

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, DECEMBER 18, 2023 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the December 4, 2023, Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Final Payment Request – City Auditorium Roof		
b. Payment Request – Jefferson Street – Roadway and ADA Compliance Project		
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor’s Presentations, Appointments & Reappointments</u>		
a. Police Department Appointments	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
a. Annexation – Stone Bridge Development Phase II	Accept Into Minutes	Memo
b. An ordinance annexing 18.72 acres off Bieker Road into the City of Washington, Missouri, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	Memo
c. Special Use Permit – 335 Rand Street	Accept Into Minutes	Memo
d. An ordinance granting a Special Use Permit to utilize 335 Rand Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	Memo
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
a. CMAQ Grant Application – East Fifth Street South Point Road/Highway 100 Intersection	Discussion	
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance authorizing and directing the execution of a Preventative Maintenance Agreement by and between the City of Washington, Missouri and EVAPAR for routine maintenance on all City generators.	Read & Int/Read/Vote/Mayor	Memo
b. An ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and Eagan Building Group, LLC for Construction Improvements for the Public Works Office Remodel and amend the 2024 Budget.	Read & Int/Read/Vote/Mayor	Memo

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------|
| c. An ordinance authorizing and directing the City of Washington, Missouri to accept the Quote from Eastech Flow Controls Inc. for the purchase Twelve (12) iTracker Cellular Units. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance authorizing and directing the execution of a Parking License Agreement by and between the City of Washington, Missouri and Waste Management of Missouri, Inc. | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance amending Schedule IV, No Parking At Any Time, of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance authorizing and directing the execution of a Development Agreement by and between the City of Washington, Missouri and Clover Valley Properties, LLC. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the execution of an Agreement to Cost-Share Facilities Extension to the Richard Oldenburg Industrial Park by and between the City of Washington, Missouri and the Washington Missouri Development Corporation. | Read & Int/Read/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

- | | | |
|------------------------------------------------------------------|-------------------------|------|
| a. Washington Historic Preservation Commission Annual Report | Motion to Approve/Mayor | |
| b. Preliminary Plat Approval – Stone Bridge Development Phase II | Accept/Approve/Mayor | Memo |

9. MAYOR’S REPORT:

- a. First Council Meeting in January – Tuesday, January 2, 2024, due to New Year’s Holiday
- b. Second Council Meeting in January – Tuesday, January 16, 2024, due to MLK Holiday

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. 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, DECEMBER 14, 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, DECEMBER 4, 2023**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, December 4, 2023, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

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

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	Economic Development Director	Sal Maniaci
	Fire Chief	Tim Frankenberg
	Finance Director	Mary Sprung
	Emergency Management Director	Justin Frankenberg
	Building Official	Blake Marquart
	Street Superintendent	Tony Bonastia
	City Engineer	Charles Stankovic
	Library Director	Nelson Appell
	Public Works Superintendent	Kevin Quaethem
	City Planner/GIS Specialist	Sarah Skeen

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 20, 2023, Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Change Order #1 & Final Payment Request – Westlink Drive Improvement Project
- * Final Payment Request - Sliplining

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

PRIORITY ITEMS:

- * Tourism Commission Reappointment

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

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

Mayor's Presentations, Appointments & Reappointments:

- * None

PUBLIC HEARINGS

- * None

CITIZENS COMMENTS

- * None

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * Flock Safety Cameras

Police Chief Jim Armstrong, Police Captain Darryl Balleydier and Kristen MacLeod from Flock Safety discussed and presented information on Flock Safety Cameras. Discussions ensued regarding stolen vehicles, expired licenses, funding, which municipalities are utilizing the cameras, location of the cameras, possible grants, and retail stores.

* I-Tracking I&I Detection Equipment

To: *Honorable Mayor and City Council*
From: *Kevin Quaethem, Public Works Superintendent*
Subject: *I-Tracking I&I Detection Equipment*
Date: *11/28/23*

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,

Kevin Quaethem

Public Works Superintendent

Public Works Superintendent Kevin Quaethem discussed the I-Tracking I&I Detection Equipment. Discussions ensued regarding budget and funding, life span, targeting certain areas, and which municipalities are utilizing the equipment.

ORDINANCES/RESOLUTIONS

Bill No. 23-12911, Ordinance No. 23-13876, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12912, Ordinance No. 23-13877, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

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Bill No. 23-12913, Ordinance No. 23-13878, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12914, Ordinance No. 23-13879, 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).

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 23-12915, Ordinance No. 23-13880, 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).

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12916, Ordinance No. 23-13881, an ordinance amending the 2022-2023 Budget for the period of October 1, 2022, through September 30, 2023, for the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12917, Ordinance No. 23-13882, an ordinance amending the 2023-2024 Budget for the period of October 1, 2023, through September 30, 2024, for the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12918, Ordinance No. 23-13883, an ordinance amending Article I, Chapter 140 of the Code of the City of Washington, Missouri by adding thereto certain financial policies.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12919, Ordinance No. 23-13884, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12920, Ordinance No. 23-13885, an ordinance amending Section 700.320 of the Code of the City of Washington, Missouri relating to Water Connection Fees.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12921, Ordinance No. 23-13886, an ordinance approving a Boundary Adjustment for Highland Meadows Plat 9A, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * Thank you to the Engineering Department for their hard work regarding the Highway 100/Rabbit Trail Intersection Improvement and Phoenix Center Drive Relocation Project and the Third Street Project.
- * Tomorrow is opening day for filing; closing date is December 26, 2023.
- * Be safe out there.

CITY ADMINISTRATOR'S REPORT

- * Discussion on placing the City of Washington logo on the South Point Water Tank.

COUNCIL COMMENTS

- * Thank you to the Street Department for their quick response regarding a resident's complaint.
- * Great job by the Street Department on Leaf Pickup.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:54 p.m. by Councilmember Wessels, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



December 18, 2023

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

RE: Final Payment Request – Nappier Construction DBA Shingle Tech

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the new foam roof at the City Auditorium. The project is completed per the specifications and documents, and as such, I am asking that you consider granting Nappier Construction's request for final payment in the amount of \$56,108.48.

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

Respectfully submitted,

Wayne Dunker

Wayne Dunker MA, CPRP
Director of Parks & Recreation

Attachment – 1



FINAL PAYMENT REQUEST

TO: City Council

NAME OF PROJECT: Auditorium Foam Roof

OWNER: CITY OF WASHINGTON

CONTRACTOR: Nappier Construction DBA Shingle Tech, Inc.

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

Original Contract Price.....	\$136,794.00
Contingency.....	\$6,000.00
New Contract Amount.....	\$142,794.00
Previous Payments.....	\$80,685.52
Final Payment.....	\$56,108.48

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____

I N V O I C E

Shingle Tech
 516 W 5th st
 Washington, MO 63090
 (636) 221-7284

Sales Representative
 Nic Nappier
 (636) 221-7284
 nic@shingletech.com



City Of Washington
Job #J-3724 - City Auditorium
Washington, MO 63090

Invoice #	I-3141
Date	11/12/2023
Amount Due	\$56,108.48
Due Date	Due on Receipt

Item	Description	Qty
spray foam (Conklin) sq ft	1 in foam with r-7	52,000.00
Conklin rapid roof 3(base55gal)	55 gal covers 30 sq or 5500 ln ft	4.00
Conklin rapid roof 3 top(55gal)	55 gal covers 28.94 sq	4.00
labor	tear-off and install	1.00
back rake		
2x6(10ft)		30.00
1x12 (10ft)		10.00
standing seam (cap)	10 ft the trim placed along the roof's ridge – the peak, where two roof slopes meet up.	10.00
labor	tear-off and install	16.00
lift		
tool rental		1.00
Addition		
labor	no additional supplements needed	-6,000.00

Sub Total	\$136,794.00
Total	\$136,794.00
Payment 11/12/2023	\$80,685.52
Amount Paid	\$80,685.52
Balance Due	\$56,108.48

*Card payment may incur a convenience fee which is calculated at checkout.



December 12, 2023

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

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Permanent Easement Payment, Tracts 60 & 61**

Dear Mayor and City Council Members:

This project requires that two permanent easements (PE) be obtained for construction of ADA sidewalk on the west side of the intersection of Jefferson and Fourteenth Street. Permanent easement deed ordinances 23-13699 and 23-13700 (attached) for tracts 60 & 61 were reviewed and approved by City Council on February 6, 2023. The appraiser and review appraiser assessed the total value of both PE's at \$758.00. The negotiations have led to both property owners agreeing to accept their respective offers. Please refer to the attached offer letters for additional details. Staff recommends proceeding with these acquisitions and will proceed with payment for both PE's and recording the deeds at the Recorder of Deeds office upon your approval of this recommendation.

Respectfully submitted,

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

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

Enclosures: Tract 60 Offer Letter Acceptance by Property Owner (1)
Tract 61 Offer Letter Acceptance by Property Owner (2)
Ordinance 23-13699 Tract 60 Permanent Easement Deed Ordinance (3)
Ordinance 23-13700 Tract 61 Permanent Easement Deed Ordinance (4)



October 11, 2023

1400 Jefferson, LLC
CT Corporation System
120 South Central Ave
Clayton, MO 63105

1400 Jefferson, LLC
Rockwood Asset Management, LLC
c/o Scott Zajac, Manager
1935 Park Avenue
St. Louis MO 63104

Re: Tract 60, 1351 Jefferson St, **Initial Offer Letter**
Jefferson Street - Roadway and ADA Compliance Project STP-6406(607)

To whom it may concern:

The City of Washington has approved a program for the construction of the subject project. We have enclosed a leaflet, *Right of Way Acquisition*, which will explain the procedures for land acquisition. It will be necessary to acquire certain real property and rights to accomplish the proposed improvement as indicated on the enclosed engineering plans presented to you for consideration. A permanent sidewalk easement deed has been prepared that will more particularly describe the parcel.

I am authorized by the City of Washington to offer on its behalf to all interest parties who may have an interest in the real estate to be acquired the sum of **\$466.00**, which has been estimated to be just compensation for such property and rights based upon the fair market value of the property. Find enclosed a standard appraisal of the subject property as prepared by Blue Raven Appraisal, LLC on July 14, 2023. A review appraisal will be prepared and submitted to you once completed. A summary of the amount set out above as just compensation is as follows.

83 square feet of permanent easement land @ \$5.62/square foot = \$466.00

TOTAL VALUE \$466.00

This estimate of just compensation has been arrived at after giving consideration to the sales prices of other properties in the area which are similar to your property, in accordance with the procedures. Note that this compensation is subject to approval of the City Council.

It is requested that you, within a reasonable time, advise the undersigned of your acceptance or rejection of this offer. If you are in agreement with this offer, please sign below and return one original of this letter to my attention. Upon receipt of your acceptance, I will contact you to arrange a time to have a deed executed and to remit payment as outlined above. A city ordinance form as well as a copy of the deed to be executed are attached.

Additionally, please provide the City of Washington with your correct taxpayer identification number. Attached is an IRS form W-9 for your use in providing your taxpayer identification number. Please complete these forms and return to me. Should you decline to provide the requested information, the department is still required to file Form 1099-S with the Internal Revenue Service based on information available. Failure to provide the department with your correct TIN may subject you to civil or criminal penalties imposed by law.


As explained in the enclosed leaflet, *Right of Way Acquisition*, you may be entitled to reimbursement for a pro rata portion of current realty taxes paid. It is your responsibility to submit the attached Form 7-2.22C property executed with copies of paid tax receipts to this office to claim reimbursement.

<u>The following information is enclosed</u>	<u>Documents to be provided/executed at a later date to consummate the transaction</u>
Leaflet, Right-of-Way Acquisition	Deed
Engineering Plan	Form W-9
Standard Appraisal	Form 7-2.22C
Ordinance	Review Appraisal

Sincerely,



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

<p>We agree to the herein described proposal.</p> <p>By: _____</p> <p>Date: _____</p> <p>By:  _____</p> <p>Date: <u>11/27/2023</u></p> <p>Rockwood Asset Management, LLC c/o Scott Zajac, Manager</p>	<p>We do not agree with the herein described proposal.</p> <p>By: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Date: _____</p> <p>Rockwood Asset Management, LLC c/o Scott Zajac, Manager</p>
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July 25, 2023

Union Electric Company
P.O. Box 149, Mail Code 210
St. Louis, MO 63166

Email: Tyler B Leuschke, TLeuschke@ameren.com
Ameren Services Real Estate Manager

Re: Tract 61, Jefferson Street, **Initial Offer Letter**
Jefferson Street - Roadway and ADA Compliance Project STP-6406(607)

To whom it may concern:

The City of Washington has approved a program for the construction of the subject project. We have enclosed a leaflet, *Right of Way Acquisition*, which will explain the procedures for land acquisition. It will be necessary to acquire certain real property and rights to accomplish the proposed improvement as indicated on the enclosed engineering plans presented to you for consideration. A permanent sidewalk easement deed has been prepared that will more particularly describe the parcel.

I am authorized by the City of Washington to offer on its behalf to all interest parties who may have an interest in the real estate to be acquired the sum of **\$292.00**, which has been estimated to be just compensation for such property and rights based upon the fair market value of the property. Find enclosed a standard appraisal of the subject property as prepared by Blue Raven Appraisal, LLC on July 14, 2023. A review appraisal will be prepared and submitted to you once completed. A summary of the amount set out above as just compensation is as follows.

98 square feet of permanent easement land @ \$2.98/square foot = \$292.00

TOTAL VALUE \$292.00

This estimate of just compensation has been arrived at after giving consideration to the sales prices of other properties in the area which are similar to your property, in accordance with the procedures. Note that this compensation is subject to approval of the City Council.

It is requested that you, within a reasonable time, advise the undersigned of your acceptance or rejection of this offer. If you are in agreement with this offer, please sign below and return one original of this letter to my attention. Upon receipt of your acceptance, I will contact you to arrange a time to have a deed executed and to remit payment as outlined above. A city ordinance form as well as a copy of the deed to be executed are attached.

Additionally, please provide the City of Washington with your correct taxpayer identification number. Attached is an IRS form W-9 for your use in providing your taxpayer identification number. Please complete these forms and return to me. Should you decline to provide the requested information, the department is still required to file Form 1099-S with the Internal Revenue Service based on information available. Failure to provide the department with your correct TIN may subject you to civil or criminal penalties imposed by law.

As explained in the enclosed leaflet, *Right of Way Acquisition*, you may be entitled to reimbursement for a pro rata portion of current realty taxes paid. It is your responsibility to submit the attached Form 7-2.22C property executed with copies of paid tax receipts to this office to claim reimbursement.

<u>The following information is enclosed</u>	<u>Documents to be provided/executed at a later date to consummate the transaction</u>
Leaflet, Right-of-Way Acquisition	Deed
Engineering Plan	Form W-9
Standard Appraisal Ordinance	Form 7-2.22C
	Review Appraisal

Sincerely,



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

We agree to the herein described proposal.

By: Janice Wenzel
Date: 12/07/2023

Janice Wenzel, Director, Real Estate
Union Electric Company d/b/a
Ameren Missouri

BILL NO. 23-12736 INTRODUCED BY PATKE

ORDINANCE NO. 23-13699

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EASEMENT DEED BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND 1400 JEFFERSON, LLC

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and 1400 Jefferson, LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed 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: 02-06-23

ATTEST: Sheri Kekamp

[Signature]
President of City Council

Approved: 02-06-23

ATTEST: Sheri Kekamp

[Signature]
Mayor of Washington, Missouri

EASEMENT DEED

THIS DEED made and entered into this 6th day of February, 2023, by and between 1400 Jefferson, LLC, whose address is 120 S. Central Avenue, Clayton, Missouri 63105, **Grantor**, and **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a political subdivision and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantor**, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

the construction, installation, inspection, repair, replacement, maintenance and use of public sidewalk and related improvements in, over, under, across and through the following described real property situated in the City of Washington, County of Franklin, State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the perpetual non-exclusive easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection,

placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities.

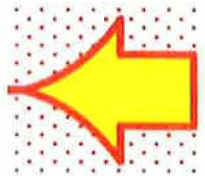
The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

By: _____
Title: _____
Name: _____



Grantee


James D. Hagedorn, Mayor

SEAL:

Attest:


Sherri Klekamp, City Clerk



STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2023 before me personally appeared _____, (name of manager or member) of 1400 Jefferson, LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.



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

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this 7th day of February, 2023, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

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

My Term Expires: 12-07-24

Sherril Lynn Klekamp
Notary Public



EXHIBIT A

OCTOBER 2022
City of Washington
Jefferson Street - Roadway and ADA Compliance Project

Description: 1351 Jefferson Street, Washington, Missouri, 63090
Tract 60, Document No. 1100398
Permanent Easement

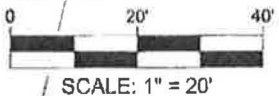
LEGAL DESCRIPTION:

A tract of land being part of Lot 1 of "Washington Business Center", being part of the Southeast Quarter of the Southwest Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at the Southeast Corner of Lot 1 of "Washington Business Center", recorded on August 21, 2002 in Plat Book P, Page 1559 of the Franklin County Recorder of Deeds Office, also being the intersection of the west right-of-way line of Jefferson Street and the north right-of-way line of Fourteenth Street, thence along said north right-of-way line N89°-31'-18"W 4.30 ft. to a point; thence leaving said north right-of-way line N11°-50'-20"E 15.27 ft. to a point; thence N28°-35'-46"E 12.11 ft. to a point on the west right-of-way line of Jefferson Street; thence along said west right-of-way line S10°-15'-14"W 26.03 ft. to the point of beginning, containing 0.002 acres.

SIDEWALK EASEMENT EXHIBIT A

PART OF LOT 1 OF "WASHINGTON BUSINESS CENTER", BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



- NOTES:
1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the Modot VRS RTK Network.
 2. Outboundary shown hereon as per "General Warranty Deed" recorded on January 6, 2011 with Document No. 1100398 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2385
 State of Missouri
 Registered Land Surveyor for
 Buescher Frankenberg Associates, Inc
 Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751

103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6

BILL NO. 23-12737 INTRODUCED BY PATKE

ORDINANCE NO. 23-13700

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION
OF AN EASEMENT DEED BY AND BETWEEN THE CITY OF
WASHINGTON, MISSOURI AND UNION ELECTRIC COMPANY

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 Easement Deed by and between the City of Washington, Missouri and Union Electric Company, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed 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: 02-06-23

ATTEST: Sheri Kukamp



President of City Council

Approved: 02-06-23

ATTEST: Sheri Kukamp



Mayor of Washington, Missouri

EASEMENT DEED

THIS DEED made and entered into this 6th day of February, 2023, by and between Union Electric Company, whose address is 1901 Choteau Avenue, St. Louis, Missouri 63103, **Grantor**, and **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a political subdivision and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantor**, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

the construction, installation, inspection, repair, replacement, maintenance and use of public sidewalk and related improvements in, over, under, across and through the following described real property situated in the City of Washington, County of Franklin, State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the perpetual non-exclusive easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection,

placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities.

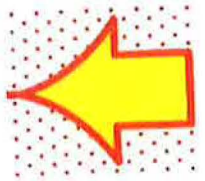
The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

By: _____
Title: _____
Name: _____



Grantee


James D. Hagedorn, Mayor

SEAL:

Attest:


Sherri Klekamp, City Clerk



STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the _____, of Union Electric Company, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this 7th day of February, 2023, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

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

My Term Expires: 12-07-24
Sherrilyn Klekamp
Notary Public



EXHIBIT A

OCTOBER 2022
City of Washington
Jefferson Street - Roadway and ADA Compliance Project

Description: Jefferson Street, Washington, Missouri, 63090
Tract 61, Book 182, Page 174
Permanent Easement

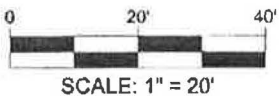
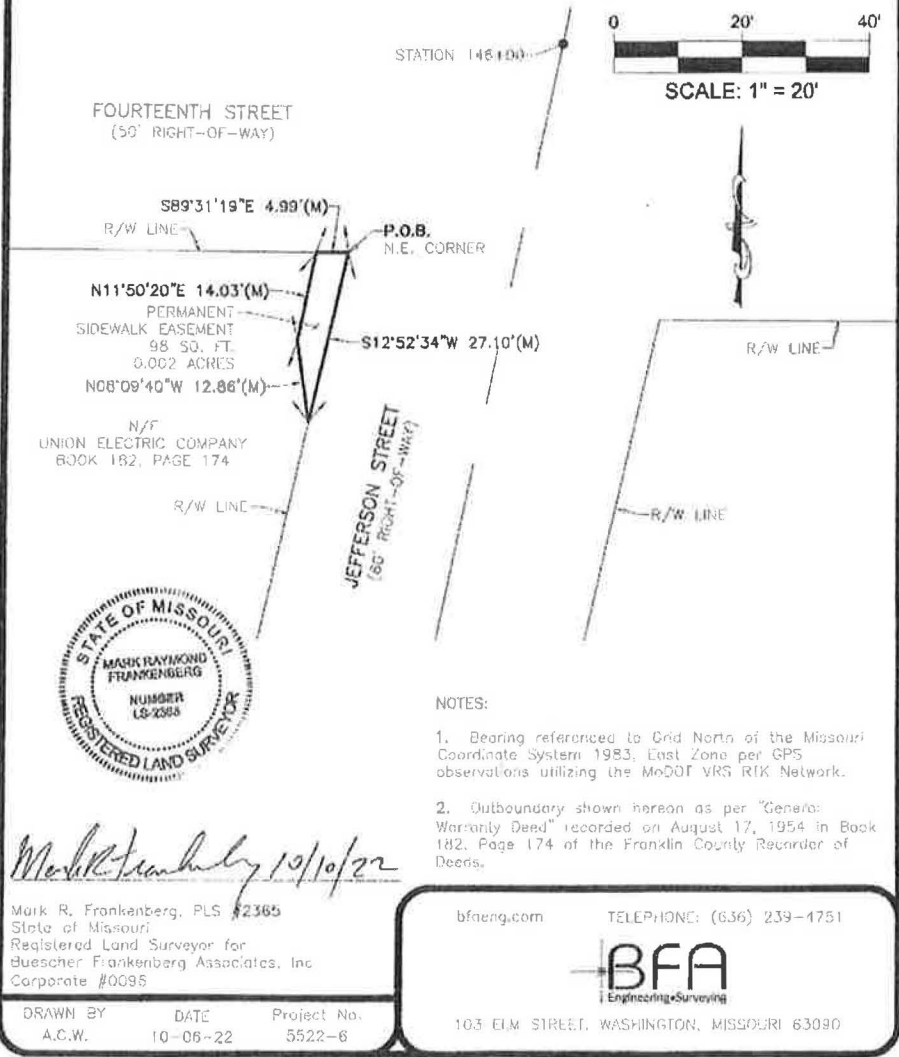
LEGAL DESCRIPTION:

A tract of land being part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 44 North, Range 1 West of the 5th P.M, City of Washington, Franklin County, Missouri. Described to wit:

Beginning at the Northeast Corner of a tract of land recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds Office, also being the intersection of the south right-of-way line of Fourteenth Street and the west right-of-way line of Jefferson Street, thence along said west right-of-way line S12°-52'-34"W 27.10 ft. to a point; thence leaving said west right-of-way line N08°-09'-40"W 12.86 ft. to a point; thence N11°-50'-20"E 14.03 ft. to a point on the south right-of-way line of Fourteenth Street; thence along said south right-of-way line S89°-31'-19"E 4.99 ft. to the point of beginning, containing 0.002 acres.

SIDEWALK EASEMENT EXHIBIT A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



- NOTES:
1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RIK Network.
 2. Outboundary shown hereon as per "General Warranty Deed" recorded on August 17, 1954 in Book 182, Page 174 of the Franklin County Recorder of Deeds.

Mark R. Frankenberg 10/10/22

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc.
Corporate #0095

bfaeng.com TELEPHONE: (636) 239-1751

BFA
Engineering & Surveying

103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	10-06-22	5522-6



December 11, 2023

To The City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

NAME	TERM BEGINS	TERM ENDS
Randy H. Helmig Police Officer	December 18, 2023	June 18, 2024 (<i>first 6 months</i>)
Tylor J. Bounds Police Officer	December 18, 2023	June 18, 2024 (<i>first 6 months</i>)

Respectfully submitted,



James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

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

DATE: December 11, 2023
TO: Mayor Doug Hagedorn
FROM: Chief Jim Armstrong
SUBJECT: Full Time Police Officers

Honorable Mayor,

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

NAME	TERM BEGINS	TERM ENDS
Randy H. Helmig	December 18, 2023	June 18, 2024 (first six months)
Taylor J. Bounds	December 18, 2023	June 18, 2024 (first six months)

Helmig applied for a position as a police officer with the Washington Police Department in early September of 2023. During that time, he completed the St. Louis County Municipal Police Academy. Helmig is a long time Franklin County resident. He has a valid Class A peace officer license through the Missouri Peace Officer Standards and Training.

Bounds applied for a position as a police officer with the Washington Police Department in early November 2023. He has experience as a law enforcement officer with the Mexico MO Department of Public Safety and the Warren County Prosecuting Attorney's Office. He has a valid Class A peace officer license through the Missouri Peace Officer Standards and Training.

Written testing, physical standards testing, extensive background investigations and interviews by command staff and city staff were held, all with excellent results. I am confident in presenting Helmig and Bounds for approval as police officers with the Washington Police Department.

Respectfully,

Chief James Armstrong

Chief Jim Armstrong



December 12, 2023

Honorable Mayor and City Council
City of Washington
Washington, Missouri

Re: File No. 23-1201-Annexation -Stone Bridge Development Phase II

Dear Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission, held on December 11, 2023 the Commission reviewed and approved the above request with a unanimous vote.

Sincerely,

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

Thomas R. Holdmeier
Planning & Zoning
Chairman

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: December 11, 2023

Re: File #23-1201 – Voluntary Annexation – Vic Hoerstkamp

Synopsis: The applicant is requesting to annex approximately 18.72 acres off Bieker Road. Exhibit attached

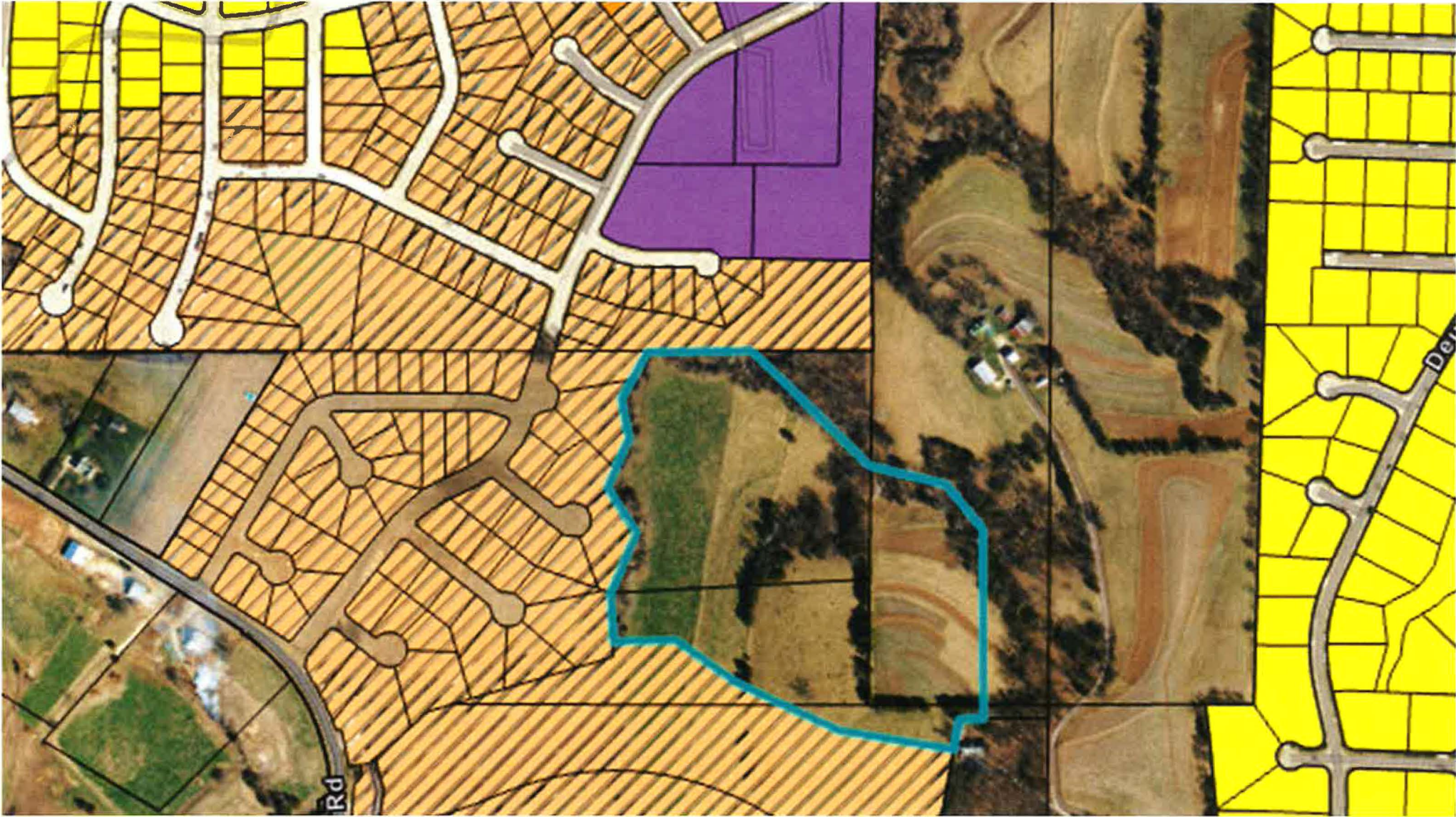
Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family Under Construction	R-1D
South	Single Family Under Construction	R-1D
East	Vacant Land	N/A
West	Single Family Under Construction	R-1D

Analysis:

The applicant has submitted an application to annex 18.72 acres as shown with an attached survey and legal description. The application requests that the newly annexed property be zoned R1-D Single Family Residential. The future land use map of this specific area proposes residential uses as it develops. The proposed zoning of R1-D matches the vision of the comprehensive plan and the density requirements of this district are compatible with the surrounding area. The property to the north, south, and west have been developed as single-family lots approximately 7,500 square feet in size under the R1-D zone district.

Recommendation:

Staff recommends approval of the proposed annexation as well as the proposed zoning designation of R1-D Single Family Residential.





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

VERIFIED PETITION FOR ANNEXATION

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

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Washington, Missouri.
3. The undersigned hereby petitions the City Council of the City of Washington, Missouri, for voluntary annexation of the real property described in Exhibit "A".
4. The undersigned hereby requests the City Council of the City of Washington, Missouri, zone the real property described in Exhibit "A" as R1D

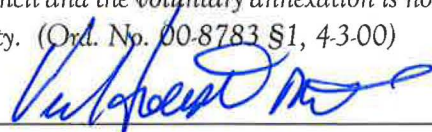
The following describes the fee involved with a voluntary annexation request, and the conditions of a refund, as called out in the City of Washington Codes:

SECTION 400.170: VOLUNTARY ANNEXATION PETITIONS FEES & PROCEDURES

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

B. If the request for voluntary annexation is not approved by the City Council, the cost deposit shall be refunded to the applicant. If the request for voluntary annexation is withdrawn by the applicant, the cost deposit shall be forfeited to the City. If the request for voluntary annexation is contingent on the occurrence of one (1) or more events and these events do not transpire due to action or inaction by others than the City Council and the voluntary annexation is not approved by the City Council, then the cost deposit shall be forfeited to the City. (Ord. No. 00-8783 §1, 4-3-00)

NORTHERN STAR HOMES, L.L.C. &
VMH L.L.C., C/O VIC HOERSTKAMP, MEMBER



Applicant Name (print)

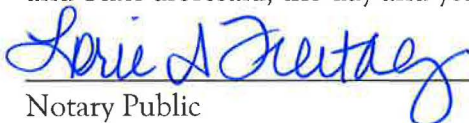
Applicant signature

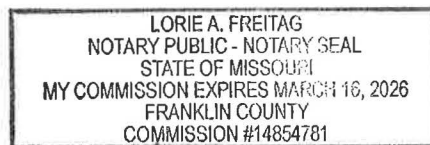
Address & Phone P.O BOX 1654, WASHINGTON, MO 63090 PHONE 636-390-2111 EXT. 23

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

On this 17th day of November, 2023 before me appeared Vic Hoerstkamp, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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


Notary Public



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ANNEXING 18.72 ACRES OFF
BIEKER ROAD INTO THE CITY OF WASHINGTON,
FRANKLIN COUNTY, MISSOURI

WHEREAS, on November 17, 2023, a verified petition signed by Vic Hoerstkamp requesting annexation of certain territory into the City of Washington, Missouri, was filed with the City Clerk; and

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

WHEREAS, the Washington Planning & Zoning Commission has recommended that the subject property described in Exhibit A, attached hereto, should be annexed into the City limits of the City of Washington, Missouri, and should be placed into the R-1D Single-Family Residential as requested by the applicant; and

WHEREAS, the City Council held a Public Hearing concerning the matter of annexation of the land described in Exhibit A, at City Hall in Washington, Missouri, on Monday, December 18, 2023 at 7:00 p.m. during a regular meeting of the City Council; and

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

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

WHEREAS, no written objection to the proposed annexation was filed with the City Council of the City of Washington, Missouri, within fourteen (14) days after said Public Hearing; and

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

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

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

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

SECTION 2: Pursuant to the provisions of Section 71.012 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri, and zoned R-1D Single-Family Residential District.

