fire protection inspection permits as follows:

1. New construction building permits, i.e., commercial buildings, single-family dwellings, one- and two-family dwellings, multifamily dwellings, elevators, swimming pools, garages (attached and detached), pole buildings, storage buildings, etc., shall be computed as follows:

Building gross area x (International Code Council) gross area modifier x (International Code Council) type of construction factor x permit fee multiplier.

The (International Code Council) "Gross Area Modifier" and the "Type of Construction Factor" as published semiannually by International Code Council, Inc., shall be accepted as and enforced as if fully set out in this Section.

The Permit Fee Multiplier shall be set at three dollars (\$3.00) per one thousand dollars (\$1,000.00) of construction cost beginning on January 1, 2016.

2. Minimum permit fees shall be as follows:

Permit fee shall be construction cost x \$.0030 and/or shall not be a lesser amount than set out below:

Minimum electric service permit	\$40.00
Sewer lateral permit	\$40.00
Shed permit (120 sq. ft. or less)	\$50.00
Minimum plumbing permit	\$40.00
Minimum HVAC permit	\$40.00
Minimum sign permit	\$50.00
Minimum swimming pool permit	\$50.00
Minimum deck/porch permit	\$50.00
Annual commercial occupancy	\$0.00
Sprinkler permit	\$40.00 per 100 heads
Sprinkler inspection	\$40.00 per 100 heads
Mobile home setup permit	\$200.00
Demolition permit	\$50.00
Demolition of water tap	\$40.00
Demolition of sewer tap	\$40.00
Moving of buildings	\$.05 per square foot but not less than \$50.00
Reinspection fee	\$0.00

3. In addition to any permit fee that may be due prior to the issuance of a building permit, a refundable amount of three hundred fifty dollars (\$350.00) shall be deposited with the City of Washington and placed in escrow until such time as a final certificate of occupancy is issued for the premises described in the building permit.

Residential remodel that does not involve structural, electrical or plumbing changes and/or cost less than one thousand dollars (\$1,000.00) shall not require a building permit.

SECTION 3: Section 500.050 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. The Building Official of the City of Washington, Missouri, shall receive all applications for certificates of occupancy. Application for an occupancy inspection and for a certificate of occupancy for a residential, commercial or industrial structure shall be made by the owner, buyer, tenant, lessee, operator or manager of said residential, commercial or industrial structure on forms supplied by the City. All applicable fees shall be paid at the time of application.

B. If the Building Official of the City of Washington, Missouri, finds that the residential, commercial or industrial structure does not meet the requirements of the code, he/she shall notify the applicant for the occupancy inspection and for the certificate of occupancy of such deficiencies in writing, informing him/her that the residential, commercial or industrial structure may not be occupied until the deficiencies are corrected.

C. When the Building Official of the City of Washington, Missouri, finds that the residential, commercial or industrial structure does comply with the code, he/she shall issue a certificate of occupancy.

SECTION 4: Section 500.060 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

The Building Official of the City of Washington, Missouri, is authorized to permit occupancy on a conditional basis, for a term not to exceed ninety (90) days, when serious hardships interfere with completing all repairs required to bring the residential, commercial or industrial structure into full compliance with the code. The Building Official of the City of Washington, Missouri, may extend the expiration date of a conditional certificate of occupancy if, in his/her opinion, the progress of repairs to date so warrant. However, no conditional certificate of occupancy may be extended for more than ninety (90) days. No conditional permit shall be issued for a residential, commercial or industrial structure where a condition exists which could threaten the health or safety of the occupant(s) or the general public.

SECTION 5: Section 500.080 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. The fees for inspections shall be as follows:

1. Single-family or two-family dwellings: fifty dollars (\$50.00).
2. Multifamily dwellings: forty dollars (\$40.00).

3. Commercial structures: seventy-five dollars (\$75.00) on change of occupancy.
4. Industrial structures: one-hundred dollars (\$100.00) on change of occupancy.
5. Commercial structures: No charge for annual inspection.
6. Industrial structures: No charge for annual inspection.

B. The inspection fees shall include the initial inspection. All subsequent reinspections shall not be charged. There shall be no inspection fee for inspections within one (1) year of a prior inspection at which no violations of the code were found.

SECTION 6: Section 500.090 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Any person who feels that an error has been made in an inspection performed by the City may request a review by the Building Official of the City of Washington, Missouri. If the Building Official of the City of Washington, Missouri, after review of the file and inspection of the premises, feels that the citation of the violation is valid, he/she shall require that the violation be corrected. Any decision of the Building Official of the City of Washington, Missouri, may be appealed to the Board of Appeals in the manner set forth in the code.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: This ordinance shall be in full force and effect from and after January 1, 2024.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT

A

**CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL CODE SERIES, 2021 EDITION**



Effective Date – 01/01/2024

**CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL CODE SERIES, 2021 EDITION
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CITY OF WASHINGTON, MO AMMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION

Amendments to the International Residential Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND GENERAL REQUIREMENTS

R-101.1 Title: These provisions shall be known as the *Residential Code for One- and Two-Family Dwellings of The City of Washington, Missouri*, and shall be cited as such and will be referred to herein as “this code”.

SECTION 105 PERMITS

R-105.2 Work Exempt from Permit: *Exemption 1. Delete the exception and replace with the following: Other than Storm Shelters, One-story detached accessory structures, provided the floor space does not exceed 100 square feet.*

R-105.5 Expiration: Every permit issued shall become invalid unless the work authorized by such permit is commenced within *180 days* after its issuance, or if the work authorized by such permit is not completed within *365 days* after the permit is issued. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than *90 days* each. The extensions shall be requested in writing and justifiable cause demonstrated.

SECTION 106 CONSTRUCTION DOCUMENTS

R-106.2.1 Scale: *The site plan shall be drawn to scale.*

R-106.2.2 Erosion Control Plan: *The construction documents shall include an erosion control plan.*

SECTION 108 FEES

R-108.2.1 Permit Penalties: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION R113 VIOLATIONS

R-113.4 Violation Penalties: *Replace text with the following:*

Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.

SECTION R114 STOP WORK ORDER

R-114.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

SECTION R115 FIRE SAFETY SIGNAGE

R-115.1 Fire Safety Signage. *New buildings having roof or floor areas constructed with the below listed lightweight engineered wood framing materials shall have fire safety signage placed on the electric meter base.*

1. *Pre-fabricated wood I-joists*
2. *Metal-plate-connected wood trusses*
3. *Finger-jointed wood trusses*

The signage shall be 2 1/2" wide x 4" high and have red letters on a white reflective background as specified and furnished by the City of Washington. Signage samples are given below. T indicates metal-plate-connected or finger-jointed wood roof trusses. E indicates one of the above listed lightweight engineered wood framing materials. S indicates the floor framing is protected by an automatic fire sprinkler system.



CHAPTER 2 DEFINITIONS

SECTION R202 DEFINITIONS

Add the following definitions:

BALCONY, EXTERIOR. *An exterior floor projecting from and supported by a structure without additional independent supports.*

DECK. *An exterior floor system supported on at least two opposing sides by adjoining structure and / or columns, piers, or other independent supports.*

CONFINED SPACE. *A room or space having a volume less than 50 cubic feet per 1000 Btu/h (4.83 L/W) of aggregate input rating of all fuel burning appliances installed in that space.*

UNCONFINED SPACE. *A room or space having a volume more than 50 cubic feet per 1000 Btu/h (4.83 L/W) of aggregate input rating of all fuel burning appliances installed in that space. Rooms communicating directly with this space in which the appliance is installed, through openings not furnished with doors, are considered a part of the unconfined space.*

CHAPTER 3 BUILDING PLANNING

Table R-301.2 (1) Climate and Geographic Design Criteria: *Add the following values:*

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load		<i>20 psf</i>
Wind Design	Speed (mph)	<i>115 mph (3 second gust) 90 mph (fastest mile)</i>
	Topographic effects	<i>No</i>
Seismic Design Category		<i>C</i>
Subject To Damage From	Weathering	<i>Severe</i>
	Frost line depth	<i>30-inches</i>
	Termites	<i>Moderate to Heavy</i>
Winter Design Temperature		<i>0 to 10 degree F</i>
Ice Barrier Underlayment Required		<i>No</i>
Flood Hazards		<i>Ordinance flood plain</i>
Air Freezing Index		<i>767</i>
Mean Annual Temperature		<i>55.3 °F</i>

SECTION R-302 FIRE RATED CONSTRUCTION

Section R302.5.1: Opening Protection. Delete this whole section and replace with.

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and habitable space shall be equipped with solid wood doors not less than 1 3/4-inch in thickness, solid or honeycomb-core steel doors not less than 1 3/4-inch in thickness or 20-minute fire-rated doors.

Table R-302.6 Dwelling / Garage Separation: Replace *1/2" Gypsum Board* with *5/8" Type X Gypsum board* throughout Table.

R-302.11 Fire blocking: *Add the following subsection.*

7. Fireblocking is required in common wall between the living space and the garage at the midpoint for walls over 9' tall.

SECTION R303 LIGHT, VENTILATION, HEATING

R-303.3 Bathrooms: The exception shall read as follows: Exception: The glazed areas shall not be required where artificial light and a mechanical ventilation system are provided. The minimum ventilation rates shall be 50 cubic feet per minute (24 L/s) for intermittent ventilation or 20 cubic feet per minute (10 L/s) for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside. *A soffit vent is considered outside. The ridge vent, gable vent, and attic vents are not considered outside.*

SECTION R309 GARAGES AND CARPORTS

R-309.1 Floor surface: Garage floor surfaces shall be of approved noncombustible material. The area of floor used for parking of automobiles or other vehicles shall be sloped a minimum of 1% to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway. Floor drains may be day lighted a minimum distance of 10 ft. from any property line and within 10 ft. of the garage entry may be permitted. Floor drains shall not have a trap.

R-309.2 Carport: *Delete the exception:*

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEM

Delete this section in accordance with RSMO 67.281

SECTION R315 CARBON MONOXIDE ALARMS

R-315.3.1: Type of Alarm: The carbon monoxide detector(s) required for all new construction shall be wired directly into the structures AC power with battery back-up, or an AC power plug-in unit with battery back-up. All existing structures that require carbon monoxide detector(s) may install detector(s) as required for new construction, but a minimum of a battery-operated unit.

SECTION R318 PROTECTION AGAINST SUBTERRANEAN TERMITES

R-318.2 Chemical Termiticide Treatment: Chemical termiticide treatment shall include soil treatment and/or field applied wood treatment. The Concentration, rate of application and method of treatment of the chemical termiticide shall be in strict accordance with the termiticide label. *When treating soil with chemicals a certification will be required from a licensed exterminator.*

SECTION R319 SITE ADDRESS

R-319.1 Site Address: *Replace text with the following:*

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 - inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Numbers shall not be spelled out.

R-319.2 Street or Road Signs: *Streets and Roads shall be identified with signs approved by the City Engineering Department. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Temporary signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.*

CHAPTER 4 FOUNDATIONS

R-402.1 Wood Foundation: *Delete Section. This includes any additional references to wood foundations throughout the code.*

SECTION R403 FOOTINGS

R403.1.1.1 Minimum Reinforcement for Footings Supporting Walls: *Reinforce footings with a minimum of two #4 continuous reinforcing rods spaced evenly, tied in place and positioned 3-inches clear above the supporting soil. Connect wall to footing with L - shaped vertical dowels spaced on 2 - foot centers maximum along the wall centerline. Fabricate the dowels from #4 minimum reinforcing rods with a vertical leg, or hook, measuring 8 inches minimum from the outside edge of the vertical leg and with a vertical leg sized to extend a minimum of 4 inches to 5 inches into the footing and a minimum of 16 inches into the wall. Reinforcing steel shall be minimum Grade 40.*

Table R-403.1 Minimum Width and Thickness of Concrete or Masonry Footings: *Delete Table R-403.1, and replace with the following:*

**TABLE 403.1
MINIMUM WIDTH OF CONCRETE,
PRECAST OR MASONRY FOOTINGS
(inches)**

	<i>Load-Bearing Value Of Soil 1500 psf to 4000 psf</i>
1-story	20" wide x 8" thick
2-story	20" wide x 8" thick
3-story	24" wide x 10" thick

R-403.1.4.1 Frost Protection. *Modify exceptions as follows:*

Exceptions:

1. Protection of freestanding accessory structures with an area of ~~600~~ 200 square feet or less, of light framed construction, with an eave height of 10' or less shall not be required.
2. *Delete exception.*

SECTION R404 FOUNDATION AND RETAINING WALLS

R-404.1.2.1 Masonry Foundation Walls: Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), R404.1.1(3), or R404.1.1(4) designed by a professional architect or engineer and shall also comply with applicable provisions of sections R606, R607 and R608. In buildings assigned to seismic design categories D0, D1 and D2, concrete masonry and clay masonry foundation walls shall also comply with section R404.1.4.1. Rubble stone masonry foundation walls shall be constructed in accordance with sections R404.1.8, and R607.2.2 Rubble stone masonry walls shall not be used in seismic design categories D0, D1, and D2.

Table 404.1.2(1) Minimum Horizontal Reinforcement for Concrete Basement Walls : *Delete Table 404.1.2(1), and replace with the following Table R404.1.2 (1).*

**TABLE R404.1.2 (1)
REINFORCEMENT FOR CONCRETE
FOUNDATION WALLS**

<i>Maximum Wall Height (feet)</i>	<i>Minimum Reinforcement Size And Spacing For 8", 10" and 12" Walls In All Soil Classes</i>	
	<i>Vertical</i>	<i>Horizontal</i>
4	#4 @ 48"	#4 @ 24"
8	#4 @ 24"	#4 @ 24" (4 bars minimum)
9	#4 @ 24"	#4 @ 24"
Greater than 9	Design Required	
<i>Notes</i>		
a. Reinforcement shall be Grade 40 minimum. Reinforcement shall be placed 3" from the inside face.		
b. Vertical reinforcement shall extend to within 6" from the top of the foundation wall.		
c. Wall height is measured from the top of balance fill to the top of the wall.		

R-404.1.2.2 Reinforcement for Foundation Walls: Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with table R404.1.2(1). Vertical

reinforcement shall be provided in accordance with *Table R404.1.2(1)* ~~Table R404.1.2(2), R404.1.2(3), R404.1.2(4),~~ R404.1.2(5), R404.1.2(6), R404.1.2(7), or ~~R404.1.2(8)~~. Vertical reinforcement for flat basement walls retaining 4 feet or more of unbalanced backfill is permitted to be determined in accordance with Table R404.1.2(9). For basement walls supporting above-grade concrete walls, vertical reinforcement shall be the greater of that required by *Table R404.1.2(1)* ~~Tables R404.1.2(2) through R404.1.2(8)~~; or by Section R611.6 for the above grade wall. In buildings assigned to seismic design category Do, D1, or D2 concrete foundation walls shall also comply with Section R404.1.4.2.

R-404.1.2.3 Concrete, Materials for Concrete, and Forms: Materials used in Concrete, the concrete itself and forms shall conform to the requirements of this section or ACI 318. *All removable concrete forms shall be coated with a form release agent prior to placement of concrete.*

R-404.1.3: Design Required: *Add the following requirement:*

3. Walls supporting suspended reinforced concrete floors, prestressed concrete floor planks, or other floor framing systems not addressed by Chapter 5 of this code.

R-408.4 Access: Access shall be provided to all under-floor spaces. Access openings through the floor shall be a minimum of 18 inches x 24 inches (457 mm x 610 mm). Openings through a perimeter wall shall not be less than ~~16" x 24"~~ 22 inches x 30 inches. When any portion of the through wall access is below grade, an arcaway not less than ~~16 inches x 24 inches~~ 22 inches x 24 inches shall be provided. The bottom of the arcaway shall be below the threshold of the access opening. Through wall access openings shall not be located under a door to the residence. See Section M1305.1.3 for access requirements where the mechanical equipment is located under the floor.

CHAPTER 5 FLOORS

R-501.1.1 Design Required: *A design in accordance with accepted engineering practice shall be provided for suspended reinforced concrete floors, prestressed concrete plank floors, and other floor framing systems not addressed in Chapter 5 of this code. Construction documents prepared by a licensed design professional shall be submitted. The construction documents shall show the design requirements for the floor system and all supporting elements.*

Table R-503.2.1.1(1) Allowable Spans and Loads for Wood Structural Panels for Roofs, Sub-floors, and Combination Sub-floor Underlayment: *Delete minimum nominal panel thickness 3/8- inch for sheathing, roof and sub-floors.*

Table R-503.2.1.1(1) Allowable Spans and Loads for Wood Structural Panels for Roofs, Sub-floors, and Combination Sub-floor Underlayment: *Delete minimum nominal panel thickness 19/32- inch and 5/8 - inch for underlayment, C-C plugged, Single Floor, Roof, and Combination Sub-floor underlayment.*

R-504.0 Pressure Preservatively Treated - Wood Floors (On-Ground): *Delete Section.*

CHAPTER 7 WALL COVERING

R-702.3.7 Water Resistant Gypsum Backing Board: Gypsum board used as the base or backer for adhesive application of ceramic tile or other required nonabsorbent finish material shall conform to ASTM C 1396, C 1178 or C1278. Use of water-resistant gypsum backing board shall be permitted on ceilings where framing spacing does not exceed 12 inches (305 mm) on center for 1/2 - inch thick (12.7 mm) or 16 inches (406 mm) for 5/8 - inch thick (16 mm) gypsum board. Water resistant gypsum board shall not be installed over a class I or II vapor retarder in a shower or tub compartment. Cut or exposed edges, including those at wall intersections, shall be sealed as recommended by the manufacturer. *Water resistant gypsum board shall be extended at least twenty-four inches past any tub or shower enclosure area.*

CHAPTER 11 ENERGY EFFICIENCY

Table N1101.1.1
Minimal Thermal Values

**** This Table may be used an alternative to Chapter 11 in its entirety.**

Area or Space	R or U Values
Attics	R-38
Ceilings without attic space	R-30
Walls enclosing conditioned space above grade	R-13
Above grade wall face with 50% or more exposure to weather (50% out of ground)	R-13
Stud framed exterior walls in basement areas	R-11
Crawl Spaces	R-19
Ductwork in unconditioned space or exterior walls	R-8
Exterior doors	U-0.50
Windows	U-0.32
Skylights	U-0.50

CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS

SECTION M1307 APPLIANCE INSTALLATION

A-11307.1.1 Location. Water heaters, boilers, and other appliances producing condensate shall be installed in a room or space containing a trapped 2" minimum drain piped to an approved disposal location or system. The drain inlet shall be within 15 feet of the appliance and in the same room or space.

CHAPTER 15 EXHAUST SYSTEMS

M-1507.4 Duct Material: All single wall ventilation ducts serving toilet rooms and bathrooms shall be constructed of an approved rigid or flexible metal material. Vinyl duct is not allowed.

G-2433.0 Log Lighters: *Log lighters are not permitted.*

CHAPTER 27 PLUMBING FIXTURES

SECTION P2707 SHOWERS

P2708.2 Shower drain. Shower drains shall have an outlet size of not less than $1\frac{1}{2}$ " 2 inches in diameter.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION

SECTION P2902 PROTECTION OF POTABLE WATER SUPPLY

P-2902.5.3 Lawn Irrigation Systems: The potable water supply to lawn irrigation systems shall be separated from the potable water by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker or protected against backflow by a reduced pressure principal backflow preventer. ~~A valve shall not be installed downstream from an atmospheric vacuum breaker.~~ Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principal backflow preventer.

P-2905.4.2 Water Service Installation: Delete section and replace with the following: *Installation of water service pipe shall be in accordance with Section 700.020 of the City of Washington Municipal Code.*

CHAPTER 30 SANITARY DRAINAGE

SECTION P3005 DRAINAGE SYSTEM

P-3005.4.1 Branch and Stack Sizing: Branches and stacks shall be sized in accordance with Table P3005.4.1. Below grade drainpipe shall not be less than ~~$1\frac{1}{2}$ inches~~ *two (2) inch* diameter. Drain stacks shall not be smaller than the largest horizontal branch drained.

CHAPTER 31 VENTS

P-3102.1 Required Vent Extension: ~~The vent system serving each building drain shall have at least one vent pipe that extends to the outdoors. Every building shall have a stack vent, a minimum of 3" in diameter. Such vent shall run undiminished in size and as directly as possible from the building drain through to the open air above the roof. All other vent extensions to the outside shall not be less than 2" in diameter.~~

SECTION P3103 VENT TERMINALS

P-3103.1 Roof Extension: Open vent pipes that extend through a roof shall be terminated at least ~~6 inches~~ *12 inches* above the roof or ~~6 inches~~ *12 inches* above the anticipated snow accumulation, whichever is greater, except that where a roof is to be used for assembly, as a promenade, observation deck or sunbathing deck or for similar purposes, open vent pipes shall terminate not less than 8 feet above the roof.

CHAPTER 33 STORM DRAINAGE

SECTION P3303 SUMPS AND PUMPING SYSTEMS

P-3303.1.5 Discharge Piping Location: *All sump pump piping shall be discharged to the outside and diverted to a storm sewer conveyance or other approved collection point acceptable to the code official. Discharge into the sanitary sewer is prohibited.*

CHAPTER 34 GENERAL REQUIREMENTS

E-3406.2 Conductor Material: Conductors used to conduct current shall be of copper ~~except as otherwise provided in Chapters 34 through 43.~~ Where the conductor material is not specified, the material and sizes given in the chapters shall apply to copper conductors. ~~Where other materials are used, the conductor sizes shall be changed accordingly.~~

E-3406.3 Minimum Size of Conductors: The minimum size of conductors for feeders and branch circuits shall be 14 AWG copper ~~and 12 AWG aluminum.~~ The minimum size of service conductors shall be as specified in Chapter 36. The minimum size of Class 2 remote control, signaling and power - limited circuits conductors shall be as specified in Chapter 43.

CHAPTER 35 ELECTRICAL DEFINITIONS

CHAPTER 36 SERVICES

E-3601.6.2 Service disconnect location: *Delete all text and replace with the following:*

The service disconnect means for services of 400 Amperes or less shall be installed at a readily accessible location outside the building, before point of entry of service entrance conductors. Services over 400 Amperes can be located inside the structure no more than 10 feet from the point of service entrance, or as approved by the Code Official. The service disconnect shall be protected against overcurrent by an overcurrent device installed at the point where the conductors receive their supply. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside. The installation shall comply with Amended Section E3705. 7

E3601.6.3 Prohibited locations. *Service disconnecting means shall not be located in bathrooms, bedrooms, clothes closets, or spaces that can only be accessed through bathrooms, bedrooms, or clothes closets..*

Table 3603.1 Service Conductor and Grounding Electrode Conductor Sizing: Change Table as follows:

1. *Delete 250, 300 and 350 service or feeder rating (Amperes).*
2. *Change the conductor types and sizes for the 400 amp service rating to the following:*
 - a. *Copper (AWG): 400 copper kcmil or two sets of 2/0*
 - b. *Aluminum and copper-clad aluminum (AWG): Aluminum and copper clad aluminum 500 kcmil, or two sets of 4/0.*

E-3605.5 Protection of Service Cables Against Damage: Above ground service - entrance cables, where ~~subject to physical damage,~~ shall be protected by one or more of the following: rigid metal conduit, Intermediate metal conduit, Schedule 80 PVC conduit, electrical metallic tubing, or other approved means.

CHAPTER 37 BRANCH CIRCUIT AND FEEDER REQUIREMENT

E-3705.7 Location of overcurrent devices in or on premises. *Delete exception text #6 and replace with the following;*

6. Be installed so that the center of the grip of the operating handle of the switch or circuit breaker, when in its highest position, is not more than 6 feet 7 inches or less than 3 feet above the floor, working platform, or finished grade. [240.24(A)J

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION

E-3902.2 Garage and Accessory Building Receptacles: *Add the following exception:*

Exception 1. Dedicated single receptacle used for major appliance.

E-3902.5 Unfinished Basement Receptacle: *Add the following exception:*

Exception 2. Dedicated single receptacle used for major appliance.

E-3902.11 Arc-Fault Circuit Interrupter Protection: Delete this section and replace with the following: *All branch circuits that supply 120-volt, single phase 15 and 20 amperes wall and floor receptacles located in bedrooms and similar rooms or areas shall be protected by a combination type arc fault circuit interrupter installed to provide protection of the branch circuit. 15 amperes circuits shall have a maximum of 8 outlets, 20 amperes shall have a maximum of 11 outlets.*

The Following Appendix Shall Be Adopted in their entirety: AA, AB, AE, AH, AJ, AM, & AP

End of Amendment

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION

Amendments to the International Property Maintenance Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title: These regulations shall be known as the International Property Maintenance Code of *The City of Washington, Missouri*, and shall be cited as such and will be referred to herein as “this code”.

102.3 Application of other codes – *Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code, and NFPA 70. Nothing in this code shall be construed to cancel, modify, or set aside any provision of the City of Washington Zoning Code.*

103.1 Creation of Agency: *The Department of Property Maintenance Inspections is hereby created and the official in charge thereof shall be known as the Code Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.*

SECTION 104 FEES

104.3 Penalties: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 109 VIOLATIONS

109.4.1 Fines: *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 110 STOP WORK ORDER

110.2.1 Additional Information to be Included in Stop Work Order
1. Inform the Owner of the right to Appeal.

2. *Include a statement of the right to file a lien in accordance with Section 109.3*

110.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day*

SECTION 302 EXTERIOR PROPERTY AREAS

302.3.1 Trip Hazard Defined: *A trip hazard is defined as a ¼-inch vertical offset in the walking surface.*

SECTION 304 EXTERIOR STRUCTURE

304.3 Premises identification. *New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for residential, 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and, 10 inches (254 mm) high with a minimum stroke of 1.00 inches (25.4 mm) for industrial. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Numbers shall not be spelled out.*

304.7.1 Private Garage Floor Drains: *Private garage floor drains may be daylighted a minimum distance of 10 feet from any property line and within 10 feet of the garage entry may be permitted.*

SECTION 602 HEATING FACILITIES

602.3 Heat Supply: *Every Owner and Operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants therefore shall supply heat during a period from October 1 to April 1 to maintain a minimum temperature of 65 Degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms.*

602.4 Occupiable Workspaces: *Indoor occupiable workspaces shall be supplied with heat during the period from October 1 to April 1 to maintain a minimum temperature of 65 Degrees Fahrenheit during the period the spaces are occupied.*

SECTION 604 ELECTRICAL FACILITIES

604.3.3 Identification of Disconnect Means: *Each required disconnecting means for motors and appliances, and each service, feeder, and branch circuit at the point where it originates, shall be legibly marked to indicate its purpose, except where located and arranged so that the purpose is evident. The marking shall have to withstand the environment involved.*

SECTION 703 FIRE-RESISTANCE RATINGS

703.1.1 Fire Barrier-Garage-Dwelling Separation: *Private garages shall be separated from the dwelling unit and its attic area by one layer of 5/8 inch Type "X" gypsum board forming a continuous membrane from top of foundation to the Ceiling or Roof Sheathing above. Garage ceilings beneath dwelling rooms shall be separated by one layer of 5/8 inch type "X" gypsum board. All Fasteners and joints shall be sealed with gypsum compound. Doors between a private garage and the dwelling unit shall be a minimum of 1 ¾ inch in thickness and either solid wood, solid core, or honeycomb steel doors.*

703.8 Opening Protective closers – Add the following exception:

Exception #1: Closers shall not be required on the door separating private garages from the dwelling unit in detached single-family homes, duplexes, and townhomes.

SECTION 706 FIRE SAFETY SIGNAGE

706.1 Fire Safety Signage. Existing buildings having roof or floor areas constructed with the below listed lightweight engineered wood framing materials shall have fire safety signage placed on the electric meter base.

1. Pre-fabricated wood I-joists
2. Metal-plate-connected wood trusses
3. Finger-jointed wood trusses

The signage shall be 2 1/2" wide x 4" high and have red letters on a white reflective background as specified and furnished by the City of Washington. Signage samples are given below. T indicates metal-plate-connected or finger-jointed wood roof trusses. E indicates one of the above listed lightweight engineered wood framing materials. S indicates the floor framing is protected by an automatic fire sprinkler system.



End of Amendment

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE

INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION

Amendments to the International Existing Building Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1

SCOPE AND ADMINISTRATON

SECTION 101

GENERAL

101.1 Title: These regulations shall be known as the International Existing Building Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

105.5 Expiration: Change the following – 180 days to **365 days**

SECTION 103 CODE COMPLIANCE AGENCY – *Delete Section*

SECTION 105 PERMITS

105.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 113 VIOLATIONS

113.4.1 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 114 STOP WORK ORDERS

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE

INTERNATIONAL BUILDING CODE, 2021 EDITION

Amendments to the International Building Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATON

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the Building Code of the *City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

101.4.6 Energy. *Delete.*

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

104.6.1 Disasters. *In the event of a disaster such as a windstorm, tornado, flood, fire, earthquake, bomb blast or explosion, the building official is hereby authorized to enter and inspect structures within the affected areas, subject to constitutional restrictions on unreasonable searches and seizures. When, in the opinion of the building official, there is imminent danger due to an unsafe condition, the building official shall take emergency measures in accordance with this code. If the building official determines, after inspection, that a structure is unfit, the building official shall declare it a public nuisance, cause a report to be prepared and notify the affected parties in accordance with this code.*

104.6.1.1 Post-disaster inspections. *The building official is authorized to deputize Missouri Structural Assessment and Visual Evaluation (SAVE) Volunteer Inspectors certified by the Missouri State Emergency Management Agency (SEMA) to conduct emergency Post-Disaster Safety Evaluations of Buildings.*

SECTION 107 CONSTRUCTION DOCUMENTS

107.3.4.2 Pre-engineered or prefabricated building systems. *The owner is required to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge of the construction project. The registered design professional shall prepare plans and specifications for the project including the building super-structure, foundation, and building systems and, shall be responsible for reviewing and coordinating submittal documents prepared by the building fabricator and others including phased and deferred submittal items, for compatibility with the design of the building.*

SECTION 109 FEES

109.2.1 Penalties: *When construction has commenced and has been completed without a permit, the permit fee shall be twice the total permit fee to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the Building Department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably*

done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.

SECTION 114 VIOLATIONS

114.4.1 Violation Penalties: Replace text with the following:

Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.

SECTION 115 STOP WORK ORDER

115.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~subject to fines established by the authority having jurisdiction liable to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.~~

SECTION 117 PREMISES IDENTIFICATION

117.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4-inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for residential, 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and, 10 inches (254 mm) high with a minimum stroke of 1.00 inches (25.4 mm) for industrial. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Numbers shall not be spelled out.

SECTION 118 FIRE SAFETY SIGNAGE

118.1 Fire Safety Signage. New buildings having roof or floor areas constructed with the below listed lightweight engineered wood framing materials shall have fire safety signage placed on the electric meter base.

1. Pre-fabricated wood I-joists
2. Metal-plate-connected wood trusses
3. Finger-jointed wood trusses

The signage shall be 2 1/2" wide x 4" high and have red letters on a white reflective background as specified and furnished by the City of Washington. Signage samples are given below. T indicates metal-plate-connected or finger-jointed wood roof trusses. E indicates one of the above listed lightweight engineered wood framing materials. S indicates the floor framing is protected by an automatic fire sprinkler system.



CHAPTER 4 SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY

SECTION 406 MOTOR-VEHICLE-RELATED OCCUPANCIES

406.3.2.1 Dwelling Unit Separation. *Revise Item 1 as follows:*

1. The private garage shall be separated from the dwelling unit and its attic area by means of a minimum ~~1/2-inch (12.7 mm)~~ **5/8-inch Type X gypsum** board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch Type X gypsum board or equivalent. Door openings between the private garage and the dwelling unit shall be equipped with either solid wood doors, or solid or honeycomb core steel doors not less than 1 3/4-inch (34.9 mm) thick, or doors in compliance with Section 715.4.3. Openings from private garage directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching. *Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 5/8-inch Type X gypsum board or equivalent.*

SECTION 407 GROUP I-2

407.9 Automatic fire detection. *Delete Exceptions #1 and #2.*

CHAPTER 9 FIRE PROTECTION SYSTEMS

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings *including all combustible attic spaces* with a Group I fire area.

Delete Exceptions 903.2.6 number 1, 2 and 3 in their entirety.

903.2.7 Group M or Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group M or Group B occupancy where one of the following conditions exists:

1. A Group M or Group B fire area exceeds 12,000 square feet (1115 m²).
2. A Group M or Group B fire area is located more than three stories above grade plane.
3. The combined area of all Group M or Group B fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).

903.2.11.3 Buildings more than 55 32 feet in height. An automatic sprinkler system shall be installed throughout buildings *that have one or more stories 32 feet or more in height above the lowest level of fire department vehicle access, measured to the eaves, regardless of occupancy.*

Delete Exception 903.2.11.3 Occupancies in Group F-2.

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. *A separate domestic water connection shall be made at least ten (10) feet from the fire sprinkler connection on the City main. All connections shall be made and approved by the Public Works Department. A private fire water main may supply the fire sprinkler system and domestic supply provided the private main is approved by the Public Works and Fire Departments.* The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code.

903.3.5.3 System Isolation Valve: *The fire protection system shall either have an isolation valve accessible from the exterior of the structure (Post Indicator Valve (PIV)), or Wall Post Indicator Valve (WPIV), or a dedicated fire sprinkler room with isolation valve(s) and main drain. The fire sprinkler room shall have direct access to the exterior and shall not require responders to navigate through the building to access the isolation valves.*

903.4 Sprinkler system supervision and alarms.

Exceptions: *Delete exception 7.*

903.4.2 Alarms. *A bell and visual device (strobe or white beacon) shall be located on the exterior of the building in an approved location above grade near the location of the FDC at a level high enough to prevent tampering, shall be connected to each automatic sprinkler system and activate only with the activation of a water flow switch. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. A separate water-flow switch shall be located at the point of connection to the riser on each floor of all multi-floored buildings. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.*

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in ~~high rise multi-floor~~ buildings in accordance with NFPA 13.

903.5.1 Test outlet. *An inspector's test outlet, equivalent to the flow from a single sprinkler of the smallest orifice size installed in the system, shall be installed on each floor where a water flow alarm device is required in section 903.4.2. The test outlet shall be piped to the exterior of the building where the full flow will not create damage or, to an interior drain properly sized to accept full flow to atmospheric pressure*

SECTION 907 FIRE ALARM AND DETECTION SYSTEMS

907.2.6.1 Group I: Delete exception #1.

907.2.8 Group R1: Delete exception 1 & 2

SECTION 912 FIRE DEPARTMENT CONNECTIONS

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not

obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the fire code official, and as follows.

The location of fire department connections shall be located as follows:

- 1. Fire department Siamese connections shall be on the address side of the building or unless otherwise approved by the fire code official.*
- 2. Fire department Siamese connections shall be located not more than seventy-five (75) feet from a fire hydrant.*

SECTION 913 FIRE PUMPS

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves and the isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods.

1. Central Station, proprietary or remote station signaling service.
- ~~2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location.~~
- ~~3. Locking valves open~~
- ~~4. Sealing of valves and approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner.~~

CHAPTER 10 MEANS OF EGRESS

Section 104 OCCUPANT LOAD

1004.7.1 Outdoor Area Occupant Load. *Outdoor areas with an occupant load greater than 50 or a Group A occupancy with a yard, patio, or similar outdoor area shall have at least one direct means to the public way.*

SECTION 1008 MEANS OF EGRESS ILLUMINATION

1008.3.6 Power Supply Testing. *When means of egress illumination consist of recessed lighting fixtures, or fixtures more than eight (8) feet above the finished floor line, the egress lighting shall be on a labeled dedicated electrical circuit so that when the egress lighting circuit is turned off the emergency power supply activates. Any means of egress illumination that does not have an external readily visible test button, shall have a red dot permanently affixed to the fixture in visible location as approved by the fire code official.*

CHAPTER 13 ENERGY EFFICIENCY: Delete Chapter

CHAPTER 16 STRUCTURAL DESIGN

SECTION 1603 CONSTRUCTION DOCUMENTS

Section 1603.2 Delegated Engineered Systems. *The engineer of record for a structure may delegate responsibility for the design of systems or component parts of the structure to a specialty engineer. The engineer of record shall review the drawings, specifications, reports, or other documents submitted by the specialty engineer and confirm in writing that they conform to his/her written requirements and are consistent with the intent of his/her drawings, specifications, reports, or other documents prepared for the project. The following are some examples of delegated systems.*

1. *Prefabricated wood trusses and components*
2. *Pre-engineered metal or wood buildings*
3. *Structural steel connections*
4. *Open web steel joists and joist girders*
5. *Precast, prestressed concrete components*
6. *Cold-formed steel joist/stud/truss framing and pre-fabricated components*
7. *Cast-in-place post-tensioned concrete structural systems*
8. *Tilt-up concrete wall systems*
9. *Foundations systems*
10. *Seismic anchorage of equipment*
11. *Proprietary track for under-hung cranes and monorails*

CHAPTER 18 SOILS AND FOUNDATIONS

SECTION 1801 GENERAL

1801.2 Prohibited foundations and footing systems. *The below listed foundation and/or footing systems are prohibited:*

1. *Permanent wood foundation systems as described in Section 1807.1.4.*
2. *Timber footings as described in Section 1809.12.*
3. *Wood pole foundations.*

1801.3 Pole type structures. *Pole type structures shall have a concrete foundation. The exterior perimeter foundation shall be continuous and extend below frost line.*

CHAPTER 29 PLUMBING SYSTEMS

SECTION 2901 GENERAL

2901.1 Scope. *(Delete the sentence that reads as follows: "Private sewage disposal systems shall conform to the International Private Sewage Disposal Code.")*

The Following Appendix Shall Be Adopted in their entirety: G, I, & J

END OF AMENDMENTS

CITY OF WASHINGTON, MO
AMENDMENTS TO THE
INTERNATIONAL FIRE CODE, 2021 EDITION

Amendments to the International Fire Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATION

SECTION 101

SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Fire Code of *the City of Washington, County of Franklin, State of Missouri*, hereinafter referred to as "this code".

103.1 Creation of agency. The **City of Washington Fire Department Division of Community Relations, Code Enforcement** is hereby created and the official in charge thereof shall be known as the *fire code official*. The function of the agency shall be the implementation, administration and enforcement of the provision of this code.

SECTION 103 CODE COMPLIANCE AGENCY

103.2 Appointment. *The fire code official shall be the Fire Chief.*

SECTION 105 PERMITS

105.17 Fire hydrants and valves. An operational permit is required **from the City of Washington Public Works Water Department** to use or operate fire hydrants or valves intended for fire suppression purposes that are installed on water systems and provided with ready access from a fire apparatus access road that is open to or generally used by the public.

105.5.34 Open burning. *Delete Section and replace with the following: Open Burning shall not be Permitted in the City of Washington.*

Exception: Recreational Fires

105.7 Failure to Obtain Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to insure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a*

point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.

SECTION 106 CONSTRUCTION DOCUMENTS

106.4 Retention of construction documents. One set of *construction documents* shall be retained by the ~~fire-code-official~~ *City of Washington Engineering Department* for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws. One set of *approved construction documents* shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized there by in progress. *The construction documents specific to fire protection systems shall be retained on the premises and available at all times for fire department review in accordance with Section 901.6.3.*

SECTION 109 MAINTENANCE

109.2.1 Re-inspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the fire code official for inspection and testing. *If a second re-inspection is required to gain compliance, a re-inspection fee of \$75.00 shall be paid at the time the second re-inspection is scheduled.*

SECTION 112 VIOLATIONS

112.4 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

112.4.2 Violation of open burning. *Any person, business or organization willfully open burning land clearing, trade waste, debris, trash, etc. and causes a fire department response shall be fined a minimum of \$250 for a fire response and up to \$150 per hour per unit responding. In addition, a \$150 per hour per every fire unit committed shall be assessed including responses to any exposure fires caused.*

SECTION 113 STOP WORK ORDER

R-113.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

Chapter 3 GENERAL REQUIREMENTS

SECTION 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

307.1.1 Prohibited open burning. Open burning shall be prohibited with the exception of **Recreational fires** per 307.4.2 or **Portable outdoor fireplaces** per 307.4.3. ~~when atmospheric conditions or local circumstances make such fires hazardous.~~

CHAPTER 5 FIRE SERVICE FEATURES

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.1 Where Required Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.2.8 and Appendix D.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 26 feet exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of a fire apparatus of **not less than 80,000 pounds** and shall be surfaced so as to provide all-weather driving capabilities.

503.2.4 Turning radius. The required turning radius of a fire apparatus shall be determined by the fire code official. *The minimum required turning radius shall be determined by the worst case turning radius of fire units in service in addition to an overhang clearance of six (6) feet beyond the outside radius of the curvature. All measurements shall be to the inside face of the curb.*

503.2.4.1 *The minimum turning radii shall be 30 feet inside and 50 feet outside measured from the inside face of curb.*

503.3.1 Fire Lane Marking. *All fire lanes will be marked with red paint with a minimum of 6". Fire lanes shall be identified by red paint marking when multiple possible access points are possible to identify the exact fire routes when it is not clear.*

Section 503.6.1 *Fire apparatus shall not be required to pass through more than one gate to access, or pass through, any part of a subdivision, development, facility or building.*

SECTION 505 PREMISES IDENTIFICATION

505.1 Address identification. *New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for residential, 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and, 10 inches (254 mm) high with a minimum stroke of 1.00 inches (25.4 mm) for industrial. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Numbers shall not be spelled out in letters.*

SECTION 506 KEY BOXES

506.1 Where required. *Where access is necessary to or within a structure or an area is restricted because of secured openings, or where immediate access is necessary for life-saving or fire-fighting purposes or where the structure is protected by an automatic fire alarm, fire suppression system, or any multi-tenant retail structure, the fire code official is authorized to require a Knox key box(es) to be installed in an approved location (s). The Knox key box(es) shall be of an approved type listed in accordance with UL 1037, and shall contain a master key and/or master keys to gain necessary access throughout the structure as required by the fire code official. When more than one key box is installed, the boxes shall be marked to indicate that more than one box is present. All access codes, cards or other pertinent information for accessing or operating alarm systems shall be provided, laminated and maintained in the Knox Box*

Section 507 FIRE PROTECTION WATER SUPPLIES

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24 and Section 700.070 of the Code of the City of Washington.

507.3.1. Fire flow approved method. The Appendix B of this code shall be the *approved* water supply criteria for buildings stated in 507.1. If the water supply is not capable of fulfilling the required water supply fire flows, the building shall have fire sprinklers hydraulically calculated and installed. The total fire sprinkler demand plus a minimum of 250 GPM hose stream allowance with a two hour supply shall be the minimum required fire flow demand.

507.4 Water Supply Test. The ~~fire code official~~ **City of Washington Public Works, Water Department** shall be notified prior to the water supply test. Water supply test shall be witnessed by the ~~fire code official~~ **Water Department** or approved documentation of the test shall be provided to the fire code official prior to the final approval of the water supply.

507.5 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided *per IFC Appendix C. At least two (2) public fire hydrants shall be located within 500 feet of the protected property.*

Exceptions:

~~#1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183m).~~

~~#2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1-903.3.1.2, the distance requirement shall be 600 feet.~~

507.5.1.1 Hydrant for standpipe system. *Buildings equipped with standpipe system installed in accordance with Section 905 shall have a public fire hydrant within 100-75 feet of the fire department connections.*

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

SECTION 604 ELEVATOR RECALL AND MAINTENANCE

604.6.1 Elevator key location. *Keys for the elevator car doors and fire-fighter service keys shall be kept in an approved Knox Box in an approved location for immediate use by the Fire Department. Obtain location approval from the Fire Code Official.*

605.4.1 Fuel oil storage in outside, above-ground tanks. ~~Where connected to fuel-oil-piping system, the maximum amount of fuel-oil storage allowed outside the above ground without additional protection shall be 660 gallons (2498 L). These storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31. Above ground storage tanks of combustible liquids shall be approved with a special use permit.~~

CHAPTER 9 FIRE PROTECTION SYSTEMS

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings *including all combustible attic spaces* with a Group I fire area.

Delete Exceptions 903.2.6 number 1, 2 and 3 in their entirety.

903.2.7 Group M or Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group M or *Group B* occupancy where one of the following conditions exists:

1. A Group M or Group B fire area exceeds 12,000 square feet (1115 m²).
2. A Group M or Group B fire area is located more than three stories above grade plane.
3. The combined area of all Group M or Group B fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).

903.2.11.3 Buildings more than ~~55~~ 32 feet in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~ located ~~55~~ 32 feet or more above the lowest level of fire department vehicle access, measured to the eaves, *regardless of occupancy.*

Exception: ~~Occupancies in Group F-2~~ – delete this exception.

903.3.5.3 System Isolation Valve. The fire protection system shall either have an isolation valve accessible from the exterior of the structure post valve indicator (PIV) or wall post indicator (WPIV) or other listed and approved indicating valve or an externally accessible, dedicated fire sprinkler room with isolation valve(s) and main drain. The fire sprinkler room shall have direct access to the exterior and does not require firefighters to navigate through a building to make access to the isolation valves.

903.4 Sprinkler system supervision and alarms.

Exceptions: *Delete exception #7.*

903.4.2 Alarms. *A bell and visual device (strobe or white beacon) shall be located on the exterior of the building in an approved location above grade near the location of the FDC at a level high enough to prevent tampering, shall be connected to each automatic sprinkler system and activate only with the activation of a water flow switch.* Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. *A separate water-flow switch shall be located at the point of connection to the riser on each floor of all multi-floored buildings.* Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in ~~high-rise multi-floor~~ buildings *in accordance with NFPA 13.*

SECTION 907 FIRE ALARM DETECTION SYSTEMS

907.2.3 Group E.

Exceptions: *Delete exception #1.*

907.2.4 Group F.

Exceptions: *Delete exceptions.*

907.2.8.1 Manual Fire Alarm System. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-1 occupancies.

Exceptions: *Delete exception #1, #2.*

SECTION 912 FIRE DEPARTMENT CONNECTIONS

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the Fire Official and as follows:

1. *Fire department Siamese connections shall be on the address side of the building or unless otherwise required by the fire code official.*
2. *Fire department Siamese connections shall be located not more than seventy-five (75) feet from a public fire hydrant.*

SECTION 913 FIRE PUMPS

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves and the isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central Station, proprietary or remote station signaling service.

Delete Exceptions # 2, #3

CHAPTER 10 MEANS OF EGRESS

1004.7.1 Outdoor area Occupant Load. *Outdoor areas with an occupant load greater than 50 or a Group A occupancy with a yard, patio, or similar outdoor area shall have at least one direct means to the public way.*

SECTION 1008 MEANS OF EGRESS ILLUMINATION

1008.3.6 Power Supply Testing. *When means of egress illumination consist of recessed lighting fixtures, or fixtures more than eight (8) feet above the finished floor line, the egress lighting shall be on a labeled dedicated electrical circuit so that when the egress lighting circuit is turned off the emergency power supply activates. Any means of egress illumination that does not have an external readily visible test button, shall have a red dot permanently affixed to the fixture in visible location as approved by the Fire Code Official.*

CHAPTER 23 MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES

SECTION 2306 FLAMMABLE AND COMBUSTIBLE LIQUID MOTOR FUEL-DISPENSING FACILITIES

2306.2.2 Above ground tanks located inside buildings. Above ground storage tanks for the storage of combustible liquids shall be **prohibited** except when allowed by special use permit from the City of Washington City Council. Above ground storage tanks for the storage of flammable liquids shall be **prohibited**. When permitted, above ground tanks for the storage of Class I, II and IIIA liquid fuels **are allowed to be located in buildings. Such tanks** shall be located in special enclosures complying with Section 2206.2.6, in a liquid storage room or a liquid storage warehouse complying with Chapter 57, or shall be listed and labeled as protected above ground tanks in accordance with UL 2085.

2306.2.3 Above ground tanks located outside, above grade. Above ground storage tanks for the storage of combustible liquids shall be **prohibited** except when allowed by special use permit from the City of Washington City Council. When permitted, above ground storage tanks shall not be used for the storage of Class I, II and III liquid motor fuels, except as provided by this section.

- ~~1. Above ground tanks used for outside, above grade storage of Class I liquids shall be listed and labeled as protected above ground tanks and be in accordance with chapter 57 and UL 2085. Such tanks shall be located in accordance with Table 2206.2.3.~~
2. Above ground tanks used for outside, above grade storage of Class II or IIIA liquids shall be listed and labeled as protected above ground tanks in accordance with UL 2085 and shall be installed in accordance with Chapter 57. Tank locations shall be in accordance with **Table 2206.2.3**.
 - a. Exception: Other above ground tanks that comply with Chapter 57 where approved by the Fire Code Official
3. Tanks containing fuels shall not exceed 12,000 gallons (45420 L) in individual capacity or 48,000 gallons (181680 L) in aggregate capacity. Installations with the maximum allowable aggregate capacity shall be separated from other such installations by not less than 100 feet (30480 mm).
4. Tanks located at farms, construction projects, or rural areas shall comply with Section 5706.2.

Adopt Appendix B, C, D in their entirety

APPENDIX D

FIRE APPARATUS ACCESS ROADS

SECTION D103

MINIMUM SPECIFICATIONS

D103.3 Turning radius. The required turning radius of a fire apparatus shall be determined by the fire code official. *The required turning radius shall be determined by the worst case turning radius of fire units in service in addition to an overhang clearance six (6) feet beyond the outside radius of the curvature. All measurements shall be to the inside face of the curb.*

D103.1 *The minimum turning radii shall be 30 feet inside and 50 feet outside measured from the inside face of curb.*

END OF AMENDMENTS

CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL PLUMBING CODE, 2021 EDITION

Amendments to the International Plumbing Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATON

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the International Plumbing Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

106.5.3 Expiration: Change the following – 180 days to 365 days.

SECTION 106 PERMITS

R-106.5.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 115 VIOLATIONS

115.4 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 116 STOP WORK ORDERS

116.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

CHAPTER 3 GENERAL REGULATIONS

305.6.1 Sewer Depth. Minimum depth of a sewer lateral shall be 30" below grade to within 5' of the foundation wall. Laterals from the foundation wall to 5' beyond the foundation wall shall be a minimum depth of 12", or as otherwise approved by the Building Official.

312.5 Water Supply system test. Change 50 psi to 80 psi.

CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS

Section 403 MINIMUM PLUMBING FACILITIES

421.3 Shower waste outlet. Change from 1 ½" to 2" in diameter.

**CHAPTER 5
WATER HEATERS**

502.6 Prohibited Location. Gas-fired water heaters shall not be installed in a sleeping room, bathroom, or a closet accessed through a sleeping room or bathroom.

**CHAPTER 6
WATER SUPPLY AND DISTRIBUTION**

603.1.1 Water service pipe. Water service pipe shall be furnished and installed in accordance with Section 700.020 of the City of Washington Municipal Code.

603.1.2 Water service and metering. Each building not a part of another building shall have a separate water service connection, and a separate water meter as required by Section 700.040 of the City of Washington Municipal Code.

**CHAPTER 7
SANITARY DRAINAGE**

TABLE 702.1 ABOVE-GROUND DRAINAGE AND VENT PIPE. Delete the following materials from the table:

1. Acrylonitrile butadiene styrene (ABS) plastic pipe in IPS diameters, including Schedule 40; DR 22 (PS 200) and DR 24 (PS 140); with a solid, cellular core or composite wall.

TABLE 702.2 UNDERGROUND BUILDING DRAINAGE AND VENT PIPE. Replace Table 702.2 with the following.

**TABLE 702.2
UNDERGROUND BUILDING DRAINAGE AND VENT PIPE**

MATERIAL	STANDARD
Cast-iron pipe	ASTM A 74; ASTM A 888, CISPI 301
Copper or copper alloy tubing (Type K, L, M or DWV)	ASTM B 75; ASTM B 88; ASTM B 251; ASTM B 306
Polyvinyl chloride (PVC) plastic pipe in IPS diameters, including Schedule 40, DR 22 (PS200) and DR 24 (PS) 140; with a solid core.	ASTM D 2665; ASTM F 891, ASTM F 1488, CSA B181.2
Polyvinyl chloride (PVC) plastic pipe with a 3.25-inch O.D. and a solid wall.	ASTM D 2949, ASTM F 1488

**TABLE 702.3
BUILDING SEWER PIPE**

MATERIAL	STANDARD
Cast-iron pipe	ASTM A 74; ASTM A 888; CISPI 301
Concrete Pipe	ASTM C14; ASTM C76; CAN/CSA A257.1 M; CAN/CSA A257.2M
Copper or copper-alloy tubing (Type K or L)	ASTM B 75; ASTM B 88; ASTM B 251
Polyvinyl chloride (PVC) plastic pipe in IPS diameters, including Schedule 40, DR 22 (PS200) and DR 24 (PS 140); with a solid-wall.	ASTM D 2665; ASTM F 891; ASTM F 1488
Polyvinyl chloride (PVC) plastic pipe in sewer and drain diameters, including PS 25, SDR 41 (PS28), PS 35, SDR 35 (PS 46), PS 50, PS 100, SDR 26 (PS 115), PS 140 AND PS 200; with a solid wall.	ASTM F 891; ASTM F 1488; ASTM D 3034; CSA B182.2; CAS B182.4

**CHAPTER 9
VENTS**

**SECTION 903
VENT TERMINALS**

903.1 Roof extension. Replace [NUMBER] with *twelve (12) inches*.

**SECTION 113
SUMPS AND PUMPING SYSTEMS**

1113.1.5 Pipe Discharge. *All sump pump piping shall be discharged to the outside and diverted to a storm sewer conveyance or other approved collection point acceptable to the code official. Discharge into the sanitary sewer is prohibited. Discharging to or within 10 feet of a sidewalk, driveway, street or to create a nuisance to adjoin properties is prohibited.*

The Following Appendix Shall Be Adopted in their entirety: C, D, & E

END OF AMENDMENTS

**CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL FUEL GAS CODE, 2021 EDITION**

Amendments to the International Fuel Gas Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATON

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the Fuel Gas Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

SECTION 106 PERMITS

R-106.5.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to insure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 115 VIOLATIONS

115.4 Violation Penalties: *Replace text with the following:*

Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.

SECTION 116 STOP WORK ORDER

116.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

SECTION 301 GENERAL

Section 301.2 Energy Utilization. Delete Section

SECTION 404 PIPING SYSTEM INSTALLATION

404.12 Minimum burial depth. Underground piping system shall be installed a minimum depth of ~~42~~ **18** inches below grade.

404.12.1 Individual outside appliances. Individual lines to outdoor lights, grills and other appliances shall be installed not less than ~~8~~ **12** inches below finished grade, provided that such installations is approved and is installed in locations not susceptible to physical damage.

404.13.1 Trenches - Shared. Fuel gas piping buried in trenches with electric, water supply, sewers or other utilities shall have a minimum of **18**-inches separation from all other pipe systems.

409.5.1.1 Gas Fireplace Service Valve: Each gas fireplace shall be provided with a shutoff valve separate from the appliance and shall be placed in a location protected from being damaged and accessible for operation of the valve.

SECTION 503 VENTING OF APPLIANCES

503.10.2.2 Vent Connectors Located in Unconditioned Areas: Delete the exception.

SECTION 603 VENTING OF APPLIANCES

603.1 Delete and replace with: Log Lighters: Log lighters are not permitted.

The Following Appendix Shall Be Adopted in their entirety: A, & B

END OF AMENDMENTS

CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL MECHANICAL CODE, 2021 EDITION

Amendments to the International Mechanical Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, subsection or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the Mechanical Code of the *City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

SECTION 106 PERMITS

R-106.4.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 113 STOP WORK ORDERS

113.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

SECTION 115 VIOLATIONS

115.4 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 301 GENERAL

Section 301.2 Energy Utilization. Delete Section

SECTION 303
EQUIPMENT AND APPLIANCE LOCATION

303.5.1 Location Requirements. Water heaters, boilers, and other appliances producing condensate shall be installed in a room or space containing a trapped 2-inch minimum pipe size drain piped to an approved disposal location or system. The drain inlet shall be within 5 feet of the appliance and in the same room or space.

The Following Appendix Shall Be Adopted in its entirety: A

END OF AMENDMENTS

CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
NATIONAL ELECTRICAL CODE, 2020 EDITION

Amendments to the National Electrical Code, 2020 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

ARTICLE 210 Branch Circuits:

210.8 Ground-Fault Circuit-Interrupter Protection for Personnel

210.8(A) – Delete the words "*Through-250-Volt*"

210.8(A)(2) – *Add the Following: Exception #1: all dedicated 120 V branch circuits located within a garage space and serving a single appliance are exempt from the requirement for GFCI protection.*

210.8(A)(5) – *Add the Following: Exception #1: all 120 V branch circuits located within finished areas of a residential basement are exempt from the requirement for GFCI protection.*

210.8(A)(5) – *Add the Following: Exception #2: all dedicated 120 V branch circuits with a simplex outlet located within a basement space and serving a single appliance are exempt from the requirement for GFCI protection.*

210.8(A)(10) - *Add the Following: Exception #1: all dedicated 120 V branch circuits with a simplex outlet located within a laundry space and serving a single appliance are exempt from the requirement for GFCI protection.*

210.12 Arc Fault Circuit Protection: **Delete section and replace with the following:** All branch circuits that supply 120-volt, single phase 15 and 20 amperes wall and floor receptacles located in bedrooms and similar rooms or areas shall be protected by a combination type arc fault circuit interrupter installed to provide protection of the branch circuit. 15 amperes circuits shall have a maximum of 8 outlets, 20 amperes shall have a maximum of 11 outlets.