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

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

A tract of land part of the Northeast fractional Quarter of Section 35, Township 44 North, Range 1 West of the 5th P.M., being more fully described as follows:

Commencing at a stone at the Southeast corner of the Northeast Quarter of Section 35;

Thence N 89° 11' 12" W 331.05 feet to an iron rod;

Thence N 08° 33' 33" E 377.26 feet to the POINT OF BEGINNING;

Thence N 80° 12' 02" W 329.03 feet;

Thence N 65° 14' 57" W 336.56 feet;

Thence N 34° 27' 10" E 6.35 feet;

Thence N 55° 32' 50" W 200.00 feet;

Thence S 88° 13' 48" W 175.35 feet;

Thence N 01° 46' 12" W 140.72 feet;

Thence N 24° 15' 51" E 190.26 feet;

Thence N 33° 58' 26" W 153.99 feet;

Thence N 23° 16' 34" E 153.66 feet;

Thence N 10° 32' 09" W 110.58 feet;

Thence N 28° 15' 37" E 157.68 feet;

Thence S 89° 54' 43" E 260.70 feet;

Thence S 44° 31' 47" E 549.18 feet;

Thence S 81° 03' 31" E 226.15 feet;

Thence S 28° 59' 49" E 165.35 feet;

Thence S 00° 08' 32" W 476.90 feet;

Thence N 89° 51' 28" W 70.84 feet to an iron rod;

Thence S 08° 33' 33" W a distance of 93.07 feet to the POINT OF BEGINNING;

Containing 18.72 Acres more or less.

SUBJECT TO easements, conditions, and restrictions of record.



December 12, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 23-1203-Special Use Permit-335 Rand Street

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on December 11, 2023 the above mentioned Special Use Permit was approved with a unanimous vote in favor.

Sincerely,

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

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: December 11, 2023

Re: File #23-1203 –Sara and Marcus Melita Short Term Rental Dwelling

Synopsis: The applicant is requesting approval Special Use Permit for a Short-Term Rental Dwelling located at 335 Rand Street

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-20
South	Single Family	R-20
East	Single Family	R-20
West	Single Family	R-20

Analysis:

The applicant is requesting a special use permit to utilize 335 Rand Street for Short Term Rental Dwelling. The structure is currently a single-family home in an R-2 Single- and Two-Family Overlay District. The special use permit would allow the applicant to accept lodgers for periods of 30 days or less. Since the lot boundary is greater than 200 feet south from the nearest Short-Term Rental at 312 High Street, the dwelling is outside the 150 ft buffer. The lot is a corner lot and has plenty of on-street parking to accommodate lodgers without infringing on the parking for other residents.

The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging. The proposed use is insignificant to the surrounding area and should not detriment the neighborhood.

This home has been operating as a short-term rental and was discovered with the 3rd party software, Granicus. At the time, the business owners were not registered with the City but after making contact with the owners, they submitted the special use permit so that they can bring their business into compliance with the city code.

Recommendation:

Staff recommend approval of the Special Use Permit to operate a Short-Term Rental Dwelling at 335 Rand Street.



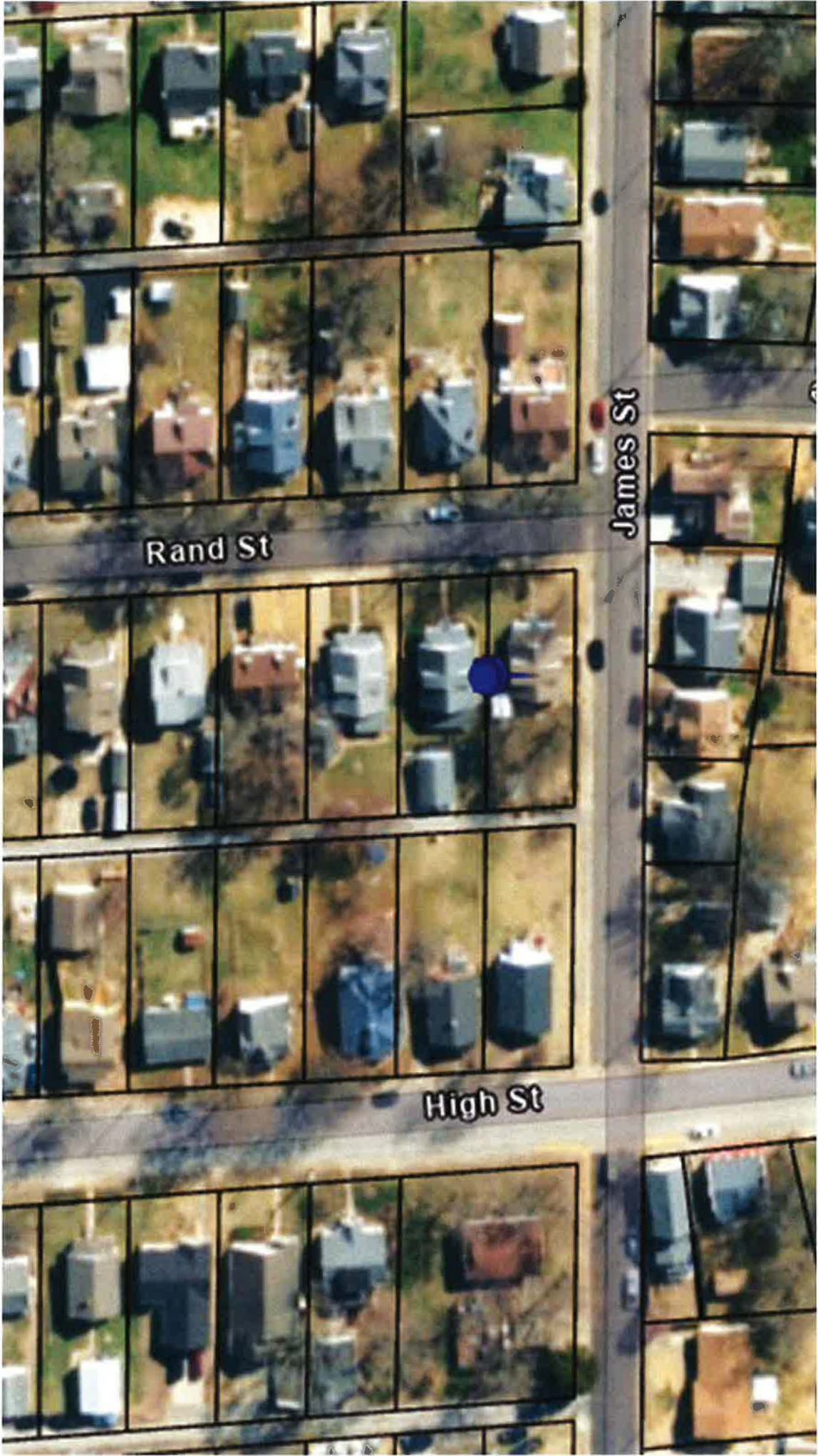
335 Rand Street

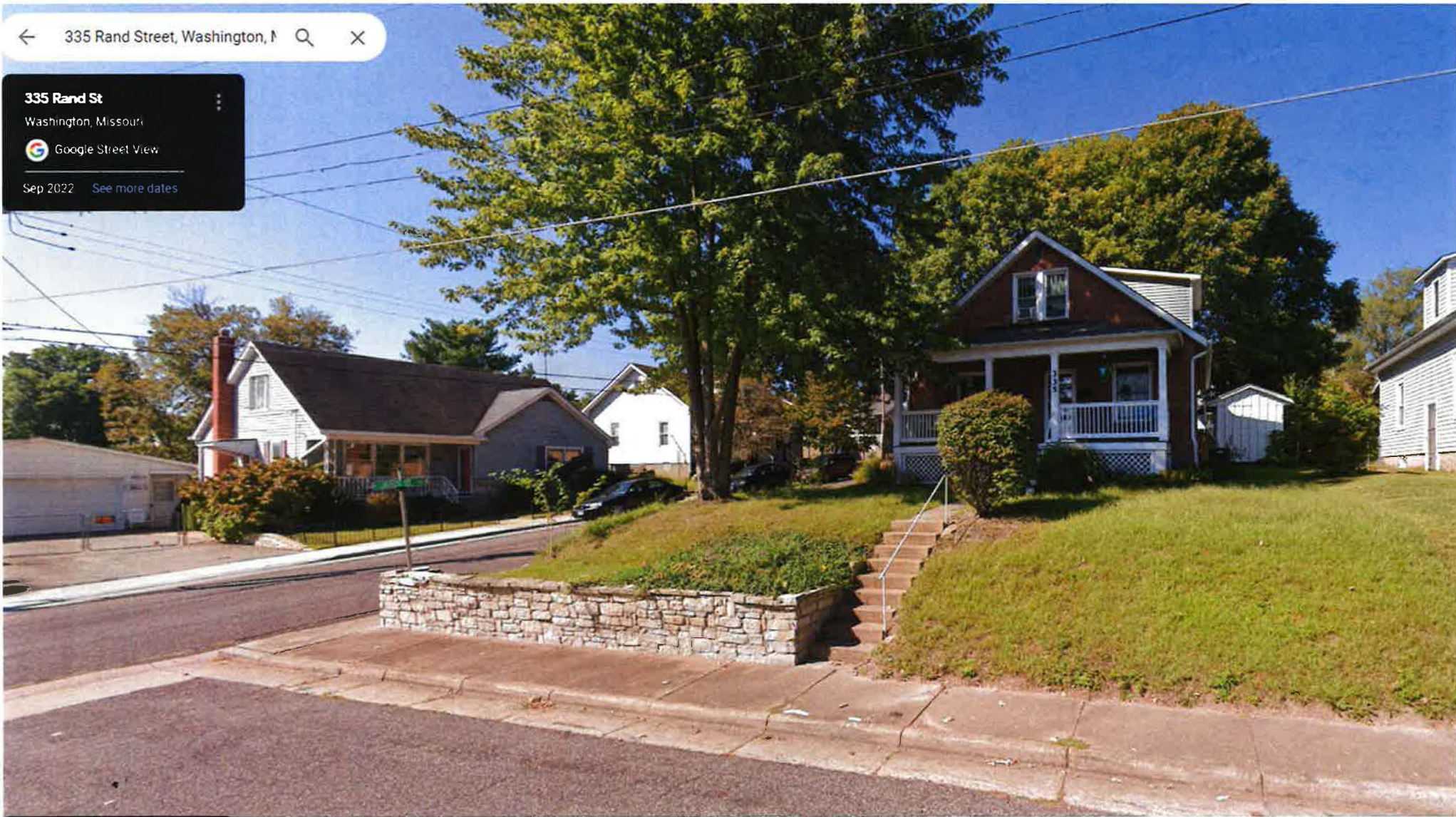
Special Use Permit
Short Term Rental

Zoning: R2-O

Distance to 150 foot buffer: 50 ft

Ample on-street parking







CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 Jefferson Street · Washington, MO 63090
636.390.1010 Phone · 636.239.4649 Fax

23-1203

SPECIAL USE PERMIT APPLICATION

All applications for Special Use Permits must be submitted to the Engineering Department at least 15 working days prior to the second Monday of each month in order to be placed on the agenda for the Planning & Zoning Commission Meeting.

Please Print:

Street Address: 335 Rand St.

Lot: 20 Subdivision: Mcleans PID# _____

Applicant Name: Sara Melita Phone: 636-485-6700

Address of Applicant: 1916 Elizabeth Ln. Pacific, MO 63069

Owner: Sara & Marcus Melita Phone: 636-485-6700

Owner's Address: 1916 Elizabeth Ln. Pacific, MO 63069

Current Zoning: residential Proposed Zoning: special use

It is proposed that the property be put to the following use: short term lodging

Lot Size: Frontage 6621 sq ft (feet) Depth _____ (feet) Number of Stories 1.5

Number of Units: 1 Number of Off-Street Parking Spaces: 1

Include with this Special Use Permit Application:

1. Application Fee of \$150.00 (make check payable to the 'City of Washington')
2. Completed Special Use Permit Application
3. Plot Plan
4. Legal Description of Property
5. Building Elevation Plan (for new construction only)

Sara Melita _____
Signature of Applicant Date 11/22/23

Sara Melita _____
Applicant Name Printed

3c

SPECIAL USE PERMIT EVALUATION CRITERIA

The following criteria are used in evaluating a Special Use Permit Application. It is recommended these criteria be addressed as to their applicability to the proposed Special Use Permit request:

1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.

Home will not be modified at all.

2. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

Same size house as other surrounding homes

3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.

No special events or parties are allowed

4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

No increased traffic volume

5. The added noise level created by activities associated with the proposed use.

None

6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.

None

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

No

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties, and in terms of presence in the neighborhood.

None

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.

Standard front & back yard with landscaping. Fenced back yard

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water run-off, and heat generation.

None

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
335 RAND STREET AS A VACATION RENTAL IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington, Missouri; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, December 18, 2023, notice of said hearing having been duly published in the *Washington Missourian*, and:

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

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

SECTION 1: That a Special Use Permit be issued for 335 Rand Street for a use as a Vacation Rental.

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



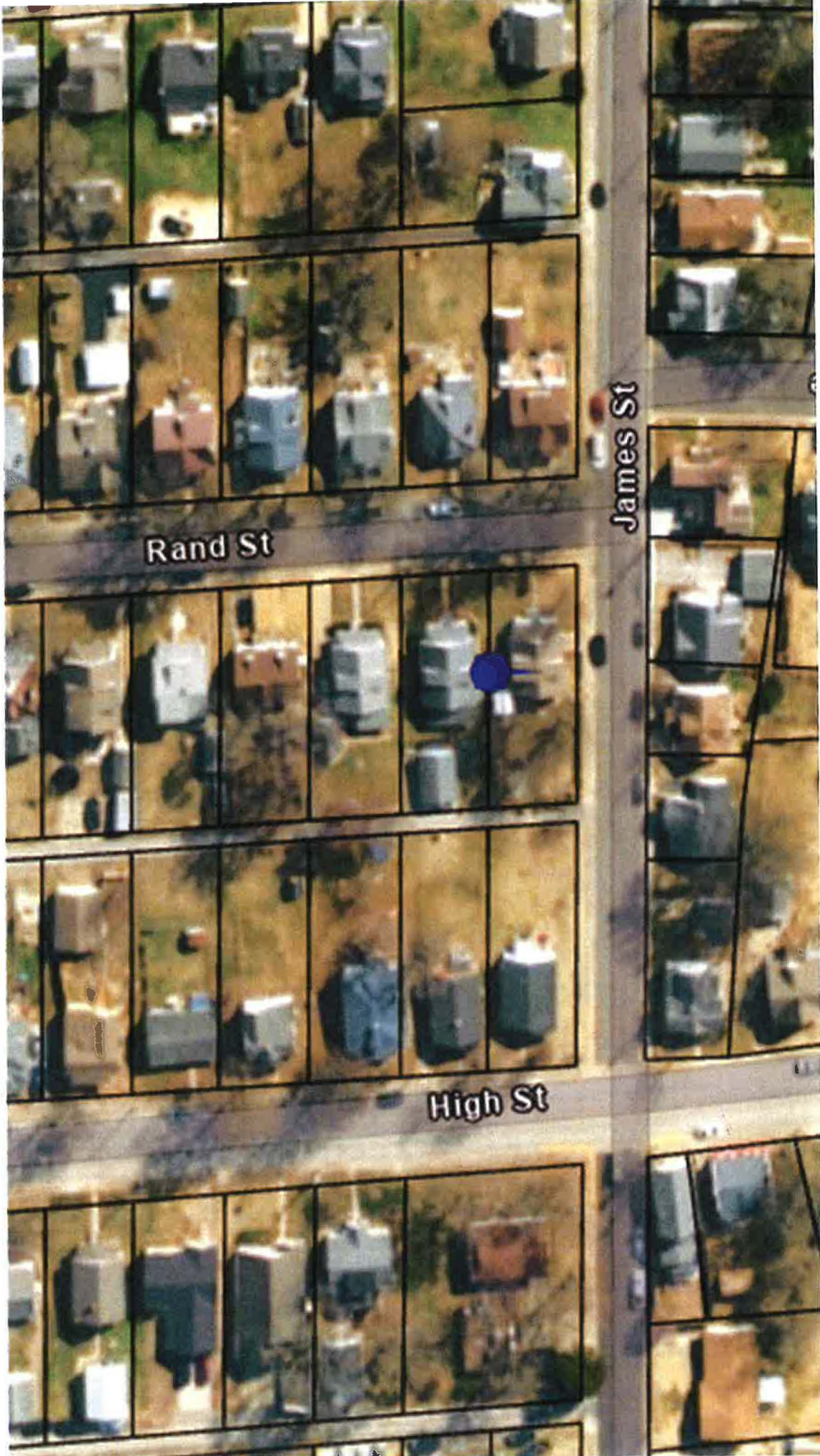
335 Rand Street

Special Use Permit
Short Term Rental

Zoning: R2-O

Distance to 150 foot buffer: 50 ft

Ample on-street parking



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION
OF A PREVENTATIVE MAINTENANCE AGREEMENT BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND EVAPAR
FOR ROUTINE MAINTENANCE ON ALL CITY GENERATORS

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
Preventative Maintenance Agreement by and between the City of Washington, Missouri
and EVAPAR for routine maintenance on all City generators. A copy of this agreement
is attached hereto and is marked 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: _____

Approved: _____

ATTEST: _____

President of City Council

Mayor of Washington, Missouri



December 4, 2023

City of Washington, MO
Attn: Justin Frankenberg
405 Jefferson St.
Washington, MO 63090

Mr. Frankenberg:

Thank you for the opportunity to provide pricing for the preventative maintenance of your emergency generators.

Enclosed you will find your proposal. If you choose us as your service provider, we will need this agreement signed and return a copy of the agreement to my attention.

We look forward to the opportunity to provide our services to you on all 16 of your generators. If you have any questions, please feel free to contact me.

Respectfully,

Ted Nichols

EVAPAR, Inc.
St. Louis Service Manager – Generator Div.
314.739.8700 (Office)
Ted.Nichols@Evapar.com

800-867-9900 WWW.EVAPAR.COM

EVANSVILLE, IN	LOUISVILLE, KY	INDIANAPOLIS, IN	FT. WAYNE	MEMPHIS, TN	ST. LOUIS, MO
812-867-9900	502-267-6315	317-783-5434	260-497-7406	662-420-7096	314-739-8700

PREVENTATIVE MAINTENANCE SCOPE OF WORK

This Preventative Maintenance Agreement is entered into by EVAPAR and the owner to perform preventative maintenance service on the equipment listed on this agreement. Work is to be scheduled and performed during regular business hours.

This scope of work to be performed includes labor, parts, travel time, and mileage for the equipment listed on this agreement. Any additional work, recommended or required, will be brought to the owner's attention. Upon approval, additional work will be performed for an agreed upon charge.

Engine

- Inspect air filter, clean/replace as needed
- Adjust, clean and/or replace all spark plugs
- Check the condition/tension of belts (adjust as needed)
- Check/clean ignition system, distributor, coils, and wires (if applicable)
- Check fuel lines for leaks/damage
- Check flexible fuel line connections
- Lubricate governor and linkage
- Inspect hoses/ clamps for any air intake restrictions

Oil System

- Change oil (annually)
- Change oil filters (annually)
- Oil Sample (optional)
- Inspect for leaks

Cooling System

- Check radiator coolant level
- Test/record anti-freeze temperature
- Test/record anti-freeze nitrates
- Check for leaks
- Check all hoses
- Check operation of engine block heater

Battery

- Inspect/clean terminal on cables
- Clean and grease battery post/cable
- Check battery fluid level
- Check/record battery volts/amps
- Check/record charger volts/amps
- Check/record alternator volts/amps
- Load test or perform specific gravity test

Starting System

- Check start solenoid terminals
- Check starter connections

Electrical

- Inspect control panel: check gauges, meters and indicator lights
- Visually inspect electrical connections
- Inspect main line circuit breaker
- Check generator output voltage
- Visually inspect generator and exciter windings

Fuel System

- Change fuel filter(s) annually
- Check for fuel leaks
- Clean/inspect fuel bowl or water separator (if applicable)
- Check injection pump lines
- Check nozzle supply, return lines and fittings
- Check day tank operation and record level
- Check fuel transfer pump
- Check fuel solenoid
- Check fuel pressure regulator
- Inspect fuel tank and rupture basin for leaks

Exhaust System

- Visually inspect for leaks/damage
- Visually inspect flexible exhaust
- Drain condensation trap

Operating Check

- Run and inspect for proper oil pressure, coolant/oil temperature, alternator charger rate, generator voltage and frequency
- Record all gauge and meter readings
- Check for leaks and excessive vibration
- Test all safety shutdown devices
- Check operation of louvers (if applicable)

Automatic Transfer Switch

- Inspect ATS & enclosure for corrosion, moisture
- Inspect controls and calibrate as needed
- Check and verify operation of exercise clock
- Record normal and emergency frequency and voltage at ATS connection
- Perform power failure or building load test (with approval); check/record amperage and voltage on each leg
- Check transfer switch contacts for voltage drop (normal and emergency)
- Return all switches into proper operating mode

Reports and Instruction

- Submit inspection/test report to owner with any recommendations of future work/parts required
- Instruct owner personnel in operating or upkeep procedure

PREVENTATIVE MAINTENANCE AGREEMENT

The below chart breaks out the cost per unit per year. This agreement will be by the following term dates – Coverage Dates 1/1/2024 – 12/31/2024.

Location	Make	Model	Serial	Rate
911 COMM. CTR	GENERAC	SG100	3013773066	\$700.00
City Hall	KOHLER	KG125	33MVGMLF0002	\$800.00
CRESTVIEW WATER	CUMMINS	C20D6	C190530968	\$595.00
FIRE DEPT - #3	ONAN	35.0GGFB	I980794389	\$595.00
FIRE DEPT - #4	ONAN	35.0GGFB	I980794388	\$595.00
FIRE DEPT - HQ	CUMMINS	C100	F230236691	\$700.00
FIRE TRAINING CTR	ONAN	70.0GGHF-1214449	J120406967	\$700.00
POLICE DEPT	CUMMINS	140.0GGKC	B060886954	\$800.00
PUBLIC WORKS – CLAY ST	ONAN	100.0DGDB	E060918304	\$725.00
PUBLIC WORKS – RABBIT TRL	BALDOR	TS25T	P0604240005	\$600.00
PUBLIC WORKS – WELL #10	CAT	D150P1	OLY00000KNAT01712	\$825.00
PUBLIC WORKS – WELL #11	CAT	D150P1	OLY00000KNAT01710	\$825.00
PUBLIC WORKS – WELL #19	ONAN	125D6C	C190527494	\$825.00
TRANSMITTER	GENERAC	0058831	7892403	\$475.00
WATER DEPT - PORTABLE	ONAN	200.0DGFC	I990978230	\$925.00
WWTP	CUMMINS	DQGAA-6554688	B080155434	\$2,995.00
			TOTAL:	\$13,680.00

PREVENTATIVE MAINTENANCE AGREEMENT

The below chart breaks out the cost per unit per year. This agreement will be by the following term dates – Coverage Dates 1/1/2025 to 12/31/2025.

Location	Make	Model	Serial	Rate
911 COMM. CTR	GENERAC	SG100	3013773066	\$700.00
City Hall	KOHLER	KG125	33MVGMLF0002	\$800.00
CRESTVIEW WATER	CUMMINS	C20D6	C190530968	\$595.00
FIRE DEPT - #3	ONAN	35.0GGFB	I980794389	\$595.00
FIRE DEPT - #4	ONAN	35.0GGFB	I980794388	\$595.00
FIRE DEPT - HQ	CUMMINS	C100	F230236691	\$700.00
FIRE TRAINING CTR	ONAN	70.0GGHF-1214449	J120406967	\$700.00
POLICE DEPT	CUMMINS	140.0GGKC	B060886954	\$800.00
PUBLIC WORKS – CLAY ST	ONAN	100.0DGDB	E060918304	\$725.00
PUBLIC WORKS – RABBIT TRL	BALDOR	TS25T	P0604240005	\$600.00
PUBLIC WORKS – WELL #10	CAT	D150P1	OLY00000KNAT01712	\$825.00
PUBLIC WORKS – WELL #11	CAT	D150P1	OLY00000KNAT01710	\$825.00
PUBLIC WORKS – WELL #19	ONAN	125D6C	C190527494	\$825.00
TRANSMITTER	GENERAC	0058831	7892403	\$475.00
WATER DEPT - PORTABLE	ONAN	200.0DGFC	I990978230	\$925.00
WWTP	CUMMINS	DQGAA-6554688	B080155434	\$2,995.00
			TOTAL:	\$13,680.00

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PREVENTATIVE MAINTENANCE AGREEMENT

The below chart breaks out the cost per unit per year. This agreement will be by the following term dates – Coverage Dates 1/1/2026 to 12/31/2026.

Location	Make	Model	Serial	Rate
911 COMM. CTR	GENERAC	SG100	3013773066	\$700.00
City Hall	KOHLER	KG125	33MVGMLF0002	\$800.00
CRESTVIEW WATER	CUMMINS	C20D6	C190530968	\$595.00
FIRE DEPT - #3	ONAN	35.0GGFB	I980794389	\$595.00
FIRE DEPT - #4	ONAN	35.0GGFB	I980794388	\$595.00
FIRE DEPT - HQ	CUMMINS	C100	F230236691	\$700.00
FIRE TRAINING CTR	ONAN	70.0GGHF-1214449	J120406967	\$700.00
POLICE DEPT	CUMMINS	140.0GGKC	B060886954	\$800.00
PUBLIC WORKS – CLAY ST	ONAN	100.0DGDB	E060918304	\$725.00
PUBLIC WORKS – RABBIT TRL	BALDOR	TS25T	P0604240005	\$600.00
PUBLIC WORKS – WELL #10	CAT	D150P1	OLY00000KNAT01712	\$825.00
PUBLIC WORKS – WELL #11	CAT	D150P1	OLY00000KNAT01710	\$825.00
PUBLIC WORKS – WELL #19	ONAN	125D6C	C190527494	\$825.00
TRANSMITTER	GENERAC	0058831	7892403	\$475.00
WATER DEPT - PORTABLE	ONAN	200.0DGFC	I990978230	\$925.00
WWTP	CUMMINS	DQGAA-6554688	B080155434	\$2,995.00
			TOTAL:	\$13,680.00

800-867-9900 WWW.EVAPAR.COM

EVANSVILLE, IN LOUISVILLE, KY INDIANAPOLIS, IN FT. WAYNE MEMPHIS, TN ST. LOUIS, MO
 812-867-9900 502-267-6315 317-783-5434 260-497-7406 662-420-7096 314-739-8700

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EVAPAR

THE POWER PEOPLE SINCE 1912

PREVENTATIVE MAINTENANCE AGREEMENT

This quote includes (1) Major PM service and (1) Minor PM service (2 visits per year). Any change in service request would require a new quote. The charge for this maintenance will be as listed below. This agreement will be by the following term dates – Coverage Dates 1/1/2024 to 12/31/2026.

Location	Make	Model	Serial	Rate
911 COMM. CTR	GENERAC	SG100	3013773066	See Below
City Hall	KOHLER	KG125	33MVGMLF0002	See Below
CRESTVIEW WATER	CUMMINS	C20D6	C190530968	See Below
FIRE DEPT - #3	ONAN	35.0GGFB	I980794389	See Below
FIRE DEPT - #4	ONAN	35.0GGFB	I980794388	See Below
FIRE DEPT - HQ	CUMMINS	C100	F230236691	See Below
FIRE TRAINING CTR	ONAN	70.0GGHF-1214449	J120406967	See Below
POLICE DEPT	CUMMINS	140.0GGKC	B060886954	See Below
PUBLIC WORKS – CLAY ST	ONAN	100.0DGDB	E060918304	See Below
PUBLIC WORKS – RABBIT TRL	BALDOR	TS25T	P0604240005	See Below
PUBLIC WORKS – WELL #10	CAT	D150P1	OLY00000KNAT01712	See Below
PUBLIC WORKS – WELL #11	CAT	D150P1	OLY00000KNAT01710	See Below
PUBLIC WORKS – WELL #19	ONAN	125D6C	C190527494	See Below
TRANSMITTER	GENERAC	0058831	7892403	See Below
WATER DEPT - PORTABLE	ONAN	200.0DGFC	I990978230	See Below
WWTP	CUMMINS	DQGAA-6554688	B080155434	See Below
1 st Year	Major/Minor	JUNE/ DEC	1/1/24 – 12/31/24	\$13,680.00
2 nd Year	Major/Minor	JUNE/ DEC	1/1/25 – 12/31/25	\$13,680.00
3 rd Year	Major/Minor	JUNE/ DEC	1/1/26 – 12/31/26	\$13,680.00
TOTAL:				\$41,040.00

This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. EVAPAR shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the consent of EVAPAR and will remain in force until canceled by either party through written notice to the other.

CUSTOMER

EVAPAR

Owner City of Washington, MO

Email _____

Address 405 Jefferson St.
Washington, MO 63090

Contact Person Justin Frankenberg

Phone 636-231-4101

Date _____

Signature Ted Nichols

Date 12/4/2023

Quote Expires (30) Days from this date

Account TBD

800-867-9900 WWW.EVAPAR.COM

EVANSVILLE, IN 812-867-9900 LOUISVILLE, KY 502-267-6315 INDIANAPOLIS, IN 317-783-5434 FT. WAYNE 260-497-7406 MEMPHIS, TN 662-420-7096 ST. LOUIS, MO 314-739-8700



December 7, 2023

Mayor Doug Hagedorn
City Council Members
405 Jefferson St.
Washington, MO 63090

Honorable Mayor and City Council Members,

Attached you will find an ordinance to enter into a service agreement with Evapar for continued routine maintenance of all our city generators. The agreement will be in effect for three years beginning in January 2024. The total cost for the three-year agreement is \$41,040.00. The cost will become part of the individual department's annual budget. Also included are two other quotes. One being from Cummins Inc, and the other being from Gateway Truck and Refrigeration. We chose to go with Evapar because of recent experiences. Their willingness and prompt attention to issues and major repairs of the communications generator were outstanding and the knowledge and cooperation of their service techs was above and beyond.

I will be available at the December 18th meeting for any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Frankenberg".

Justin Frankenberg, Emergency Management Director



Sales and Service

FENTON MO BRANCH
 2247 CASSENS DRIVE
 FENTON, MO 63026 2501
 Phone: 636-660-7696

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF WASHINGTON 405 JEFFERSON ST Washington, MO 63090	Contact: Justin Frankenberg Phone: 636 2314101 Fax: 636 3901068 Cust Id: 147867	Quote Date: 29-NOV-23 Quote Expires: 28-FEB-24 Quote Num: 211356 Quoted By: John D Prill Quote Term: 3 Year(s)

Site Information

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	CRESTVIEW WATER TOWER	CUMMINS	C20D6	C20D6	C190530968	20KW
2	WASHINGTON FIRE DEPT	CUMMINS	C100	C100	F230236691	100KW
3	WASHINGTON POLICE DEPT	ONAN	140.0GGKC	140.0GGKC	B060886954	STANDBY
4	PUBLIC WORKS	ONAN	100.0DGDB	100.0DGDB	E060918304	STANDBY
5	WASHINGTON COMM. DIV	ONAN	200.0DGFC	200.0DGFC	I990978230	STANDBY
6	CITY HALL	GENERAC	SG100	SG100	3013773066	100KW
7	WASHINGTON COMM. DIV	OTHER	D150P1	D150P1	NAT01712	150KW
8	PUBLIC WORKS	GENERAC	GEN SET	0058831	7892403	ST
9	PMA-WWTP	GENERAC	GEN SET	0058831	7892403	ST
10	WASHINGTON FIRE DEPT	KOHLER	KG125	KG125	33MVGMLF0002	125KW
10	WASHINGTON FIRE DEPT	CAT	D150P1	D150P1	OLY00000KNAT01	STANDBY
10	WASHINGTON FIRE DEPT	ONAN	C125D6C	C125D6C	C190527494	ST
10	WASHINGTON FIRE DEPT	ISUZU	GEN SET	TS25T	P0604240005	ST
10	WASHINGTON FIRE DEPT	CUMMINS	DQGAA	DQGAA	B080155434	1250KW
10	WASHINGTON FIRE DEPT	ONAN	GEN SET	35.0GGFB	I980794389	ST
10	WASHINGTON FIRE DEPT	ONAN	GEN SET	35.0GGFB	I980794388	ST
10	WASHINGTON FIRE DEPT	ONAN	GEN SET	70.0GGHF-1214449	J120406967	ST

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	CRESTVIEW WA	CUMMINS	C20D6	C20D6	C190530968	20KW
2	FIRE DEPT	CUMMINS	C100	C100	F230236691	100KW
3	POLICE DEPT.	ONAN	140.0GGKC	140.0GGKC	B060886954	STANDBY
4	PUBLIC WKS/CL.	ONAN	100.0DGDB	100.0DGDB	E060918304	STANDBY
4	WATER/PORTAB	ONAN	200.0DGFC	200.0DGFC	I990978230	STANDBY
5	GENERAC SG100	GENERAC	SG100	SG100	3013773066	100KW
5	PW WELL #10.	OTHER	D150P1	D150P1	NAT01712	150KW
5	TRANSMITTER	GENERAC	GEN SET	0058831	7892403	ST
6	NEW CITY HALL	KOHLER	KG125	KG125	33MVGMLF0002	125KW
7	PW WELL 11	CAT	D150P1	D150P1	OLY00000KNAT01	STANDBY
8	PUBLIC WORKS	ONAN	C125D6C	C125D6C	C190527494	ST
9	PW RABBIT TRA	ISUZU	GEN SET	TS25T	P0604240005	ST
9	WWTP-1250KW	CUMMINS	DQGAA	DQGAA	B080155434	1250KW
10	FIRE DEPT #3	ONAN	GEN SET	35.0GGFB	I980794389	ST
10	FIRE DEPT #4	ONAN	GEN SET	35.0GGFB	I980794388	ST
10	FIRE TRAINING	ONAN	GEN SET	70.0GGHF-1214449	J120406967	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	CRESTVIEW WATER	FULL SERVICE	3	407.41	1,222.23
		INSPECTION	3	225.33	675.99
2	FIRE DEPT	FULL SERVICE	3	939.44	2,818.32
		INSPECTION	3	493.88	1,481.64
3	POLICE DEPT.	FULL SERVICE	3	560.48	1,681.44
		INSPECTION	3	276.27	828.81



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address		Customer Contact		Quote Information		
CITY OF WASHINGTON 405 JEFFERSON ST Washington, MO 63090		Contact: Justin Frankenberg Phone: 636 2314101 Fax: 636 3901068 Cust Id: 147867		Quote Date: 29-NOV-23 Quote Expires: 28-FEB-24 Quote Num: 211356 Quoted By: John D Prill Quote Term: 3 Year(s)		
4	PUBLIC WKS/CLAY	FULL SERVICE	3	510.44	1,531.32	
		INSPECTION	3	276.27	828.81	
4	WATER/PORTABLE	FULL SERVICE	3	654.81	1,964.43	
		INSPECTION	3	269.56	808.68	
5	GENERAC SG100	FULL SERVICE	3	939.44	2,818.32	
		INSPECTION	3	493.88	1,481.64	
5	PW WELL #10.	FULL SERVICE	3	595.10	1,785.30	
		INSPECTION	3	276.27	828.81	
5	TRANSMITTER	FULL SERVICE	3	314.99	944.97	
		INSPECTION	3	225.33	675.99	
6	NEW CITY HALL	FULL SERVICE	3	708.01	2,124.03	
		INSPECTION	3	475.51	1,426.53	
7	PW WELL 11	FULL SERVICE	3	595.10	1,785.30	
		INSPECTION	3	276.27	828.81	
8	PUBLIC WORKS 19	FULL SERVICE	3	584.38	1,753.14	
		INSPECTION	3	276.27	828.81	
9	PW RABBIT TRAIL	FULL SERVICE	3	494.96	1,484.88	
		INSPECTION	3	276.27	828.81	
9	WWTP-1250KW	FULL SERVICE	3	2,193.75	6,581.25	
		INSPECTION	3	407.66	1,222.98	
10	FIRE DEPT #3	FULL SERVICE	3	398.85	1,196.55	
		INSPECTION	3	225.33	675.99	
10	FIRE DEPT #4	FULL SERVICE	3	398.85	1,196.55	
		INSPECTION	3	225.33	675.99	
10	FIRE TRAINING	FULL SERVICE	3	429.74	1,289.22	
		INSPECTION	3	276.27	828.81	

*****Generator Planned Equipment Maintenance Quote*****

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

FULL SERVICE IN FEBRUARY OF 2024.

INSPECTION IN AUGUST OF 2024.

FULL SERVICE IN FEBRUARY OF 2025.

INSPECTION IN AUGUST OF 2025.

Ta



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF WASHINGTON 405 JEFFERSON ST Washington, MO 63090	Contact: Justin Frankenberg Phone: 636 2314101 Fax: 636 3901068 Cust Id: 147867	Quote Date: 29-NOV-23 Quote Expires: 28-FEB-24 Quote Num: 211356 Quoted By: John D Prill Quote Term: 3 Year(s)

**FULL SERVICE IN FEBRUARY OF 2026.
INSPECTION IN AUGUST OF 2026.**

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Dan Prill, Cummins Inside Sales at john.prill@cummins.com, Phone: 651-286-2223 or fax 651-286-2031

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt IN to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:
P.O. Box 772639
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

Craig Kramer-Territory Manager
Phone 314-695-3670, Email Craig.Kramer@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

7a



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF WASHINGTON 405 JEFFERSON ST Washington, MO 63090	Contact: Justin Frankenberg Phone: 636 2314101 Fax: 636 3901068 Cust Id: 147867	Quote Date: 29-NOV-23 Quote Expires: 28-FEB-24 Quote Num: 211356 Quoted By: John D Prill Quote Term: 3 Year(s)
	Standard Agreement Amount	\$47,104.35
	Proposal Total	\$47,104.35

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval _____

Signature: _____

Date: _____

CUMMINS INC _____

Signature: _____

Date: _____

7a



Bid: City of Washington, MO
Scope of Work: Annual Service and Semi-Annual Inspection (16 total units)
Length of Contract: 2024, with option for 2025 and 2026
Bidder: Lanny Ribes, Gateway Truck and Refrigeration
 lribes@gtr.inc

	2024	Semi-annual
	Annual PM	inspection
1. Fire Dept. House #4 ONAN 35.0GGFB Serial #I980794389	\$299.00	\$249.00
2. Fire Dept. House #3 ONAN 35.0GGFB Serial #I980794388	\$299.00	\$249.00
3. Fire Dept. HQ Cummins C100 Serial #F230236691	\$299.00	\$249.00
4. PW Well 11 CAT D150P1 Serial #OLY00000KNAT01710	\$469.00	\$249.00
5. Fire Training Center ONAN 70.0GGHF-1214449 Serial #J120406967	\$299.00	\$249.00
6. Police Dept. Cummins 140.0GGKC Serial #B060886954	\$559.00	\$249.00
7. Public Works Clay St ONAN 100.0DGDB Serial #E060918304	\$369.00	\$249.00
8. Public Works 19 ONAN 125D6C Serial #C190527494	\$679.00	\$249.00
10. Crestview Water Cummins C20D6 Serial #C190530968	\$559.00	\$249.00
11. WWTP Cummins 1250KW Serial #B080155434	\$2,899.00	\$249.00
12. Public Works Rabbit Trail ISUZU TS25T Serial #P0604240005	\$369.00	\$249.00
13. Public Works Well #10 Model #D150P1 Serial #NAT01712	\$439.00	\$249.00
14. Transmitter Generac 0058831 Serial #7892403	\$179.00	\$179.00
15. Water/Portable ONAN 200.0DGFC Serial #I990978230	\$559.00	\$249.00
16. City Hall KOHLER KG125 Serial #33MVGMLF0002	\$299.00	\$249.00
17. Communications Generac SG100 Serial #3013773066	\$529.00	\$249.00

*allow for 5% increase YOY on annual services to cover cost increases

2024	\$9,104.00	\$3,914.00
2025	\$9,559.20	\$3,914.00
2026	\$10,037.16	\$3,914.00

TOTAL BID 2024	\$13,018.00
TOTAL BID 2025	\$13,473.20
TOTAL BID 2026	\$13,951.16

Total 3 yr Quote: \$40,442.36

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND EAGAN BUILDING GROUP, LLC FOR CONSTRUCTION IMPROVEMENTS FOR THE PUBLIC WORKS OFFICE REMODEL AND AMEND THE 2024 BUDGET

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

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

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

SECTION 3: Employment of Unauthorized Aliens Prohibited.

(a) Contractor agrees to comply with Missouri Revised Statute section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

(b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

SECTION 4: Construction Safety Program Requirements.

(a) Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.

(b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.

(c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a).

(d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing City as a result of any violation of this section.

SECTION 5: This ordinance shall amend the 2023/2024 budget as follows: Capital Improvement Sales Tax – Increase of \$65,000 for Public Works Office Remodel Project (260-11-000-540200 - Buildings).

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

SECTION 7: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

AGREEMENT

Between

THE CITY OF WASHINGTON, MO

and

EAGAN BUILDING GROUP, LLC.

for

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

AGREEMENT

Between

THE CITY OF WASHINGTON, MO

and

EAGAN BUILDING GROUP, LLC

for

OWNER'S REPRESENTATION for CONSTRUCTION MANAGEMENT SERVICES as
OWNERS REPRESENTATIVE

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

AND

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

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

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

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

1.1 OWNERS REPRESENTATIVE SERVICES

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

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

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

ARTICLE 2 SCOPE OF OWNER REPRESENTATIVE'S BASIC SERVICES

2.1 DEFINITION

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

2.2 PRE-CONSTRUCTION PHASE

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

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

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

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

2.2.5 The Owner Representative shall prepare and periodically update a Project Schedule for the Architect's review, if any, and the Owner's acceptance. The Owner Representative shall obtain the Architect's approval for the portion of the preliminary project schedule relating to the performance of the Architect's services. In the Project Schedule, the Owner Representative shall coordinate and integrate the Owner Representative services, the Architect's services and the

Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead-time items.

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

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

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

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

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

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

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

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

2.2.15 [Reserved].

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

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

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

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

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

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

2.3 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONTRACTOR AGREEMENT

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

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

2.3.3 The Owner Representative shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractor with those of the Owner Representative, the Owner and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contractor Agreement. The Owner Representatives Project Manager shall make at a minimum,

biweekly on-site visits to the Project for the purpose of conducting evaluations of the progress of construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3.15 With respect to the Contractor's Work, the Owner Representative shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contractor Agreement. The Owner Representative shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contractor Agreement. The Owner Representative shall not have control over or charge of acts or omissions of the Contractor, or its agents or employees, or any other persons performing portions of the Work not directly employed by the Owner's Representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

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

3.2 CONTINGENT ADDITIONAL SERVICES

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

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

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

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

3.3 OPTIONAL ADDITIONAL SERVICES

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

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

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

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

3.3.5 Providing services for tenant improvements.

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

INTENTIONALLY OMITTED

ARTICLE 6 COMPENSATION

6.1 AMOUNT AND METHOD OF COMPENSATION

6.1.1 Owner agrees to pay Owner Representatives compensation for performance of all services as related to Exhibit "A" required under the terms of this Agreement a total maximum amount not to exceed Twenty-five Thousand and 00/100 Dollars (\$25,000.00). It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Owner Representative shall perform all services set forth for total compensation in the amount of or less than that stated above. The total hourly rates payable by Owner for each of Owner Representatives employee categories are as set forth on **Exhibit "A"**.

6.2 REIMBURSABLES

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

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

ARTICLE 7 TERMINATION

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

ARTICLE 8 EXAMINATION OF RECORDS

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

ARTICLE 9 ASSIGNMENT

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

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION OF OWNER

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

10.2 INSURANCE

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

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

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

10.2.2 Automobile, General Liability and Property Damage Insurance with limits no less than \$1,000,000 for bodily injury or death to any one person and property damage, and \$3,000,000 per occurrence for automobile and general liability. Coverage shall cover all liability arising from premises, products, completed operations, independent contractor and personal injury and

property liability assumed under an insured contract. A Combined Single Limit in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

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

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

ARTICLE 11 MISCELLANEOUS

11.1 ALL PRIOR AGREEMENTS SUPERSEDED

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

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

11.2 NOTICES

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

FOR CITY OF WASHINGTON:

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

FOR CONSULTANT:

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

11.4 INTERPRETATION

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

11.5 CHOICE OF LAW; VENUE

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

11.6 SEVERABILITY

Any provision or part of this Agreement held by a court of competent jurisdiction to be void or unenforceable shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner Representative and Owner, who hereby agree that the Agreement shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part.

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

Executed by City this _____ day of _____, 2023.

Executed by Consultant this _____ day of _____, 2023.

EAGAN BUILDING GROUP, LLC

CITY OF WASHINGTON, MO

By _____ By _____

Print Name Tim Eagan _____ Print Name James D. Hagedorn

Title President _____ Title City of Washington, Mayor

EXHIBIT A

COMPENSATION/HOURLY RATES **OWNERS REPRESENTATION SERVICES**

This agreement establishes an agreement amount as a Not to Exceed (NTE) of **\$25,000.00**

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

Hourly Rates

Primary Personnel

\$135.00 per hour.

Notes:

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



Exhibit B (22 pages)

PUBLIC NOTICE FOR REQUEST-FOR-QUALIFICATIONS

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

Owner's Representative

For

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

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

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

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

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

CITY OF WASHINGTON

January 2023

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES as

OWNERS REPRESENTATIVE WASHINGTON, MO MUNICIPAL FACILITY IMPROVEMENTS

INTENT

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

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

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

BACKGROUND

The City of Washington is anticipating various construction improvements including City Hall, City Auditorium and a new fire station in Washington MO. In April of 2018,

Washington voters approved the renewal of the 1/2 cent capital improvement sales tax which consisted of a budget of

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

Projects include the following:

New Fire station	\$4,000,000
City Hall Improvements	\$ 150,000
City Auditorium roof insulation	---
Renovation of Old Pool Building	---
Fairground restroom and Arena lighting	---
Parks Maintenance Shed Building	---
Public Works office remodel	---
	70,00

SERVICES SOUGHT

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

A. DESIGN AND PRE-CONSTRUCTION SERVICES

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

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

B. CONSTRUCTION SERVICES

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

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

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

15. Implement and enforce all labor policies in conformance with federal, state and local requirements.

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

CONTENT OF PROPOSAL

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

name, owner, location, total design cost, total construction cost, initial design
schedule and initial

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

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

3. **Do Not** include an actual cost proposal within the statement of qualifications submittal.

EVALUATION CRITERIA

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

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

SELECTION PROCESS

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

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

The timeline for the selection process is:

a. Request for Qualifications sent out on December 12th, 2022.

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

Any questions shall be submitted only to:

Director of Parks & Recreation
Attn: Wayne Dunker
405 Jefferson Street
Washington, MO 63090
wdunker@washmo.gov

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



December 18, 2023

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

RE: Owner's Representative Contract – Public Works Front Office Remodel

Honorable Mayor and City Council,

In December 2022, City staff solicited a Request For Qualifications for an Owner's Representative for various construction improvements including City Hall, City Auditorium, Public Works, the Old Pool House and a new Fire Station. A committee reviewed the qualifications and recommended breaking up the construction projects into the new Fire Station and the remaining renovations. Committee members included the following: Mayor Doug Hagedorn, Councilman Mike Coulter, Councilman Jeff Patke, Fire Chief Tim Frankenberg, Darren Lamb, Chad Owens and Wayne Dunker.

The contract attached is for Eagan Design and Build to be the Owner's Representation for Construction Management Services as Owner's Representative for the Public Works front office remodel project.

The next project in line is the remodel of the Public Works buildings front office area. The Street Department budgeted \$80,000 for the project out of the general revenue. It is estimated with inflation the project will cost \$120,000 plus design and construction management of \$25,000 for a total of \$145,000. The project would be funded as follows:

\$80,000	General Revenue
\$65,000	Capital Improvement Sales Tax

It should be noted that interior remodeling of the Public Works building has not been completed since the building was built in 1992.

A budget amendment would be required to utilize the Capital Improvement Sales Tax funds. As always, if you have any questions or would like additional information, please feel free to contact me prior to the Council meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks & Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE QUOTE FROM EASTECH FLOW CONTROLS INC. FOR THE PURCHASE OF TWELVE (12) ITRACKER CELLULAR UNITS

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Quote from Eastech Flow Controls, Inc. for Twelve (12) iTracker Cellular Unit in the amount totaling Thirty Five Thousand Eight Hundred Twenty Dollars and Zero Cents (\$35,820.00.) A copy of said quote is attached hereto and marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Eastech Flow Controls, Inc.
6737 E 12th St
Tulsa, OK 74112 US
9186641212

Quotation 6545



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Kevin Quaethem City of Washington 4 Chamber Drive Washington, MO 63090 USA	Kevin Quaethem City of Washington 4 Chamber Drive Washington, MO 63090 USA	12/06/2023	\$35,820.00	03/06/2024

PRODUCT SERVICE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED AMOUNT
iTracker (Cellular)	iTracker Cellular Unit	12	2,985.00	35,820.00
Eastech Cloud	Eastech Cloud (One Year)	1	0.00	0.00
Cellular Service	Cellular Service (One Year)	1	0.00	0.00
Success Program (Onsite)	Onsite training for hardware, connectivity, and software familiarization and training sessions.	1	0.00	0.00

TOTAL \$35,820.00

THANK YOU.

Accepted By

Accepted Date



December 13, 2023

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

RE: Contract Request – iTracker – Eastech Flow Controls, Inc

Honorable Mayor and City Council:

The Wastewater Department is asking for permission to enter into a contract with Eastech Flow Controls, Inc for 12 of iTracker Cellular units. The contract is for materials, equipment, training and programming is in the amount of \$35,820.00.

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

Respectfully submitted,

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

Kevin Quaethem
Public Works Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A PARKING LICENSE AGREEMENT BY
AND BETWEEN THE CITY OF WASHINGTON, MISSOURI
AND WASTE MANAGEMENT OF MISSOURI, INC.

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit I

PARKING LICENSE AGREEMENT

This Parking License Agreement (“Agreement”) is made and entered into as of _____, 2023 by and between the City of Washington, Missouri (the “City”) hereby grants to Waste Management of Missouri, Inc., a Delaware corporation (the “Licensee”) a license to use up to twenty (20) parking spaces (“License Area”) each being approximately 12’ x 36’ in size and located on the City’s parking lot located at the City of Washington Struckhoff Sanitary Landfill at 925 Struckhoff Lane, Washington, Missouri, as depicted on attached map. The parking spaces shall be on an unallocated basis in common with the City, other licensees of the City, and the agents and invitees of the City. Licensee shall comply with any reasonable rules and regulations that the City may make from time to time with respect to the parking facilities.

Licensee shall have the option to utilize additional storage for up to twenty (20) additional roll off containers, compactor and dumpster units and roll off trucks (“Units”). If Licensee exercises the option, then the additional future storage area indicated on the attached map shall be utilized when Licensee provides the City with 60 days’ written notice.

The term of this Agreement shall be twenty-four (24) months commencing the 1st day of January, 2024 and ending the 31st day of December, 2025.

All fees must be paid in advance. Parking fee for the license area shall be **\$1,000.00** per month for the first 20 units and is due **BEFORE** the first of each month. If Licensee desires use of the additional space as described above, the fee shall be based upon the amount of additional space and using the calculation of Fifty and 00/100 Dollars (\$50.00) per Unit. Non-receipt of payment not cured within ten (10) days of written notice from the City will result in a loss of license to park.

This Agreement permits the parking of fully operable Units only. Access to the License Area is during landfill business hours only, Monday through Friday 7:00 a.m. through 4:00 p.m. and Saturday 7:00 a.m. through 12:00 p.m., excluding holidays. Vehicle or container repair cannot be done on the property unless written permission from the City is provided. For the purposes of maintenance, the City may restrict parking and require Units to be moved on at least 14 days’ written notice to Licensee. Waste shall not be left in the Units. The Licensee is liable for the cost of any repairs or cleanup costs plus costs of collection resulting from physical damage or littering in the License Area caused by the Licensee. Units leaking fluids shall be excluded from the License Area.

The City and Licensee may modify this Agreement in writing and signed by both parties. The City or Licensee may cancel this Agreement for any reason upon at least thirty (30) days prior written notice to the other party.

All notices or other communications required or permitted under the terms of this Agreement shall be made in writing and shall be deemed given: (i) when sent by commercial overnight carrier or courier freight prepaid, the next business day after delivery to such courier; or, (ii) three (3) days after deposit of same in the Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the party to be notified at the following addresses:

If to Licensee: Waste Management of Missouri, Inc.
 c/o Corporate Real Estate Department
 720 East Butterfield Road, 4th Floor
 Lombard, Illinois 60148
 Attention: Director of Real Estate

If to City: City of Washington, Missouri
 405 Jefferson Street
 Washington, Missouri 63090
 Attention: City Administrator

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

The City will not be liable for any damage to property or injury to persons caused by any third party, acts of God, or other causes except the gross negligence of the City's employees or agents.

Licensee shall, at its own sole cost and expense, throughout the term, procure and maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the License Area, such insurance to afford immediate protection to the limit of not less than Three Million Dollars (\$3,000,000.00) combined single limit and Three Million Dollars (\$3,000,000.00) aggregate.

All insurance shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility and qualified to do business in the State of Missouri, which have been approved by the City. All policies of insurance provided for shall name the City and Licensee as the insureds or additional insureds, as their respective interests may appear.

The Licensee, as a further consideration for the aforesaid grant of permission, agrees to indemnify and save the City harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorneys' fees and expenses that the City may sustain, incur, or become liable for on account of the grant of this license to Licensee, including without limitation loss or destruction of or damage to any property whatsoever, and death of or

injury to any persons growing out of the use of the License Area, or the failure of the Licensee or its officers, directors, employees, agents, invitees, contractors, subcontractors, or members to comply fully with the Licensee's obligations hereunder.

If either party shall violate continuously or otherwise any of the terms of this agreement which are binding upon it, the other party shall not thereby be deemed to either have waived or relinquished any term of this agreement or to have acquiesced in any such violation thereof, unless the other party shall express their consent thereto in writing. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Franklin County, Missouri.

The Licensee shall comply with all applicable federal, state, and local laws in the performance of this agreement.

LICENSEE:

Waste Management of Missouri, Inc.

James A. Wilson, Vice President

Date

CITY:

The City of Washington, Missouri

By: _____

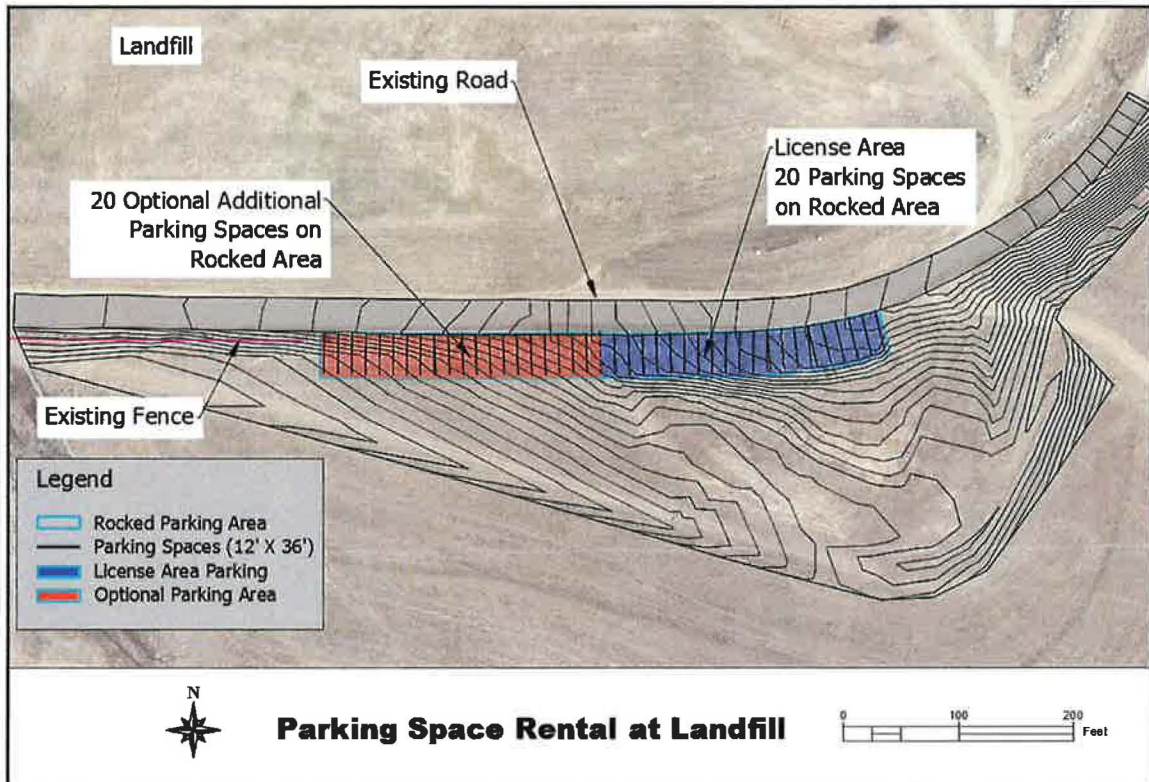
Name: _____

Title: _____

Date

Exhibit A
Depiction of license area

Blue is existing area which can accommodate 20 parked containers. Red is the optional expansion for up to 20 additional container storage/parking spaces.





December 13, 2023

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

RE: Landfill Parking License Agreement

Dear Mayor and City Council Members:

The attached agreement is a proposal to renew the 12 month rental agreement and increase it to a 24 month rental agreement for Waste Management for storage of their roll off containers, compactor and dumpster units and roll off trucks ("Units") at the Struckhoff Sanitary Landfill. Waste Management requested the increase to a two-year agreement and staff concurs.

This agreement will continue to rent 20 spaces to Waste Management for their landfill containers on the 9.72 acres the City purchased south of the landfill. The storage agreement is for a maximum up to and including 20 units. I researched local outdoor parking space rental fees and determined the rates should be increased. We recommend that we increase the per unit monthly rental fee from \$35.00/unit to \$50.00/unit. Waste Management has agreed and will pay for 20 units at \$50.00/unit parking space which is \$1,000.00/month, an increase of \$300.00/month. This is a set price whether they have 0 or 20 units on site. They also have the option to increase their rental spaces in any increment up to an additional 20 units (40 max.).

Please reference the attached ordinance and parking license agreement for your review and approval.

Respectfully submitted,

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

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

Enclosures: Ordinance with Parking License Agreement

7d

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IV, NO
PARKING AT ANY TIME, 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: Schedule IV, No Parking At Any Time, of the Washington City Code,
is hereby amended as follows:

Schedule IV, No Parking at Any Time

Location	Add	Delete
Third Street, at the following location: North side, from east line of Hancock Street westward 75 feet	✓	

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



December 12, 2023

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

RE: Amend Ordinance for No Parking at Any Time on E Third Street

Dear Mayor and City Council Members:

Please find enclosed an ordinance proposing to amend a portion of the Traffic Code, specifically *Schedule IV, No Parking at Any Time*. The Traffic Committee reviewed this request and recommends that a no parking zone on E Third Street east of Hancock Street 75 feet, be adopted to address pedestrian concerns at new crosswalk from the Mercy parking lot. This will improve visibility, allowing more time for vehicles to yield to pedestrians in the crosswalk. The Traffic Committee recommends that the no parking amendment in the attached ordinance be adopted. Thank you for your consideration.

Respectfully submitted,

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

Charles Stankovic, P.E.
City Engineer

North side, from east line of Hancock Street eastward 75 feet

North side, from the east line of Highway 47 eastward 155 feet

North side, from the west line of Highway 47 westward 90 feet

South side, from the east line of Highway 47 eastward to the east line of Madison Avenue

South side, from the east side of the public safety building driveway eastward 20 feet, and from the west side of the public safety building driveway westward 45 feet

North side, from west line of Madison Avenue westward 75 feet

South side, from the west line of Fulton Street, westward 20 feet

South side, from the west line of Highway 47 westward a distance of 530 feet

Third Street, East, at the following locations:

North side, from the east line of Locust Street eastward a distance of 50 feet

Third Street, West, at the following locations:

South side, beginning at a point 310 feet east of the east line of Stafford Street to a point 357 feet east of the east line of Stafford Street

Twelfth Street, at the following locations:

North side, beginning at the east line of the A.B. Chance driveway and running 40 feet eastward therefrom

North side, from its west intersection of the Hazel driveway west a distance of 80 feet

South side, from the east line of Stafford Street eastward a distance of 30 feet

South side, from a point 200 feet east from the intersection of Twelfth Street and Stafford Street going east for a distance of 136 feet

Vossbrink Drive, at the following locations:

East side from the north line of Highway 100 northward to the south line of Maurice Unnerstall Drive

W-W Industrial Park Drive, north side

Walter Way, at the following locations:

South side, from east line of High Street to the cul-de-sac turning circle

Within the cul-de-sac turning circle

Washington Avenue, at the following locations:

East and west sides, beginning at the north line of Fifth Street, thence 30 feet northward

West side, between Third and Fifth Streets

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
CLOVER VALLEY PROPERTIES, LLC

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT

I

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") made and entered into this 11th day of December, 2023, by and between the City of Washington, Missouri, a political subdivision and municipal corporation of the State of Missouri ("**City**") and Clover Valley Properties, LLC, or assigns, a Missouri Limited Liability Company ("**Developer**").

RECITALS:

- A. The City desires to have an access between Rabbit Trail Drive and Earth Crest Drive in Stone Crest Subdivision ("**Fox Crest Drive**") which requires the construction of a reinforced box culvert or bridge ("**Bridge**").
- B. The Developer is the owner of certain real property as described on Exhibit A attached hereto and incorporated herein by reference¹ ("**Developer Property**").
- C. Fox Crest Drive will cross the Developer Property.
- D. The City desires to extend its wastewater collection system (the "**System Extension**") across the Developer Property.
- E. The City is willing to bear the expense to construct the System Extension as required to provide wastewater collection and to construct Fox Crest Drive and Bridge to provide access to the Developer Property.
- F. The Developer is willing to dedicate the right-of-way for Fox Crest Drive and an easement for the System Extension.
- G. The City owns certain real property as described on Exhibit B.
- H. The Developer owns certain real property (Lot 231A) as described on Exhibit C (Plat 18).
- I. The City and Developer desire to exchange the property described on Exhibit B for the property described on Exhibit C.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the foregoing Recitals, the premises, the mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing Recitals are true and accurate and are hereby incorporated into the body of this Agreement by this reference.