ARTICLE 230 SERVICES

230.67 Surge Protection: *Delete Section*

END OF AMENDMENTS

CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL SWIMMING POOL AND SPA CODE,
2021 EDITION

Amendments to the International Swimming Pool and Spa Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck- though is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1
SCOPE AND ADMINISTRATON

SECTION 101
GENERAL

101.1 Title: These regulations shall be known as the International Swimming Pool and Spa Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

105.5 Expiration: Change the following – 180 days to 365 days

SECTION 103 CODE COMPLIANCE AGENCY – Delete Section

SECTION 105 PERMITS

R-105.4.6 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 112 BOARD OF APPEALS

112.1 Membership of Board – Delete Section and replace with the following:

112.1 Board of Appeals: *The Board of Appeals shall be as established by the City of Washington. Membership, duties, and organization of the Board shall be in accordance with the ordinances of the City of Washington, Missouri.*

SECTION 113 VIOLATIONS

113.4 Violation Penalties: *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 114 STOP WORK ORDERS

114.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

CHAPTER 3 GENERAL COMPLIANCE

SECTION 305 BARRIER REQUIREMENTS

305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. ~~Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F134, the areas where those spas, hot tubs, or pools are located shall not be required to comply with Sections 305.2 through 305.7.~~

END OF AMENDMENTS



December 4, 2023

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

RE: 2021 Building Code Adoption,
2023 Building Code Fee Schedule Update

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The City of Washington currently follows the 2015 addition of the International Code Council (ICC) codes. To stay current with the ISO grading schedule and assist with maintaining the City's ISO rating of 3, I am proposing to adopt the 2021 ICC codes. These changes would take effect January 1, 2024.

In conjunction with the adoption of the new ICC building codes, I propose to update the Fee Schedule for Construction and Occupancy within the City of Washington. The Fee Schedule was last updated in 2003 for general fees and 2016 for the construction multiplier, which set the rate at \$3.00 per \$1,000.00 of construction cost. The rate of \$3.00 per \$1000.00 will not change, however, the minimum charges will change to the updates shown on the attached charts. I have compared the City of Washington rates to 9 other local municipalities. With the proposed changes, we will be equal to or less than 7 of those 9 municipalities.

Cost of Project:

There is no additional cost to the city for adoptions of these codes.

Copies of the above codes with local amendments and fee schedules will be available at the Washington public Library, and in the Engineering Department.

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

Respectfully,

A handwritten signature in black ink that reads "Blake E. Marquart".

Blake E. Marquart
Building Official

Chapter 500

BUILDING CODE

Section 500.010.	Adoption Of Various Building Codes.	Section 500.060.	Occupancy.
Section 500.020.	Permit Fee Structure.	Section 500.070.	Certificate Invalid — When.
Section 500.030.	Certificates Of Occupancy.	Section 500.080.	Fees.
Section 500.040.	Making False Statements Prohibited.	Section 500.090.	Appeals.
Section 500.050.	Applications — Notices — Issuance Of Certificate.	Section 500.100.	Certificates Not A Warranty.

Section 500.010. Adoption Of Various Building Codes. [R.O. 1992 § 500.010; Ord. Nos. 4991—4997; Ord. No. 7230, 6-15-1992; Ord. No. 7752 §§ 1—6, 6-19-1995; Ord. No. 7753 §§ 1—6, 6-19-1995; Ord. No. 7754 §§ 1—6, 6-19-1995; Ord. No. 7755 §§ 1—6, 6-19-1995; Ord. No. 7756 §§ 1—6, 6-19-1995; Ord. No. 7757 §§ 1—6, 6-19-1995; Ord. No. 7980 § 1, 8-19-1996; Ord. No. 7982 § 2, 8-19-1996; Ord. No. 03-9290 §§ 1—2, 1-21-2003; Ord. No. 04-9577 § 1, 5-3-2004; Ord. No. 06-9989 § 1, 3-29-2006; Ord. No. 06-9990 §§ 1—2, 3-29-2006; Ord. No. 06-9991 §§ 1—2, 3-29-2006; Ord. No. 06-9992 §§ 1—2, 3-29-2006; Ord. No. 06-9993 §§ 1—2, 3-29-2006; Ord. No. 06-9994 §§ 1—2, 3-29-2006; Ord. No. 06-10077 §§ 1—2, 9-5-2006; Ord. No. 12-11085 §§ 1—2, 12-17-2012; Ord. No. 17-11789, 12-4-2017]

- A. The City has advised that the following Codes, published by the International Code Council, Inc., unless otherwise stated, have been adopted, with amendments, as the Building Codes of the City. One copy of each is on file and available for inspection in the office of the City Clerk.
1. International Fire Code, 2015.2021.
 2. National Electrical Code (NFPA 70), 2014,2020 published by the National Fire Protection Association.
 - ~~3. International Building Code for One- and Two-Family Dwellings, 2015.~~
 - 3.4. International Building Code, 2015.2021.
 - 4.5. International Fuel Gas Code, 2015.2021.
 5. 6. International Mechanical Code, 2015.2021.
 6. 7. International Plumbing Code, 2015.2021.
 7. 8. ~~International Electrical Code, 2003.~~

8. ~~9.~~ International Property Maintenance Code, ~~2015.~~2021.
 9. ~~10.~~ International Residential Code, ~~2015 Edition.~~2021.
 10. ~~11.~~ International Existing Buildings Code, ~~2015.~~2021.
 11. ~~12.~~ International Swimming Pool and Spa Code, ~~2015.~~2021.
 - ~~13. Wildland Urban Interface Codes, 2015.~~
- B. Modifications And Amendments To Codes. Amendments to the codes noted herein are on file in the City offices.
- C. Violations And Penalties.
1. For any violation of the code adopted hereby, the violator, upon conviction, shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding three (3) months, or by both such fine and imprisonment. Every day any violation shall continue shall constitute a separate offense.
 2. Whenever any act is prohibited by the code adopted hereby, by an amendment thereof, or by any rule or regulation adopted there under, such prohibition shall extend to and include the causing, securing, aiding, or abetting of another person to do said act. Whenever any act is prohibited by the code adopted hereby, an attempt to do the act is likewise prohibited.
 3. Equitable Relief. In addition to any other remedies or penalties established for violations the code adopted hereby, or any rule, regulation, notice, condition, term or order promulgated by any officer or agency of the City under duly vested authority, the City Official responsible for the enforcement of the code adopted hereby, rule, regulation, notice, condition, term or order may, on behalf of the City and after approval by the Board of Aldermen, apply to a court of competent jurisdiction for such legal or equitable relief as may be necessary to enforce compliance with the code or rule, regulation, notice, condition, term or order. In such action the court may grant such legal or equitable relief, including, but not limited to, mandatory or prohibitory injunctive relief, as the facts may warrant. Upon the successful prosecution of any such action the City may be awarded by the court reasonable attorney fees as allowed by law.

Section 500.020. Permit Fee Structure. [R.O. 1992 § 500.020; Ord. No. 7751 §§ 1—2, 6-19-1995; Ord. No. 7983 § 1, 8-19-1996; Ord. No. 03-9291 §§ 1—2, 1-21-2003]

- A. There is hereby imposed a fee for building, plumbing, mechanical, electrical, construction, demolition, remodel, repair, development, commercial occupancy, relocation of structures, and fire protection inspection permits as follows:
1. New construction building permits, i.e., commercial buildings, single-family dwellings, one- and two-family dwellings, multifamily dwellings, elevators, swimming pools, garages (attached and detached), pole buildings, storage buildings, etc., shall be computed as follows: [**Ord. No. 16-11510, 4-4-2016**]

Building gross area x (International Code Council) gross area modifier x (International Code Council) type of construction factor x permit fee multiplier.

The (International Code Council) "Gross Area Modifier" and the "Type of Construction Factor" as published semiannually by International Code Council, Inc., shall be accepted as and enforced as if fully set out in this Section.

The Permit Fee Multiplier shall be set at three dollars (\$3.00) per one thousand dollars (\$1,000.00) of construction cost beginning on January 1, 2016.

2. Minimum permit fees shall be as follows:

Permit fee shall be construction cost x \$.0030 and/or shall not be a lesser amount than set out below:

Minimum electric service permit	\$25.00	\$40.00
Sewer lateral permit	\$25.00	\$40.00
Shed permit (120 sq. ft. or less)	\$25.00	\$50.00
Minimum plumbing permit	\$25.00	\$40.00
Minimum HVAC permit	\$25.00	\$40.00
Minimum sign permit	\$25.00	\$50.00
Minimum swimming pool permit	\$25.00	\$50.00
Minimum deck/porch permit	\$25.00	\$50.00
Annual commercial occupancy permit	\$25.00	
Sprinkler permit	\$25.00	\$40.00 per 100 heads
Sprinkler inspection	\$25.00	\$40.00 per 100 heads
Mobile home setup permit	\$50.00	\$200.00
Demolition permit	\$50.00	
Demolition of water tap	\$25.00	\$40.00
Demolition of sewer tap	\$25.00	\$40.00
Moving of buildings		\$.05 per square foot but not less than \$50.00
Reinspection fee	\$25.00	\$0.00 each starting with 2nd reinspection

3. In addition to any permit fee that may be due prior to the issuance of a building permit, a refundable amount of three hundred fifty dollars (\$350.00) shall be deposited with the City of Washington and placed in escrow until such time as a final certificate of occupancy is issued for the premises described in the building permit.

Residential remodel that does not involve structural, electrical or plumbing changes and/or cost less than one thousand dollars (\$1,000.00) shall not require a building permit.

Section 500.030. Certificates Of Occupancy. [R.O. 1992 § 500.030; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

- A. It shall be unlawful for any person, owner, corporation or agent to occupy or permit the occupancy of any commercial, industrial or residential premises or structure in the City of Washington without first obtaining an inspection and certificate of occupancy. The terms "occupy" or "occupancy" shall include the movement of furniture, equipment or other property into said premises or structure.
1. For residential dwellings or commercial or industrial structures, an inspection and certificate of occupancy shall be required upon any change of occupancy.
 2. For a commercial or industrial structure, an inspection and certificate of occupancy shall be applied for annually.

Section 500.040. Making False Statements Prohibited. [R.O. 1992 § 500.040; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

It shall be unlawful for any person to knowingly make any false statement on an application for a certificate of occupancy.

Section 500.050. Applications — Notices — Issuance Of Certificate. [R.O. 1992 § 500.050; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

- A. The ~~Director of Planning~~ Building Official of the City of Washington, Missouri, shall receive all applications for certificates of occupancy. Application for an occupancy inspection and for a certificate of occupancy for a residential, commercial or industrial structure shall be made by the owner, buyer, tenant, lessee, operator or manager of said residential, commercial or industrial structure on forms supplied by the City. All applicable fees shall be paid at the time of application.
- B. If the ~~Director of Planning~~ Building Official of the City of Washington, Missouri, finds that the residential, commercial or industrial structure does not meet the requirements of the code, he/she shall notify the applicant for the occupancy inspection and for the certificate of occupancy of such deficiencies in writing, informing him/her that the residential, commercial or industrial structure may not be occupied until the deficiencies are corrected.
- C. When the ~~Director of Planning~~ Building Official of the City of Washington, Missouri, finds that the residential, commercial or industrial structure does comply with the code, he/she shall issue a certificate of occupancy.

Section 500.060. Occupancy. [R.O. 1992 § 500.060; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

The ~~Director of Planning~~ Building Official of the City of Washington, Missouri, is authorized to permit occupancy on a conditional basis, for a term not to exceed ninety (90) days, when serious hardships interfere with completing all repairs required to bring the residential, commercial or industrial structure into full compliance with the code. The ~~Director of Planning~~ Building Official of the City of Washington, Missouri, may extend the expiration date of a conditional certificate of occupancy if, in his/her opinion, the progress of repairs to date so warrant. However, no conditional certificate of occupancy may be extended for more than ninety (90) days. No conditional permit shall be issued for a residential, commercial or industrial structure where a condition exists which could

threaten the health or safety of the occupant(s) or the general public.

Section 500.070. Certificate Invalid — When. [R.O. 1992 § 500.070; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

Any certificate of occupancy shall become invalid if the reoccupancy is not commenced within one hundred twenty (120) days after it is issued.

Section 500.080. Fees. [R.O. 1992 § 500.080; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

A. The fees for inspections shall be as follows:

1. Single-family or two-family dwellings: ~~fifty-two~~ ~~five~~ dollars ~~(\$25.00)~~: ~~(\$50.00)~~
2. Multifamily dwellings: ~~forty-two~~ dollars ~~(\$20.00)~~: ~~(\$40.00)~~
3. Commercial structures: ~~seventy-five~~ ~~fifty~~ dollars ~~(\$50.00)~~ ~~(\$75.00)~~ on change of occupancy.
4. Industrial structures: ~~one-hundred~~ ~~fifty~~ dollars ~~(\$50.00)~~ ~~(\$100.00)~~ on change of occupancy.
5. Commercial structures: No charge for annual inspection.
6. Industrial structures: No charge for annual inspection.

The inspection fees shall include the initial inspection. All subsequent reinspections shall ~~not be charged.~~ ~~be charged fifteen dollars (\$15.00) per reinspection.~~

There shall be no inspection fee for inspections within one (1) year of a prior inspection at which no violations of the code were found.

Section 500.090. Appeals. [R.O. 1992 § 500.090; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

Any person who feels that an error has been made in an inspection performed by the City may request a review by the ~~Director of Planning~~ ~~Building Official~~ of the City of Washington, Missouri. If the ~~Director of Planning~~ ~~Building Official~~ of the City of Washington, Missouri, after review of the file and inspection of the premises, feels that the citation of the violation is valid, he/she shall require that the violation be corrected. Any decision of the ~~Director of Planning~~ ~~Building Official~~ of the City of Washington, Missouri, may be appealed to the Board of Appeals in the manner set forth in the code.

Section 500.100. Certificates Not A Warranty. [R.O. 1992 § 500.100; Ord. No. 06-10132 § 1, 12-13-2006; Ord. No. 07-10228 §§ 1—2, 3-19-2007]

In issuing a certificate of occupancy, the City does not intend to, nor does it warrant, insure or guarantee to the holder thereof, to his/her assignee or to any other interested person, that there are no violations of any provision of this Section or any other ordinance. The City makes no warranty or representation, whatsoever, as to the condition of any building.

**CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL CODE SERIES, 2021 EDITION**



Effective Date – 01/01/2024

**CITY OF WASHINGTON, MO
AMMENDMENTS TO THE
INTERNATIONAL CODE SERIES, 2021 EDITION
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CITY OF WASHINGTON, MO AMMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION

Amendments to the International Residential Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND GENERAL REQUIREMENTS

R-101.1 Title: These provisions shall be known as the *Residential Code for One- and Two-Family Dwellings of The City of Washington, Missouri*, and shall be cited as such and will be referred to herein as “this code”.

SECTION 105 PERMITS

R-105.2 Work Exempt from Permit: *Exemption 1. Delete the exception and replace with the following: Other than Storm Shelters, One-story detached accessory structures, provided the floor space does not exceed 100 square feet.*

R-105.5 Expiration: Every permit issued shall become invalid unless the work authorized by such permit is commenced within *180 days* after its issuance, or if the work authorized by such permit is not completed within *365 days* after the permit is issued. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than *90 days* each. The extensions shall be requested in writing and justifiable cause demonstrated.

SECTION 106 CONSTRUCTION DOCUMENTS

R-106.2.1 Scale: *The site plan shall be drawn to scale.*

R-106.2.2 Erosion Control Plan: *The construction documents shall include an erosion control plan.*

SECTION 108 FEES

R-108.2.1 Permit Penalties: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION R113 VIOLATIONS

R-113.4 Violation Penalties: *Replace text with the following:*

Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.

SECTION R114 STOP WORK ORDER

R-114.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

SECTION R115 FIRE SAFETY SIGNAGE

R-115.1 Fire Safety Signage. *New buildings having roof or floor areas constructed with the below listed lightweight engineered wood framing materials shall have fire safety signage placed on the electric meter base.*

1. *Pre-fabricated wood I-joists*
2. *Metal-plate-connected wood trusses*
3. *Finger-jointed wood trusses*

The signage shall be 2 1/2" wide x 4" high and have red letters on a white reflective background as specified and furnished by the City of Washington. Signage samples are given below. T indicates metal-plate-connected or finger-jointed wood roof trusses. E indicates one of the above listed lightweight engineered wood framing materials. S indicates the floor framing is protected by an automatic fire sprinkler system.



CHAPTER 2 DEFINITIONS

SECTION R202 DEFINITIONS

Add the following definitions:

BALCONY, EXTERIOR. *An exterior floor projecting from and supported by a structure without additional independent supports.*

DECK. *An exterior floor system supported on at least two opposing sides by adjoining structure and / or columns, piers, or other independent supports.*

CONFINED SPACE. *A room or space having a volume less than 50 cubic feet per 1000 Btu/h (4.83 L/W) of aggregate input rating of all fuel burning appliances installed in that space.*

UNCONFINED SPACE. *A room or space having a volume more than 50 cubic feet per 1000 Btu/h (4.83 L/W) of aggregate input rating of all fuel burning appliances installed in that space. Rooms communicating directly with this space in which the appliance is installed, through openings not furnished with doors, are considered a part of the unconfined space.*

CHAPTER 3 BUILDING PLANNING

Table R-301.2 (1) Climate and Geographic Design Criteria: *Add the following values:*

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

Ground Snow Load		<i>20 psf</i>
Wind Design	Speed (mph)	<i>115 mph (3 second gust) 90 mph (fastest mile)</i>
	Topographic effects	<i>No</i>
Seismic Design Category		<i>C</i>
Subject To Damage From	Weathering	<i>Severe</i>
	Frost line depth	<i>30-inches</i>
	Termites	<i>Moderate to Heavy</i>
Winter Design Temperature		<i>0 to 10 degree F</i>
Ice Barrier Underlayment Required		<i>No</i>
Flood Hazards		<i>Ordinance flood plain</i>
Air Freezing Index		<i>767</i>
Mean Annual Temperature		<i>55.3 °F</i>

SECTION R-302 FIRE RATED CONSTRUCTION

Section R302.5.1: Opening Protection. Delete this whole section and replace with.

Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and habitable space shall be equipped with solid wood doors not less than 1 3/4-inch in thickness, solid or honeycomb-core steel doors not less than 1 3/4-inch in thickness or 20-minute fire-rated doors.

Table R-302.6 Dwelling / Garage Separation: Replace ~~1/2" Gypsum Board~~ with *5/8" Type X Gypsum board* throughout Table.

R-302.11 Fire blocking: *Add the following subsection.*

7. Fireblocking is required in common wall between the living space and the garage at the midpoint for walls over 9' tall.

SECTION R303 LIGHT, VENTILATION, HEATING

R-303.3 Bathrooms: The exception shall read as follows: Exception: The glazed areas shall not be required where artificial light and a mechanical ventilation system are provided. The minimum ventilation rates shall be 50 cubic feet per minute (24 L/s) for intermittent ventilation or 20 cubic feet per minute (10 L/s) for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside. *A soffit vent is considered outside. The ridge vent, gable vent, and attic vents are not considered outside.*

SECTION R309 GARAGES AND CARPORTS

R-309.1 Floor surface: Garage floor surfaces shall be of approved noncombustible material. The area of floor used for parking of automobiles or other vehicles shall be sloped a minimum of 1 % to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway. Floor drains may be day lighted a minimum distance of 10 ft. from any property line and within 10 ft. of the garage entry may be permitted. Floor drains shall not have a trap.

R-309.2 Carport: *Delete the exception:*

SECTION R311 MEANS OF EGRESS

R-311.3.2 Floor Elevation for other exterior doors: *Delete the exception:*

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEM

Delete this section in accordance with RSMO 67.281

SECTION R315 CARBON MONOXIDE ALARMS

R-315.3.1: Type of Alarm: *The carbon monoxide detector(s) required for all new construction shall be wired directly into the structures AC power with battery back-up, or an AC power plug-in unit with battery back-up. All existing structures that require carbon monoxide detector(s) may install detector(s) as required for new construction, but a minimum of a battery-operated unit.*

SECTION R318 PROTECTION AGAINST SUBTERRANEAN TERMITES

R-318.2 Chemical Termiticide Treatment: Chemical termiticide treatment shall include soil treatment and/or field applied wood treatment. The Concentration, rate of application and method of treatment of the chemical termiticide shall be in strict accordance with the termiticide label. *When treating soil with chemicals a certification will be required from a licensed exterminator.*

SECTION R319 SITE ADDRESS

R-319.1 Site Address: *Replace text with the following:*

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 - inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Numbers shall not be spelled out.

R-319.2 Street or Road Signs: *Streets and Roads shall be identified with signs approved by the City Engineering Department. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Temporary signs shall be of an approved size, weather resistant and be maintained until replaced by permanent signs.*

CHAPTER 4 FOUNDATIONS

R-402.1 Wood Foundation: *Delete Section. This includes any additional references to wood foundations throughout the code.*

SECTION R403 FOOTINGS

R403.1.1.1 Minimum Reinforcement for Footings Supporting Walls: *Reinforce footings with a minimum of two #4 continuous reinforcing rods spaced evenly, tied in place and positioned 3-inches clear above the supporting soil. Connect wall to footing with L - shaped vertical dowels spaced on 2 - foot centers maximum along the wall centerline. Fabricate the dowels from #4 minimum reinforcing rods with a vertical leg, or hook, measuring 8 inches minimum from the outside edge of the vertical leg and with a vertical leg sized to extend a minimum of 4 inches to 5 inches into the footing and a minimum of 16 inches into the wall. Reinforcing steel shall be minimum Grade 40.*

Table R-403.1 Minimum Width and Thickness of Concrete or Masonry Footings: *Delete Table R-403.1, and replace with the following:*

**TABLE 403.1
MINIMUM WIDTH OF CONCRETE,
PRECAST OR MASONRY FOOTINGS
(inches)**

	Load-Bearing Value Of Soil 1500 psf to 4000 psf
1-story	20" wide x 8" thick
2-story	20" wide x 8" thick
3-story	24" wide x 10" thick

R-403.1.4.1 Frost Protection. *Modify exceptions as follows:*

Exceptions:

1. Protection of freestanding accessory structures with an area of ~~600~~ 200 square feet or less, of light framed construction, with an eave height of 10' or less shall not be required.
2. *Delete exception.*

SECTION R404 FOUNDATION AND RETAINING WALLS

R-404.1.2.1 Masonry Foundation Walls: Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), R404.1.1(3), or R404.1.1(4) *designed by a professional architect or engineer and shall also comply with applicable provisions of sections R606, R607 and R608.* In buildings assigned to seismic design categories D0, D1 and D2, concrete masonry and clay masonry foundation walls shall also comply with section R404.1.4.1. Rubble stone masonry foundation walls shall be constructed in accordance with sections R404.1.8, and R607.2.2 Rubble stone masonry walls shall not be used in seismic design categories D0, D1, and D2.

Table 404.1.2(1) Minimum Horizontal Reinforcement for Concrete Basement Walls : *Delete Table 404.1.2(1), and replace with the following Table R404.1.2 (1).*

**TABLE R404.1.2 (1)
REINFORCEMENT FOR CONCRETE
FOUNDATION WALLS**

Maximum Wall Height (feet)	Minimum Reinforcement Size And Spacing For 8", 10" and 12" Walls In All Soil Classes	
	Vertical	Horizontal
4	#4 @ 48"	#4 @ 24"
8	#4 @ 24"	#4 @ 24" (4 bars minimum)
9	#4 @ 24"	#4 @ 24"
Greater than 9	Design Required	
<p><i>Notes</i></p> <p>a. Reinforcement shall be Grade 40 minimum. Reinforcement shall be placed 3" from the inside face.</p> <p>b. Vertical reinforcement shall extend to within 6" from the top of the foundation wall.</p> <p>c. Wall height is measured from the top of balance fill to the top of the wall.</p>		

R-404.1.2.2 Reinforcement for Foundation Walls: Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with table R404.1.2(1). Vertical

reinforcement shall be provided in accordance with *Table R404.1.2(1)* ~~Table R404.1.2(2), R404.1.2(3), R404.1.2(4),~~ R404.1.2(5), R404.1.2(6), R404.1.2(7), or ~~R404.1.2(8)~~. Vertical reinforcement for flat basement walls retaining 4 feet or more of unbalanced backfill is permitted to be determined in accordance with *Table R404.1.2(9)*. For basement walls supporting above-grade concrete walls, vertical reinforcement shall be the greater of that required by *Table R404.1.2(1)* ~~Tables R404.1.2(2) through R404.1.2(8)~~, or by Section R611.6 for the above grade wall. In buildings assigned to seismic design category Do, D1, or D2 concrete foundation walls shall also comply with Section R404.1.4.2.

R-404.1.2.3 Concrete, Materials for Concrete, and Forms: Materials used in Concrete, the concrete itself and forms shall conform to the requirements of this section or ACI 318. *All removable concrete forms shall be coated with a form release agent prior to placement of concrete.*

R-404.1.3: Design Required: *Add the following requirement:*

3. Walls supporting suspended reinforced concrete floors, prestressed concrete floor planks, or other floor framing systems not addressed by Chapter 5 of this code.

R-408.4 Access: Access shall be provided to all under-floor spaces. Access openings through the floor shall be a minimum of 18 inches x 24 inches (457 mm x 610 mm). Openings through a perimeter wall shall not be less than ~~16" x 24"~~ *22 inches x 30 inches*. When any portion of the through wall access is below grade, an areaway not less than ~~16 inches x 24 inches~~ *22 inches x 24 inches* shall be provided. The bottom of the areaway shall be below the threshold of the access opening. Through wall access openings shall not be located under a door to the residence. See Section M1305.1.3 for access requirements where the mechanical equipment is located under the floor.

CHAPTER 5 FLOORS

R-501.1.1 Design Required: *A design in accordance with accepted engineering practice shall be provided for suspended reinforced concrete floors, prestressed concrete plank floors, and other floor framing systems not addressed in Chapter 5 of this code. Construction documents prepared by a licensed design professional shall be submitted. The construction documents shall show the design requirements for the floor system and all supporting elements.*

Table R-503.2.1.1(1) Allowable Spans and Loads for Wood Structural Panels for Roofs, Sub-floors, and Combination Sub-floor Underlayment: *Delete minimum nominal panel thickness 3/8- inch for sheathing, roof and sub-floors.*

Table R-503.2.1.1(1) Allowable Spans and Loads for Wood Structural Panels for Roofs, Sub-floors, and Combination Sub-floor Underlayment: *Delete minimum nominal panel thickness 19/32- inch and 5/8 - inch for underlayment, C-C plugged, Single Floor, Roof, and Combination Sub-floor underlayment.*

R-504.0 Pressure Preservatively Treated - Wood Floors (On-Ground): *Delete Section.*

CHAPTER 7 WALL COVERING

R-702.3.7 Water Resistant Gypsum Backing Board: Gypsum board used as the base or backer for adhesive application of ceramic tile or other required nonabsorbent finish material shall conform to ASTM C 1396, C 1178 or C1278. Use of water-resistant gypsum backing board shall be permitted on ceilings where framing spacing does not exceed 12 inches (305 mm) on center for ½ - inch thick (12.7 mm) or 16 inches (406 mm) for 5/8 - inch thick (16 mm) gypsum board. Water resistant gypsum board shall not be installed over a class I or II vapor retarder in a shower or tub compartment. Cut or exposed edges, including those at wall intersections, shall be sealed as recommended by the manufacturer. *Water resistant gypsum board shall be extended at least twenty-four inches past any tub or shower enclosure area.*

CHAPTER 11 ENERGY EFFICIENCY

**Table N1101.1.1
Minimal Thermal Values**

**** This Table may be used an alternative to Chapter 11 in its entirety.**

Area or Space	R or U Values
Attics	R-38
Ceilings without attic space	R-30
Walls enclosing conditioned space above grade	R-13
Above grade wall face with 50% or more exposure to weather (50% out of ground)	R-13
Stud framed exterior walls in basement areas	R-11
Crawl Spaces	R-19
Ductwork in unconditioned space or exterior walls	R-8
Exterior doors	U-0.50
Windows	U-0.32
Skylights	U-0.50

CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS

SECTION M1307 APPLIANCE INSTALLATION

A-11307.1.1 Location. Water heaters, boilers, and other appliances producing condensate shall be installed in a room or space containing a trapped 2” minimum drain piped to an approved disposal location or system. The drain inlet shall be within 15 feet of the appliance and in the same room or space.

CHAPTER 15 EXHAUST SYSTEMS

M-1507.4 Duct Material: All single wall ventilation ducts serving toilet rooms and bathrooms shall be constructed of an approved rigid or flexible metal material. Vinyl duct is not allowed.

CHAPTER 21 HYDRONIC PIPING

M-2101.10 Test: Hydronic piping shall be tested hydrostatically at a pressure not less than 100 pounds per square inch (psi) for a duration of not less than 15 20 minutes.

SECTION G2412 GENERAL

G-2412.5 identification: For other than steel pipe, exposed piping shall be identified by a yellow label marked “Gas” in black letters. The marking shall be spaced at intervals not exceeding 5 feet (1524 mm). ~~The marking shall not be required on pipe located in the same room as the appliance served.~~

SECTION G2420 SHUTOFF VALVES

G-2420.5.1.1 Gas Fireplace Service Valve: Each gas fireplace shall be provided with a shutoff valve separate from the appliance and shall be placed in a location protected from being damaged and accessible for operation of the valve.

SECTION G2433 LOG LIGHTERS

G-2433.0 Log Lighters: *Log lighters are not permitted.*

CHAPTER 27 PLUMBING FIXTURES

SECTION P2707 SHOWERS

P2708.2 Shower drain. Shower drains shall have an outlet size of not less than $1\frac{1}{2}$ " 2 inches in diameter.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION

SECTION P2902 PROTECTION OF POTABLE WATER SUPPLY

P-2902.5.3 Lawn Irrigation Systems: ~~The potable water supply to lawn irrigation systems shall be separated from the potable water by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker or protected against backflow by a reduced pressure principal backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker.~~ Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principal backflow preventer.

P-2905.4.2 Water Service Installation: Delete section and replace with the following: *Installation of water service pipe shall be in accordance with Section 700.020 of the City of Washington Municipal Code.*

CHAPTER 30 SANITARY DRAINAGE

SECTION P3005 DRAINAGE SYSTEM

P-3005.4.1 Branch and Stack Sizing: Branches and stacks shall be sized in accordance with Table P3005.4.1. Below grade drainpipe shall not be less than ~~$1\frac{1}{2}$ inches~~ *two (2) inch* diameter. Drain stacks shall not be smaller than the largest horizontal branch drained.

CHAPTER 31 VENTS

P-3102.1 Required Vent Extension: ~~The vent system serving each building drain shall have at least one vent pipe that extends to the outdoors.~~ *Every building shall have a stack vent, a minimum of 3" in diameter. Such vent shall run undiminished in size and as directly as possible from the building drain through to the open air above the roof. All other vent extensions to the outside shall not be less than 2" in diameter.*

SECTION P3103 VENT TERMINALS

P-3103.1 Roof Extension: Open vent pipes that extend through a roof shall be terminated at least ~~6 inches~~ *12 inches* above the roof or ~~6 inches~~ *12 inches* above the anticipated snow accumulation, whichever is greater, except that where a roof is to be used for assembly, as a promenade, observation deck or sunbathing deck or for similar purposes, open vent pipes shall terminate not less than 8 feet above the roof.

CHAPTER 33 STORM DRAINAGE

SECTION P3303 SUMPS AND PUMPING SYSTEMS

P-3303.1.5 Discharge Piping Location: *All sump pump piping shall be discharged to the outside and diverted to a storm sewer conveyance or other approved collection point acceptable to the code official. Discharge into the sanitary sewer is prohibited.*

CHAPTER 34 GENERAL REQUIREMENTS

E-3406.2 Conductor Material: Conductors used to conduct current shall be of copper ~~except as otherwise provided in Chapters 34 through 43.~~ Where the conductor material is not specified, the material and sizes given in the chapters shall apply to copper conductors. ~~Where other materials are used, the conductor sizes shall be changed accordingly.~~

E-3406.3 Minimum Size of Conductors: The minimum size of conductors for feeders and branch circuits shall be 14 AWG copper ~~and 12 AWG aluminum.~~ The minimum size of service conductors shall be as specified in Chapter 36. The minimum size of Class 2 remote control, signaling and power - limited circuits conductors shall be as specified in Chapter 43.

CHAPTER 35 ELECTRICAL DEFINITIONS

CHAPTER 36 SERVICES

E-3601.6.2 Service disconnect location: *Delete all text and replace with the following:*

The service disconnect means for services of 400 Amps or less shall be installed at a readily accessible location outside the building, before point of entry of service entrance conductors. Services over 400 Amps can be located inside the structure no more than 10 feet from the point of service entrance, or as approved by the Code Official. The service disconnect shall be protected against overcurrent by an overcurrent device installed at the point where the conductors receive their supply. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside. The installation shall comply with Amended Section E3705. 7

E3601.6.3 Prohibited locations. *Service disconnecting means shall not be located in bathrooms, bedrooms, clothes closets, or spaces that can only be accessed through bathrooms, bedrooms, or clothes closets..*

Table 3603.1 Service Conductor and Grounding Electrode Conductor Sizing: Change Table as follows:

1. *Delete 250, 300 and 350 service or feeder rating (Amperes).*
2. *Change the conductor types and sizes for the 400 amp service rating to the following:*
 - a. *Copper (AWG: 400 copper kcmil or two sets of 2/0*
 - b. *Aluminum and copper-clad aluminum (AWG): Aluminum and copper clad aluminum 500 kcmil, or two sets of 4/0.*

E-3605.5 Protection of Service Cables Against Damage: Above ground service - entrance cables, ~~where subject to physical damage,~~ shall be protected by one or more of the following: rigid metal conduit, Intermediate metal conduit, Schedule 80 PVC conduit, electrical metallic tubing, or other approved means.

CHAPTER 37 BRANCH CIRCUIT AND FEEDER REQUIREMENT

E-3705.7 Location of overcurrent devices in or on premises. Delete exception text #6 and replace with the following;

6. Be installed so that the center of the grip of the operating handle of the switch or circuit breaker, when in its highest position, is not more than 6 feet 7 inches or less than 3 feet above the floor, working platform, or finished grade. [240.24(A)]

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION

E-3902.2 Garage and Accessory Building Receptacles: *Add the following exception:*

Exception 1. Dedicated single receptacle used for major appliance.

E-3902.5 Unfinished Basement Receptacle: *Add the following exception:*

Exception 2. Dedicated single receptacle used for major appliance.

E-3902.11 Arc-Fault Circuit Interrupter Protection: Delete this section and replace with the following: *All branch circuits that supply 120-volt, single phase 15 and 20 amperes wall and floor receptacles located in bedrooms and similar rooms or areas shall be protected by a combination type arc fault circuit interrupter installed to provide protection of the branch circuit. 15 amperes circuits shall have a maximum of 8 outlets, 20 amperes shall have a maximum of 11 outlets.*

The Following Appendix Shall Be Adopted in their entirety: AA, AB, AE, AH, AJ, AM, & AP

End of Amendment

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION

Amendments to the International Property Maintenance Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title: These regulations shall be known as the International Property Maintenance Code of *The City of Washington, Missouri*, and shall be cited as such and will be referred to herein as “this code”.

102.3 Application of other codes – *Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code, and NFPA 70. Nothing in this code shall be construed to cancel, modify, or set aside any provision of the City of Washington Zoning Code.*

103.1 Creation of Agency: *The Department of Property Maintenance Inspections is hereby created and the official in charge thereof shall be known as the Code Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.*

SECTION 104 FEES

104.3 Penalties: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 109 VIOLATIONS

109.4.1 Fines: *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 110 STOP WORK ORDER

110.2.1 Additional Information to be Included in Stop Work Order

1. *Inform the Owner of the right to Appeal.*

2. *Include a statement of the right to file a lien in accordance with Section 109.3*

110.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day*

SECTION 302 EXTERIOR PROPERTY AREAS

302.3.1 Trip Hazard Defined: *A trip hazard is defined as a ¼-inch vertical offset in the walking surface.*

SECTION 304 EXTERIOR STRUCTURE

304.3 Premises identification. *New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for residential, 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and, 10 inches (254 mm) high with a minimum stroke of 1.00 inches (25.4 mm) for industrial. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Numbers shall not be spelled out.*

304.7.1 Private Garage Floor Drains: *Private garage floor drains may be daylighted a minimum distance of 10 feet from any property line and within 10 feet of the garage entry may be permitted.*

SECTION 602 HEATING FACILITIES

602.3 Heat Supply: *Every Owner and Operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants therefore shall supply heat during a period from October 1 to April 1 to maintain a minimum temperature of 65 Degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms.*

602.4 Occupiable Workspaces: *Indoor occupiable workspaces shall be supplied with heat during the period from October 1 to April 1 to maintain a minimum temperature of 65 Degrees Fahrenheit during the period the spaces are occupied.*

SECTION 604 ELECTRICAL FACILITIES

604.3.3 Identification of Disconnect Means: *Each required disconnecting means for motors and appliances, and each service, feeder, and branch circuit at the point where it originates, shall be legibly marked to indicate its purpose, except where located and arranged so that the purpose is evident. The marking shall have to withstand the environment involved.*

SECTION 703 FIRE-RESISTANCE RATINGS

703.1.1 Fire Barrier-Garage-Dwelling Separation: *Private garages shall be separated from the dwelling unit and its attic area by one layer of 5/8 inch Type "X" gypsum board forming a continuous membrane from top of foundation to the Ceiling or Roof Sheathing above. Garage ceilings beneath dwelling rooms shall be separated by one layer of 5/8 inch type "X" gypsum board. All Fasteners and joints shall be sealed with gypsum compound. Doors between a private garage and the dwelling unit shall be a minimum of 1 ¾ inch in thickness and either solid wood, solid core, or honeycomb steel doors.*

703.8 Opening Protective closers – Add the following exception:

Exception #1: Closers shall not be required on the door separating private garages from the dwelling unit in detached single-family homes, duplexes, and townhomes.

SECTION 706 FIRE SAFETY SIGNAGE

706.1 Fire Safety Signage. Existing buildings having roof or floor areas constructed with the below listed lightweight engineered wood framing materials shall have fire safety signage placed on the electric meter base.

1. Pre-fabricated wood I-joists
2. Metal-plate-connected wood trusses
3. Finger-jointed wood trusses

The signage shall be 2 1/2" wide x 4" high and have red letters on a white reflective background as specified and furnished by the City of Washington. Signage samples are given below. T indicates metal-plate-connected or finger-jointed wood roof trusses. E indicates one of the above listed lightweight engineered wood framing materials. S indicates the floor framing is protected by an automatic fire sprinkler system.



End of Amendment

CITY OF WASHINGTON, MO AMMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION

Amendments to the International Existing Building Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATON

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the International Existing Building Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

105.5 Expiration: Change the following – 180 days to **365 days**

SECTION 103 CODE COMPLIANCE AGENCY – *Delete Section*

SECTION 105 PERMITS

105.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 113 VIOLATIONS

113.4.1 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 114 STOP WORK ORDERS

114.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

END OF AMENDMENTS

CITY OF WASHINGTON, MO AMMENDMENTS TO THE INTERNATIONAL BUILDING CODE, 2021 EDITION

Amendments to the International Building Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATON

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the Building Code of the *City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

101.4.6 Energy. *Delete.*

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

104.6.1 Disasters. *In the event of a disaster such as a windstorm, tornado, flood, fire, earthquake, bomb blast or explosion, the building official is hereby authorized to enter and inspect structures within the affected areas, subject to constitutional restrictions on unreasonable searches and seizures. When, in the opinion of the building official, there is imminent danger due to an unsafe condition, the building official shall take emergency measures in accordance with this code. If the building official determines, after inspection, that a structure is unfit, the building official shall declare it a public nuisance, cause a report to be prepared and notify the affected parties in accordance with this code.*

104.6.1.1 Post-disaster inspections. *The building official is authorized to deputize Missouri Structural Assessment and Visual Evaluation (SAVE) Volunteer Inspectors certified by the Missouri State Emergency Management Agency (SEMA) to conduct emergency Post-Disaster Safety Evaluations of Buildings.*

SECTION 107 CONSTRUCTION DOCUMENTS

107.3.4.2 Pre-engineered or prefabricated building systems. *The owner is required to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge of the construction project. The registered design professional shall prepare plans and specifications for the project including the building superstructure, foundation, and building systems and, shall be responsible for reviewing and coordinating submittal documents prepared by the building fabricator and others including phased and deferred submittal items, for compatibility with the design of the building.*

SECTION 109 FEES

109.2.1 Penalties: *When construction has commenced and has been completed without a permit, the permit fee shall be twice the total permit fee to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the Building Department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably*

done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.

SECTION 114 VIOLATIONS

114.4.1 Violation Penalties: Replace text with the following:

Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.

SECTION 115 STOP WORK ORDER

115.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~subject to fines established by the authority having jurisdiction~~ **liable to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.**

SECTION 117 PREMISES IDENTIFICATION

117.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4-inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for residential, 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and, 10 inches (254 mm) high with a minimum stroke of 1.00 inches (25.4 mm) for industrial. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Numbers shall not be spelled out.

SECTION 118 FIRE SAFETY SIGNAGE

118.1 Fire Safety Signage. New buildings having roof or floor areas constructed with the below listed lightweight engineered wood framing materials shall have fire safety signage placed on the electric meter base.

1. Pre-fabricated wood I-joists
2. Metal-plate-connected wood trusses
3. Finger-jointed wood trusses

The signage shall be 2 1/2" wide x 4" high and have red letters on a white reflective background as specified and furnished by the City of Washington. Signage samples are given below. T indicates metal-plate-connected or finger-jointed wood roof trusses. E indicates one of the above listed lightweight engineered wood framing materials. S indicates the floor framing is protected by an automatic fire sprinkler system.



CHAPTER 4 SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY

SECTION 406 MOTOR-VEHICLE-RELATED OCCUPANCIES

406.3.2.1 Dwelling Unit Separation. *Revise Item 1 as follows:*

1. The private garage shall be separated from the dwelling unit and its attic area by means of a minimum ~~½-inch (12.7 mm)~~ **5/8-inch Type X gypsum** board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch Type X gypsum board or equivalent. Door openings between the private garage and the dwelling unit shall be equipped with either solid wood doors, or solid or honeycomb core steel doors not less than 1¾-inch (34.9 mm) thick, or doors in compliance with Section 715.4.3. Openings from private garage directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching. *Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 5/8-inch Type X gypsum board or equivalent.*

SECTION 407 GROUP I-2

407.9 Automatic fire detection. *Delete Exceptions #1 and #2.*

CHAPTER 9 FIRE PROTECTION SYSTEMS

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings *including all combustible attic spaces* with a Group I fire area.

Delete Exceptions 903.2.6 number 1, 2 and 3 in their entirety.

903.2.7 Group M or Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group M or Group B occupancy where one of the following conditions exists:

1. A Group M or Group B fire area exceeds 12,000 square feet (1115 m²).
2. A Group M or Group B fire area is located more than three stories above grade plane.
3. The combined area of all Group M or Group B fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).

903.2.11.3 Buildings more than 55 32 feet in height. An automatic sprinkler system shall be installed throughout buildings *that have one or more stories 32 feet or more in height above the lowest level of fire department vehicle access, measured to the eaves, regardless of occupancy.*

Delete Exception 903.2.11.3 Occupancies in Group F-2.

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. *A separate domestic water connection shall be made at least ten (10) feet from the fire sprinkler connection on the City main. All connections shall be made and approved by the Public Works Department. A private fire water main may supply the fire sprinkler system and domestic supply provided the private main is approved by the Public Works and Fire Departments.* The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code.

903.3.5.3 System Isolation Valve: *The fire protection system shall either have an isolation valve accessible from the exterior of the structure (Post Indicator Valve (PIV)), or Wall Post Indicator Valve (WPIV), or a dedicated fire sprinkler room with isolation valve(s) and main drain. The fire sprinkler room shall have direct access to the exterior and shall not require responders to navigate through the building to access the isolation valves.*

903.4 Sprinkler system supervision and alarms.

Exceptions: *Delete exception 7.*

903.4.2 Alarms. *A bell and visual device (strobe or white beacon) shall be located on the exterior of the building in an approved location above grade near the location of the FDC at a level high enough to prevent tampering, shall be connected to each automatic sprinkler system and activate only with the activation of a water flow switch. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. A separate water-flow switch shall be located at the point of connection to the riser on each floor of all multi-floored buildings. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.*

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in *high-rise multi-floor* buildings in accordance with NFPA 13.

903.5.1 Test outlet. *An inspector's test outlet, equivalent to the flow from a single sprinkler of the smallest orifice size installed in the system, shall be installed on each floor where a water flow alarm device is required in section 903.4.2. The test outlet shall be piped to the exterior of the building where the full flow will not create damage or, to an interior drain properly sized to accept full flow to atmospheric pressure*

SECTION 907 FIRE ALARM AND DETECTION SYSTEMS

907.2.6.1 Group I: Delete exception #1.

907.2.8 Group R1: Delete exception 1 & 2

SECTION 912 FIRE DEPARTMENT CONNECTIONS

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not

obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the fire code official, and as follows.

The location of fire department connections shall be located as follows:

- 1. Fire department Siamese connections shall be on the address side of the building or unless otherwise approved by the fire code official.*
- 2. Fire department Siamese connections shall be located not more than seventy-five (75) feet from a fire hydrant.*

SECTION 913 FIRE PUMPS

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves and the isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods.

1. Central Station, proprietary or remote station signaling service.
- ~~2. Local signaling service that will cause the sounding of an audible signal at a constantly attended location.~~
- ~~3. Locking valves open~~
- ~~4. Sealing of valves and approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner.~~

CHAPTER 10 MEANS OF EGRESS

Section 104 OCCUPANT LOAD

1004.7.1 Outdoor Area Occupant Load. *Outdoor areas with an occupant load greater than 50 or a Group A occupancy with a yard, patio, or similar outdoor area shall have at least one direct means to the public way.*

SECTION 1008 MEANS OF EGRESS ILLUMINATION

1008.3.6 Power Supply Testing. *When means of egress illumination consist of recessed lighting fixtures, or fixtures more than eight (8) feet above the finished floor line, the egress lighting shall be on a labeled dedicated electrical circuit so that when the egress lighting circuit is turned off the emergency power supply activates. Any means of egress illumination that does not have an external readily visible test button, shall have a red dot permanently affixed to the fixture in visible location as approved by the fire code official.*

CHAPTER 13 ENERGY EFFICIENCY: Delete Chapter

CHAPTER 16 STRUCTURAL DESIGN

SECTION 1603 CONSTRUCTION DOCUMENTS

Section 1603.2 Delegated Engineered Systems. *The engineer of record for a structure may delegate responsibility for the design of systems or component parts of the structure to a specialty engineer. The engineer of record shall review the drawings, specifications, reports, or other documents submitted by the specialty engineer and confirm in writing that they conform to his/her written requirements and are consistent with the intent of his/her drawings, specifications, reports, or other documents prepared for the project. The following are some examples of delegated systems.*

1. *Prefabricated wood trusses and components*
2. *Pre-engineered metal or wood buildings*
3. *Structural steel connections*
4. *Open web steel joists and joist girders*
5. *Precast, prestressed concrete components*
6. *Cold-formed steel joist/stud/truss framing and pre-fabricated components*
7. *Cast-in-place post-tensioned concrete structural systems*
8. *Tilt-up concrete wall systems*
9. *Foundations systems*
10. *Seismic anchorage of equipment*
11. *Proprietary track for under-hung cranes and monorails*

CHAPTER 18 SOILS AND FOUNDATIONS

SECTION 1801 GENERAL

1801.2 Prohibited foundations and footing systems. *The below listed foundation and/or footing systems are prohibited:*

1. *Permanent wood foundation systems as described in Section 1807.1.4.*
2. *Timber footings as described in Section 1809.12.*
3. *Wood pole foundations.*

1801.3 Pole type structures. *Pole type structures shall have a concrete foundation. The exterior perimeter foundation shall be continuous and extend below frost line.*

CHAPTER 29 PLUMBING SYSTEMS

SECTION 2901 GENERAL

2901.1 Scope. *(Delete the sentence that reads as follows: "Private sewage disposal systems shall conform to the International Private Sewage Disposal Code.")*

The Following Appendix Shall Be Adopted in their entirety: *G, I, & J*

END OF AMENDMENTS

CITY OF WASHINGTON, MO
AMENDMENTS TO THE
INTERNATIONAL FIRE CODE, 2021 EDITION

Amendments to the International Fire Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATION

SECTION 101

SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the Fire Code of *the City of Washington, County of Franklin, State of Missouri*, hereinafter referred to as "this code".

103.1 Creation of agency. The **City of Washington Fire Department Division of Community Relations, Code Enforcement** is hereby created and the official in charge thereof shall be known as the *fire code official*. The function of the agency shall be the implementation, administration and enforcement of the provision of this code.

SECTION 103 CODE COMPLIANCE AGENCY

103.2 Appointment. *The fire code official shall be the Fire Chief.*

SECTION 105 PERMITS

105.5.17 Fire hydrants and valves. An operational permit is required **from the City of Washington Public Works Water Department** to use or operate fire hydrants or valves intended for fire suppression purposes that are installed on water systems and provided with ready access from a fire apparatus access road that is open to or generally used by the public.

105.5.34 Open burning. *Delete Section and replace with the following: Open Burning shall not be Permitted in the City of Washington.*

Exception: Recreational Fires

105.7 Failure to Obtain Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to insure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a*

point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.

SECTION 106 CONSTRUCTION DOCUMENTS

106.4 Retention of construction documents. One set of *construction documents* shall be retained by the ~~fire code official~~ *City of Washington Engineering Department* for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws. One set of *approved construction documents* shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized there by in progress. *The construction documents specific to fire protection systems shall be retained on the premises and available at all times for fire department review in accordance with Section 901.6.3.*

SECTION 109 MAINTENANCE

109.2.1 Re-inspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the fire code official for inspection and testing. *If a second re-inspection is required to gain compliance, a re-inspection fee of \$75.00 shall be paid at the time the second re-inspection is scheduled.*

SECTION 112 VIOLATIONS

112.4 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

112.4.2 Violation of open burning. *Any person, business or organization willfully open burning land clearing, trade waste, debris, trash, etc. and causes a fire department response shall be fined a minimum of \$250 for a fire response and up to \$150 per hour per unit responding. In addition, a \$150 per hour per every fire unit committed shall be assessed including responses to any exposure fires caused.*

SECTION 113 STOP WORK ORDER

R-113.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

Chapter 3 GENERAL REQUIREMENTS

SECTION 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

307.1.1 Prohibited open burning. Open burning shall be prohibited with the exception of **Recreational fires** per 307.4.2 or **Portable outdoor fireplaces** per 307.4.3. ~~when atmospheric conditions or local circumstances make such fires hazardous.~~

CHAPTER 5 FIRE SERVICE FEATURES

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.1 Where Required Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.2.8 and Appendix D.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 26 feet exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of a fire apparatus of **not less than 80,000 pounds** and shall be surfaced so as to provide all-weather driving capabilities.

503.2.4 Turning radius. The required turning radius of a fire apparatus shall be determined by the fire code official. *The minimum required turning radius shall be determined by the worst case turning radius of fire units in service in addition to an overhang clearance of six (6) feet beyond the outside radius of the curvature. All measurements shall be to the inside face of the curb.*

503.2.4.1 *The minimum turning radii shall be 30 feet inside and 50 feet outside measured from the inside face of curb.*

503.3.1 Fire Lane Marking. *All fire lanes will be marked with red paint with a minimum of 6". Fire lanes shall be identified by red paint marking when multiple possible access points are possible to identify the exact fire routes when it is not clear.*

Section 503.6.1 *Fire apparatus shall not be required to pass through more than one gate to access, or pass through, any part of a subdivision, development, facility or building.*

SECTION 505 PREMISES IDENTIFICATION

505.1 Address identification. *New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or sides of the building with emergency responder access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm) for residential, 6 inches (152 mm) high with a minimum stroke width of 0.75 inch (19 mm) for commercial and, 10 inches (254 mm) high with a minimum stroke of 1.00 inches (25.4 mm) for industrial. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Numbers shall not be spelled out in letters.*

SECTION 506 KEY BOXES

506.1 Where required. *Where access is necessary to or within a structure or an area is restricted because of secured openings, or where immediate access is necessary for life-saving or fire-fighting purposes or where the structure is protected by an automatic fire alarm, fire suppression system, or any multi-tenant retail structure, the fire code official is authorized to require a Knox key box(es) to be installed in an approved location (s). The Knox key box(es) shall be of an approved type listed in accordance with UL 1037, and shall contain a master key and/or master keys to gain necessary access throughout the structure as required by the fire code official. When more than one key box is installed, the boxes shall be marked to indicate that more than one box is present. All access codes, cards or other pertinent information for accessing or operating alarm systems shall be provided, laminated and maintained in the Knox Box*

Section 507 FIRE PROTECTION WATER SUPPLIES

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24 and Section 700.070 of the Code of the City of Washington.

507.3.1. Fire flow approved method. The Appendix B of this code shall be the approved water supply criteria for buildings stated in 507.1. If the water supply is not capable of fulfilling the required water supply fire flows, the building shall have fire sprinklers hydraulically calculated and installed. The total fire sprinkler demand plus a minimum of 250 GPM hose stream allowance with a two hour supply shall be the minimum required fire flow demand.

507.4 Water Supply Test. The fire-code-official **City of Washington Public Works, Water Department** shall be notified prior to the water supply test. Water supply test shall be witnessed by the ~~fire-code-official~~ **Water Department** or approved documentation of the test shall be provided to the fire code official prior to the final approval of the water supply.

507.5 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided per IFC Appendix C. At least two (2) public fire hydrants shall be located within 500 feet of the protected property.

Exceptions:

~~#1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183m).~~

~~#2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1-903.3.1.2, the distance requirement shall be 600 feet.~~

507.5.1.1 Hydrant for standpipe system. Buildings equipped with standpipe system installed in accordance with Section 905 shall have a **public** fire hydrant within ~~100~~ **75** feet of the fire department connections.

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

SECTION 604 ELEVATOR RECALL AND MAINTENANCE

604.6.1 Elevator key location. Keys for the elevator car doors and fire-fighter service keys shall be kept in an approved Knox Box in an approved location for immediate use by the Fire Department. Obtain location approval from the Fire Code Official.

605.4.1 Fuel oil storage in outside, above-ground tanks. ~~Where connected to fuel-oil piping system, the maximum amount of fuel oil storage allowed outside the above-ground without additional protection shall be 660 gallons (2498 L). These storage of fuel oil above-ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31. Above ground storage tanks of combustible liquids shall be approved with a special use permit.~~

CHAPTER 9 FIRE PROTECTION SYSTEMS

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings *including all combustible attic spaces* with a Group I fire area.

Delete Exceptions 903.2.6 number 1, 2 and 3 in their entirety.

903.2.7 Group M or Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group M or Group B occupancy where one of the following conditions exists:

- I. A Group M or Group B fire area exceeds 12,000 square feet (1115 m²).
2. A Group M or Group B fire area is located more than three stories above grade plane.
3. The combined area of all Group M or Group B fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).

903.2.11.3 Buildings more than ~~55~~ 32 feet in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~ located 55 32 feet or more above the lowest level of fire department vehicle access, measured to the eaves, *regardless of occupancy*.

Exception: Occupancies in Group F-2 – delete this exception.

903.3.5.3 System Isolation Valve. The fire protection system shall either have an isolation valve accessible from the exterior of the structure post valve indicator (PIV) or wall post indicator (WPIV) or other listed and approved indicating valve or an externally accessible, dedicated fire sprinkler room with isolation valve(s) and main drain. The fire sprinkler room shall have direct access to the exterior and does not require firefighters to navigate through a building to make access to the isolation valves.

903.4 Sprinkler system supervision and alarms.

Exceptions: *Delete exception #7.*

903.4.2 Alarms. *A bell and visual device (strobe or white beacon) shall be located on the exterior of the building in an approved location above grade near the location of the FDC at a level high enough to prevent tampering, shall be connected to each automatic sprinkler system and activate only with the activation of a water flow switch.* Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. *A separate water-flow switch shall be located at the point of connection to the riser on each floor of all multi-floored buildings.* Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in *high-rise multi-floor buildings in accordance with NFPA 13.*

SECTION 907 FIRE ALARM DETECTION SYSTEMS

907.2.3 Group E.

Exceptions: *Delete exception #1.*

907.2.4 Group F.

Exceptions: *Delete exceptions.*

907.2.8.1 Manual Fire Alarm System. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-1 occupancies.

Exceptions: *Delete exception #1, #2.*

SECTION 912 FIRE DEPARTMENT CONNECTIONS

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the Fire Official and as follows:

1. *Fire department Siamese connections shall be on the address side of the building or unless otherwise required by the fire code official.*
2. *Fire department Siamese connections shall be located not more than seventy-five (75) feet from a public fire hydrant.*

SECTION 913 FIRE PUMPS

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves and the isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central Station, proprietary or remote station signaling service.

Delete Exceptions # 2, #3

CHAPTER 10 MEANS OF EGRESS

1004.7.1 Outdoor area Occupant Load. *Outdoor areas with an occupant load greater than 50 or a Group A occupancy with a yard, patio, or similar outdoor area shall have at least one direct means to the public way.*

SECTION 1008 MEANS OF EGRESS ILLUMINATION

1008.3.6 Power Supply Testing. *When means of egress illumination consist of recessed lighting fixtures, or fixtures more than eight (8) feet above the finished floor line, the egress lighting shall be on a labeled dedicated electrical circuit so that when the egress lighting circuit is turned off the emergency power supply activates. Any means of egress illumination that does not have an external readily visible test button, shall have a red dot permanently affixed to the fixture in visible location as approved by the Fire Code Official.*

CHAPTER 23 MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES

SECTION 2306 FLAMMABLE AND COMBUSTIBLE LIQUID MOTOR FUEL-DISPENSING FACILITIES

2306.2.2 Above ground tanks located inside buildings. Above ground storage tanks for the storage of combustible liquids shall be **prohibited** except when allowed by special use permit from the City of Washington City Council. Above ground storage tanks for the storage of flammable liquids shall be **prohibited**. When permitted, above ground tanks for the storage of Class I, II and IIIA liquid fuels ~~are allowed to be located in buildings. Such tanks~~ shall be located in special enclosures complying with Section 2206.2.6, in a liquid storage room or a liquid storage warehouse complying with Chapter 57, or shall be listed and labeled as protected above ground tanks in accordance with UL 2085.

2306.2.3 Above ground tanks located outside, above grade. Above ground storage tanks for the storage of combustible liquids shall be **prohibited** except when allowed by special use permit from the City of Washington City Council. When permitted, above ground storage tanks shall not be used for the storage of Class I, II and III liquid motor fuels, except as provided by this section.