¹ All Exhibits are attached hereto and incorporated by reference herein.

2. Plans by City. The City shall provide the following plans and specifications:
 - a. Final Design Plans for Fox Crest Drive to be provided by a third-party consultant hired by the City on or before March 31, 2024, and shall include all necessary clearing and grubbing, excavation and grading, storm inlets and piping, sanitary sewer and manholes, and street lighting, as well as curbing, sidewalk on one side of Fox Crest Drive, pavement, and base rock to comply with current City Codes. All street construction details in regard to side street connections to Fox Crest Drive shall terminate at 30' from the centerline of Fox Crest Drive, final design plans for which shall be provided on or before March 1, 2024.
 - b. The Developer and City agree that the right-of-way for Fox Crest Drive shall be a minimum width of fifty feet (50') with a thirty-five feet (35') back of curb to back of curb street. Access will be limited to City approval of all access points, which access will not be unreasonably denied, and generally to accommodate development of the adjoining property as depicted on Exhibit D. No driveways shall have direct access to Fox Crest Drive.
 - c. Final Design Plans for the System Extension generally to accommodate development of the adjoining property as depicted on Exhibit D.
3. Construction by Developer. The Developer shall construct the following improvements:
 - a. Fox Crest Drive from Earth Crest Drive to Point A as shown on Exhibit D. Developer shall complete construction of this portion of Fox Crest Drive no later than July 1, 2024.
 - b. Fox Crest Drive from Point A to fifty feet (50') east of the Bridge (Point B) as shown on Exhibit D. Developer shall complete construction of this portion of Fox Crest Drive not later than thirty-six (36) months after the City includes the funding in its budget for 2025.
 - c. The System Extension in the location generally shown on Exhibit D.
4. Costs to be Paid by City. The City shall pay the costs described in Section 2. 3.b, 3.c, and one-half of 3.a above, as well as all surveying and stakeout cost for Fox Crest Drive and the System Extension, will waive inspection fees for all work performed on Fox Crest Drive and the System Extension, and will pay all costs of third-party material testing for all work performed on Fox Crest Drive and the System Extension. City shall provide tax-exempt certificates for the material purchased by Developer for Fox Crest Drive and the System Extension. The estimated costs described in paragraphs 2.3b, 3c and one-half (1/2) of 3a above are itemized on Exhibit E.

Monthly progress invoices will be prepared and submitted to the City for payment based on construction progress. No retainage will be withheld. Upon final payment of the project, the City and Developer will measure the final quantities of work and adjust the final contract quantities with additions or deletions to determine the final contract sum based on the unit prices and lump sum prices. Adjustments to unit costs, unknown costs, and additional line items not identified shall be agreed upon by both parties prior to construction and/or payment. Adjustments will require an amendment to this Agreement.

5. Costs to be Paid by Developer. The Developer shall pay one half of the costs of 3.a above.

6. Developer Right-of-Way Dedication. Upon completion of the construction of Fox Crest Drive and the System Extension, and final survey location by third party, the Developer shall dedicate to the City the right-of-way for Fox Crest Drive to the Bridge, and an easement for the System Extension. The easement shall intersect with Vernaci Drive and extend to the bridge.

7. Land Exchange. The City shall convey to Developer, or its designee, the real property described on Exhibit B by special warranty deed, in recordable form, subject only to (i) the lien for current taxes not in default; (ii) all easements, rights of way, restrictions, and zoning, and (iii) all matters that would be disclosed by an inspection or survey of the property. Concurrently with the conveyance of the property from the City to Developer, the Developer shall convey to the City the real property described on Exhibit C by special warranty deed, in recordable form, subject only to (i) the lien for current taxes not in default; (ii) all easements, rights of way, restrictions, and zoning, and (iii) all matters that would be disclosed by an inspection or survey of the property.

The closing of the land exchange shall be held on or prior to January 4, 2024, at Hansen Abstract (Washington office), 206 Elm St., Washington, MO 63090 (“**Title Company**”), or as soon thereafter as acceptable to the City and Developer. The City and Developer shall pay the closing fees of the Title Company customarily charged to sellers and buyers respectively.

At the closing the City shall pay the Developer the sum of One Hundred Sixty-Six Thousand, Three Hundred Forty-four and 00/100 Dollars (\$166,344.00).

8. Construction Contracts; Insurance. The Developer may enter into one or more construction contracts to complete the work. All construction contracts shall provide that the City shall have no liability with respect to such contract. Before commencement of construction of Fox

Crest Drive, and the System Extension, the Developer shall obtain or shall require that each of its contractors hired to construct the work obtains workers' compensation and comprehensive public liability coverage in amounts provided herein and shall deliver evidence of such insurance to the City:

- (1) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$3,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be use
- (2) The policies of insurance required shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder and shall name the City as an additional insured under the policy of comprehensive general liability insurance maintained by the Developer under this Agreement.

9. Prevailing Wage. To the extent that Wage and Hour Statutes apply by law to any of the work, the City and the Developer agree to cooperate and take all actions necessary to apply for wage and hour determinations and otherwise comply with such laws.

10. Bonds. The Developer shall furnish performance and payment bonds, each in an amount at least equal to the cost of construction of Section 3 above, as security for the faithful performance and payment of all of the Developer's obligations under this Agreement. These bonds shall remain in effect until one year after the date when final payment becomes due. All bonds shall be in the form acceptable to the City's attorneys and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All

bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the Developer is declared bankrupt or becomes insolvent or its right to do business is terminated in Missouri or it ceases to meet the requirements of Section 10, the Developer shall promptly notify the city and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Section 10.

11. Inspection. The City may conduct such periodic inspections of the work as the City deems necessary.

12. Authority. The parties hereto covenant and warrant to each other that each has full right, power, and authority to execute this Agreement and have the power to grant all rights and perform all duties and obligations hereunder.

13. Assignment. The City and Developer shall not assign their rights and obligations under this Agreement to any other party without the written consent of the parties, which consent shall not be unreasonably withheld, except Developer shall be permitted to assign the construction work to a related party or entity.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, assigns, and all owners of the Property.

15. Miscellaneous.

a. Cooperation. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent hereof and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent.

b. Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any material term or condition of this Agreement by any party or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from any of the other parties, proceed to immediately cure or remedy such default or breach, and shall, in any event within thirty (30) days after receipt of such notice, commence to cure or remedy such

default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party or parties may institute such proceedings as may be necessary or desirable in its or their opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

c. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by all parties hereto.

d. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Missouri.

e. Severability. If any provision of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement which shall continue in full force and effect. Entire Agreement. This Agreement represents the entire agreement of the parties related to the subject matter set forth herein. This Agreement may not be amended, changed, modified, altered, or terminated without the prior written consent of both of the parties hereto.

f. Counterparts/Electronic Signature/Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. This Agreement and any documents relating to it may be executed and transmitted to any other party by electronic mail or facsimile, and an electronic or facsimile signature on this Agreement shall be effective as an original signature.

g. Severability. If any portion of this Agreement shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

h. Notices. All notices, requests and demands shall be in writing and shall be delivered personally, made by overnight delivery, made by facsimile with delivery confirmation, or made by certified mail, return receipt requested, as follows:

If to the City:
Darren Lamb

If to the Developer:
Clover Valley Properties, LLC

City Administrator
City of Washington
405 Jefferson Street
Washington, Missouri 63090

c/o Kurt Unnerstall
4923 Southpoint Rd.
Washington, Missouri 63090

With a copy to:

Mark C. Piontek
Sandberg Phocnix & Von Gontard P.C.
1200 Jefferson Street
Washington, Missouri 63090

Steven Kuenzcl, Jr.
Eckelkamp Kuenzel, LLP
200 W. Main Street, Suite #2
Washington, Missouri 63090

i. *Force Majeure*. If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of materials shortages, earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

16. Like Kind Exchange. City acknowledges that Developer may elect to effect the sale of the Property as an exchange pursuant to Section 1031 of the Internal Revenue Code, and City agrees to cooperate in executing any documents necessary for Developer to accomplish the same, provided City shall not be obligated to take title to any property or incur any expense or further obligation in connection with such exchange. Developer shall defend, indemnify, and hold harmless City and its agents, from and against any and all claims, demands, penalties, fines, liabilities, damages, costs, or expenses of whatever kind or nature, arising out of or in any way related to Developer's exchange pursuant to Section 1031 of the Internal Revenue Code hereunder.

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

CITY OF WASHINGTON, MISSOURI

DEVELOPER

**CLOVER VALLEY PROPERTIES,
LLC**

By: _____
James D. Hagedorn, Mayor


By: 
Name: Kurt J. Unnerstall
Title: Manager

EXHIBIT A

TRACT I

A tract of land being part of U. S. Survey No. 1912, Township 44 North, Range 1 West of the 5th P.M., Franklin County, Missouri, to wit: Commencing at a point at the Northeast corner of a tract of land conveyed to Kleekamp as recorded in Book 1060, Page 940 of the Franklin County Recorder of Deeds Office; thence along the north line of said Kleekamp tract N89°-25'-45"W 282.48 feet to the point of beginning of the tract described herein, thence continuing along said north line N89°-25'-45"W 710.61 feet to the thread of an existing creek; thence leaving said north line along the thread of said creek the following courses: N14°-47'-37"W 104.03 feet; N32°-19'-51"E 58.78 feet; N13°-28'-33"E 138.36 feet; N01°-46'-48"W 148.75 feet; N06°-07'-19"E 82.80 feet; N06°-35'-56"E 347.49 feet; N03°-37'-56"W 103.25 feet; N11°-13'-24"W 49.27 feet; N80°-23'-54"W 22.47 feet; N19°-49'-52"E 87.56 feet; N01°-39'-58"E 105.44 feet; N16°-59'-59"E 71.80 feet; thence leaving said thread of creek S73°-00'-01"E 25.00 feet; thence 25.00 feet parallel to said thread of creek the following courses: S16°-59'-59"W 68.43 feet; S01°-39'-58"W 106.07 feet; S19°-49'-52"W 61.64 feet; S80°-23'-54"E 9.79 feet; S11°-13'-24"E 68.16 feet; S03°-37'-56"E 107.14 feet; S06°-35'-56"W 314.75 feet to a point; thence S89°-25'-45"E 528.24 feet to a point; thence S11°-32'-16"E 560.83 feet to the point of beginning, containing 8.42 acres, more or less. Subject to any and all easements, restrictions, conditions, etc. of record.

TRACT II

A tract of land being part of U. S. Survey No. 1912, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, and being more particularly described as follows: Commencing from the Southwest corner of the Resubdivision of Lot 1 of MPC Washington Station Site as recorded in Book P Page 1615; thence North 03 degrees 57 minutes 57 seconds East 339.51 feet; thence North 01 degrees 18 minutes 43 seconds East 484.68 feet; thence South 80 degrees 59 minutes 38 seconds West 98.87 feet; thence North 39 degrees 08 minutes 30 seconds West 588.55 feet; thence South 78 degrees 27 minutes 44 seconds West 711.65 feet to the point of beginning of the tract of land described herein; thence South 05 degrees 01 minutes 20 seconds West 646.92 feet; thence North 89 degrees 25 minutes 45 seconds West 282.48 feet; thence North 11 degrees 32 minutes 16 seconds West 560.83 feet; thence North 78 degrees 27 minutes 44 seconds East 460.58 feet to the point of beginning.

Excluding therefrom all of that real property described on Stone Crest Subdivision Plat 18 as per plat recorded as Document #2306542 in the Office of the Recorder of Deeds of Franklin County, Missouri.

EXHIBIT B

Lot 8B of Phoenix Center II Plat X as per plat recorded as Document # 2021054 in the Office of the Recorder of Deeds of Franklin County, Missouri

PHOENIX CENTER II - PLAT X
A RESUBDIVISION OF 'PHOENIX CENTER II, PLAT V, LOT 8'
BEING PART OF U.S. SURVEY 1912, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



CITY CLERK'S CERTIFICATE

I, Mayor, certify that the City of Washington, Missouri, has approved the plat of 'Phoenix Center II - Plat X', as approved by the Council of the City of Washington, Missouri.

Witness my hand and the seal of the City of Washington, Missouri, this _____ day of _____, 2021.

Mayor, City of Washington

COLLECTOR OF REVENUE'S CERTIFICATE

I, Collector of Revenue, certify that the City of Washington, Missouri, has approved the plat of 'Phoenix Center II - Plat X', as approved by the Council of the City of Washington, Missouri.

EXHIBIT D

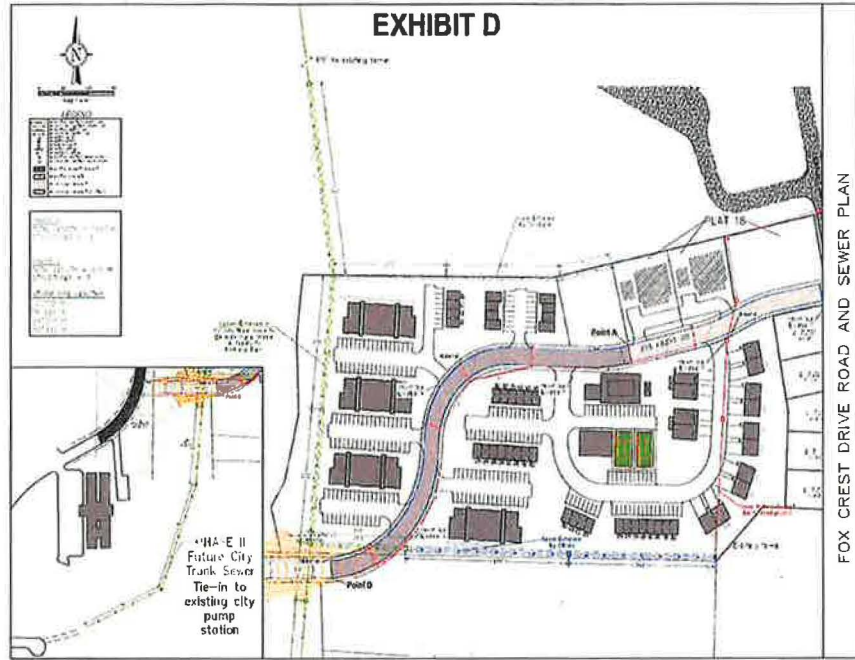


EXHIBIT E

Exhibit E-Fox Crest Street Estimate (Length-1,400')					12/11/2023
Item	Description	Quantity	Unit	Cost	Total
1	Surveying and As-bults	1	LS	\$ 6,500.00	\$ 6,500.00
2	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
3	Clearing ,grubbing, stripping	4.5	Acre	\$ 6,850.00	\$ 30,825.00
4	Import Material and Compact	7500	CY	\$ 4.25	\$ 31,875.00
5	Double Curb Inlet	2	Each	\$ 6,850.00	\$ 13,700.00
6	Single Curb Inlet	9	Each	\$ 3,800.00	\$ 34,200.00
7	Storm Manhole	3	Each	\$ 3,500.00	\$ 10,500.00
8	Area Inlet	1	Each	\$ 2,600.00	\$ 2,600.00
9	15" Storm Pipe	152	LF	\$ 58.00	\$ 8,816.00
10	18" Storm Pipe	531	LF	\$ 60.00	\$ 31,860.00
11	24" Storm Pipe	501	LF	\$ 68.00	\$ 34,068.00
12	30" Storm Pipe	136	LF	\$ 90.00	\$ 12,240.00
13	30" Flared End Section	1	Each	\$ 2,200.00	\$ 2,200.00
14	1" minus Full depth granular	250	tn	\$ 26.00	\$ 6,500.00
15	Type 2 Rip Rap Blanket	26	SY	\$ 60.00	\$ 1,560.00
16	BMP-Silt control /check dams	1	LS	\$ 6,800.00	\$ 6,800.00
17	Street lghts	4	Each	\$ 500.00	\$ 2,000.00
18	Street electric conduit	1400	LF	\$ 6.85	\$ 9,590.00
19	Paving Fabric	5445	SY	\$ 2.00	\$ 10,890.00
20	4" Aggregate Base Rock	6200	SY	\$ 6.00	\$ 37,200.00
21	6.5" Concrete Pavement	5445	SY	\$ 59.00	\$ 321,255.00
22	6" Concrete Curb	2800	lf	\$ 12.00	\$ 33,600.00
23	5' wide sidewalk	7000	SF	\$ 8.75	\$ 61,250.00
24	Street signs	1	LS	\$ 1,800.00	\$ 1,800.00
25	Finish grading	3.5	Acre	\$ 4,000.00	\$ 14,000.00
26	Seed and Straw	3.5	Acre	\$ 4,500.00	\$ 15,750.00
Total Road Project					\$ 771,579.00
27	Sanitary 15" sewer (SDR 35)	1456	LF	\$ 77.00	\$ 112,112.00
28	48" Sanitary Manhole w/F/C	7	Each	\$ 4,100.00	\$ 28,700.00
Total Sanitary Sewer Cost					\$ 140,812.00
29	Rock Excavation Contingency	50	CY	\$ 250.00	\$ 12,500.00
30	Project Bond Cost	1	LS	\$ 11,000.00	\$ 11,000.00
Project Development Cost					\$ 935,891.00
KJU Credit for Initial street escrow (1/2)					\$ (66,344.00)
Final Development agreement cost					\$ 869,547.00
Alternate to add Water line Interconnection					
a	8" Water SDR 21	1400	lf	\$ 60.00	\$ 84,000.00
b	6" Water SDR 21	150	lf	\$ 50.00	\$ 7,500.00
c	Fire Hydrant Assembly	3	ea	\$ 6,500.00	\$ 19,500.00
					\$ 111,000.00



December 14, 2023

Honorable Mayor and City Council
Washington, MO 63090

Re: Development Agreement with Clover Valley Properties LLC

Dear Mayor and City Council,

Included for your approval is a development agreement between the City of Washington and the above mentioned. Included within the agreement is the following:

- Clover Valley will transfer Lot 231A of Stone Crest Subdivision Plat 18 (future Fire Station Lot as identified in the Capital Improvement Sales Tax) to the City
- Clover Valley will dedicate 50' wide right of way (Fox Crest Drive) for the connection of Rabbit Trail Drive to Earth Crest Drive to the City
- Clover Valley will construct both the street and sewer extension
- Clover Valley will dedicate an approximately 1,450' x 20' wide sewer easement to the City
- City will transfer Lot 8B of Phoenix Center II Plat X to Clover Valley
- City will pay Clover Valley \$166,344.00

City staff have been working with the developer over the course of the past 2 years to bring this development agreement to the City Council for approval. The east west connection was identified on the 2013 Comprehensive Plan and should provide additional access to the Phoenix Center Commercial Center.

Sincerely,

Darren Lamb
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT TO COST-SHARE FACILITIES EXTENSION TO THE RICHARD OLDENBURG INDUSTRIAL PARK BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON MISSOURI REDEVELOPMENT CORPORATION

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 to Cost-Share Facilities Extension to the Richard Oldenburg Industrial Park by and between the City of Washington, Missouri and Washington Missouri Redevelopment Corporation, 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 TO COST-SHARE FACILITIES EXTENSION TO THE RICHARD
OLDENBURG INDUSTRIAL PARK**

This **Agreement to Cost-Share Facilities Extension to the Richard Oldenburg Industrial Park** (this “**Agreement**”) is made and entered into this ____ day of December 2023 by and between the City of Washington, Missouri (the “**City**”) and the Washington, Missouri Redevelopment Corporation (“**Corporation**”).

1. Corporation Location. The Corporation desires to have a natural gas main installed to The Richard Oldenburg Industrial Park, Washington, MO 63090 (the “**Premises**”) and has entered into Facilities Extension Agreement (the “**Extension Agreement**”) with Spire Missouri, Inc. (the “**Utility**”) for that purpose. The natural gas main is needed to enable further development of the **Premises** which will result in job growth in the City, will help encourage economic growth, and will benefit the overall economic welfare of the **City** and help maintain a high quality of life for the City’s residents and inhabitants.

2. Facilities Construction. The **Utility** has agreed to construct, or cause to be constructed, a natural gas main pipeline and related facilities necessary to serve the **Premises**, as generally described on **Exhibit A** attached hereto (the “**Facilities**”). The **Corporation** has agreed to grant to **Utility**, as far as the **Corporation** has the right to do so, all necessary rights-of-way for **Utility’s** pipeline and other equipment, with full right of ingress and egress to and from the **Premises**, and the further right to do thereon any other acts necessary or convenient for providing natural gas service to the **Premises**. The **Facilities** will be the absolute property of **Utility**, free and clear of any liens or claims of the **Corporation** or its contractors, agents, or representatives.

3. City and Corporation Contribution. To support the installation of the **Facilities**, the **Corporation** will pay \$2,412,874 to the **Utility**, as a contribution in aid of construction (the “**Contribution**”) with a \$1,000,000 installment due immediately upon execution of the **Extension Agreement** by the **Corporation** and the **Utility**, and thereafter three annual installments of \$470,958 due December 31, 2025, December 31, 2026, and December 31, 2027. The **City** will pay the **Corporation** \$500,000 to support the installation of the **Facilities** due immediately upon execution of this **Agreement**.

4. Use of Natural Gas. The **City** and the **Corporation** will encourage all customers within **Premises** to utilize natural gas for space heating, water heating, and any additional processing and/or manufacturing requirements as needed.

5. Notices. Any notice required by this Agreement must be written and will be deemed received on (a) the third business day after deposit in the United States mail, with postage prepaid, by certified mail or (b) one business day after deposit with a nationally recognized overnight courier for overnight delivery and with all charges therefor prepaid, in each case addressed as follows:

If to City:
City of Washington, Missouri

with a mandatory copy to:
Mark C. Piontek.

Attn: City Administrator
Gontard, P.C.
405 Jefferson Street
Washington, MO 63090

Sandberg Phoenix & von
1200 Jefferson Street
Washington, MO 63090

If to Corporation:
Washington Missouri Redevelopment Corporation
Attn: Robert A. Zick
438 W Front St.
P.O. Box 2114
Washington, MO 63090

6. Authorizing Law. This *Agreement* is made pursuant to the provisions of Section 70.220 RSMo.

7. Waiver; Severability. No waiver of any provision of this *Agreement* will be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by a party on any occasion is effective only in that instance and will not be construed as a bar to, or waiver of, any right on any other occasion. If any provision in this *Agreement* is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this *Agreement* will not in any way be affected.

8. Attorney Fees. In the event either party brings suit to enforce its rights hereunder, the prevailing party will be entitled to recover the costs of such suit, including reasonable attorney fees.

9. General Terms. The recitals and any Exhibits to this *Agreement* are by this reference incorporated into this *Agreement*. This *Agreement* embodies the full and complete agreement of the parties. There are no promises, understandings or agreements between the parties except as specifically set forth herein. Any statements, representations, agreements or promises not specifically set forth herein will be void, unenforceable and of no force or effect. This *Agreement* may be modified only by an instrument in writing executed by both parties. This *Agreement* cannot be assigned by either party without the other party's written consent. This *Agreement* will bind each party and, as applicable, its successors, heirs, and assigns.

10. Counterparts. This *Agreement* may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Electronic copies of any signed original agreement will be deemed the same as delivery of an original. Upon request, any party will confirm electronic copies of any signed original document by signing and delivering a duplicate original document.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement as of the Effective Date.

City of Washington, Missouri

By: _____

James D. Hagedorn
Mayor

**Washington Missouri Redevelopment
Corporation**

By: _____

Name: Robert M. Tobben

Title: President



December 13, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Facilities Extension Agreement

Mayor & City Council,

On your agenda for the December 18th meeting is an agreement between the City and the 353 Redevelopment Corporation to fulfill the terms of the natural gas expansion to the Oldenburg Industrial Park. This agreement allows the transfer of \$500,000 of ARPA funds to the Redevelopment Corporation so they in turn can fulfill their agreement with Spire. Construction is scheduled to start in January 2024 after the completion of both agreements.

Feel free to reach out with any questions.

Sincerely,

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

Sal Maniaci
Community and Economic Development Director



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF STATE PARKS
CERTIFIED LOCAL GOVERNMENT (CLG) ANNUAL REPORT (PAGE 1 OF 7)

Have you or an immediate family member ever served in the U.S. Armed Forces? YES NO
 Thank you for your service! If YES, would you like information about military-related services in Missouri? YES NO

RESET

FEDERAL FISCAL YEAR: **OCT. 1, 2022 — SEPT. 30, 2023**

BASIC INFORMATION

1. CLG IDENTIFICATION

NAME OF CITY/COUNTY City of Washington / Franklin County		DATE CERTIFIED BY NPS 9/8/86	
NAME OF HISTORIC PRESERVATION COMMISSION Washington Historic Preservation Commission			
REPORT PREPARED BY (name) Jamie Walters-Seamon		PREPARER TITLE Commission Secretary / Building Dept Permit Technician	

2. CLG CONTACT INFORMATION (Official correspondence is directed to this individual. Their name and contact info is provided to the National Park Service.)

NAME Sal Maniaci		TITLE Economic Developer	
ADDRESS 405 Jefferson St		CITY Washington	STATE MO
TELEPHONE NUMBER WITH AREA CODE (636) 390-1000		FAX NUMBER WITH AREA CODE	EMAIL smaniaci@washmo.gov

3. LIST ALL STAFF MEMBERS WITH DUTIES ASSIGNED TO LOCAL PRESERVATION PROGRAM OR HPC. INDICATE WHETHER STAFF MEETS THE SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATION STANDARDS (https://www.nps.gov/history/local-law/arch_stnds_9.htm).

NAME Sal Maniaci	TITLE Economic Developer	SOI QUALIFIED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW
NAME Jamie Walters-Seamon	TITLE Building Permit Technician	SOI QUALIFIED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW
NAME	TITLE	SOI QUALIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW

ORGANIZATION, PLANNING, AND OPERATIONAL DOCUMENTS

4. WERE ANY OF THE FOLLOWING NEWLY ADOPTED OR REVISED/AMENDED IN THE REPORTING YEAR?
 Provide links or attachments. If not adopted or amended in the reporting year, when was each document type most recently developed/amended (if applicable).

PRESERVATION ORDINANCE (including amendments) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PRESERVATION PLAN (stand alone or a component of a local comprehensive plan) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
BY-LAWS OR RULES OF PROCEDURE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	SURVEY PLAN <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FORMS FOR CERTIFICATE OF APPROPRIATENESS (COA) APPLICATION, LOCAL HISTORIC LANDMARK/DISTRICT DESIGNATION, DEMOLITION, ETC. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Design Guidelines FOR THE ENTIRE JURISDICTION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO FOR A SPECIFIC HISTORIC DISTRICT? IF SO WHAT DISTRICT(S)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FLOW CHART OR GUIDE FOR COA APPLICANTS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

HISTORIC PRESERVATION COMMISSION MEMBERSHIP

5. LIST ALL CURRENT HPC MEMBERS. ATTACH RESUME FOR EACH. CONTINUE ON NEXT PAGE AND ATTACH A CONTINUATION SHEET IF NEEDED.

NAME Steve Strubberg	TERM START DATE 10/1/05	TERM END DATE 8/1/23
Newly appointed in the reporting year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Preservation professional? If yes, what discipline? architecture <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Is this member an ex-officio representative of another local board or organization? If yes, which one? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
NAME Jamie Holtmeier (resigned this reporting year)	TERM START DATE 5/1/15	TERM END DATE 8/1/24
Newly appointed in the reporting year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Preservation professional? If yes, what discipline? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Is this member an ex-officio representative of another local board or organization? If yes, which one? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

80



HISTORIC PRESERVATION COMMISSION MEMBERSHIP (continued)

5. LIST ALL CURRENT HPC MEMBERS. ATTACH RESUME FOR EACH CURRENT MEMBER.

NAME Andrew Clary		TERM START DATE 2/1/16	TERM END DATE 8/1/25
Newly appointed in the reporting year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Preservation professional? If yes, what discipline? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Is this member an ex-officio representative of another local board or organization? If yes, which one? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
NAME Rick Hopp		TERM START DATE 5/1/10	TERM END DATE 8/1/25
Newly appointed in the reporting year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Preservation professional? If yes, what discipline? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Is this member an ex-officio representative of another local board or organization? If yes, which one? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
NAME Carolyn Witt		TERM START DATE 6/1/12	TERM END DATE 8/1/25
Newly appointed in the reporting year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Preservation professional? If yes, what discipline? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Is this member an ex-officio representative of another local board or organization? If yes, which one? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
NAME Bryan Bogue		TERM START DATE 8/1/07	TERM END DATE 8/1/26
Newly appointed in the reporting year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Preservation professional? If yes, what discipline? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Is this member an ex-officio representative of another local board or organization? If yes, which one? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
NAME Al Behr and Joe Holtmeier (city council liaisons)		TERM START DATE 5/1/22	TERM END DATE 5/1/23
Newly appointed in the reporting year? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Preservation professional? If yes, what discipline? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Is this member an ex-officio representative of another local board or organization? If yes, which one? both are members of city council / Jeff Patke (also on city council) replaced Joe Holtmeier in May 2023 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
6. HAS A RESUME BEEN ATTACHED FOR EACH HPC MEMBER (and city staff if petitioning for responsibilities under III.B.11 of the Guidelines for Participation in Missouri's CLG Program)?			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
7. DOES THE BOARD CONTAIN AT LEAST ONE MEMBER IN A PROFESSIONAL PRESERVATION FIELD (architecture, architectural history, history, prehistoric and historic archaeology, planning, urban design, cultural geography, cultural anthropology, folklore, curation, conservation, landscape architecture, or any other related disciplines or fields related to historic preservation)? If not, describe efforts to recruit professional members and additional expertise in the fields of architecture, architectural history, or archaeology when needed.			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
8. LIST ANY EDUCATIONAL OR TRAINING SESSIONS ATTENDED BY HPC AND STAFF MEMBERS IN THE REPORTING YEAR. CONTINUE ON NEXT PAGE AND ATTACH A CONTINUATION SHEET IF NEEDED.			
NAME OF TRAINING Housing Matters: For Your Community, Downtown and HP		TRAINING PROVIDER Lees Summit, MO / Missouri Main Street Connection Inc	
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED Tyler King			
NAME OF TRAINING Telling Your Main Street Story, Marketing Your Main Street		TRAINING PROVIDER Lebanon, MO / Missouri Main Street Connection Inc	
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED Tyler King			



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
CERTIFIED LOCAL GOVERNMENT (CLG) ANNUAL REPORT (PAGE 3 OF 7)

8. LIST ANY EDUCATIONAL OR TRAINING SESSIONS ATTENDED BY HPC AND STAFF MEMBERS IN THE REPORTING YEAR. ATTACH A CONTINUATION SHEET IF NEEDED (continued).	
NAME OF TRAINING National Main Street Conference	TRAINING PROVIDER Boston, MA / Main Street America
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED Tyler King	
NAME OF TRAINING MMSC Preservation Mornings on Main 5/3/2023	TRAINING PROVIDER Webinar / Missouri Main Street Connection
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED Tyler King	
NAME OF TRAINING MMSC Preservation Mornings on Main 7/12/2023	TRAINING PROVIDER Webinar / Missouri Main Street Connection
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED Tyler King	
NAME OF TRAINING Missouri Main Street State Conference	TRAINING PROVIDER St. Louis, MO / Missouri Main Street Connection
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED Tyler King	
NAME OF TRAINING Missouri Preservation Conference	TRAINING PROVIDER Joplin, MO / Missouri Preservation
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED Carolyn Witt	
NAME OF TRAINING	TRAINING PROVIDER
NAME(S) OF HPC MEMBERS/STAFF WHO ATTENDED	

9. IF EACH HPC MEMBER DID NOT RECEIVE AT LEAST ONE TRAINING, PROVIDE AN EXPLANATION AND DESCRIBE EFFORTS TO OBTAIN THE REQUIRED ANNUAL TRAINING.



HISTORIC PRESERVATION COMMISSION ACTIVITY

10. HPC MEETINGS MUST BE HELD REGULARLY AT LEAST FOUR (4) TIMES PER YEAR. WHAT IS THE HPC'S REGULAR MEETING SCHEDULE? (e.g. First Tuesday of each month at 6:00 PM)

11. HAS THE HPC DEVELOPED A WORK PLAN OR LIST OF GOALS SEPARATE FROM THE CITY'S COMPREHENSIVE PRESERVATION PLAN? IF SO, ATTACH. YES NO

12. LIST ALL MEETINGS HELD IN THE REPORTING YEAR (meetings that were actually held with a quorum, not just scheduled).

REGULAR MEETING DATES		SPECIAL MEETING DATES	WORK/STUDY SESSION DATES
2/21/2023			
5/8/2023			
7/10/2023			
8/14/2023			

13. DID THE HPC DEVELOP, SPONSOR, OR PARTICIPATE IN ANY PUBLIC OUTREACH, EDUCATION, OR INTERPRETIVE EVENTS OR RESOURCES IN THE REPORTING YEAR? IF YES, DESCRIBE. YES NO

*The HPC sponsors Curb Appeal (see attached application) and Creating New History awards (see attached award template).

*The Commission also has a Historic Plaque Program (which includes a plaque research group). The plaques give a brief history of the building as well as date of construction. 45 plaques have been issued to property owners and installed on their historic buildings. Plaque funds were also used for a monument sign in the historic city cemetery.

*The City of Washington offers a "Small TIF" Program for properties located in a Registered Historic District and the Downtown TIF District. Applicants can receive up to \$70,000 for historic preservation and restoration projects that are funded through TIF proceeds generated by the project.

*The Design Committee of Downtown Washington, Inc. has a Sign and Awning Grant Program which assists business and property owners who invest in Downtown Washington (see attached application). The program covers up to 50% of the cost of a sign or awning (up to \$500). There are guidelines/requirements to participate. Carolyn Witt, Bryan Bogue and Tyler King are members off this committee.

*The Downtown Washington Low Interest Façade Improvement Revolving Loan Program will offer financing for façade improvements, as well as hands on classes for historic building maintenance. The funds received will be subject to an application process and restricted to projects that adhere to the Design Guidelines adopted by the City of Washington and all other applicable ordinances (see attached application).



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF STATE PARKS
CERTIFIED LOCAL GOVERNMENT (CLG) ANNUAL REPORT (PAGE 5 OF 7)

LOCAL DESIGNATION & REVIEW

14. HOW MANY RESOURCES HAVE BEEN DESIGNATED LOCALLY IN TOTAL (since the HPC was initially formed)? FOR DISTRICTS, COUNT ANY CONTRIBUTING BUILDINGS OR OBJECTS INDIVIDUALLY (if known). **6 districts / over 30 sites on the NRHP**

15. LIST ANY LOCAL LANDMARKS OR DISTRICTS THAT WERE NEWLY LISTED DURING THE REPORTING YEAR. Attach a list of all locally designated landmarks and districts including property name (if applicable), address, and date of listing. **n/a**

16. HOW MANY COA APPLICATIONS (including new construction, alterations, demolition, or relocation) DID THE HPC OR STAFF CONSIDER DURING THE REPORTING YEAR?	TOTAL # REVIEWED 22	REVIEWED BY FULL HPC 22	REVIEWED BY CITY STAFF ONLY (administrative approval) 0
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SURVEY AND INVENTORY

17. LIST ANY CULTURAL RESOURCE SURVEYS (architectural or archaeological) IN PROCESS OR COMPLETED DURING THE REPORTING YEAR	IN CONFORMANCE WITH ALL SHPO STANDARDS FOR CULTURAL RESOURCE INVENTORY?	ON FILE WITH THE SHPO?	COMPLETED WITH SUPPORT OF AN HPF GRANT?
n/a	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

18. HAVE ADDITIONAL INVENTORY ACTIVITIES NOT CONFORMING TO SHPO STANDARDS (i.e. for local use only) BEEN UNDERTAKEN (winners of local preservation awards, century houses, etc.)? IF YES, DESCRIBE. YES NO

NATIONAL REGISTER OF HISTORIC PLACES

19. DOES THE HPC REVIEW ALL NEW NATIONAL REGISTER OF HISTORIC PLACES (NRHP) NOMINATIONS AND SUBMIT WRITTEN COMMENT TO THE SHPO WITHIN THE REQUIRED TIME FRAME? YES NO

20. DOES THE MAYOR OR HIGHEST ELECTED OFFICIAL REVIEW ALL NEW NRHP NOMINATIONS AND SUBMIT WRITTEN COMMENT TO THE SHPO WITHIN THE REQUIRED TIME FRAME? YES NO

21. WERE ANY PROPERTIES IN THE JURISDICTION ADDED TO THE NRHP DURING THE REPORTING YEAR? IF SO, LIST THEM. YES NO



NARRATIVE QUESTIONS

22. DISCUSS ANY NOTABLE ACCOMPLISHMENTS OR ACHIEVEMENTS FROM THE PAST YEAR.

WHPC reviewed and approved a new Small TIF project for The Alley, an entertainment development rehabbing three historic structures and providing activities that bring people of all ages to Main Street.

23. DISCUSS ANY PROBLEMS ENCOUNTERED IN THE PAST YEAR.

No problems were encountered.

24. DISCUSS ANY PLANNED ACTIVITY, PROJECTS, OR BUSINESS FOR THE UPCOMING FEDERAL FISCAL YEAR (Oct. 1 - Sept. 30).

Expansion of The Alley Development for hotel and music venue. The final building in the 2017 Front and Main TIF District is also scheduled to be completed in 23-24 FY.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
CERTIFIED LOCAL GOVERNMENT (CLG) ANNUAL REPORT (PAGE 7 OF 7)

ATTACHMENT CHECKLIST (MAY BE LINKS TO ONLINE DOCUMENTS)	
HPC MEETING MINUTES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RESUMES FOR ALL HPC MEMBERS	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RESUMES FOR CITY STAFF (only required if petitioning for responsibilities under section III.B.11 of the "guidelines for participation") n/a	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CURRENT HPC WORK PLAN/GOALS	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
LIST OF ALL LOCALLY DESIGNATED LANDMARKS AND HISTORIC DISTRICTS	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT PRESERVATION ORDINANCE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT BY-LAWS OR ADMINISTRATIVE RULES CLG Agreement	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT PRESERVATION PLAN https://washmo.gov/comprehensive-plan/ Page 31 details the Historic/Cultural Resources	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT SURVEY PLAN n/a	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

MO 780-2952 (3-23)

Please note new members who joined in 2023 (full member list attached):

Joe McGowan / September 2023 - August 2028
Deanna Fitzgerald / August 2023 - August 2024
Tim Poepsel / September 2023 - August 2024



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces?

YES NO

If a professional resume, curriculum vita, or similar has not been provided for each Historic Preservation Commission (HPC) member, the following form should be completed.

"The request for certification shall include...Resumes for each of the current or proposed members of the historic preservation commission, including demonstration of their interest, competence or knowledge in historic preservation and, where appropriate, information sufficient to allow the SHPO to establish the qualifications of professional members." (Guidelines for Participation in Missouri's Certified Local Government Program IV.A.4.)

BASIC INFORMATION

HPC MEMBER (NAME) Carolyn M. Witt		CERTIFIED LOCAL GOVERNMENT NAME City of Washington, MO	
EMAIL cmwitt2@yhti.net			
TELEPHONE 636-239-2879	TERM START DATE 6/2012	TERM END DATE (ANTICIPATED) 8/2025	

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS.
ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

William Woods College - BA History (Secondary Ed/Library Science)
St. Louis University - MA Medieval History
University of MO - MLC (Masters in Library Science)

CURRENT OCCUPATION

Retired (Librarian)

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

(represent - unofficially - on following)
Member - Planning & Zoning Commission - City of Washington
Member - America In Bloom Committee
Former Board Member - Downtown Washington, Inc. (MO Main Street)
Former Member - Design Committee of Downtown Washington, Inc.
Served as City Council liaison to HPC during 3 terms
Served on City Council - City of Washington
Member of National Alliance of Preservation Commissioners (attended 3 national meetings)
Member of National Trust



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces?

YES NO

If a professional resume, curriculum vita, or similar has not been provided for each Historic Preservation Commission (HPC) member, the following form should be completed.

"The request for certification shall include...Resumes for each of the current or proposed members of the historic preservation commission, including demonstration of their interest, competence or knowledge in historic preservation and, where appropriate, information sufficient to allow the SHPO to establish the qualifications of professional members." (Guidelines for Participation in Missouri's Certified Local Government Program IV.A.4.)

BASIC INFORMATION

HPC MEMBER (NAME) Steven R Strubberg		CERTIFIED LOCAL GOVERNMENT NAME Washington Historical Preservation Commission	
EMAIL sstrubberg@hornarchitects.com			
TELEPHONE 314-606-5317	TERM START DATE 10/2005	TERM END DATE (ANTICIPATED) 08/2023	

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS. ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

Bachelor of Architecture - University of Kansas 1992

CURRENT OCCUPATION

Owner/Principal Horn Architects

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

My Architectural office has worked on numerous preservation projects along with projects that utilized preservation tax credits.

I have designed numerous project that required approval from Architectural Review Boards in preservation districts and historic neighborhood review committees.

Member of the following boards:

Core Restructuring; Chamber of Commerce - Executive Board of Directors; Board of Public Works; 353 Corporation



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces?

YES NO

If a professional resume, curriculum vita, or similar has not been provided for each Historic Preservation Commission (HPC) member, the following form should be completed.

"The request for certification shall include...Resumes for each of the current or proposed members of the historic preservation commission, including demonstration of their interest, competence or knowledge in historic preservation and, where appropriate, information sufficient to allow the SHPO to establish the qualifications of professional members." (Guidelines for Participation in Missouri's Certified Local Government Program IV.A.4.)

BASIC INFORMATION

HPC MEMBER (NAME) Joe McGowan		CERTIFIED LOCAL GOVERNMENT NAME City of Washington	
EMAIL jmcgowan@cochraneng.com			
TELEPHONE (314) 581-2407	TERM START DATE	TERM END DATE (ANTICIPATED)	

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS.
ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

University of Missouri - Columbia
Bachelor of Electrical Engineering, May 1988

Kansas University
Bachelor of Architecture, August 1990

LEEDS AP Certified

Architect Licenses Held: Missouri, Illinois

CURRENT OCCUPATION

Chief Architectural Officer - Cochran, Union, Missouri

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

I have worked as an architect for over 33 years, and have had experience in historic preservation. I have worked with SHPO on various projects that I have designed, some of which had tax credits or other incentives.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces?

YES NO

If a professional resume, curriculum vita, or similar has not been provided for each Historic Preservation Commission (HPC) member, the following form should be completed.

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BASIC INFORMATION

HPC MEMBER (NAME) Bryan Bogue		CERTIFIED LOCAL GOVERNMENT NAME City of Washington, MO	
EMAIL bryan@elitesurvival.com			
TELEPHONE	TERM START DATE 8/2007	TERM END DATE (ANTICIPATED) 8/2026	

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS. ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

CURRENT OCCUPATION

Owner at Elite Survival and several downtown Washington properties/businesses.

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

Extensive experience volunteering in historic Washington, MO.

Served for 14 years on the Board of Directors for Downtown Washington, Inc and held the positions of Design Committee Chairman, Vice President, Treasurer and President of the organization.

Member of the Washington historical Society, having served on the Board of Directors.

Served 2 years as chairman on the Washington Historic Preservation Commission - in addition to many years a member.

Attended numerous trainings and conventions geared toward promoting and preserving a successful historic downtown district.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces?

YES NO

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"The request for certification shall include....Resumes for each of the current or proposed members of the historic preservation commission, including demonstration of their interest, competence or knowledge in historic preservation and, where appropriate, information sufficient to allow the SHPO to establish the qualifications of professional members." (Guidelines for Participation in Missouri's Certified Local Government Program IV.A.4.)

BASIC INFORMATION

HPC MEMBER (NAME) Andrew Clary	CERTIFIED LOCAL GOVERNMENT NAME City of Washington, MO	
EMAIL andrew.clary@edwardjones.com		
TELEPHONE 636-667-7466	TERM START DATE 2/2016	TERM END DATE (ANTICIPATED) 8/2025

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS. ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

Associate of Art / East Central College
Bachelors of Fine Art / CMSU

CURRENT OCCUPATION

Financial Advisor / Edward Jones

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

Served on Historic Preservation Commission Board for two consecutive terms.
Studied City of Washington Historic Preservation Commission guidelines & recommendations.
Attended City of Washington Historic Preservation workshops.
Class with jail house in Galena, IL - Historic Property meets small business.
Student of Washington History with Odd Fellows and Historical Society.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces?

YES NO

If a professional resume, curriculum vita, or similar has not been provided for each Historic Preservation Commission (HPC) member, the following form should be completed.

"The request for certification shall include...Resumes for each of the current or proposed members of the historic preservation commission, including demonstration of their interest, competence or knowledge in historic preservation and, where appropriate, information sufficient to allow the SHPO to establish the qualifications of professional members." (Guidelines for Participation in Missouri's Certified Local Government Program IV.A.4.)

BASIC INFORMATION

HPC MEMBER (NAME) Jamie D Holtmeier		CERTIFIED LOCAL GOVERNMENT NAME Historic Preservation Commission of Washington, MO	
EMAIL jholtmeier@bankofwashington.com			
TELEPHONE 636-221-1033	TERM START DATE 05-01-2015	TERM END DATE (ANTICIPATED) 08-01-2024	

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS. ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

Webster University, St. Louis, MO - English Literature

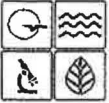
CURRENT OCCUPATION

Compliance Officer, Bank of Washington

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

Resided in downtown Washington in a 120 year old home, active in city government and downtown development.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces? YES NO

Thank you for your service! If YES, would you like information about military-related services in Missouri? YES NO

RESET

If a professional resume, curriculum vita, or similar has not been provided for each Historic Preservation Commission (HPC) member, the following form should be completed.

"The request for certification shall include....Resumes for each of the current or proposed members of the historic preservation commission, including demonstration of their interest, competence or knowledge in historic preservation and, where appropriate, information sufficient to allow the SHPO to establish the qualifications of professional members." (Guidelines for Participation In Missouri's Certified Local Government Program IV.A.4.)

BASIC INFORMATION

HPC MEMBER (NAME)		CERTIFIED LOCAL GOVERNMENT NAME	
Tim Poepsel		City of Washington	
EMAIL			
Timpoeysel@charter.net			
TELEPHONE	TERM START DATE	TERM END DATE (ANTICIPATED)	
(314) 330-0492	9/2023	8/2028	

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS.
ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

St Francis Borgia High school

CURRENT OCCUPATION

CEO Empac Group inc>

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

Born and raised in Washington Missouri. My interest is in preserving sharing our rich history with the new residents and passing along to the next generation.

Richard W. Hopp
200 Jefferson
Washington, MO 63090
Phone: 636-239-4741
Email: rick@wiemannpues.com

Education:

1972-1977 Bachelor of Science degree in Psychology and Biology, Southwest Missouri State University.

Employment:

1981-Present: Richard W Hopp, Inc., dba Wiemann & Pues Insurance Agency
President and owner of an Independent Insurance Agency in downtown Washington, MO

Civic Involvement:

1976-Present: Member of Hope Masonic Lodge, Moolah Shriners St. Louis

1981-1992: Member of Washington Town & Country Fair Board, Chairman 1991, Main Stage Production Manager, 1991 to 2009

1981-Present: Member of Washington Lions Clubs, Treasurer 1983 to Present.
Melvin Jones Award: 2006

1991-1999 : Board Member of Downtown Washington Inc., President 1996 and 1997. Sunset on the Riverfront Committee, *1993-1997 Remodeled 124 Jefferson St., Washington, MO into offices of Downtown Washington, Inc. Building is an 1834 Log Cabin.* Director Emeritus

2002-2008: Board Member of Washington Area Chamber of Commerce, Chairman 2006-2007. Prior chair of the Tourism Committee.
During Chairmanship was responsible for funding and direction of remodel and new construction of 1868 building on Main Street, Washington, MO into current Farmers Market. Total Cost of Project, \$1,000,000. Facility is now used on a daily basis.

1998- 2010: Board Member Core Restructuring Committee: City, Chamber and Downtown Washington, Inc. guidance committee for downtown district.

- 2008-Present: Board Member and Director for Washington Civic Industrial Corporation: Responsible for recruitment and maintaining viable industry in the Washington MO area.
- 2007-Present: Board Member for Bank of Washington Advisory Board: Responsible for maintaining communications between community and bank.
- 2006-Present: President of the Historic Washington Foundation: Foundation created to own and preserve historic buildings in downtown Washington, MO. current ownership includes the Farmers Market on West Main St., 124 Jefferson 1834 Cabin.
Negotiated the purchase of 1921 Post Office building in downtown Washington, MO, Remodeled building into Downtown Washington, Inc offices and Tenant office space.
- 2006-Present: Board Member of the Rocky Mountain Elk Foundation, St. Louis Chapter. Chairman 2009-2010. Fund raiser events for foundation to purchase land in order to preserve our national forest and wildlife.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF STATE PARKS
HISTORIC PRESERVATION COMMISSION MEMBER RESUME

Have you or an immediate family member ever served in the U.S. Armed Forces? YES NO

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BASIC INFORMATION

HPC MEMBER (NAME) Tyler King		CERTIFIED LOCAL GOVERNMENT NAME City of Washington, MO.	
EMAIL tyler@downtownwashmo.org			
TELEPHONE (636) 239-1743	TERM START DATE	TERM END DATE (ANTICIPATED)	

EDUCATION

IDENTIFY ALL SCHOOLS ATTENDED AND MAJOR FIELDS OF STUDY. YOU MAY ALSO LIST ANY RELEVANT CREDENTIALS OR CERTIFICATIONS. ATTACH ADDITIONAL CONTINUATION SHEETS IF NEEDED.

Columbia College - Bachelors Degree in Marketing and Management - 2011
 Main Street America Institute (MSAI) - Supporting Small Businesses Certificate - 2021
 Main Street America Institute (MSAI) - Leadership Development Certificate - 2021
 TQC Leadership Development Program - 2023
 DISC Certified Practitioner - 2023

CURRENT OCCUPATION

Executive Director - Downtown Washington, Inc.
 September 2019 - Present
 Washington, MO.
 Coordinates all project activities within the downtown revitalization program.
 Responsible for the development, execution, and documentation of the Main Street Program.
 Represents the community regionally and nationally and acts as a liaison to other community organizations.

BACKGROUND IN HISTORIC PRESERVATION

DESCRIBE THE MEMBER'S BACKGROUND IN HISTORY, HISTORIC PRESERVATION, OR RELATED FIELDS (showing a demonstrated interest, competence, or knowledge in historic preservation).

Member of the Washington Historic Preservation Commission
 Member of the Main Street Design Committee
 Member of the Main Street Economic Vitality Committee

WASHINGTON HISTORIC PRESERVATION COMMISSION
 (5 year term - Established August 1986)
 3rd Monday in February, May, August and November - 6:00 p.m.

	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TELEPHONE</u>
Steve Strubberg - Vice Chair Horn Architects, AIA #3 Lafayette St. Washington, MO 63090 sstrubberg@hornarchitects.com	Oct 2005	Aug 2023	H-636-239-1249 W-636-239-0309
Jamie Holtmeier 124 Locust Street Washington, MO 63090 jholtmeier@bankofwashington.com	May 2015	Aug 2024	W- 636-221-3652
Andrew Clary Washington, MO 63090 (H) 204 E. 2 nd Street (W) 1801 Heritage Hills Center Washington, MO 63090 andrew.clary@edwardjones.com	Feb.2016	Aug 2025	W- 636-239-5939
Rick Hopp 4 West Front Street Washington, MO 63090 rick@wiemanpues.com	May 2010	Aug 2025	C-314-280-0853 W-636-239-4741
Carolyn Witt - Chairman 616 Windy Ridge Drive Washington, MO 63090 cmwitt2@hotmail.com	June 2012	Aug 2025	H-636-239-2879
Bryan Bogue 310 W 12 th Street Washington, MO 63090 bryan@elitesurvival.com	Aug 2007	Aug 2026	H-636-239-5534 C-636-485-3343
Vacant (fill Danielle Grotewiel's term)			Aug 2024
Al Behr Liaison Assignment 11 East Main Street Washington, MO 63090 abehr@washmo.gov	May 2022	May 2023	H-636-390-9966
Joe Holtmeier Liaison Assignment 801 West Main Street Washington, MO 63090 jholtmeier@washmo.gov	May 2022	May 2023	H-636-239-6473 W-636-239-2590 C-314-954-7381

Advisory Committee

Tyler King, Executive Director
Downtown Washington, Inc.
PO Box 144
123 Lafayette Street
Washington, MO 63090
636-239-1743
tyler@downtownwashmo.org

Historic Preservation Program
Missouri Department of Natural Resources
Rebecca Rost
P O Box 176
Jefferson City MO 65102
rebecca.rost@dnr.mo.gov

Consist of 7 members, residents of the City of Washington. Appointed by the Mayor and approved by the City Council. The Mayor shall make every reasonable effort to appoint persons with demonstrated interest in the historical preservation of the City of Washington.

WASHINGTON HISTORIC PRESERVATION COMMISSION

(5 year term - Established August 1986)

2nd Monday in February, May, August and November - 6:00 p.m.

	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TELEPHONE</u>
Andrew Clary Washington, MO 63090 (H) 204 E. 2 nd Street (W) 1801 Heritage Hills Center Washington, MO 63090 Andrew.Clary@edwardjones.com	Feb.2016	Aug 2025	W- 636-239-5939
Rick Hopp 4 West Front Street Washington, MO 63090 rick@wiemanpues.com	May 2010	Aug 2025	C-314-280-0853 W-636-239-4741
Carolyn Witt - Chairman 616 Windy Ridge Drive Washington, MO 63090 cmwitt2@hotmail.com	June 2012	Aug 2025	H-636-239-2879
Bryan Bogue 310 W 12 th Street Washington, MO 63090 bryan@elitesurvival.com	Aug 2007	Aug 2026	H-636-239-5534 C-636-485-3343
Deanna Fitzgerald 206 East Second Street Washington, MO 63090 dddeanna@icloud.com	Aug 2023	Aug 2024	C-619-729-6528
Tim Poepsel 141 Monticello Drive Washington, MO 63090 tpoepsel@empacgroupinc.com	Sept 2023	Aug 2024	C-314-330-0492
Joe McGowan 1503 First Parkway Washington, MO 63090 jmcgowan@cochraneng.com	Sept 2023	Aug 2028	C-314-581-2407
Al Behr Liaison Assignment 11 East Main Street Washington, MO 63090 abehr@washmo.gov	May 2023	May 2024	H-636-390-9966

Jeff Patke
Liaison Assignment
209 Kimberly Court
Washington, MO 63090
ipatke@washmo.gov

May 2023

May 2024

C-314-604-2250

Advisory Committee

Tyler King, Executive Director
Downtown Washington, Inc.
PO Box 144
123 Lafayette Street
Washington, MO 63090
636-239-1743
tyler@downtownwashmo.org

Historic Preservation Program
Missouri Department of Natural Resources
Rebecca Rost
P O Box 176
Jefferson City MO 65102
Rebecca.rost@dnr.mo.gov

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 MENU

Boards and Commissions

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353 Washington Redevelopment Corporation

Board of Adjustment

Board of Appeals

Board of Health

Board of Public Works

Historic Preservation Commission

The Washington Historic Preservation Commission provides a mechanism to identify and preserve the distinctive historic and architectural characteristics of Washington which represent elements of the City's cultural, social, economic, political and architectural history. They are to foster and encourage preservation, restoration and rehabilitation of structures, areas and neighborhoods relating to the historical background of the City.

To mention only a few of the Commission’s activities, they promote ongoing survey work to identify historically and architecturally significant properties. They investigate and recommend to the City Plan Commission and City Council the adoption of ordinances related to historic preservation. They keep a register of all properties and structures which have been designated as Landmarks or Historic Districts. They are to inform and educate the citizens of Washington concerning the historic and architectural heritage of the community.

The Commission consists of seven (7) members, all of whom shall be residents of the City of Washington. The Mayor shall make every reasonable effort to appoint persons with a demonstrated interest in the historical preservation of the City. The term of office is five (5) years. Further details regarding the Washington Historic Preservation Commission can be found in Chapter 480 of the Washington City Code.

Meetings of the City of Washington, Missouri, Historic Preservation Commission are held on the second Monday in February, May, August and November at 6 p.m. in the Council Chambers of City Hall. The meetings are open to the public.

COMMITTEE MEMBERS	APPOINTED	TERM EXPIRES
Bryan Bogue	August 2007	August 2026
Andrew Clary	February 2016	August 2025
Deanna Fitzgerald	August 2023	August 2024
Rick Hopp	May 2010	August 2025
Joe McGowan	September 2023	August 2028
Tim Poepsel	September 2023	August 2024
Carolyn Witt	June 2012	August 2025
Al Behr Liaison Assignment	May 2023	May 2024
Jeff Patke Liaison Assignment	May 2023	May 2024

Industrial Development Authority

Library Board of Trustees

Parks and Recreation Commission

Planning and Zoning Commission

Urban Forestry Council

ADMINISTRATION

Administration

Boards and Commissions

City Clerk

Council Meetings

Elected Officials

Human Resources

Loss Control Policy

PEOPLE

Darren Lamb, AICP

City Administrator

Sal Maniaci, AICP, MoCED

Community & Economic Development Director

Shauna Pfitzinger

Human Resources Manager

Sherri Klekamp, MRCC

City Clerk

MORE PEOPLE

UPCOMING EVENTS

City Council Meeting

November 20, 2023

7:00 pm

at City Hall, Council Chambers

Olde Fashioned Christmas

November 26, 2023

3:00 pm - 5:00 pm
at Farmers' Market

Highway Transportation Committee Meeting

November 27, 2023

8:00 am
at City Hall, Council Chambers

Board of Public Works Meeting

November 28, 2023

7:30 am
at City Hall, Council Chambers

Traffic Commission Meeting

December 1, 2023

8:00 am
at City Hall, Council Chambers

City Council Workshop Meeting

December 4, 2023

6:00 pm
at City Hall, Council Chambers

MORE EVENTS

Emergency Notifications

Traffic Advisories
Event Announcements
Neighborhood Alerts

CodeRED™
Keeping citizens informed.

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Boards and Commissions

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353 Washington Redevelopment Corporation

Board of Adjustment

Board of Appeals

Board of Health

Board of Public Works

Historic Preservation Commission

The Washington Historic Preservation Commission provides a mechanism to identify and preserve the distinctive historic and architectural characteristics of Washington which represent elements of the City's cultural, social, economic, political and architectural history. They are to foster and encourage preservation, restoration and rehabilitation of structures, areas and neighborhoods relating to the historical background of the City.

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Meetings of the City of Washington, Missouri, Historic Preservation Commission are held on the third Monday in February, May, August and November at 6 p.m. in the Council Chambers of City Hall. The meetings are open to the public.

COMMITTEE MEMBERS	APPOINTED	TERM EXPIRES
Carolyn Witt Chairman	June 2012	August 2025
Steve Strubberg Vice Chair	October 2005	August 2023
Bryan Bogue	August 2007	August 2026
Andrew Clary	February 2016	August 2025
Jamie Holtmeier	May 2015	August 2024
Rick Hopp	May 2010	August 2025
Danielle Grotewiel	October 2014	August 2024
Al Behr Liaison Assignment	May 2022	May 2023
Joe Holtmeier Liaison Assignment	May 2022	May 2023

Industrial Development Authority

Library Board of Trustees

Parks and Recreation Commission

Planning and Zoning Commission

Urban Forestry Council

☰ ADMINISTRATION

Administration

Boards and Commissions

City Clerk

Council Meetings

Elected Officials

Human Resources

Loss Control Policy

👥 PEOPLE

Darren Lamb, AICP

City Administrator

Sal Maniaci

Community & Economic Development Director

Shauna Pfitzinger

Human Resources Manager

Sherri Klekamp, MRCC

City Clerk

MORE PEOPLE

📅 UPCOMING EVENTS

Traffic Commission Meeting

December 2, 2022

8:00 am

at City Hall, Council Chambers

**City Council Workshop Meeting
December 5, 2022**

6:00 pm

at City Hall, Council Chambers

**City Council Meeting
December 5, 2022**

7:00 pm

at City Hall, Council Chambers

**353 Redevelopment Meeting
December 7, 2022**

8:00 am

at City Hall, Council Chambers

**Washington Brass Band Christmas Concert
December 11, 2022**

3:00 pm - 5:00 pm

at City Auditorim

**Planning & Zoning Commission Meeting
December 12, 2022**

7:00 pm

at City Hall, Council Chambers

MORE EVENTS

**Emergency
Notifications**

**Traffic Advisories
Event Annoucements
Neighborhood Alerts**



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Washington Historic Preservation Commission Meeting
Council Chambers of City Hall
405 Jefferson Street
Washington, Missouri 63090

Tuesday, February 21, 2023 at 5:00 PM
Minutes

Call to Order - Roll Call

Present

Carolyn Witt, Chairman
Bryan Bogue
Tyler King
Jamie Holtmeier
Rick Hopp
Al Behr, City Council Liaison
Joe Holtmeier, City Council Liaison
Sal Maniaci, City Planner/Economic Developer

Absent

Steve Strubberg, Vice-Chairman
Andrew Clary

Pledge of Allegiance

Approval of minutes from August 15, 2022. Motion made by Rick Hopp. Seconded by Tyler King. A vote was taken and was unanimously approved.

New Business

1. Design Reviews (previously approved by email to be put on record):
 - a. 514 W. Front St. (The 514) - window decals 8/30/2022
 - b. 201 W. Main St. (Bootleggers Cigars & Apothecary) - signage 9/6/2022
 - c. 488-498 W. Main St. - demolition of metal recycling center building for residential development 9/22/2022
 - d. 8 W. 2nd St. - stair and railing replacement 10/13/2022
 - e. 217 Elm St. - awning replacement 10/25/2022
 - f. 100 W. Main St. - deck 11/16/2022
 - g. 325 W. Front St. (The Axe Depot) - signage 11/22/2022
 - h. 511 W. 5th St. (vacation rental) - signage 11/22/2022
 - i. 216 W. Main St. (The Grazing Board) - signage 12/9/2022
 - j. 107 W. Main St. (The Bier Deck) - shed 1/26/2023
 - k. 313-A Elm St. (Fricke Studio) - awning replacement 1/30/2023
 - l. 120 W. Front St. (The Cellar at Oak and Front) - signage 1/31/2023

Motion to approve design reviews previously approved by email to be put on record, made by Jamie Holtmeier. Seconded by Tyler King. A vote was taken and was unanimously approved.

2. City Hall 100 year anniversary donation
Motion to donate \$4,000 allocated for plaques to City Hall's 100 year anniversary, made by Tyler King. Seconded by Bryan Bogue. A vote was taken and was unanimously approved.

Old Business

1. Potential Grants
Nothing new.
2. Education/Conferences
Tyler King discussed a conference coming up the following week in Lebanon and an upcoming conference in Boston in March.
3. Curb Appeal
Nothing new.
4. Creating New History Award
Nothing new.
5. Budget Report
\$4,000 previously allocated for plaques will be donated to the city for use with the centennial celebration and the 2123 time capsule.
6. Information Plaques for Historic Buildings
No new plaques this fiscal year, due to money being donated.
7. Calvin Theatre
Work was being done to complete the roof replacement. Nothing interior at this time.

Other Business

1. 14 W. Main St. – additional review of The Alley
Lisa Greife was present and discussed changes to the plans for The Alley. Originally, the west side of the building was going to be shipping containers. That will now be an open steel structure with outdoor seating and entertainment areas. Motion to approve made by Tyler King. Seconded by Bryan Bogue. A vote was taken and was unanimously approved.

Tyler King made a motion to adjourn and Bryan Bogue seconded the motion. A vote was taken and unanimously approved. The meeting of the Washington Historic Preservation Commission ended at 5:35 PM.

The next scheduled meeting of the Washington Historic Preservation Commission will be held Monday, May 8, 2023 at 6:00 PM in the Council Chambers of City Hall.

Washington Historic Preservation Commission Meeting
Council Chambers of City Hall
405 Jefferson Street
Washington, Missouri 63090

Monday, May 8, 2023 at 6:00 PM
Minutes

Call to Order - Roll Call

Present

Carolyn Witt, Chairman
Steve Strubberg, Vice-Chairman
Rick Hopp
Al Behr, City Council Liaison
Sal Maniaci, City Planner/Economic Developer

Absent

Bryan Bogue
Jamie Holtmeier
Andrew Clary
Tyler King
Jeff Patke, City Council Liaison

Pledge of Allegiance

Approval of minutes from February 21, 2023.