- ~~1. Above ground tanks used for outside, above grade storage of Class I liquids shall be listed and labeled as protected above ground tanks and be in accordance with chapter 57 and UL 2085. Such tanks shall be located in accordance with Table 2206.2.3.~~
2. Above ground tanks used for outside, above grade storage of Class II or IIIA liquids shall be listed and labeled as protected above ground tanks in accordance with UL 2085 and shall be listed and labeled as protected above ground tanks in accordance with UL 2085 and shall be installed in accordance with Chapter 57. Tank locations shall be in accordance with **Table 2206.2.3**.
 - a. Exception: Other above ground tanks that comply with Chapter 57 where approved by the Fire Code Official
3. Tanks containing fuels shall not exceed 12,000 gallons (45420 L) in individual capacity or 48,000 gallons (181680 L) in aggregate capacity. Installations with the maximum allowable aggregate capacity shall be separated from other such installations by not less than 100 feet (30480 mm).
4. Tanks located at farms, construction projects, or rural areas shall comply with Section 5706.2.

Adopt Appendix B, C, D in their entirety

APPENDIX D

FIRE APPARATUS ACCESS ROADS

SECTION D103

MINIMUM SPECIFICATIONS

D103.3 Turning radius. The required turning radius of a fire apparatus shall be determined by the fire code official. *The required turning radius shall be determined by the worst case turning radius of fire units in service in addition to an overhang clearance six (6) feet beyond the outside radius of the curvature. All measurements shall be to the inside face of the curb.*

D103.1 *The minimum turning radii shall be 30 feet inside and 50 feet outside measured from the inside face of curb.*

END OF AMENDMENTS

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE

INTERNATIONAL PLUMBING CODE, 2021 EDITION

Amendments to the International Plumbing Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATON

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the International Plumbing Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

106.5.3 Expiration: Change the following – 180 days to 365 days.

SECTION 106 PERMITS

R-106.5.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 115 VIOLATIONS

115.4 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 116 STOP WORK ORDERS

116.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

CHAPTER 3 GENERAL REGULATIONS

305.6.1 Sewer Depth. Minimum depth of a sewer lateral shall be 30" below grade to within 5' of the foundation wall. Laterals from the foundation wall to 5' beyond the foundation wall shall be a minimum depth of 12", or as otherwise approved by the Building Official.

312.5 Water Supply system test. Change 50 psi to 80 psi.

CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS

Section 403 MINIMUM PLUMBING FACILITIES

421.3 Shower waste outlet. Change from 1 ½" to 2" in diameter.

CHAPTER 5 WATER HEATERS

502.6 Prohibited Location. Gas-fired water heaters shall not be installed in a sleeping room, bathroom, or a closet accessed through a sleeping room or bathroom.

CHAPTER 6 WATER SUPPLY AND DISTRIBUTION

603.1.1 Water service pipe. Water service pipe shall be furnished and installed in accordance with Section 700.020 of the City of Washington Municipal Code.

603.1.2 Water service and metering. Each building not a part of another building shall have a separate water service connection, and a separate water meter as required by Section 700.040 of the City of Washington Municipal Code.

CHAPTER 7 SANITARY DRAINAGE

TABLE 702.1 ABOVE-GROUND DRAINAGE AND VENT PIPE. Delete the following materials from the table:

1. Acrylonitrile butadiene styrene (ABS) plastic pipe in IPS diameters, including Schedule 40; DR 22 (PS 200) and DR 24 (PS 140); with a solid , cellular core or composite wall.

TABLE 702.2 UNDERGROUND BUILDING DRAINAGE AND VENT PIPE. Replace Table 702.2 with the following.

**TABLE 702.2
UNDERGROUND BUILDING DRAINAGE AND VENT PIPE**

MATERIAL	STANDARD
Cast-iron pipe	ASTM A 74; ASTM A 888, CISPI 301
Copper or copper alloy tubing (Type K, L, M or DWV)	ASTM B 75; ASTM B 88; ASTM B 251; ASTM B 306
Polyvinyl chloride (PVC) plastic pipe in IPS diameters, including Schedule 40, DR 22 (PS200) and DR 24 (PS) 140; with a solid core.	ASTM D 2665; ASTM F 891, ASTM F 1488, CSA B181.2
Polyvinyl chloride (PVC) plastic pipe with a 3.25-inch O.D. and a solid wall.	ASTM D 2949, ASTM F 1488

**TABLE 702.3
BUILDING SEWER PIPE**

MATERIAL	STANDARD
Cast-iron pipe	ASTM A 74; ASTM A 888; CISPI 301
Concrete Pipe	ASTM C14; ASTM C76; CAN/CSA A257.1 M; CAN/CSA A257.2M
Copper or copper-alloy tubing (Type K or L)	ASTM B 75; ASTM B 88; ASTM B 251
Polyvinyl chloride (PVC) plastic pipe in IPS diameters, including Schedule 40, DR 22 (PS200) and DR 24 (PS 140); with a solid-wall.	ASTM D 2665; ASTM F 891; ASTM F 1488
Polyvinyl chloride (PVC) plastic pipe in sewer and drain diameters, including PS 25, SDR 41 (PS28), PS 35, SDR 35 (PS 46), PS 50, PS 100, SDR 26 (PS 115), PS 140 AND PS 200; with a solid wall.	ASTM F 891; ASTM F 1488; ASTM D 3034; CSA B182.2; CAS B182.4

**CHAPTER 9
VENTS**

**SECTION 903
VENT TERMINALS**

903.1 Roof extension. Replace [NUMBER] with *twelve (12) inches*.

**SECTION 113
SUMPS AND PUMPING SYSTEMS**

1113.1.5 Pipe Discharge. *All sump pump piping shall be discharged to the outside and diverted to a storm sewer conveyance or other approved collection point acceptable to the code official. Discharge into the sanitary sewer is prohibited. Discharging to or within 10 feet of a sidewalk, driveway, street or to create a nuisance to adjoin properties is prohibited.*

The Following Appendix Shall Be Adopted in their entirety: C, D, & E

END OF AMENDMENTS

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE

INTERNATIONAL FUEL GAS CODE, 2021 EDITION

Amendments to the International Fuel Gas Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATON

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the Fuel Gas Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

SECTION 106 PERMITS

R-106.5.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to insure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 115 VIOLATIONS

115.4 Violation Penalties: *Replace text with the following:*

Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.

SECTION 116 STOP WORK ORDER

116.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

SECTION 301 GENERAL

Section 301.2 Energy Utilization. Delete Section

SECTION 404 PIPING SYSTEM INSTALLATION

404.12 Minimum burial depth. Underground piping system shall be installed a minimum depth of 42 18 inches below grade.

404.12.1 Individual outside appliances. Individual lines to outdoor lights, grills and other appliances shall be installed not less than 8 12 inches below finished grade, provided that such installations is approved and is installed in locations not susceptible to physical damage.

404.13.1 Trenches - Shared. Fuel gas piping buried in trenches with electric, water supply, sewers or other utilities shall have a minimum of 18-inches separation from all other pipe systems.

409.5.1.1 Gas Fireplace Service Valve: Each gas fireplace shall be provided with a shutoff valve separate from the appliance and shall be placed in a location protected from being damaged and accessible for operation of the valve.

SECTION 503 VENTING OF APPLIANCES

503.10.2.2 Vent Connectors Located in Unconditioned Areas: Delete the exception.

SECTION 603 VENTING OF APPLIANCES

603.1 Delete and replace with: Log Lighters: Log lighters are not permitted.

The Following Appendix Shall Be Adopted in their entirety: A, & B

END OF AMENDMENTS

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE

INTERNATIONAL MECHANICAL CODE, 2021 EDITION

Amendments to the International Mechanical Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, subsection or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the Mechanical Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

SECTION 106 PERMITS

R-106.4.8 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 113 STOP WORK ORDERS

113.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

SECTION 115 VIOLATIONS

115.4 Violation penalties. *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 301 GENERAL

Section 301.2 Energy Utilization. Delete Section

SECTION 303 EQUIPMENT AND APPLIANCE LOCATION

303.5.1 Location Requirements. Water heaters, boilers, and other appliances producing condensate shall be installed in a room or space containing a trapped 2-inch minimum pipe size drain piped to an approved disposal location or system. The drain inlet shall be within 5 feet of the appliance and in the same room or space.

The Following Appendix Shall Be Adopted in its entirety: A

END OF AMENDMENTS

CITY OF WASHINGTON, MO

AMMENDMENTS TO THE

NATIONAL ELECTRICAL CODE, 2020 EDITION

Amendments to the National Electrical Code, 2020 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck-through is to be deleted from the code. Wording in italics is to be inserted into code.

ARTICLE 210 Branch Circuits:

210.8 Ground-Fault Circuit-Interrupter Protection for Personnel

210.8(A) – Delete the words "~~Through 250-Volt~~"

210.8(A)(2) – **Add the Following:** *Exception #1: all dedicated 120 V branch circuits located within a garage space and serving a single appliance are exempt from the requirement for GFCI protection.*

210.8(A)(5) – **Add the Following:** *Exception #1: all 120 V branch circuits located within finished areas of a residential basement are exempt from the requirement for GFCI protection.*

210.8(A)(5) – **Add the Following:** *Exception #2: all dedicated 120 V branch circuits with a simplex outlet located within a basement space and serving a single appliance are exempt from the requirement for GFCI protection.*

210.8(A)(10) - **Add the Following:** *Exception #1: all dedicated 120 V branch circuits with a simplex outlet located within a laundry space and serving a single appliance are exempt from the requirement for GFCI protection.*

210.12 Arc Fault Circuit Protection: **Delete section and replace with the following:** All branch circuits that supply 120-volt, single phase 15 and 20 amperes wall and floor receptacles located in bedrooms and similar rooms or areas shall be protected by a combination type arc fault circuit interrupter installed to provide protection of the branch circuit. 15 amperes circuits shall have a maximum of 8 outlets, 20 amperes shall have a maximum of 11 outlets.

ARTICLE 230 SERVICES

230.67 Surge Protection: *Delete Section*

END OF AMENDMENTS

CITY OF WASHINGTON, MO AMMENDMENTS TO THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2021 EDITION

Amendments to the International Swimming Pool and Spa Code, 2021 edition, are given in the following text. Each code section that corresponds to one of the following provisions is hereby deleted where so noted or amended to read as set forth below. Each provision set out below without a corresponding section, sub-section or clause number in the code is hereby enacted and added thereto. Wording that is struck- though is to be deleted from the code. Wording in italics is to be inserted into code.

CHAPTER 1 SCOPE AND ADMINISTRATION

SECTION 101 GENERAL

101.1 Title: These regulations shall be known as the International Swimming Pool and Spa Code of *the City of Washington, County of Franklin, State of Missouri*, herein referred to as "this code".

105.5 Expiration: Change the following – 180 days to 365 days

SECTION 103 CODE COMPLIANCE AGENCY – *Delete Section*

SECTION 105 PERMITS

R-105.4.6 Penalties for Failure to Obtain a Permit: *When construction has commenced and been completed without a permit, the permit fee shall be twice the total fee amount to cover the additional inspections and the time necessary to ensure compliance with the code. When construction has begun under the authorization of a permit, but the permit holder has failed to contact the building department for an inspection, and the construction has progressed to a point that the inspection cannot be reasonably done, then an additional 25% of the total permit fee will be assessed to cover the increased cost and time devoted beyond normal inspection, and payment received prior to conducting any further inspections.*

SECTION 112 BOARD OF APPEALS

112.1 Membership of Board – Delete Section and replace with the following:

112.1 Board of Appeals: *The Board of Appeals shall be as established by the City of Washington. Membership, duties, and organization of the Board shall be in accordance with the ordinances of the City of Washington, Missouri.*

SECTION 113 VIOLATIONS

113.4 Violation Penalties: *Except as hereby provided, the violation of any portion of this code shall be punishable by a fine not exceeding five hundred dollars (\$500), or by imprisonment for a period of not exceeding ninety (90) days, or by both such fine and imprisonment.*

SECTION 114 STOP WORK ORDERS

114.4.1 Penalties for Failure to Comply with a Stop Work Order: *Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than \$500 dollars or more than \$1,000 dollars per day.*

CHAPTER 3 GENERAL COMPLIANCE

SECTION 305 BARRIER REQUIREMENTS

305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. ~~Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F134, the areas where those spas, hot tubs, or pools are located shall not be required to comply with Sections 305.2 through 305.7.~~

END OF AMENDMENTS

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A GENERAL SERVICES AGREEMENT CONSULTING CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND BOONSLICK REGIONAL PLANNING 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 a General Services Agreement Consulting Contract by and between the City of Washington, Missouri and Boonslick Regional Planning Commission, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said 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 A

GENERAL SERVICES AGREEMENT CONSULTING CONTRACT

This AGREEMENT is made as of _____, 20__ between the City of Washington ("Client") and Boonslick Regional Planning Commission ("Consultant") for grant administration services for the U.S. Economic Development Administration Oldenburg Industrial Park Project.

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. Services. Consultant agrees to perform said services for Client as detailed in **Attachment A-Scope of Work**. Such services and project deliverables are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.

2. Rate of Payment for Services. Client agrees to pay Consultant for Services for a total amount not to exceed \$25,000.00 without prior written authorization from the Client.

3. Invoicing. Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Consultant. Fifty percent (\$12,500) will be due when fifty percent of the grant has been expended with the remaining fifty percent (\$12,500) due after Services have been completed. Client shall pay the amount of such invoices to Consultant within thirty days.

4. Confidential Information. Except as required by law, each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party") and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the consultant's clerical support staff or associates in order to enable Consultant to perform Consultant's contract obligation.

5. Staff. Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby

contracting with Consultant for the Services described above and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the Services under this agreement. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the Services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public.

6. Representatives. Consultant Representative. The following individual, Teresa Lee, shall represent the Consultant during the performance of this contract with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.

Client Representative. The following individuals, Darren Lamb, City Administrator, shall represent the Client during the performance of this contract with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.

7. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted in writing to the authorized representative.

8. Taxes. Any and all taxes, except income taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by Client.

LIMITED WARRANTY

9. Liability. Consultant warrants to Client that the material, analysis, data, programs and Services to be delivered or rendered hereunder for the City of Washington, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Client and Consultant. Consultant makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant.

10. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

11. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made. This Agreement shall be construed in accordance with the laws of the State of Missouri.

12. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

13. Additional Work. After receipt of an order which adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such action and expenditure as set forth in this Agreement for payments related to Services.

14. Notices.

(i). Notices to Client should be sent to Client Representative at:

City of Washington
Attn: Sal Maniaci
405 Jefferson Street
Washington, MO 63090

With a copy to:

Mark C. Piontek
Sandberg Phoenix & von Gontard, PC
1200 Jefferson Street
Washington, MO 63090

(ii). Notices to Consultant should be sent to Consultant Representative at:

Boonslick Regional Planning Commission
111 Steinhagen
Warrenton, MO 63383

15. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

16. Termination. This agreement may be terminated by either party by providing a written notice 30 days prior to the termination of the agreement, subject to Client's obligation to make full and timely payment(s) for Consultant's Services. Said notice shall be delivered to the address noted above.

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

Client:
City of Washington

James D. Hagedorn, Mayor

Consultant:
Boonslick Regional Planning Commission

Teresa Lee, Executive Director

ATTACHMENT A SCOPE OF WORK

The Washington City Community and Economic Development Director will be the main point of contact for a project for grant administration services for a U.S. Economic Development Administration grant for the Oldenburg Industrial Park project.

The scope of work includes:

A. Project Management

1. Develop a recordkeeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City personnel on implementation of the project and regulatory matters pertaining thereto.
4. Furnish CITY with necessary forms and procedures required for implementation of project.
5. Assist the CITY in meeting any special award condition requirements that may be stipulated in the Financial Assistance Award.
6. Prepare and submit to Department/Agency documentation necessary for amending the Contract.
7. Prepare and submit quarterly progress reports.
8. Prepare Recipient Disclosure Report form for CITY signature and submittal.
9. Establish procedures to document expenditures associated with local project administration.

B. Financial Management

1. Assist the CITY in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form and/or Depository/ Authorized Signatory form to Department/Agency (if applicable).
2. Prepare all fund drawdowns on behalf of the CITY in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
3. Review invoices received for payment and file back-up documentation.
4. Provide general advice and technical assistance to CITY personnel on implementation of project and regulatory matters.

C. Construction Management

1. Serve as liaison for the CITY during any monitoring visits by Department/ Agency staff.
2. Assist CITY in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist CITY in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer.
5. Notify Department/Agency in writing of name, address, and phone number of appointed labor standards compliance officer.
6. Request wage rates from Department/ Agency.
7. Assist engineer with all applicable equal opportunity provisions and certifications for inclusion in bid packet.
8. Assist engineer with the advertisement for bids.
9. Make ten-day call to Department/ Agency.
10. Verify construction contractor eligibility with Department/Agency.
11. Conduct pre-construction conference with engineer and prepare minutes.

12. Submit any reports of additional classification and rates to Department/Agency.
13. Issue Notice of Start of Construction to Department/Agency.
14. Review weekly payrolls, including compliance follow-ups.
15. Conduct employee interviews.
16. Process and submit change orders to Department/Agency.
17. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department/ Agency.
18. Provide general advice and technical assistance to CITY personnel on implementation of project and regulatory matters.

D. Audit / Closeout Procedures

1. Prepare the Final Acceptance Report for appropriate signatures to submit to the Department/ Agency.
2. Assist CITY in resolving any monitoring and audit findings.

Project is anticipated to be completed by September 30, 2024.



November 28, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: EDA Grant Administration

Mayor & City Council,

On your agenda for the December 4th 2023 meeting is a contract with Boonslick Regional Planning Commission (BRPC) to serve as our grant administrator for the EDA grant the City received in September. The contract is to not exceed \$25,000 and is in the 2023-2024 budget under the Oldenburg Industrial Park improvements.

The contract will allow BRPC to assist City staff with federal grant compliance guidelines including but not limited to project, financial, and construction management. This ensures all progress reports, payment requests, and wage tracking data is sent to EDA as needed. A detailed scope of work is attached to the ordinance.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CMAQ-CONGESTION MITIGATION AND AIR QUALITY AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE HIGHWAY 100/RABBIT TRAIL INTERSECTION IMPROVEMENT AND PHOENIX CENTER DRIVE RELOCATION PROJECT CMAQ-6400(628)

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 CMAQ-Congestion Mitigation and Air Quality Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the Highway 100/Rabbit Trail Intersection Improvement and Phoenix Center Drive Relocation Project CMAQ-6400(628). A copy of this agreement is attached hereto and is marked 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: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

CCO Form: FS15
Approved: 10/96 (KMH)
Revised: 02/23 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ-6400(628)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that CMAQ-6400(628) MO 100 at International Avenue/Rabbit Trail Drive is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to reconstruct the intersection, construct a right turn lane and construct sidewalk on MO 100 at International Avenue/Rabbit Trail Drive.

(2) SCOPE OF WORK: City shall provide planning and implementation of an intersection improvements in the MO 100 area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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.

(5) 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 City and the Commission.

(6) 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.

(7) NONDISCRIMINATION ASSURANCE: with regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall

set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically DBEs, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

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

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

(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) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City 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 City.

(13) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(14) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(15) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,867,200. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in

the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(20) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 C.F.R. Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 C.F.R. Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(24) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

7d

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(26) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this 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, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of the City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(27) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 C.F.R. 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(28) MANDATORY DISCLOSURES: The City shall comply with 2 C.F.R. 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

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

Executed by _____ (date).

Executed by MHTC _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____

Appendix A - Project Budget

FINANCIAL PLAN						
<i>Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool acquisition and marketing projects may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.</i>						
Activity⁶	Starting Federal Fiscal Year⁷		Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY	2024	\$ 280,080	\$ 224,064	\$ 56,016	20.00%
Right-of-Way (ROW)	FY	2025	\$ 250,000	\$ 200,000	\$ 50,000	20.00%
Construction Engineering	FY	2026	\$ 186,720	\$ 149,376	\$ 37,344	20.00%
Construction / Implementation	FY	2026	\$ 1,617,200	\$ 1,293,760	\$ 323,440	20.00%
TOTAL PROJECT COST			\$ 2,334,000	\$ 1,867,200	\$ 466,800	20.00%

7d

Exhibit A – Scope of Work

Reconstruct the intersection, construct a right turn lane and construct sidewalk on MO 100 at International Avenue/Rabbit Trail Drive.

Exhibit B – Project Schedule

Project Description: CMAQ-6400(628) MO 100

PROJECT DEVELOPMENT SCHEDULE <i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2023	10/2023	1
Execute agreement (project sponsor and DOT)	10/2023	11/2023	1
Engineering services contract submitted and approved*	11/2023	12/2023	1
Obtain environmental clearances (106, CE-2, etc.)	12/2023	02/2024	2
Public meeting/hearing	04/2024	04/2024	1
Develop and submit preliminary plans	12/2023	05/2024	5
Preliminary plans approved	05/2024	07/2024	2
Develop and submit right-of-way plans	05/2024	07/2024	2
Review and approval of right-of-way plans	07/2024	09/2024	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	09/2024	10/2024	1
Right-of-way acquisition	10/2024	02/2025	4
Utility coordination	12/2024	02/2025	3
Develop and submit PS&E	03/2025	07/2025	4
District approval of PS&E/advertise for bids*	08/2025	10/2025	2
Submit and receive bids for review and approval	11/2025	12/2025	2
Project implementation/construction	04/2026	10/2026	6
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.



November 27, 2023

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

RE: Highway 100/Rabbit Trail Intersection Improvement and Phoenix Center Drive Relocation,
CMAQ-6400(628)

Dear Mayor and City Council Members:

Find enclosed a programming agreement between the City and MoDOT for the Highway 100/Rabbit Trail Intersection Improvement and Phoenix Center Drive Relocation Project. These improvements would consist of:

- Highway 100/International Intersection-construct new southbound right turn lane
- Highway 100/Rabbit Trail Intersection- relocate Phoenix Center Drive south to align with the existing Planet Fitness commercial driveway on the west side of Rabbit Trail Drive, increasing the length of northbound vehicle storage from 100' to 330' and alleviating the congestion and safety concerns at the existing location of Phoenix Center Drive
- Connect the existing sidewalk along the east side of International Avenue to the signal at Highway 100 with a sidewalk continuing down the east side of Rabbit Trail Drive to the relocated Phoenix Center Drive intersection.

The below table outlines the anticipated costs and reimbursement amounts with total federal participation of \$1,867,200 and total City costs of \$466,800.

Activity ⁶	Starting Federal Fiscal Year ⁷	Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2024	\$ 280,080	\$ 224,064	\$ 56,016	20.00%
Right-of-Way (ROW)	FY 2025	\$ 250,000	\$ 200,000	\$ 50,000	20.00%
Construction Engineering	FY 2027	\$ 186,720	\$ 149,376	\$ 37,344	20.00%
Construction / Implementation	FY 2027	\$ 1,617,200	\$ 1,293,760	\$ 323,440	20.00%
TOTAL PROJECT COST		\$ 2,334,000	\$ 1,867,200	\$ 466,800	20.00%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			City of Washington		

The current schedule is for construction in 2026 or 2027. This ordinance is contingent upon MoDOT approval. We currently have MoDOT preliminary approval with final approval anticipated after City 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 STBG-SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE THIRD STREET PROJECT STBG-6401(603)

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 STBG-Surface Transportation Block Grant Program Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the Third Street Project STBG-6401(603). A copy of this agreement is attached hereto and is marked 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: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-6401(603)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions 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 grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-6401(603) involves:

Resurfacing, upgrade sidewalks and curb and gutter.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-6401(603) by the Commission is within the city limits of Washington, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Third Street from High Street to Jefferson Street.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City 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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City 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, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$2,061,754. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to

the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-6401(603) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the

vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) 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.

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

(26) 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 City and the Commission.

(27) 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.

(28) 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 upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
405 Jefferson Street
Washington, MO 63090
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a

subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest

policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

7e

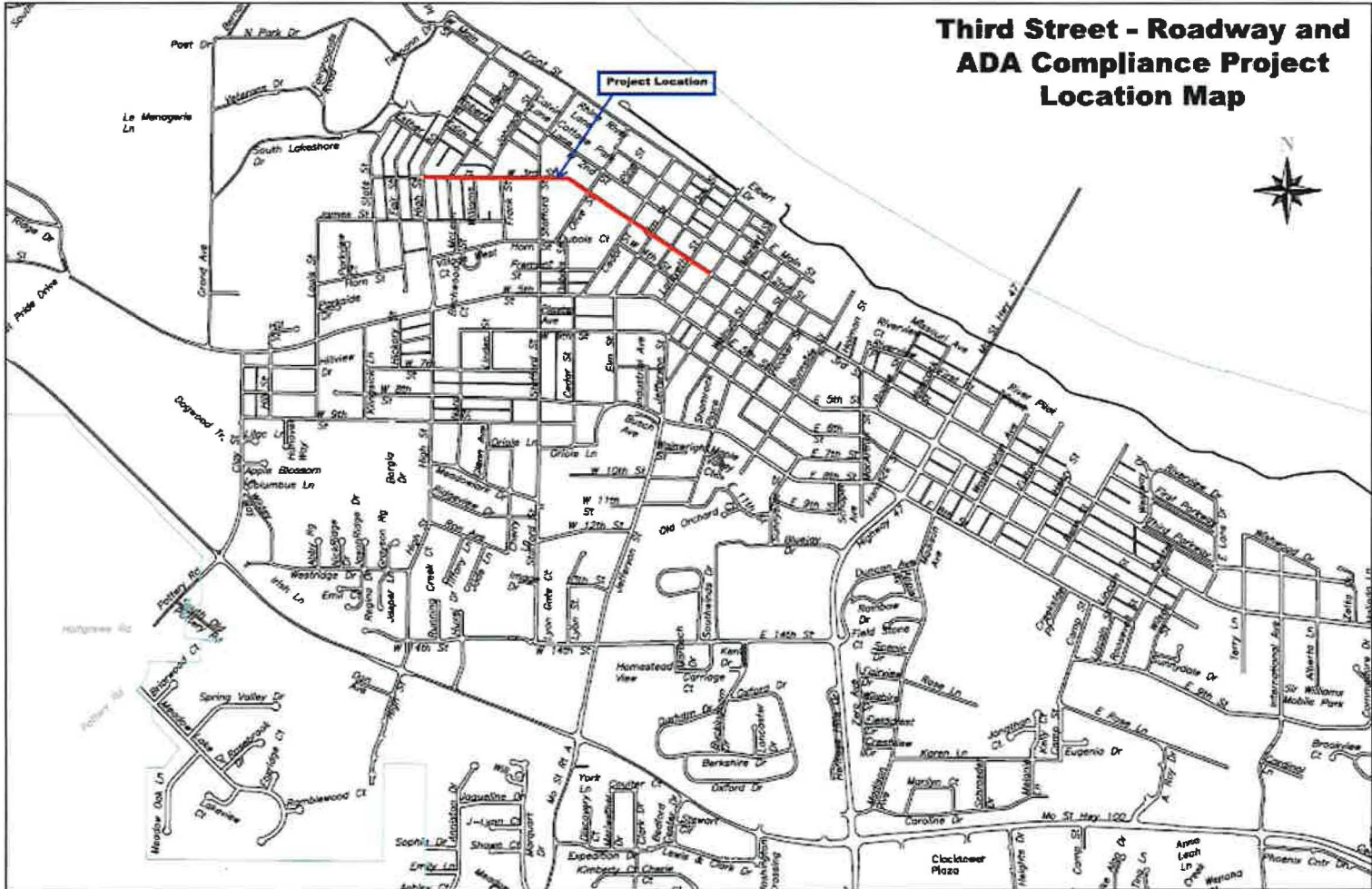


Exhibit A - Location of Project

Exhibit B – Project Schedule

Project Description: STBG-6401(603) Third Street

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2023	10/2023	1
Execute agreement (project sponsor and DOT)	02/2024	04/2024	2
Engineering services contract submitted and approved*	06/2024	10/2024	4
Obtain environmental clearances (106, CE2, T&E, etc.)	10/2024	05/2025	7
Public meeting/hearing	01/2025	01/2025	1
Develop and submit preliminary plans	11/2024	03/2025	4
Preliminary plans approved	03/2025	06/2025	3
Develop and submit right-of-way plans	03/2025	07/2025	4
Review and approval of right-of-way plans	07/2025	09/2025	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	11/2025	01/2026	2
Right-of-way acquisition	01/2026	08/2026	7
Utility coordination	05/2025	07/2026	14
Develop and submit PS&E	05/2026	08/2026	3
District approval of PS&E/advertise for bids*	08/2026	10/2026	2
Submit and receive bids for review and approval	10/2026	01/2027	3
Project implementation/construction	03/2027	07/2027	4
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. in the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



November 27, 2023

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

RE: Third Street Project, STP-6401(603)

Dear Mayor and City Council Members:

Find enclosed a programming agreement between the City and MoDOT for the Third Street Project. These improvements between High Street and Jefferson Street would consist of:

- Full width pavement milling with 2" asphalt overlay
- Sidewalk and curb and gutter upgrades including ADA accessibility upgrades

The below table outlines the anticipated costs and reimbursement amounts with total federal participation of \$2,061,754 and total City costs of \$515,439.

Activity ⁵	Starting Federal Fiscal Year ⁷	Total Phase Cost	STP-S Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2025	\$ 219,342	\$ 175,474	\$ 43,868	20.00%
Right-of-Way (ROW)	FY 2026	\$ 25,000	\$ 20,000	\$ 5,000	20.00%
Construction Engineering	FY 2027	\$ 111,088	\$ 88,870	\$ 22,218	20.00%
Construction / Implementation	FY 2027	\$ 2,221,763	\$ 1,777,410	\$ 444,353	20.00%
TOTAL PROJECT COST		\$ 2,577,193	\$ 2,061,754	\$ 515,439	20.00%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			Local Transportation Sales Tax - \$515,439		

The current schedule is for construction in 2027. This ordinance is contingent upon MoDOT approval. We currently have MoDOT preliminary approval with final approval anticipated after City approval.

7e

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrea F. Lueken". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2022-2023 BUDGET FOR THE PERIOD OF OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, FOR THE CITY OF WASHINGTON, MISSOURI.

BE IT ORDAINED BY the Council of the City of Washington, Franklin County, Missouri, as follows:

SECTION 1. That the budget for the fiscal year 2022-2023 of the City of Washington, Franklin County, Missouri is hereby amended to appropriate funds as follows:

FUND NAME	ORIGINAL/ AMENDED BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET
<u>General Fund – 001</u>			
TOTAL REVENUES	\$ 13,317,295	\$ 544,500	\$ 13,861,795
TOTAL OTHER FINANCING SOURCES	2,312,100	-	2,312,100
TOTAL EXPENDITURES	13,016,640	94,665	13,111,305
Administration	651,390	-	651,390
Human Resources	136,380	-	136,380
Communications	980,625	70,000	1,050,625
Police	3,627,280	-	3,627,280
Finance	685,840	(4,000)	681,840
Economic Development & Planning	456,330	80,040	536,370
Engineering & Inspections	461,820	-	461,820
Streets	1,655,570	5,000	1,660,570
Building Maintenance	550,360	(110,000)	440,360
Information Technology	540,640	-	540,640
Parks	2,290,345	(26,375)	2,263,970
Aquatic Center	348,930	-	348,930
Emergency Management	97,660	-	97,660
Airport	533,470	80,000	613,470
TOTAL OTHER FINANCING USES	3,514,950	-	3,514,950
CHANGE IN FUND BALANCE	(902,195)	449,835	(452,360)
<u>Library Fund – 003</u>			
TOTAL REVENUES	563,740	35,000	598,740
TOTAL OTHER FINANCING SOURCES	1,250,000	-	1,250,000
TOTAL EXPENDITURES	1,854,860	28,500	1,883,360
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(41,120)	6,500	(34,620)
<u>Volunteer Fire Fund – 004</u>			
TOTAL REVENUES	150,260	70,000	220,260
TOTAL OTHER FINANCING SOURCES	757,850	-	757,850
TOTAL EXPENDITURES	1,285,770	(46,000)	1,239,770
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(377,660)	116,000	(261,660)
<u>Vehicle Equipment Replacement Fund – 010</u>			
TOTAL REVENUES	20,000	145,500	165,500
TOTAL OTHER FINANCING SOURCES	275,000	-	275,000
TOTAL EXPENDITURES	1,166,970	(373,540)	793,430

TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(871,970)	519,040	(352,930)
<u>Stormwater Improvement Fund – 250</u>			
TOTAL REVENUES	1,646,000	90,000	1,736,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	2,930,430	(965,000)	1,965,430
TOTAL OTHER FINANCING USES	815,000	-	815,000
CHANGE IN FUND BALANCE	(2,099,430)	1,055,000	(1,044,430)
<u>Capital Improvement Sales Tax Fund - 260</u>			
TOTAL REVENUES	4,252,320	75,000	4,327,320
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	5,108,700	(1,596,500)	3,512,200
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(856,380)	1,671,500	815,120
<u>Transportation Sales Tax Fund - 261</u>			
TOTAL REVENUES	5,082,590	-	5,082,590
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	7,217,830	(1,014,540)	6,203,290
TOTAL OTHER FINANCING USES	2,105,400	-	2,105,400
CHANGE IN FUND BALANCE	(4,240,640)	1,014,540	(3,226,100)
<u>COP Fund - 265</u>			
TOTAL REVENUES	10,000	-	10,000
TOTAL OTHER FINANCING SOURCES	1,895,400	-	1,895,400
TOTAL EXPENDITURES	2,105,000	-	2,105,000
CHANGE IN FUND BALANCE	(199,600)	-	(199,600)
<u>Downtown TIF Fund - 272</u>			
TOTAL REVENUES	330,800	-	330,800
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	412,750	146,500	559,250
CHANGE IN FUND BALANCE	(81,950)	(146,500)	(228,450)
<u>Front & Main TIF Fund - 273</u>			
TOTAL REVENUES	53,600	-	53,600
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	53,600	-	53,600
CHANGE IN FUND BALANCE	-	-	-
<u>Rhine River TIF Fund - 274</u>			
TOTAL REVENUES	148,500	-	148,500
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	148,500	-	148,500

CHANGE IN FUND BALANCE	-	-	-
<u>Water Fund - 400</u>			
TOTAL REVENUES	2,065,910	-	2,065,910
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	3,495,420	-	3,495,420
TOTAL OTHER FINANCING USES	<u>20,000</u>	<u>-</u>	<u>20,000</u>
CHANGE IN FUND BALANCE	(1,449,510)	-	(1,449,510)
<u>Sewage Treatment Fund - 410</u>			
TOTAL REVENUES	2,898,000	-	2,898,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	5,340,150	-	5,340,150
TOTAL OTHER FINANCING USES	<u>20,000</u>	<u>-</u>	<u>20,000</u>
CHANGE IN FUND BALANCE	(2,462,150)	-	(2,462,150)
<u>Solid Waste Fund - 420</u>			
TOTAL REVENUES	2,493,900	-	2,493,900
TOTAL EXPENDITURES	3,395,650	-	3,395,650
Refuse Collection	1,220,160	-	1,220,160
Landfill	1,871,190	-	1,871,190
Recycling	<u>304,300</u>	<u>-</u>	<u>304,300</u>
TOTAL OTHER FINANCING USES	<u>15,000</u>	<u>-</u>	<u>15,000</u>
CHANGE IN FUND BALANCE	(916,750)	-	(916,750)

REASON FOR THE REQUEST:

To adjust for higher interest rates, sale of capital assets, land sale and unexpected increases and decreases in revenues. In addition, to adjust for timing of capital items/projects, items not originally budgeted, and unexpected increases and decreases in anticipated expenditures.

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 as provided by law.

PASSED: _____

ATTEST: _____
City Clerk

President of City Council

APPROVED: _____

ATTEST: _____
City Clerk

Mayor of Washington, MO

Memo

To: Mayor and City Council

From: Mary Sprung

Date: December 4, 2023

Re: Budget Amendments

Included in your packet are 2 budget amendments.

The first amendment is for FY2023 to adjust revenues and expenditures that were either higher or lower than anticipated and to correct items for the upcoming audit.

The second amendment is for FY2024 to rebudget items from 2023 that weren't originally included and some items that needed to be carried over due to timing of projects, etc.

I will be at the Council Meeting to discuss and answer any questions.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023-2024 BUDGET FOR THE PERIOD OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, FOR THE CITY OF WASHINGTON, MISSOURI.

BE IT ORDAINED BY the Council of the City of Washington, Franklin County, Missouri, as follows:

SECTION 1. That the budget for the fiscal year 2023-2024 of the City of Washington, Franklin County, Missouri is hereby amended to appropriate funds as follows:

FUND NAME	ORIGINAL/ AMENDED BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET
<u>General Fund – 001</u>			
TOTAL REVENUES	\$ 14,655,290	\$ -	\$ 14,655,290
TOTAL OTHER FINANCING SOURCES	2,388,600	-	2,388,600
TOTAL EXPENDITURES	15,054,130	5,000	15,059,130
Administration	759,630	-	759,630
Human Resources	195,790	-	195,790
Communications	1,352,440	-	1,352,440
Police	4,008,100	-	4,008,100
Finance	752,620	5,000	757,620
Economic Development & Planning	1,050,700	-	1,050,700
Building & Engineering	513,250	-	513,250
Streets	1,879,010	-	1,879,010
Building Maintenance	573,300	-	573,300
Information Technology	565,670	-	565,670
Parks	2,334,300	-	2,334,300
Aquatic Center	388,990	-	388,990
Emergency Management	102,830	-	102,830
Airport	577,500	-	577,500
TOTAL OTHER FINANCING USES	<u>2,720,390</u>	<u>-</u>	<u>2,720,390</u>
CHANGE IN FUND BALANCE	(730,630)	(5,000)	(735,630)
<u>Library Fund – 003</u>			
TOTAL REVENUES	560,500	-	560,500
TOTAL OTHER FINANCING SOURCES	253,380	-	253,380
TOTAL EXPENDITURES	898,840	-	898,840
TOTAL OTHER FINANCING USES	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	(84,960)	-	(84,960)
<u>Volunteer Fire Fund – 004</u>			
TOTAL REVENUES	216,660	-	216,660
TOTAL OTHER FINANCING SOURCES	793,410	-	793,410
TOTAL EXPENDITURES	1,351,680	-	1,351,680
TOTAL OTHER FINANCING USES	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	(341,610)	-	(341,610)

<u>Vehicle Equipment Replacement Fund – 010</u>			
TOTAL REVENUES	65,000	-	65,000
TOTAL OTHER FINANCING SOURCES	400,000	-	400,000
TOTAL EXPENDITURES	1,239,000	45,900	1,284,900
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(774,000)	(45,900)	(819,900)
<u>Stormwater Improvement Fund – 250</u>			
TOTAL REVENUES	1,822,000	-	1,822,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	2,725,780	-	2,725,780
TOTAL OTHER FINANCING USES	850,000	-	850,000
CHANGE IN FUND BALANCE	(1,753,780)	-	(1,753,780)
<u>Capital Improvement Sales Tax Fund - 260</u>			
TOTAL REVENUES	4,324,150	-	4,324,150
TOTAL OTHER FINANCING SOURCES	240,000	-	240,000
TOTAL EXPENDITURES	6,770,560	278,000	7,048,560
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(2,206,410)	(278,000)	(2,484,410)
<u>Transportation Sales Tax Fund - 261</u>			
TOTAL REVENUES	8,005,690	-	8,005,690
TOTAL OTHER FINANCING SOURCES	300,000	-	300,000
TOTAL EXPENDITURES	7,927,630	475,050	8,402,680
TOTAL OTHER FINANCING USES	2,165,900	-	2,165,900
CHANGE IN FUND BALANCE	(1,787,840)	(475,050)	(2,262,890)
<u>COP Fund - 265</u>			
TOTAL REVENUES	162,000	-	162,000
TOTAL OTHER FINANCING SOURCES	1,955,900	-	1,955,900
TOTAL EXPENDITURES	2,167,400	-	2,167,400
CHANGE IN FUND BALANCE	(49,500)	-	(49,500)
<u>Downtown TIF Fund - 272</u>			
TOTAL REVENUES	339,400	-	339,400
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	511,060	10,000	521,060
TOTAL OTHER FINANCING USES	300,000	-	300,000
CHANGE IN FUND BALANCE	(471,660)	(10,000)	(481,660)

Front & Main TIF Fund - 273

TOTAL REVENUES	70,000	-	70,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	69,610	-	69,610
CHANGE IN FUND BALANCE	390	-	390

Rhine River TIF Fund - 274

TOTAL REVENUES	154,200	-	154,200
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	153,520	-	153,520
CHANGE IN FUND BALANCE	680	-	680

Water Fund - 400

TOTAL REVENUES	3,271,800	-	3,271,800
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	3,589,080	190,000	3,779,080
TOTAL OTHER FINANCING USES	140,000	-	140,000
CHANGE IN FUND BALANCE	(457,280)	(190,000)	(647,280)

Sewage Treatment Fund - 410

TOTAL REVENUES	3,284,870	-	3,284,870
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	6,049,000	-	6,049,000
TOTAL OTHER FINANCING USES	140,000	-	140,000
CHANGE IN FUND BALANCE	(2,904,130)	-	(2,904,130)

Solid Waste Fund - 420

TOTAL REVENUES	4,109,550	-	4,109,550
TOTAL EXPENDITURES	5,532,700	-	5,532,700
Refuse Collection	1,299,010	-	1,299,010
Landfill	3,806,740	-	3,806,740
Recycling	426,950	-	426,950
TOTAL OTHER FINANCING USES	15,000	-	15,000
CHANGE IN FUND BALANCE	(1,438,150)	-	(1,438,150)

REASON FOR THE REQUEST:

To budget for the H-Tower, Auditorium Improvements and Office Furnishings not budgeted. In addition, to rebudget capital items/projects that carried over from the prior fiscal year end.

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 as provided by law.

PASSED: _____

ATTEST: _____
City Clerk

President of City Council

APPROVED: _____

ATTEST: _____
City Clerk

Mayor of Washington, MO

Memo

To: Mayor and City Council

From: Mary Sprung

Date: December 4, 2023

Re: Budget Amendments

Included in your packet are 2 budget amendments.

The first amendment is for FY2023 to adjust revenues and expenditures that were either higher or lower than anticipated and to correct items for the upcoming audit.

The second amendment is for FY2024 to rebudget items from 2023 that weren't originally included and some items that needed to be carried over due to timing of projects, etc.

I will be at the Council Meeting to discuss and answer any questions.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE I, CHAPTER 140 OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI BY ADDING THERETO CERTAIN FINANCIAL POLICIES

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

SECTION 1: Article I, Chapter 140 of the Code of the City of Washington, Missouri is hereby amended by adding thereto the financial policies as contained in the Financial Policy Manual marked Exhibit A and attached hereto and incorporated herein by reference is hereby approved and adopted. All officials, agents and employees of the City of Washington are hereby directed to comply with each and every provision of the Financial Policy Manual as applicable.

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

7h

EXHIBIT A



City of Washington

Financial Policy Manual



City of Washington

Financial Policy Index:

<u>Anti-Fraud & Corruption</u>	<u>FP-1</u>
<u>Budget</u>	<u>FP-2</u>
<u>Capital Asset</u>	<u>FP-3</u>
<u>Cash Management</u>	<u>FP-4</u>
<u>Debt Bond Compliance</u>	<u>FP-5</u>
<u>Debt Management</u>	<u>FP-6</u>
<u>Fund Balance</u>	<u>FP-7</u>
<u>Identity Theft Prevention</u>	<u>FP-8</u>
<u>Investment</u>	<u>FP-9</u>
<u>Journal Entry</u>	<u>FP-10</u>
<u>Purchasing</u>	<u>FP-11</u>
<u>Revenue & Debt Collection</u>	<u>FP-12</u>

Accounting Policy and Procedures Manual

ANTI-FRAUD & CORRUPTION POLICY

Purpose

The purpose of this policy is to establish expectations, standards and procedures within the City of Washington (City) to minimize the risk of internal and external fraud as well as theft of City assets or fraudulent financial reporting. This policy addresses the responsibility of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities, and provides a means for individuals outside of the City government organization to report improprieties to the City. The City is committed to protecting itself and the public from fraud, corruption, and dishonest activities through development and adherence to policies and procedures for the prevention and detection of fraud, corruption and dishonest activities. In order to set the proper tone and create and maintain a culture of honesty and high ethical standards, the City has adopted the following anti-fraud and corruption policy.

Policy

The City Council and management are responsible for the prevention and detection of fraud, misappropriations and other inappropriate conduct. City officials also recognize that a key preventative measure in the fight against fraud and corruption is to employ individuals who have the highest standards in terms of propriety, honesty and integrity. Further, all employees of the City government have a duty to the residents of the City to ensure that City resources are prudently used in accordance with the law and City policies. City Council and management is further committed to implementing sound financial management systems and procedures designed to safe-guard the financial resources of the City through its own initiatives and by positive and prompt response to independent audit recommendations. It is, therefore, the intent of the City Council and management of the City to promote and ensure the highest standards of integrity and ethical organizational behavior on their part by providing guidelines and assigning responsibility for the development of sound financial management controls, and engaging in such actions as necessary to prevent, detect, investigate and remedy instances of fraud and corruption against the City.

Fraud & Corruption

For purposes of this policy, fraud is defined as an intentional, false representation or concealment of a material fact that leads to a financial advantage to the perpetrator or another upon whose behalf he or she acts. Fraud shall include acts of theft, larceny,

embezzlement, fraudulent conversion, false pretenses, forgery, corrupt practices and falsification of accounts. For purposes of this policy, corruption shall include the offering, giving, soliciting, or acceptance of any inducement or reward that may influence the actions taken by an employee, and shall include other acts as described herein.

Fraud or other wrongful acts may include:

- Any dishonest or fraudulent act.
- Forgery or alteration of a check, bank draft or other financial document or account.
- Falsifying time sheets, expense reports, or other report documents.
- Misappropriation of funds, securities, supplies or other assets.
- Impropriety in handling or reporting of money or financial transactions.
- Unauthorized disclosure of confidential, personal or proprietary information to others.
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the City.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, equipment, and/or any similar or related irregularity.

Preventive Measures

The City recognizes that the implementation of preventive and deterrent measures guards against corruption and fraudulent activities occurring within the City government. In an effort to eliminate opportunities that serve as a catalyst for dishonest activities, management will continuously evaluate the effectiveness of internal control practices and procedures. Internal controls include documentation and consistent application of accounting procedures; careful adherence to City Code financial management requirements; maintenance of financial records in accordance with recognized governmental accounting standards; thorough documentation of financial transactions; segregation of financial duties among employees and officials to the extent practical for a small organization; securing financial records and documents including blank checks and access to credit cards; securing confidential personnel information; securing access to financial accounting systems through use of password protection and limiting access; periodically modifying passwords; requiring multiple signatures for payment of funds; implementing purchasing procedures which ensure proper authorization for approval of purchases; cash handling policies refined to provide for enhanced financial control over receipting and recognition; conducting internal auditing of financial transactions from time to time, and cooperating fully with external auditors. The City has adopted and enforces Conflicts of Interest (Chapter 117, City Code) policies and procedures to guard against conflicts of interest and other prohibited acts.

Reporting Suspicious Activities

City employees and others have an obligation to report criminal conduct and/or suspicious activity without fear of retaliation or reprisal. When suspected fraud, corruption or dishonest incidents or practices are observed by or made known to any employee, the incident or practice is to be reported in writing promptly and directly to the department head for that department. Employees may anonymously file complaints or concerns. If the employee believes the department head is involved in the inappropriate activity, the employee should report the incident or practice to the City Administrator. If the employee believes the City Administrator is involved, then the employee would report to the Mayor or City Council.

The confidentiality of employees or others who submit reports of wrongdoing or suspected wrongdoing will be protected. However, employees and others must clearly understand that they have no absolute guarantees regarding confidentiality once the investigative report is turned over to the appropriate law enforcement agencies.

Reports should be presented with the following information: the date on which the criminal conduct and/or suspicious activity occurred if known, a description of the activity and the name(s) of anyone involved in the activity.

The reporting individual should refrain from further investigation of the incident, confrontation of the alleged violator, or further discussion of the incident with anyone unless requested to do so by management.

No Reprisals for Reporting Suspicious Activities

It is the policy of the City that no employee shall be subject to recrimination or any other form of punishment on the basis that they reported what was reasonably believed to be an act of wrongdoing, violation of policies, or violation of the City's Code of Ethics. However, an employee will be subject to disciplinary action if the City reasonably concludes that the report of wrongdoing was knowingly fabricated by the employee or was knowingly distorted, exaggerated or minimized to either injure someone else or to protect the reporting party or others. An employee whose report of misconduct contains admissions of personal wrongdoing will not, however, be guaranteed protection from the disciplinary action. The weight to be given to the confession will depend on all the facts known to the City at the time it makes its disciplinary decisions. In determining what, if any, disciplinary action may be taken against an employee, the City will take into account an employee's own admission of wrongdoing; provided, however, that the reporting employee's conduct was not previously known to the City or its discovery was not imminent and that the

admission was complete and truthful.

Investigation

The City will promptly and thoroughly investigate situations involving possible fraud, corruption, or related dishonest activity utilizing such internal and external resources, including law enforcement officials and agencies, as may be indicated by the nature of the reported suspicious activity. The investigation requires the full cooperation of all City personnel. In addition, the investigation may require key City staff such as the Finance Director to provide specific professional assistance during the investigation. If this investigation uncovers evidence showing fraud, corruption or dishonest activities, the City Administrator (if not directly involved in the allegations) will recommend what disciplinary or legal actions may be taken to the City Council who will determine what disciplinary or legal actions should be taken. If the City Administrator is directly involved in the allegations, the Mayor and City Council will determine what disciplinary or legal actions should be taken.

Conclusion

The City shall constantly seek to improve its financial management, internal controls and monitoring systems in order to deter, detect, investigate and remedy fraud and corruption. The City will ensure that these policies and procedures are fairly administered, widely publicized and provided to all employees. The policies and procedures will be monitored and updated to keep pace with future developments in prevention, deterrence, and detection of fraud and corruption.

BUDGET POLICY

Purpose

The City of Washington has a responsibility to its citizens to carefully account for public funds, manage municipal finances wisely, and plan for the provision of services desired by the public. Sound financial policies are necessary to carry out this responsibility.

This budget policy provides a summary of significant budgetary policies required by state law, City Code and generally accepted accounting principles. It also incorporates GFOA's best practices and administrative practices.

This policy is designed to provide conceptual standards for decision-making, enhance consistency in financial decisions, and establish parameters for City staff to use in directing the daily financial affairs of the City.

Budgeting and Financial Planning

Financial Planning Elements:

The major elements of the budgeting/financial planning process for the City are:

1. City Comprehensive Plan-this document establishes a policy framework to guide the expansion of the City and future development over a ten to fifteen year period.
2. Ten-Year Budget Plan-this plan projects operating funds' financial performance, estimates funding needs, identifies funding sources, identifies capital projects by estimating costs and related financing sources, ensures debt service requirements are met and expands upon the Comprehensive Plan by estimating the costs and funding for projects and programs that accomplish the long-term goals of the City.
3. Annual Operating and Capital Budgets-annual financial plan of the City.

Long-Term Focus:

The City recognizes the importance of long-term strategic planning as evidenced by its Comprehensive Plan and Ten-Year Budget Plan. In addition, it recognizes that prudent financial planning considers the multi-year implications of financial decisions. In order to strive for success, the City shall maintain a long-term focus in its financial planning that is mindful of the long-term goals and objectives of the City.

Forecasting and Estimation:

The City shall take an objective and analytical approach to forecasting revenues, expenditures and expenses as accurately as possible utilizing a conservative approach overall.

Revenues will be projected considering:

1. Past experience and historical trends
2. Volatility of the revenue source
3. Inflation and other economic conditions
4. Costs of providing the service.

One-time or special purpose revenues will be used to finance capital projects or for expenditures required by the revenue. They will not be used to subsidize recurring personnel costs or other operating costs.

Expenditures will be projected considering:

1. Likelihood of events vs. “worst case scenario” approach
2. Specific identified needs of the program or service
3. Historical consumption and trends
4. Inflation and other economic trends.

Ten-Year Financial Plan

A Ten-year financial plan will be updated annually. The plan shall include all funds of the City. The purpose of this plan is to:

1. Identify major policy issues for City Council consideration prior to the preparation of the annual budget
2. Establish capital project priorities and make advance preparation for funding of projects within a ten-year horizon
3. Make conservative financial projections and to provide assurance that adequate funding exists for proposed projects and services
4. Identify financial trends in advance or in the early stages so that timely corrective action can be taken, if necessary
5. Ensure debt service requirements are met and identify potential future need for debt service
6. Communicate the City’s plans to the public and provide an opportunity for the public to offer input.

Annual Operating and Capital Budget

The operating and capital budget is the City’s annual financial operating plan. All funds will be subject to appropriation by City Council.

The budget will be “balanced” for each fund. The proposed cash resources of each fund (beginning of year fund balance plus estimated revenues) will not exceed proposed appropriations. When necessary, the following budget-balancing strategies will be used, in order of priority:

1. Reduce expenditures through improved productivity
2. Shift expenditures to other parties
3. Create new service fee or increase existing fees
4. Seek tax rate increases
5. Reduce or eliminate services

Budget Process

Budget Format and Structure

The policy of the City is to have the annual operating and capital budgets approved prior to October 1 of each year.

The City follows procedures prescribed by State law in establishing its budgets as follows:

1. All funds of the City have annual budgets legally adopted by the City Council.
2. Unencumbered appropriations lapse at year-end and may be reconsidered for subsequent budgets.

The City Administrator is responsible for submitting a proposed budget plan to the City Council on an annual basis. Public hearings are held as needed to obtain taxpayer input on both the property tax hearing as well as a budget hearing. The City Council enacts the budget through passage of an ordinance.

Budget Basis

The budget will be prepared on a basis consistent with generally accepted accounting principles. All funds except for the enterprise funds are budgeted using the modified accrual basis of accounting. The basis of budgeting is the same as the basis of accounting except for changes in the fair value of investments which are not treated as adjustments to revenue in the annual operating budget. Depreciation is not budgeted for governmental funds.

For enterprise funds, full accrual basis of budgeting is used except for changes in the fair value of investments which are not treated as adjustments to revenue in the annual operating budget. The City budgets depreciation expense and debt service principal payments in these funds.

Legal Level of Control

The legal level of budgetary control has been set as the budgeted appropriation amount at the fund level of expenditures.

Budget Amendments

Budget amendments will be made when deemed necessary as changing circumstances dictate. The following rules will apply to budget amendments:

1. Amendments between line items within the same department with no change in fund balance can be approved by the Finance Director.
2. Amendments between departments with no change in fund balance can be approved by the City Administrator.
3. All other budget amendments must be approved by City Council.

Capital Improvement Program/Capital Budget

The City shall prepare a ten-year capital plan including operations and maintenance costs. The plan will prioritize all anticipated capital projects and determine availability of funding. The City will identify the estimated costs and potential funding sources for each capital project and will use intergovernmental assistance and other outside resources wherever possible.

CAPITAL ASSET POLICY

A fixed asset accounting system is a system of policies, procedures and methods for recording and reporting monetary amounts associated with fixed asset transactions. This policy provides guidelines for the City's capital assets as required by state law, City Code, and incorporates the Government Finance Officers Association (GFOA) best practices. It establishes procedures for the City's capital assets which is a system of procedures that addresses the acquisition, use, control, protection, maintenance, and disposal of all assets owned or leased by the City of Washington. This policy is designed to implement the reporting requirements, to promote an understanding for City departments and agencies of the City's Capital Asset Accounting system, and to assist them in preparing the capital asset accounting documents used by the system. The Capital Asset system procedures are designed to insure that pertinent City staff is informed of all additions, transfers and disposals. Effective control of the Capital Asset system cannot exist without close cooperation and communication between all departments.

This policy has been reviewed by the Finance Director and City Administrator. As changes in laws, policies, accounting standards occur or during annual audit review, this policy will be reviewed by Finance Director and Capital Asset Accountant with any recommendations for changes sent to City Council for approval.

Each Department head will designate a custodian of all capital assets held by that department. The custodian will be responsible for monitoring the locations of all capital assets and facilitating the purchase, disposition, and transfer of any assets within their inventory. The custodian will work with the Finance Department during the annual inventory process.

ASSET CAPITALIZATION GUIDELINES

These guidelines are being provided to assist management when making the determination between which asset related expenditures are/are not recommended to be capitalized in accordance with governing laws, rules and regulations. The Finance Director has the authority to decide if an item meets the capitalization policy and will ultimately be capitalized and also what the asset's depreciable life will be in years. The following guidelines, except where noted, apply equally to both Governmental and Proprietary Funds.

- A. **CAPITALIZATION THRESHOLD-** Capital assets are defined by the City as assets with an initial, individual cost of \$5,000 or more and an estimated useful life of two years or more. Infrastructure assets are reported when costs are \$25,000 or more and an estimated useful life of two years or more.
1. **New Asset** – Cost meets the capitalization threshold as an individual asset or to make an asset ready for its intended use should be capitalized.
 2. **Additions** – Purchased additions to previously capitalized assets that meet the capitalization threshold, should be capitalized as add-ons to the existing property record.
 3. **Replacements/Improvements** – The cost to replace or improve an existing asset should be capitalized if it meets the capitalization threshold and at least one of the following criteria:
 - a. Extends the useful life of the existing asset by at least 3 years, 10 years for infrastructure.
 - b. Increases the effectiveness or efficiency of an asset.
 - c. Cost of repair exceeds 20% of the original cost and at least 15% of the replacement cost of the new asset.

Appendix C – Replacement Determination Form should be used when determining whether or not to repair or replace an asset. This form should be completed by the requesting Department and turned into the Capital Asset Accountant in the Finance Department.

For replacements, the old asset should be removed from the fixed asset system if it can be separately identified or if a cost can be reasonably estimated for its original value and then adjusted in the fixed asset system.

4. **Donated Assets** – Assets with a market value in excess of \$5,000 will be capitalized.
Historical works of art or treasures will be recorded at historical cost and will not be depreciated as they do not depreciate in value.
5. **Repairs & Maintenance**—Costs that are associated with repairs and maintenance are not recommended for capitalization because they do not add value to the existing asset. However, major repairs that extend the useful life

or increase the effectiveness or efficiency of an asset may be classified as improvements and therefore should be capitalized.

Specific Example: New Parking Lot would be capitalized an improvement. Annual or biannual maintenance to fill in cracks or seal would be considered repair and maintenance even if it exceeds capitalization threshold. Adding on to the parking lot or replacing areas of the parking lot if capitalization criteria are met would be capitalized.

6. **Tools & Equipment**—Items that do not meet the capitalization threshold such as firearms, computer equipment, etc will be maintained by each Department on an inventory list.

Specific Example: City purchases 50 computers at one time out of the Capital Fund. Since individually these do not meet the threshold and can be easily changed out they will not be capitalized. City purchases a 100 cameras and puts in hardware related wiring to install cameras to create a “camera system”. All this would be capitalized as the camera system. Future changes or trade outs of individual cameras would not be capitalized unless the entire “system” is being replaced.

B. CAPITAL ASSET CLASSES

1. **Land** – Land acquired and intended for public use will be capitalized as the actual cost at the time of acquisition. Actual cost shall include purchase price and any fees for services related thereto, e.g. commissions, surveying fees, appraisal and negotiation fees, professional fees of engineers, attorneys, appraisers and financial advisors, damage payments, title preparation costs, site preparation costs and costs to demolish unwanted structures. For donated land, the fair value of the land as of the date of acquisition will be used for capitalizing. Easements, rights-of way and other land improvements will be capitalized at the fair market value as of the date of acquisition.
2. **Buildings** – A building is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. Total project costs are accumulated in detail as one asset in a construction in progress account, with depreciation calculated as of the date the building is placed into service. Capitalized costs of a building purchased by the City will include purchase price, professional fees of appraisers and attorneys, and any related costs necessary to put the building into its intended state of operation. Capitalized original cost on a constructed building will include the cost of constructing the asset, architects’ and engineers’ fees, permits, insurance and interest costs during construction and other administrative costs, such as clerical work and appraisals. In addition to the costs outlined above, the following expense items should be included in

the original cost of the asset if they are not included in the primary construction contract or work order:

- a. Built-in casework, walk-in coolers and freezers, built-in shelving, etc.
- b. Bleachers and fixed gymnasium equipment.
- c. Graphics and directories.
- d. Bathroom accessories.
- e. Carpets (other than moveable rugs).
- f. Compressed air systems, plumbing systems, sprinkler systems, heating, venting and air conditioning systems which are fixed to the structure.
- g. Emergency generator systems for building support.
- h. Built-in public address systems, etc.
- i. Demolition of an existing structure.

A donated building will be recorded at its fair market value as of the day of acquisition plus ancillary charges, if any.

Building Improvements-Additions and improvements to buildings (e.g., a new heating and ventilating system) should be added to the building account when these costs are considered betterments.

3. **Improvements other than buildings** – These improvements are defined as betterments or facility/site improvements that increase the value of the building and should therefore be capitalized. A list of examples would be fencing, landscaping, parking lots, outside sprinkler systems, recreation areas and athletic fields, paths and trails, septic systems, stadiums, fountains, pavilions, and retaining walls.

Infrastructure—Assets are long-lived capital assets that normally are stationary and can be preserved for a significantly longer period than other capital assets. Examples of infrastructure include, roads, curbs, gutters, bridges, sidewalks, transmitting tower, lighting systems, drainage, signage, water, storm and sewer systems.

4. **Machinery and equipment** – These are fixed or movable assets with are to be used for operations. This property valued at actual or estimated cost, including ancillary charges. Ancillary costs considered in determining the value of these assets include transportation charges, installation costs and extended warranty contracts or any other normal or necessary costs required to place and asset in its intended location and condition for use. If an asset is acquired through donation, an appraised value or an estimated cost using reasonable cost comparisons should be established as of the donation date and assigned to the Asset. Examples include vehicles, off road equipment, office

equipment, furniture, business machines, communications equipment, maintenance equipment, computer equipment, upgrades, and software.

Computer software is an intangible asset if it is developed in-house by City employees or by a third party contractor on behalf of the government. This includes commercially available software that is purchased or licensed by the City and that the City must exert minimal incremental effort before the software can be put into operation per GASB 51. Such purchases will be capitalized if they meet the City's capitalization threshold. Yearly renewals, upgrades or annual maintenance costs of existing software will be considered an operating cost and expensed as incurred. The City will amortize software over 3-5 years, depending on whether the software is a component of an existing system or a brand new system.

An exception to the capitalization policy is provided for equipment acquired through grant funds but ownership of the asset remains with the granting agency. In these instances, the asset would not be capitalized.

5. **Construction work in progress** – This account should be used when a government reports amounts expended on an uncompleted building or other capital construction project. When the project is complete, the cumulative costs (purchase or construction costs plus costs incurred to place the asset in its intended location and use) are transferred to another appropriate Capital Asset account. Only projects reported in Enterprise funds will have interest costs capitalized during construction.

C. DEPRECIATION

1. **Definition**--The usefulness of most assets, other than land and historical works of art and treasures, declines over time. Depreciation is used to reflect the economic loss in the value of an asset. Depreciation is the loss in value from any cause. Some of these causes are:

Physical deterioration – The loss in value caused by wear and tear in operation and exposure to the elements.

Functional obsolescence – The loss in value within the property as a result of the development of new technology.

Economic or environmental obsolescence – The loss of value resulting from influences external to the property itself such as governmental regulation.

In accounting terms, depreciation is the process of allocating the cost of tangible property over a period of time. Generally, at the end of an asset's life, the sum of the amounts charged for depreciation (accumulated depreciation) will equal the original cost less salvage value. Appendix A contains a list of City Assets by Class with the depreciable lives in years that the City is going to use to calculate depreciation.

2. **Policy**--The City will use the straight-line depreciation method of depreciation which is the historical cost of an asset divided over the estimated useful life of an asset. It will also use a half-year year convention. Under the half-year convention, an asset is treated as though it were placed in service or disposed of on the first day of the seventh month of the fiscal year. One-half of a full year's depreciation is allowed for the asset in its first year placed in service, regardless of date it was actually placed in service during the year. Likewise, one-half year of depreciation is allowed for the asset in its year of disposition, regardless of when it was disposed of or sold. The following useful life for each category of Capital Asset is defined as follows:
 - a. *Buildings*—15-50 Years
 - b. *Improvements Other Than Buildings*—10-50 Years
 - c. *Machinery & Equipment*—5-20 Years
 - d. *Furniture & Fixtures* --5-20 Years
 - e. *Infrastructure*—10-50 Years

Appendix A contains a more detailed depreciation guide with the useful life that the City will use as a guideline to follow.

3. **Reporting**--The City follows GASB guidelines and reports depreciation for Government-Wide Financial Reporting for all funds including all general capital assets and enterprise fund assets. For Fund Financial Reporting, only enterprise funds report capital assets.

D. PROPERTY RECORDS

A governmental unit is to keep records of its Capital Assets. The record should include: Asset number, Project number (if applicable), Description, Asset class, Location, Responsible manager, Manufacturer, Model, Method acquired, Year made, Serial number, License number (if applicable), Vendor, Warranty expire date, Home fund and department, Cost or estimated cost, Date acquired, and Asset life.

Only items meeting the capitalization thresholds stated in the policy above should be included on the property records and accounted for as a Capital Asset item. Lots or groups of items should not be included when individual items cost less than or do not meet these stated capitalization thresholds.

Any item of property that is readily separable and separately useful from a larger assembly of which it forms a part should be treated as a separate item.

The cost of replacing any property item that doesn't qualify as a capital asset or betterment should be charged to maintenance expense.

The Capital Asset Record will be maintained by the Capital Asset Accountant as the permanent record for the Capital Asset. The custodian of each department is responsible for reporting any changes to capital assets to the Capital Asset Accountant.

Items with a value of \$500-\$4,999 are to be inventoried annually and reported on an Inventory List to the Capital Asset Accountant. This would include computers, copiers, weapons, etc.

E. ACQUISITIONS AND DISPOSITIONS

Current year additions are all assets recorded during the current fiscal year. These include purchases of new as well as used assets, all donated assets, and assets acquired through capital leases.

A department will initially request a capital asset purchase in the annual budget process. Before purchasing, the department will request formal approval for purchase from City Council via Ordinance. In the event a capital asset needs to be purchased and was not approved in the budget, the department will request approval first from the Finance Director or Purchasing Officer who will ensure there is an adequate funding source with funds available for the purchase. Next, the department will request approval from the City Administrator. Finally, the department may request approval of the City Council via Ordinance. Once approval is obtained, a purchase order (PO) is requested by the Custodian in the department who is responsible for ensuring all approvals have been received and bid requirements have been met according to the City's Purchasing Policy. The General Ledger (G/L) account and project number used on the PO will signify if the item qualifies as a Capital Asset. This is how the Capital Asset Accountant tracks asset purchases. A separate asset form is not completed because once the information is input into the accounting software by the Capital Asset Accountant, a cover sheet is printed with all the required information for each Capital Asset for the permanent record.

All vehicles purchased will be held solely in the name of the City. All Capital Assets will be insured under the City's insurance which will be maintained by the City Clerk who is responsible for risk management and maintaining adequate property insurance coverage.

1. Changes

Corrections to an existing record can include but not limited to:

- Error in prior classification of Asset.
- Item disposed of and property record previously not deleted.
- Correction of description, serial number, or model number.
- Correction of cost.
- Year of acquisition change.
- Correction of Asset tag number, equipment code number or service code number.
- Change in estimated useful life.

2. Erasures

An erasure is the deletion of an item recorded as an asset in error. The erasure will remove the item from the master file along with all depreciation expense and accumulated depreciation as if it were never recorded and the item will not be reported on the disposal listing.

3. Transfers

A transfer is the movement of a capital asset due to a change in location either by account, department, or building. A transfer may be a complete or partial transfer of an item. If property is transferred to a new department, the transferring department must complete a Disposition form (Appendix B) and the receiving department must sign as acknowledgment of receipt of Capital Asset.

4. Disposals

Assets that are sold, traded-in, abandoned, or in any way removed from service are classified as disposals. Disposals can be either full or partial and records must be maintained. Annually, the Capital Asset Accountant will ask each department to review a report of fixed assets for their department to see if any items have been disposed of during the year. All disposals of Capital Assets must be reported by Custodian of department on Disposition Form (Appendix B) and given to Capital Asset Accountant who will enter into the accounting software. Disposal of surplus property shall be in accordance with applicable provisions of the City Code.

All property acquisitions or dispositions including transfers, etc. require the approval of the Finance Director before posting in the accounting software.

F. ASSET TAG CONTROL

Positive identification of a government's Capital Asset requires the use of identification number tags which should be physically attached to the property in a visible location whenever possible. The tag should be placed in an area where it will be easily available to see but not get in the way of the work day. Tagging is important for:

- Providing an accurate method of identifying individual Assets,
- Facilitating the inventory process,
- Controlling the location of all physical Assets,
- Assisting in maintaining Capital Assets,
- Providing a common ground of communication for both the accounting department and the Assets' users.

The Asset number (Property ID number) will be assigned when the Asset is entered into the accounting system. Asset tags will be issued to each asset by the Accounts Receivable Clerk who will send the tags out with an Asset Listing Report to the Custodian in each respective department. The Custodians will be responsible for placement of the asset tags on the Capital Assets. The Custodians should have the asset tags affixed to the Capital Assets timely and prior to any physical inventory.

An asset purchased or constructed as an accessory or modification to an asset that is already included in asset inventory should not be tagged; it should be treated as

an improvement to the existing asset. However, if it is not a permanent addition to the existing asset, it should be tagged and monitored separately.

If a tag becomes misplaced, destroyed, or in need of replacement, it is the Custodian's responsibility to notify the Accounts Receivable Clerk who will assign a replacement tag and send to the Custodian for placement on the Capital Asset. The Accounts Receivable Clerk will notify the Capital Asset Accountant of the tag change for update in the accounting software.

If a tag cannot physically be affixed to the asset, a file should be kept detailing the asset description with serial number and location.

G. ANNUAL INVENTORY

The department head is responsible for all property purchased for, assigned to or otherwise provided to his/her department. Each department head will designate a custodian for their respective department.

Annually the Capital Asset Accountant will provide the department head and/or custodian with an Asset Listing report showing all Capital Assets for their department with location. This listing will include all property for which the department is responsible. A physical inventory of property should be taken and compared against the report, noting any discrepancies. If Assets are recorded or added when acquired, and if retirements and transfers are accurately recorded as made, the inventory as disclosed by annual physical inspection should equal the amounts shown by the records. Departments should resolve any discrepancies with the Capital Asset Accountant. If it is discovered that Capital Assets are missing, the Finance Director should be contacted immediately and an investigation will be done. If the asset can not be located, the Capital Asset record must be reduced by the book value of the missing Capital Asset. Any asset greater than \$10,000 shall be reported immediately to City Council.

The department head should sign the Asset Listing Report verifying the property on hand and return to the Capital Asset Accountant.

H. DEFINITIONS

Asset Listing Report – Report out of the accounting system used for annual inventory of capital assets.

Capital Asset Accountant – The person the Finance Director designates to act as the central coordinator over all accounting activities of the general ledger. Duties include:

- a. Maintain the Asset Record and bear responsibility for the accuracy of the data contained in it.

- b. Act as a collection point for all capital asset subsidiary reports (additions, dispositions, transfers, etc)
- c. Maintain the Construction Work in Progress account and reconcile data annually.
- d. Calculate depreciation on capital assets.
- e. Ensure compliance with the City policies and procedures regarding capital assets.
- f. Provide information for annual audit and financial reporting.

Custodian--The person the Department head assigns responsibility for capital asset control, maintenance and reporting to for the department.

General Ledger Account (G/L)--Expense or Expenditure account which the capital asset will be posted to in the accounting system.

Purchase Order (PO) – Purchase document issued by Finance department once Requesting department has received all bids, approvals etc. required.

I. CONCLUSION

While no set of procedures or policies can address all circumstances, this has outlined some of the more basic areas. It is impossible to define a set of procedures that can be used without modification. The objective is to maintain and control government Capital Assets where an accurate record of Capital Assets is required. These policies should not be so inflexible so as to hinder the people charged with the responsibility of maintaining the property record, but instead should make their job easier by establishing standards for property control. Most important is the accuracy of the data contained within the system. Those who account for, purchase and use the Assets must make sure the data is accurate.

Appendix A – Depreciable Life in Years

Buildings

Buildings:

Auditorium	50
City Buildings	50
Fire Stations	50
Lift Station	50
Treatment Plant	25
Well Houses	50

Building Improvements:

Elevator	20
Restrooms	50
Roof	15
Airport Hangar	50
Heating & Cooling/HVAC	20
Electrical/Lighting Upgrades	20
Flooring	15
Pavilions	50
Generator	20

Improvements Other Than Buildings

Site & Facility Improvements:

Fencing	20
Fountains	20
Bleachers-Concrete	20
Bleachers-Metal	10
Landscaping	15
Flag Pole	20
Parking Lot	15
Irrigation System	15
Swimming Pool	25
Paths & Trails	20
Athletic Fields (including bleachers)	15
Retaining Wall	20
Landfill	25
Other Improvement	20

Infrastructure:

Bridge-Concrete Slab	50
Bridge-Culvert	50
Bridge-Prestressed Girder	50
Bridge-Prestressed Girder (box)	50
Dock	20
Sewer (sanitary, storm)	50
Water Line	50
Radio Tower	20
Warning Sirens	10
Lighting System (traffic, outdoor, street, etc)	15
Airport Runway/Strip/Taxi Area/Apron	15
Fire Hydrants	25
Road/Street- Asphalt (curb, gutters)	15
Road/Street- Concrete (curb, gutters)	25
Sidewalks	20

Machinery & Equipment

Furniture & Fixtures:

Computers	5
Copiers	5
Printers	5
Office Furniture	10
Folder/Inserter Machine	7

Technology Equipment:

Camera Equipment	5
Audio Equipment	5
Computer Equipment Racks	7
Computer Software-Purchased	5
Computer Software-Internally Developed	5
Security System (Card Reader, Camera, Monitor)	7
Recording System	7
Telephone System	10

Vehicles:

Dump Truck	10
Pumper Truck	12
Rescue Truck	12
Ladder Truck	12

Tanker Truck	10
Refuse Truck	6
Snow Plow Truck & Spreader	10
Vacuum Truck	15
Police SUV	5
Police Sedan	5
Light/Medium Trucks	7
4WD Truck	7
Jet Fuel Truck	15
Utility Vehicle	10
Trailer	10
Cargo & Passenger Vehicle-Non Police	7

Machinery & Equipment:

Compactor	10
Track Loader	10
Baler	6
Tractor	10
Tractor-Wide Area Mower	10
Forklift/Skid Loader	10
Wheel Loader	10
Backhoe	15
Excavator	10
Mower-Walk Behind	7
Mower-Zero Turn	10
Aerator/Seeder	10
Portable Generator	10
Boat	10

Miscellaneous Machinery & Equipment:

GPS Equipment	5
Power Sprayers	7
Power Drills	7
Power Tools	7
Machine Tools	7
Microfilm Machine	7
Radio Receiver & Transmitters	10
Rescue Equipment	12
Other Heavy Equipment	10
Other Miscellaneous Equipment	7

Capital Asset Disposition

Asset ID/Tag Number: _____

Asset Description: _____

Department: _____ Date Disposed: _____

Reason for Disposition: _____

How Disposed:

Traded In: _____

If so, on what purchase? _____

Sold: _____

If so, to whom and sale price? Listed on: Purple Wave, Public Surplus, or Other? _____

Scrapped: _____

Reason: Outdated/Old _____

No longer of value _____

Can't sell _____

Did you receive money for it? Yes or No

If so, to whom, and sale price? _____

Transferred to: Department _____

Capital Asset Replacement Determination

Cost of Original Asset: \$ _____ Replacement Asset Cost: \$ _____

Remaining Life of Asset: _____ Years Life of New Asset _____ Years

Estimated Value of Asset (if Sold): \$ _____

Estimated Value of Asset (if Scrapped): \$ _____

Estimated Cost to Repair Asset: \$ _____

Reason for Repair: Needs updating Worn Out Broken Better
Performance/Functioning

Replace or Repair Determination:

Is the estimated cost to repair the asset more than 20% of the original cost and at least 15% of the replacement cost?

_____ Yes -- Replace the asset.

_____ No -- Continue on.

Would the estimated amount received from the sale of the asset or from scrapping, added to the estimated cost to repair the asset, be more than 20% of the original cost and at least 15% of the replacement cost?

_____ Yes -- Replace the asset.

_____ No -- Repair the asset.

If no, have there been any other major repairs in the past 2-3 years that would cumulatively warrant asset replacement?

CASH MANAGEMENT POLICY

Purpose

All aspects of financial management benefit significantly from strong internal controls, but none more than revenues and cash. Effectively managing cash helps create a sustainable financial position and helps ensure sound financial practices. This policy establishes a framework from which all City departments and employees may work to maintain effective controls and practices including compliance with federal, state and local requirements and industry standards. It also incorporates GFOA's best practices that will allow the City to meet present needs without impairing its ability to meet its future needs by depleting resources.

This policy outlines the administrative policies with respect to the management of cash throughout the City. This includes all cash handling activities including deposits, disbursements, and other transactions. All employees of the City with cash handling responsibilities shall conduct all cash handling activities in compliance with rules and guidelines set forth by this Policy and by their respective departmental cash handling procedures. Any deviation from this Policy must be approved by the Finance Director, and detailed in written departmental cash handling procedures. Failure to follow any of these procedures may result in employee discipline, up to and including termination of City employment.

Cash Management Policies

The purpose of the cash management function is to fulfill the fiduciary responsibilities of the City and its departments in handling and safeguarding of cash.

The following elements of cash management will be specifically addressed:

- Segregation of cash related duties
- Responsibilities of cash handling employees
- Timely receipts and deposits
- Scheduling disbursements
- Investing idle cash
- Reducing the need to borrow by building reserves.
- Determine the timeliness of debt issuance to ensure available cash for capital improvements
- Periodic independent verification through an annual audit performed by external auditors
- Bonding the City Treasurer and Finance Director

Cash Management Responsibilities

A. Finance Director's Office

1. Establish an adequate internal control system over City cash and cash equivalents.
2. Establish clearly written and approved procedures for all areas of cash handling operations.
3. Review the departmental cash handling procedures to ensure compliance
4. Upon request, assist departments with developing controls to mitigate the potential effect of exceptions or deviations from this policy.
5. Approve the establishment of change funds, included related amount of the fund.
6. Approve others authorized to inspect/review cash handling operations.
7. In the event of loss, determine who needs to be notified within the City and for reporting the fraud to the appropriate personnel.
8. Coordinate and collaborate with the Police department where appropriate.
9. Conduct random, unannounced reviews/audits.
10. Establish and/or approve all City bank accounts and purchasing accounts for the City.
11. City Treasurer and Finance Director must have the ability to be bonded.

B. Department Heads

1. Ensure the safeguarding of City funds.
2. Ensure procedures are in place to comply with this Policy and assume accountability for exceptions and deviations from this Policy.
3. Authorize each employee that has been assigned to designated cash handling positions to perform those duties after being trained in the department's cash handling procedures.
4. In the event of loss, immediately report fraud to the Finance Director.

C. Cash Handler

1. Use due diligence in handling City assets so that reasonable protection is provided to those assets at all times.
2. Report to their Department Head, who should in turn alert the Finance Director, of any instance where a City employee has knowledge or suspicion of a defalcation or dishonest act by another City employee.
3. Request permission of the Finance Director to open any bank accounts in the City's name or with any affiliation with the City due to employment with the City.

Cash Management Controls

A. General Cash Controls

1. All City bank accounts shall be carried in the name of the City with additional secondary designations within the bank account name as to purpose of the bank account, where appropriate. The only exception to this would be any account which requires distinct wording due to legal restrictions placed on it.
2. The Finance Department is responsible for creating and closing bank accounts and determining if an additional bank account is necessary.
3. All employees with access to cash funds shall be covered under the City's Commercial Crime or Employee Dishonesty Insurance Policy as prescribed by the City Clerk who handles the City's risk management policies. In addition, the Finance Director and City Treasurer is required to carry separately bonded policies in accordance with Sections 115.210 and 115.440 of the City Code.
4. Cash handling sites shall have an individual designated by the Department Head as custodian with specific responsibility for cash handling at the respective locations during all shifts.
5. The number of employees with access to cash shall be limited for internal control purposes. Efforts shall be made for the physical separation of duties and responsibilities between the cash custodian and that of the individual or individuals that perform the accounting and recordkeeping function pertaining to cash.
6. The City will encourage the use of wire, ACH, direct deposits, and other electronic forms of receipts, deposits, and payments whenever possible to reduce the risk of error, reduce the opportunity for misappropriation, reduce the level of returned checks, and ensure more rapid turn-around time on receivables.
7. The City will establish segregation of duties so that no one employee has responsibility for every phase of cash receipting and depositing, disbursement, reconciliation, and reporting of cash transactions.
8. Where the separation of responsibility is precluded due to limited available personnel, the supervisor shall perform specific verification steps for sound cash handling controls. The supervisor shall not be involved in the original transaction steps which are to be verified. Departments should confer with the Finance Department to establish other mitigating controls where separation of responsibility is precluded.
9. At least two people per cash handling site shall be involved in the cash handling process unless otherwise authorized by the Finance Director.
10. Where possible, cash handling duties shall be rotated on a periodic basis. This can help to prevent departments from becoming dependent upon one person for a particular function and can make it easier to identify and correct procedural weaknesses and breaches.

11. When practicable, cash handling sites will have videotaped surveillance, and/or electronic microphone recording installed.
12. Physical protection of cash through the use of bank facilities, locked cash boxes, locked cash bags, locked drawers, and secured car transport (police transfer of cash) will be used at all times. The Finance Director in conjunction with other Department Heads, shall assess the reasonableness, practicality, and security in determining the use of the police transfer of cash bags.
13. In general, collections in the field are prohibited unless specifically authorized by the Finance Director.
14. Cash on the premises will be held to a minimum to reduce the amount of idle cash that is available, as well as for cash control purposes. Deposits shall be made within twenty-four hours. The Finance Director, in conjunction with departments, shall assess the reasonableness, practicality, and security in determining the timing for deposits, especially when deposits exceed the twenty-four hour time requirement noted above. Careful consideration will be given to the risk involved with holding idle cash in the department versus the cost to make more frequent deposits.
15. Authorized personnel within the department who do not have custodial accounting or recording duties and responsibilities, shall conduct periodic examination, count or other review of cash.

The Finance Department may also conduct random unannounced reviews and/or audits.

B. Safeguarding Funds

1. Access to the cash drawer is limited to only one or two persons. Each cash drawer shall be counted and balanced at the beginning and ending of each day. Any overages or shortages should be immediately documented on a daily log.
2. All counting of money should be kept out of public view.
3. All monies should be secured after hours in the vault. Vault combinations should be limited to the smallest number of individuals practicable, given the business needs of the work unit.
4. Vault or safe combinations should never be written down in the cash-handling area. Safe combinations held by individuals who serve as back up to the everyday users of the safe, who may need to write down this combination should keep the combination offsite.
5. When an individual who knows the vault or safe combination leaves the City employment, the safe combination should be changed promptly.
6. An individual may not serve in a City cash-handling capacity with criminal history record information that reveals a recent (within the last ten years) and relevant (theft conviction of any kind) conviction.

7. Change funds shall be established by the Finance Director and will be strictly revolving funds and require no replenishment. Change funds are established for the purpose of making change where cash is collected and shall not be used for petty cash purchases, loans, advances or check cashing.
8. Change funds are not to be commingled with any other monies.
9. Change funds that are no longer needed to conduct the business for which they were established are to be returned to the Finance Department within 48 hours from the time it is determined that they funds are no longer required. They shall be deposited at the depository bank within the next daily deposit.

C. Receipting of Payments

1. Cash handlers shall be watchful for counterfeit bills, checks, etc.
2. Checks, traveler's checks, money orders and other negotiable financial instruments shall be endorsed as they are received.
3. All handwritten receipts shall be pre-numbered to account for lapses in sequence.
4. All checks shall be made payable to the City of Washington and shall be accepted only in the amount of the sale or transaction. Checks may not be written for more than the amount due to the City except for accounts receivable customers who wish to pay in advance on their accounts. Under no circumstances should any checks be cashed/and or substituted for cash on hand.
5. Only pre-printed temporary checks will be accepted by cash handlers.
6. Post-dated, third-party or payroll checks will not be accepted.
7. All departments with cash operations shall maintain a permanent collection record, such as a cash register tape, that has the record of all transactions including voids, refunds or cancellations. All revenues collected shall have a receipt or other proof of sale issued to the customer at the point of sale or collection whether handwritten or electronically generated.

There shall be a means of capturing and summarizing daily transactions, which will be reconciled to the amount deposited.

D. Deposits

1. The general operating standard for depositing with the depository bank shall be within twenty-four hours of receipt. Therefore, any daily funds or accumulation of funds in excess of \$500 received must be deposited daily. At a minimum, weekly deposits must be made even when the weekly accumulation of funds does not exceed \$500. Any exceptions to this must be approved by the Finance Director. All amounts that are not deposited on a daily basis shall be secured in a safe or vault.
2. Each cash handler should reconcile on a daily basis. A formal reconciliation should be prepared by the cashier and then approved by a supervisor or

individual not involved in the daily cash handling activities. The review should confirm that the amount of cash indicated on the reconciliation is accurate. Furthermore, the supervisor should ensure that the total receipts equal the cash totals. Finally, the supervisor should review and approve voids.

3. The City will make a reasonable effort to determine the cause of any shortage or overage and correct it when balancing the daily cash drawer. Significant (over \$10) or frequent overages or shortages must be reported to the Finance Director. Employees experiencing high amounts of overages and/or frequent overages/shortages will be relieved of cashier duties.
4. The cash-handling and accounts receivable functions should be separate.
5. Independent of the cash-handling operation, periodic reconciliation of bank accounts should be performed and reconciling items should be identified. Management information reports should be prepared and submitted to the Finance Director to ensure that all reconciling items are appropriately resolved.
6. Cash receipt documents should be prepared promptly and should be dated the same day as the funds are deposited in the bank. Additionally, the documents should be forwarded to the Finance Department for prompt recording into the general ledger.
7. All security and bid deposits received in negotiable form as well as escrowed funds shall be deposited and held until final disposition is made.
8. All performance bonds shall be kept in the safe in the Finance Department for safekeeping until which time the Engineering department releases the bond and removes it from the safe.
9. Credit card processing and on-line payments will be recorded into the bank account via ACH transfer. Cashiers in the Finance Department will import these transactions reconcile and import these transactions daily into the accounting system along with cash and check transactions.

E. Returned Checks

1. Occasionally, a deposited check may not clear the bank for one of several reasons: non-sufficient funds, account closed, stop payment, funds held, stolen checks, forgery, endorsement, or signature.
2. The Finance Department will attempt to collect the funds for the returned check along with the City's returned check processing fee by mailing a demand letter to the writer of the returned check.
3. Only cash, certified checks or money orders will be accepted for payment of returned checks. Any exceptions to this would need to be approved by the Finance Director or designee.
4. The Finance Assistant and the Accounts Receivable Clerk can waive the check processing fee for unforeseen circumstances such as fraud on the account or death in the family. Any other exceptions must be approved by the Finance Director.

5. If collection efforts are unsuccessful after 10 days from the date of the demand letter, then customer may have service shut off or may be referred to an outside collection agency.

F. Transferring and/or Transporting Funds

1. When transferring funds between cash handlers within a work unit or transporting funds between locations, individual accountability can only be maintained by protecting the chain of custody.
2. A cash count and reconciliation will occur whenever City funds change hands.
3. Whether transferring funds between cash handlers within a work unit or transporting funds between locations, never allow the relinquishing custodian of the cash to leave before the receiving custodian has completed a cash count and reconciliation.
4. Both the relinquishing and receiving custodian of the cash will sign off on the cash count and reconciliation to complete the transfer of funds.
5. All transports of cash between locations will be made in locked transport bags or sealed bank security bags. Couriers will not have keys to the transport bags; only the sending and receiving units will have the keys.

G. General Cash Disbursements

1. The City will ensure that all disbursements will be made in an accurate and timely manner from the City's automated accounts payable system. Any exceptions to this must be approved by the Finance Director.
2. The City will ensure that all disbursements are made in accordance with federal and state regulations, generally accepted accounting principles, and other industry standards, to ensure the availability of cash for disbursement purposes.
3. The City will ensure that all disbursements are made in accordance with applicable federal, state, and local laws, city disbursement policies and procedures, and industry standards.
4. The City will disburse all payments through the Finance Office with proper documentation. At no time is it acceptable to issue payments from a cash register or without proper justification shown through documentation or without appropriate budget appropriation.
5. The City will schedule disbursements in such a manner that sufficient cash will be on hand to avoid overdrafts.
6. There will be two signatories on all checking accounts. Finance Director/Treasurer or City Administrator/Deputy City Treasurer and City Clerk or Mayor
7. The City currently uses electronic signatures for disbursements up to \$4,999.99. For checks over this amount, two manual signatures is required in accordance with #6 above.
8. No member of staff has authority to approve their own reimbursements.

H. Payroll

1. Department heads or designee shall review and approve employee's time and/or payroll changes for their staff but will not prepare payroll checks or other transactions.
2. Staff preparing payroll transactions shall not have approval authority for initiating payroll changes or increasing or decreasing staffing levels.

I. Refunds

1. Cash or credit card refunds are permitted only upon presentation of the receipt or other proof of purchase issued at the point of sale.
2. Check refunds will be issued through the Accounts Payable process. Departments will submit a request to the Finance Department following the purchasing policy guidelines.
3. Refunds shall be completed by charging the revenue General Ledger account that was originally credited

DEBT BOND COMPLIANCE POLICY

ARTICLE I

Definitions

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

"Annual Compliance Checklist" means a questionnaire and/or checklist described in Section 6.1 that is completed each year for a Tax-Exempt Bond issue.

"Bond Compliance Officer" means the Issuer's Finance Director or, if the position of Finance Director is vacant, the person filling the responsibilities of the Finance Director for the Issuer.

"Bond Counsel" means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

"Bond Restricted Funds" means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for a Tax-Exempt Bond issue.

"Bond Transcript" means the 'transcript of proceedings' or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of Tax-Exempt Bonds.

"City Council" means the City Council of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Procedure" means this Bond Compliance Policy and Procedure.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Agreement(s), Continuing Disclosure Undertaking(s), Continuing Disclosure Instructions or other written certification(s) of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB pursuant to SEC Rule 15c2-12 on an ongoing basis for one or more Tax-Exempt Bond issues.

"Cost" or "Costs" means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Exempt Bonds.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Final Written Allocation" means the Final Written Allocation of Bond proceeds prepared pursuant to Section 5.4 of this Compliance Procedure.

"Financed Assets" means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bond issue. "Intent Resolution" means a resolution of the City Council stating (a) the intent of the Issuer to finance all or a portion of the Project Facility, (b) the expected maximum size of the financing and (c) the intent of the Issuer to reimburse the costs paid by the Issuer from proceeds of the Tax-Exempt Bonds.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Washington, Missouri.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Placed In Service" means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

"Project Facility" means all tangible or intangible property financed in whole or in part with Tax-Exempt Bonds that is (a) functionally related or integrated in use, (b) located on the same physical site or proximate sites, and (c) expected to be Placed in Service within one-year of each other.

"Rebate Analyst" means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

"Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

"Tax Compliance Agreement" means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

"Tax-Advantaged Bond(s)" means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer, another political subdivision or government instrumentality, the proceeds of the which are to be loaned or otherwise made available to the Issuer, and the interest on which is taxable to bond owners, but is based on a lower rate due to the advantages of a federal program (such as Build America Bonds). A list of all Tax-Advantaged Bonds outstanding and subject to this Compliance Procedure as of June 1, 2022, is attached as Exhibit A.

"Tax-Exempt Bond(s)" means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer, another political subdivision or government instrumentality, the proceeds of the which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of June 1, 2022, is attached as Exhibit A. For purposes of this Compliance Procedure, any reference to "Tax-Exempt Bond(s)" includes Tax Advantaged Bonds.

"Tax-Exempt Bond File" means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to

- the proceeds of the Tax Exempt Bonds and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
 - (e) Forms 8038-T together with proof of filing and payment of rebate.
 - (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
 - (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
 - (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.
 - (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
 - j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).
 - (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.
 - (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax Exempt Bonds.

ARTICLE II

Purpose and Scope

Section 2.1. Purpose of Compliance Procedure. The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(a) The Issuer recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(b) The Issuer is required under the Continuing Disclosure Undertaking to provide disclosures of certain financial information and operating data and to file notices of certain material events to the marketplace to facilitate informed secondary trading in Tax-Exempt Bonds issued by the Issuer. The Issuer is committed to full compliance with the tax and securities law requirements for all of its outstanding and future tax-exempt financings. This Compliance Procedure is adopted by the City Council to comply with the IRS and SEC directives and to improve tax and securities law compliance and documentation.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Exempt Bonds currently outstanding and all Tax-Exempt Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement, the Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement, the Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement, will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist. The Issuer acknowledges that the Continuing Disclosure Undertaking may also apply to one or more issues of taxable securities issued by the Issuer.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the City Council. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

ARTICLE III

Bond Compliance Officer; Training

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the City Council as necessary, and at least annually review this procedure, making any recommendations for changes or amendments to this Compliance Procedure.

Section 3.2. Training. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding tax-

exempt financing that are relevant to the Issuer. At the time the individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing Bond Compliance Officer is responsible for training the incoming individual acting as Bond Compliance Officer to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

Tax-Exempt Bonds Currently Outstanding

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on Exhibit A.

Section 4.2. Tax-Exempt Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on Exhibit A.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in Article VI to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. If the Bond Compliance Officer determines a deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on Exhibit A, the Bond Compliance Officer will direct the Issuer to follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the City Council and obtaining its approval.

ARTICLE V

Compliance Procedure For New Tax-Exempt Bond Issues

Section 5.1. Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

- (a) Intent Resolution. The City Council will authorize and approve the issuance of Tax Exempt Bonds. Prior to or as a part of this authorizing resolution or ordinance, the City Council may adopt an Intent Resolution.
- (b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(a) Tax Compliance Agreement. For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be signed by the Bond Compliance Officer. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance by the Issuer, (3) for new money financings — require the Issuer to complete a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(b) Preliminary Cost Allocations. For new money financings, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and, when necessary, will break-out the portions of the Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the "Financed Assets") and the portions, if any, expected to be financed from other sources.

(c) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance

Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax Exempt Bonds.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Allocation for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File. The Annual Reports, other reports and notices of certain material events filed by the Issuer with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation: Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax Exempt Bonds to expenditures and identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Issuer or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VI

Ongoing Monitoring Procedures

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedure set out in Section 4.4 to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and timing of rebate or yield reduction computations.

ARTICLE VII

Continuing Disclosure

Section 7.1. Annual Disclosure Filings. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the financial information and operating data required to be included in the Annual Report to be filed by the Issuer with the MSRB on EMMA. The Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the timeframe provided in the Continuing Disclosure Undertaking for the Tax Exempt Bonds.

Section 7.2. Material Event Disclosure Filings. For each outstanding issue of Tax-Exempt Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the "material events" that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the following events with respect to the Tax-Exempt Bonds represents a "material event:"

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (11) bankruptcy, insolvency, receivership or similar event of the obligated person;

- (12) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (13) appointment of a successor or additional trustee or the change of name of the trustee, if material.

After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring disclosure, the Bond Compliance Officer will contact Bond Counsel to determine if notice of the event is required to be given to the MSRB under the Continuing Disclosure Undertaking. If it is determined that notice should be provided to the MSRB or is required to be provided to the MSRB by the Continuing Disclosure Undertaking, the Bond Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel.

EXHIBIT A

TAX-EXEMPT BONDS COVERED BY THIS COMPLIANCE PROCEDURE:

1. Certificates of Participation (City of Washington, Missouri, Lessee), Series 2019

TAX-ADVANTAGED BONDS COVERED BY THIS COMPLIANCE PROCEDURE:

1. Sewerage System Revenue Bonds (State Revolving Fund Program), Series 2007

DEBT MANAGEMENT POLICY

Purpose

The City of Washington has enacted the following policies in an effort to standardize and rationalize the issuance and management of debt. The City's primary objective is to establish conditions for the use of debt and to create procedures and policies that minimize the City's debt service and issuance costs, retain the highest practical credit rating, and maintain full and complete financial disclosure and reporting. The policies apply to all general and limited obligation debt issued by the City of Washington, including bonds, notes, leases, debt guaranteed by the City, and any other forms of indebtedness. This policy applies to debt issued directly by the City and debt issued on behalf of the City by its agencies. This policy also provides guidelines regarding the execution of capital leases between conduit issuers and the City to finance capital improvement projects.

Regular, updated debt policies are an important tool to ensure that City resources are used to meet its commitments, to provide needed services to the citizens of Washington, and to maintain sound financial management practices. These policies are therefore guidelines for general use, and allow for exceptions in extraordinary conditions.

The City will manage its cash to help prevent any borrowing to meet needed operating expenses and will seek to incur debt for capital financing only. When possible and as cash is available, the City will use a pay-as-you-go approach to purchase smaller capital items. The City will maintain its fund balance reserves according to the City's fund balance policy and only use reserves in the event of an emergency.

Creditworthiness Objectives

Credit Ratings: The City of Washington seeks to maintain the highest possible credit ratings for all categories of short and long-term debt that can be achieved. This will be accomplished without compromising delivery of basic City services, by following adopted City policy objectives, and by complying with Missouri and Federal law. In addition, the City will maintain communication with bond rating agencies to keep them abreast of its financial condition by providing them with the City's Annual Comprehensive Financial Report.

Financial Disclosure: The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial information. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis. Official statements accompanying debt issues, Annual Comprehensive Financial Reports, and continuous disclosure statements will meet (at a minimum), the standards articulated by the Municipal Securities Rulemaking Board (MSRB), the Governmental Accounting Standards Board (GASB), the National Federation of Municipal Analysts (NFMA), the Securities and Exchange Commission (SEC) and Generally Accepted Accounting

Principles (GAAP). In addition, the City has considered Government Finance Officers Association (GFOA) “best practices” in this debt policy and will incorporate any ongoing changes in the future. The City’s Finance Department shall be responsible for ongoing disclosure and for maintaining compliance with continuing disclosure requirements promulgated by state and federal regulatory bodies.

Capital Planning: To enhance creditworthiness and prudent financial management, the City of Washington is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to systematic capital planning will be demonstrated through annual update and adoption of the City’s Ten-Year Capital Improvement Program (CIP).

Debt Limits: The City will keep outstanding debt within the limits prescribed by the Missouri Constitution and state laws and at levels consistent with its creditworthiness objectives.

Types of Permitted Debt

The City has numerous choices regarding types of debt available to meet its financing objectives. The following is a listing of the types of permitted debt and general guidelines as to their use.

General Obligation Bonds (G.O.): These bonds provide the investor with its most secure City transaction because of the City’s pledge of its unlimited authority to levy property taxes for debt service.

The sum of all G.O. debt outstanding (regardless of type) is governed by the City’s constitutional legal debt margin. Article VI, Sections 26(b) and 26(c) of the Constitution of Missouri, limit the net outstanding amount of authorized general obligation bonds for a city, exclusive of neighborhood improvement district bonds and notes, to 10 percent of the assessed valuation of the city. Article VI, Sections 26(d) and 26(e), however, provide that a city may, with the required voter approval, issue general obligation bonds in an amount not to exceed an additional 10 percent of assessed valuation for the purpose of acquiring rights-of-way; constructing, extending and improving streets and avenues; constructing, extending and improving sanitary or storm sewer systems; or purchasing or constructing waterworks or electric light plants. This additional 10 percent is permitted provided that the total general obligation indebtedness of a city, including neighborhood improvement district bonds and notes, does not exceed 20 percent of the city’s assessed valuation. The City must obtain voter authority to issue these bonds.

Revenue Bonds: These bonds may be issued to fund proprietary activities that generate adequate revenue sources from user fees to support operations and debt service requirements. These bonds will include written legal covenants which require that a dedicated revenue source be adequate to fund annual operating expenses and annual debt service requirements.

Leasehold Obligations: These are structured as a lease-purchase agreement where the City enters into an agreement to pay a fixed amount annually to a third party, subject to annual appropriation. These are commonly known as Certificates of Participation (COPs). These do not require voter approval.

Conduit Debt: Conduit debt is a bond or other debt obligation issued by the City to finance a project for use by a third party. This arrangement is typically used for nonprofit organizations. The term “conduit” refers to the fact the issuer assumes no commitment to pay or guarantee payment of the debt service underlying the debt. As a result, these bonds are not included in the City’s debt burden.

Capital Leases: Capital leases may be used to purchase buildings, equipment, furniture and fixtures. The term of any capital lease shall not exceed the useful life of the asset leased.

BANs/TANs/GANs/RANs: Bond Anticipation Notes (BANs), Tax Anticipation Notes (TANs), Grant Anticipation Notes (GANs) or Revenue Anticipation Notes (RANs) are examples of short- term borrowing instruments.

Other Debt: Bank loans, lines of credit, and other short-term debt will be considered when the amount of funding is under \$10 million and payoff is typically shorter than 5 years.

Special Assessment or Special Improvement Bonds involves an assessment on levied properties benefitting from project.

Tax Increment Financing (TIF) involves establishing a district where debt service is paid from incremental tax revenue which is created in the district. Other economic debt options such as Neighborhood Improvement District (NID), Transportation Development District (TDD) and Community Improvement District (CID) are all public financing methods which involve formation of a district. Each of these options would be handled on a case-by-case basis by the City depending on the needs at the time.

City Uses of Debt

Capital Financing: The City normally will rely on internally generated funds and/or grants and contributions from other governmental entities or agencies to finance its capital needs. Debt will be issued for a capital project when it is an appropriate means to achieve a fair allocation of costs between current and future beneficiaries or in the case of an emergency. In general, debt shall not be used for projects solely because insufficient funds were budgeted at the time of acquisition or construction.

Asset Life: The City will consider long-term financing for the acquisition, maintenance, replacement, or expansion of physical assets (including land) only if those assets have a useful life of at least five years. Debt will be used only to finance capital projects and equipment, except in case of an emergency. Debt will only be issued for periods less than or equal to the useful lives of the assets or projects to be financed.

Debt Guarantees: To the extent allowed by federal and state law and that does not negatively impact the City's creditworthiness, the City may consider, on a case-by-case basis, the use of its debt capacity for capital projects benefiting the City by authorities or other special purpose units of government.

Debt Standards and Structure

Length of Debt: Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users.

Debt Structure: Debt will be structured to achieve the lowest possible net cost to the City given then-prevailing market conditions, the urgency of the capital project, and the nature and type of security provided. Moreover, to the extent possible, the City will structure the repayment of its overall debt so as to recapture rapidly its credit capacity for future use. Whenever possible and/or feasible, the City will seek to structure debt service schedules with level principal and interest costs – over the life of the debt.

“Backloading” of costs will be considered only when natural disasters or extraordinary or unanticipated external factors make the short-term cost of the debt prohibitive, when the benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present, when such structuring is beneficial to the City's overall amortization schedule, or when such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.

Fixed Rate Debt: The City will generally issue its debt on a fixed interest rate basis.

Variable Rate Debt: The City may choose to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of the securities, consistent with state and federal law, covenants of pre-existing bonds, and depending on market conditions. The City will have no more than 15% of its outstanding debt in variable rate form.

Subordinate Debt: The City shall issue subordinate debt only if it is financially beneficial to the City or consistent with creditworthiness objectives.

Derivatives: The City will consider the use of derivative products on a case-by-case basis and consistent with state and federal law and financial prudence.

Refundings: Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered when it is in the best financial interest of the City to do so and usually if and when there is a net economic benefit of the refunding or the refunding is essential in order to modernize covenants essential to operations and management of City facilities. In general, refundings for economic savings will be undertaken when a net present value savings of at least 2%-3% of the refunded debt can be achieved. Current refundings that produce a net present value savings of less than this will be considered on a case-by-case basis. Refundings with negative savings will not be considered unless there is a compelling public policy objective.

Refunding for restructuring purposes will be limited to restructuring to alleviate debt service during difficult budgetary years, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants and will be considered on a case-by-case basis.

BANs/TANs/GANs/RANs: Use of these instruments will be undertaken only if the transaction cost plus interest on the debt are less than the cost of internal financing, or available cash is insufficient to meet working capital requirements. Any negotiable note issued by the City will be payable within one year from the issuance date.

Credit Enhancement: Credit enhancement (letters of credit, bond insurance, sureties etc.) may be used, but only in cases where the net debt service payments on the debt secured thereby will be reduced by more than the costs of the credit enhancement.

Conduit Debt: The City may issue special limited obligations of the City, on behalf of another party, for the express purpose of providing capital financing for a specific third party that is not a part of the City's financial reporting entity. These bonds will not constitute a debt or pledge of the faith and credit of the City.

Debt Administration and Process

The following policies apply to all City debt issuance, including all general obligation and revenue bonds, except where specifically noted.

Investment in Bond Proceeds: All general obligation, revenue, and leasehold obligation proceeds shall be invested consistent with existing state and federal law and the City's investment policies.

Costs and Fees: Whenever feasible, bond proceeds should include sufficient funds to cover all costs and fees related to issuance of the bonds.

Methods of Sale:

Competitive Sale: Competitive Sale Bonds are marketed to a wide audience of investment banking (underwriting) firms. Their bids are submitted at a specified time. All competitive sale bonds of the City will be sold at a public sale through a competitive bidding process. Bids will be awarded on a true interest cost (TIC) basis, provided other bidding requirements are satisfied. The underwriter is selected based on its bid for its securities. In such instances where the City deems the competitive bids received unsatisfactory, it may reject all bids.

Negotiated Sale: The City selects the underwriter or group of underwriters of securities in advance of the bond sale. The Finance Director works with the Municipal Financial Advisor and/or underwriter to bring the issue to the market and negotiates all rates and terms of the sale. In advance of the sale, the City determines compensation and liability of each underwriter employed and the designation rules and priority of orders under which the sale itself will be conducted (e.g. retail, group net, net designated, etc). The

Finance Director and City Administrator are authorized to sign the bond purchase agreement on behalf of the City fixing the interest rates on bonds sold on a negotiated basis. Negotiated sales of debt other than bonds will be considered in circumstances when the complexity of the issue requires specialized expertise, when a change of underwriter may result in losses, when the negotiated sale would result in substantial savings in time or money, or when market conditions or City credit are unusually volatile or uncertain.

Private Placement: The City sells its bonds to a limited number of sophisticated investors, and not the general public. The City has issued private placement bonds in the past to a small group of local banks usually when the funding is less than \$5 million.

Selection of Service Providers:

The City recognizes the nature of the municipal bond industry such that specialized consultants may need to be retained. The City will strive to retain those consultants who will best advise them on individual issues and the overall City debt program in a manner which will most advantageously position the City on both a short and long-term basis. In general, a competitive selection process will be used in the retention of consultants; however, the Finance Director may also directly engage consultants on a case-by-case basis.

Professional service providers selected in connection with the City's capital planning and debt issuance program may be chosen through a request for qualifications process. If this process is used, the request for qualification process will be designed to select providers that offer the City the best combination of expertise and price. The objectives of the process will be to promote competition, independence, cost-effectiveness and to result in the selection of the most qualified firm(s).

Municipal/Financial Advisors: When deemed necessary, the Finance Director may select a Municipal Financial Advisor to assist them on a case-by-case basis with debt issuance or other related matters.

Underwriters: For all negotiated sales, underwriters or purchasers will be required to demonstrate sufficient capitalization and experience related to the debt issuance and, if the debt is to be underwritten, a strong ability to market the debt securities. Underwriters or purchasers in a negotiated sale are to be held accountable, after the sale of the debt securities is complete, by demonstrating to City staff and the City Council how the firm achieved the most favorable interest rate possible for the City, given market conditions at the time the debt securities were purchased or underwritten.

For more complex negotiated bond issues, the City may engage both a Senior Manager underwriter and a Co-Manager. This will be decided on a case-by-case basis by the Finance Director.

Bond Counsel: The City will retain nationally recognized bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel

affirming that the City is authorized to issue the debt, stating that the City has met all state constitutional and statutory requirements necessary for issuance, and determining the debt's federal and state income tax status. Bond counsel will be required to have comprehensive municipal debt experience in the State of Missouri.

Compensation for Services: Compensation for bond counsel, underwriter's counsel, financial advisors, and other financial-related services will be as low as possible, given desired qualification levels, and consistent with industry standards. Compensation will be calculated using an hourly or retainer basis instead of contingent basis.

Arbitrage: The City's Finance Department shall be responsible for maintaining a system of record keeping and reporting that meets the arbitrage rebate compliance requirements of the federal tax code. The City may use Bond Counsel to calculate annual arbitrage to insure compliance. Any resulting positive arbitrage will be rebated as necessary according to Federal guidelines.

Post-Compliance: The City has adopted a Bond Compliance policy to insure that all post-compliance requirements are met. In addition, the City at times hires Bond Counsel to prepare annual reports to meet these requirements.

FUND BALANCE POLICY

Purpose

The City of Washington has enacted the following policy in an effort to ensure financial security through the maintenance of a healthy reserve fund that guides the creation, maintenance, and use of resources for financial stabilization purposes. The City's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The City of Washington also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of a healthy fund balance. This policy is also being adopted to conform to GASB Statement No. 54—Fund Balance Reporting and Governmental Fund Type Definitions. As GASB 54 states, this policy impacts only governmental funds and does not impact proprietary funds, fiduciary funds, or government-wide funds.

Definitions

Fund balance-The excess of assets over liabilities in a governmental fund.

Nonspendable fund balance-The portion of a governmental fund's net assets that are not in a spendable form (such as inventory, prepaids and long-term receivables) or are legally or contractually required to be maintained intact.

Restricted fund balance-The portion of a governmental fund's net assets that are constrained to specific purposes by their providers (such as creditors, grantors,

bondholders, and higher levels of government) either externally imposed restrictions or imposed by law through constitutional provisions or by enabling legislation.

Committed fund balance- The portion of a governmental fund's net assets that are constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purposes unless the government takes the same highest-level action to remove or change the constraint.

- The City of Washington's highest level of decision making authority is the City Council.
- City Council will determine amounts to be committed initially during the budget process with the Ordinance accepting the annual budget. Should the balance fall below the committed amount, the board will identify a plan to restore the committed fund balance to its target as part of the budget process.
- City Council may at any time throughout the budget year, establish, modify or rescind fund balance commitments by passing an Ordinance.

Assigned fund balance-The portion of a governmental fund's net assets that the City intends to use for a specific purpose, intent expressed by the governing body or by an official to which the governing body delegates the authority.

- The City Council designates authority to assign fund balance to the City Administrator or Finance Director who will determine the proper amounts to be assigned for purposes as they determine necessary.

Unassigned fund balance-Amounts that are available for any purpose, these amounts are reported only in the General Fund.

Policy Statement

The Fund Balance of the City's General Fund and Enterprise Funds are to be maintained to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The target is for unassigned fund balance to be 20-40% of annual operating expenditures. The minimum unassigned fund balance in the General Fund shall be 20% of the annual operating expenditures (excluding transfers, debt service and capital outlay) and the minimum in the Enterprise Funds shall be 25% of the annual operating expenditures (excluding transfers, debt service and capital outlay). Should the balance fall below the minimum set, the City will identify a plan to restore the Fund Balance within 3 fiscal years to its target amount as part of the annual budget proposal. Special revenue funds are not subject to the minimum fund balance policy since the special revenue source used to establish the fund supports the fund 100% and expenditures are only budgeted up to the amount of revenue available to spend. Capital and debt service funds are not subject to the minimum fund balance policy since by

nature they do not have operating expenditures or have minimal expenditures. Even though not required, the City may calculate the minimum target for these funds for annual budget planning purposes.

The City's basic goal is to maintain annual expenditure increases at a conservative growth rate, and to limit expenditures to anticipated revenues in order to maintain a balanced budget. The decision to set and retain a minimum unassigned fund balance stems from the following considerations:

- It provides adequate funding to cover approximately 3 months of operating expenses.
- It provides the liquidity necessary to accommodate the City's uneven cash flow, which is inherent in its periodic tax collection schedule.
- It provides the liquidity to respond to contingent liabilities.
- The Government Finance Officers Association recommends the General Fund unrestricted fund balance to be maintained at a minimum level of 2-3 months of regular operating revenues or expenditures.

Fund balance may be utilized under the following conditions:

- To draw down the City's fund balance to the recommended funding rate by using these funds for capital expenditures, long-term obligations, or debt service needs.
- To respond to emergency funding necessities that are not expected to occur routinely. Examples of an emergency funding necessity is:
 - A revenue shortfall resulting from a natural disaster or man-made emergency resulting in more than a 50% decrease in total revenue of a particular fund for more than 3 consecutive months.
 - If annual growth in certain economic indicators (ie. cost of living) is expected to fall below 1 % or is close to no growth at all.

The City will spend the most restricted dollars before less restricted in the following order, except as noted above:

- a. Non-spendable (if funds become spendable)
- b. Restricted
- c. Committed
- d. Assigned
- e. Unassigned

Amounts encumbered for a specific purpose which have not been previously restricted, should be classified as either committed or assigned based on the criteria for each.

Fund Type Definitions

Special Revenue Funds—To account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term “proceeds of specific revenues sources” establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund and this sources or sources should comprise a substantial portion of the inflows reported in the fund.

Capital Project Funds—To account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays including the acquisition or construction of capital facilities and other capital assets.

Debt Service Funds—To account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

IDENTITY THEFT PREVENTION PROGRAM

I. Program Adoption

The City of Washington, Missouri ("Utility") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's Red Flags Rule ("Rule"), which implements Section 114I of the Fair and Accurate Credit Transactions Act of 2003. 16 C. F. R. § 681.2. After consideration of the size and complexity of the Utility's operations and account systems, and the nature and scope of the Utility's activities, the City Council determined that this Program was appropriate for the City of Washington, Missouri and therefore originally approved this Program and adopted it on February 17, 2009.

II. Program Purpose and Definitions

A. Fulfilling requirements of the Red Flags Rule

Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

B. Red Flags Rule definitions used in this Program

The Red Flags Rule defines "Identity Theft" as "fraud committed using the identifying information of another person" and a "Red Flag" as a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.

According to the Rule, a municipal utility is a creditor subject to the Rule requirements. The Rule defines creditors "to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors."

All the Utility's accounts that are individual utility service accounts held by customers of the utility whether residential, commercial or industrial are covered by the Rule. Under the Rule, a "covered account" is:

1. Any account the Utility offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account the Utility offers or maintains for which there is a reasonably fore-seeable risk to customers or to the safety and soundness of the Utility from Identity Theft.

"Identifying information" is defined under the Rule as "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

The Program Administrator shall be the Finance Director.

III. Identification of Red Flags

In order to identify relevant Red Flags, the Utility considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with Identity Theft. The Utility identifies the following red flags, in each of the listed categories:

A. Notifications and Warnings from Credit Reporting Agencies

Red Flags

1. Report of fraud accompanying a credit report;
2. Notice or report from a credit agency of a credit freeze on a customer or applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant; and

4. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.

B. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
4. Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social security number presented that is the same as one given by another customer;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
8. A person's identifying information is not consistent with the information that is on file for the customer.

D. Suspicious Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use (example: very high activity);
4. Mail sent to the account holder is repeatedly returned as undeliverable;
5. Notice to the Utility that a customer is not receiving monthly statements and/or other mail sent by the Utility;
6. Notice to the Utility that an account has unauthorized activity;

7. Breach in the Utility's computer system security; and
8. Unauthorized access to or use of customer account information.

E. Alerts from Others

Red Flag

1. Notice to the Utility from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

IV. Detecting Red Flags

A. New Accounts

In order to detect any of the Red Flags identified above associated with the opening of a new account, Utility personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect

1. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, phone number, social security number, or driver's license number, or other identification;
2. Verify the customer's identity (for instance, review a driver's license or other picture identification card);
3. Require proof of address (for instance, different utility bill, lease/rental contract, closing statement);
4. Review documentation showing the existence of a business entity; and
5. Independently contact the customer.