New Business

1. 127 Elm St. - façade changes

Steve Strubberg:

I feel like we should preserve what is there without covering it up, if possible. That building is pretty much intact. There were some decks put on. It needs repair work. I always look at it from the standpoint that we are the preservation commission. If we can preserve something, let's preserve it. My recommendation would be to try to preserve what is there. Whether it is replacing it or something, but to go put metal soffit on the underside and put can lights in - that's not historically accurate anymore. If we go back and look at the ordinance and what we are supposed to be reviewing - and we are supposed to be helping educate people and give them alternatives.

Carolyn Witt:

If you would share that with the applicant. There were enough people who said they were okay with it, but there was this discussion from our resident architect.

2. Design Reviews (previously approved by email to be put on record):

- a. 201-B W. Main St. - sign for Massage on Main 3/6/2023
- b. 500 Fremont St. - garage demolition 3/8/2023

Motion to put on the record made by Steve Strubberg. Seconded by Rick Hopp.
Motion approved.

Old Business

1. Potential Grants

Nothing new.

2. Education/Conferences

Carolyn Witt:

The Missouri Preservation Conference is going to be June 7-9 in Joplin. I've registered to go to that. Part of the meeting will be targeted to CLG's.

3. Curb Appeal

Nothing new.

4. Creating New History Award

Sal Maniaci:

We talked about when Andy is done, he's got one more building in the Front Street TIF project at the corner of Main and Jefferson. We could do creating new history for the whole project.

5. Budget Report

\$4,000 previously allocated for plaques was donated to the city for the centennial celebration and the 2123 time capsule.

6. Information Plaques for Historic Buildings

No new plaques this fiscal year due to money being donated. Not many buildings left without a plaque.

7. Calvin Theatre

The roof was replaced. Nothing else new at this time.

Other Business

Carolyn Witt:

On the Centennial Committee, we had the Historical Society and City Hall. One of the things they talked about, was perhaps we could commission a photographer to go around and take pictures of existing historic buildings as they are now - as a record. In 20, 30 or 100 years - they can see what Otto & Co looked like in 2023 or 2024. In the discussion, they were talking about if we did this - we would partner with the city, as well as the Historical Society. I thought that was a viable request. I think that would be something we could put in our budget request. We could talk to East Central or some of the schools, and there is always Jeanne Miller-Wood - to commission someone to take the photos. Should I put something in as a formal request that you could include in the budget process?

Sal Maniaci:

Yeah, if you know if they are wanting to hire someone or pay a student - if they are going to split it with different groups.

Rick Hopp made a motion to adjourn and Steve Strubberg seconded the motion. A vote was taken and unanimously approved. The meeting of the Washington Historic Preservation Commission ended at 6:21 PM.

The next scheduled meeting of the Washington Historic Preservation Commission will be held Monday, July 10th, 2023 at 6:00 PM in the Council Chambers of City Hall.

Washington Historic Preservation Commission Meeting
Council Chambers of City Hall
405 Jefferson Street
Washington, Missouri 63090

Monday, July 10, 2023 at 6:00 PM
Minutes

Call to Order - Roll Call

Present

Carolyn Witt, Chairman
Steve Strubberg, Vice-Chairman
Rick Hopp
Tyler King
Al Behr, City Council Liaison
Jeff Patke, City Council Liaison
Sal Maniaci, City Planner/Economic Developer

Absent

Bryan Bogue
Andrew Clary

Pledge of Allegiance

Approval of minutes from Monday, May 8, 2023. Motion by Steve Strubberg. Seconded by Rick Hopp.

Sal Maniaci:

Jeff, I don't know if you knew, but we allow email review if it's not requesting any funds through any incentive and if it's not a demolition. If they meet once a quarter and they need a certificate of review, we do not want any of the permits held up while waiting for a meeting. If there is something anyone wants to meet in-person on, or if the board wants to, we can do that.

Jeff Patke:

Al, do you know, are we voting members here?

Al Behr:

We are not. We are liaisons only here. We are just here to help.

Jeff Patke:

Therefore, I'm not emailing back. I'm not responding.

Carolyn Witt:

Your comments and opinions are fine. That's not voting as much as calling attention to something. You may see something that we didn't. That's why we have an architect on the commission. He sees things that none of the rest of us do. Steve was much more passionate because he's been on this a long time and knows. We're mandatory review, voluntary compliance. Unless it's TIF, then we can say, no, you can't do that.

Sal Maniaci:

Also on certain signs. If they want back lit, the box signs, or electronic message display boards – it's mandatory/mandatory. You have to get those specifically approved by the commission.

Carolyn Witt:

We are more of an advisory board, in many ways. Even if we give a negative review, they can still do it – unless those things pertain.

New Business

1. Design Reviews (previously approved by email to be put on record):

a. 24 W. 2nd St. (old Angelina's)- garage door in side of building 5/19/2023

Rick Hopp:

Has that been approved?

Sal Maniaci:

We asked for more information on the type of the garage door. I don't think they got back to us on that yet. As far as I understand, it's an investment property. They do not have a new tenant yet. They may be waiting for that. They came in to look at possibilities, but have not come back with more information. I think he's open to any possibility. I don't think he has a set plan. I could be wrong, but the last conversation I had, there was no set plan. As far as I'm concerned, A on here, I don't know if we need to vote on this or put this on the record, because I don't know if it's a for sure thing.

Tyler King:

Right now, all I've been seeing (and I've spoken with the new owners) is commercial remodeling.

Jeff Patke:

When it was Ed's Meat Market, was there not a door there – larger than a man door?

Rick Hopp:

The back door is where he brought in the meat.

Jeff Patke:

If we would approve a garage door, is there anything to do with parking? They would have to have a certain area of curb that would be yellowed off?

Sal Maniaci:

They would have to get a right of way permit to cut into the curb.

Steve Strubberg:

We ran into that a couple of years ago at the old Altemueller/Hallmark building. They wanted to put a garage door in. It didn't end up happening. I know there is concern that you would lose parking on the street. Where it's located, you could lose two parking spaces.

Jeff Patke:

My first thought was, it's only a sidewalk off the street. So if you put a garage door in, even a right hand turn in is going to be difficult. It's going to be tight.

Sal Maniaci:

Part of the request for more information – it could possibly just be a garage door for the windows. If they have a tenant in there that just wants open space and not for parking.

Al Behr:

The question the last time around was, is it going to be glass for sitting around and having a sandwich, or is it going to be parking for a resident.

Sal Maniaci:

Like Bud's has garage doors, but no curb cuts.

Steve Strubberg:

And Bridgeview.

Jeff Patke:

That's beyond this group, right? You don't approve the cuts, right? That has to go through traffic and all that?

Sal Maniaci:

Correct. That one we will need more information on. Like Tyler said, they are just doing interior until they get a tenant.

Carolyn Witt:

As far as the minutes go, we discussed it but are waiting for more information and no review will be issued at this time.

- b. 106 Elm St. – sign for Prism MedSpa & Esthetics 5/19/2023

Carolyn Witt:

That sign is up and running.

- c. 300 W. Front St. (Landing) – enclosed canopy seating area 6/15/2023

Carolyn Witt:

I think everybody approved that.

Jeff Patke:

In an email, I think someone said they didn't like the color.

Tyler King:

Off the color scheme, we can give recommendations. There is a palate of colors you can choose from.

Sal Maniaci:

We do have a selection of colors they can choose from, that we recommend. It was created from a grant in 2004. Since they're not requesting any funds, we can send them comments – but they don't have to follow them.

Tyler King:

The whole mandatory review/voluntary compliance is a weird thing to follow. It's more like Carolyn said, an advisory board more or less - but you have a lot of people with a wealth of knowledge. That advice you're giving tends to help.

Carolyn Witt:

My favorite success story is Washington Coffee Shop. He came to us and had a sign. Bridgette Epple was on and she said, "Have you looked at what the building looked like when it was a grocery store?" He said no, he went to Marc and he found a picture. The signage that is now on there with the gooseneck lamps and the whole bit, was right off the historic building. That's the way it should work. We made a suggestion, not a demand, he reviewed and said - yes, I'm going with this. The other thing that was really cool, was years ago the parks department came to us and said they were repainting the freight depot down on Front St. Wayne said they want to paint it off the suggested colors. We all looked at the colors and suggested the color and the trim. They went with what we asked for.

Sal Maniaci:

Those design guidelines, we have copies. Jamie will hand them out when people ask about things.

Tyler King:

I send people to Jamie all the time for that stuff.

Carolyn Witt:

The first time they did the booklet, they had pictures of other towns for examples. When you look at the book now, almost all of the examples are down the street - in Washington. You can go and see what we're recommending. It really makes you feel good to see that our community has lived up to our ambition to have the design guidelines followed.

d. 216 W. Main St. - sign for Wanderlust Market 6/30/2023

Carolyn Witt:

I don't think there were any complaints about that.

Sal Maniaci:

No, it was really more of a name change than a business change.

Tyler King:

They are changing the business slightly. They're adding some chocolate to it. Basically, The Grazing Board was there. Then Country Living was there before that. They replaced the existing sign that was there. It was the same size.

Motion to put b, c and d on the record made by Steve Stubberg. Seconded by Rick Hopp.
Motion approved.

Old Business

1. Potential Grants

Carolyn Witt:

We periodically get things from the SHPO office (State Historic Preservation Office).

Sal Maniaci:

We don't have anything on the horizon that we're needing right now.

2. Education/Conferences

Carolyn Witt:

I went to the Missouri Preservation Conference in Joplin. I went to a thing on building codes in Historic Districts. I got a lot of really good information. They were talking about how if you are working on a historic building and you're working with your building department in your city - they have a tendency to go straight to the ordinance and say you have to have this, this and that. Well, a historic building is very difficult to retrofit often. A good example of that is our Farmers Market with the two apartments above. The City, Downtown Washington and the Chamber all worked together, and the fire department - because it didn't have a second exit. It's not sprinkled, but they put in fire prevention stuff. In other words, there were alternatives that they could do to make the building a viable two-family above the market. It's an income generating, tax paying, wonderful thing - our Farmers Market is. There were several preservation codes, there was a 1973 Virginia Preservation & Building Codes. Our building codes don't have a whole lot of preservation issues in it. We have a code, we have an ordinance of what we're supposed to do. What I would like is, I want to get a copy. There's an international existing building code, which is non-residential. Then there is an international residential code for builders. In that, there's an appendix AJ. Under the appendix, we could adopt the appendix - the city can independently. It says you must adopt separately and is quote, "If technically unfeasible and costly, the building can accept alternatives." We don't have anything that I'm aware of that particularly says that.

Sal Maniaci:

I don't think we have that specific appendix.

Steve Strubberg:

I think it's all been adopted. The international existing building code, the city has adopted that. Usually, they adopt all the appendixes. The International Code Council has a whole bunch of different codes. Most of those have been adopted. There are ordinances where there's exemptions or stuff that adds. They're going through it right now. Blake is involved. Fire chief is involved. Ken in our office is involved. A couple contractors. A lot of that is adopted.

Sal Maniaci:

There is going to be a 60 or 90 day comment period coming up for that. I'll make sure to look at that. We have always made our own appendixes on some fire lane changes and stuff. I don't think we've ever not adopted anything.

Steve Strubberg:

Correct. The only thing that I know of in a lot of these areas is the energy code. But the existing building code has been adopted for years now. It's very useful because it gives you some leeway when you are going into a building. The biggest problem is when they start changing usage. If you're changing from residential to commercial - that's a problem. It's a good tool to get a lot of these buildings updated.

Carolyn Witt:

If we weren't already covered by that, I would wear my other hat and approach planning and zoning to see if we could do that. But if it's already done, that's terrific. I did learn a lot. The other thing I went to was on foundations. Something about - what are the shoes of your building and the different kinds of foundations in older buildings. I got a lot out of the meeting. It was good. That's why Steve is so valuable! This should be Steve's last meeting. If it is and the city council recognizes him because he's been on this commission a long time, if anyone can attend that. Hopefully you'll be recognized by the mayor for your years of service, which we're very grateful for.

Tyler King:

We have the state Main Street conference July 26-28th. We have a heck of a group going. We actually have up to 17 people from the community that will be there over the course of that week. Good showing from Washington.

Carolyn Witt:

Aren't you presenting?

Tyler King:

I will be, yes.

Sal Maniaci:

You can register at the event, if you still want to go. We'll be there Thursday and Friday for sure. Friday night is the awards.

Tyler King:

I'll be there Wednesday and Friday for sure. The Waterworks Building with Wash Mo On The Go is actually going to be a semi-finalist for an economic award.

Carolyn Witt:

It's really nice when we win a state award to get recognition.

3. Curb Appeal

Carolyn Witt:

Curb Appeal recognizes if somebody does something to the exterior of their house that is in keeping with the historic part of their building. It has to be something that is over 40-50 years old and in the historic district. Usually, we have kind of a subcommittee – we haven't done much of that recently.

4. Creating New History Award

Carolyn Witt:

Creating New History was created when Andy Unerstall was putting up new structures that reflect the brick – the historic district, they fit in. That was created, not just for him, but for Speckhals. They had a 4 story residential with retail on the lower level. We approached Immanuel Lutheran for their new sanctuary, but they never got back to us.

5. Budget Report

Sal Maniaci:

We haven't spent any money since our last meeting. Our budget is coming up October 1st. We typically do the same request each year. It allows for either new plaques or special projects. This year it went to help pay for the special projects for the centennial celebration. Earlier in the year, some of it went to the cemetery project. We always put in the same amount. That way it does allow members to ask for reimbursement for training and conference cost, as well as plaques if needed and grant matching costs.

Carolyn Witt:

There was some discussion I brought up that if you're in Kirkwood, they have signs recognizing the different Historic Districts. We have the Tibbe District, which is around the Tibbe house on Cedar and 4th. We're currently in the process of putting together an International Shoe Factory Historic District. If we had signage, that's kind of nice. If you're driving down the street and you realize you're in a historic district. – it tells you. That was something I thought we could look into when we have money next time. Whenever you're downtown and you go in a building and see the plaque, that's us. We paid for those, and they also did research to come up with the wording. Almost all of the historic buildings, unless someone chose not to do it, in the downtown historic district – the retail and commercial has been marked. We're not too thrilled about putting it on houses. You don't want people walking up to your front door to read your plaque. That is something that this commission had done and it makes me very proud to see that downtown.

Jeff Patke:

Sal, you said we keep the same line item in the general budget?

Sal Maniaci:

Yes. It just says Historic Preservation. It's not itemized. \$4,000 - \$5,000 for plaques, depending on if we had training. Then \$12,000 for matching funds for grants. The grants are typically a \$20,000 grant.

Carolyn Witt:

This last year, anything we had left – which was a lot, really – went to our centennial celebration. They were looking for support. We were the place to come.

Sal Maniaci:

It was mostly used to pay for the work to get the time capsule out of the cornerstone with Patke Restoration.

Carolyn Witt:

The year before that, we helped contribute to the sign at the city cemetery. Those are good things.

Rick Hopp:

Are all of the plaques up? I thought we had one or two.

Sal Maniaci:

At one point, someone on the commission had a list that was emailed around. I'd have to ask Jamie when she gets back.

Tyler King:

I'll have to check my file. I might have something.

Rick Hopp:

I put the last two or three of them up, but I thought there was one or two left.

Sal Maniaci:

I think Danielle may have still been doing homework on them when she left.

Carolyn Witt:

I think Bryan Bogue might know.

Tyler King:

I like your idea about the districts though.

Carolyn Witt:

We've gotten where the signage in town has become very much standardized. This is a good opportunity that we've got something to look at to say, this is the standardized signage. I know Darren as a whole is not into signage. It doesn't have to be a lot. You just put one as people enter the neighborhood – you see that it's a historic district.

Tyler King:

Keeping them uniform, I think, is key.

6. Information Plaques for Historic Buildings

Carolyn Witt:

We are kind of on hold with the information plaques.

7. Calvin Theatre

Carolyn Witt:

We've never gotten rid of the Calvin because we live and hope. The roof was fixed. That's a step in the right direction.

Other Business

Rick Hopp:

' Sal, do you have an update on the power lines? Are we progressing at all?

Sal Maniaci:

Yes. We worked with the Chamber on moving a switch gear - where that would be located and finalizing that equipment. The reason I think part of it took so long, is we got pushed on Ameren's schedule. After that, we tried to change their plans to put on the north side of Front St. - put the switch gear on the parking lot we lease from Union Pacific. Ameren needed something in writing from Union Pacific to do that. Union Pacific said we could not do that. It took about 6-7 months to get that no - so that put us back. Then we went back to the drawing board. We have now figured out we can put it up towards the Chamber lot. We went to the Chamber and asked them that for the switch gear itself. Now Ameren is finalizing plans and said we should have them by mid-July. Hopefully, in the next week or so, we should have the actual plans and then we have to get them worked into our auto-CAD. The good news is, we had already hired an electrician and ordered a lot of the equipment. So we shouldn't have to worry about switch gears and panels taking a year because we already ordered all of that. Once we get a contractor and get scheduled to go, we'll work with our street crews and it shouldn't take too long. My goal would be this winter, but I'd have to not be quoted on that in the paper because I don't know - to save a significant amount of money, we can use our own street crews instead of going out for bid. I haven't talked to Tony on their schedule for that. Two years ago when we started on this, they said as long as it was in the winter. If we could do it this winter, that would be ideal. As Carolyn already mentioned, Steve is stepping down. Thank you for all your work and recommendations over the years. Joe McGowan has been proposed and sent the application for him to fill out. Sherri requested that today and that application should be sent to council and the mayor for approval, this week I would assume. I'd have to look - most of our boards have a two week waiting period before it's proposed and voted on. We will have another opening with Jamie Holtmeier and there were a couple names thrown out via email. We can just have everyone fill out the application and council can decide.

Jeff Patke:

Steve, how long have you been on?

Steve Strubberg:

Eighteen years.

Jeff Patke:

Did you move on, or were you asked to move on?

Steve Strubberg:

I asked to moved on. I've volunteered for too much stuff in the last couple years. It's time to start shaving some of it off and some new fresh ideas need to be in here.

Carolyn Witt:

Joe McGowan was a good choice. He's an architect and he's involved with downtown. So he will be good. If any of you know of someone....

Tyler King:

I mentioned Katie Dickhaus, if we're open for nominations.

Sal Maniaci:

We have an application on our website now, have them fill that out and then they can bring that to the mayor.

Steve Strubberg:

Katie would be good. When I got on here, Marc Houseman was on, Ralph Gregory was on here.

Carolyn Witt:

I have a feeling, at the next meeting we'll probably have to vote on officers. Steve has been serving as vice chair. If I'm not here, unless someone would really like to be chair - which would be just fine with me - I am not unwilling to hang in here. We'll probably have an election because we'll have the new people. We are having a meeting next month. We have to make one up. The state requires that we meet at least four times and the year runs from October 1 to September 30. So we have to do it. We can't wait.

Tyler King:

It's part of being a CLG.

Carolyn Witt:

CLG is Certified Local Government, which enables us to be eligible for grants and that sort of thing. We use that money and the matching funds from the state to hire someone to do the research for the International Shoe Factory District. They put together all of that. When they have all the information, it has to sit for a year.

Sal Maniaci:

Yeah and they sent that off to them to review. It got shrunk down on what was actually eligible.

Carolyn Witt:

They haven't gotten back to us, but we've gotten all our ducks in a row and are ready to go. The district isn't as big as it could've been, because a lot of the homes have been altered. She said a lot of the garages were original, but a lot of the homes had been altered.

Sal Maniaci:

You have to have a certain percentage of the properties contributing to the historic nature of the neighborhood. The area we proposed - the original shoe factory - the homes that were built, the lots that were sold to pay for the shoe factory, was pretty wide. Over the years, they've been changed enough that the district that Landmarks was recommending was a lot smaller, but it was still worth submitting. What that

does is it gives property owners the ability to apply for historic tax credits if they want to.

Carolyn Witt:

It's nice. It would be our fifth historic district. It's really nice to have it defined.

Jeff Patke:

Sal, our Fifth St. Historic District doesn't include in this?

Sal Maniaci:

That was surveyed with a grant and it did not qualify. It didn't qualify for the national registry.

Rick Hopp made a motion to adjourn and Steve Strubberg seconded the motion. A vote was taken and unanimously approved. The meeting of the Washington Historic Preservation Commission ended at 6:35 PM.

The next scheduled meeting of the Washington Historic Preservation Commission will be held Monday, August 14th, 2023 at 6:00 PM in the Council Chambers of City Hall.

Washington Historic Preservation Commission Meeting
Council Chambers of City Hall
405 Jefferson Street
Washington, Missouri 63090

Monday, August 14, 2023 at 6:00 PM
Minutes

Call to Order - Roll Call

Present

Carolyn Witt, Chairman
Rick Hopp
Tyler King
Al Behr, City Council Liaison
Jeff Patke, City Council Liaison
Sal Maniaci, City Planner/Economic Developer

Absent

Bryan Bogue
Andrew Clary

Pledge of Allegiance

Approval of minutes from Monday, July 10, 2023. Due to not having a quorum, must move approval to next meeting.

New Business

1. Appointment to the Historic Preservation Commission for Deanna Fitzgerald will be on the council agenda for August 21, 2023

Carolyn Witt:

We will be getting some new people. Joe McGowan said he would replace Steve Strubberg, because we need an architect. We have Mr. Poepsel and Deanna Fitzgerald, who was recommended by Andrew Clary. I had also approached Katie (Dickhaus). In the past, we always had the head of the museum. We had Ralph Gregory, when I first started, as a liaison or advisory. It's important to include the historic museum and historian/archivist/executive director of the Washington Historical Society because they have a vested interest. Not only in the downtown historic districts, but the buildings. That is why Katie is here tonight - there was a discussion about the mural, which we will talk about later. Hopefully, by November, we will be back up to 7 members. We only meet 4 times per year, or as needed. If there is a demolition request, that grabs our attention. Most of our business takes place online. When something is being reviewed, we can often do that through email.

Sal Maniaci:

Just to clarify on that, with our mandatory review/voluntary compliance – if they are not utilizing any funds, there is really nothing holding the permit up. The point of this board is to be a resource and give comments back. If there isn't a meeting scheduled but the permit is ready to be issued, or changed via comments, we can send them the comments of the board – to issue their certificate of review. If they are requesting public funding or tearing something down, it will be put on hold until we can have a meeting.

Carolyn Witt:

Mr. Patke (John) was going to come and speak about mandatory review/mandatory compliance, but he's not here so we'll put that off. That has been bounced around a lot over the years. They approached the city council quite a while ago – maybe 2012 or something like that. The general attitude was they did not want to support that. They want voluntary compliance. We are hoping that if we structure certain things, then it might be agreeable to adjust the ordinance for some things to be mandatory compliance. Right now, if it's in the TIF district and they use public funding, then we have mandatory compliance as well as mandatory review.

Sal Maniaci:

We have, over the years – say since 2017, chipped away at that. Obviously, the public funding has always been there for using TIF funds, or small TIF funds, or some type of special grant. It doesn't say it has to be TIF, just any public funds – it is mandatory/mandatory. We have, since 2017, chipped away a little bit for the signage – which we'll talk about on the next item. Signage was always mandatory review/mandatory compliance. As we got more reviews and we realized signs change and become more modern, we originally had no electronic message display. It wasn't in there at all, it was just voluntary compliance. 2018 is when I think we passed it, we passed a law for historic preservation that no electronic message display boards (so changeable copy) and no backlit cabinet signs or any signs that don't have indirect lighting shown on them – are either straight up prohibited or a design has to be brought to Historic Preservation and they have to vote on it. That becomes mandatory/mandatory. That's the next item on here. We have done that before once. Ironically, it never happened. If you remember, Elijah McLean's originally did ask for an indirect lit sign. It had backlit portions in the logo and they had a crawl message display that was going to be black and white only. They came in with renderings and a design that satisfied the board at that time. The commission did issue that permit and basically waived it. It's essentially a variance, but doesn't have to go to the variance board. This board can approve electronic signs that they see fit. Right now, that's really the only mandatory mandatory that comes into without any public funding. If someone were to come in and want a straight up cabinet 70's style sign with fluorescent lights behind it on a strip mall,

we would have the ability to say, no, you cannot have that, even if they're asking for money or not.

Jamie Walters-Seamon:

With Elijah's sign, we said they could do it with conditions.

Sal Maniaci:

Yeah, it was very conditionalized. They never ended up going forward with that. But that's the whole point. This board has the ability to do that on signs. We've chipped away at that mandatory, mandatory a little bit. I know I talked to John, too, a little bit, and since he's not here, I don't want to get too far into it because I know he had some things to say as well. I would almost recommend that we do a subcommittee on what mandatory, mandatory we would be proposing. Just from what I've heard in the past, it is a very strong uphill battle because you are getting to the point where you're telling people what they can and cannot do with their property, one. But two, you have to make sure there are items that we have a lot of knowledge of. If you start getting into architectural styles, even if it's on decks, patios, and awnings, if it's not specifically written in our code based on the knowledge we think we have and you have an architect come up, they may have a proposal that, in all reality fits it, but it doesn't meet our code to a T and that has its own issues. Actually, Steve Strubberg warned us against that as well. In Webster, that actually halted a lot of development because of the fact that they had mandatory, mandatory without a proper review board that was trained in any type of architectural review. I just wanted to throw that out – nothing I think we should willy nilly just say, yeah, let's throw it on there. If we're serious about it and want to bring it back to council, get a committee and determine what items - is it just painting? Is it windows? Is it awnings?

Carolyn Witt:

Well, from what I understand, a lot of the discussions have been that it would be similar to the sign where it would be something specific that we do have knowledge about and are comfortable. We are an advisory board, so hopefully we can convince people without having to have a stick. But it doesn't always work out that way.

Sal Maniaci:

And that would be another thing to talk about is enforcement, because there is no building permit to paint your building. So if someone could just show up on a Saturday and just start painting their building – I don't know how we can we put a stop work order on and then they completely walk away. Then you have a half painted building. So there's a lot of things to work through. I'm not saying it wouldn't be all for it. We have the Sherwin Williams Downtown Washington guideline. I think we have the basis very easy to say, we already did the homework. It's just getting the compliance and the policing of it upfront and get council on board. I do think it's a baby step.

Carolyn Witt:

We're not trying to leap off the cliff here. It's difficult because if it doesn't require a building permit, that is what usually kicks something onto us for a review, is they get a building permit. Jamie knows they're out there, and she says, You have to go before the Historic Preservation Commission. You're in a historic district. But there are lots of things that they don't need a building permit for and then you're up a creek because we have no idea and something appears. It's very hard to advise if it's already in existence.

Rick Hopp:

I guess that's my question, and I've asked this before. There's some examples I can bring up, but I'm not going to. But people have painted signs or put signs up that I don't think belong downtown. But what repercussions can we... We can't do anything about it. It's there. Somehow we need to work this through council to get... I mean, they don't even ask. It just goes up. I think we need to get this through council because some of these psychedelic signs, they don't belong in our historic downtown. It's just not right. If you need to form a committee to do something like that, count me in.

Sal Maniaci:

Well, with city attorney involvement, because I'm confused, is it a zoning violation where it's 500 dollars a day until you come into compliance? That's what a typical zoning violation is. I've also, in the seven years I've been here, never seen us actually ticket someone. We send them a nasty gram and then it gets fixed. With painting, I do think at the end of the day, it would be worth putting the committee together to what are we wanting to tackle and how is it actually done?

Carolyn Witt:

Well, especially if by November we have a full complement, we'll have more people to draw from to form a committee. That would be good.

2. John Patke will be present to discuss Mandatory Review / Mandatory Compliance

John was unavailable. Will be put on a future meeting.

3. Design Review for sign (info to follow)

Sal Maniaci:

They are not able to be here tonight. But because we're meeting in person, I wanted to bring these up for everyone. I pulled the email first. They're willing to come to another meeting. There were some crosshairs on - I will be completely honest, I emailed the wrong Deb when I confirmed this meeting. Then when I confirmed today, she said I didn't know anything about it, so that was completely my fault. I just had the wrong email. But this is the old Knights of Columbus Turner Hall. I'm sure everyone's aware it has gone through quite a bit of renovation. They've gotten their interior permits and followed all the rules there. They did paint it without having to go through anything. But again, currently they don't have to, an existing painted structure. They are wanting to put up some new signage. Here you go. This is looking west of the property, so standing in the parking lot. They

do have a short-term lodging, a loft, and they have two options here, one for larger, one for a little bit smaller. These are considered backlit signs because they are illuminated from behind. Now, that's why I said I wanted to bring it to the commission to determine if it met our intent or really, I think I will say when we wrote that it was to get rid of the box signage. There are other backlit signs in the downtown district. The bank of Washington is considered backlit with the George Washington face. Keller Williams, that's a little bit older, but it happens. The Cellar. And so, if it has a little bit different design than that's just where I said, well, you're going to have to go through. So here are two options on the Heritage Loft side. I guess the historic name was the Verein Hall. They have Verein over here on the main commercial entrance that would actually bring you into a portion of the hall. So the Verein sign there. But again, it would be backlit, illuminated, which again, we've done with Swallows Nest as well as long as it is almost giving it a silhouette look rather than cabinet signs.

Jeff Patke:

Where have we just seen Verein? Was it just in the newspaper?

Tyler King:

Yes, they showed the inside in the paper.

Jeff Patke:

Is the entire renovation loft, or is there something else?

Tyler King:

No, her intention is to have a loft on the back side there, as you saw. They're doing an adult slushy bar on the north side of the building. It's a very large building. Social club there, as you can see. If you remember going in the building, it's just a big gym, basically. They still have that intact. It's very nice looking on the inside. In the basement, they're going to do a shared kitchen workspace, basically, where you can go in and rent different kitchen spaces. Commercial catering kitchen. Then on the northern side of the building in the basement, they have almost, how do you want to say, like a pop up shop in a sense.

Sal Maniaci:

Retail incubators.

Tyler King:

Yeah, there you go, perfect.

Sal Maniaci:

Basically, if someone wants to start trying to sell things downtown but doesn't want to sign a year long lease, they can rent commercial space month to month without having to put in a bathroom and do all that.

Tyler King:

It's a very, very nice addition to the downtown district.

Sal Maniaci:

I will say I think they prefer to do a full presentation. For the sign purposes tonight, I told them I would start this conversation. If there were any major glaring concerns, I could send comments back to them and they can come back to another meeting.

Rick Hopp:

Sal, do you have a close up of the sign of what they're proposing?

Sal Maniaci:

Well, the Social Club is right here above the door.

Rick Hopp:

Yeah, I see that - but I mean on the east side?

Carolyn Witt:

So they're lit letters?

Jeff Patke:

Individual lit letters is what you're saying?

Rick Hopp:

Are they individually lit?

Sal Maniaci:

Yeah, from the back.

Al Behr:

So think of the Bank of Washington signs, protruding from the building and the lights are behind it.

Jeff Patke:

So it's not going to put off light onto the parking lot. It's just a matter of lighting up the letter.

Sal Maniaci:

I wouldn't consider it cabinet signing, but it is technically backlit.

Rick Hopp:

There's not a cabinet built on it.

Carolyn Witt:

Not a box.

Tyler King:

Not like if you were to look at the Keller Williams sign on the Schroeder building, it's not like that.

Sal Maniaci:

Individual letters fasten into the building.

Carolyn Witt:

I feel bad about that pop-up shop. If it's in the basement, it's not exactly walkable, friendly.

Tyler King:

Well, they do have a ramp now. They did a ramp on the east side of the building there.

Sal Maniaci:

I guess the question on this, do we have a preference on the size. This first one goes pretty much the length of the building. The second one bound to the second window. It says the same thing.

Carolyn Witt:

I think smaller is better, maybe. What do you think?

Al Behr:

I'm not a voting member. But from my standpoint, I like the signs that are backlit like that. I think they look very classy. I like the, what the Cellar did down there is the same type of thing. They just did the reverse. They're cutting out the letters and back lighting a round circle. I guess it depends on how much light you have behind them.