B. Existing Accounts

In order to detect any of the Red Flags identified above for an existing account, Utility personnel will take the following steps to monitor transactions with an account:

Detect

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email or online) by requesting specific pieces of personal identifying information;
2. Verify the validity of requests to change billing addresses by requesting proof of address (for instance, different utility bill, lease/rental contract, closing statement);
3. Verify changes in banking information given for billing and payment purposes; and

4. If applicable, require the establishment of security questions during the initial setup of the account for online and automated phone system access of utility account.

V. Preventing and Mitigating Identify Theft

In the event Utility personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate

1. Continue to monitor an account for evidence of Identity Theft;
2. Contact the customer;
3. Change any passwords or other security devices that permit access to accounts;
4. Not open a new account;
5. Close an existing account;
6. Reopen an account with a new number;
7. Notify the Program Administrator for determination of the appropriate step(s) to take;
8. Notify law enforcement; or
9. Determine that no response is warranted under the particular circumstances.

Protect customer identifying information

In order to further prevent the likelihood of identity theft occurring with respect to Utility accounts, the Utility will take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure;
2. Ensure computer virus protection is up to date;
3. Ensure that office computers are password protected and that computer screens lock after a set period of time;
4. Keep offices clear of papers containing customer information;
5. Ensure complete and secure destruction of paper documents and computer files containing customer information;
6. Require and keep only the kinds of customer information that are necessary for utility purposes;
7. Request only the last 4 digits of social security numbers (if any);
8. Limiting access to accounts to only employees that require access;
9. Ensuring that computer screens are only visible to the employee accessing the account; and
10. Requiring customers to authenticate addresses and personal information rather than account representatives asking if the information is correct.

VI. Program Updates

This Program will be periodically reviewed and updated to reflect changes in risks to customers and the soundness of the Utility from Identity Theft. The Program Administrator will consider the Utility's experiences with Identity Theft situation, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Utility maintains and changes in the Utility's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted and make any proposed changes or recommendations to City Council for approval.

VII. Program Administration

A. Oversight

Responsibility for developing, implementing and updating this Program lies with the Program Administrator or his or her appointee. The Program Administrator will be responsible for the Program administration, for ensuring appropriate training of Utility staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances, and considering periodic changes to the Program.

B. Staff Training and Reports

Utility staff responsible for implementing the Program shall be trained as needed either by or under the direction of the Program Administrator in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.

A report shall be made by utility staff documenting all incidents or suspicions of identity theft. These reports shall be promptly given to the Program Administrator for review.

C. Service Provider Arrangements

In the event the Utility engages a service provider to perform an activity in connection with one or more accounts, the Utility will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

1. Require, by contract, that service providers have such policies and procedures in place; and
2. Require, by contract, that service providers review the Utility's Program and report any Red Flags to the Program Administrator.

INVESTMENT POLICY

I. Purpose

Effective cash flow management and cash investment practices are essential to good fiscal management. This policy provides guidelines for the prudent investment of the City's temporarily idle cash in all Funds, and outline the policies for maximizing the efficiency of the City's cash management system. The investment program shall be operated in conformance with governing legislation and other legal requirements.

II. Scope

This policy applies to the investment of all funds of the City of Washington. Longer-term funds including investment of employee's retirement funds and proceeds from certain bond issues are covered by those contractual agreements rather than this policy. For purposes of this policy, investment portfolio includes all City investments except any pension investments and municipal bond proceeds.

Pooling of Funds--Except for cash in certain restricted and special funds, the City of Washington may consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

External Management of Funds—Investment through external programs, facilities, and professionals operating in a manner consistent with this policy will constitute compliance.

III. Objectives

The primary objective is to provide guidelines for insuring the safety of funds invested while maximizing investment earnings to the City. The three principles of investment activities, Safety, Liquidity and Yield, will be considered, in the order specified, when making investment decisions.

1. **Safety** of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - a. **Credit Risk**, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by only investing in very safe or "investment grade" securities and when feasible, diversifying the

portfolio so that potential losses on individual securities will be minimized.

- b. **Interest Rate Risk**, defined as market value fluctuations due to overall changes in interest rates. The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:
 1. Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 2. Investing operating funds primarily in shorter-term securities, money market funds, or similar pools.
2. **Liquidity** refers to the ability to convert an investment to cash promptly with minimum risk of losing some portion of principal or interest. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands can not be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements or overnight investments that offer same-day liquidity for short-term funds.
3. **Yield** is the average annual return on investment based on the interest rate, price, and length of time to maturity. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall be held to maturity with the following exceptions:
 1. A security with declining credit may be sold early to minimize loss of principal.

2. A security swap would improve the quality, yield, or target duration in the portfolio.
3. Liquidity needs of the portfolio require that the security be sold.

IV. Standards of Care

1. **Prudence** – The standard of prudence to be used by investment officials shall be the “uniform prudent investment act” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided the following requirements are met.
 - Deviations from expectations are reported in a timely fashion to the City Council.
 - Liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital and probable income to be derived.

2. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.
3. **Delegation of Authority** – Authority to manage the investment program is hereby delegated to the City Treasurer and Deputy City Treasurer. Responsibility for the operation of the investment program is hereby

delegated to the Finance Officer (Investment Officer), who shall act in accordance with established procedures and internal controls for the operation of the investment program consistent with this investment policy. At a minimum, procedures should include references to safekeeping, delivery versus payment, investment accounting, repurchase agreements, wire transfer agreements and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate all investment activities.

V. Investment Transactions

1. Authorized Financial Dealers and Institutions

Financial dealers and institutions, including security broker/dealers, must be creditworthy. Security broker/dealers may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of Financial Industry Regulatory Authority (FINRA) certification.
- Proof of Missouri state registration.
- Certification of having read and understood and agreeing to comply with City’s investment policy.
- Evidence of adequate insurance coverage.

A periodic review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the Finance Director.

2. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the

valuation of costs and benefits requires estimates and judgments by management. The internal control structure will be reviewed annually with the City's independent auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and recordkeeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.

3. Delivery vs. Payment and Safekeeping and Custody

All trades, where applicable, will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities will be held by an independent third-party custodian selected by the City with all securities held in the City of Washington's name. The safekeeping institution shall provide a copy of their most recent report on internal controls (SAS 70).

VI. Authorized and Suitable Investments

1. **Investment Types** – In accordance with and subject to restrictions imposed by the Constitution and the laws of the State of Missouri, the following investments represents the entire range of permissible investments for a political subdivision:

Governmental and Agency Debt—those securities issued by and are guaranteed by the Federal Government or an Agency or Instrumentality of the Federal Government:

- a. U.S. Treasury Securities -- The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. U.S. Agency Securities – The City may invest in obligations issued or guaranteed by any agency of the United States Government. The list includes U.S. Govt. Agency Coupon and

Zero Coupon Securities, U.S. Govt. Agency Discount Notes, U.S. Govt. Agency Callable Securities, U.S. Govt. Agency Step-Up Securities. This list would include but not be limited to the following:

1. Federal Farm Credit Banks (FFCB)
2. Federal Home Loan Bank Mortgage Corporation (FHLMC)
3. Federal Home Loan Bank (FHLB) or its banks
4. Government National Mortgage Association (GNMA)
5. Federal National Mortgage Association (FNMA)
6. Student Loan Marketing Association (SLMA)

Fixed Income Investments secured by the FDIC Insurance and/or Collateral:

- c. Certificates of deposit -- Instruments issued by financial institutions which state that the specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit must be FDIC insured or collateralized by acceptable securities as dictated by State statute.
- d. Repurchase agreements -- The City may invest in contractual agreements between the City and commercial banks. The purchaser in a repurchase agreement enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

Other Fixed Income Debt Issued by Commercial Enterprises: It should be noted that investment in the following instruments require an additional level of care and prudence when undertaken by the Finance Director. Because these investments are in commercial credits as opposed to governmental credit, or subject to the added safety of collateral, the risk of loss of principal is significantly higher for the following investments than in the four prior categories. Added financial training and education is recommended and/or outside professional management of the program is highly recommended.

- e. Banker Acceptances – Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers' acceptances. An issuing bank must have received the highest letter and numerical ranking (ie, A1/P1) by at least two nationally recognized statistical rating organizations (NRSRO's).

Must be issued by domestic commercial banks. Purchases of bankers' acceptances may not exceed 180 days to maturity. No more than 5% of the total market value of the investment portfolio may be invested in the bankers' acceptances of any one issuer and no more than 25% of the entire investment portfolio may be invested in bankers' acceptances.

f. Commercial paper – Commercial paper which has received the highest letter and numerical ranking (ie, A1/P1) by at least two nationally recognized statistical rating organizations (NRSRO's). Eligible paper is further limited to issuing corporations that have a total commercial paper program size in excess of \$500,000,000, have long term debt ratings, if any, of "A" or better from at least one NRSRO, and must be domiciled in the U.S. Purchases of commercial paper may not exceed 270 days to maturity. Approved commercial paper programs should provide some diversification by industry. Additionally, purchases of commercial paper in the industry sectors that may from time to time be subject to undue risk and potential illiquidity should be avoided. The only asset-backed commercial paper programs that are eligible for purchase are fully supported programs that provide adequate diversification by asset type (trade receivables, credit card receivables, auto loans, etc). No securities arbitrage programs or commercial paper issued by Structured Investment Vehicles (SIV's) shall be considered. No more than 10% of the total market value of the investment portfolio may be invested in Commercial Paper of any one issuer and no more than 25% of the entire investment portfolio may be invested in Commercial Paper. Commercial paper issuers must be subject to weekly credit reviews and daily news research and analysis and a monitoring program must be established to promulgate best practices in credit monitoring.

2. **Other Restrictions and Prohibited Transactions:** To provide for the safety and liquidity of the City's funds, the investment portfolio will be subject to the following restrictions:

a. Borrowing for investment purposes ("Leverage") is prohibited.

- b. Instruments known as variable rate demand notes, floaters, inverse floaters, leveraged floaters, and equity-linked securities are not permitted.
 - c. “Derivative” Instruments (e.g. options, futures, swaps, caps, floors, and collars) is prohibited.
 - d. Contracting to sell securities not yet acquired in order to purchase other securities for purpose of speculating on developments or trends in the market is prohibited.
3. **Collateralization** – Certificates of deposit and repurchase agreements are to be properly collateralized with acceptable collateral. The market value (including accrued interest) of the collateral should be at least 100%.

Certificates of Deposit -- the market value of collateral must be at least 100% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation (FDIC).

Repurchase Agreements – The securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve’s Fedwire book entry system. Securities will be delivered to the City’s custodial agent. Funds and securities will be transferred on a delivery vs. payment basis.

All securities, which serve as collateral against the deposits of a depository institution, shall be held by a third-party custodian as evidenced by safekeeping receipts. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

The City shall have a depository contract and pledge agreement with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City’s security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

VII. Investment Parameters

1. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed.

2. Maximum Maturities

The City will attempt to match its investments with anticipated cash flow requirements. Investments in repurchase agreements shall mature and become payable not more than ninety days (90) from the date of purchase. Unless otherwise stated in this policy, all other investments shall mature and become payable not more than five years from the date of purchase. The weighted average maturity limitation shall not exceed four years.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio will be continuously invested in readily available funds such as bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations. Maintaining funds in liquid time investments will allow the City to meet unexpected cash flow needs.

VIII. Reporting

1. Methods

The Finance Director shall prepare an investment report at least annually at the close of the fiscal year including a management summary that provides an analysis of the current investment portfolio and transactions made over the year. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will include the following:

- a. Listing of individual securities held at the end of the reporting period.
- b. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration.

- c. Any monetary gain received from said investments during the reporting period.
- d. Listing of investment by maturity date.
- e. Percentage of the total portfolio which each type of investment represents.

2. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis. In addition, the market value of the portfolio shall be calculated on a regular basis.

IX. Policy Considerations

1. Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Journal Entry Policy

Automatic Journal Entries (System-Generated):

1. Most of the individual accounting modules require clerks to post transactions through the module using system generated journal entries. Clerks post transactions to the individual module then a journal entry number is assigned by the system. After this is done, the system posts the amount to the individual module and sends an amount to the General Ledger module for final automatic posting. Clerks print an End of Day Journal Register report that is filed in the Finance Department.
2. The Finance Assistant views the End of Day Journal Register Report and verifies the date, amounts, account numbers, and funds. Once confirmed, the Finance Assistant initials the report and files with daily documentation.

3. These system-generated entries can not be changed by staff as they are posted automatically by the system. Staff can only review to see if there is anything “out of balance” which would require a call to software support.

Manual Journal Entries:

1. Manual journal entries can be created by anyone but is usually done by someone in the Finance Department. General journal entry forms are used to create the journal entry. All manual journal entries require preparer to initial the journal entry form and attach proper backup documentation. If no backup attached, preparer must document reason for not attaching.
2. The Finance Director or Finance Assistant are the only people with authority to enter journal entries.
3. Finance Assistant receives manual journal entries and reviews journal entry for accuracy, correctness and proper documentation. Next, the journal entry is entered into General Ledger module (Journal Entry Process) and the Finance Assistant confirms that there are no “net differences”. A Journal number is assigned and put on the manual journal entry form for cross referencing. If no “net differences”, Journal Entry Register is printed.
4. Finance Director receives the Journal Entry Register along with all of the manual journal entries and the backup paperwork. Finance Director reviews and initials the manual journal entries in accordance with this policy. In addition, the packet is updated and approved in the General Ledger Module which then posts in the system. The Journal Entry Register is initialed and given back to the Finance Assistant for filing along with the manual journal entries and backup documentation.
5. The City will maintain separate internal controls by keeping preparation, approval, and posting duties segregated. If for any reason the same person does 2 of these functions, someone independent will review and initial manual journal entry and journal post reports to verify correctness and approval of the posted journal entry.
6. The Finance Director and the Finance Assistant roles are interchangeable in order to keep separation of duties for the purposes of this policy. For example, at no time can the same person both prepare and approve their own journal entry.

PURCHASING POLICY

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CHAPTER 1 PURCHASING POLICY

Section 1-1 Introduction

This Purchasing Policy shall provide full information concerning the purchasing strategy, rules, and regulations applicable to the City of Washington. This Policy ensures standardized procedures to provide fiscal control and allow the City to obtain quality goods and services at the lowest possible cost and receive maximum value for each public dollar spent.

Each department head is responsible for the procurement of goods and services necessary for the operations of their respective department, subject to approval levels defined in this policy.

It is the responsibility of each department head to ensure that all purchases are made in a cost-effective manner, and that no funds are expended above appropriated amounts without prior authorized approval.

If any designated individual in this policy will be temporarily unavailable (ie. vacation, short-term leave, etc), before leaving they may appoint a designee during their absence. If any designated individual in this policy is not available due to unforeseen circumstances, a designee shall be recommended by the Finance Director and assigned by the City Administrator or Mayor (segregation of duties and internal control will still be top priority) so the City may continue to function and provide the same level of City services.

A list of forms is provided in the Appendix as a tool for staff to utilize. These forms will be updated as needed to accommodate changes in workflow, staffing, etc. Changes to the forms will be made by internal staff and do not require formal Council Approval.

Section 1-2 Goals

The basic goals of the City of Washington purchasing policy are:

1. Coordinate purchasing activities between various departments, Finance and Administration.
2. Comply with legal requirements of public purchasing.
3. Ensure the integrity of public procurement.
4. Ensure consistent use of purchasing procedures.
5. Provide assurance that equal and impartial treatment will be afforded to all who wish to do business with the City.
6. Receive maximum value for each public dollar spent.
7. Optimize the City's fiscal controls and cash flow.
8. Provide City departments required supplies and services at the time and place

needed in the proper quantity and quality.

If the procedures and guidelines established in this manual are followed, each department will efficiently manage, control, and plan their available resources to meet present and future departmental needs and help the City meet these goals.

The City Administrator will act as the City's Purchasing Agent and the Finance Director will act as the City's Purchasing Coordinator.

Any employee found in violation or not meeting the goals or guidelines set for in this policy, may be subject to disciplinary action, up to and including termination.

Section 1-3 General Guidelines

Planning for purchases should be done on both a short-term and long-term basis. Procurement begins with the preparation of the Annual Budget including the Long-Range Budget Plan. The following guidelines will be considered in all City purchasing:

1. Local Vendors. It is the objective of the City of Washington to purchase products and/or services at the best prices. Whenever feasible, Washington vendors may be contacted. Washington vendors are those businesses possessing a Washington business license, or if a license is not required, located within the city limits of Washington.
2. Missouri Domestic Products Procurement Act. It is the desire of the City to encourage the purchase of products manufactured, assembled, or produced in the United States, if the quality and price are comparable with other goods, in accordance with Chapter 34 of the Missouri statutes.
3. Recycled Products. It is the desire of the City to encourage the purchase and use of products manufactured from recycled materials, if the quality and price are comparable with other goods. Consistent with purchasing and using recycled goods, the City will observe the recycling requirements listed in Chapter 34 of the Missouri statutes whenever feasible.
4. Budgetary Limits. Budget Amendments between line items from the same department with no change in departmental fund balance must be requested using a Departmental Budget Amendment/Adjustment Form (Appendix A) and approved by the Finance Director or the City Administrator. Budget Amendments between departments in the same fund with no change in fund balance must also be requested using a Departmental Budget Amendment/Adjustment Form and be approved by both the Finance Director and the City Administrator. All other budget amendments must be approved by City Council. Department heads contemplating a purchase that will exceed a budgetary account should contact the Finance Director to ensure that provision is made for the necessary budget adjustment prior to initiating the purchase.

5. Best Price. Purchases shall be awarded to the vendor or provider that is deemed to be in the best interest of the City, not necessarily the lowest price. The following criteria will be considered when determining what is in the best interests of the City:

- A. price,
- B. the level or quality of the service or product offered, including green considerations,
- C. the demonstrated ability to provide the service or product,
- D. timeliness of delivery,
- E. location and distance from facility,
- F. level of fit.

To successfully document “best interest”, when purchase is to be made from a vendor other than the low bidder, appropriate justification shall be documented on the Bid/Quote Summary Form (Appendix D) by the requisitioning department.

6. Quality Buying. Vendor selection shall also include consideration of service quality. Quality and service are just as important as price and it is the responsibility of the requisitioning department to secure the best quality for the purpose intended. In some instances, the primary consideration is durability. With other purchases, it may be a question of immediate availability, ease of installation, frequency of repair, or efficiency of operation that must be given primary consideration. The purchase of goods or services that will meet but not exceed the requirements for which they are intended defines quality buying. In the case of motor vehicles and other capital expenditures, departments may want to investigate life cycle costs or repair time turnaround to compare bids/quotes as opposed to utilizing prices as the sole criterion for determining the lowest responsible bidder. It is the responsibility of each department head to become familiar enough with the department to develop specifications and bid/quote analysis which will result in quality buying.

7. Ethics/Bribery. All employees of the City of Washington have chosen to serve the public. No employee shall accept or be influenced in his/her duties by an offer of any payment, gift or favor from any source, other than his/her regular compensation from the City. It is particularly important that employees refrain from accepting gifts where it might be construed as evidence of favoritism or unfair advantage relative to any supplier or vendor. Attempts to influence decisions regarding the expenditure of public funds may be directed towards any employee who has influence over the selection of vendors. The penalty for accepting a bribe will be immediate disciplinary action up to and including termination.

No endorsements of products or services shall be permitted using an employee's name or position or the City's name without the approval of City Council.

Any employee who feels pressured by any City vendor should immediately report the vendor to the Purchasing Agent and Coordinator.

8. Conflicts of Interest. Every officer or employee of the City shall comply with the provisions of Sections 105.450 to 105.496 RSMo. No elected or appointed official or employee of the City shall:

(1) Act or refrain from acting in any capacity in which he is lawfully empowered to act as such an official or employee by reason of any payment, offer to pay, promise to pay, or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to himself or any third person, including any gift or campaign contribution, made or received in relationship to or as a condition of the performance of an official act, other than compensation to be paid by the City; or

(2) Use confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself, his spouse, his dependent child in his custody, or any business with which he is associated;

(3) Disclose confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself or any other person;

(4) Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit to such official or his spouse or dependent children, including but not limited to increases in retirement benefits, whether received from the state of Missouri or any third party by reason of such act. For the purposes of this subsection, "special monetary benefit" means being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected. In all such matters such officials must recuse themselves from acting, except that such official may act on increases in compensation subject to the restrictions of Section 13 of Article VII of the Missouri Constitution; or

(5) Use his decision-making authority for the purpose of obtaining a financial gain which materially enriches himself, his spouse or dependent children by acting or refraining from acting for the purpose of coercing or extorting from another anything of actual pecuniary value.

(6) No elected or appointed official or employee of any political subdivision shall offer, promote, or advocate for a political appointment in exchange for anything of value to any political subdivision.

9. Sales Tax. The City is exempt from paying all local and state sales tax. The Finance Department can provide the necessary exemption documents to any vendor, upon request.

The City's Missouri sales tax exemption number is 12494267, and has no expiration date.

10. Shipping. Shipping, delivery, transportation, installation and similar costs are to be included in determining the best price. Specifications should specify FOB Washington, Missouri. It is important for shipping to be "FOB Washington", for if there is damage during shipment or the goods are defective, the vendor is obligated to rectify the situation.
11. Personal Purchases. Personal purchases for employees by the City generally are prohibited. Exceptions may be made where the Purchasing Agent or Purchasing Coordinator determines that the purchase benefits the City, such as allowing employees to purchase clothing with the City's logo on it, sale of surplus property, etc. If an employee does make a personal purchase, the appropriate amount of applicable sales tax shall be charged and remitted to the State of Missouri. For example, when a police officer retires, he/she may like to purchase the firearm used during City service. In this case, the City Administrator may approve the sale of City property and the City will charge the applicable sales tax rate at purchase time. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Exceptions may be made by the Purchasing Agent or Purchasing Coordinator for special discounts extended by outside agencies such as a discount for government employees for phone service, exercise fitness programs, etc.
12. Planning. Planning of purchases should be completed by each department on a short-term and long-term basis. Small orders and last-minute purchases should be minimized, thereby increasing the capability of each department to purchase its goods and services in larger quantities. Large quantities typically encourage the maximum discount possible and therefore improve pricing. Planning will also reduce the time expended on pickups, documenting purchases, and will allow the City to improve its fiscal control and optimize cash flow.
13. Vendor Selection. Vendors and suppliers of the City shall be carefully selected. Before selecting a vendor, departments should assure themselves that the vendor has a proper license, is an authorized dealer for the given product, or is a qualified provider of the services sought. If the vendor is within City limits and is required to have a business license, departments must check with the Finance Department to insure they have a valid license. In addition, if required, departments must obtain a current certificate of insurance.
14. Public Review. All specifications, bid/quote documentation, purchase orders, and other supporting documents that are public records are available to citizens,

vendors, media, etc. upon reasonable request. Public records will be available for public review during normal operating hours, and may require advance notice per the Missouri State Statutes regarding Freedom of Information Act. All requests should be made through the City Clerk's office.

Section 1-4 Definitions

The following are definitions of words, terms, and phrases used in the City's procurement of supplies and services:

Bid Opening/Formal Bid

The bid for certain items, projects, contracts, etc. is advertised in a newspaper along with a deadline date and time. If a bid is received after the date and time advertised, it is not considered in the bid opening. All bidders are welcome at the public bid opening. Bids are usually required for items greater than \$10,000 as specified in Sections 2-3 and 2-5. The Purchasing Agent or Coordinator may request formal bids for items less than this amount or may waive the requirements for formal bids if deemed necessary due to timing, emergency, etc.

Bid Packet

In order to maintain consistency among the departments a standard bid packet should be used. The following should be included in the packet: prevailing wage report, illegal alien's policy, insurance requirements, etc. The department may want to add their own specifications, reports, policies, etc. as needed.

Construction

Means the construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair to all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. . Construction does not include the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.

Contract

Means all types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

Credit Card

Means all credit cards issued in the City's name. This includes the purchasing card program as well as any other store credit cards.

Emergency Purchases

Means an immediate expenditure is necessary for repairs to City property in order to protect against further loss of, or damage to, City property, to prevent or minimize serious disruption in City services or to ensure the integrity of City records. Emergency procurements shall be made with as much competition as is practicable under the

circumstances. After an emergency procurement is made by the City Council, the nature of the emergency and the vote approving the procurement shall be noted in the minutes of the next regularly scheduled meeting.

Financial Interest

Means ownership or involvement in any relationship from which, or because of which, a person within the past 12 months, is presently or in the future entitled to receive, more than \$500 per year, or its equivalent.

Green Procurement

Means the procurement of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service. Green procurement encompasses the concept of the procurement of goods and services that provide for basic human needs and bring a better quality of life, while minimizing the use of non-renewable natural resources and toxic materials and the emission of wastes and pollutants over the life cycle, so as not to jeopardize the ability of future generations to meet their own needs.

Green Product

Means a product that is less harmful than the alternative, having characteristics including, but not limited to, the following:

- Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life.
- Biodegradable – decomposes at a faster rate in landfill.
- Contains recycled material (post-consumer recycled content).
- Minimal packaging and/or for which there will be take-back by the manufacturer/supplier of packaging.
- Reusable or contain reusable parts.
- Minimal content and use of toxic substances in production.
- Produce fewer and/or less polluting by-products during manufacture, distribution, use and/or disposal.
- Produce the minimal amount of toxic substances during use or at disposal.
- Make efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources.
- Durable - have a long economically useful life and/or can be economically repaired or upgraded.

Invitation to Bid/Quote

Means all documents, whether attached or incorporated by reference, utilized for soliciting Bids/Quotes. A Bid is a call for pricing offers from companies, corporations, etc. by the city for certain items, projects, etc. Bids may be formal, informal (calls, internet, etc.), or written. There is a specific deadline to receive the product or the project to be completed.

Map Mileage

Means mileage from workplace to destination using MapQuest, Google Earth, etc.

Minor Informality

Means a mistake, excluding judgmental errors that have negligible material effect on price, quantity, delivery or contractual terms and waiver or correction of such mistake does not prejudice other bidders or offers.

Officer

An officer of the City as defined in the City Code.

Professional Services

Means those services requiring specialized knowledge, education or skill and where the qualifications of the person(s) rendering the services are of primary importance. Professional services shall include but not be limited to appraisers, land surveyors, attorneys, architects, engineers, physicians, health practitioners, auditors, systems and software analysts and other professional consultants.

Public Notice

Means the distribution or dissemination of information to interested and relevant parties using methods that are reasonably available. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for that purpose.

Purchasing Agent

Means the person authorized at the City to enter into agreements and contracts. For the City of Washington, this person is the City Administrator or designee.

Purchasing Coordinator

Means the person authorized at the City who oversees the entire purchasing process. For the City of Washington, this person is the Finance Director or designee.

Quote

A figure that the City receives from a contractor, corporation, etc. that is good for a limited time only.

Request for Proposals

Means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualification

Means all documents, whether attached or incorporated by reference, utilized for soliciting requests from companies, corporations, etc. This is not a bid, but is a qualification-based selection process.

Requisition

Means an internal document or process by which a department sends details of supplies, services, or materials requested to the Finance Department, including documentation of authority to commit funds for the purchase.

Responsible Bidder

Means a person who has the capability to fully perform the contract requirements and has the integrity and reliability that will assure good faith performance.

Responsive Bidder

Means a person who has submitted a bid/quote that conforms in all material respects to the invitation to bid/quote.

Services

Means the furnishing of labor, time, or effort by a contractor, not involving the delivery of specific end product other than reports or drawings.

Specification

Means any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Supplies

Means all property, including but not limited to commodities, equipment, materials, printing, insurance, and leases of real property.

Surplus Supplies

Means any supplies other than expendable supplies no longer having any use to the City. This includes obsolete supplies, worn out or scrap materials, and nonexpendable supplies that have completed their useful life cycle.

Sustainable (green) service

Means a service acquired from a supplier who has a green operational policy and whose internal practices promote sustainability.

Threshold

Means the dollar value of contracts, above which a formal record is kept on file showing that environmental and/or other criteria were considered when requirements were defined.

Written or in Writing

Means the product of any method of forming characters on paper, other materials, or viewable screens that can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

CHAPTER 2 PURCHASING PROCEDURES

Section 2-1 Purchasing Procedures

The City has established policies regulating the degree of formality to be followed in the purchase of supplies and services, depending on the cost of the items to be purchased. Subdividing purchases or the splitting of purchases into smaller orders to avoid these requirements is strictly prohibited. When seeking bid/quotes, the practice of “auctioneering” or “whipsawing” should be avoided by refusing to disclose to a vendor the price bid/quoted by competitors.

Section 2-2 Purchase Orders

Purchase orders when required will be secured prior to purchasing all goods and services. The City’s purchase order system is computerized. A purchase requisition must be completed by entering necessary data via computer terminal and be approved by the Department Head, Finance Director, and City Administrator under the approval procedures established in this manual. To ensure expeditious processing of purchase orders, it is important that the requisitioning department complete all forms and data entry accurately and verify the purchase is a budgeted item.

Purchase order requisitions (Appendix B) must contain the following items minimum:

- date
- vendor name and address
- complete description of the goods or services requisitioned including quantities, item/model numbers, prices, discounts, shipping, delivery information

- account number
- project number, if required
- budget amount
- approval of the Department Head (or another authorized person)

The purchase requisition shall be accompanied by all forms of appropriate backup documentation including ordinances, completed bid/quote forms (written and verbal), copies of agreements/contracts etc. These back up items may be scanned in and attached to the purchase requisition by the requesting department in the City's accounting system. The Department Head must approve all purchase requisitions. Once approved, the purchase requisition will be entered into the accounting system and then routed in accordance with the Purchasing Requirements in Section 2-3. Once all signatures are obtained, the purchase requisition should be forwarded to the A/P Clerk in.

After reviewing the requisition for accuracy and completeness and verifying proper approval has been obtained, the Finance Department will issue a Purchase Order and return a yellow copy to the requisitioning department for order placement with the vendor. It is the responsibility of the originating department to provide vendors a purchase order copy if needed.

All purchase order requests require the appropriate approval and signatures **prior to commitments being made or order placement**. A purchase order is a contract between the City and a vendor. The contract is not binding until it is accepted by the vendor.

Exceptions may be made for emergency purchase. An additional exception may be made for monthly utility payments, monthly agreement/contracted amounts, multi-year contracts, etc. but require the approval of the Finance Director and City Administrator. These exceptions would be valid until revoked by the City Administrator. The Accounts Payable Clerk would maintain all purchase order waiver forms waived for future time periods in a permanent file for future reference. Some specific examples may be, annual software maintenance fees, monthly vehicle leases, monthly electric, annual primacy and sewer connect fee, etc.

When an account is over budget in the line item for a requested purchase(s), the purchase order may be processed, but will require approval of the purchase order by the Finance Director and/or City Administrator.

The issuance of purchase orders by unauthorized individuals will not be recognized by the City and payment for these obligations will not be approved.

Unauthorized purchases may be classified as personal expenses to be paid by the employee.

Section 2-3 Purchasing/Bid Requirements

A. Purchasing Limits, Bid Requirements, & Approval Levels

1. Budget purchases for less than \$10,000 may be obtained in the most advantageous method of purchasing with due regard for competitive prices and quality.

Department heads should designate employees who will be allowed to make purchases and following internal control procedures to ensure that all purchases are for legitimate public purposes, that monthly statements from vendors are reconciled, and all purchases are properly accounted for in accordance with this policy.

2. Budgeted purchases exceeding \$10,000 but less than \$15,000 require 3 bids/quotes to be solicited by email, regular mail, telephone or fax. If a department head is unable to secure three verbal or written bids/quotes, a notation explaining why fewer than three qualified vendors were available should be made on the Bid/Quotation Summary Form (Appendix D). An online price comparison will be accepted if three bid/quotes could not be obtained through the other means listed above. The department making the purchase is required to obtain the bids/quotes and complete all necessary paperwork including any contracts, etc. and enter purchase information into the City's accounting system as stated in Section 2-2. The Finance Director, prior to an order being placed with a vendor, must approve purchase order requests for supplies or services having a value exceeding \$10,000. A purchase order will be issued once all appropriate approval/signatures are obtained.

3. Budgeted purchases exceeding \$15,000 but less than \$50,000 require 3 written bids/quotes to be solicited. Department heads are reminded that the use of written bids/quotation requires appropriate planning to ensure that adequate lead time is available to satisfy the purchasing requirements. The department making the purchase is required to obtain the bids/quotes and complete all necessary paperwork including any ordinances, contracts, etc. and enter purchase information into the City's accounting system as stated in Section 2-2. Both the Finance Director and City Administrator prior to an order being placed with a vendor, must approve purchase orders for supplies or services having a value exceeding \$15,000. A purchase order will be issued once all appropriate approval/signatures are obtained.

4. Budgeted purchases exceeding \$50,000 require formal bids. Specifications should be reviewed and approved by the Department Head or designee before an invitation to bid is submitted. The City Administrator may request to review the bid specifications before the invitation is sent out. The department head should submit a list of qualified vendors along with the specifications. After approval, an invitation to bid will be sent to those vendors who have requested inclusion in the City's prospective vendor file, as well as those that respond to the legal notice. Department heads are reminded that the formal bid process requires appropriate planning to ensure that adequate lead time is available to satisfy purchasing requirements. The department making the purchase is required to follow the

formal competitive bid requirements in Sections 2-5 through 2-10 and complete all necessary paperwork including any ordinances, contracts, etc. and enter purchase information into the City's accounting system as stated in Section 2-2. Both the Finance Director and City Administrator prior to an order being placed with a vendor, must approve purchase orders for supplies or services having a value exceeding \$50,000. A purchase order will be issued once all appropriate approval/signatures are obtained.

B. City Council Approval to Purchase

The following items require City Council approval before items can be purchased.

- Any capital item per the definition below (\$25,000 for infrastructure, \$5,000 all other)
- Any contract or agreement (non-capital) which is more than \$15,000 (City Administrator purchasing limit established in Section 2-2).
- Any budget amendment which changes Fund Balance.

C. Capital Items-Special Approval

1. Definition

Capital assets are defined by the City as assets with an initial, individual cost of \$5,000 or more and a useful life of 2 or more years. Infrastructure assets are reported with an initial, individual cost of \$25,000 or more. These items are required to be recorded as a capital asset of the City. At the time of final payment, a Disposition Form must be completed and sent to the Finance Department. In addition, if a capital asset is traded in, sold, auctioned, or otherwise disposed of, this should be documented on the Capital Asset Form which will remove the asset from the City's asset list.

Examples of Capital Assets are:

- Land
- Construction in progress
- Buildings and Building Improvements
- Improvements other than buildings
- Infrastructure (streets, water & sewer lines, sidewalks, curbs & gutters, alleys, right of ways, easements, street & traffic lights)
- Machinery & Equipment (including vehicles and furniture and fixtures)

2. Capital Budget

All capital items are originally requested and approved for the year in the annual budget. However, for various reasons, priorities or needs may change or shift and different items need to be purchased than what was originally budgeted or the

amount originally budgeted may not be enough funds anymore. Therefore, the following guidelines are established to help staff better manage these variances.

A. Budget Reserve-A budget reserve amount will be established every year in the annual budget for each of the following capital funds:

- Vehicle Equipment Replacement Fund
- Stormwater Fund
- Capital Improvement Sales Tax Fund
- Transportation Sales Tax Fund

B. Parameters for Use of Reserve

- a. Must be approved by Purchasing Coordinator, Purchasing Agent, or City Council.
- b. Limit of \$5,000 per capital asset purchase.
- c. Construction Contracts are excluded from use.

C. Budget Change Requests/Amendments

The following guidelines are to assist with the decision of whether a budget amendment is necessary. This section does not determine if an item needs to be bid out or needs to go to City Council for approval for purchase.

a. Item not in Original budget

- Must inform City Council
- Fund balance would increase more than \$5,000 so budget amendment would be needed

b. Item in Original budget but you want to Switch Items

- Must inform City Council
- If fund balance doesn't increase, no budget amendment is needed.
- If total overage is less than City Administrator's purchasing limit of \$15,000 or if total fund balance increases less than \$5,000 budget reserve, then budget amendment is not needed as long as budget reserve is approved by Purchasing Coordinator and Purchasing Agent.
- If total overage is more than City Administrator's purchasing limit of \$15,000 or if total fund balance increases more than \$5,000 budget reserve, then budget amendment is needed.

c. Item over amount Originally budgeted

- Must inform City Council
- If total overage is less than City Administrator's purchasing limit of \$15,000 or if total fund balance increases less than \$5,000 budget reserve, then budget

amendment is not needed if budget reserve is approved by Purchasing Coordinator and Purchasing Agent.

- If total overage is more than City Administrator's purchasing limit of \$15,000 or if total fund balance increases more than \$5,000 budget reserve, then budget amendment is needed.

D. Budget Amendments

The City will follow the rules for budget amendments as lined out in the City's Budget policy. Specifically, the following rules will apply:

- Amendments between line items within the same department with no change in fund balance can be approved by the Finance Director.
- Amendments between departments with no change in fund balance can be approved by the City Administrator.
- All other budget amendments must be approved by the City Council.

The City Administrator may delegate the budgeted transfer authority to the Finance Director when the transferred amount is less than \$15,000. At any time, the Finance Director has the authority to correct administrative errors to ensure proper posting and accounting procedures are maintained. The Finance Director or City Administrator may request staff to submit a budget amendment at any time for City Council approval even if it meets the above guidelines.

Section 2-4 Special Procurement Procedures

Periodically, the City may need to purchase goods or services under circumstances that do not clearly fit the patterns of normal public procurement and for which normal competitive shopping procedures do not apply. The following guidelines are provided for making such purchases:

1. Sole Source Purchases

The City Purchasing Agent or City Purchasing Coordinator may waive the requirement of competitive bids or proposals for supplies when the City Purchasing Agent or City Purchasing Coordinator has determined in writing and entered into the minutes of a City Council meeting, that there is only a single feasible source for the supplies. Immediately upon discovering that other feasible sources exist, the City Purchasing Agent or City Purchasing Coordinator shall rescind the waiver and proceed to procure the supplies through the competitive processes as described herein. A single feasible source exists when:

- (1) Supplies are proprietary and only available from the manufacturer or a single distributor; or
- (2) Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or
- (3) Supplies are available at a discount from a single distributor for a limited period of time.

On any single feasible source purchase where the estimated expenditure is over \$15,000.00, the City Purchasing Agent or City Purchasing Coordinator shall post notice of the proposed purchase and advertise the City's intent to make such purchase in at least one weekly newspaper of general circulation in the City and may provide such information through an electronic medium available to the general public at least ten days before the contract is to be let.

Notwithstanding subsection 2 of this section to the contrary, on any single feasible service purchase where the estimated expenditure is over \$15,000.00, the City Purchasing Agent or City Purchasing Coordinator shall post notice of the proposed purchase and advertise the City's intent to make such purchase in at least one weekly newspaper of general circulation in the City and may provide such information through an electronic medium available to the general public at least ten days before the contract is to be let.

2. Cooperative Procurement Programs/State Bids

Cooperative purchasing programs or vendors offering "state bid" pricing, such as those available through the State of Missouri, should be used whenever the desired products or services are comparable. Purchases made through these programs have met the requirements of competitive shopping and will not require further documentation. The cooperative program and contract number should simply be noted on the purchase order requisition. Many of these cooperative procurement programs are available and good judgment should still be used in keeping the price competitive. Department Heads are encouraged to competitively shop these cooperative purchasing programs as experience has shown there is at times a noticeable difference in pricing when utilizing these programs. As the number of "state bid" vendors or programs increases, it is strongly suggested and encouraged that bids/quotes are obtained as there is a competitive market among these programs. The Purchasing Agent and/or Purchasing Coordinator may request a bid/quote sheet be prepared if they deem it is in the best interest of the City to obtain a competitive price.

3. Green Procurement

Preference in procurement will be given to green products and services, however all factors including, but not limited to, quality, level of service, price, and budget should be considered.

A green product is one that is less harmful than the alternative as defined in Section 1-4.

Where available and cost effective, green products and services that are of equal or better performance and quality should be considered. In determining cost effectiveness, a department should consider the cost and benefits that accrue, in the shorter and long term, to the City.

Further, it is City policy, where economically feasible, to purchase supplies made of recycled materials, preferably post-consumer, and to make every effort to separate and properly dispose of these materials.

4. Professional Services

A. Normal competitive procedures cannot be utilized in securing professional services as defined in Section 1-4 Definitions Professional Services such as attorneys, engineers, banks, certified public accountants, physicians, auditors, insurance advisors and brokers, public relations consultants, real estate brokers, appraisers, planners, and other professionals who, in keeping with the standards of their discipline, will not enter a competitive bidding process.

The Purchasing Agent is authorized to approve contracts for professional services under \$15,000. Contracts exceeding \$15,000 requires a formal RFP/RFQ to be prepared and requires City Council approval. A Bid/quotation Summary Form summarizing the qualifications and proposed costs along with the Department Head's recommendation must be submitted with purchase order requisition.

A Request for Proposal (RFP) or a Request for Qualifications (RFQ) can be prepared much the same way as formal bid specifications, including requirements and minimum standards for the services to be provided. An RFP or RFQ should request information regarding the background and experience of the submitting party for the specialty task to allow the City to determine which party is best qualified to provide the services requested. Requests for Proposals or Qualifications should be submitted to at least 3 qualified professionals known to the City. In securing professional services, it is the primary goal of the City to obtain the services of a professional who has a proven record or documented capability of providing, in a professional way, those services required.

A contract will be negotiated with the professional deemed to best meet the City's needs. If an agreement on the cost and conditions cannot be reached, then these negotiations will be terminated and negotiations will commence with the next most qualified professional.

B, Notwithstanding anything contained herein to the contrary, the City Purchasing Agent shall negotiate contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.

In the procurement of architectural, engineering or land surveying services, the City Purchasing Agent shall encourage firms engaged in the lawful practice of their professions to annually submit a statement of qualifications and performance data to the City Purchasing Agent. Whenever a project requiring architectural, engineering or land surveying services is proposed for the City, the City shall evaluate current statements of qualifications and performance data of firms on file together with those that may be submitted by other firms regarding the proposed project. In evaluating the qualifications of each firm, the City Purchasing Agent shall use the following criteria:

- (1) The specialized experience and technical competence of the firm with respect to the type of services required;
- (2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
- (3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- (4) The firm's proximity to and familiarity with the area in which the project is located.

The City Purchasing Agent shall list three highly qualified firms. The City Purchasing Agent shall then select the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.

For a basis for negotiations the City Purchasing Agent shall prepare a written description of the scope of the proposed services.

If the City Purchasing Agent is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. The City Purchasing Agent shall then undertake negotiations with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. The City Purchasing Agent shall then undertake negotiations with the third qualified firm.

If the City Purchasing Agent is unable to negotiate a contract with any of the selected firms, the City Purchasing Agent shall reevaluate the necessary architectural, engineering or land surveying services, including the scope and reasonable fee requirements, again compile a list of qualified firms and proceed in accordance with the provisions of this policy.

5. Emergency Purchases

The City's Purchasing Agent may waive the requirement of competitive bids or proposals for supplies when the City Purchasing Agent has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to City property in order to protect against further loss of, or damage to, City property, to prevent or minimize serious disruption in City services or to ensure the integrity of City records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. After an emergency procurement is made by the City Purchasing Agent or City Purchasing Coordinator, the nature of the emergency shall be noted in the minutes of the next regularly scheduled City Council meeting. Department Heads faced with an emergency purchase are to obtain approval from the City's Purchasing Agent as quickly as possible using the Purchase Order Waiver form. In addition, the City Purchasing Agent's and/or the City Purchasing Coordinator's signature must be obtained on the Purchase Order Waiver prior to the purchase according to the regular purchasing requirements as established in Section 2-3.

6. Charge Account/Card Purchases

All charge accounts will be coordinated through the Finance Department. Charges, lines of credit, or accounts are not to be opened except as approved by the Purchasing Agent or Coordinator. Departments are responsible for assigning the privilege to charge on City accounts as they see fit for their department. The Finance Department is responsible for making changes to the account. The Accounts Payable Clerk keeps the master list of employees allowed to charge.

7. Credit Cards

All credit cards must be approved by the Finance Director and obtained through the Finance Department.

8. Designated Vendors

On occasion, the City will select a primary vendor for specific products (i.e. supplies, salt). The processing of purchases will be arranged on an individual case basis and coordinated through the Purchasing Coordinator.

9. Blanket Purchase Orders

Blanket purchase contracts are for long-term contracts for supplies or services awarded after receiving competitive bids/quotes. The contract remains open for a period of up to one year to purchase the supplies or services specified on an "as needed" basis. Examples of where these types of contracts would be appropriate are emergency plumbing services, construction materials such as rock, trees, and other landscaping materials, automotive supplies, hardware, and office supplies. These items are ones that are frequently or routinely used by the City and for which the initiation of competitive shopping each time the supplies or services are required would be cumbersome and inefficient.

10. Bulk Fuel Purchases

Due to the nature of daily pricing changes, bulk fuel purchases for vehicles may be made without approval of a purchase order, provided that three bids/quotes are obtained, and the lowest cost vendor is selected. Bids/quotes can be submitted via fax or email due to the nature of daily pricing changes. In the event three bids/quotes are not obtainable, the Purchasing Coordinator must approve prior to purchase. Documentation of the purchase including invoice and bid/quote sheets should be scanned into the accounting system and submitted to the Accounts Payable Clerk. With Department Head approval, City employees who drive City vehicles are issued a pin# and vehicle # to utilize the bulk fuel system. The employee may be required to enter the odometer reading in order to get fuel. The Public Works department monitors the system, prints reports, prepares departmental allocations and reconciles on a monthly basis. They also send each department a report to review monthly. Each department is responsible for reviewing to ensure accuracy of fuel usage by vehicle and employee. Any discrepancies or suspicions of fraud should be brought to the attention of the Purchasing Coordinator immediately. Any personal use of fuel system is strictly monitored and prohibited and may result in disciplinary action up to and including termination of employment. On a rare occasion when employees cannot be fueled through the City's bulk purchasing program, purchases may be made at any commercial service station.

11. Purchase of Used Equipment

New equipment is generally preferred over used equipment. However, there are situations where the purchase of used equipment should be considered. These situations include:

- A. Price is of prime importance and the difference in cost between new and used goods is significant.
- B. Equipment will be used infrequently, for a limited time, for training or auxiliary operation.
- C. Better delivery is essential.
- D. Compliance with green guidelines.

The purchase of used equipment requires careful shopping. The requisitioning department should make every effort to secure a minimum warranty or guarantee that the equipment will perform as needed and that service or replacement parts are available. All used equipment purchases must be approved in advance by City Administrator.

12. Lease of Vehicles or Equipment

When leasing a vehicle, it is sometimes necessary to place the order for the vehicle well in advance of the time that the vehicle will be made and ready for transition to the City. Often, there isn't very much lead time or advance notice when a vehicle becomes available to get City Council approval to place the order. Therefore, only Purchasing Agent and Purchasing Coordinator approval is required for placing the order for leasing vehicles or equipment. If these items are not budgeted, City Council budget approval should be obtained as quickly as possible after placing the order for the leased items.

13. Purchase of Flowers

To minimize the duplication of good intentions, please coordinate all of your plant/flower purchases for illness, funerals, etc. through the Human Resource office. All flowers will be purchased and given from the entire "City of Washington". If a department/individual wishes to do something in addition to the City, it shall be at their personal expense.

14. Petty Cash

Petty cash funds will be issued to departments in varying amounts depending on the needs of the department but will typically be less than \$500. All requests for initial petty cash or any changes to petty cash amounts must be approved by the Purchasing Coordinator. Petty cash funds should be used for the following:

- To set up a cash drawer.
- Maintain a cash change bag.

Petty cash reimbursement request should be completed by the person requesting funds and must be signed by the Department Head. This should then be forwarded to the Accounts Payable Clerk for review and approval of the Purchasing Coordinator and Finance Director.

The Finance Department may conduct unannounced audits of petty cash funds to assure proper accounting of funds. The use of petty cash funds for personal use, even for very short periods, is contrary to City policy and may result in disciplinary action and/or termination of employment.

15. Change Orders

Change orders are amendments to contracts for the purchase of supplies or services that are made after the contract has been awarded. Change Orders result from the discovery of unforeseen conditions. Change Orders may not be used to overdraw a budgetary account, to avoid the City's competitive bidding process, or to materially alter the purpose of the original bid/quote or contract. All change orders must first be approved by the Purchasing Agent. In addition, all change orders must be approved by the City Council. After City Council approval, the Finance Department enters the change order in the accounting system and obtains the appropriate approvals in the system.

16. Final Payments

Final payments for construction including payments under a contract agreement require a final pay request approved by the City Council before a final payment is made. The requisitioning department shall submit all final pay requests to the City Clerk for City Council approval. Once approved, the requisitioning department may scan in the final pay request and all other paperwork to the Finance Department for approval and payment under the purchasing guidelines established in this manual. If a balance remains on the purchase order when the final payment is made, the requisitioning department should make a note on the purchase order that it is now closed, and the Accounts Payable Clerk will adjust the Purchase order to a zero balance. The City Administrator may request that other types of final payments be presented to the City Council for approval before payment.

Section 2-5 Formal Competitive Bidding

When goods or services are bought under the formal competitive bidding process, written specifications must be prepared. Each department shall use the City's standard bid packet and revise or add to as needed in the bid process. Specifications, whatever the type, should accomplish five objectives:

1. Identify minimum requirements,
2. Allow for a competitive bid/quote,

3. Provide data for an objective review,
4. Provide for an equitable award at the “best” possible cost, and
5. Provide for indemnification of the City, as appropriate.

The Purchasing Agent or Purchasing Coordinator may request to review bid specifications prior to release in order to ensure consistency and compliance with the City’s purchasing policy. If review is desired, a minimum of 5 business days should be allowed.

Section 2-6 Competitive Bidding Guidelines

1. Keep specifications as simple as possible while maintaining the accuracy required to keep bidders from using a loophole to avoid providing the quality or services required or to, in some manner, take advantage of their competitors.
2. All specifications must contain language allowing the City to reserve the right to accept, reject, or modify any and /or all bids/quotes.
3. Whenever possible, identify the equipment or material required by an accepted standard specification or a name brand on the market. All specifications that utilize a brand name must include the term "or equivalent" to avoid being restrictive and eliminating fair competition from the bidding process.
4. Specifications should promote competition. Specifications drafted in this manner will allow several bidders to provide the City with alternatives and insure that the City obtains the best price for the goods or services required.
5. Flexibility in the specifications is desirable, especially in instances where new technologies are being sought. Specifications should be specific enough to guarantee the quality required but sufficiently flexible to allow vendors to be creative in their proposals. If a proposal does not meet the City's needs, it can be rejected and the bid/quote that closely follows the specifications accepted.
6. Specifications should be reasonable in their tolerance. Unnecessary precision can frequently escalate the bid/quote price.
7. Specifications should be written with clear simple language, free of vague terms or those subject to a variety of interpretations.
8. When possible, consideration for green purchasing should be incorporated in the bidding specifications.
9. Formal bids/quotes should be advertised in at least one general distribution publication a minimum of ten business days in advance of the bid/quote submission deadline.

10. Specifications should include proper indemnification notices, when appropriate.

Section 2-7 Types of Specifications

1. Specifications by Performance, Purpose, or Use. Specifications that include a set of performance criteria for the goods or services required will provide flexibility for vendors to design products or programs specifically aimed at meeting the purpose or performance standards the City has established. Generally, specifications, which center on performance standards, generate competition since they allow vendors to exercise some creativity in the types of services or goods included in their bids/quotes. Department Heads are cautioned to exercise care by including some specific technical specifications that will provide floor or bottom line quality determination. The use of performance specifications without minimum standards could result in items being installed, paid for, and later being determined not to meet City expectations. It can be very difficult to go back to a vendor and argue that the item did not meet the performance criteria established. At that point, the determination of satisfactory performance can become extremely subjective with the vendor insisting that his item is acceptable although actual experience indicates otherwise.
2. Specifications by Samples. Whenever appropriate, a sample is always a good way to make your requirements perfectly clear. A good example would be printing bids/quotes for which artwork, or an existing form would be attached. Whenever samples are utilized, Department Heads should provide an adequate supply so that originals can be included with all bid invitations, and some maintained in the file for vendors who request bidding documents.
3. Specifications by Identification with Industry Standards. Specifications will often refer to industry-wide standards or to standards met by other public jurisdictions. Some examples of these would be lumber grading standards set by the National Hardwood Lumber Association (NHLA) or by referencing standard specifications of Missouri or Federal agencies.
4. Specification by Drawings or Dimension Sheet. Specifications of construction projects for everything from buildings and streets to custom- built cabinets, furniture or other equipment should be written to reference the drawings or dimension sheets prepared and sealed by an architect or engineer, when appropriate. Such specifications provide an appropriate method of evaluating all bids/quotes, and later of verifying the quality of the construction work or the equipment of fixtures delivered.
5. Qualified Products or Acceptable Brands List. These lists are developed only where it is not possible to write specifications adequately to identify the quality and performance required of the goods or services to be purchased. Acceptable brand lists are also used when tests necessary to determine compliance with technical specifications are lengthy, costly or require complicated technical equipment.

6. Specification by Brand or Trade Name. Brand or trade names should be used **only** where brand name products have been found superior to others for the purpose intended, or when their composition is secret, unknown, or patented. The use of brand names establishes a quality standard but is not intended to limit or eliminate competition. Whenever this method of establishing specifications is used, the specifications should specifically be provided for bidding of competitive or equal grades. It is incumbent on a vendor who bids/quotes on goods of supposed equal quality to those specified to document that the goods or services that he is bidding are, in fact, of equal quality.

7. Specification by Chemical Analysis or Physical Properties. Specifications that include the chemical analysis or physical properties of the goods requested clearly place responsibility on the supplier to provide exactly those items requested. Again, care must be taken in preparing specifications using this method to ensure that competition remains a part of the bidding process. If the specifications are drawn too narrowly and only one bidder is qualified to meet the technical specifications the cost of obtaining these items may be higher than necessary due to the lack of competition.

Section 2-8 Bidding Procedures

The following procedures must be adhered to in relation to all formal bids/quotes:

1. All public notices and invitations to bid/quote must state the time and place for opening.
2. All bids/quotes must be submitted sealed to the City official designated in the invitation to bid/quote and identified as a “bid” on the envelope or may be submitted electronically using a bidding program which follows the same basic competitive bidding requirements as paper bids.
3. All “sealed” bids must be opened in public in the presence of one or more witnesses at the time and place stated in the public notice.
4. A tabulation of all bids received as well as each bid must be made available in City Hall for public inspection.
5. The City Administrator has the authority to reject any and all bids or any part of any bid and may readvertise or resolicit bids whenever he deems it to be in the best interest of the City. Invitations to bid will state this policy.
6. A written request for the withdrawal of a bid, or any part thereof, will be granted if the contact person for the bid submission receives the request prior to the specified time bids are due.

7. Bids, amendments to bids, or requests for withdrawal of bids received after the specified time of the bid opening shall not be considered.

Section 2-9 Request for Bid (RFB)/Request for Proposal (RFP)

A legal notice inviting bids and/or proposals shall be published in at least one local newspaper for at least one day. The legal notice must appear a minimum of ten (10) business days preceding the deadline for the receipt of bids or proposals. In addition, formal bids will be advertised on the City's website for at least ten (10) business days prior to bid opening.

To be accepted, bids and/or proposals must be received by the requesting department prior to the specified deadline. After the bids are opened in public, the Department Head will review them. Request for proposals are not required to be publicly opened but should not be opened before the specified deadline. Telephone, fax, or email submission of formal bids is strictly prohibited unless otherwise specified in this manual. The Department Head will prepare a written tabulation of all bids and draft a memorandum to the City Administrator and Purchasing Coordinator that will include the department head's recommendation for the bid award.

If required and as specified in the RFB, a bid security in the form of a certified check, Cashier's Check, or a bid bond for a specified amount shall accompany each and every bid/proposal accepted and read. A performance bond, if required, is submitted after the award of the contract and shall meet contract specifications.

Per the Missouri Sunshine Law specifications for competitive bidding are closed records, until either the specifications are officially approved by the City or the specifications are published for bid. Sealed bids and related documents are also closed records until the bids are opened. Sealed proposals and related documents or any documents related to a negotiated contract are closed records until a contract is executed, or all proposals are rejected. Requests for copies of bids, proposals, and related documents or any documents related to a negotiated contract shall be submitted to the City Clerk.

During inclement weather, the Purchasing Agent may extend a deadline for up to twenty-four (24) hours without rebidding. Bids or proposals received prior to the original deadline will remain sealed.

Where a change to a RFB or RFP has been made through an addendum, the requesting department reserves the right to extend a deadline to allow all bidders adequate time to respond. The new deadline will be clearly indicated in the addendum. Addendums should be issued no later than three (3) business days prior to bid closing.

Section 2-10 Determining the Lowest Responsive and Responsible Bidder

All contracts based on RFB shall be awarded to the lowest responsive and responsible bidder. It is the responsibility of the Department Head and/or the Purchasing Agent to review and investigate all bids received and to make a report to the City Council regarding the lowest responsible and responsive bidder for the entire contract or for any part thereof. The City reserves the right to waive minor informalities in determining the lowest responsible and responsive bidder.