Rick Hopp:

Are we creating a precedence then?

Al Behr:

I think it comes down to what your describing, that you don't have the cabinet.

Carolyn Witt:

Which is better.

Sal Maniaci:

I think that's the point because each one is cut custom often when we get these. That's why we wanted it to come before the commission so it can be approved on a case-by-case basis. Yes, this is not a cabinet sign with fluorescent tubes behind it. This is a custom sign where individual letters fasten to the building or if they had a logo like the Swallows or Oak and Front.

Tyler King:

I think it looks slick. It's got a modern approach to it. I know it's iffy when we talk about backlit signs. I keep going back to this Keller Williams sign. I think that looks terrible in our downtown district. I don't like it at all, but it's a cabinet. This is different than that. I agree with you, Al. I think it's slick-looking. But to Rick's point, I know we've already approved a few. Do we want to continue down that path, or do we want to put a stop to that.

Carolyn Witt:

Well, I think we're still making a decision on each one that comes before us. So, if it was more objectionable, this is not as in your face.

Rick Hopp:

Well, and that's the point I was going to bring up. Can we suggest a lower output of light instead of something that looks like Vegas? I guess if we're going to agree to it.

Tyler King:

Like the lumen? How much lumen they put out? Valid question.

Jeff Patke:

Well, that was my question. Does it put light onto the parking lot? That's what I'm getting at. Is it illuminating out, or is it just low lumens is going to illuminate the letters? In that case, it does look classy.

Rick Hopp:

Well, they already have two outside signs that are mounted halfway up on the building. You can land an airplane at nighttime on it.

Jeff Patke:

On that building?

Rick Hopp:

That shine on the parking lot. It's bright.

Tyler King:

What's that C right there, Sal?

Sal Maniaci:

Internal and external illuminations. Concentrate the illumination upon the area of the sign so as to prevent the glare upon the street of adjacent property. We've had this happen with other signs where if it becomes an issue and they call, we can say this is glaring, you need to turn it down.

Jeff Patke:

We have something where you can see – the Sonic sign was too bright one time and we measured that.

Sal Maniaci:

The foot candles. I think that's technically on the electronic message display. Yeah, so on that you have like 10 during daytime hours versus nighttime hours, because if you keep it at the same brightness at night that you have during the day, it's going to be glaring. That is for different types of stuff.

Carolyn Witt:

Well, would we approve it with that addendum that if they can tone it down?

Tyler King:

As long as it's not shining on the parking lot, is what you're saying?

Al Behr:

Call out the bullet point there that you were looking at and say you're still in a gray area there. You don't have a black and white X number of lumens to read, but at least it's there.

Sal Maniaci:

Then the smaller one is what's preferred.

Al Behr:

If you go to point number two right below it, that's where it's talking about back with cabinet signs. You call out cabinets right there, so it's not a cabinet sign.

Rick Hopp:

If they can hold the lumens down, if they would agree to that, then I'll make a motion.

Carolyn Witt:

It would still be readable, but it wouldn't be blinding neighbors.

Rick Hopp:

Does that make sense?

Jeff Patke:

It makes sense to me, Rick, but I want to make sure that makes sense to Sal that you can put that in writing. If they hold the looms down, then I'll say yes.

Rick Hopp:

Let's control the brightness.

Al Behr:

So as to prevent glare, who determines what glare is and where it is, that's you guys at this point if you're approving it.

Tyler King:

I couldn't see that being a glare. Just logically thinking, I would not think that would put a glare on the parking lot.

Jeff Patke:

It could not put a glare on the parking lot and still be too bright - to Rick's point.

Tyler King:

I see what you're saying.

Jeff Patke:

Shining light on the parking lot is not the stipulation here. It's a matter of keeping the light at a dimmer just to light up the letters, not to light up the side of the building.

Tyler King:

So do we need to, with your motion, should we put in a point that they must follow? I know it's a gray area.

Sal Maniaci:

No, I think I could tell them that all sign codes, regardless of historic, have to meet this. And then if this is subject to... We have an officer who does zoning compliance and all things like this.

Al Behr:

Well, Andy's parking. We went through this.

Sal Maniaci:

Yeah, okay. I was trying to think of what that was.

Al Behr:

Andy's first open parking lot, we had to do that and they actually had to come back and tone it down. I mean, we've done it. Not as this board.

Carolyn Witt:

Well, it sounds good. I'll second. If you tell them it's been unofficially approved, because we don't have a quorum.

Sal Maniaci:

I need the application yet. When she sends that I will re-email it out with any changes she may have had or comments or I'll have Jamie do that, obviously. But she sent this last week and saying, hey, I know you guys have to approve this because it's considered backlit. What are your thoughts? I said, hey, we're actually meeting Monday.

Carolyn Witt:

She's not going to want to wait til November, so we can just do it by email. And if in the email you can explain what the discussion was or tell people to read the minutes, so they know where it's coming from. Any other discussion on that?

4. Design Reviews since last meeting approved by email (to be put on record):

- a. 205 Jefferson St. – sign for Euphoria Rage & Paint Room 7/31/2023

Carolyn Witt:

Now that's not hers, that's the other.

Sal Maniaci:

She owns it, but it's a different tenant.

Rick Hopp:

Sign is up.

Carolyn Witt:

Well, it was approved by email. We'll put that in the minutes officially that it was reviewed.

Al Behr:

I didn't think it was approved. I thought the emails were questioning how big and the colors and things.

Sal Maniaci:

Well it met the zoning code and then we can only send them comments. The size was fine.

Tyler King:

The mandatory review/voluntary compliance thing.

Old Business

1. Potential Grants

Carolyn Witt:

As far as old business, I don't think we have any potential grants going. The education and conferences, I know, Tyler, you went to the Missouri Main Street.

Tyler King:

Yeah, it was fantastic. We had a heck of a turnout. I think there was over 20 people on Friday we had at our dinner, and Washmo on the Go, and the

city of Washington won an Outstanding Economic Development Award for the Waterworks building, which is fantastic. So, Washington definitely had a good showing at the state conference. Absolutely. I was trying to pull up the next training here. It's in Jeff City on September 6th and 7th. A lot of us will not be attending because we have the Farm to Table dinner on the 7th, but they will have a training. If anybody did want to go, I can get you the details for that. That's what I was trying to pull up just now.

2. Education/Conferences

Carolyn Witt:

The only other thing under education, one of our things being a certified local government under the SHPO office in Jeff City is continuing education for the public. When we were talking at the Downtown Washington Design Committee, John Patke came up, had a lot of concerns. But one of them was that perhaps we could have a workshop for real estate people and anyone who is doing any business in a historic district and reinforce to them what the parameters are being in historic district, like mandatory review, voluntary compliance. Also, maybe we could hand out a map with the historic districts because a realtor should be able to tell somebody you're in the Tibbe or the Olive and Stafford historic districts. What that pertains to, it doesn't mean that you can't do anything to your building or any of that thing, but it also opens up for you to get grants. If we could have somebody from the SHPO office participate to let people know what kind of money is available. I know we've done similar things to this in the past. I would look at doing this in the next fiscal year, because we have no money. If we could provide lunch, realtors come if you feed them, I can tell you, and have an educational heads-up. The downtown district is hopping. Believe me, when we had one of these probably a decade ago, there was not much going on compared to recently. I'm just throwing that out as something I think we should look at, because that is our responsibility. We are supposed to be an educating forum as well as an advisory.

Tyler King:

Can I piggyback on that, too? These tools right here are fantastic. I think every new building owner needs to get these. I don't know how we get them to them. I try to stay up on it as much as I possibly can. Honestly, I haven't done my due diligence on getting this material, but I think from an educational point of view, getting this in their hands is key.

Carolyn Witt:

Well, to let you know what this is, this is a streetscape design guidelines that can be given to a developer, an architect, something to show examples. The idea is that you want new construction or changes in the existing construction to reflect the image and the existence of our historic downtown. What's really amazing about this is this is not the first edition.

We got funding for this through the DREAM initiative through the state. In the first edition, most of the pictures and examples were from other places. Currently, when you look in this book, most of these examples you see on the street, they're here. We are living this.

Tyler King:

What I was going to ask, and Jamie, I don't know the process that you get, when a permit comes in or occupancy permit that we know maybe the building is changing hands in a sense. Like I said, I usually have a pretty good pulse on what's going on, so I try to get ahead of it and meet with them beforehand or shortly thereafter. But sometimes things do fall through the cracks for me. Could this be something that if we get a new building owner, that we get this in their hands? I don't want to cause more work on you, obviously. I'm just trying to get ahead of the game. And that way when they do come to us and say, Hey, we want to make some alterations, or we want to make some changes, they already have the information, hopefully that they take the time to look at, that they can educate themselves on it, and that's just us getting ahead of it, more or less. But at the same time, we're still going to try to do our due diligence and get out there and be on the pavement, knocking on their doors, talking to them as well.

3. Curb Appeal

Carolyn Witt:

The other old business, Curb Appeal is an award that we give in recognition of someone that's done something external to the historic residence. We've had a subcommittee on this commission before, and it's kind of fallen. Well, they all left. That's something we need to look at when we have more people.

4. Creating New History Award

Carolyn Witt:

Creating new history was the same thing. We wanted to recognize someone who does new construction that honors and represents the historic district, which Andy Unerstall, the Speckles house down on Front, and we talked about Emmanuel Lutheran. They wouldn't accept it, but their new sanctuary fit. They didn't leave. They stayed downtown and built a new construction that fit the historic, even though that's on the fringe. Fifth Street is a new... It's not really a historic district, but it's close.

5. Budget Report

Carolyn Witt:

I know you're working on the budget.

Sal Maniaci:

We roll over the request. It's \$4,000 every year. That could cover special projects, training reimbursements, plaques that have been submitted.

Carolyn Witt:

It's been very handy. Two years ago, we contributed to the cemetery sign on the city cemetery. Then last year, we contributed to the Centennial of City Hall. We support historic events as they come along. Sal is very kind because he is our liaison to city council and in the budgeting process. He keeps his eye open for us.

6. Information Plaques for Historic Buildings

Carolyn Witt:

Informational plaques have been put on hold. If you go anywhere downtown, you see those on existing buildings. We hit the commercial buildings in the immediate downtown historic area, and it doesn't fit well to do houses because you don't want somebody walking up to your porch to look at your plaque on your house.

Sal Maniaci:

Someone mentioned last month about a list of ones we haven't done yet. I have not seen that and I couldn't find it.

Tyler King:

Jamie sent that out. Thank you for doing that, Jamie. It might be a good idea as we start filling the commission back up to revisit these in-depth and maybe make a subcommittee for these. Be diligent on them.

Carolyn Witt:

Yes, that would be great.

7. Calvin Theatre

Carolyn Witt:

Okay. There was a letter to the Mayor's Action Center. He had a concern about the Calvin. He blamed everybody. He blamed the city, the commission, the county, which has nothing to do with it, for not doing something - to what was the status. I sent an email back saying that, I did not contact him directly, but I said you're welcome to forward this to him. Every committee I'm on has that on the agenda. The core, the design, everybody is aware of it. But when you have an owner who refuses to do anything, and the only time the city has been able to really get anything done is if there's a threat to public safety. Which has been in the past several issues, which then the owner did address, but none of us are in a position to... He's not in a realistic mindset about selling because he'd been approached in the past about that.

Sal Maniaci:

It's been requested if why not condemnation, but frankly, then it's city council's liability.

Carolyn Witt:

Exactly. I wouldn't do that. I did not think we should do that. The city council, for the most part, needs to stay out of real estate. My own personal opinion. There have been exceptions where it's been very successful across the street, but that was a turnover and it was short-lived, relatively speaking. If any of you run into him or have... I mean, please. We are certainly aware of it. We constantly are more than willing to work with the owner, but it has not been very successful.

Other Business

Carolyn Witt:

That brings us to other business, which is why I invited Katie. Mr. Patke (John) had grave concerns about the promotion committee in downtown Washington encouraging a mural to be painted on the east side of the Missouri Mearsham building. John has knowledge of brick, and he and Katie apparently had been discussing that. If you'd like to come up and talk to us about... It's always good to get an authority.

Katie Dickhaus:

You can pass this around. Have you guys ever felt an original piece of brick? I'm assuming most of you have, but I have one. This is a new artifact that we received in the museum. I'm going to call it an artifact and focus on it as an artifact because that's how we view it at the museum and historically. This came out of the wall of the Gary Lucy Gallery building. When they were doing some repairs to the front, it is an old brick that has received a little bit of water damage over the course of its lifespan, which has been quite a long time. We're going to see. But you can touch it and see just—your fingers will get dirty—just how soft those bricks really are. I'll touch on that in a minute. But the reason I'm going to talk about it as an artifact is because it comes straight out of the ground from our community, all of our old brick, and then it has been formulated into a tool. When we talk archeologically, we talk about Native American tools that come out of the ground. They were made from items that were out of the ground. They tell us a story about the people, what they used, what resources were available to them and in our community and in our state, clay is a huge resource for us and has been over time. In the 1800s, most brick, and that's when our community was developing as first a village and then a town. But most brick was locally made on the small scale. Any clay that could be found was found from the ground and it was mined. This area is particularly rich because of the river resources that we have. That's why we have the downtown brick esthetic that we have. We as the historical society, but also others that are concerned with the esthetic of downtown and keeping that esthetic. We also want to make sure that we are promoting, keeping and preserving the history of those buildings and not just what was inside of them, but also the way they look and the materials that were used to make them. As you've seen and felt, those bricks are very porous. That's because early design of brick was air drying them, and then later they would be fired. But some of those early ones in that piece, particularly, because

it was on the interior of the build, it wasn't an exterior wall. Well, it was the interior part of an exterior wall, so it wasn't facing all of the weathering. It actually probably, and John and I had talked about this, probably wasn't a fired brick. Some of those old buildings that we talk about being original brick in Washington, some of them weren't even fired, and that makes them even more porous and soft. When you have porous, soft brick, when you put the mortar in between the bricks, the mortar will actually, because of the porousness of the bricks, the mortar is actually enveloped into the brick. It becomes one piece, chemically. You actually have to soften the mortar to pull them apart without ruining them and breaking them. That's why when you have a natural disaster, old brick buildings will fall in giant pieces, almost full walls, because they have become one full piece. In our community, farmers would find it difficult to farm the land because of the clay content. They would mine the clay out of their farms, and they would sell that to local brickmakers. In the 1850s and 1860s, we became known as brick town of Missouri. Because by the 1860s, we had four different brick manufacturers here in our community, in or near Washington. In 1847, I'm going to go back a little bit before we had a boom in brick making, we were already making brick, and we actually had several brick structures already in Washington. Henry Wellencamp visited Chicago and noted that there wasn't a single brick structure. In Washington, we already had several. He came back and started discussing this, and then we started seeing a boom. The first being Henry Heining, who began making bricks in 1850 for the first city hall, which was in this location here. By the 1860s, like I said, we were known as Brick Town. Have you guys seen this print? This is a famous print of Washington, Missouri. The original is held at the Library of Congress. Well, every one of the buildings, except one of these that are featured in Washington or near Washington, are brick buildings. Brick was not just one way that we created, we built our community, but it was THE way, the overarching, overwhelmingly popular way of building in this area. We have a current example of a farmstead in our community that the city of Washington works with us, the historical society, to preserve that represents this exact history and heritage in our community. That is the Kohmueller Farmstead. The Kohmuellers immigrated here in the 1840s to farm, and they had that very problem of not being able to farm the land because of the content of the clay. They began mining it before they ever started building with brick on that land. They actually had a log cabin at that time, which was the predominant way of building at that time because there was no formalized way of making brick or they couldn't afford to formalize the brick. They started selling the clay deposits. Then over time, their son ended up building what we now know as the Kohmueller House out of the brick that was fired from the clay that came from their ground. That ground is just as important to us as a museum, showing the divots, and it almost now looks like giant ruts in the sides of the hill. Those are just important to us as a society, as the building itself, because it represents, the two together represent this unique heritage that we don't want lost for our... That represents our German immigration as well. I just wanted to bring it to your attention that when I talk about brick and the historic significance of brick,

it has nothing to do with esthetics as much as it has to do with an actual physical representation of the history of our community and how we developed. Thank you for your time.

Carolyn Witt:

Thank you. I think the concern was that John seemed to feel that that brick on the side of that building would not benefit from a mural. The existing mural that's along Elm there, south of the landing, that's on a concrete wall, so it's not on a brick wall. We don't know if we'll have any feedback in what happens to that, but I think there is a concern.

Tyler King:

I'll be honest, I think the whole situation got blown out of proportion. I'll just leave it at that.

Carolyn Witt:

Okay, that's fine. As I said, our commission is not in a position to do anything about that, because painting doesn't require a building permit, is that correct?

Tyler King:

I think if it came down to it actually being painted, this commission would have a say in it.

Sal Maniaci:

Well, there was discussion before the Lime scooters left. There were monthly payments that were supposed to go towards promotion. So, if that went to a mural painting, that's publicly funded dollars, Historic Preservation would have a review of that, if it got to that point. But again, it was so early.

Tyler King:

There was just some miscommunication.

Rick Hopp:

Do they even have artwork or what kind of mural they're looking at?

Tyler King:

Yes. But again, it is so early on that, me personally, I would have taken care of it. The whole situation was blown out of proportion.

Carolyn Witt:

Thank you, Katie. That was good. Well, that was one of the things that I think we had talked about addressing.

Sal Maniaci:

Well, I think it's mentioned. Isn't there a whole thing in there about painting on brick?

Tyler King:

Yeah, it should.

Sal Maniaci:

That was our thing. If we often discourage painting brick, should we be even reviewing murals on brick? I think was the discussion that got brought to me. But then we never even got a proposal, so I just kind of dropped it. I'll get a list of pretty much everyone in this room to talk about and see who wants to join the committee

outside of a public meeting, what mandatory/mandatory you want to look at. I don't think there's a position that we should be anti-mural, but just in the correct location.

Carolyn Witt:

I agree.

Tyler King:

Exactly.

Sal Maniaci:

I mean, the one we have now of Washington, Missouri, obviously was not on brick, is a very popular spot. You Google Washington, Missouri and that's one of the first things that comes up. I think we want to encourage that. But I understand, because you don't want to be...

Tyler King:

It's the educational piece that needs to be put forth a little more.

Sal Maniaci:

You don't want to be hypocritical by Historic Preservation helping fund painting brick, and then a neighbor comes in and we're like – uh-uh, you can't paint brick.

Carolyn Witt:

Yeah, that's not the case.

Jeff Patke:

I don't want to speak for John, and I don't agree with him very often at all for obvious reasons. But I think his first concern was if you paint a 30 by 20 section of the side of the building, what it's going to do to the integrity of that brick? That's the bottom line, what it's going to do. Not that it's the wrong color, not that it's the wrong this. Not that the mural wouldn't look good, but over time, it's going to be a detriment to that brick, to what the mural does, all that stuff. That's where, at least his conversation with me, that all started from. Then maybe, like Tyler said, it's gotten blown out of proportion and the need for mandatory compliance might be pushing the buck on that. But, that's the reason why.

Katie Dickhaus:

To add to that, once it's done on an old brick, like on the particular building that we're talking about, it cannot be undone. Newer brick, you can do things to take it off and John would be able to speak to this better, which is why I didn't include it because I thought he was going to be here. But once it's on there, you have to paint over it. There's no undoing that. It permanently changes. If you are going to paint on it, you have to be very confident that you're going to love it forever. That's why we still see ghost signs on buildings because you cannot fully remove them from there. That imprint is always there.

Sal Maniaci:

There is a nice section in here, page 53 of leaving brick in its original, unpainted state, when possible. But obviously, it doesn't happen. It talks about how to take care of that brick afterwards, not stripping the brick, don't sandblast it. That is all stuff that'd be good for us to share. If someone buys a painted brick building and they want a different color, okay, make sure you don't sandblast it. Here's what you

need to do. That's why it'd be helpful to hand this out. I knew that this was in there and we had handed this out before.

Carolyn Witt:

Well, and John was very concerned with we, historic downtown Washington losing its identity if this sort of thing becomes... I mean, when you look at East Main Street, the old Modern Auto, not where H&R Block is, but the other two buildings. Then the thing that was the Fifth Street Lounge or whatever, no, what was the bar? Anyway, it's that building on Jefferson, and it's white.

Sal Maniaci:

I will say that this logo behind you, the city back in 2016, '17 hired a graphic designer, a local person, to come up with this. This just wasn't a red that they chose. This is actually called German brick red. There's meaning behind a lot of that.

Carolyn Witt:

It's still with us. Yes. I certainly don't want to ignore our mayor who is here. Do you have something to contribute?

Mayor Doug Hagedorn:

I think more discussion needs to be had. I've traveled a lot, as most everybody else has. I've been to Charleston, South Carolina. I want to work out what the codes are as to how they get their store to look. Do we want to go that far? My personal preference is yes, but that's just me because I think old buildings like we have are really cool and there's a big plus in maintaining that. How do we get there? I don't have all the answers, but I hope you guys have more of an idea.

Carolyn Witt:

Well, we're working on it, obviously. It's a work in progress.

Mayor Doug Hagedorn:

While I'm here, I've been busy, which is excuse.

Carolyn Witt:

No, you are. We're one of many boards and commissions that he's responsible for appointing to, and it's finding the right people. It's not easy. Do you have any questions after listening to us? This is a longer meeting than we usually have.

Sal Maniaci:

If you're looking at the public perception right now, a lot of things around the area are getting painted and you may have support to keep that from happening.

Tyler King:

There are communities, and we've done webinars and seminars and things like that. Jim Thompson's great with the state of Iowa, that we've watched webinars on how their communities like Charleston have their city ordinances in place to, in essence, mandatory, mandatory. It's restrictive, and people love it.

Carolyn Witt:

Well, or they don't.

Tyler King:

Or they don't, You're absolutely right. There's two sides of the coin, absolutely.

Carolyn Witt:

I've attended several Alliance of Preservation Commissions, a national meeting. They meet every other year. I haven't been to one recently, but I shared a bus seat with a lady from Santa Fe, New Mexico, and she was appalled. You can't tell people? No. Because there are places. And if you watch this old House on CBS, there's a lot of areas where, boy, it is. This is yes and this is no and there's no in-between. I think we need to keep a flexibility that we can make judgments on individual things. But when you see our... I always say this. I said this the other day. I had a postcard in the library that was from probably, I don't know, the turn of the century. Main Street or Elm was not paved. They had a horse-drawn parade going on. You were looking north towards... I don't know exactly where they were, but they were looking north into the block with Otto on the corner. You could see a steam train at the end of the street. That block has not changed a great deal. I'd hate to see it not. Well, it's now green, but it has not changed. We need to treasure that.

Jeff Patke:

Jim Peters has an alternative to painting on buildings. He paints the aluminum sign and then it can be attached to the side of the wall. I had a conversation with him last week. The old Angelina's sign is in the gallery in the back room and it's still just as vibrant as ever. He said it's just painted on aluminum and sign paint. Again, to that point, it's not just no, no, no. Hey, we really don't want that - here's an alternative. I think that's the main goal.

Carolyn Witt:

Well, and that is the goal of this commission. We are an advisory commission. When they come up and they say, this is what I want to do, we can say, well, have you considered options? And of course, a lot of times it's more expensive, which is painful. One of our really successful things is the Washington Coffee Shop. The guy came up with a Ziglin sign that was not... And that's before we had the sign ordinance change. And Bridgette was still with us. And Bridgette said, Have you looked at the picture of the original building? He said, No. And she said, If you look at that sign from the original grocery store or whatever was there, he went down and found Marc and Marc showed him the picture and he changed the sign. What you see on the Washington Coffee Shop with the gooseneck lamps, that's what was the original look. It's not often where that's successful in our...

Sal Maniaci:

We've had people come in and ask for the color palette and everything.

Carolyn Witt:

Which is great.

Tyler King:

It's just continuing that education.

Carolyn Witt:

Yes, that's what it's about. Well, if there's no other business, our next meeting, I see, is November 13th.

Sal Maniaci:

Would you guys like me to do a daytime committee meeting to discuss this mandatory/mandatory? I can invite John too. I just think that would be better.

Carolyn Witt:

I agree. Rather than doing it at this.

Tyler King:

If we do that, let's make sure this commission is full. That way we're not bringing anybody in after the fact. I would say let's wait until the commission is full.

Carolyn Witt:

I think we should wait until we get full membership. I don't think there's a rush necessarily.

Rick Hopp:

Agreed.

Carolyn Witt:

Rick Hopp made a motion to adjourn and I'll second. Motion carried and meeting adjourned. Thank you for being here.

The meeting of the Washington Historic Preservation Commission ended at 7:02 PM.

The next scheduled meeting of the Washington Historic Preservation Commission will be held Monday, November 13, 2023 at 6:00 PM in the Council Chambers of City Hall.

The Washington Historic Preservation Commission

would like to present

[name]

the

Creating New History Award

for efforts in appropriate infill for their property located at [street address], Washington, Missouri which is presented to property owners who respect the aesthetics of their surrounding historic districts in new construction.

date

Carolyn Witt, Chairman

Washington Historic Preservation Commission

City of Washington
Historic Preservation Commission
“Curb Appeal” Program Rules and Application

The Washington Historic Preservation Commission would like you to know about a program we started in the spring of 2004. In an effort to make our beautiful town even more beautiful, we have started a “Curb Appeal Program”. This program will recognize those owners or renters who take the time and make the effort to improve the outside appearance of their property. The rules and regulations are printed below along with an application. Whether you participate or not, we thank you for your part in keeping Washington a beautiful community.

Project may be business or residential, and can be an exterior project only.

Project must be completed within the limits of the City of Washington.

The owner/leaser or a bystander can submit nominations.

A picture of before and after is preferred, but not required.

The project must be compatible with the structure.

May include, but not limited to landscaping, tuck-pointing, glazing windows, new roof, or outside restoration of any kind.

The structure must have been constructed at least 40 years ago. If you do not know your date of construction, please contact the Washington Historical Society at 636-239-0280.

The Washington Historic Preservation Commission reserves the right to refuse any nominations. (i.e. vinyl siding) Questions? Call 636-239-1743

Public recognition and prizes will be given to those projects that the WHPC deems worthy.

Please Print or Type All Information Below:

Business/Organization Name: _____

Owner/Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ E-mail: _____

Year Constructed: _____

On the back of this form, please provide a description of work done to the property.

Authorized Signature

Date

Please mail your application and picture(s) to Curb Appeal Program, P.O. Box 144 Washington, MO 63090



Downtown Washington Low Interest Loan Program

The Downtown Washington Low Interest Façade Improvement Revolving Loan Program will offer financing for façade improvements, as well as hands on classes for historic building maintenance. The funds received will be subject to an application process and restricted to projects that adhere to the Design Guidelines adopted by the City of Washington and all other applicable ordinances. (Mandatory Review, Mandatory Compliance as determined by the City of Washington Historic Preservation Commission)

To ensure that these renovations and improvements are to the highest standards and contribute to the overall aesthetics of downtown Washington, we will be requiring inspections throughout the term of the loan. Each loan will be subject to a strict repayment schedule and will be administered by a board member who will also be a local bank's loan officer. Therefore, these loans will also comply with current banking standards. **Applicants may request funding for up to 80% of their total project costs. Up to \$100K up to 5 years at 1% interest. These funds may be utilized for exterior improvements to existing commercial buildings.**

Projects must meet all of the following criteria to be considered for this loan:

- Commercial or Multi Use
- Exterior renovations only
- Located in NAP boundaries (Missouri River to Ninth Street; Market Street to High Street)

Potential projects may include, but are not limited to:

- reinstalling bricked in or otherwise obscured windows
- replacing ill-fitting and/or non-compliant replacement windows
- removing inappropriate materials
- repointing brick
- repainting currently painted brick
- restoration of historic store fronts
- updating or adding signage and awnings
- professional fees such as: Architects, Engineers, Contractors and Permit fees

Funding may NOT be used for:

- property acquisition
- existing debt
- building demolition
- legal fees

These funds will be available to business owners and property owners alike. Business owners that do not own their buildings will be required to obtain written permission from the property owner to complete the façade improvements.

Each applicant will be reviewed by the Historic Washington Foundation (HWF) board of directors and bank loan officer prior to loan approval. Our standards will meet and or exceed the standards of the City of Washington Historic Preservation Commission (WHPC), but applicants will be subject to their review and must receive a certificate of appropriateness from said commission. Applicants must also adhere to any and all policies and procedures required by the City of Washington.



PO Box 144, Washington, MO 63090 636.239.1743 bkelch@downtownwashmo.org

APPLICATION FOR LOW INTEREST LOAN PROGRAM

Applicant Name: _____

Applicant Full Mailing Address: _____

Phone: _____ Cell: _____ Email: _____

Address of the building: _____

Owner(s) of proposed building: _____

What local historic district if the building located in? _____

What is the total cost of the project? \$ _____ What is the requested loan amount? \$ _____

Describe proposed work:

Requirements/Items needed check list:

- Plans/drawings, which illustrate the proposed changes
- Completed Personal Financial Statement
- Two construction bids minimum for the project
- Before photos of each existing condition(s) to be renovated
- After photos of each existing condition(s) to be renovated; Optional: Video of before and after
- Copies of your building, sign, awning or any other city permit
- Copy of your Washington Historic Preservation Commission certificate of review
- Copy of your Small TIF application (if applicable)
- Post a sign saying financed in part by Downtown Washington, Inc. (sign provided by DW, Inc.)

By signing this form, you agree that Downtown Washington, Inc. and/or the Historic Washington Foundation can showcase your photos, videos and project publicly to promote the loan program and district as a whole.

X _____ Date: _____

PERSONAL FINANCIAL STATEMENT

Statement of Financial Condition As Of ____ / ____ / ____

Applicant Name:	Business Phone
Co-Applicant Name:	Business Phone
Residence Address	Residence Phone
City, State, & Zip	

JOINT CREDIT APPLICATION	
By submitting this Personal Financial Statement, we intend to apply for joint credit.	
_____ Applicant Signature	_____ Co-Applicant Signature

ASSETS	AMOUNT (\$)	LIABILITIES & NET WORTH	AMOUNT (\$)
Cash in Bank (including money market accounts, CDs)		Notes Payable to Bank	
		Secured	
		Unsecured	
Cash in Other Financial Institutions (List) (including money market accounts, CDs)		Notes Payable to Others (Schedule F)	
		Secured	
		Unsecured	
		Credit Cards & Accounts Payable	
		Margin Accounts	
Readily Marketable Securities (Schedule A)		Notes Due to Privately Owned Businesses	
Non-Readily Marketable Securities (Schedule A)		Taxes Payable	
Ownership in Privately Owned Businesses (Schedule B)		Personal Residential Mortgages (Schedule D)	
Notes Receivable from Business		Investment Real Estate Debt (Schedule E)	
Notes Receivable from Others		Life Insurance Loans (Schedule C)	
Net Cash Surrender Value of Life Insurance (Schedule C)		Other Liabilities (List):	
Real Estate for Personal Use (Schedule D)			
Real Estate Investments (Schedule E)			
Retirement Accounts (IRA, Keogh, Profit Sharing & Other)			
Automobiles			
		Total Liabilities	
Other Assets (List):			
		Net Worth (Total Assets minus Total Liabilities)	
Total Assets		Total Liabilities & Net Worth	

SOURCES OF INCOME	
Salary	
Bonus and Commissions	
Interest & Dividends	
Real Estate Income	
<small>You need not disclose alimony, child support or separate maintenance income unless you wish the Bank to consider them in a credit decision.</small>	
Other Income (please itemize)	
Total Income	

CONTINGENT LIABILITIES	
As Guarantor, Endorser, or Co-maker	
On Leases or Contracts	
Legal Claims	
Provisions for Federal Income Taxes	
Other Special Debt	
Total Contingent Liabilities	

The information contained in this statement is provided for the purpose of obtaining or maintaining credit with the Historic Washington Foundation, (HWF), on behalf of the undersigned, or persons, firms, or corporations in whose behalf the undersigned may either severally or jointly with others, execute a guaranty in your favor. Each undersigned understands that HWF is relying on the information provided herin in deciding to grant or continue credit. Each undersigned represents and warrants that the infomration provided is true and complete, and that HWF may consider that statement as continuing to be true and correct until a writtent notice of change if given to HWF by the undersigned. HWF is authorized to make all inquiries deemed necessary and to obtain a consumer credit report from any reporting agency to verify the accuracy of the statements made herin, in connection with HWF's preliminary evaluation of undersigned, or during any periodic review of undersigned deemed necessary by HWF. HWF is auhtorized to answer questions about your credit experience with me/us.