In determining the lowest responsible and responsive bidder, the City will consider the following:

1. Conformity to the specifications contained in the invitation to bid. Prior experience with the vendor may be used to determine the capability to do the work. (Note: When a hired vendor is not responsible, it should be documented by the department with a copy forwarded to the City Clerk, Purchasing Agent, and Purchasing Coordinator).
2. Compliance with the specifications, Terms and Conditions and instructions established for a particular RFPB/RFQ.
3. The ability, capacity, and skill of the bidder to perform the work or provide the services required.
4. The character, integrity, reputation, and experience of the bidder.
5. Whether the bidder can perform the contract to provide the services promptly or within required time periods without delay or interference.
6. The quality and satisfaction of any previous work or services performed for the City.
7. The financial resources available to promptly provide the insurance and bond requirements, if applicable
8. The number and scope of any conditions or exceptions included in the bid or quote.
9. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
10. The quality, availability and adaptability of the supplies or services.
11. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

12. Consideration of green factors, and American made and/or recycled products.

Section 2-11 Unreasonable or Unacceptable Bids

When bids are received that are unreasonable or unacceptable as to the terms and conditions, noncompetitive, or the low bid exceeds available funds and it is determined in writing by the Purchasing Agent that time or other circumstances will not permit the delay required to again solicit competitive bids, a contract may be negotiated pursuant to the policy. In such a circumstance, the City Administrator shall have the discretion to discuss modifications with the bidders that would bring the price down to the level of available funds or to determine unilaterally what such modifications should be, provided that, if modifications are made, each responsible and responsive bidder who submitted an initial bid under the original solicitation is notified of the determination and is given opportunity to modify their bid and submit a best and final bid. If no modifications are made, or in cases where the best and final bids received are noncompetitive or the low bid still exceeds available funds, the City Administrator may negotiate with the lowest responsive and responsible bidder to secure the best price possible, which shall in all cases be lower than the lowest rejected bid of any responsible and responsive bidder under the original solicitation. After negotiation, the proposed bid must still be submitted to City Council for approval if bid amount is greater than \$15,000.

Section 2-12 Delivery and Performance

A purchase order and contract that is complete in all respects and is accepted by the parties concerned still must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies, or equipment.

The importance of the delivery schedule should be emphasized to the vendor. Delivery requirements must be clearly written and fully understood by all contract participants. If several items are required by the contract, there may be a different delivery schedule for each item. The delivery schedule will normally be shown in calendar days from a specific date or transaction, such as receipt of order by the vendor. It is also important that you clearly show the place for delivery and the receiving time schedule at the delivery points. If the delivery is to be to a second floor office only, for instance, that should be noted as well. If there is liquidated damages for non-delivery or late delivery, call these terms to the attention of the vendor and stress their importance. All parties should know where the material will be accepted, either at origin or destination point (FOB). The FOB location is where title to the supplies pass from the vendor to the City. Generally, the FOB location will be City Hall, public safety building, library, public works building, wastewater treatment plant, the park building or job site but, in some cases, vendors do not ship or deliver.

1. Follow-up and Expediting. Follow-up normally is the monitoring of the delivery schedules to assure compliance. Expediting involves an attempt to improve or

reduce the contractually stipulated delivery time for various reasons, and the vendor is not legally obligated to comply.

The primary objectives of the follow-up function are:

- To assure full compliance by the vendor
- To develop documentation for future evaluation of the vendor's performance.

The early identification of possible delivery delays will provide the City with a greater opportunity for resolving the problem and for developing satisfactory alternatives.

The initial follow-up action would be to reaffirm the delivery schedule and to establish a proper liaison with the seller's representative. If delivery problems do develop, the following techniques may be used to help solve them:

- Contact the salesperson for assistance.
 - Initiate phone calls, letters, or emails to the supplier/manufacturer.
- Escalate the concern to management levels with the vendor, or manufacturer.
- Visit the vendor's business or plant, which may help solve the problem and will help in verifying any reasons for the delay.
- Cancel the contract for nonperformance.

2. Delinquent Deliveries. When follow-up efforts have failed, and deliveries have become delinquent, one of two actions must be taken:

- Authorize additional time for delivery, or
- Cancel and order from another source.

In considering the decision about which of these actions should be taken, several factors must be considered:

- Needs and requirements of the City,
- Agreements with the vendors,
- Availability of the items from other sources, and
- The time required for delivery if reordered from another source.

In all cases, the reasons for delinquent deliveries should be documented. This information may be needed in evaluating future bids submitted by that vendor.

3. Partial Deliveries and Payments. Some Purchase Orders may list several items. In this event, it may be possible for the vendor to complete timely delivery on some of the items, which would be referred to as "partial delivery" on the complete bid. If these items can be used separately, partial payments can and should be authorized. Partial payments would also be allowed for a phased delivery schedule. However, if the separate items are part of a system, then partial deliveries would be of little value to the City. In this case, partial payments should not be authorized.

When appropriate, partial payments and/or partial units can be authorized for payment on a Partial Pay Request form (Appendix E). The completed form must be approved by the Department Head or his or her designee. This form along with any other backup documentation (invoice, etc.) may be scanned and entered in the accounting system and submitted to the Accounts Payable Clerk in Finance for partial payment against the purchase order. Normal purchasing procedures and requirements apply per Section 2-3.

Exceptions to this would be special circumstances where a down payment is required or in construction projects that are paid by the percentage of work completed.

4. Substitutions. To meet the contractual delivery schedule, it may be appropriate in some situations to consider substitute items. The specifications should cover this eventuality and would govern the legality of the transaction. However, substitutions may be necessary, regardless of the specifications, if it is necessary for the City to have the material by a specified date. Other reasons for substitution may be design changes, raw material shortages, and health and safety priorities.

Whenever substitutions are necessary, due to shortcomings of the vendor, it is the responsibility of the originating department to seek and obtain an adjustment for lower prices on the substituted items. Authorized substitutions should be documented in the bid file and/or the consolidated bid sheet, on the purchase order and on the fixed asset record, if applicable. This action will serve to discourage future substitutions by the same vendor. In addition, this action will serve notice to the other bidders that no favoritism was shown and that compliance with specifications is expected from all vendors. If the renegotiated amount causes the project to be over budget, then City Council approval is required. If substitutions are negotiated and are within the budgeted amount, the purchase order will need to be adjusted by the Finance Department. Department heads should attach appropriate backup documentation and submit the change order to the Accounts Payable Clerk for processing after obtaining all necessary signatures for approval.

5. Deposits and Performance Bonds. A bid deposit or bid bond may be required for certain large sum purchases to protect the City in the event that the low bidder attempts to withdraw his bid or to serve as a barrier to financially irresponsible bidders. The bid deposit, which may be in the form of a certified or Cashier's

check, represents what the bidder agrees to forfeit to the City as liquidated damages in the event of failure to sign a contract or to provide a satisfactory performance bond, if required.

It is hereby made the duty of the City, in making contracts for public works, the cost of which is estimated to exceed fifty thousand dollars, to be performed for:

- (1) The City; or
- (2) The City's lessee, agent, designee, or representative on work for nongovernmental purposes,

to require every contractor for such work to furnish to the City a bond with good and sufficient sureties, in an amount fixed by the City. Such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work; all insurance premiums, both for compensation, and for all other kinds of insurance, on said work; and for all labor performed in such work whether by a subcontractor, a supplier at any tier, or otherwise.

All bonds executed and furnished under the provisions of this section shall be deemed to contain the requirements and conditions as herein set out, regardless of whether the same be set forth in said bond, or of any terms or provisions of said bond to the contrary notwithstanding.

The City accepts payment and performance bonds from firms licensed by the State of Missouri and that have an "AA" rating from an appropriate rating service.

6. Non-performance. Should the vendor fail to meet any requirement of the specifications, the vendor can be cited for nonperformance. The seriousness of nonperformance must be evaluated based on the circumstances surrounding each violation. However, there should always be some recourse to the City when a vendor fails to perform in accordance with the terms and conditions of the contract.

Recourse would include:

- A. The City may exercise its right under a liquidated damages clause or under the terms of a performance bond.
- B. The City may obtain the needed items from another source and charge the delinquent vendor the excess difference in cost. However, obtaining the delinquent items from another source is not always an acceptable solution, since additional delivery time may be required. A revised delivery schedule with the vendor may be the best remedy.

- C. the City may terminate the contract for default if it is in the best interest of the City, if the items can be obtained under more favorable conditions from other sources.

When a vendor does not perform at the expected and acceptable level, the Purchasing Agent and Purchasing Coordinator must be notified, preferably in writing. Evaluation of vendor performance is critical to the ongoing procurement process and those vendors with whom the City has problems, depending on circumstances, may not be asked for further bids or quotes and removed from the vendor bid list.

- 7. Invoice pricing. The department head must make sure that the invoices paid equal the bid or quote amount.

Exceptions to this would be if the quote or bid did not include shipping and it was noted on the vendor's quote or bid or if a change order was done and the amount paid would be different than the quote or bid.

If the amounts don't equal, it is the responsibility of the department head to call the vendor and work out the discrepancy.

Section 2-13 Inspection and Testing

Human lives as well as the success of expensive projects may depend upon how well the purchased items meet the design and performance specifications. Supplies and materials should be checked at the time of receipt to detect any shortage, damage, or defect. Inspection also includes assuring that the material complies with the specifications. A variety of tests may be conducted to determine if the merchandise meets specifications. Certain forms of inspection and testing will only be conducted on a percentage of the items, as the procedure followed may make the items unusable. Inspecting or testing every item received is neither economical nor practical. Inspection and testing may be performed at the origin or destination. These tests are classified as sampling, chemical/lab, functional, and endurance tests. In some cases, a certification of compliance will be accepted. All requirements for inspection and testing must be clearly stated in the specifications. Both inspection and testing are costly, but the benefits far outweigh the expense when defects can be detected before they cause loss of life, injury or equipment failure. Inspection, testing, and acceptance are conclusive, except for latent defects or fraud.

- A. Reports, Rejection and Return Authorization. Whenever an inspection is performed, all reports to properly support claims or actions must be thoroughly documented. Sufficient time should be scheduled to allow for an inspection immediately upon arrival of the supplies, taking into consideration required tests as necessary. Supplies should be inspected for damage, quantity, quality, and for all other requirements listed in the specifications. The receiving copy of the purchase order with the inspection report, if any, will normally be used to

substantiate payment for the goods and verification of receipt. In the event of rejection, for whatever purpose, certain steps must be taken to inform the vendor and to protect the rights of the vendor as well as of the City. Reasons for rejection must be documented and the reasons should reference specific requirements of the contract.

- B. Damage during Shipment. One major reason for inspection at the time of receipt is to detect any visible damage. It is important that all the damage be completely described on the receiving report. Any evidence of concealed damage should also be noted at this time. This notification is necessary to support the filing of damage claims against a carrier. The carrier should be notified immediately, and a joint inspection should be scheduled with the representatives of the carrier. When it is apparent that the extent of the damage renders the goods worthless, they should not be accepted. If the shipment is FOB Washington, the vendor is responsible for assisting with the settlement of the claim and for full replacement of the damaged items. Payment will be withheld until the claims are settled.

If specific liability for a defect cannot be determined between the carrier, the vendor, or the manufacturer, the City may have to file a claim against all parties, seeking their cooperation in resolving the situation. The situation should be clearly documented and referred to the City Administrator for possible referral to the City Attorney.

- C. Latent Defects. Latent defects may be the result of damage in transit or of failure of the manufacturer to conform to specifications. Consequently, it is sometimes very difficult to fix responsibility for the defective material. If the carrier is suspected of being the one at fault, then the carrier's representative should be invited to come in for a joint inspection. Subsequently, a claim describing the situation should be filed with the respective carrier.

A similar procedure should be followed if the vendor or manufacturer is suspected to be at fault. Specifying the destination at which the City accepts delivery of shipments (FOB destination) is important because the vendors are responsible for rectifying the situation or for correcting the defect. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the City may have to file a claim against all parties, seeking their cooperation in resolving the situation.

- D. Retainage. Retainage will be withheld from construction payments per the respective agreement with the vendor. Typically, City policy will be to withhold 5% retainage. Certain agencies may have their own retainage policies, such as the Missouri Department of Transportation.

Release of retainage will be made once substantial completion is obtained and City staff have inspected and approved release pending compliance with the

contract. If the final pay request is going to be paid, final retainage will be released pending City Council approval.

Section 2-14 Legal and Contractual Remedies

Right to Protest

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest must be submitted in writing within 14 days after such aggrieved person knows or should have known the facts giving rise to the protest.

Authority to Resolve Protest

The City Administrator has the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest arising out of these regulations. This authority is limited to settlement within the scope of the solicitation and the City's procurement regulations.

Decision

If the protest is not resolved by mutual agreement, the City Administrator will promptly issue a decision in writing. The decision will state the reasons for the action taken and inform the protestant of its right to review by the City Council. A copy of the decision will be mailed or otherwise furnished immediately to the protestant.

Finality

A decision by the City Administrator is final and conclusive unless the protestant submits a written appeal to City Council within three (3) working days of the receipt of the City Administrator's decision.

Stay of Procurement During Protests

In the event of a timely protest, the City will not proceed further with the solicitation of or the award of a contract until the City Administrator makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

Debarment of Suppliers

The City Administrator has the authority, after conferring with the City Attorney, to debar suppliers from receiving any business from the City for a stated period, not to exceed three (3) years. The causes for debarment include:

- a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, bribery,

falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects responsibility as a city contractor;

- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a contract;
- e. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that said failure to perform was caused by acts beyond the control of the contractor;
- f. Any other cause the City Administrator determines is so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental agency for any cause listed in regulations.
- g. A decision by the City Administrator to debar shall be final and conclusive, unless the debarred person submits a written appeal to the City Council within three (3) working days of the receipt of the City Administrator's decision.

Section 2-16 Disposal of Surplus Goods

Supplies become obsolete or they wear out. Occasionally, they are overstocked. Changing technology, accumulation of waste, and fulfillment of the useful life of supplies make the activity of handling surplus inevitable. The City is interested in full realization of the value of supplies it purchases or receives as a gift. The City wishes to ensure surplus is disposed of to the economic advantage of the City. Surplus property will be disposed of in accordance with the provisions of Section 103.100 of the City Code.

Section 2-17 Purchase of Construction Services and Materials

Tax Exemption. It is the policy of the City to take advantage of its tax-exempt status by authorizing contractors to purchase construction materials for City projects utilizing the City's tax exemption. Bid specifications shall include clear instructions regarding the manner in which the City will authorize vendors to purchase construction materials.

All requests for a project exemption certificate should be forwarded to the Finance Director for completion.

Prevailing Wage. It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar

character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of the City engaged in public works, exclusive of maintenance work. To that end, all contracts for the construction of public works are required to comply with the provisions of Section 290.210 through 290.340 RSMo. All Bid Specifications on construction projects where the cost is expected to exceed \$75,000.00 must include this requirement.

Immigration Law Requirement. According to Missouri State Statute 285.530, there are several new requirements for employers and city governments relating to “unauthorized alien workers”. Specifically, when awarding a contract in excess of \$5,000 the City must make it a condition of the award that the successful bidder shall swear in an affidavit that:

- It is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program and
- It does not knowingly employ any person who is an unauthorized alien and
- It has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.

In order to comply with the statute, all departments should now add the above conditions to their bidding documents. Failure to comply with this requirement shall result in disqualification of the vendor’s bid.

Anti-Discrimination Against Israel. The City shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

CHAPTER 3 CREDIT CARD POLICY

Section 3-1 Overview

Credit cards have been issued to expedite the purchase of items from vendors saving staff time, decreasing paperwork, and reducing the percentage of checks drafted and mailed. The Finance Director is responsible for issuing cards to authorized City staff

and for overall management of the program. The success of the program **requires** the cardholder's adherence to established guidelines as presented in this manual.

Section 3-2 Card Use

Below are basic policies regarding the use of the card:

- The card is issued in the employee's name and is to be used for business expenditures only; it may not be used by anyone else. Each employee must sign a Credit Card Acceptance Letter before receiving the card.
- The card can be used to make purchases only within the parameters established by the City's purchasing policy.
- Each transaction must adhere to the cardholder's purchase limit. A purchase split into two or more credit card transactions to circumvent the City's purchasing policy is not allowed. Such activity constitutes improper use of the card.
- Despite the City's responsibility to remit payment to the bank, cardholders will be responsible for security of the card and any transaction made against the card. If there is a dispute about a transaction, the cardholder should first try to resolve it with the supplier. If this is unsuccessful, cardholders should contact the Finance Director.
- Cardholders agree to surrender and cease use of the card upon termination of employment. The cardholder is responsible for ensuring the card is returned. All cards will immediately be forwarded to the Finance Director for cancellation.

In the event a card is lost or stolen, immediately contact the credit card vendor using the phone number on the back of the credit card to cancel the card or call the Finance Director who will cancel the card immediately.

If you suspect fraud or become aware of a fraudulent charge, immediately contact the credit card vendor using the phone number on the back of the credit card to cancel the card immediately.

Section 3-3 Purchase Types

The following types of purchases are allowed:

- In Person
- Telephone
- Fax Orders
- Mail Orders

- Internet Orders

Employees must maintain the appropriate documentation confirming the date, amount, supplier, and other data required for the purchase.

It is the responsibility of the cardholder to make every effort to ensure that sales tax is not charged on any purchases by providing the City's tax-exempt status per the Purchasing Policy. Accounts Payable **will not** be able to make any sales tax adjustments in payment processing. The City does recognize that sometimes it isn't feasible to provide a tax-exempt letter and in these cases sales tax will be incurred. For example, some online purchases don't have a place for tax exempt. In most cases the total purchase amount including sales tax will be cheaper than paying in person, etc.

Under no circumstances may the card be used for the following, unless approved by the City Administrator:

- Alcoholic Beverages (unless approved by the City Administrator or other designated City official in the conduct of business)
- Construction, Renovation, Installation
- Personal Purchases
- Cash Advances
- Weapons and Ammunition (except for Police Department)
- Purchase of any electronic, video, or social media containing sexual or other illegal content, etc. (except for Police Department for official work capacity)

Any employee found to be using the card for these items may be subject to disciplinary action up to and including termination.

Section 3-4 Purchase Limits

Each card has a preset spending limit. The Finance Director is responsible for establishing the purchase limits.

Section 3-5 Records

To facilitate reconciliation and approval of the monthly statements, it is mandatory that cardholders obtain and retain supplier documentation for purchases. Examples of acceptable documentation are:

- Invoice
- Original receipt with **itemized** description of products purchases
- Internet order confirmation with pricing shown.

Section 3-6 Account Reconciliation

Once a month, the card vendor will send statements to the Finance Department. These statements summarize charges billed during the month or billing cycle and will contain the date, supplier name, and the amount charged.

The Accounts Payable Clerk will match up documentation received from various departments for these monthly charges. If any unreconciled items are left after reconciliation, the Accounts Payable Clerk will notify the department. All exceptions should be followed up with card vendor immediately.

Section 3-7 Resolving Errors and Disputes

Errors with merchandise delivery or incorrect billing will occasionally arise with the card system such as the following:

- lost or misrouted items
- incorrect quantities
- defective products
- incorrect pricing
- billing for item(s) not received

The solution to these problems can be achieved by following the steps outlined below. When applicable, the Cardholder will receive the appropriate credit amount applied to their card account. All disputed amounts should be reported to the Purchasing Coordinator immediately.

Section 3-8 Lost or Misrouted Items

If enough time has elapsed and the Cardholder has not received an item, the following steps should be taken:

1. Contact the supplier and inquire when the item was delivered and to what location.
2. Verify that the item was not received at that location.
3. If no record of receipt of the item is found, the Cardholder must call the supplier and request proof of delivery.
4. If the supplier cannot supply this documentation, the supplier should arrange to deliver the item or issue a credit for the transaction.
5. If no satisfactory resolution can be reached, contact the Purchasing Coordinator immediately.

Section 3-9 Incorrect Quantity or Defective Product

Employees should always check any incoming material as soon as it is received to ensure that the product matches the item ordered in quantity and quality. If any discrepancies are noted, the following steps should be taken.

1. Contact the supplier and attempt to resolve the issue over the phone.
2. If no settlement can be reached, call the phone number listed on the back of the credit card, complete the necessary documentation, and send the information to the credit card vendor.

The card vendor pledges to resolve all disputes as soon as possible; usually within 90 days. It may be necessary to reorder items in the interim. If this is necessary, the card vendor must be notified so that the proper credit is received. If material must be returned to the supplier, it should be shipped through an identifiable source.

Section 3-10 Credit Card Statement Discrepancies

If discrepancies are noted on the monthly statement (for quantity, price, duplicate billing, no credits from prior transactions, billing for items not received, etc.), the following steps should be taken:

1. Cardholders should contact the supplier to reconcile the difference.
Records should be kept of all telephone calls to the supplier.

If the supplier does not agree that an error has been made, the Cardholder should contact the credit card vendor using the phone number on the back of the card and state that they would like to dispute a charge on their Card. Complete the Cardholder Dispute Form and either fax or mail the form to the credit card vendor. Send a copy of this form to the Purchasing Coordinator immediately. Cardholders are responsible for the transactions identified on each statement. During this dispute resolution process, the Cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, it is the Cardholder responsibility to provide proof that the error or dispute resolution process has begun.

Section 3-11 Returns

If a return is necessary for an item purchased using a credit card or purchasing card, the following steps should be taken:

1. Prepare the necessary documentation for all returns of merchandise purchased on the card.
2. Notify the supplier that a return is being initiated and request that credit be issued on the card.

3. Keep a copy of the shipping ticket or other documentation to verify credit is issued by vendor and correct amount appears on the monthly billing statement.
4. Send a copy of the return documentation to the Accounts Payable Clerk.

Section 3-12 Accounts Payable Review

All monthly credit card statements and receipts will be reviewed by Accounts Payable to ensure that credit card procedures are properly practiced. Failure to follow the proper procedures may result in revocation of card privileges or other appropriate disciplinary action including possible termination of employment.

The primary purpose of this review is to ensure the proper expenditure of funds under this program. A secondary purpose is to track data on how, where, and for what purpose the cards are used. This is an employee empowerment program based on cardholder commitment and trust. Failure to follow all procedures outlined in this manual will result in revocation of card.

Section 3-13 Credit Card & Purchasing Card Authorizations

In order to have solid internal controls, every card purchase should contain the following signatures of approval. Approval may be written or electronic.

- Signature of the Cardholder.
- Signature of the responsible Department Head.
- Signature of the Purchasing Coordinator or the Purchasing Agent per Section 2-3.

CHAPTER 4 TRAVEL POLICY

Section 4-1 Overview

The City's goals are to allow travel arrangements that conserve public funds, provide equitable treatment of all personnel, and allow travel in a manner that is dignified. City employees may be reimbursed for travel and related expenses, as outlined below, while carrying out official duties or attending professional conferences and training courses which benefit the City. These regulations are applicable for all travel expenses incurred on behalf of the City. Where these regulations do not adequately cover a travel situation, the City Administrator may authorize exceptions.

No personal expenses will be reimbursed by the City. There is no objection to a spouse, other family member, or significant other traveling on an official trip, but **no expenses** directly attributable to them will be reimbursed or paid directly by the City, unless previously authorized by the City Administrator.

Section 4-2 Policy

All employees authorized to attend a conference, seminar, or other event pertaining to City business, shall be reimbursed for actual transportation fare to and from the travel destination from City Hall, actual room cost for overnight lodging, taxi fares, tips and other travel related expenses upon presentation of proper documentation and itemized receipts.

When necessary, one day prior and one day following a meeting or conference shall be allowed for travel to and from an approved meeting or conference. Scheduled returns shall be made on the day the conference or meeting ends unless it ends late in the evening. In that event, the following day may be allowed for travel. In some cases, it may be cheaper to fly the next day as well. Good judgment should be used in these cases and either the Purchasing Agent or Coordinator should be consulted.

Employees should not drive to meetings and conferences when travel time to the destination requires more than one day unless prior approval is received from the City Administrator. The use of a train, plane, or bus is recommended.

When an employee chooses to extend travel time to and from an approved site, any excess time shall be considered vacation and any expenses will be considered personal and shall be paid by employee.

All overnight travel including detailed documentation on the event/conference being attended must be approved in advance by the employee's Department Head and the City Administrator on using a Travel Request and Expense Report (Appendix F). Travel requests shall be submitted one week or more prior to the travel date, whenever possible. The form must be updated, and receipts provided upon completion of travel, prior to any reimbursement. This form should still be completed even if a credit card was used for travel expenses. Each individual department may have additional restrictions beyond those noted in this policy. Once complete with all receipts and backup documentation, department head approval has been received and invoice has been entered into accounting system, requesting department will forward to Accounts Payable Clerk for review, payment, and routing in accordance with the Purchasing Requirements in Section 2-3.

Section 4-3 Travel Authorization Procedure

For all City related travel, employees should adhere to the following process:

- No expenditure should be made until proper authorization is received from all necessary parties.
- A Travel Request and Expense Report (top portion of form) should be completed by the employee showing estimated costs associated with travel. Department Head authorization is required on all travel

requests. In addition, the City Administrator's authorization is required for all overnight travel trips where the employee must travel a distance of fifty (50) miles or more, or for in town travel where the employee anticipates an expenditure of \$500 or more, including registration costs and/or expenses. Travel distance is calculated as the distance from City Hall to the event round trip. MapQuest or another online direction app can be used to substantiate the mileage. Mileage during the conference for travel to different business locations will be reimbursed if documentation is provided.

- If a travel advance was requested, this amount should be recorded on the Travel Request and Expense Report.
- Once approval has been provided by the Department Head and City Administrator, a copy of the travel request report should be kept on file until the employee returns from the conference and attaches receipts and backup documentation and completes the form.
- While traveling, all employees should adhere to this policy. In addition, employees should retain all receipts for expenditures.
- The employee needs to put all expenses for their travel on their completed Travel Request and Expense Report (i.e. paying a registration fee)
- The requesting department may scan and enter into the accounting system and forward to the Accounts Payable Clerk in the Finance department for review, payment, and routing in accordance with the Purchasing Requirements in Section 2-3.

Section 4-5 Reimbursable Expenses

When traveling for City business, all efforts shall be made to keep travel expenses to a minimum. City-provided vehicles should always be utilized when possible in lieu of individual reimbursement for mileage. The following expenses for approved travel shall be reimbursed when accompanied by receipts or other documentation as required and appropriate:

1. Direct travel includes air, bus, train, and taxi fares.
 - All travel via airplane should be in the Coach or Economy class;
 - All rental cars should be standard size unless there is a need to carry multiple passengers. Prior approval from the City Administrator is required to rent a vehicle. Rental cars will be approved only when specifically required for City business. When a rental car is utilized, it will be necessary that the insurance be purchased from the rental agency.
 - Tips incurred as a part of travel, i.e. for taxis, baggage handlers, etc., will be reimbursed, however, are expected to be kept at a reasonable

amount.

2. Direct travel by personal vehicle will be reimbursed at the IRS established rate. Every reasonable effort should be made to carpool to conserve public funds. When 2 or more people travel in the same private vehicle, reimbursement will be paid to the owner of the vehicle. Mileage reimbursement will be based on the actual number of miles driven while traveling on City business. Receipts will be required for tolls and parking that exceed \$10.

Overnight lodging when travel extends beyond fifty (50) miles from City Hall.

- Hotels should be purchased at the conference rate or less whenever possible. If no conference rate is available, employees are expected to keep hotel costs as reasonable as possible, including considering other lodging facilities. Employees shall request the government rate, all available discounts, and tax exemptions, where applicable.
- All hotel rooms should be standard rooms (i.e. no suites unless no difference in price).

3. Meals and tips.

- Tips for meals should be reasonable considering the level of service provided and location of service. In most cases, the City will reimburse up to 20% for excellent service, and can be less when appropriate. Receipts for meals and associated tips are required. Exceptions to this must be approved by the Purchasing Coordinator.

4. Other reasonable and related expenses.

- Other expenses will be considered on a case-by-case basis and must be approved by the Finance Director and City Administrator.

Though expenses will vary depending on the nature and location of travel, it is expected that all reasonable efforts will be made to keep expenses at or below the US Government recommended daily per diem amount. The Finance Department will provide the US Government daily rate for any City to which an employee is traveling.

Section 4-6 Non-Reimbursable Expenses

The following travel expenses shall not be reimbursable:

1. Costs incurred by a spouse, other relative, or guest accompanying an

employee, unless approved by the City Administrator. For example, if an employee must upgrade from a single occupancy to a double occupancy hotel room to accommodate a family member, they are responsible for the difference in cost.

2. Non-conference hosted or related entertainment costs.
3. Personal expenditures such as laundry and cleaning, entertainment, or side trips not provided by the conference.
4. Purchase of alcoholic beverages, (unless approved by the City Administrator or other designated City official in the conduct of business) traveling.
5. Costs for traffic violations and/or parking tickets received while.

Section 4-7 Mileage Reimbursement

Whenever possible, employees should use a City provided vehicle for official City duties. If an employee utilizes a City vehicle for travel or a rental vehicle, there will be no mileage reimbursement; however, parking, tolls, and cost of gasoline are reimbursable at actual cost with vendor issued receipts.

If a City vehicle is not available or feasible and an employee is authorized by his/her Department Head to use a personal vehicle in the performance of official City duties for travel, the employee shall be compensated for the actual cost of parking and tolls. In addition, mileage to/from the closer of City Hall or point of departure will be reimbursed. Employees are to use map mileage (MapQuest, Google Earth, etc.) to determine the number of miles. Any mileage other than travel to/from conference must be documented and approved by the City Administrator before reimbursement will be made. All mileage will be reimbursed at a rate established by the Internal Revenue Service (IRS). Mileage for overnight conferences or seminars will go on the Travel Request and Expense Report. Any other mileage will be recorded on the Daily Mileage/Reimbursement Form (Appendix G).

All reimbursements related to daily travel expenses must be submitted along with all receipts and other backup documentation. Both employee and Department Head signatures are required. Once all is obtained, the requisitioning department may scan and enter in the accounting system and forward to Accounts Payable Clerk in the Finance department for review, payment, and routing in accordance with the Purchasing Requirements in Section 2-3.

Section 4-8 Specific Travel Policies

City Provided Vehicles

Employees authorized by the City Administrator may take City vehicles home as they can be called to conduct City business after hours and on weekends. Generally, this includes Department Heads who live within City limits or a reasonable distance from City limits. These employees are required to track and report their personal/commuting miles to the Human Resource Manager quarterly. These personal/commuting miles are

considered taxable and are reported in the salary/wages of the respective employee. City vehicles are not to be used for vacations and any personal time.

Emergency Personnel

The Police Chief and Fire Chief always utilize their City Vehicles, unless they are on vacation, sick leave etc. As they qualify as an exception under IRS guidelines, no personal/commuting use is considered taxable.

In addition, the Deputy Fire Chief and Assistant Fire Chief are eligible to receive mileage reimbursement at the IRS rate for City business miles driven on their personal vehicles. The maximum amount they will be reimbursed is \$100 per month. A mileage log containing date, purpose and mileage must be turned into the Finance Department to be reimbursed.

Service Organizations

Regarding local service organizations, if the City pays either an annual membership fee or all meal expenses associated with meetings of such an organization, mileage expenses incurred in attending the meeting or events of any such organization shall **not** be reimbursed. In addition, employee attendance at special events will be paid or reimbursed by the City. Any guests of the employee are considered personal and will need to be paid by the employee.

Section 4-9 Travel Expense Reimbursement

Upon completion of authorized travel, an employee must submit all proper paperwork as described above including itemized receipts. Failure to provide adequate documentation of expenses may result in the withholding of reimbursement. Missing documentation requires Department Head, Finance Director, and City Administrator approval for reimbursement. All reconciling reports and receipts must be submitted for approval and reimbursement within five (5) business days after the employee returns to work.

REVENUE & DEBT COLLECTION POLICY

Purpose

The City of Washington has a responsibility to its citizens to account for public monies and to establish proper control over all receipts and receivables to ensure sound financial management practices. The City has the responsibility to ensure all services they provide meet the community's expectations in terms of cost and quality. Debtor management is an essential element of the City's budget monitoring and control strategy. Rates and charges account for a considerable percentage of the total operating income of the City. Inconsistent and ineffective collection of the City's revenue and debts has the potential to

negatively impact the City's cash flow and consequently diminish the level of service to the community.

This revenue policy provides guidelines for revenue control and management policies required by state law, City Code and generally accepted accounting principles. In addition, it provides guidelines for billing and collection practices, accounts receivable management, budget review responsibilities, and debt collection. It also incorporates GFOA's best practices and administrative practices.

Revenue Policies

The City will strive to maintain as diversified and stable a revenue system as permitted by law to shelter it from short-run fluctuations in any one revenue source. The revenue mix should combine elastic and inelastic revenue sources to minimize the effect of an economic downturn. In addition, the City will fund current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures or accruing future revenues. One-time revenue sources will not be used to fund operating expenditures but will be used for capital purchases or one-time expenditures.

Estimates and Projections:

Because revenues are sensitive to both local and regional economic activities, revenue estimates shall be conservative. The City will estimate its annual revenues by an objective, analytical process using best practices as defined by the Government Finance Officers' Association and in accordance with the City's budget policy. The City will also project revenues for 10 years in the annual budget process and will update this projection annually.

Revenue Types

User Fees:

The City will establish all user charges at a level related to the cost of providing the service and within policy parameters established by the City Council. In each odd numbered year or sooner if necessary, the City will review user fees to adjust for the effects of inflation, changes in the service delivery costs and other factors as appropriate. In instances where State or other regulations limit the level of fees charged for City services, the user fee cost recovery principles may not apply. The City will set fees at a level to support the direct and indirect costs of the activity recognizing that a reasonable fee may or may not fully support the total cost of the program and this will vary depending on the type of user fee.

User Fee Cost Recovery:

In setting user fees and cost recovery levels, the following factors will be considered:

1. **Community-Wide Versus Special Benefit** – The level of user fee cost recovery should consider the program or activity when determining cost recovery fees. The use of general-purpose revenues is appropriate for community-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.
2. **Service Recipient Versus Service Driver** – After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts; the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.
3. **Effect of pricing on the Demand for Services** – The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly stimulated by artificially low prices. Conversely, high levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.
4. **Feasibility of Collection and Recovery** – Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

Factors Favoring Low Cost Recovery Levels:

1. There is *no* intended relationship between the amount paid and the benefit received.
2. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service.
3. There is *no* intent to cover the cost of the service. Examples may include park pavilion and auditorium rental.

4. The service is non-recurring, generally delivered on a “peak demand” or emergency basis, can not reasonably be planned for on an individual basis, and is not readily available from a private sector source.
5. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily be detected by the City. Small-scale licenses and permits might fall into this category.

Factors Favoring High Cost Recovery Levels:

1. The service is similar to services provided through private sector and private or other public sector alternatives could or do exist for the delivery of the service.
2. For requested service that requires added costs, it is intended that there will be a direct relationship between the amount paid and the level and cost of the service received. An example is higher fees for utility hook-up after normal working hours.
3. The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, subdivision review fees for large projects would fall into this category.

General Concepts Regarding Fee structure:

1. Revenues should not exceed the reasonable cost of providing the service.
2. Cost recovery goals should be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, and insurance.
3. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.
4. Rate structures should be sensitive to the “market” for similar services as well as to smaller, infrequent users of the service.
5. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

Low Cost Recovery Services:

Based on the criteria discussed above, the following types of services should have very low cost recovery goals. In selected circumstances, there may be specific activities within the broad scope of services provided that should have user charges associated with them. However, the primary source of funding for the operation as a whole should be general-purpose revenues, not user fees.

1. Delivering public safety emergency response services such as police, fire and dispatching services.
2. Maintaining and delivering public facilities that are provided on a uniform, community-wide basis such as streets, parks and general-purpose buildings.
3. Providing social service programs and economic development activities.

Recreation Programs:

The following cost recovery policies apply to the City's recreation programs:

1. Cost recovery for activities directed to adults should be relatively high.
2. Cost recovery for activities directed to youth and seniors should be relatively low. Although ability to pay may not be a concern for all youth and senior participants, these are the desired program activities, and the cost of determining need may be greater than the cost of providing a uniform service fee structure to all participants. Further, there is a community-wide benefit in encouraging high levels of participation in youth and senior recreation activities regardless of financial status.
3. In those circumstances where services are similar to those provided in the public sector, cost recovery levels should be higher.

The City Parks and Recreation department will work with the Parks and Recreation Board to review recreation programs and establish specific cost recovery targets for broad program classifications. Fees will be reviewed by staff and by the Parks and Recreation Board every odd numbered year with any recommendation taken to City Council for approval.

Planning and Building Programs:

The following cost recovery policies apply to the Planning and Building programs:

1. Services provided under this category include:

- Planning (planned development permits, parcel maps, rezonings, general plan amendments, variances and use permits, etc)
 - Building and safety (building permits, inspections, etc)
 - Engineering (subdivision requirements, encroachments, etc)
2. Cost recovery for these services should generally be very high.

Comparability with Other Communities:

In setting user fees, the City will consider fees charged by other agencies in accordance with the following criteria:

1. Surveying other comparable communities provides useful background information in setting fees:
 - They reflect the market for these fees and can assess where the City compares.
2. If prudently analyzed, they can serve as a benchmark for how cost-effectively the City provides its services.
3. However, fee surveys should never be the sole or primary criteria in setting City fees as there are many factors that affect how and why other communities have set their fees at their levels. For example:
 - What level of cost recovery is their fee intended to achieve compared with our cost recovery objectives?
 - What costs have been considered in computing the fees?
 - When was the last time that their fees were comprehensively evaluated?
 - What level of service do they provide compared with our service or performance standards?
 - Is their rate structure significantly different than ours and what is intended to achieve?

These can be very difficult questions to address in fairly evaluating fees among different communities. As such, the comparability of our fees to other communities should be one factor among many to be considered in setting City fees.

Enterprise Fund Fees and Rates:

Since Enterprise funds are intended to be fully self-supported from user fees and self-sustaining, the City will establish all fees and user charges for each enterprise fund at a level that fully supports the total direct and indirect cost of the activity including operations, capital outlay, capital improvements and debt service.

The City will use the 10-year capital budget plan as a guide to determine and identify the timing and level of possible rate changes. User Rates will be

reviewed by staff and by the Board of Public Works Board every odd numbered year or sooner if deemed necessary with any recommendation taken to City Council for approval.

Interfund Transfers and Advances:

In order to achieve public policy goals, the City has established various special revenue, capital project, debt service and enterprise funds to account for revenues whose use should be restricted to certain activities according to governmental standards.

Accordingly, each fund exists as a separate fund with its own resources, expenditures/ expenses and fund equity/net position.

Any transfers between funds for operating purposes are clearly set forth in the annual budget. With an operating transfer, financial resources are transferred from one fund to another. Conversely, an advance is made for temporary cash flow reasons and is not intended to result in a transfer of financial resources by the end of the fiscal year.

In summary, interfund transfers result in an immediate change in fund equity with no expectation of repayment; advances, do not, as the intent is to repay the loan in the near term.

Grant Funding Revenues:

The City will actively seek grant funding to fund both operating and capital expenditures. Prior to acceptance of grant funding, an evaluation of the grant must determine the following:

1. The grant purpose is compatible with the City's mission, strategic priorities, and program objectives.
2. The benefits provided by the grant exceed the cost of administration. To ensure this objective, a multi-year cost/benefit analysis should be prepared by the department outlining any matching funds, direct costs, in-kind contributions, etc. that will be incurred by the City. In addition, a funding source should be identified.
3. The grant does not commit the City to long-term tax funded expenditures after the completion of the grant period. The City will evaluate the cost and funding source to determine whether to continue the service when the grant period ends. The decision to continue to fund or drop will be made prior to accepting the grant. Alternatively, the City could choose to continue the service using available revenues after the grant period ends.

Each department is responsible for seeking grant opportunities, preparing a cost/benefit analysis, obtaining pre-approval, seeking budgetary approval and

funding, assigning properly trained staff to carry out the grant and obtain reimbursement, and applying for them. All grants should have approval of the City Administrator and City Grant Administrator before application is made to ensure the above guidelines are met. Some grants have even more restrictive guidelines for approval and may require City Council approval before application is made.

Once approved, departments must forward approved application to Finance department designated grant staff who will assign project number to ensure proper posting and reporting. Departments will manage the grants through the project period and will submit timely requests for reimbursement to the grantor. All reimbursement requests and backup documentation must be forwarded to Finance department designated grant staff to ensure proper posting of revenues.

The City appoints the Finance Director to serve as the City's Grant Administrator who will review and monitor all grants to ensure proper annual reporting in the City's Annual Comprehensive Financial Report (ACFR) and Single Audit Report if required.

Annual Budget Review

During the annual budget process, Budget staff will incorporate any recommendations received for fee or rate changes and incorporate into future budget projections based on the above revenue policies to ensure the City is working with the most accurate and current projections in the budget process.

Accounts Receivable Billing and Collection Policies

A. General Accounts Receivable Controls

1. The City will encourage the use of wire, ACH, direct deposits, and other electronic forms of receipts, deposits, and payments whenever possible to reduce the risk of error, reduce the opportunity for misappropriation, reduce the level of returned checks, and ensure more rapid turn-around time on receivables.
2. The City will establish segregation of duties so that one employee does not have the ability to initiate and authorize transactions, execute transactions, record transactions, reconcile, and maintain custody.
3. The staff person responsible for entering the billing will not have the ability to record cashing transactions on customer's accounts or reconcile accounts.
4. All accounts receivable adjustments to any customer's account must have proper backup documentation and must be approved by Finance Director, Finance Assistant, or City Administrator. All utility accounts receivable adjustments to any customer's account must have proper backup

documentation and must be approved by Finance Director, Finance Assistant, or Water & Waste Water Superintendent.

B. Accounts Receivable Billing (excludes utility billing)

1. The City will use a monthly billing cycle. Customers will be invoiced on a monthly basis or as needed for special billing situations.
2. Due date will be 30 days from the date of the billing.
3. Statements will be prepared and mailed out monthly for any balances not paid by the due date.
4. Delinquent Accounts:
 - a. Penalty & Interest- Landfill Billing Only - A delinquent bill shall be subject to a penalty of ten percent (10%) applied to the delinquent balance in addition to interest at the rate of one and one-half percent (1 ½%) per month on the delinquent balance.
 - b. Landfill Billing Only- For any bill not paid within 15 days after the bill becomes delinquent, the customer's service shall be discontinued until the bill is paid.

C. Utility Billing – City Code dictates this policy in much more depth and detail for the utility billing. In this policy, only a few general basics are covered.

1. The City will use a monthly billing cycle. Customers will be invoiced on or around the 15th of the month for the previous month's usage.
2. Due date will be 20 days from the date of the billing.
3. Penalty & Interest - A delinquent bill shall be subject to a penalty of ten percent (10%) applied to the delinquent balance in addition to interest at the rate of one and one-half percent (1 ½%) per month on the delinquent balance.
4. Deposits will be required for new customers and delinquent customers in accordance with City Code.
5. Any bill not paid within 15 days after becoming delinquent, is subject to shut off.

Debt Collection Policies (excludes utility billing)

The City will make every effort possible to collect accounts receivable in a time efficient manner. The Finance Director has the authority to set up reasonable payment arrangements with customers who need extra time do to unforeseen circumstances. If the customer has set up written payment arrangements with the Finance Director, they will be exempt from debt collection practices as long as they remain in good standing with the arrangements that they have set up.

Staff will print an aging report monthly and follow the below guidelines for debt collection practices in order to try to collect debt owed to the City as quickly and as efficiently as possible.

1. 90 days delinquent –Initial Recovery– Notification will be made using any one of the following methods. Mail, E-mail or Telephone. Telephone or Email are preferred methods.
2. 120 days delinquent –Intermediate Recovery—If Initial recovery has been exhausted and all or a substantial part of the debt remains unsatisfied, notification will be made using any 2 of the following methods. Mail, E-mail or Telephone. Telephone or Email are still the preferred methods of communication. A minimum of two (2) attempts shall be made to contact the debtor before the debt is progressed to the Advanced Recovery stage.
3. After one year, the debt is considered to be in the Advanced Recovery stage. In this stage, the A/R Clerk will provide an aging list to the Finance Director and City Administrator who will consider the following factors for each account:
 - a. The security afforded the debt.
 - b. Prospects of successfully recovering the debt.
 - c. The cost effectiveness of the recovery method undertaken.

After consideration of the above on either the class of debt or an individual basis, the following solutions may be employed:

- d. Turn over to collection agency.
- e. Legal action.
- f. Write-off the debt.
- g. Sale of land action.

Memo

To: Mayor and City Council
From: Mary Sprung
Date: December 4, 2023
Re: Financial Policy Manual Update

The Financial Policy Manual included in your packet for approval tonight contains all the current policies of the City combined in one manual. This process has been ongoing for 3 years. Many of the policies did not change or had only minor or cosmetic changes. All of the policy changes have been reviewed by the Finance Committee. The only policy which has a redline version is the purchasing policy because it is the most recent policy that has been reviewed. The other policies were updated before we were doing the redline version. The big changes are highlighted below.

Fund Balance Policy:

We are recommending the minimum unassigned fund balance of the General Fund to increase from 15 to 25%. The GFOA recommends a minimum of 2 months (17%) of operating expenditures to be maintained. When rating agencies review our bond rating, they prefer this to be higher so we are recommending 25% for the general fund which will now match the Enterprise funds which are already at 25%.

Purchasing Policy:

The last time it was updated was 2017.

Both a redline copy and a clean copy is attached for your review.

Highlights of the changes are listed below:

Purchasing Approval Limit changes – Prices have increased since 2017 so the Purchasing Committee is recommending these changes.

Department Head- New Limit \$10,000 Prior \$3,000

Finance Director – New Limit \$10,000 to \$15,000 Prior \$3,000 to \$6,000

City Administrator—New Limit >\$15,000 Prior >\$6,000

Based on the last couple of years, by raising these limits, purchase order requisitions will be reduced by over 50%.

Budget Change Requests – Created a budget reserve in capital funds to pull from for minimal budget adjustments. This excludes Construction Contracts (change orders would still go to Council for approval)

\$50,000 reserve in VER fund, CIST fund, TST fund and Stormwater fund. Staff can request internal budget adjustment to cover freight increases, etc. Each capital item would be limited to \$5,000 per use. Can be approved by Purchasing Coordinator, Purchasing Agent or City Council.

Using a budget reserve will streamline the budget amendment process.

Credit cards -- Updated credit card section -eliminated bank credit cards since the City now has the Purchasing Card Program.

Terminology and Processes --Updated to reflect what is currently being done.

By making the above changes, the City will operate more efficiently due to the intrinsic savings from reduced staff time in both the purchasing and budgeting areas.

The Financial Policy manual will be internally reviewed annually to see if any changes or updates are necessary.

I will be at the Council Meeting to discuss and answer any questions that you may have or feel free to reach out to me before then if you want clarification on any policy change.

PURCHASING POLICY

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CHAPTER 1 PURCHASING POLICY

Section 1-1 Introduction

This Purchasing Policy shall provide full information concerning the purchasing strategy, ~~rules~~rules, and regulations applicable to the City of Washington. This Policy ensures standardized procedures ~~that to~~ provide fiscal control and ~~allows allow~~ the City to obtain quality goods and services at the lowest possible ~~costs cost~~ and receive maximum value for each public dollar spent.

Each department head is responsible for the procurement of goods and services necessary for the operations of their respective department, subject to approval levels defined in this policy.

It is the responsibility of each department head to ensure that all purchases are made in a cost-effective manner, and that no funds are expended above appropriated amounts without prior authorized approval.

If any designated individual in this policy will be temporarily unavailable (ie. vacation, short-term leave, etc), before leaving they may appoint a designee during the absence. If any designated individual in this policy is not available due to unforeseen circumstances, a designee may shall be recommended by the Finance Director and assigned by the City Administrator or Mayor (segregation of duties and internal control will still be top priority) so the City may continue to function and provide the same level of City services.

A list of forms is provided in the Appendix as a tool for staff to utilize. These forms will be updated as needed to accommodate changes in workflow, staffing, etc. Changes to the forms will be done by internal staff and do not require formal Council Approval.

Section 1-2 Goals

The basic goals of the City of Washington purchasing policy are:

1. Coordinate purchasing activities between various departments, Finance and Administration.
2. Comply with legal requirements of public purchasing.
3. Ensure the integrity of public procurement.
4. Ensure consistent use of purchasing procedures.
5. ~~Assure vendors~~Provide assurance that equal and impartial treatment will be afforded to all who wish to do business with the City.
6. Receive maximum value for each public dollar spent.
7. Optimize the City's fiscal controls and cash flow.
8. Provide City departments required supplies and services at the time and place needed in the proper quantity and quality.

If the procedures and guidelines established in this manual are followed, each department

will efficiently manage, control, and plan their available resources to meet present and future departmental needs and help the City meet ~~its~~ these goals.

The City Administrator ~~or designee~~ will act as the City's Purchasing Agent and the Finance Director ~~or designee~~ will act as the City's Purchasing Coordinator.

Any employee found in violation or not meeting the goals or guidelines set for in this policy, may be subject to disciplinary action, up to and including ~~and possible~~ termination of employment.

Section 1-3 General Guidelines

Planning for purchases should be done on both a short-term and long-term basis. Procurement begins with the preparation of the Annual Budget including the Long-Range Budget Plan. The following guidelines will be considered in all City purchasing:

1. Local Vendors. It is the objective of the City of Washington to purchase products and/or services at the best prices. Whenever ~~possible~~ feasible, Washington vendors ~~should~~ may be contacted. Washington vendors are those businesses possessing a Washington business license, or if a license is not required, located within the city limits of Washington.
2. Missouri Domestic Products Procurement Act. It is the desire of the City to encourage the purchase of products manufactured, assembled, or produced in the United States, if the quality and price are comparable with other goods, in accordance with Chapter 34 of the Missouri statutes.
3. Recycled Products. It is the desire of the City to encourage the purchase and use of products manufactured from recycled materials, if the quality and price are comparable with other goods. Consistent with purchasing and using recycled goods, the City will observe the recycling requirements listed in Chapter 34 of the Missouri statutes whenever feasible.
4. Budgetary Limits. Budgetary limits are to be strictly observed. Budget Amendments between line items from the same department with no change in departmental fund balance must be requested using a Departmental Budget Amendment/Adjustment Form (Appendix A) and approved by the Finance ~~Manager~~ Director or the City Administrator. Budget Amendments between departments in the same fund with no change in fund balance must also be requested using a Departmental Budget Amendment/Adjustment Form and ~~be~~ approved by both the Finance Director and the City Administrator. All other budget amendments must be approved by City Council. Department heads contemplating a purchase that will exceed a budgetary account should contact the Finance ~~Manager~~ Director to ~~e~~nsure that provision is made for the necessary budget adjustment prior to initiating the purchase.

5. Best Price. Purchases shall be awarded to the vendor or provider that is deemed to be in the best interest of the City, not necessarily the lowest price. The following criteria will be considered when determining what is in the best interests of the City:

- A. price,
- B. the level or quality of the service or product offered, including green considerations,
- C. the demonstrated ability to provide the service or product,
- D. timeliness of delivery,
- D.E. location and distance from facility,
- E.F. level of fit.

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~~To in order to successfully document "best interest", when the purchase approved purchase is to be made from a vendor other than the low bidder, the reasons appropriate justification shall be documented on the Bid/Quote Summary Form (Exhibit Appendix ED) by the requisitioning department. Approval shall be received from the City's Purchasing Coordinator and/or Agent before order placement.~~

6. Quality Buying. Vendor selection shall also include consideration of the service quality. Quality and service are just as important as price and it is the responsibility of the requisitioning department to secure the best quality for the purpose intended. In some instances, the primary consideration is durability. With other purchases, it may be a question of immediate availability, ease of installation, frequency of repair, or efficiency of operation that must be given primary consideration. The purchase of goods or services that will meet but not exceed the requirements for which they are intended defines quality buying. In the case of motor vehicles and other capital expenditures, departments may want to investigate life cycle costs or EPA mileage ratings repair time turnaround to compare bids/quotes as opposed to utilizing prices as the sole criterion for determining the lowest responsible bidder. It is the responsibility of each department head to become familiar enough with the available equipment to determine department toe the appropriate quality required to develop specifications and bid/quote analysis which will result in quality buying.

7. Ethics/Bribery. All employees of the City of Washington have chosen to serve the public. No employee shall accept or be influenced in his/her duties by an offer of any payment, gift or favor from any source, other than his/her regular compensation from the City. It is particularly important that employees refrain from accepting gifts where it might be construed as evidence of favoritism or unfair advantage relative to any supplier or vendor. and therefore shall not accept, grant, or be influenced in their duties by any offer of payment, gift or favor from any source other than their compensation from the City. Attempts to influence decisions regarding the expenditures of public funds may be directed towards any employee who has influence over the selection of vendors. The penalty for accepting a bribe will be immediate disciplinary action up to and including and/or termination.

No endorsements of products or services shall be permitted using an employee's name or position or the City's name without the approval of City Council.

Any employee who feels pressured by any City vendor should immediately report the vendor to the Purchasing Agent and Coordinator.

8. Conflicts of Interest. Every officer or employee of the City shall comply with the provisions of Sections 105.450 to 105.496 RSMo. No elected or appointed official or employee of the City shall:

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(1) Act or refrain from acting in any capacity in which he is lawfully empowered to act as such an official or employee by reason of any payment, offer to pay, promise to pay, or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to himself or any third person, including any gift or campaign contribution, made or received in relationship to or as a condition of the performance of an official act, other than compensation to be paid by the City; or

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(2) Use confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself, his spouse, his dependent child in his custody, or any business with which he is associated;

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(3) Disclose confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself or any other person;

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(4) Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit to such official or his spouse or dependent children, including but not limited to increases in retirement benefits, whether received from the state of Missouri or any third party by reason of such act. For the purposes of this subsection, "special monetary benefit" means being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected. In all such matters such officials must recuse themselves from acting, except that such official may act on increases in compensation subject to the restrictions of Section 13 of Article VII of the Missouri Constitution; or

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(5) Use his decision-making authority for the purpose of obtaining a financial gain which materially enriches himself, his spouse or dependent children by acting or refraining from acting for the purpose of coercing or extorting from another anything of actual pecuniary value.

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(6) No elected or appointed official or employee of any political subdivision shall offer, promote, or advocate for a political appointment in exchange for anything of value to any political subdivision.

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~~A. No officer or employee of the City shall participate in a contract for supplies or services when that person knows:~~

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~~(1) The officer, employee or any member of the officer's or employee's immediate~~

~~family has a financial interest pertaining to the contract; or~~

~~(2) A business or organization in which the officer, employee, or any member of their immediate family, has a financial interest pertaining to the contract.~~

~~Any contract in which with any officer or employee of the City that has either has a direct or indirect financial interest, directly or indirectly, may will only be considered when it when said contract is awarded as a result of open bidding the bid opening guidelines outlined in this manual.~~

~~Every officer or employee of the City shall not directly or indirectly solicit any gift or receive any gift, whether in the form of money, services, loans, tickets, promises, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a reward for any official action on their part. Gifts of food and other de minimus items are excluded.~~

~~The City Clerk maintains a list of elected and appointed officials who need to file an annual report with the Missouri Ethics Commission and insures everyone files by May 1 of each year.~~

8.9. Sales Tax. The City is exempt from paying all local and state sales tax. The Finance Department can provide the necessary exemption documents to any vendor, upon request.

The City's Missouri sales tax exemption number is 12494267, and has no expiration date.

9.10. Shipping. Shipping, delivery, transportation, installation and similar costs are to be included in determining the best price. Specifications should specify FOB Washington, Missouri. It is important for shipping to be "FOB Washington", for if there is damage during shipment or the goods are defective, the vendor is obligated to rectify the situation.

10.11. Personal Purchases. Personal purchases for employees by the City generally are prohibited. Exceptions may be made where the Purchasing Agent or Purchasing Coordinator determines that the purchase benefits the City, such as allowing employees to purchase clothing with the City's logo on it, sale of surplus property, etc. If an employee does make a personal purchase, the appropriate amount of applicable sales tax shall be charged and remitted to the State of Missouri. For example, when a police officer retires, he/she may like to purchase the firearm used during City service. In this case, the City Administrator may approve the sale of City property and the City will charge the applicable sales tax rate at purchase time. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Exceptions may be made by the Purchasing Agent or Purchasing Coordinator for special discounts extended by outside agencies such as a discount for government employees for phone service, exercise fitness programs, etc.

~~11.12.~~ Planning. Planning of purchases should be completed by each department on a short term and ~~long-long~~-term basis. Small orders and last-minute purchases should be minimized, thereby increasing the capability of each department to purchase its goods and services in larger quantities. Large quantities typically encourage the maximum discount possible and therefore improve pricing. Planning will also reduce the time expended on pickups, documenting purchases, and will allow the City to improve its fiscal control and optimize cash flow.

~~12.13.~~ Vendor Selection. Vendors and suppliers of the City shall be carefully selected. ~~City~~ Before selecting a department's vendor, departments should assure themselves that the vendor has a proper license, is an authorized dealer for the given product, or is a qualified provider of the services sought. If the vendor is within City limits and is required to have a business license, departments must check with the Finance Department to insure they have a valid license. In addition, if required, departments must obtain make sure vendor is able to provide a current certificate of insurance.

~~13.14.~~ Public Review. All specifications, bid/quote documentation, purchase orders, and other supporting documents that are public records are available to citizens, vendors, media, etc. upon reasonable request. Public records will be available for public review during normal operating hours, and may require advance notice per the Missouri State Statutes regarding Freedom of Information Act. All requests should be made through the City Clerk's office.

Section 1-4 Definitions

The following are definitions of words, terms, and phrases used in the City's procurement of supplies and services:

Bid Opening/Formal Bid

The bid for certain items, projects, contracts, etc. is advertised in a newspaper along with a deadline date and time. If a bid is received after the date and time ~~it is advertised, it~~ is not considered in the bid opening. All bidders are welcome at the public bid opening. Formal bids are usually required for items greater than \$10,000 as specified in Sections 2-3 and 2-5. The Purchasing Agent or Coordinator may request formal bids for items less than this amount or may waive the requirements for formal bids if deemed necessary due to timing, emergency, etc.

Bid Packet

In order to maintain consistency among the departments a standard bid packet should be used. The following should be included in the packet: prevailing wage report, illegal alien's policy, insurance requirements, etc. The department may want to add their own specifications, reports, policies, etc. as needed.

Construction

Means the construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair to all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. process of building, altering, repairing, improving, or

~~demolishing any public infrastructure facility, including any public structure, building, or other improvement of any kind to real property. It does not mean the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property. Construction does not include the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.~~

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Contract

Means all types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

Credit Card

~~Means all city credit cards issued or utilized in a purchasing card program in the City's name. This includes the purchasing card program as well as any other store credit cards.~~

Emergency Purchases

~~Means an immediate expenditure is necessary for repairs to City property in order to protect against further loss of, or damage to, City property, to prevent or minimize serious disruption in City services or to ensure the integrity of City records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. After an emergency procurement is made by the ~~county commission~~ City Council, the nature of the emergency and the vote approving the procurement shall be noted in the minutes of the next regularly scheduled meeting.~~

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Financial Interest

Means ownership ~~of any interest~~ or involvement in any relationship from which, or as a result of which, a person within the past 12 months ~~has~~, is presently or in the future entitled to receive, more than \$500 per year, or its equivalent.

Green Procurement

Means the procurement of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service. Green procurement encompasses the concept of the procurement of goods and services that provide for basic human needs and bring a better quality of life, while minimizing the use of non-renewable natural resources and toxic materials and the emission of wastes and pollutants over the life cycle, so as not to jeopardize the ability of future generations to meet their own needs.

Green Product

Means a product that is less harmful than the alternative, having characteristics including, but not limited to, the following:

- Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life.
- Biodegradable – decomposes at a faster rate in landfill.
- Contains recycled material (post-consumer recycled content).
- Minimal packaging and/or for which there will be take-back by the manufacturer/supplier of packaging.
- Reusable or contain reusable parts.
- Minimal content and use of toxic substances in production.
- Produce fewer and/or less polluting by-products during manufacture, distribution, use and/or disposal.
- Produce the minimal amount of toxic substances during use or at disposal.
- Make efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources.
- Durable - have a long economically useful life and/or can be economically repaired or upgraded.

Invitation to Bid/Quote

Means all documents, whether attached or incorporated by reference, utilized for soliciting Bids/Quotes. A Bid is a call for pricing offers from companies, corporations, etc. by the city for certain items, projects, etc. Bids may be formal, informal (calls, internet, etc.), or written. There is a specific deadline to receive the product or the project to be completed.

Map Mileage

Means mileage from workplace to destination using MapQuest, Google Earth, etc.

Minor Informality

Means a mistake, excluding judgmental errors that have negligible material effect on price, quantity, delivery or contractual terms and waiver or correction of such mistake does not prejudice other bidders or offers.

Officer

An officer of the City as defined in the City Code.

Professional Services

Means those services requiring specialized knowledge, education or skill and where the qualifications of the person(s) rendering the services are of primary importance. Professional services shall include but not be limited to appraisers, land surveyors, attorneys, architects, engineers, physicians, health practitioners, auditors, systems and software analysts and other professional consultants.

Public Notice

Means the distribution or dissemination of information to interested and relevant parties

using methods that are reasonably available. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for that purpose.

Purchasing Agent

Means the person authorized at the City to enter into agreements and contracts. For the City of Washington, this person is the City Administrator or designee.

Purchasing Coordinator

Means the person authorized at the City who oversees the entire purchasing process. For the City of Washington, this person is the ~~Finance Manager~~Finance Director or designee.

Quote

A figure that the City receives from a contractor, corporation, etc. that is good for a limited time only.

Request for Proposals

Means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualification

Means all documents, whether attached or incorporated by reference, utilized for soliciting requests from companies, corporations, etc. This is not a bid, but is a qualification-based selection process.

Requisition

Means an internal document or process by which a department sends details of supplies, services, or materials requested to the Finance Department, including documentation of authority to commit funds for the purchase.

Responsible Bidder

Means a person who has the capability to fully perform the contract ~~requirements,~~and requirements and has the integrity and reliability that will assure good faith performance.

Responsive Bidder

Means a person who has submitted a bid/quote that conforms in all material respects to the invitation to bid/quote.

Services

Means the furnishing of labor, time, or effort by a contractor, not involving the delivery of specific end product other than reports or drawings.

Specification

Means any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Supplies

Means all property, including but not limited to commodities, equipment, materials, printing, insurance, and leases of real property, ~~excluding land or a permanent interest in land.~~

Surplus Supplies

Means any supplies other than expendable supplies no longer having any use to the City. This includes obsolete supplies, worn out or scrap materials, and nonexpendable supplies that have completed their useful life cycle.

Sustainable (green) service

Means a service acquired from a supplier who has a green operational policy and whose internal practices promote sustainability.

Threshold

Means the dollar value of contracts, above which a formal record is kept on file showing that environmental and/or other criteria were considered when requirements were defined.

Written or in Writing

Means the product of any method of forming characters on paper, other materials, or viewable screens that can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

CHAPTER 2 PURCHASING PROCEDURES

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Section 2-1 Purchasing Procedures

The City has established policies regulating the degree of formality to be followed in the purchase of supplies and services, depending on the cost of the items to be purchased. Subdividing purchases or the splitting of purchases into smaller orders to avoid these requirements is strictly prohibited. When seeking bid/quotes, the practice of "auctioneering" or "whipsawing" should be avoided by refusing to disclose to a vendor the price bid/quoted by competitors.

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Section 2-2 Purchase Orders

Purchase orders when required will be secured prior to purchasing all goods and services. The City's purchase order system is ~~administered electronically computerized~~. A purchase requisition must be completed by entering necessary data via computer terminal and be approved by the Department Head, ~~Finance Manager~~ Finance Director, and City Administrator under the approval procedures established in this manual. In order to ensure expeditious processing of purchase orders, it is important that the requisitioning department complete all forms and data entry accurately and verify the purchase is a budgeted item.

Purchase order requisitions (Appendix B) must contain the following items minimum:

- date
- vendor name and address
- complete description of the goods or services requisitioned including quantities, item/model numbers, prices, discounts, shipping, delivery information
- account number
- ~~project number, if required~~
- ~~budget amount~~
- ~~electronic authorization approval~~ of the Department Head (or ~~other~~ another authorized person)

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The purchase requisition shall be accompanied by all forms of appropriate backup documentation including ordinances, ~~completed~~ bid/quote forms ~~both~~ (written and verbal), copies of agreements/contracts etc. These back up items ~~shall~~ may be scanned in and attached to the purchase requisition by the requesting department in the City's accounting system. The Department Head must approve ~~all purchase requisitions~~. ~~Once approved, the purchase requisition will be entered into the accounting system and then routed in accordance with the Purchasing Requirements in Section 2-3. Once all signatures are obtained, the purchase requisition should be forwarded to the A/P Clerk in the accounting system which will forward/route the requisition for approval from the Finance Manager and/or City Administrator as appropriate.~~

After reviewing the requisition for accuracy and completeness and verifying proper approval has been obtained, the Finance Department will issue a Purchase Order (~~Appendix C~~) and return a yellow copy to the requisitioning department for order placement with the vendor. It is the responsibility of the originating department to provide vendors a purchase order copy if needed.

All purchase order requests require the appropriate approval and signatures ***prior to commitments being made or order placement***. A purchase order is a contract between the City and a vendor. The contract is not binding until it is accepted by the vendor.

Exceptions may be made for emergency purchases, ~~etc. but require the approval of either~~

~~the Purchasing Agent or Purchasing Coordinator. In these instances, the purchasing department must fill out the purchase order waiver form (Appendix DC) and get appropriate signatures on it prior to commitments being made or orders placed. This form must be attached to the invoice in order to be paid by the Finance Department. An additional exception may be made for monthly utility payments, monthly agreement/contracted amounts, multi-year contracts, etc. but require the approval of the Finance Director and City Administrator. These exceptions would be valid until revoked by the City Administrator. The Accounts Payable Clerk would maintain all purchase order waiver forms waived for future time periods in a permanent file for future reference. Some specific examples may be monthly prisoner fees, annual software maintenance fees, monthly fuel purchases, monthly vehicle leases, monthly electric, annual primacy and sewer connect fee, etc.~~

When an account is over budget in the line item for a requested purchase(s), the purchase order may be processed, but will require electronic approval of the purchase order by the Finance Director and/or City Administrator.

The issuance of purchase orders by unauthorized individuals will not be recognized by the City and payment for these obligations will not be approved.

Unauthorized purchases may be classified as personal expenses to be paid by the employee.

Section 2-3 Purchasing/Bid Requirements

A. Purchasing Limits, Bid Requirements, & Approval Levels

~~1.1. Budget purchases for less than \$103,000 may be obtained in the most advantageous method of purchasing with due regard for competitive prices and quality. Department heads should designate employees who will be allowed to make purchases and following internal control procedures to ensure that all purchases are for legitimate public purposes, that monthly statements from vendors are reconciled, and all purchases are properly accounted for in accordance with this policy.~~
advantageous method of purchasing with due regard for competitive prices and quality. Department heads should designate employees who will be allowed to make purchases and to provide internal control procedures to insure that all purchases are for legitimate public purposes, that monthly statements from vendors are reconciled, and all purchases are properly accounted for.

~~2.2. Budgeted purchases exceeding \$103,000 but less than \$15,000 require 3 bids/quotes to be solicited by email, regular mail, telephone or fax. If a department head is unable to secure three verbal or written bids/quotes, a notation explaining why fewer than three qualified vendors were available should be made on the Bid/Quotation Summary Form (Appendix ED) and scanned into the Accounting System for review with the Purchase Requisition. An online price comparison will be accepted if three bid/quotes could not be obtained through the other means listed above. The department making the purchase is required to obtain the bids/quotes and complete all necessary paperwork including any contracts, etc. and enter purchase~~

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information into the City's accounting system as stated in Section 2-2. The ~~Finance Manager~~ Finance Director, prior to an order being placed with a vendor, must approve purchase order requests for supplies ___ or services having a value exceeding \$103,000 with an electronic signature. A purchase order will be issued once all appropriate approval/signatures are obtained. ~~When seeking bid/quotes, the practice of "auctioneering" or "whipsawing" should be avoided by refusing to disclose to a vendor the price bid/quoted by competitors.~~

3. ~~3.~~ Budgeted purchases exceeding \$156,000 but less than \$50,000 require 3 written bids/quotes to be solicited. Department heads are reminded that the use of written bids/quotations requires appropriate planning to ensure that ___ adequate lead time is available to satisfy the purchasing requirements. The department making the purchase is required to obtain the bids/quotes and complete all necessary paperwork including any ordinances, contracts, etc. and enter purchase information into the City's accounting system as stated in Section 2-2. Both the ~~Finance Manager~~ Finance Director and City Administrator prior to an order being placed with a vendor, must approve purchase orders for supplies or services having a value exceeding \$156,000, with an electronic signature. A purchase order will be issued once all appropriate approval/signatures are obtained.

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4. Budgeted purchases exceeding \$4050,000 require formal bids. ~~See formal competitive bid requirements in Sections 2-5 through 2-10.~~ Specifications should be reviewed and approved by the Department Head or designee before an invitation to bid is submitted. ~~forwarded to the Purchasing Agent's office for review, comment and approval. The City Administrator will then may request to review the bid specifications before authorize the preparation of the invitation to bids sent out.~~ The department head should submit a list of qualified vendors along with the specifications. ~~After approval, an invitation to bid will be sent to these vendors, those vendors who have requested inclusion in the City's prospective vendor file, as well as those that respond to the legal notice.~~ Department heads are reminded that the formal bid process requires appropriate planning to ensure that adequate lead time is available to satisfy purchasing requirements. The department making the purchase is required to follow the formal competitive bid requirements in Sections 2-5 through 2-10 and complete all necessary paperwork including any ordinances, contracts, etc. and enter purchase information into the City's accounting system as stated in Section 2-2. Both the Finance Director and City Administrator prior to an order being placed with a vendor, must approve purchase orders for supplies or services having a value exceeding \$50,000. A purchase order will be issued once all appropriate approval/signatures are obtained.

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4. All purchases exceeding \$40,000 require City Council approval before the item can be paid. A letter is submitted by the Finance Manager at City Council meeting for approval. Exceptions may be waived by Purchasing Agent or Coordinator for emergency purchases and/or any purchase that requires immediate payment. For these cases, the next letter submitted to the City Council for approval should list these purchases with appropriate reasons for paying. In addition, backup documentation should be submitted for purchases other than monthly payroll and debt services expenditures.

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B. City Council Approval to Purchase

The following items require City Council approval before items can be purchased.

- Any capital item per the definition below (\$25,000 for infrastructure, \$5,000 all other).
- Any contract or agreement (non-capital) which is more than \$15,000 (City Administrator purchasing limit established in Section 2-2).
- Any budget amendment which changes Fund Balance.

C. Capital Items-Special Approval

1. Definition

Capital assets are defined by the City as assets with an initial, individual cost of \$5,000 or more and a useful life of 2 or more years. Infrastructure assets are reported with an initial, individual cost of \$25,000 or more. These items are required to be recorded as a capital asset of the City. At the time of final payment, a Disposition Form must be completed and sent to the Finance Department. In addition, if a capital asset is traded in, sold, auctioned, or otherwise disposed of, this should be documented on the Capital Asset Form which will remove the asset from the City's asset list.

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Examples of Capital Assets are defined as:

- Land
- Construction in progress
- Buildings and Building Improvements
- Improvements other than buildings
- Infrastructure (streets, water & sewer lines, sidewalks, curbs & gutters, alleys, right of ways, easements, street lights, traffic lights)
- Machinery & Equipment (including vehicles and furniture and fixtures)

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2. Capital Budget

All capital items are originally requested and approved for the year in the annual budget. However, for various reasons, priorities or needs may change or shift and different items need to be purchased than what was originally budgeted or the amount originally budgeted may not be enough funds anymore. Therefore, the following guidelines are established to help staff better manage these variances.

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A. Budget Reserve-A budget reserve amount will be established every year in the annual budget for each of the following capital funds:

- Vehicle Equipment Replacement Fund
- Stormwater Fund
- Capital Improvement Sales Tax Fund
- Transportation Sales Tax Fund

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B. Parameters for Use of Reserve

- a. Must be approved by Purchasing Coordinator, Purchasing Agent or City Council.
- b. Limit of \$5,000 per capital asset purchase
- c. Construction Contracts are excluded from use

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C. Budget Change Requests/Amendments

The following guidelines are to assist with the decision of whether a budget amendment is necessary. This section does not determine if an item needs to be bid out or needs to go to City Council for approval for purchase.

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a. Item not in Original budget

- Must inform City Council
- Fund balance would increase more than \$5,000 so budget amendment would be needed

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b. Item in Original budget but you want to Switch Items

- Must inform City Council
- If fund balance doesn't increase, no budget amendment is needed.
- If total coverage is less than City Administrator's purchasing limit of \$15,000 or if total fund balance increases less than \$5,000 budget reserve, then budget amendment is not needed as long as budget reserve is approved by Purchasing Coordinator and Purchasing Agent.
- If total coverage is more than City Administrator's purchasing limit of \$15,000 or if total fund balance increases more than \$5,000 budget reserve, then budget amendment is needed.

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c. Item over amount Originally budgeted

- Must inform City Council
- If total coverage is less than City Administrator's purchasing limit of \$15,000 or if total fund balance increases less than \$5,000 budget reserve, then budget amendment is not needed as long as budget reserve is approved by Purchasing Coordinator and Purchasing Agent.
- If total coverage is more than City Administrator's purchasing limit of \$15,000 or if total fund balance increases more than \$5,000 budget reserve, then budget amendment is needed.

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D. Budget Amendments

The City will follow the rules for budget amendments as lined out in the City's Budget policy. Specifically, the following rules will apply:

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- Amendments between line items within the same department with no change in fund balance can be approved by the Finance Director.

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- Amendments between departments with no change in fund balance can be approved by the City Administrator.

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➤ All other budget amendments must be approved by the City Council.

~~Finance Manager and/or City Administrator are authorized to amend the budget line items within the same department. The City Administrator is authorized to amend the line items between departments within the same fund, but shall not authorize more monies to be expended for any particular fund than that authorized by budget without prior approval of the City Council. In addition, any monies set aside for capital outlays shall not be used for any other purposes without prior approval of the City Council.~~

The City Administrator may delegate the budgeted transfer authority to the Finance Manager-Director when the transferred amount is less than \$6,15,000. At any time, the Finance Manager-Director has the authority to correct administrative errors to ensure proper posting and accounting procedures are maintained. The Finance Director or City Administrator may request staff to submit a budget amendment at any time for City Council approval even if it meets the above guidelines.

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Section 2-4 Special Procurement Procedures

Periodically, the City may need to purchase goods or services under circumstances that do not clearly fit the patterns of normal public procurement and for which normal competitive shopping procedures do not apply. The following guidelines are provided for making such purchases:

1. Sole Source Purchases

The City Purchasing Agent or City Purchasing Coordinator may waive the requirement of competitive bids or proposals for supplies when the City Purchasing Agent or City Purchasing Coordinator has determined in writing and entered into the minutes of a City Council meeting, that there is only a single feasible source for the supplies. Immediately upon discovering that other feasible sources exist, the City Purchasing Agent or City Purchasing Coordinator shall rescind the waiver and proceed to procure the supplies through the competitive processes as described herein. A single feasible source exists when:

(1) Supplies are proprietary and only available from the manufacturer or a single distributor; or

(2) Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or

(3) Supplies are available at a discount from a single distributor for a limited period of time.

On any single feasible source purchase where the estimated expenditure is over

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\$152,000.00, the City Purchasing Agent or City Purchasing Coordinator shall post notice of the proposed purchase and advertise the City's intent to make such purchase in at least one weekly newspaper of general circulation in the City and may provide such information through an electronic medium available to the general public at least ten days before the contract is to be let.

Notwithstanding subsection 2 of this section to the contrary, on any single feasible service purchase where the estimated expenditure is over \$152,000.00, the City Purchasing Agent or City Purchasing Coordinator shall post notice of the proposed purchase and advertise the City's intent to make such purchase in at least one weekly newspaper of general circulation in the City and may provide such information through an electronic medium available to the general public at least ten days before the contract is to be let. In the event that if there is only one vendor that can provide a particular good or service, then the competitive shopping procedures outlined in this policy may be waived by the Purchasing Agent and/or Purchasing Coordinator.

Whenever a Department Head determines that he must purchase supplies or services from a "sole source vendor", he should document why only one company or individual is capable of providing the supplies or services required. Every effort including searching the internet should be used as part of the search for sole source vendor status. The documentation must be retained as part of the department's purchasing records and may be scanned by the requesting department in the City's accounting system. Documentation can include a letter from the distributor or manufacturer stating sole source position or a note explanation from the department head stating the reason as sole source. The Purchasing Coordinator or Purchasing Agent reserves the discretion to challenge the sole source determination by requesting bids/quotes is obtained by the purchasing department.

The following items are likely to be purchased from a sole source provider:

- A. Proprietary situation exists with a single manufacturer or distributor.
- B. Based on past procurement experience, it is determined that only a single distributor exists within the City's region.
- Only one vendor or provider exists or is available to meet the City's needs (ie. land purchase.)
- C. Unique situation exists when matching existing equipment or system (ie. compatibility, warranty etc).
- D. Supplies are available at a discount for a limited time period and discount is less than previous competitive bids/quotes for the same purchase.
- E. Interface upgrades, add-on parts and components to existing, City-owned equipment that requires total compatibility assurance; license renewals for City-owned software, and repair and maintenance for City-owned equipment and

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~~software for which it is technologically and cost effective to procure from the original seller or manufacturer.~~

~~F. Specialized computer software for network applications that have been technically reviewed, tested and justified by the Purchasing Agent or Coordinator, and annual software updates.~~

~~G. Certain professional services, as determined by the Purchasing Agent or Coordinator.~~

2. Cooperative Procurement Programs/State Bids

Cooperative purchasing programs or vendors offering “state bid” pricing, such as those available through the State of Missouri, should be used whenever the desired products or services are comparable. Purchases made through these programs have met the requirements of competitive shopping and will not require further documentation. The cooperative program and contract number should simply be noted on the purchase order requisition. Many of these cooperative procurement programs are available and good judgment should still be used in keeping the price competitive. Department Heads are encouraged to competitively shop these cooperative purchasing programs as experience has shown there is at times a noticeable difference in pricing when utilizing these programs. As the number of “state bid” vendors or programs increases, it is strongly suggested and ~~eneourage~~encouraged that bids/quotes are obtained as there is a competitive market among these programs. The Purchasing Agent and/or Purchasing Coordinator may request a bid/quote sheet be prepared if they deem it is in the best interest of the City to obtain a competitive price.

3. Green Procurement

Preference in procurement will be given to green products and services, however all factors including, but not limited to, quality, level of service, price, and budget should be considered.

A green product is one that is less harmful than the alternative as defined in Section 1-4.

Where available and cost effective, green products and services that are of equal or better performance and quality should be considered. In determining cost effectiveness, a department should give consideration to the cost and benefits that accrue, in the shorter and long term, to the City.

Further, it is City policy, where economically feasible, to purchase supplies made of recycled materials, preferably post-consumer, and to make every effort to separate and properly dispose of these materials.

4. Professional Services

A. Normal competitive procedures cannot be utilized in securing

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professional services as defined in Section 1-4 Definitions Professional Services such as attorneys, engineers, banks, certified public accountants, physicians, auditors, insurance advisors and brokers, public relations consultants, real estate brokers, ~~land surveyors, landscape architects,~~ appraisers, planners, and other professionals who, in keeping with the standards of their discipline, will not enter a competitive bidding process.

The Purchasing Agent is authorized to approve contracts for professional services under \$~~40~~15,000. Contracts exceeding \$~~40~~15,000 requires a formal RFP/RFQ to be prepared and requires City Council approval. A Bid/quotation Summary Form summarizing the qualifications and proposed costs along with the Department Head's recommendation must be submitted with purchase order requisition.

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A Request for Proposal (RFP) or a Request for Qualifications (RFQ) can be prepared much the same way as formal bid specifications, including requirements and minimum standards for the services to be provided. An RFP or RFQ should request information regarding the background and experience of the submitting party for the specialty task to allow the City to determine which party is best qualified to provide the services requested. Requests for Proposals or Qualifications should be submitted ~~to the Purchasing Agent for review and approval a minimum of 5 business days prior to publication. When an RFP or RFQ for professional services is approved, a notice shall be published in at least one general distribution publication a minimum of ten business days in advance of the RFP or RFQ submission deadline and a limited number of qualified professionals known to the City may be invited to submit a proposal or qualifications, delineating their interest, qualifications, and how they can meet the City's needs to at least 3 qualified professionals known to the City.~~ In securing professional services, it is the primary goal of the City to obtain the services of a professional who has a proven record or documented capability of providing, in a professional way, those services required.

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A contract will be negotiated with the professional deemed to best meet the City's needs. If an agreement on the cost and conditions cannot be reached, then these negotiations will be terminated and negotiations will commence with the next most qualified professional.

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B. Notwithstanding anything contained herein to the contrary, the City Purchasing Agent shall negotiate contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.

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In the procurement of architectural, engineering or land surveying services, the City Purchasing Agent shall encourage firms engaged in the lawful practice of their professions to annually submit a statement of qualifications and performance data to the City Purchasing Agent. Whenever a project requiring architectural, engineering or land surveying services is proposed for the City, the City shall

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evaluate current statements of qualifications and performance data of firms on file together with those that may be submitted by other firms regarding the proposed project. In evaluating the qualifications of each firm the City Purchasing Agent shall use the following criteria:

(1) The specialized experience and technical competence of the firm with respect to the type of services required;

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(2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;

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(3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;

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(4) The firm's proximity to and familiarity with the area in which the project is located.

The City Purchasing Agent shall list three highly qualified firms. The City Purchasing Agent shall then select the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.

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For a basis for negotiations the City Purchasing Agent shall prepare a written description of the scope of the proposed services.

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If the City Purchasing Agent is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. The City Purchasing Agent shall then undertake negotiations with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. The City Purchasing Agent shall then undertake negotiations with the third qualified firm.

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If the City Purchasing Agent is unable to negotiate a contract with any of the selected firms, the City Purchasing Agent shall reevaluate the necessary architectural, engineering or land surveying services, including the scope and reasonable fee requirements, again compile a list of qualified firms and proceed in accordance with the provisions of this section

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5. Emergency Purchases

The City's Purchasing Agent may waive the requirement of competitive bids or proposals for supplies when the City Purchasing Agent has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to City property in order to protect against further loss of, or damage to, City property, to prevent or minimize serious

~~disruption in City services or to ensure the integrity of City records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. After an emergency procurement is made by the City Purchasing Agent or City Purchasing Coordinator, the nature of the emergency shall be noted in the minutes of the next regularly scheduled City Council meeting. The bid procedures outlined in this manual may be waived under emergency conditions when a delay may threaten the basic mission of a department or situation. Emergency purchases are rare. Occasionally, equipment will require emergency repairs or other circumstances will necessitate emergency purchasing that cannot await compliance with these regulations. Department Heads faced with an emergency purchase are to obtain approval from the City's Purchasing Agent and/or Coordinator as quickly as possible using the Purchase Order Waiver form. In addition, the City Purchasing Agent's Administrator and/or Finance Manager the City Purchasing Coordinator's Finance Director's signature must be obtained on the Purchase Order Waiver prior to the within five working days of the purchase according to the regular purchasing requirements as established in Section 2-3.~~

6. Charge Account/Card Purchases

All charge accounts will be coordinated through the Finance Department. Charges, lines of credit, or accounts are not to be opened except as approved by the Purchasing Agent or Coordinator. Departments are responsible for assigning the privilege to charge on City accounts as they see fit for their department. The Finance Department is responsible for making changes to the account. The Accounts Payable ~~clerk~~ Clerk keeps the master list of employees allowed to charge.

~~7. City Issued Credit Cards~~

~~All City issued credit cards will be obtained from the Human Resource Manager.~~

~~8.7. Purchasing Credit Cards~~

~~All purchasing credit cards must be approved by the Finance Director and obtained through the Finance Department. will be obtained from the Finance Manager.~~

~~9.8. Designated Vendors~~

~~On occasion, the City will select a primary vendor for specific products (i.e. supplies, salt). Processing of purchases will be arranged on an individual case basis and coordinated through the Purchasing Coordinator.~~

~~10.9. Blanket Purchase Orders~~

~~Blanket purchase contracts are for long-term contracts for supplies or services awarded after receiving competitive bids/quotes. The contract remains open for a period of up to one year to purchase the supplies or services specified on an "as~~

needed” basis. Examples of where these types of contracts would be appropriate are emergency plumbing services, construction materials such as rock, trees, and other landscaping materials, automotive supplies, hardware, and office supplies. These items are ones that are frequently or routinely used by the City and for which the initiation of competitive shopping each time the supplies or services are required would be cumbersome and inefficient.

11.10. Bulk Fuel Purchases

Due to ~~nature~~the nature of daily pricing changes, bulk fuel purchases for vehicles may be made without approval of a purchase order, provided that three bids/quotes are obtained and the lowest cost vendor is selected. Bids/quotes can be submitted via fax or email due to ~~nature~~the nature of daily pricing changes. In the event three bids/quotes are not obtainable, the Purchasing Coordinator must approve prior to purchase. Documentation of the purchase including invoice and bid/quote sheets should must be scanned into the accounting system and submitted to the Accounts Payable Clerk.

With ~~department~~Department head/Head approval, City employees who drive City vehicles are issued a pin# and vehicle # to utilize the bulk fuel system. The employee must may be required to enter the odometer reading in order to get fuel. The Public Works department monitors the system, prints reports, ~~prepares~~departmental/prepares departmental allocations and reconciles on a monthly basis. They also send each department a report to review monthly. Each department is responsible for reviewing to insure accuracy of fuel usage by vehicle and employee. Any discrepancies or suspicions of fraud should be brought to the attention of the Purchasing Coordinator immediately. -Any personal use of fuel system is strictly monitored and prohibited and may result in disciplinary action up to and including termination of employment.

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On a rare occasion when employees cannot be fueled through the City’s bulk purchasing program, purchases may be made at any commercial service station, ~~although price shopping is still encouraged. The City is generally billed for the fuel.~~

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12.11. Purchase of Used Equipment

New equipment is generally preferred over used equipment. However, there are situations where the purchase of used equipment should be considered. These situations include:

- A. Price is of prime importance and the difference in cost between new and used goods is significant.
- B. Equipment will be used infrequently, for a limited time, for training or auxiliary operation.
- C. Better delivery is essential.
- D. Compliance with green guidelines.

The purchase of used equipment requires careful shopping. The requisitioning

department should make every effort to secure a minimum warranty or guarantee that the equipment will perform as needed and that service or replacement parts are available. All used equipment purchases must be approved in advance by City Administrator.

12. Lease of Vehicles or Equipment

When leasing a vehicle, it is sometimes necessary to place the order for the vehicle well in advance of the time that the vehicle will be made and ready for transition to the City. Often times, there isn't very much lead time or advance notice when a vehicle becomes available to get City Council approval to place the order. Therefore, only Purchasing Agent and Purchasing Coordinator approval is required for placing the order for leasing vehicles or equipment. If these items are not budgeted, City Council budget approval should be obtained as quickly as possible after placing the order for the leased items.

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13. Purchase of Flowers

In order to minimize the duplication of good intentions, please coordinate all of your plant/flower purchases for illness, funerals, etc. through the City Clerk's office. In the event that the City Clerk is unavailable, please coordinate these activities through the City Administrator's office. All flowers will be purchased and given from the entire "City of Washington". If a department/individual wishes to do something in addition to the City, it shall be at their personal expense.

14. Petty Cash Accounts

Petty cash funds will be issued to various departments in varying amounts depending on the needs of the department. All requests for initial petty cash or any changes to petty cash amounts ~~or who receives the petty cash~~ must be approved by the Purchasing Coordinator. Petty cash funds should be used for the following:

- To set up a cash drawer.
- Maintain a cash change bag.
- ~~to avoid the time and expense of processing payments for items totaling \$45 or less. A petty cash receipt (Appendix F) is to be completed by the person responsible for requesting the funds in each department; these should include the amount, description of item, and budget account number. Two signatures are required on each petty cash receipt. The person receiving funds and the person issuing the reimbursement must both sign. If 2 different signatures are not received, this may be considered a personal purchase.~~

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~~Petty cash funds should be replenished on a monthly basis unless little activity in the month. A petty cash reimbursement form (Appendix G) request should be completed by the person responsible for requesting funds and must be signed by the Department Head in each department with all completed and~~

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~~signed petty cash receipts attached. This should then be forwarded to the Accounts Payable Clerk for review and approval of the Purchasing Coordinator and Finance Manager Finance Director. The replenishing check shall be made out to the person responsible for petty cash replenishment in each department or another person designated by the Finance Manager.~~

The Finance Department may conduct unannounced audits of petty cash funds to assure proper accounting of funds. The use of petty cash funds for personal use, even for very short periods, is contrary to City policy and may result in disciplinary action and/or termination of employment.

15. Change Orders

Change orders (~~Appendix H~~) are amendments to contracts for the purchase of supplies or services that are made after the contract has been awarded. Change Orders result from the discovery of unforeseen conditions. Change Orders may not be used to overdraw a budgetary account, to avoid the City's competitive bidding process, or to materially alter the purpose of the original bid/quote or contract. All change orders must first be approved by the Purchasing Agent. In addition, all change orders must be approved by ~~City~~the City Council. After City Council approval, the Finance Department enters the change order in the accounting system and obtains the appropriate approvals in the system.

16. Final Payments

Final payments (~~Appendix I~~) for construction including payments under a contract agreement require a final pay request approved by ~~City~~the City Council before a final payment is made. The requisitioning department shall submit all final pay requests to the City Clerk for City Council approval. Once approved, the requisitioning department ~~shall may scan in and submit the approval~~the final pay request paperwork and all other paperwork to the Finance Department for approval and payment under the purchasing guidelines established in this manual. If a balance remains on the purchase order when the final payment is made, the requisitioning department should make a note on the purchase order that it is now ~~elosed~~closed, and the Accounts Payable Clerk will adjust the Purchase order to a zero balance. The City Administrator may request that other types of final payments be presented to ~~City~~the City Council for approval before payment.

Section 2-5 Formal Competitive Bidding

When goods or services are bought under the formal competitive bidding process, written specifications must be prepared. Each department shall use the City's standard bid packet and revise or add to as needed in the bid process. Specifications, whatever the type, should accomplish five objectives:

1. Identify minimum requirements,

2. Allow for a competitive bid/quote,
3. Provide data for an objective review,
4. Provide for an equitable award at the "best" possible cost, and
5. Provide for indemnification of the City, as appropriate.

~~It is advised that all bid specifications be reviewed by Tthe Purchasing Agent or Purchasing Coordinator may request to review bid specifications prior to release. This is not required, however it is suggested in order to ensure consistency and compliance with the City's purchasing policy. If review is desired, a minimum of 5 business days should be allowed.~~

Section 2-6 Competitive Bidding Guidelines

1. Keep specifications as simple as possible while maintaining the accuracy required to keep bidders from using a loophole to avoid providing the quality or services required or to, in some manner, take advantage of their competitors.
2. All specifications must contain language allowing the City to reserve the right to accept, reject, or modify any and /or all bids/quotes.
3. Whenever possible, identify the equipment or material required by an accepted standard specification or a name brand on the market. All specifications that utilize a brand name must include the term "or equivalent" to avoid being restrictive and eliminating fair competition from the bidding process.
4. Specifications should promote competition. Specifications drafted in this manner– will allow several bidders to provide the City with alternatives and insure that the City obtains the best price for the goods or services required.
5. Flexibility in the specifications is desirable, especially in instances where new technologies are being sought. Specifications should be specific enough to guarantee the quality required but sufficiently flexible to allow vendors to be creative in their proposals. If a proposal does not meet the City's needs, it can be rejected and the bid/quote that closely follows the specifications accepted.
6. Specifications should be reasonable in their tolerance. Unnecessary precision can frequently escalate the bid/quote price.
7. Specifications should be written with clear simple language, free of vague terms or those subject to a variety of interpretations.
8. When possible, cConsideration for green purchasing should be incorporated in the bidding specifications.
9. Formal bids/quotes should be advertised in at least one general distribution publication a minimum of ten business days in advance of the bid/quote submission deadline.

10. Specifications should include proper indemnification notices, when appropriate.

Section 2-7 Types of Specifications

1. Specifications by Performance, Purpose, or Use. Specifications that include a set of performance criteria for the goods or services required will provide flexibility for vendors to design products or programs specifically aimed at meeting the purpose or performance standards the City has established. Generally, specifications, which center on performance standards, generate competition since they allow vendors to exercise some creativity in the types of services or goods included in their bids/quotes. Department Heads are cautioned to exercise care by including some specific technical specifications that will provide a ~~floor~~ or bottom line quality determination. The use of performance specifications without minimum standards could result in items being installed, paid for, and later ~~determined~~ being determined not to meet City expectation. It can be very difficult to go back to a vendor and argue that the item did not meet the performance criteria established. At that point, the determination of satisfactory performance can become extremely subjective with the vendor insisting that his item is acceptable although actual experience indicates otherwise.
2. Specifications by Samples. Whenever appropriate, a sample is always a good way to make your requirements perfectly clear. A good example would be printing bids/quotes for which ~~artwork~~ artwork, or an existing form would be attached. Whenever samples are utilized, Department Heads should provide an adequate supply so that originals can be included with all bid ~~invitations~~ invitations, and some maintained in the file for vendors who request bidding documents.
3. Specifications by Identification with Industry Standards. Specifications will often refer to industry-wide standards or to standards met by other public jurisdictions. Some examples of these would be lumber grading standards set by ~~the asphalt or concrete industries or by referencing standard specifications of Missouri~~ the National Hardwood Lumber Association (NHLA) or by referencing standard specifications of Missouri or Federal agencies.
4. Specification by Drawings or Dimension Sheet. Specifications of construction projects for everything from buildings and streets to custom- built cabinets, furniture or other equipment should be written to reference the drawings or dimension sheets prepared and sealed by an architect or engineer, when appropriate. Such specifications provide an appropriate method of evaluating all bids/quotes, and later of verifying the quality of the construction work or the equipment of fixtures delivered.
5. Qualified Products or Acceptable Brands List. These lists are developed only where it is not possible to write specifications adequately to identify the quality and performance required of the goods or services to be purchased. Acceptable brand lists are also used when tests necessary to determine compliance with technical specifications are lengthy, costly or require complicated technical equipment.
6. Specification by Brand or Trade Name. Brand or trade names should be used **only** where brand name products have been found superior to others for the purpose

intended, or when their composition is secret, unknown, or patented. The use of brand names establishes a quality standard but is not intended to limit or eliminate competition. Whenever this method of establishing specifications is used, the specifications should specifically provide for bidding of competitive or equal grades. It is incumbent on a vendor who bids/quotes on goods of supposed equal quality to those specified to document that the goods or services that he is bidding are, in fact, of equal quality.

7. **Specification by Chemical Analysis or Physical Properties.** Specifications that include the chemical analysis or physical properties of the goods requested clearly place responsibility on the supplier to provide exactly those items requested. Again, care must be taken in preparing specifications using this method to ensure that competition remains a part of the bidding process. If the specifications are drawn too narrowly and only one bidder is qualified to meet the technical specifications the cost of obtaining these items may be higher than necessary due to the lack of competition.

Section 2-8 Bidding Procedures

The following procedures must be adhered to in relation to all formal bids/quotes:

1. All public notices and invitations to bid/quote must state the time and place for opening.
2. All bids/quotes must be submitted sealed to the City official designated in the invitation to bid/quote and identified as a "bid" on the envelope or may be submitted electronically using a bidding program which follows the same basic competitive bidding requirements as paper bids.
3. All "sealed" bids must be opened in public in the presence of one or more witnesses at the time and place stated in the public notice.
4. A tabulation of all bids received as well as each bid must be made available in City Hall for public inspection.
5. The City Administrator has the authority to reject any and all bids or any part of any bid and may readvertise or resolicit bids whenever he deems it to be in the best interest of the City. Invitations to bid will state this policy.
6. A written request for the withdrawal of a bid, or any part thereof, will be granted if the contact person for the bid submission receives the request prior to the specified time bids are due.
7. Bids, amendments to bids, or requests for withdrawal of bids received after the specified time of the bid opening shall not be considered.

Section 2-9 Request for Bid (RFB)/Request for Proposal (RFP)

A legal notice inviting bids and/or proposals, shall be published in at least one local newspaper for at least one day. The legal notice must appear a minimum of ten (10)

business days preceding the deadline for the receipt of bids or proposals. In addition, formal bids will be advertised on the City's website for at least ten (10) business days prior to bid opening.

In order to be accepted bids and/or proposals must be received by the requesting department prior to the specified deadline. After the bids are opened in public, the Department Head will review them. Request for proposals are not required to be publicly opened but should not be opened before the specified deadline. Telephone, fax, or email submission of formal bids is strictly prohibited unless otherwise specified in this manual. The Department Head will prepare a written tabulation of all bids and draft a memorandum to the City Administrator and Purchasing Coordinator that will include the department head's recommendation for the bid award.

If required and as specified in the RFB, a bid security in the form of a certified check, a ~~bank draft made payable to the City of Washington~~ Cashier's Check, or a bid bond for a specified amount shall accompany each and every bid/proposal accepted and read. A performance bond, if required, is submitted after the award of the contract and shall meet contract specifications. ~~may be in any of the forms identified for the bid security.~~

Per the Missouri Sunshine Law ~~Freedom of Information Act~~ specifications for competitive bidding are closed records, until either the specifications are officially approved by the City or the specifications are published for bid. Sealed bids and related documents are also closed records until the bids are opened. Sealed proposals and related documents or any documents related to a negotiated contract are closed records until a contract is executed, or all proposals are rejected. ~~vendors have the right to request bid information. This information is usually available within forty-eight (48) hours after the bid opening. If negotiation is to take place, which is common with submitted proposals, the City has the right to consider any information, which is essential to to the negotiating process, as confidential until the negotiation is concluded or the project abandoned. This is due to the consideration that disclosure would possibly result in a higher cost being sustained by the City.~~
the negotiating process, as confidential until the negotiation is concluded or the project abandoned. This is due to the consideration that disclosure would possibly result in a higher cost being sustained by the City. Requests for copies of bids, proposals, and related documents or any documents related to a negotiated contract shall be submitted to the City Clerk.

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During inclement weather, the Purchasing Agent may extend a deadline for up to twenty-four (24) hours without rebidding. Bids or proposals received prior to the original deadline will remain sealed.

Where a change to a RFB or RFP has been made through an addendum, the requesting department reserves the right to extend a deadline to allow all bidders adequate time to respond. The new deadline will be clearly indicated in the addendum. Addendums should be issued no later than three (3) business days prior to bid closing.

Section 2-10 Determining the Lowest Responsible-Responsive and Responsive-Responsible Bidder

All contracts based on RFB shall be awarded to the lowest ~~and best responsive and~~ responsible bidder. It is the responsibility of the Department Head and/or the Purchasing Agent to review and investigate all bids received and to make a report to the City Council regarding the lowest responsible and responsive bidder for the entire contract or for any part thereof. The City reserves the right to waive minor informalities in determining the lowest responsible and responsive bidder.

In determining the lowest responsible and responsive bidder, the City will consider the following:

1. ~~conformity~~ Conformity to the specifications contained in the invitation to bid. Prior experience with the vendor may be used to determine the capability to do the work. (Note: When a hired vendor is not responsible, it should be documented by the department with a copy forwarded to the City Clerk, Purchasing Agent, and Purchasing Coordinator).
2. ~~compliance~~ Compliance to the specifications, Terms and Conditions and instructions established for a particular RFPB/RFQ.
3. ~~the~~ The ability, capacity and skill of the bidder to perform the work or provide the services required.
4. The character, integrity, reputation and experience of the bidder.
5. Whether the bidder can perform the contract to provide the services promptly or within required time periods without delay or interference.
6. The quality and satisfaction of any previous work or services performed for the City.
7. The financial resources available to promptly provide the insurance and bond requirements, if applicable.
8. The number and scope of any conditions or exceptions included in the bid or quote.
9. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
10. The quality, availability and adaptability of the supplies or services.
11. ~~the~~ The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
12. Consideration of green factors, and American made and/or recycled products.

Section 2-11 Unreasonable or Unacceptable Bids

When bids are received that are unreasonable or unacceptable as to the terms and conditions, noncompetitive, or the low bid exceeds available funds and it is determined in writing by the

Purchasing Agent that time or other circumstances will not permit the delay required to again solicit competitive bids, a contract may be negotiated pursuant to the policy. In such a circumstance, the City Administrator shall have the discretion to discuss modifications with the bidders that would bring the price down to the level of available funds or to determine unilaterally what such modifications should be, provided that, if modifications are made, each responsible and responsive bidder who submitted an initial bid under the original solicitation is notified of the determination and is given opportunity to modify their bid and submit a best and final bid. If no modifications are made, or in cases where the best and final bids received are noncompetitive or the low bid still exceeds available funds, the City Administrator may negotiate with the lowest responsive and responsible bidder to secure the best price possible, which shall in all cases be lower than the lowest rejected bid of any responsible and responsive bidder under the original solicitation. After negotiation, the proposed bid must still be submitted to City Council for approval if bid amount is greater than \$1015,000.

Section 2-12 Delivery and Performance

A purchase order and contract that is complete in all respects and is accepted by the parties concerned still must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies, or equipment.

The importance of the delivery schedule should be emphasized to the vendor. Delivery requirements must be clearly written and fully understood by all contract participants. If several items are required by the contract, there may be a different delivery schedule for each item. The delivery schedule will normally be shown in calendar days from a specific date or transaction, such as receipt of order by the vendor. It is also important that you clearly show the place for delivery and the receiving time schedule at the delivery points. If the delivery is to be to a second floor office only, for instance, that should be noted as well. If there are liquidated damages for non-delivery or late delivery, call these terms to the attention of the vendor and stress their importance. All parties should know where the material will be accepted, either at origin or destination point (FOB). The FOB location is where title to the supplies ~~passes~~ from the vendor to the City. Generally, the FOB location will be City Hall, public safety building, library, public works building, ~~waste-water~~wastewater treatment plant, the park building or job site but in some ~~eases~~cases, vendors do not ship or deliver.

1. **Follow-up and Expediting.** Follow-up normally is the monitoring of the delivery schedules to assure compliance. Expediting involves an attempt to improve or reduce the contractually stipulated delivery time for various reasons, and the vendor is not legally obligated to comply.

The primary objectives of the follow-up function are:

- To assure full compliance by the vendor
- To develop documentation for future evaluation of the vendor's performance.

The early identification of possible delivery delays will provide the City with a greater opportunity for resolving the problem and for developing satisfactory alternatives.

The initial follow-up action would be to reaffirm the delivery schedule and to establish a proper liaison with the seller's representative. If delivery problems do develop, the following techniques may be used to help solve them:

- Contact the sales person for assistance.
- Initiate phone calls, letters or emails to the supplier/manufacturer.
- Escalate the concern to management levels with the vendor, or manufacturer.
- Visit the vendor's business or plant, which may help solve the problem and will help in verifying any reasons for the delay.
- Cancel the contract for nonperformance.

2. Delinquent Deliveries. When follow-up efforts have failed, and deliveries have become delinquent, one of two actions must be taken:

- Authorize additional time for delivery, or
- Cancel and order from another source.

In considering the decision about which of these actions should be taken, several factors must be considered:

- Needs and requirements of the City,
- Agreements with the vendors,
- Availability of the items from other sources, and
- The time required for delivery if reordered from another source.

In all cases, the reasons for delinquent deliveries should be documented. This information may be needed in evaluating future bids submitted by that vendor.

3. Partial Deliveries and Payments. Some Purchase Orders may list several items. In this event, it may be possible for the vendor to complete timely delivery on some of the items, which would be referred to as "partial delivery" on the complete bid. If these items can be used separately, partial payments can and should be authorized. Partial payments would also be allowed for a phased delivery schedule. However, if the separate items are part of a system, then partial deliveries would be of little value to the City. In this case, partial payments should not be authorized.

When appropriate, partial payments and/or partial units can be authorized for payment on a Partial Pay Request form (Appendix E). The completed form must be approved by the Department Head or his or her designee. This form along with any other backup documentation (invoice, etc.) should may be scanned and intocentered in the accounting system and submitted to the Accounts Payable Clerk in Finance for partial payment against the purchase order. Normal purchasing procedures and

requirements apply per Section 2-3.

Exceptions to this would be special circumstances where a down payment is required or in construction ~~type~~ projects that are paid by the percentage of work completed.

4. **Substitutions.** To meet the contractual delivery schedule, it may be appropriate in some situations to consider substitute items. The specifications should cover this eventuality and would govern the legality of the transaction. However, substitutions may be necessary, regardless of the specifications, if it is necessary for the City to have the material by a specified date. Other reasons for substitution may be design changes, raw material shortages, and health and safety priorities.

Whenever substitutions are necessary, due to shortcomings of the vendor, it is the responsibility of the originating department to seek and obtain an adjustment for lower prices on the substituted items. Authorized substitutions should be documented in the bid file and/or the consolidated bid sheet, on the purchase order and on the fixed asset record, if applicable. This action will serve to discourage future substitutions by the same vendor. In addition, this action will serve notice to the other bidders that no favoritism was shown and that compliance with specifications is expected from all vendors. If the renegotiated amount causes the project to be over budget, then City Council approval is required. If substitutions are negotiated and are within the budgeted amount, the purchase order will need to be adjusted by the Finance Department. Department heads should attach appropriate backup documentation and submit the change order to the Accounts Payable Clerk for processing after obtaining all necessary signatures for approval.

5. **Deposits and Performance Bonds.** A bid deposit or bid bond may be required for certain large sum purchases to protect the City in the event that the low bidder attempts to withdraw his bid or to serve as a barrier to financially irresponsible bidders. The bid deposit, which may be in the form of a certified ~~or Cashier's check-~~ ~~or a bank draft made payable to the City of Washington,~~ represents what the bidder agrees to forfeit to the City as liquidated damages in the event of failure to sign a contract or to provide a satisfactory performance bond, if required.

It is hereby made the duty of the City, in making contracts for public works, the cost of which is estimated to exceed fifty thousand dollars, to be performed for:

(1) The City; or

(2) The City's lessee, agent, designee, or representative on work for nongovernmental purposes,

to require every contractor for such work to furnish to the City a bond with good and sufficient sureties, in an amount fixed by the City. Such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work; all insurance premiums, both for compensation, and for all other kinds of insurance, on said work; and for all labor performed in such work whether by a subcontractor, a supplier at any

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tier, or otherwise.

All bonds executed and furnished under the provisions of this section shall be deemed to contain the requirements and conditions as herein set out, regardless of whether the same be set forth in said bond, or of any terms or provisions of said bond to the contrary notwithstanding.

~~A performance bond is required by state law when the City enters into a construction contract and may be required in other contracts involving phased work and phased payment schedules, when in the opinion of the department head or the City Administrator, finding another contractor to complete the work would financially damage the City. These bonds are in the form of certified or Cashier's check or a third party guarantee. The City accepts payment and performance bonds from firms licensed by the State of Missouri and that have an "AA" rating from an appropriate rating service.~~

6. Non-performance. Should the vendor fail to meet any requirement of the specifications, the vendor can be cited for nonperformance. The seriousness of nonperformance must be evaluated based on the circumstances surrounding each violation. However, there should always be some recourse to the City when a vendor fails to perform in accordance with the terms and conditions of the contract.

Recourse would include:

A. The City may exercise its right under a liquidated damages clause or under the terms of a performance bond.

B. The City may obtain the needed items from another source and charge the delinquent vendor the excess difference in cost. However, obtaining the delinquent items from another source is not always an acceptable solution, since additional delivery time may be required. A revised delivery schedule with the vendor may be the best remedy.

B:

C. the City may terminate the contract for default if it is in the best interest of the City, if the items can be obtained under more favorable conditions from other sources.

When a vendor does not perform at the expected and acceptable level, the Purchasing Agent and Purchasing Coordinator must be notified, preferably in writing. Evaluation of vendor performance is critical to the ongoing procurement process and those vendors with whom the City has problems, depending on circumstances, may not be asked for further bids or quotes and removed from the vendor bid list.

7. Invoice pricing. The department head must make sure that the invoices paid equal the bid or quote amount.

Exceptions to this would be if the quote or bid did not include shipping and it was

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noted on the vendor's quote or bid ~~or~~ ~~Or if there was a change order was done and the~~ amount paid would be different than the quote or bid.

If the amounts don't equal, it is the responsibility of the department head to call the vendor and work out the discrepancy.

Section 2-13 Inspection and Testing

Human lives as well as the success of expensive projects may depend upon how well the purchased items meet the design and performance specifications. Supplies and materials should be checked at the time of receipt to detect any shortage, ~~damaged~~ damage, or defect. Inspection also includes assuring that the material complies with the specifications. A variety of tests may be conducted to determine if the merchandise meets specifications. Certain forms of inspection and testing will only be conducted on a percentage of the items, as the procedure followed may make the items unusable. Inspecting or testing every item received is neither economical nor practical. Inspection and testing may be performed at ~~origin~~ ~~the origin~~ or destination. These tests are classified as sampling, chemical/lab, functional, and endurance tests. In some cases, a certification of compliance will be accepted. All requirements for inspection and testing must be clearly stated in the specifications. Both inspection and testing are ~~costly~~ costly, but the benefits far outweigh the expense when defects can be detected before they cause loss of life, injury or equipment failure. Inspection, testing, and acceptance are conclusive, except for latent defects or fraud.

- A. **Reports, Rejection and Return Authorization.** Whenever an inspection is performed, all reports to properly support claims or actions must be thoroughly documented. Sufficient time should be scheduled to allow for an inspection immediately upon arrival of the supplies, taking into consideration required tests as necessary. Supplies should be inspected for damage, quantity, quality, and for all other requirements listed in the specifications. The receiving copy of the purchase order with the inspection report, if any, will normally be used to substantiate payment for the goods and verification of receipt. In the event of rejection, for whatever purpose, certain steps must be taken to inform the vendor and to protect the rights of the vendor as well as of the City. Reasons for rejection must be documented and the reasons should reference specific requirements of the contract.
- B. **Damage during Shipment.** One major reason for inspection at the time of receipt is to detect any visible damage. It is important that all ~~damagethe~~ damage be completely described on the receiving report. Any evidence of concealed damage should also be noted at this time. This notification is necessary to support the filing of damage claims against a carrier. The carrier should be notified immediately, and a joint inspection should be scheduled with the representatives of the carrier. When it is apparent that the extent of the damage renders the goods worthless, they should not be accepted. If the shipment is FOB Washington, the vendor is responsible for assisting with the settlement of the claim and for full replacement of the damaged items. Payment will be withheld until the claims are settled.

If specific liability for a defect cannot be determined between the carrier, the vendor, or the manufacturer, the City may have to file a claim against all parties, seeking their cooperation in resolving the situation. The situation should be clearly documented and referred to the City Administrator for possible referral to the City Attorney.

- C. Latent Defects. Latent defects may be the result of damages in transit or of failure of the manufacturer to conform to specifications. Consequently, it is sometimes very difficult to fix responsibility for the defective material. If the carrier is suspected ~~to be of being~~ the one at fault, then the carrier's representative should be invited to come in for a joint inspection. Subsequently, a claim describing the situation should be filed with the respective carrier.

A similar procedure should be followed if the vendor or manufacturer is suspected to be at fault. Specifying the destination at which the City accepts delivery of shipments (FOB destination) is important because the vendors are responsible for rectifying the situation or for correcting the defect. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the City may have to file a claim against all parties, seeking their cooperation in resolving the situation.

- D. Retainage. Retainage will be withheld from construction payments per the respective agreement with the vendor. Typically, City policy will be to withhold 10% retainage. ~~A smaller percentage may be used if required by a vendor or funding source and the City agrees to this in the agreement.~~ Certain agencies may have their own retainage policies, such as the Missouri Department of Transportation.

Release of retainage will be made once substantial completion is obtained and City staff have inspected and approved release pending compliance with the contract. If the final pay request is going to be paid, final retainage will be released pending City Council approval.

Section 2-14 Legal and Contractual Remedies

Right to Protest

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest must be submitted in writing within 14 days after such aggrieved person knows or should have known the facts giving rise to the protest.

Authority to Resolve Protest

The City Administrator has the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest arising out of these regulations. This authority is limited to settlement within the scope of the solicitation and the City's procurement regulations.

Decision

If the protest is not resolved by mutual agreement, the City Administrator will promptly issue a decision in writing. The decision will state the reasons for the action taken and inform the protestant of its right to review by the City Council. A copy of the decision will be mailed or otherwise furnished immediately to the protestant.

Finality

A decision by the City Administrator is final and conclusive unless the protestant submits a written appeal to City Council within three (3) working days of the receipt of the City Administrator's decision.

Stay of Procurement During Protests

In the event of a timely protest, the City will not proceed further with the solicitation of or the award of a contract until the City Administrator makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the ~~city~~City.

Debarment of Suppliers

The City Administrator has the authority, after conferring with the City Attorney, to debar suppliers from receiving any business from the City for a stated ~~period of time~~period, not to exceed three (3) years. The causes for debarment include:

- a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects responsibility as a city contractor;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a contract;
- e. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that said failure to perform was caused by acts beyond the control of the contractor;
- f. Any other cause the City Administrator determines is so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental agency for any cause listed in regulations.
- g. A decision by the City Administrator to debar shall be final and conclusive, unless the debarred person submits a written appeal to the City Council within

three (3) working days of the receipt of the City Administrator's decision.

Section 2-15 Capital Assets

Capital assets are defined by the City as assets with an initial, individual cost of \$5,000 or more and a useful life of 2 or more years. Infrastructure assets are reported with an initial, individual cost of \$25,000 or more. These items are required to be recorded as a capital asset of the City. At the time of final payment, a Fixed Asset Record (Appendix J) must be completed and sent to the Finance Department. In addition, if a capital asset is traded in, sold, auctioned or otherwise disposed of, this should be documented on the Capital Asset Form which will remove the asset from the City's asset list.

Capital Assets are defined as:

- Land
- Construction in progress
- Buildings and Building Improvements
- Improvements other than buildings
- Infrastructure (streets, water & sewer lines, sidewalks, curbs & gutters, alleys, right-of-ways, easements, street lights, traffic lights)
- Machinery & Equipment (including vehicles and furniture and fixtures)

Section 2-16 Disposal of Surplus Goods

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Supplies become obsolete or they wear out. Occasionally, they are overstocked. Changing technology, accumulation of waste, and fulfillment of the useful life of supplies make the activity of handling surplus inevitable. The City is interested in full realization of the value of supplies it purchases or receives as a gift. The City wishes to ensure surplus is disposed of to the economic advantage of the City. Surplus property will be disposed of in accordance with the provisions of Section 103.100 of the City Code.

Department Heads are required to submit to the Purchasing Coordinator semi-annual reports of surplus property with recommendation for disposal. The list will be circulated to all Department Heads. Upon request, items may be transferred to another department subject to approval the approval of the City Administrator. Departments who wish to have an item on these lists will put a request in writing to the Purchasing Coordinator. The Purchasing Coordinator will forward all requests and disposal lists to the City Administrator for approval. Departments are to consider the trade-in values of equipment and vehicles during prior year budget planning. Generally, the trade-in value of property is the most cost effective method of disposal or sale.

Surplus property with an estimated value in excess of \$5,000 shall be sold by sealed competitive written bids, public auction or public surplus property websites to the best responsible bidder, after due notice. Items under \$5,000 estimated value will be made by the City Administrator who will establish a selling price, schedule, and method of disposal.

The City encourages cooperatively cooperative disposing of goods with other government entities which may strengthen the price received for surplus items. The disposal of all

surplus goods requires the prior approval of the City Administrator as established by City Code Section 105.100.

The City of Washington will use the Public Surplus Auction Site a public auction site (ie. Purple Wave, Public Surplus Auction Site, Enterprise LLC, etc) to dispose of items no longer needed by the City of Washington. It is at the discretion of the Department Head to determine what will be sold and to receive prior approval from the City Administrator department head to determine what will be sold and to receive prior approval from the City Administrator (per Ordinance #06-9956).

1. Public Surplus Auction Site Guidelines:

- a. Department Heads will assign individuals from their department to manage the Public Surplus site handle sale of surplus property for their department. This person will obtain approval from the City Administrator to sell the surplus property and coordinate with the auction site to get the item listed. If you need to setup a person, please contact the coordinator of the site. A user name and password will be setup for you.
- b. Anyone can purchase from the Public Surplus Auction site, including employees and council members.

Any items sold with the exception of vehicles will be charged sales tax. If an individual claims they are tax exempt, they must provide the appropriate paperwork, before you can mark them as exempt on the Public Surplus site. The Public Surplus site will need to be updated as City sales tax rate changes (The site coordinator will keep the sales tax updated on the Public Surplus site). All tax exempt documentation and any other backup must be sent to the Finance Department.

e. D

All payments must will go thru the Public Surplus Auction site and will go directly into the City's bank account

a.

The Public Surplus Site has been setup to make direct payments into the City's bank account. It will be the responsibility of the department selling the items to do the following:

- Coordinate or enter the item into the Auction Site.
- Answer any questions from individuals
- Once the bid has ended: Verify payment has been made and print a receipt and work with purchaser for pickup times.
- Send all appropriate backup paperwork to the Finance Department (ex: auction paid receipt, copy of title if applicable, sales tax info, etc.)

d. f The Finance Department will reconcile each paid receipt to bank statement and will enter into the accounting system.

e. It will be the responsibility of the department selling the items to do the following:

- Enter the item into the Public Surplus Auction Site (City of Washington will not be responsible for

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packaging products or shipping)

- Answer any questions from individuals
- Once the bid has ended: Verify payment has been made and print a receipt and work with purchaser for pickup times.
- Send all appropriate backup paperwork to the Finance Department (ex: auction paid receipt, copy of title if applicable, sales tax info, etc.)
- Before coding the paid receipt you must subtract (1%) from the final bid. The 1% is the fee the Public Surplus site charges the seller as a fee.
- Code the paid receipt with the appropriate account codes and send to the Finance Department.
 - The Finance Department will reconcile each paid receipt to the monthly direct deposit amount received by Public Surplus. They will also enter the receipts into the computer system.

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Please remember it is the department's responsibility to follow through with the item being sold from beginning to end. Make sure payment has been received before the item is picked up and send all paperwork to the Finance Department so that your department can be credited with the funds.

Section 2-17 Purchase of Construction Services and Materials

Tax Exemption. It is the policy of the City to take advantage of its tax-exempt status by authorizing contractors to purchase construction materials for City projects utilizing the City's tax exemption. Bid specifications shall include clear instructions regarding the manner in which the City will authorize vendors to purchase construction materials.

All requests for a project exemption certificate should be forwarded to the Finance Manager/Finance Director for completion.

Prevailing Wage. It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of the City engaged in public works, exclusive of maintenance work. To that end, all contracts for the construction of public works are required to comply with the provisions of Section 290.210 through 290.340 RSMo. It is the policy of the State of Missouri that all contracts for construction projects undertaken by political subdivisions of the State require that all tradespersons employed by contractors and subcontractors for works constructed for public use or benefit on public property be paid the prevailing wage for that trade, as determined by the Missouri Department of Labor. All Invitations to Bid Specifications on construction projects where the cost is expected to exceed \$75,000.00 must include this requirement.

Immigration Law Requirement. According to Missouri State Statute 285.530, there are

several new requirements for employers and city governments relating to “unauthorized alien workers”. Specifically, when awarding a contract in excess of \$5,000 the City must make it a condition of the award that the successful bidder shall swear in an affidavit that:

- It is currently participating in E-Verify, enrolled in a federal work authorization program or another equivalent electronic verification of work authorization program with respect to the employees working in connection with the contracted services and
- It does not knowingly employ any person who is an unauthorized alien and in connection with the contracted services
- It has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.

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In order to comply with the statute, all departments should now add the above ~~two~~ conditions to their bidding documents. Failure to comply with this requirement shall result in disqualification of the vendor’s bid.

Anti-Discrimination Against Israel. The City shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

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CHAPTER 3 PURCHASING CREDIT CARD

POLICY

Section 3-1 Overview

~~City credit~~Credit cards have been issued to expedite the purchase of items from vendors saving staff time, decreasing paperwork, and reducing the percentage of checks drafted and mailed. ~~Any City issued credit cards that earn points, cash back or contain any kickback privileges for utilization are for City utilization only and no personal gain will result from the use of a City credit card.~~ The ~~Human Resource Manager~~Finance Director is responsible for issuing ~~credit~~credit cards to authorized City staff and for overall management of the program. The success of the program requires the cardholder's adherence to established guidelines as presented in this manual.

~~Section 3-2 Credit Card Use~~

~~Below are basic policies regarding the use of the card:~~

- ~~• The card is issued in the employee's name and is to be used for business expenditures only; it may not be used by anyone else without advance permission from the cardholder. Each employee must sign a Credit Card Acceptance Letter (Appendix K) before receiving the credit card.~~
- ~~• The card can be used to make purchases only within the parameters established by the City's purchasing policy.~~

- ~~Each transaction must adhere to the cardholder's purchase limit. A purchase split into two or more credit card transactions to circumvent the City's purchasing policy is not allowed. Such activity constitutes improper use of the card.~~
- ~~Despite the City's responsibility to remit payment to the bank, cardholders will be responsible for security of the card and any transaction made against the card. If there is a dispute about a transaction, the cardholder should first try to resolve it with the supplier. If this is unsuccessful, cardholders should contact the Human Resource Manager.~~
- ~~Cardholders agree to surrender and cease use of the card upon termination of employment. The cardholder is responsible for ensuring the card is returned. All cards will immediately be forwarded to the Human Resource Manager for cancellation.~~

~~In the event a card is lost or stolen, immediately contact the credit card vendor using the phone number on the back of the card and the Human Resource Office.~~

Section 3-23 Purchasing Card Use

Below are basic policies regarding the use of the card:

- The card is issued in the employee's name and is to be used for business expenditures only; it may not be used by anyone else. Each employee must sign a Credit Card Acceptance Letter (~~Appendix K~~) before receiving the purchasing credit card.
- The card can be used to make purchases only within the parameters established by the City's purchasing policy.
- Each transaction must adhere to the cardholder's purchase limit. A purchase split into two or more credit card transactions to circumvent the City's purchasing policy is not allowed. Such activity constitutes improper use of the card.
- Despite the City's responsibility to remit payment to the bank, cardholders will be responsible for security of the card and any transaction made against the card. If there is a dispute about a transaction, the cardholder should first try to resolve it with the supplier. If this is unsuccessful, cardholders should contact the ~~Finance Manager~~ Finance Director.
- Cardholders agree to surrender and cease use of the card upon termination of employment. The cardholder is responsible for ensuring the card is returned. All cards will immediately be forwarded to the ~~Finance Manager~~ Finance Director for cancellation.

~~In the event a card is lost or stolen, immediately contact your department head or the credit card vendor using the phone number on the back of the credit card to cancel the card or call~~

the ~~Finance Manager~~ Finance Director who will cancel the card immediately.

If you suspect fraud or become aware of a fraudulent charge, immediately contact the credit card vendor using the phone number on the back of the credit card to cancel the card immediately.

Section 3-34 Purchase Types

The following types of purchases are allowed ~~using a credit or purchasing card~~:

- In Person
- Telephone
- Fax Orders
- Mail Orders
- Internet Orders

Employees must maintain the appropriate documentation confirming the date, amount, supplier, and other data required for the ~~Credit Card~~ purchase.

It is the responsibility of the cardholder to make every effort to ensure that sales tax is not charged on any purchases by providing the City's tax exempt status per the Purchasing Policy. Accounts Payable **will not** be able to make any sales tax adjustments in payment processing. The City does recognize that sometimes it isn't feasible to provide a tax exempt letter and in these cases sales tax will be incurred. For example, some online purchases don't have a place for tax exempt. In most cases the total purchase amount including sales tax will be cheaper than paying in person, etc.

Under no circumstances may the card be used for the following, unless approved by the City Administrator:

- Alcoholic Beverages (unless approved by the City Administrator or other designated City official in the conduct of business)
- ~~Capital Purchases~~ Construction, Renovation, Installation
- Personal Purchases
- Cash Advances
- Weapons and Ammunition (except for Police Department)
- Purchase of any electronic, video, or social media containing sexual or other illegal content, etc. (except for Police Department for official work capacity)

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Any employee found to be using the ~~credit~~ card for these items may be subject to disciplinary action up to and including termination.

Section 3-45 Purchase Limits

Each card has a preset spending limit. The ~~Finance Manager~~ Finance Director is responsible for establishing the purchase limits.

Section 3-56 Records

To facilitate reconciliation and approval of the monthly statements, it is mandatory that cardholders obtain and retain supplier documentation for purchases. Examples of acceptable documentation are:

- Invoice
- Original receipt with **itemized** description of products purchases
- Internet order confirmation with pricing shown.

Section 3-67 Account Reconciliation

~~City Credit Cards~~—Once a month, the ~~credit~~ card vendor will send statements to the Finance Department. These statements summarize charges billed during the month or billing cycle and will contain the date, supplier name, and the amount charged.

The Accounts Payable Clerk will match up documentation received from various departments for these monthly charges. If any unreconciled items are left after reconciliation, the Accounts Payable Clerk will ~~notify the department, forward the credit card bill to the cardholder requesting backup documentation for these purchases.~~ All exceptions should be followed up with ~~credit~~ card vendor immediately.

~~It is imperative that all receipts be submitted to Accounts Payable within 5 business days after the purchase to ensure costs are charged to the correct accounts. The City statements must be paid on time to avoid late fees and finance charges which could be imposed by the credit card vendor. Any late fees and finance charges incurred will be charged to the responsible department. Repeated failure to submit the required documentation in a timely manner may result in disciplinary action including termination of employ~~

~~Purchasing Cards~~—Purchasing cards differ from City issued credit cards in that activity on each card can be monitored daily. Department heads will be responsible for daily monitoring and ensuring receipts are timely uploaded or turned in to Accounts Payable Clerk for processing according to the time frame listed below.

The Accounts Payable Clerk will verify documentation received from various departments for these charges. If any unreconciled items are left after reconciliation, the Accounts Payable Clerk will forward the discrepancies to the department head requesting backup documentation for these purchases. All exceptions should be followed up with the department head immediately.

~~It is imperative that all receipts be uploaded into the purchasing card program or be submitted to Accounts Payable within 10 business days after the purchase to ensure costs~~

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~~are charged to the correct accounts. Repeated failure to submit the required documentation in a timely manner may result in disciplinary action including termination of employment.~~

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Section 3-78 Resolving Errors and Disputes

Errors with merchandise delivery or incorrect billing will occasionally arise with the ~~credit~~ card system such as the following:

- lost or misrouted items
- incorrect quantities
- defective products
- incorrect pricing
- billing for item(s) not received

The solution to these problems can be achieved by following the steps outlined below. When applicable, the Cardholder will receive the appropriate credit amount applied to their ~~credit~~ card account. All disputed amounts should be reported to the Purchasing Coordinator immediately.

Section 3-89 Lost or Misrouted Items

If a ~~sufficient amount of~~ enough time has elapsed and the Cardholder has not received an item, the following steps should be taken:

1. Contact the supplier and inquire when the item was delivered and to what location.
2. Verify that the item was not received at that location.
3. If no record of receipt of the item is found, the Cardholder must call the supplier and request proof of delivery.
4. If the supplier cannot supply this documentation, the supplier should arrange to deliver the item or issue a credit for the transaction.
5. If no satisfactory resolution can be reached, contact the ~~Human Resource Manager and~~ Purchasing Coordinator immediately.

Section 3-10-9 Incorrect Quantity or Defective Product

Employees should always check any incoming material as soon as it is received to ensure that the product matches the item ordered in quantity and quality. If any discrepancies are noted, the following steps should be taken.

1. Contact the supplier and attempt to resolve the issue over the phone.
2. If no settlement can be reached, call the phone number listed on the back of the credit card, completes the necessary documentation, and sends the information to

the credit card vendor.

The ~~credit~~ card vendor pledges to resolve all disputes as soon as possible; usually within 90 days. It may be necessary to reorder items in the interim. If this is necessary, the ~~credit~~ card vendor must be notified so that the proper credit is received. If material must be returned to the supplier, it should be shipped through an identifiable source.

Section 3-101 Credit Card Statement Discrepancies

If discrepancies are noted on the monthly statement (for quantity, price, duplicate billing, no credits from prior transactions, billing for items not received, etc.), the following steps should be taken:

1. Cardholders should contact the supplier to reconcile the difference. Records should be kept of all telephone calls to the supplier.

If the supplier does not agree that an error has been made, the Cardholder should contact the credit card vendor using the phone number on the back of the ~~credit~~ card and state that they would like to dispute a charge on their Card. Complete the Cardholder Dispute Form and either fax or mail the form to the credit card vendor. Send a copy of this form to the Purchasing ~~Coordinator immediately~~. ~~Cardholders are responsible for the transactions identified on each statement. During this dispute resolution process, the Cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, it is the Cardholder is responsibility to le to provide proof that the error or dispute resolution process has begun.~~

2. _____

~~Purchasing Coordinator immediately. Cardholders are responsible for the transactions identified on each statement. During this dispute resolution process, the Cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the Cardholder is responsible to show that the error or dispute resolution process has begun.~~

Section 3-112 Returns

If a return is necessary for an item purchased using a credit card or purchasing card, the following steps should be taken:

1. Prepare the necessary documentation for all returns of merchandise purchased on the ~~credit~~ card.
2. Notify the supplier that a return is being initiated and request that a ~~credit~~ be issued on the card.
3. Keep a copy of the shipping ticket or other documentation to verify credit is issued by vendor and correct amount appears on the monthly billing statement.
4. Send a copy of the return documentation to the Accounts Payable Clerk.

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Section 3-123 Accounts Payable Review

All monthly credit card statements and receipts will be reviewed by Accounts Payable to ensure that credit card procedures are properly practiced. Failure to follow the proper procedures may result in revocation of card privileges or other appropriate disciplinary action including possible termination of employment.

The primary purpose of this review is to ensure the proper expenditure of funds under this program. A secondary purpose is to track data on how, where, and for what purpose the cards are used. This is an employee empowerment program based on cardholder commitment and trust. Failure to follow all procedures outlined in this manual will result in revocation of card.

Section 3-134 Credit Card & Purchasing Card Authorizations

In order to have solid internal controls, every card purchase should contain the following signatures of approval. Approval may be written or electronic.

- ~~Signature of the Cardholder.~~ ~~Signature of the person placing the order.~~
- Signature of the responsible Department Head.
- ~~Signature of the Cardholder.~~
- Signature of the Purchasing Coordinator or the Purchasing Agent per Section 2-3.

~~Any additional signatures per the Purchasing Policy above.~~

CHAPTER 4 TRAVEL POLICY

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Section 4-1 Overview

The City's goals are to allow travel arrangements that conserve public funds, provide equitable treatment of all personnel, and allow travel in a manner that is dignified. City employees may be reimbursed for travel and related expenses, as outlined below, while carrying out official duties or attending professional conferences and training courses which benefit the City. These regulations are applicable for all travel expenses incurred on behalf of the City. Where these regulations do not adequately cover a travel situation, the City Administrator may authorize exceptions.

No personal expenses will be reimbursed by the City. There is no objection to a spouse, other family member, or significant other traveling on an official trip, but **no expenses** directly attributable to them will be reimbursed or paid directly by the City, unless previously authorized by the City Administrator.

Section 4-2 Policy

All employees authorized to attend a conference, seminar, or other event pertaining to City business, shall be reimbursed for actual transportation fare to and from the travel destination from City Hall, actual room cost for overnight lodging, taxi fares, tips and other travel related expenses upon presentation of proper documentation and itemized receipts.

When necessary, one day prior and one day following a meeting or conference shall be allowed for travel to and from an approved meeting or conference. Scheduled returns shall be made on the day the conference or meeting ends unless it ends late in the evening. In that event, the following day may be allowed for travel. In some cases, it may be cheaper to fly the next day as well. Good judgment should be used in these cases and either the Purchasing Agent or Coordinator should be consulted.

Employees should not drive to meetings and conferences when travel time to the destination requires more than one day unless prior approval is received from the City Administrator. The use of a train, plane, or bus is recommended.

When an employee chooses to extend travel time to and from an approved site, any excess time shall be considered vacation and any expenses will be considered personal; and shall be paid by employee.

All overnight travel including detailed documentation on the event/conference being attended must be authorized approved in advance by the employee's Department Head and the City Administrator, a on nd then submitted to the Finance Department. Detailed documentation on the event/conference being attended must be submitted. This includes a detailed itinerary when possible. In addition, using a Travel Request and Expense Report (Appendix MF). must be completed and approved prior to any travel. Travel requests shall be submitted one week or more prior to the travel date, whenever possible. The form must be updated and receipts provided upon completion of travel, prior to any reimbursement. This form should still be completed even if a City credit card or purchasing card was used for travel expenses. Each individual department may have additional restrictions beyond those noted in this policy. Once complete with all receipts and backup documentation, department head approval has been received and invoice has been entered into accounting system, requesting department will forward to Accounts Payable Clerk for review, payment, and routing in accordance with the Purchasing Requirements in Section 2-3.

Section 4-3 Travel Advance

~~The Purchasing Coordinator may authorize cash advances in particular instances when the projected expenses to be incurred by the traveling employee or official would pose a financial burden. A Travel Advance Request (Appendix N) should be completed by the employee and approved by the Department Head. The travel advance request should be submitted to the Purchasing Coordinator at least 2 weeks in advance of travel. If the Purchasing Coordinator authorizes the advance, all documentation for actual expenses incurred and the balance of the advance remaining shall be submitted to the Purchasing Coordinator within 5 days after return. If employee cannot provide adequate receipts, the employee will be liable for the amount of the cash advance that cannot be substantiated. Any eligible reimbursable expenses incurred over the amount of the cash advance will be reimbursed to the employee once all documentation is provided to the Finance Department for reimbursement.~~

Section 4-34 Travel Authorization Procedure

For all City related travel, employees should adhere to the following process:

- No expenditures should be made until proper authorization is received from all necessary parties.
- A Travel Request and Expense Report (top portion of form) should be completed by the employee showing estimated costs associated with travel. Department Head authorization is required on all travel requests. In addition, the City Administrator's authorization is required for all overnight travel ~~overnight travel trips where~~ ~~trips where~~ the employee must travel a distance of fifty ~~fifty~~ (5050) miles or more, or for in town travel where the employee anticipates an expenditure of \$500 or more, including registration costs and/or expenses. Travel distance is calculated as the distance from City Hall to the event round trip. MapQuest or another online direction app can be used to substantiate the mileage. Mileage during the conference for travel to different business locations will be reimbursed if documentation is provided.
- If a travel advance was requested, this amount should be recorded on the Travel Request and Expense Report.
 - Once approval has been provided by the Department Head and City Administrator, a copy of the travel request report should be kept on file until the employee returns from the conference and attaches receipts and backup documentation and completes the form.
- While traveling, all employees should adhere to this policy. In addition, employees should retain all receipts for expenditures.
 - The employee needs to put all expenses for their travel on their completed Travel Request and Expense Report (i.e. paying a registration fee):
 - The requesting department may scan and enter into the accounting system and forward sent to the Accounts Payable Clerk in the Finance department for review, payment, and routing in accordance with the Purchasing Requirements in Section 2-3. The employee needs to put all expenses for their travel on their completed Travel Request and Expense Report (i.e. paying a registration fee).
- ~~While traveling, all employees should adhere to this policy. In addition, employees should retain all receipts for expenditures.~~
- ~~Upon return, the employee should complete the remainder of the Travel Request and Expense Report using actual expenditures incurred and obtain~~

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~~approval from the Department Head. This form should be forwarded along with all necessary receipts to the Accounts Payable Clerk for processing within five (5) days of the employees return. In addition to the Department Head's signature, the request must be approved by both the Finance Manager and City Administrator.~~

Section 4-5 Reimbursable Expenses

When traveling for City business, all efforts shall be made to keep travel expenses to a minimum. City provided vehicles should always be utilized when possible in lieu of individual reimbursement for mileage. The following expenses for approved travel shall be reimbursed when accompanied by receipts or other documentation as required and appropriate:

1. Direct travel including air, bus, train, and taxi fares.

- All travel via airplane should be in the Coach or Economy class;
- All rental cars should be standard size unless there is a need to carry multiple passengers. Prior approval from the City Administrator is required ~~in order to~~ rent a vehicle. Rental cars will be approved only when specifically required for City business. When a rental car is utilized, it will be necessary that the insurance be purchased from the rental agency.
- Tips incurred as a part of travel, i.e. for taxis, baggage handlers, etc., will be reimbursed, however, are expected to be kept at a reasonable amount.

2. Direct travel by personal vehicle will be reimbursed at the IRS established rate.

Every reasonable effort should be made to ~~car pool~~carpool to conserve public funds. When 2 or more people travel in the same private vehicle, reimbursement will be paid to the owner of the vehicle. Mileage reimbursement will be based on the actual number of miles driven while traveling on City business. Receipts will be required for tolls and parking that exceed \$10.

Overnight lodging when travel extends beyond fifty (50) miles from City Hall.

- Hotels should be purchased at the conference rate or less whenever possible. If no conference rate is available, employees are expected to keep hotel costs as reasonable as possible, including considering other lodging facilities. Employees shall request the government rate, all available discounts, and tax exemptions, where applicable.
- All hotel rooms should be standard rooms (i.e. no suites unless no difference in price).

3. Meals and tips.

- Tips for meals should be reasonable considering the level of service provided and location of service. In most cases, the City will reimburse up to 20% for excellent service, and can be less when appropriate. Receipts for meals and associated tips are required. Exceptions to this must be approved by the

Purchasing Coordinator.

4. Other reasonable and related expenses.

- ~~Personal phone calls are permitted on a limited basis. These calls should only be to family members and/or to address pertinent issues at home. Calls should be kept as brief as possible. Personal cell phones should be used whenever possible.~~ Other expenses will be considered on a case-by-case basis and must be approved by the Finance Director and City Administrator.

Though expenses will vary depending on the nature and location of travel, it is expected that all reasonable efforts will be made to keep expenses at or below the US Government recommended daily per diem amount. The Finance Department will provide the US Government daily rate for any City to which an employee is traveling.

Section 4-6 Non-Reimbursable Expenses

The following travel expenses shall not be reimbursable:

1. Costs incurred by a spouse, other relative, or guest accompanying an employee, unless approved by ~~City~~the City Administrator. For example, if an employee must upgrade from a single occupancy to a double occupancy hotel room to accommodate a family member, they are responsible for the difference in cost.
2. Non-conference ~~related~~hosted or related entertainment costs.
3. Personal expenditures such as laundry and cleaning, entertainment, or side trips not provided by the conference.
4. Purchase of alcoholic beverages, (unless approved by the City Administrator or other designated City official in the conduct of business).
5. ~~Personal phone calls in excess of reasonable limits or length and upgraded internet service.~~
6. 5. Costs for traffic violations and/or parking tickets received while traveling.

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Section 4-7 Mileage Reimbursement

Whenever possible, employees should use a City provided vehicle for official City duties. If an employee utilizes a City vehicle for travel or a rental vehicle, there will be no mileage reimbursement; however, parking, tolls, and cost of gasoline are reimbursable at actual cost with vendor issued receipts.

If a City vehicle is not available or feasible and an employee is authorized by his/her Department Head to use a personal vehicle in the performance of official City duties for travel, the employee shall be compensated for ~~actual~~the actual cost of parking and tolls. In addition, mileage to/from the closer of City Hall or point of departure will be reimbursed. Employees are to use map mileage (MapQuest, Google Earth, etc.) to determine ~~number~~the number of miles. Any mileage other than travel to/from conference must be documented and approved by ~~City~~the City Administrator before reimbursement will be made. All mileage will be reimbursed at a rate established by the Internal Revenue Service (IRS). ~~Mileage will be recorded on the Daily Mileage/Reimbursement Form (Appendix O).~~ Mileage for overnight conferences or seminars will go on the Travel Request and Expense Report. Any other

Mileage will be recorded on the Daily Mileage/Reimbursement Form (Appendix OG).

All reimbursements related to daily travel expenses must be submitted along with all receipts and other backup documentation. Both employee and Department Head signatures are required. Once all is obtained, ~~requisitioning department~~ may scan and ~~enter into~~enter in the accounting system and forward to Accounts Payable Clerk in the ~~Finance~~ department for review, payment, and routing in accordance with the Purchasing Requirements in Section 2-3.

Section 4-8 Specific Travel Policies

City Provided Vehicles

Employees authorized by the City Administrator may take City vehicles home as they can be called to conduct City business after hours and on weekends. Generally, this includes Department Heads who live within City limits or a reasonable distance from City limits. These employees are required to track and report their personal/commuting miles to the Human Resource Manager quarterly. These personal/commuting miles are considered taxable and are reported in the salary/wages of the respective employee. City vehicles are not to be used for vacations and any personal time.

Emergency Personnel

The Police Chief and Fire Chief ~~utilize their City Vehicles at all times~~always utilize their City Vehicles, unless they are on vacation, sick leave etc. As they qualify as an exception under IRS guidelines, no personal/commuting use is considered taxable.

In addition, the Deputy Fire Chief and Assistant Fire Chief are eligible to receive mileage reimbursement at the IRS rate for City business miles driven on their personal vehicles. The maximum amount they will be reimbursed is \$100 per month. A mileage log containing date, purpose and mileage must be turned into the Finance Department to be reimbursed.

Service Organizations

~~With regard to~~Regarding local service organizations, if the City pays either an annual membership fee or all meal expenses associated with meetings of such an organization, mileage expenses incurred in attending the meeting or events of any such organization shall **not** be reimbursed. In addition, employee attendance at special events will be paid or reimbursed by the City. Any guests of the employee are considered personal and will need to be paid by the employee.

Section 4-9 Travel Expense Reimbursement

Upon completion of authorized travel, an employee must submit all proper paperwork as described above including itemized receipts. Failure to provide adequate documentation of expenses may result in the withholding of reimbursement. Missing documentation requires Department Head, ~~Finance Manager~~Finance Director and City Administrator approval for reimbursement. All reconciling reports and receipts must be submitted for approval and reimbursement within five (5) business days after the employee returns to

work. In addition, violations of this policy may result in disciplinary action and possible termination of employment.

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BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH CUMMINGS, MCGOWAN & WEST (CMW) EQUIPMENT FOR THE PURCHASE OF A 2024 BOMAG BW 120 AD-5 DOUBLE DRUM ROLLER COMPACTOR

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

SECTION 1: The Mayor is hereby authorized to execute a Sales Contract with Cummings, McGowan & West (CMW) Equipment in an amount totaling Fifty-Seven Thousand, Six Hundred Ten Dollars, and Zero Cents (\$57,610.00) for the purchase of a 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor. A copy of said sales contract is attached hereto and marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

SALES CONTRACT

This Sales Contract made and entered into this _____ day of _____, 2023, by and between Cummings, McGowan & West (CMW) Equipment, 12980 Penridge Drive, Bridgeton, MO 63044, herein referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor for payment in the total sum of Fifty-Seven Thousand Six Hundred Ten Dollars and Zero Cents (\$57,610.00),

The contract documents shall consist of the following:

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

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

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

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

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

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk



November 28, 2023

RE: Recommendation – Purchase a Double Drum Roller Compactor

Honorable Mayor and City Council,

As you may be aware, before deciding to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and need for purchases. In doing so, we budgeted \$60,000 this year to replace our 1999 Dynapac Asphalt Roller with 1,211 hours. After looking at two models we chose the 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor, as this roller had a few design options that best suited our needs. We will sell the 1999 Dynapac Asphalt Roller on Purple Wave.

The bid is under the Sourcewell BOMAG Bid Program, Contract #060122-BAI, through Cummings, McGowan & West (CMW) Equipment, Bridgeton MO.

I recommend that the City of Washington contract with Cummings, McGowan & West (CMW) Equipment thru the Sourcewell Contract for the purchase of the 2024 BOMAG BW 120 AD-5 Double Drum Roller Compactor in the amount of \$57,610.00.

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

Respectfully,


Tony Bonastia
Street Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 700.320 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI
RELATING TO WATER CONNECTION FEES

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

SECTION 1: Section 700.320 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. A tap fee based upon the following schedule shall accompany each such application:

Size Of Connection (inches)	Tap Fee including Materials
3/4 and 1	\$400
1 1/2	\$600
2	\$675

B. Connection Fees – Water

1. In addition to the tap fee above, a connection fee based upon the following schedule shall also accompany each such application. Connection fees are for the right for an individual building to connect to the City's water system. Annual increases will be effective January 1 of the year the increase becomes effective. The most recent fees listed below will remain in effect beyond the year listed until new fees are established. The

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connection fee is based on the size of the water meter or water services line going into the building as follows:

Size Of Service Connection (inches)	Connection Fee
1-inch or smaller	\$1,400
1 1/2	\$1,800
2	\$3,200
3	\$4,000
4	\$7,700
6	\$10,000
8	\$15,000
10	\$19,900
12	\$24,700

Connection Fees for Multi-Unit Buildings. Commercial or industrial developments having multiple units or tenant spaces in the building(s) shall use a master meter to serve the building. The connection fee for this shall be calculated based on multiplying the number of units or tenant spaces in the building times 50% of the connection fee for the size of the water line going to each unit. Residential buildings having multiple tenant spaces in one building may use a master meter to serve the building. The connection fee for this will be calculated based on multiplying the number of units times 25% of the connection fee of a typical single family home (defined as having a one-inch water

meter). In all cases of a master meter being used, the property owner may install sub-meters for their own use on the private system after the City's master meter.

C. No service line shall be connected to the water system until all the fees are paid. If a line is connected prior to payment of fees, the City may disconnect the line and charge the owner, developer, contractor, plumber, or other parties, jointly or severally liable, all costs incurred for the disconnection including, but not limited to, reasonable attorney's fees, court costs, and interest from the date of disconnection.

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



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Change to code section 700.320
Date: 10/31/2023

Mayor and Council,

Staff have been working on updating current code sections for the Wastewater and Water Departments. While working with the wastewater connection fees it was found that the water connection fees had not been addressed. Staff reviewed and decided that it was time to increase the connection fees to mirror the wastewater fees.

Staff is requesting Council to approve the changes being made to code section 700.320. This has to do with the change in connection fees to the infrastructure.

The Board of Public Works and staff are asking for your approval of this change. If approved the change will take effect January 1st, 2024.

Thank You

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

Kevin Quaethem

Public Works Superintendent

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

Section 700.320 Permits And Charges For Water Taps And Connections.

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

- A. All applications for water taps or connections to water mains and extensions shall be in writing and accompanied by a drawing showing location of the main or extension and the location of the proposed connection to the main or extension. A tap fee based upon the following schedule shall accompany each such application:

Size Of Connection (inches)	Tap Fee <u>including Materials</u>
3/4 and 1	\$100 plus materials <u>\$400</u>
1 1/2	\$175 plus materials <u>\$600</u>
2	\$225 plus materials <u>\$675</u>

B. Connection Fees- Water

1. In addition to the tap fee above, a connection charge-fee based upon the following schedule shall also accompany each such application. Connection fees are for the right for an individual building to connect to the City's water system. Annual increases will be effective January 1 of the year the increase becomes effective. The most recent fees listed below will remain in effect beyond the year listed until new fees are established. The connection fee is based on the size of the water meter or water services line going into the building as follows:

Size Of Service Connection (inches)	Connection- <u>Charge Fee</u>
3/4	\$600
<u>+1-inch or smaller</u>	\$800 <u>\$1,400</u>
1 1/2	\$1,700 <u>\$1,800</u>
2	\$2,000 <u>\$3,200</u>
3	\$2,300 <u>\$4,000</u>
4	\$3,400 <u>\$7,700</u>
6	\$4,500 <u>\$10,000</u>
8	\$6,700 <u>\$15,000</u>

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Size Of Service Connection

(inches)

Connection-~~Charge~~ Fee

10

~~\$8,900~~ \$19,900

12

~~\$11,100~~ \$24,700

Connection Fees for Multi-Unit Buildings. Commercial or industrial developments having multiple units or tenant spaces in the building(s) shall use a master meter to serve the building. The connection fee for this shall be calculated based on multiplying the number of units or tenant spaces in the building times 50% of the connection fee for the size of the water line going to each unit. Residential buildings having multiple tenant spaces in one building may use a master meter to serve the building. The connection fee for this will be calculated based on multiplying the number of units times 25% of the connection fee of a typical single family home (defined as having a one-inch water meter). In all cases of a master meter being used, the property owner may install sub-meters for their own use on the private system after the City's master meter.

C. No service line shall be connected to the water system until all the fees are paid. If a line is connected prior to payment of fees, the City may disconnect the line and charge the owner, developer, contractor, plumber, or other parties, jointly or severally liable, all costs incurred for the disconnection including, but not limited to, reasonable attorney's fees, court costs, and interest from the date of disconnection.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY
ADJUSTMENT FOR HIGHLAND MEADOWS PLAT 9A,
IN THE CITY OF WASHINGTON, FRANKLIN
COUNTY, MISSOURI

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

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

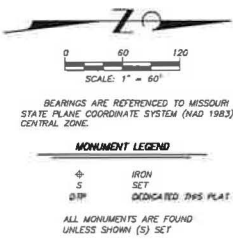
Mayor of Washington, Missouri

TK

Exhibit A

HIGHLAND MEADOWS PLAT 9A

A RE-SUBDIVISION OF LOTS A1 & A2 HIGHLAND MEADOWS PLAT 9
NW 1/4 SECTION 28 T48N R1W, WASHINGTON, FRANKLIN COUNTY, MISSOURI
NOVEMBER 17, 2023

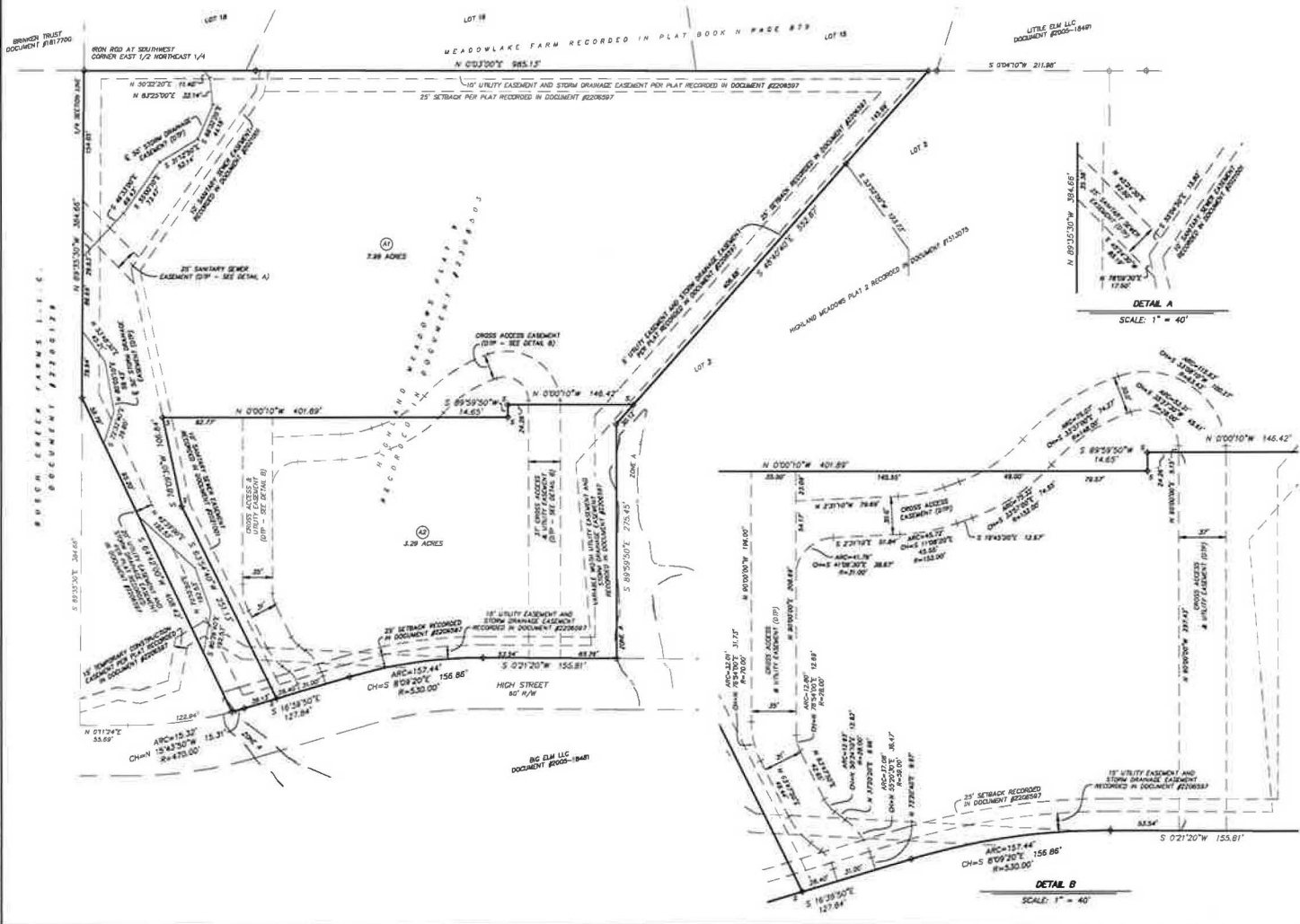


BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

MONUMENT LEGEND

⊕ IRON SET
S SET
□ DEDICATED THIS PLAT

ALL MONUMENTS ARE FOUND UNLESS SHOWN (S) SET



- NOTES:
1. THE FIRE ACCESS DRIVE SHALL BE PERPETUALLY MAINTAINED BY THE PROPERTY OWNER.
 2. A PORTION OF LOT A IS LOCATED IN ZONE A "100-YEAR FLOOD" AS SHOWN BY FIRM MAP NUMBER 29071C01450, DATED OCTOBER 16, 2011.
 3. THE FIRE ACCESS DRIVE SHALL BE PERPETUALLY MAINTAINED BY THE PROPERTY OWNER.

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 T44N R1W IN WASHINGTON, FRANKLIN COUNTY, MISSOURI, BEING LOTS A1 AND A2 OF HIGHLAND MEADOWS PLAT 9 RECORDED IN DOCUMENT NO. 2308503 AND CONTAINING 11.28 ACRES. THESE LOTS ARE SUBJECT TO EASEMENTS DEICATED BY THE PLAT OF HIGHLAND MEADOWS PLAT 9 AND HIGHLAND MEADOWS PLAT 8.

I THEN SUBDIVIDED LOTS A1 AND A2 OF HIGHLAND MEADOWS PLAT 9 RECORDED IN DOCUMENT NO. 2308503 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. CORP. #200404872
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (314) 449-2646
EMAIL: ESCARVES@ESS-SURV.COM

Frederick E. Carrod II
FREDERICK E. CARROD II
PROFESSIONAL LAND SURVEYOR
P.L.S. - 200816555

FRANKLIN COUNTY, MISSOURI
RECORDING OFFICE
NOV 17 2023

JEFFREY SMITH, L.P.
NW 1/4 SECTION 28 T44N R1W
WASHINGTON, FRANKLIN COUNTY, MISSOURI

I, JEFFREY E. SMITH, MANAGER 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.
COUNTRY CLUB PROPERTIES, L.L.C.

JEFFREY E. SMITH, MANAGER
STATE OF MISSOURI) SS
COUNTY OF BOONE

ON THIS _____ DAY OF _____, 2023 BEFORE ME PERSONALLY APPEARED JEFFREY E. SMITH, MANAGER 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, SHERRI KLEPKAMP, CITY CLERK FOR AND WITHIN THE CITY OF WASHINGTON, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF HIGHLAND MEADOWS PLAT 9A WAS APPROVED, AND THE 35 FOOT CROSS ACCESS AND UTILITY EASEMENT, THE 30 FOOT CROSS ACCESS EASEMENT, AND THE 37 FOOT CROSS ACCESS AND UTILITY EASEMENT DEICATED PER HIGHLAND MEADOWS PLAT 9 RECORDED IN DOCUMENT NO. 2308503 IS HEREBY VACATED 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 KLEPKAMP, CITY CLERK
WASHINGTON, MISSOURI

TK

**CITY OF WASHINGTON
CITY SALES TAX SUMMARY**

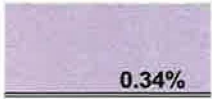
1% GENERAL SALES TAX

Previous Years 1970-2000 Total:		\$ 36,121,362.69			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-2022	5,475,936.43
2002-2003	2,875,714.84	2012-2013	3,760,065.80	2022-2023	5,586,805.95
2003-2004	3,155,590.86	2013-2014	3,912,118.45	2023-2024	846,327.53
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
TOTAL COLLECTIONS TO DATE:				\$ 127,330,711.28	

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	\$ 404,210.90	\$ 451,517.96	11.70%
NOVEMBER	273,682.85	325,999.08	337,510.28	329,477.61	439,267.24	394,809.57	-10.12%
DECEMBER	406,617.65	400,738.68	448,383.63	522,976.40	469,140.53		
JANUARY	428,005.85	420,055.36	430,457.12	392,285.39	515,227.78		
FEBRUARY	363,771.00	417,204.79	396,723.58	509,008.53	495,173.79		
MARCH	444,964.47	417,215.47	468,305.25	483,461.03	400,841.38		
APRIL	387,311.51	365,080.95	387,138.97	393,317.74	476,640.26		
MAY	300,584.29	358,920.74	385,747.95	342,734.14	407,267.67		
JUNE	456,577.00	401,315.24	514,849.48	536,473.31	490,570.26		
JULY	420,349.19	442,261.53	462,011.90	462,478.68	476,993.66		
AUGUST	322,712.79	372,615.14	396,711.64	546,440.92	498,392.59		
SEPTEMBER	465,772.42	518,477.31	523,081.81	503,139.18	513,079.89		
TOTALS:	\$ 4,612,283.40	\$ 4,787,670.81	\$ 5,138,337.05	\$ 5,475,936.43	\$ 5,586,805.95	\$ 846,327.53	

Increase (Decrease)
Over Prior Year -1.93% 3.80% 7.32% 6.57% 2.02%

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



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	\$ 13,861,253.64
TOTAL COLLECTIONS TO DATE:		<u>\$ 56,692,820.55</u>

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	\$ 202,105.70	\$ 225,758.59	11.70%
NOVEMBER	136,841.76	162,999.67	168,755.25	164,738.68	219,633.65	197,405.06	-10.12%
DECEMBER	203,310.25	200,369.28	224,192.00	261,488.24	234,570.17		
JANUARY	214,002.88	210,027.68	215,228.64	196,142.72	257,613.79		
FEBRUARY	181,885.56	208,602.53	198,361.30	254,504.01	247,587.18		
MARCH	222,481.70	208,607.73	234,152.34	241,730.89	200,420.71		
APRIL	193,656.33	182,540.31	193,569.47	196,659.57	238,319.46		
MAY	150,291.55	179,460.29	192,873.68	171,366.64	203,633.58		
JUNE	228,288.80	200,657.51	257,424.63	268,236.68	245,285.14		
JULY	210,175.01	221,130.97	231,006.12	231,239.74	238,497.27		
AUGUST	161,356.40	186,307.76	198,355.48	273,220.21	249,196.84		
SEPTEMBER	232,886.54	259,238.60	261,541.37	251,569.17	256,539.82		
TOTALS	\$ 2,306,143.70	\$ 2,393,835.48	\$ 2,569,168.07	\$ 2,737,968.28	\$ 2,793,403.31	\$ 423,163.65	

Increase
(Decrease) Over
Prior Year

-1.93% 3.80% 7.32% 6.57% 2.02%

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

0.34%

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

0.97%

1/2 % TRANSPORTATION SALES TAX

MONTH	2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		Monthly % Increase/ (Decrease)
OCTOBER	\$	170,946.23	\$	173,893.15	\$	193,707.83	\$	227,070.97	\$	202,105.68	\$	225,758.66	11.70%
NOVEMBER		136,840.50		162,999.68		168,755.33		164,738.72		219,633.66		197,404.90	-10.12%
DECEMBER		203,308.99		200,369.28		224,192.04		261,488.24		234,570.22			
JANUARY		214,002.88		210,027.78		215,228.70		196,142.69		257,613.79			
FEBRUARY		181,885.52		208,602.55		198,361.35		254,499.40		247,587.19			
MARCH		222,481.85		208,607.77		234,152.35		241,730.92		200,420.73			
APRIL		193,656.25		182,540.19		193,569.46		196,659.56		238,319.52			
MAY		150,291.51		179,460.32		192,873.68		171,366.53		203,633.50			
JUNE		228,288.78		200,657.52		257,424.62		268,236.76		245,285.23			
JULY		210,175.04		221,130.96		231,006.14		231,239.69		238,497.24			
AUGUST		161,355.80		186,307.86		198,355.50		273,220.19		249,196.88			
SEPTEMBER		232,886.52		259,238.63		261,541.35		251,569.36		256,539.78			
TOTALS	\$	2,306,119.87	\$	2,393,835.69	\$	2,569,168.35	\$	2,737,963.03	\$	2,793,403.42	\$	423,163.56	

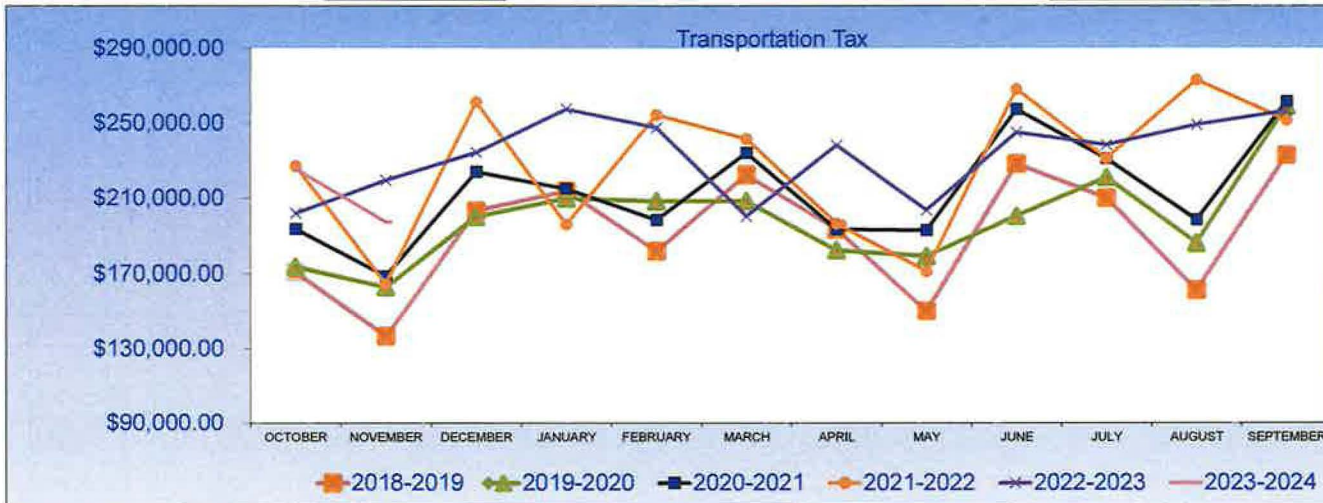
Increase (Decrease) Over Prior Year

	-1.93%	3.80%	7.32%	6.57%	2.02%
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COLLECTIONS 2005 TO PRESENT: **\$33,073,149.33**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **0.34%**

FISCAL YEAR END PERCENTAGE (POS- OCTOBER TO SEPTEMBER)
Shown Once A Year on November Report. **0.97%**



LOCAL OPTION USE TAX

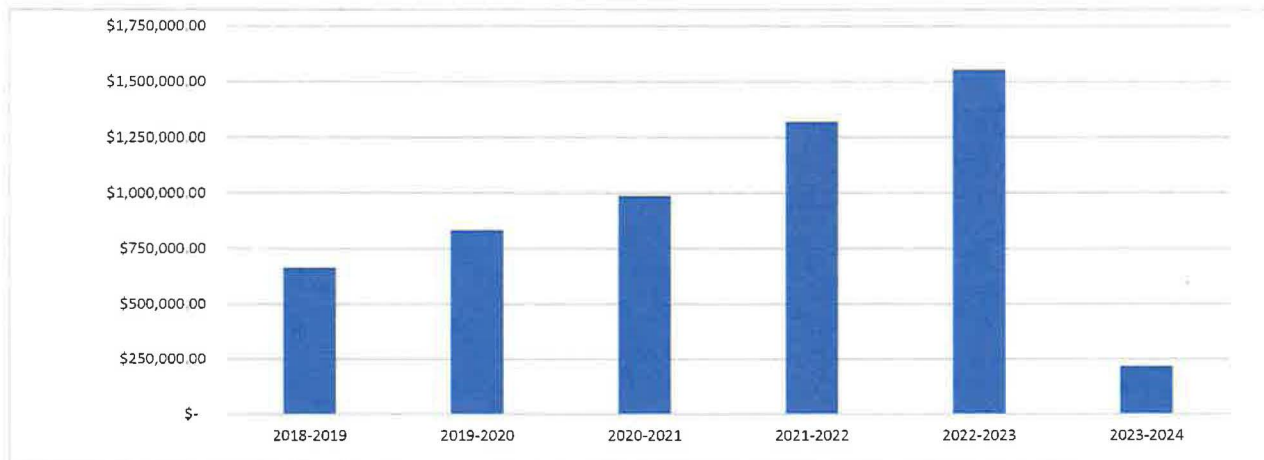
MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	\$ 80,047.64	\$ 116,786.38	45.90%
NOVEMBER	48,613.78	56,442.98	77,752.19	75,696.93	134,689.97	99,326.86	-26.26%
DECEMBER	49,662.96	53,993.39	65,391.95	81,034.55	150,460.10		
JANUARY	68,775.33	39,958.65	69,783.79	98,017.42	108,564.38		
FEBRUARY	73,271.71	63,549.19	112,976.86	102,284.34	150,469.87		
MARCH	79,877.50	81,178.43	104,092.21	99,642.15	88,685.96		
APRIL	54,168.57	51,201.38	83,105.78	117,044.07	142,947.05		
MAY	45,391.56	117,142.50	70,120.42	155,677.22	86,607.84		
JUNE	51,449.73	94,813.67	73,348.19	90,619.63	100,202.40		
JULY	42,197.49	76,691.07	63,309.11	93,190.15	155,042.94		
AUGUST	53,911.53	82,028.64	89,259.01	211,885.73	216,974.72		
SEPTEMBER	62,998.22	79,946.63	109,517.43	121,402.30	138,127.68		
TOTAL	\$ 664,542.96	\$ 832,447.39	\$ 989,207.80	\$ 1,319,843.84	\$ 1,552,820.55	\$ 216,113.24	

Increase
(Decrease)
Over Prior
Year

5.46%	25.27%	18.83%	33.42%	17.65%
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COLLECTIONS 1998 TO PRESENT: **\$ 12,893,545.38**

OVERALL PERCENTAGE
GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **0.64%**





Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	17,043,890.00	17,043,890.00	975,597.81	975,597.81	-16,068,292.19	94.28%
Expense	17,774,520.00	17,774,520.00	1,154,766.57	1,154,766.57	16,619,753.43	93.50%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-730,630.00	-730,630.00	-179,168.76	-179,168.76	551,461.24	75.48%
Fund: 003 - LIBRARY FUND						
Revenue	813,880.00	813,880.00	7,169.35	7,169.35	-806,710.65	99.12%
Expense	898,840.00	898,840.00	98,908.28	98,908.28	799,931.72	89.00%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	-84,960.00	-84,960.00	-91,738.93	-91,738.93	-6,778.93	-7.98%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	1,010,070.00	1,010,070.00	2,910.16	2,910.16	-1,007,159.84	99.71%
Expense	1,345,860.00	1,351,680.00	271,792.37	271,792.37	1,079,887.63	79.89%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-335,790.00	-341,610.00	-268,882.21	-268,882.21	72,727.79	21.29%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	465,000.00	465,000.00	0.00	0.00	-465,000.00	100.00%
Expense	1,239,000.00	1,239,000.00	0.00	0.00	1,239,000.00	100.00%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-774,000.00	-774,000.00	0.00	0.00	774,000.00	100.00%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,822,000.00	1,822,000.00	116,786.38	116,786.38	-1,705,213.62	93.59%
Expense	3,575,780.00	3,575,780.00	23,836.94	23,836.94	3,551,943.06	99.33%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-1,753,780.00	-1,753,780.00	92,949.44	92,949.44	1,846,729.44	105.30%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	4,564,150.00	4,564,150.00	208,029.00	208,029.00	-4,356,121.00	95.44%
Expense	6,582,850.00	6,770,560.00	81,635.21	81,635.21	6,688,924.79	98.79%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-2,018,700.00	-2,206,410.00	126,393.79	126,393.79	2,332,803.79	105.73%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	8,305,690.00	8,305,690.00	272,852.19	272,852.19	-8,032,837.81	96.71%
Expense	10,073,530.00	10,093,530.00	119,048.03	119,048.03	9,974,481.97	98.82%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-1,767,840.00	-1,787,840.00	153,804.16	153,804.16	1,941,644.16	108.60%
Fund: 265 - COP FUND						
Revenue	2,117,900.00	2,117,900.00	0.00	0.00	-2,117,900.00	100.00%
Expense	2,167,400.00	2,167,400.00	0.00	0.00	2,167,400.00	100.00%
Fund: 265 - COP FUND Surplus (Deficit):	-49,500.00	-49,500.00	0.00	0.00	49,500.00	100.00%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	399,400.00	399,400.00	16,429.10	16,429.10	-382,970.90	95.89%
Expense	811,060.00	811,060.00	0.00	0.00	811,060.00	100.00%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-411,660.00	-411,660.00	16,429.10	16,429.10	428,089.10	103.99%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	154,200.00	154,200.00	7.45	7.45	-154,192.55	100.00%
Expense	153,520.00	153,520.00	0.00	0.00	153,520.00	100.00%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	680.00	680.00	7.45	7.45	-672.55	98.90%
Fund: 400 - WATER FUND						
Revenue	3,271,800.00	3,271,800.00	205,436.46	205,436.46	-3,066,363.54	93.72%
Expense	3,729,080.00	3,729,080.00	115,402.82	115,402.82	3,613,677.18	96.91%
Fund: 400 - WATER FUND Surplus (Deficit):	-457,280.00	-457,280.00	90,033.64	90,033.64	547,313.64	119.69%
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	3,284,870.00	3,284,870.00	214,343.22	214,343.22	-3,070,526.78	93.47%
Expense	6,189,000.00	6,189,000.00	71,508.42	71,508.42	6,117,491.58	98.84%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,904,130.00	-2,904,130.00	142,834.80	142,834.80	3,046,964.80	104.92%

13e

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 420 - SOLID WASTE FUND						
Revenue	4,109,550.00	4,109,550.00	186,258.66	186,258.66	-3,923,291.34	95.47%
Expense	5,547,700.00	5,547,700.00	164,859.86	164,859.86	5,382,840.14	97.03%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	-1,438,150.00	-1,438,150.00	21,398.80	21,398.80	1,459,548.80	101.49%
Report Surplus (Deficit):	-12,725,740.00	-12,939,270.00	104,061.28	104,061.28	13,043,331.28	100.80%

13e

Fund Summary

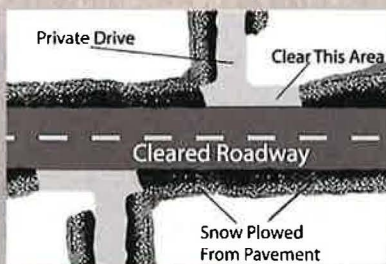
Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-730,630.00	-730,630.00	-179,168.76	-179,168.76	551,461.24
003 - LIBRARY FUND	-84,960.00	-84,960.00	-91,738.93	-91,738.93	-6,778.93
004 - VOLUNTEER FIRE FUND	-335,790.00	-341,610.00	-268,882.21	-268,882.21	72,727.79
010 - VEHICLE & EQUIPMENT REP	-774,000.00	-774,000.00	0.00	0.00	774,000.00
250 - STORMWATER IMPROVEME	-1,753,780.00	-1,753,780.00	92,949.44	92,949.44	1,846,729.44
260 - CAPITAL IMPROVEMENT SAI	-2,018,700.00	-2,206,410.00	126,393.79	126,393.79	2,332,803.79
261 - TRANSPORTATION SALES TA	-1,767,840.00	-1,787,840.00	153,804.16	153,804.16	1,941,644.16
265 - COP FUND	-49,500.00	-49,500.00	0.00	0.00	49,500.00
272 - DOWNTOWN TIF RPA-1	-411,660.00	-411,660.00	16,429.10	16,429.10	428,089.10
274 - RHINE RIVER TIF RPA-2	680.00	680.00	7.45	7.45	-672.55
400 - WATER FUND	-457,280.00	-457,280.00	90,033.64	90,033.64	547,313.64
410 - SEWAGE TREATMENT FUND	-2,904,130.00	-2,904,130.00	142,834.80	142,834.80	3,046,964.80
420 - SOLID WASTE FUND	-1,438,150.00	-1,438,150.00	21,398.80	21,398.80	1,459,548.80
Report Surplus (Deficit):	-12,725,740.00	-12,939,270.00	104,061.28	104,061.28	13,043,331.28

WINTER SNOW REMOVAL

Winter Storm Tips

The City of Washington strives for quick and safe snow removal from the city streets in minimal time. Streets are managed by giving priority to providing access for emergency vehicles in the following order: Major thoroughfares and collector streets, minor collector streets and longer residential streets, shorter residential streets and cul de sacs. After completion, the crews will work to "widen out" and clear all streets.

How can I help?



- ❄ Always shovel to the right side rather than into the street.
- ❄ Try to shovel beyond the curb. Clear an area 2 feet past the end of your driveway.
- ❄ Shovel an area 2x15 up the street from your driveway (direction plow truck will be coming from).
- ❄ Keep your mailbox clear to ensure mail delivery. City crews must keep a few feet away from the mailboxes to avoid damaging them.
- ❄ Start clearing snow early! Fresh snow weighs less than old snow that compacts and becomes wet and difficult to shovel.

Ice & snow... take it slow!

Driving

Avoid unnecessary driving and stay off the roadways whenever possible during winter storms. Please do not try to pass Snowplows. Stay back. Stay Safe. Give the plows room to work. Remember to clean off your car and headlights.

Parking

Please park in your driveway during winter storms. Plows need to avoid parked vehicles, which can result in piles of snow on the roadway. Never park in front of your driveway, as this can result in your vehicle being blocked in by the snow plows.

Questions?

Call 636.390.1032



WASHMO.GOV