Signature:	Date:	Social Security Number:
Signature:	Date:	Social Security Number:

Washington Historic Preservation Commission
Application for Certificate of Review

Address of subject property _____
Business name (if applicable) _____

Property owner name _____
Address _____
Phone number _____ Email address _____

Applicant /contact person name _____
Address _____
Phone number _____ Email address _____

Is this property located in the Design Review area? yes or no
Is this property located in a National Register Historic District? yes or no If so, which one?

- | | |
|-----------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Downtown Historic District | <input type="checkbox"/> Locust Street District |
| <input type="checkbox"/> Tibbe District | <input type="checkbox"/> Stafford-Olive District |
| <input type="checkbox"/> Brehe Farmstead District | <input type="checkbox"/> John B. Busch Brewery District |

Briefly describe property as it currently exists and enclose photographs of existing structure(s):

Type of Improvement

- New construction (new building, addition, etc.) Rehabilitate or restore Sign Demolition
 General Maintenance (re-roofing, wood repair, etc.) Other _____

Describe proposed exterior changes. MUST INCLUDE materials, colors, design and placement.
Specify if changes will match existing features. Attach a copy of elevations, if applicable, and a
rendering of proposed changes.

Applicant signature

Date



OFFICE: 123 LAFAYETTE STREET | WASHINGTON, MO 63090
CORRESPONDENCE: PO BOX 144 | WASHINGTON, MO 63090
636.239.1743 | INFO@DOWNTOWNWASHMO.ORG

Sign & Awning Grant Program

Purpose: The program has been established with the intent to encourage and provide financial assistance for improving the appearance, consistency, and overall effectiveness of merchant signage in the downtown area. Signs are as much a part of Main Street America as the buildings themselves. The primary function is to identify businesses to customers. In addition, signs also: Make an image statement of their respective businesses, contribute to the overall look of the individual buildings on which they are located and contribute to the overall look of downtown.

Program Requirements

1. Grants are available for up to 50% of the total cost of the sign or awning, as well as installation, with a maximum contribution of \$500. This is a matching grant. Each recipient may be awarded only one grant per calendar year. Design assistance is also available. Approval will be on a first come, first-serve basis.
2. The applicant may be the property owner or tenant. Tenant must submit the property owner's written approval of the proposed improvement.
3. The completed design or proposal for the project must be submitted to the Downtown Washington, Inc. office and approved by the DW, Inc. Design Committee before any work begins. Changes made to the project design or proposal after approval by this committee will not be eligible for funding.
4. The applicant will be reimbursed the amount of the grant upon completion of the project. A final invoice from the manufacturer and/or contractor will need to be submitted at this time along with the front and back of the canceled check that paid the sign maker.
5. Funds will be distributed a maximum of 90 days after completion of the project.
6. Business must supply before and after pictures.
7. Business must have two bids. Business does not have to go with the lowest bid, but we do need to see the comparison.
8. Business must supply all paperwork including but not limited to the application, city application(s) & permit(s), original invoice from sign maker, canceled check image showing the front & back of the check written to the sign/awning company.
9. All submissions must comply with city codes and ordinances. Where required, an approved City of Washington sign permit must be submitted with the application. City forms are included in this application.
10. All submissions must follow the design guidelines and be reviewed by the Historic Washington Preservation Commission. City forms are included in this application.

Eligibility

1. All business & property owners who are located within the Historic Downtown Washington District boundaries are eligible.
2. Eligible work may include the following: new signs, repair of existing signs, replacement of signs, awnings, window/door lettering, lighting, and labor.
3. In order to encourage historical accuracy, and to comply with design guidelines, the DWInc. Design Committee encourages front-lit signs. New signs and awnings must be lit from above, or from the front in order to qualify. No back-lit nor digital signs will be funded.
4. Businesses receiving sign grants must be a Downtown Washington, Inc. member, and must promise to remain a Downtown Washington, Inc. member until such time that the grant amount has been matched by dues. This is a grant, and there is no requirement to repay – just the pledge of your continued support.

Guidelines

1. Planned improvements must preserve the architectural integrity of the building and adhere, where possible, to the original design of the facade.
2. Paint colors should be harmonious with neighboring structures and/or indicative of the building and sign's historic character.
3. The size, color, shape, and position of a sign should complement the architecture and history of the building.

Selection Criteria

1. Aesthetic quality of the design proposed.
2. Potential impact on the attractiveness of the town, the streetscape, and the particular building.
3. Visual prominence of the sign and its location.
4. Enhancement or improvement significance to the town.

For more information: Downtown Washington, Inc. - Tyler King, Executive Director - 636-239-1743



OFFICE: 123 LAFAYETTE STREET | WASHINGTON, MO 63090
CORRESPONDENCE: PO BOX 144 | WASHINGTON, MO 63090
636.239.1743 | INFO@DOWNTOWNWASHMO.ORG

**Sign and Awning Grant Application
Downtown Washington, Inc. Design Committee**

Date: _____

Applying Business Name: _____

Applying Business Address: _____

Name of Applicant: _____ Phone Number: _____

Email address: _____

Description of project: _____

Will you be using the services of a graphic artist of professional sign company? Yes No

If yes, who? _____ Estimated Cost of Project: \$ _____

Proposed Start Date: _____ Estimated Completion Date: _____

I understand that in order for my request for funds to be approved, I must agree to work with and follow the recommendations of the Downtown Washington, Inc. Design Committee. I also understand that monies are granted on a reimbursement basis following completion of work, and that design changes not approved by the design committee will not be funded.

Signature: _____ Date: _____

Please Attach:

- Drawings/design of the proposed project with sample of colors to be used
- TWO Contractors cost estimate
- If applicable, a letter of authorization from property owner
- Washington Historic Preservation Commission Application
- Sign permit from the city

Designated Local Landmarks:

- 1130 Wildey Way & 1132 Wildey Way – Wildey Odd Fellows Cemetery & Columbarium
- 123 Lafayette St. – Old Main Post Office
- 124 Jefferson St. – Godt's/Gottfried's Cabin
- 317 W. Main St. – Farmers' Market / Bleckmann Building

Historic Districts:

- Downtown Historic District
- Tibbe District
- Brehe Farmstead District
- Locust Street District
- Stafford-Olive District
- John B. Busch Brewery District

ARTICLE X

HISTORIC PRESERVATION

SECTION 400.355 – PURPOSE AND INTENT

A. DECLARATION

The City Council finds and declares as a matter of public policy that it is the intent of this Chapter to:

1. Preserve, protect, enhance and perpetuate those structures, buildings and improvements which reflect significant elements of the City of Washington's cultural, artistic, engineering, historic or other heritage;
2. Foster civic pride in the beauty and accomplishments of the past;
3. Promote the use and perpetuation of significant structures within the historic preservation design area for the education, stimulation and welfare of the people of the City;
4. Develop and maintain appropriate settings and environments for structures within the historic preservation design area;
5. Preserve and encourage harmonious architectural styles, reflecting the City's distinct phases of its history;
6. Foster knowledge of the living heritage of the past;
7. Promote and protect the public health, safety and general welfare of the citizens of the City, including orderly development and coordination of municipal growth and services;
8. Minimize visual blight and avoid inappropriate and poor quality of design; and
9. Promote and encourage continued private ownership and use of buildings and other structures to further the objectives of this Chapter.

B. MAP

The area of the City applicable to these provisions of the Article were enacted by Ordinance Number 06-10020, enacted May 1, 2006, which adopted a historic preservation design area map that is on file in the City offices.

SECTION 400.360 - DEFINITIONS

As used in this Chapter, the following terms shall have these prescribed meanings:

ALTERATION

Any act or process that changes one (1) or more of the exterior architectural features of a structure including, but not limited to, the erection, construction, reconstruction or removal of any structure.

AREA

A specific geographic division of the City of Washington.

BOARD OF ADJUSTMENT

The Board established pursuant to Article XIII of this Chapter.

CERTIFICATE OF REVIEW

A certificate issued by the WHPC indicating its review of plans for alteration, construction, removal or demolition of a landmark or of a structure within a historic preservation design area.

COMMISSIONERS

Members of the Washington Historic Preservation Commission (WHPC).

CONSTRUCTION

The act of adding to an existing structure or the erection of a new principal or accessory structure on a lot or property.

COUNCIL

The City Council of the City of Washington.

DEMOLITION

Any act or process which destroys, in part or in whole, a landmark or a structure within a historic preservation design area or which threatens to destroy a landmark or a structure within a historic preservation design area by failure to maintain it in a condition of good repair and maintenance.

DESIGN GUIDELINE

A standard of appropriate activity that will preserve the historic and architectural character of a structure or area.

EXTERIOR ARCHITECTURAL APPEARANCE

The architectural character and general composition of the exterior of a structure including, but not limited to, the kind, color and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements.

HISTORIC PRESERVATION DESIGN AREA

An area designated by ordinance of the City Council and which may contain within definable geographic boundaries one (1) or more landmarks and which may have within its boundaries other properties or structures which, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic preservation design area. The historic preservation design area is defined by the historic preservation design area map.

LANDMARK

A property or structure designated as a "landmark" by ordinance of the City Council, pursuant to procedures prescribed herein, which is worthy of rehabilitation, restoration and preservation because of its historic and/or architectural significance to the City of Washington.

MINIMUM MAINTENANCE

The minimum regulations governing the conditions and maintenance of all existing structures, as set out in the 2003 Property Maintenance Code for the City of Washington as such existing structures code shall be amended from time to time by the City of Washington.

OWNER OF RECORD

The person, corporation or other legal entity listed as owner on the records of the County Recorder of Deeds.

PUBLIC IMPROVEMENT PROJECT

An action by the City of Washington or any of its departments or agencies involving major modification or replacement of streets, sidewalks, curbs, street lights, street or sidewalk furniture, landscaping or other portions of the public infrastructure servicing commercial, residential or industrial development.

REMOVAL

Any relocation of a structure on its site or to another site.

REPAIR

Any change that is not construction, removal or alteration.

STOP WORK ORDER

An order of the WHPC directing an owner, occupant, contractor or subcontractor to halt an action for which a certification of review is required and notifying the owner, occupant, contractor or subcontractor of the application process for a certification of review.

STRUCTURE

Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground including, but without limiting the generality of the foregoing, buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae and towers and swimming pools.

WHPC

The Washington Historic Preservation Commission.

SECTION 400.365 – HISTORIC PRESERVATION COMMISSION

A. COMPOSITION OF COMMISSION

The Washington Historic Preservation Commission shall consist of seven (7) members, all of whom shall be residents of the City of Washington, all of whom shall be appointed by the Mayor and approved by the City Council. The Mayor shall make every reasonable effort to appoint persons with a demonstrated interest in the historical preservation of the City of Washington. To the extent available in the community, the Washington Historic Preservation Commission shall include professional members representing such disciplines as architecture, law, real estate brokerage, history or any other fields related to historic preservation.

B. TERMS

The term of office of the members of the WHPC shall be for five (5) years, excepting that the membership of the first (1st) WHPC appointed shall serve respectively for terms of one (1) for one (1) year; one (1) for two (2) years; one (1) for three (3) years; two (2) for four (4) years; and two (2) for five (5) years. Vacancies shall be filled for the unexpired term only.

C. COMPENSATION

The citizen members shall serve without compensation.

D. OFFICERS

Officers shall consist of a Chairman and a Vice Chairman elected by the WHPC, who shall serve a term of one (1) year and shall be eligible for re-election. The Chairman shall preside over meetings. In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman. If both are absent, a temporary Chairman shall be elected by those present. The officers shall assure that the following duties of the WHPC are performed.

1. Preparation of minutes of each WHPC meeting.
2. Publication and distribution of copies of the minutes, reports and recommendations of the WHPC to the members of the WHPC.
3. Provision of notice as required herein or by law for all public hearings conducted by the WHPC.
4. Notification to the Mayor of vacancies on the WHPC and expiring terms of members; and
5. Preparation and submission to the City Council of a complete record of the proceedings before the WHPC on any matter requiring City Council consideration.

E. MEETINGS

A quorum of the WHPC shall consist of at least four (4) members. All decisions or actions of the WHPC shall be made by a majority vote of those members present and voting at any meeting where a quorum exists. Meetings shall be held at regularly scheduled times to be established by resolution of the WHPC at the beginning of each calendar year or at any time upon the call of the Chairman. No member of the WHPC shall vote on any matter which may materially or apparently affect the property, income or business interest of that member. No action shall be taken by the Commission which could in any manner deprive or restrict the owner of a property in its use, modification, maintenance, disposition or demolition until such owner shall first have had the opportunity to be heard at public meeting of the WHPC as provided herein. The Chairman, and in his absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the WHPC shall be open to the public. The WHPC shall keep minutes of its proceedings, showing the vote, indicating such fact and shall be immediately filed in the office of the WHPC and shall be a public record.

F. FUNDING

The City Council shall annually appropriate funds, within budget limitations, for the operation of the WHPC. The WHPC may, with the consent of the City Council, apply for, receive or expend any Federal, State or private grant, grant-in-aid, gift or bequest in furtherance of the general purposes of this Article.

G. POWERS AND DUTIES

The WHPC shall have the following powers and duties:

1. To adopt its own procedural regulations, provided that such regulations are consistent with this Chapter and the Revised Statutes of the State of Missouri.
2. To conduct an ongoing survey to identify historically and architecturally significant properties, structures and areas that exemplify the cultural, social, economic, political or architectural history of the nation, State or City.

3. To investigate and recommend to the City Planning & Zoning Commission and to the City Council the adoption of ordinances designating properties or structures having special historic, community or architectural value as "landmarks".
4. To investigate and recommend to the City Planning & Zoning Commission and to the City Council the adoption of ordinances designating areas as having special historic, community or architectural value as "historic districts".
5. To keep a register of all properties and structures which have been designated as landmarks or historic districts, including all information required for each designation.
6. To confer recognition upon the owners of landmarks and property or structures within historic districts by means of certificates, plaques or markers and to make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or historic district to another.
7. To advise and assist owners of landmarks and property or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation and reuse and on procedures for inclusion on the National Register of Historic Places.
8. To nominate landmarks and historic districts to the National Register of Historic Places and to review and comment on any National Register nominations submitted to the WHPC upon request of the Mayor or Council.
9. To inform and educate the citizens of Washington concerning the historic and architectural heritage of the City by publishing appropriate maps, newsletters, brochures and pamphlets and by holding programs and seminars.
10. To hold all meetings or public hearings specified in this Chapter, to review applications for construction, alteration, removal or demolition affecting proposed or designated landmarks or structures within historic districts and to issue certificates of review for such actions.
11. To issue stop work orders for any construction, alteration, removal or demolition undertaken without a certificate of review.
12. To develop specific design guidelines for the alteration, construction or removal of landmarks or property and structures within historic districts.
13. To review proposed zoning amendments, applications for special use permits or applications for zoning variances that affect proposed or designated landmarks and historic districts. The Zoning Administrator shall send applications for special use or zoning variations to the WHPC for comment at least fifteen (15) days prior to the date of the hearing by the City Planning & Zoning Commission or Board of Adjustment.
14. To administer on behalf of the City of Washington any property or full or partial interest in real property, including easements, which the City of Washington may accept as a gift or otherwise acquire, upon authorization and approval by the City Council.
15. To make recommendations to the City Council concerning the application for and utilization of any Federal, State or private grant, grant-in-aid, gift or bequest furthering the general purposes of this Chapter.

16. To make recommendations to the City Council concerning budgetary appropriations to further the general purposes of this Chapter.
17. To call upon available City staff members as well as other experts for technical advice.
18. To retain such specialists or consultants or to appoint such citizen advisory committees as may be required from time to time.
19. To testify before all boards and commissions, including the City Planning & Zoning Commission and the Board of Adjustment, on any matter affecting historically and architecturally significant property, structures and areas.
20. To develop a preservation component in the Master Plan of the City of Washington and to recommend it to the City Planning & Zoning Commission and to the City Council.
21. To periodically review the Washington zoning ordinance and to recommend to the City Planning & Zoning Commission and the City Council any amendments appropriate for the protection and continued use of landmarks or property and structures within historic districts.
22. To undertake any other action or activity necessary or appropriate to the implementation of the purpose of this Chapter.

SECTION 400.370 SURVEYS AND RESEARCH**A. IDENTIFICATION**

The WHPC shall undertake an ongoing survey and research effort in the City of Washington to identify neighborhoods, areas, sites, structures and objects which have historic, community, architectural or aesthetic importance, interest or value. As part of the survey, the WHPC shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts and photographs. Before the WHPC shall on its own initiative nominate any landmark for designation, it shall develop a plan and schedule for completing a survey of the City of Washington to identify potential landmarks. The WHPC shall then systematically identify potential landmarks and adopt procedures to nominate them in groups based upon the following criteria:

1. The potential landmarks in one (1) identifiable neighborhood or distinct geographical area of the City of Washington.
2. The potential landmarks associated with a particular person, event or historical period.
3. The potential landmarks of a particular architectural style or school or of a particular architect, engineer, builder, designer or craftsman.
4. Such other criteria as may be adopted by the WHPC to assure systematic survey and nomination of all potential landmarks within the City of Washington.

SECTION 400.375 – NOMINATION OF LANDMARKS AND HISTORIC DISTRICTS

A. GENERAL

Nominations shall be made to the WHPC on a form prepared by it and may be submitted by a member of the WHPC, the owner of record of the nominated property or structures or the City Council.

B. CRITERIA FOR DESIGNATION OF NOMINATION

The WHPC shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure or area meets one (1) or more of the following criteria:

1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, County, State or country.
2. Its location as a site of a significant local, County, State or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country.
4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.
5. Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, County, State or country.
6. Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant.
7. Its embodiment of design elements that make it structurally or architecturally innovative.
8. Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community or City, or the fact that it has yielded or may be likely to yield information important in history.
9. Its character as a particularly fine or unique example of a utilitarian structure including, but not limited to, farmhouses, gas stations or other commercial structures with a high level of integrity or architectural significance.
10. Its suitability for preservation or restoration.

SECTION 400.380 – REPORT AND RECOMMENDATION OF WHPC

A. TIME FRAME FOR ACTION

The WHPC shall, within forty-five (45) days from receipt of a completed nomination in proper form, adopt by resolution a recommendation stating whether or not the nominated landmark or historic district meets the criteria for designation in Section 480.040. The resolution shall be

accompanied by a report to the City Planning & Zoning Commission containing the following information:

1. Explanation of the significance or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation.
2. Explanation of the integrity or lack of integrity of the nominated landmark or historic district.
3. In the case of a nominated landmark found to meet the criteria for designation:
 - a. The significant exterior architectural features of the nominated landmark that should be protected.
 - b. The types of construction, alteration, demolition and removal, other than those requiring a building or demolition permit that should be reviewed for a certificate of review.
4. In the case of a nominated historic district found to meet the criteria for designation:
 - a. The types of significant exterior architectural features of the structures within the nominated historic district that should be protected.
 - b. The types of alterations and demolitions that should be reviewed for a certificate of review.
5. Proposed design guidelines, including minimum maintenance requirements, for applying the criteria for review of certificates of review to the nominated landmark or historic district.
6. The relationship of the nominated landmark or historic district to the ongoing effort of the WHPC to identify and nominate all potential areas and structures that meet the criteria for designation.
7. Any initial recommendation as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations and parking regulations necessary or appropriate to the preservation of the nominated landmark or historic district.
8. A map showing the location of the nominated landmark and the boundaries of the nominated historic district.
9. The recommendation and report of the WHPC shall be sent to the City Planning & Zoning Commission within seven (7) days following the vote on the resolution and shall be available to the public at the offices of the Zoning Administrator.

SECTION 480.385 – NOTIFICATION OF NOMINATION.

The City Planning & Zoning Commission shall schedule and hold a meeting on the nomination following receipt of a report and recommendation from the WHPC as to whether or not a nominated historic district meets the criteria for designation. The meeting shall be scheduled, held and conducted in the same manner as other meetings to consider applications for Zoning Map amendments or ordinance amendments. Notice of the date, time, place and purpose of the meeting and a copy of the completed nomination form shall be sent by regular mail to the owner(s) of record and to the nominators.

SECTION 400.390 – DETERMINATION BY THE CITY PLANNING & ZONING COMMISSION.

Within sixty (60) days following the close of the meeting of the City Planning & Zoning Commission, the City Planning & Zoning Commission shall make a determination upon the evidence as to whether or not the nominated landmark or historic district meets the criteria for designation. Such a determination shall be made upon a motion and vote of the City Planning & Zoning Commission and shall be accompanied by a report to the City Council stating the findings of the City Planning & Zoning Commission concerning the relationship between the criteria for designation described in **Section 400.375** and the nominated landmark or historic district and all other information required by **Section 400.380**.

SECTION 400.395 – NOTIFICATION OF DETERMINATION

Notice of the determination of the City Planning & Zoning Commission, including a copy of the report, shall be sent by regular mail to the owner(s) of record of a nominated landmark and owners of all property within a nominated historic district and to the nominator within seven (7) days following a determination of the City Planning & Zoning Commission as to whether or not the nominated landmark or historic district meets the criteria for designation, a copy of the resolution and report accompanied by a recommendation as to whether or not the nominated landmark or historic district shall be designated shall be sent to the City Council.

SECTION 400.400 – ACTION BY CITY COUNCIL**A. PERIOD FOR ACTION**

The City Council shall, within sixty (60) days after receiving the report and recommendation from the City Planning & Zoning Commission, either reject the proposed designation or designate the landmark or historic district by an ordinance. The City Council shall hold a public hearing before enacting the ordinance and provide notice and take testimony in the same manner as provided in **Section 400.385**. Any ordinance shall be accompanied by a written statement explaining the reasons for the action of the City Council.

B. WRITTEN NOTICE

After the public hearing, the City Clerk shall provide written notification of the action of the City Council by regular mail to the nominator, the owner(s) of record of the nominated landmark or of all property within a nominated historic district. The notice shall include a copy of the designation ordinance or resolution passed by the City Council and shall be sent within seven (7) days of the City Council action. A copy of each designation ordinance shall be sent to the WHPC, the City Planning & Zoning Commission and the Zoning Administrator.

SECTION 400.405 – APPEAL.

A determination by the City Council as to whether or not to designate a property as a landmark or historic district shall be a final administrative decision, as that term is defined in Chapter 536, R.S. MO.

SECTION 480.410 - THE DESIGNATION ORDINANCE.

Upon designation, the landmark or historic preservation design area shall receive the supplemental classification "H" for historic preservation design area and the designating ordinance shall prescribe the significant exterior architectural features; the types of construction, alteration, demolition and removal other than those requiring a building or demolition permit that should be reviewed for review, the design guidelines, including minimum maintenance standards, for applying the criteria for review of review; permitted uses; special uses; height and area regulations; minimum dwelling size; floor area; sign regulation and parking regulations. The official Zoning Map of the City of Washington shall be amended to show the boundaries of the supplemental zoning designation. Any designation of an area as a "historic district" shall be regarded as a supplemental zoning designation and shall not affect in any way the underlying zoning designation as provided in other Articles of this Chapter.

SECTION 400.415 – AMENDMENT AND RESCISSION OF DESIGNATION.

Designation may be amended or rescinded upon petition to the WHPC and compliance with the same procedure and according to the same criteria set forth herein for designation.

SECTION 400.420 – CERTIFICATE OF REVIEW — SCOPE.**A. MANDATORY DESIGN REVIEW**

This Chapter shall establish a mandatory design review for all developments located within the historic preservation design area as depicted on the Historic Preservation Design Review Map.

B. MAP EFFECT

The Historic Preservation Design Review Map and all the notations, references and other information shown thereon are a part of this Chapter and shall have the same force and effect as if such map and all the notations, references and other information shown thereon were all fully set forth or described herein, which Historic Preservation Design Review Map is properly attested and is on file with the City Clerk.

SECTION 400.425 – DESIGN REVIEW**A MUNICIPAL IMPROVEMENTS**

City Officials charged with design responsibility for any municipal improvement, structure or sign within the historic district shall hold preliminary discussions on the proposed project with the WHPC to obtain its preliminary recommendations with respect to environmental, historic, architectural, aesthetic and design considerations of the project. The WHPC shall review municipal improvements at the completions of the design development phase and construction document phase or at any other time it deems necessary to further the purposes of this Chapter. Any significant deviations from a plan approved by the WHPC shall be resubmitted to the WHPC for its further review and recommendation. The WHPC's recommendations on municipal improvements shall not be binding upon the City, but shall be considered in the decisions of City Officials and the City Council.

B. REQUIREMENT

No person shall begin or substantially change any development subject to review under this Chapter without first obtaining design review by the WHPC and obtaining a certificate of review or, in the case of demolition, a waiver as a result of review.

C. PERMITS

No City permit or approval shall be issued for any development for projects requiring WHPC review without first obtaining design review by the WHPC and obtaining a certificate of review or, in the case of demolition, a waiver as a result of review.

D. DEMOLITION

No demolition of any building or structure subject to review under this Chapter shall begin without first obtaining design review by the WHPC of the proposed replacement development and obtaining a certificate of review. In the event the applicant has not determined a replacement development, the WHPC may, after reviewing the effects of the demolition, issue a waiver of design review prior to demolition if it finds that the proposed demolition prior to design review would not be detrimental to the purposes of this Chapter. In the event of a finding by the City of an unsafe condition, an abatement order may be issued by the City without compliance with this Subsection; provided, that all reasonable efforts have first been made to preserve and correct unsafe conditions rather than damage or demolish valuable buildings, structures or objects.

SECTION 400.430 – EXEMPTIONS**A. NO CERTIFICATE REQUIRED**

The following activities do not require a certificate of review or review by the WHPC:

1. Ordinary repair or maintenance (to include painting).
2. Emergency repairs.
3. Interior remodeling or interior decoration.
4. Exterior facade improvements on structures located outside of the historic preservation design review area.

SECTION 400.435 – CERTIFICATE OF REVIEW REQUIRED**A. CERTIFICATE REQUIRED**

The following activities require a certificate of review or review by the WHPC:

1. Exterior facade improvements on all structures located within the historic preservation design review area.
2. All new construction to include primary and accessory structures within the National Register Historic Districts on the Historic Preservation Design Review Map and the historic preservation design review area.

SECTION 400.440 – DESIGN REVIEW — NOT BINDING ON APPLICANT

The recommendations of the WHPC set forth in a certificate of review shall be advisory only and shall not be binding on the applicant or any other person; provided however, that the applicant may, at his/her option, agree to certain binding conditions contained therein in the course of approval of a variance, special use permit or other City approval related to the development.

SECTION 400.445 – OPTIONAL PRE-APPLICATION REVIEW

Prior to submitting an application for design review and/or building permit, any person proposing a development which is subject to review under this Chapter may submit the plans required in **Section 480.170** in preliminary or sketch form so that the comments and advice of the WHPC may be incorporated into the plans submitted for application. Such pre-application consultations are encouraged to assist project proponents to achieve the best possible development and to facilitate timely review of the proposal whenever an application is made on the project.

SECTION 400.450 – DESIGN REVIEW — APPLICATION**A. APPLICATIONS FOR DESIGN REVIEW**

Applications for design review shall be submitted to the WHPC at the Planning and Engineering Services Department and shall consist of a completed application on a form prescribed by the WHPC, accompanied by a site plan showing the location of the building or buildings, parking, exterior lighting, signs and landscaping; exterior elevations of the front and side with a description of the type and finished color or exterior siding, windows and roofing to be used; detailed drawings of architectural features, signs and trim; historic and "as is" photographs of the subject building or site and adjacent structures. All diagrams shall be drawn to scale. The WHPC may request additional information necessary for their review and recommendation.

B. APPLICATIONS FOR A SPECIAL USE PERMIT

Applications for a special use permit pursuant to **Article V** or variance pursuant to **Article XIII** shall submit their plans for review and recommendation to the WHPC at least fifteen (15) days prior to the first (1st) hearing scheduled on the proposed development.

SECTION 400.460 – DESIGN REVIEW — PROCESS**A. NOTIFICATION**

Upon receipt of a completed application for review, the Zoning Administrator shall notify the WHPC and forward the application to its members.

B. PUBLIC MEETING

The WHPC shall set a public meeting time and place as soon as possible to review the application according to the design review standards established pursuant to Section 480.190. The WHPC shall request the applicant and may request any design professionals assisting the applicant to attend the meeting. If the applicant or the applicant's representative fails to attend the meeting, an alternate meeting shall be scheduled by the WHPC within thirty (30) days of the initial meeting; provided that in such event, the thirty (30) day review period prescribed in Subsection (E) of this Section shall not commence from the date of the application but shall instead commence on the date to which the meeting on the subject application is continued. Failure of the applicant or the

applicant's representative to attend either the initial or continued meeting set for review of the application shall constitute a failure of the application requirements and no permits shall be granted by the City on the project unless and until the applicant has reapplied for review and obtained a certificate of review pursuant to this Chapter.

C. REVIEW

The WHPC may, in the execution of its review, assign any portion of the review of any application to any member or committee of the WHPC; provided that final action to issue a certificate of review shall be made by a majority vote of the members present.

D. PROCESS

Upon receipt of an application for a permit for development subject to review under this Chapter, the Zoning Administrator shall:

1. Inform the applicant of the review requirements;
2. Report receipt of the application to the WHPC;
3. Assist the WHPC in considering building, zoning, sign and fire code requirements which may apply to the proposed development; and
4. Shall not issue any such permit until a certificate of review has been obtained.

E. PERIOD OF REVIEW

Unless an extension is authorized by the applicant, the WHPC shall complete its review within thirty (30) days of receipt of a complete application. In the event the WHPC fails to issue a certificate of review within such period, a certificate of review shall be deemed to have been issued without recommendation as if the WHPC had so acted.

SECTION 400.465 – DESIGN REVIEW — STANDARDS AND GUIDELINES**A. ARCHITECTURAL CRITERIA**

Design guidelines for review of applications for certificates of review shall, at a minimum, include the following architectural criteria:

1. Height - The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.
2. Proportions of windows and doors - The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district.
3. Relationship of building masses and spaces - The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.
4. Roof shape - The design of the roof should be compatible with the architectural style and character of the landmarks and surrounding structures in a historic district.

5. Landscaping - Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.
6. Scale - The scale of the structure after alteration, construction or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district.
7. Directional expression - Facades in historic districts should blend with other structures with regard to directional expression. Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alterations, construction or partial demolition should be compatible with its original architectural style and character.
8. Architectural details - Architectural details including materials, colors and textures should be treated so as to make a landmark compatible with its original character of significant architectural style and to preserve and enhance the landmark or historic district.
9. Signage - The character of signs should be in keeping with the historic or architectural character of a landmark or historic district. Character of a sign includes the number, size, area, scale, location, type (e.g., off-site advertising signs and on-site business signs), letter size or style and intensity and type of illumination.
10. Minimum maintenance - Significant exterior architectural features should be kept in a condition of good repair and maintenance. All structural and mechanical systems should be maintained in a condition and state of repair that will prevent decay, deterioration or damage to significant architectural features or otherwise adversely affect the historic or architectural character of structures within a historic district.

B. STANDARDS FOR REVIEW

In its review of proposals which are subject to this Chapter, the WHPC shall be guided by the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (revised 1983) including, but not necessarily limited to, the following standards for rehabilitation set forth therein:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure or site and its environment or to use a property for its originally intended use.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures and sites shall be recognized as products of their own time. Alterations that have no historic basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building. These changes may have acquired significance in their own right and this significance shall be recognized and respected.

5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.
6. Distinctive architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

C. ADDED OR MODIFIED STANDARDS AND GUIDELINES

In addition, the WHPC may also from time to time adopt by rule additional or modified standards and guidelines as authorized by the City Council as provided in this Chapter.

SECTION 400.470 – CERTIFICATE OF REVIEW

Whenever the WHPC has completed its review, it shall issue a certificate of review on form prescribed by the WHPC. The certificate of review shall include, but not necessarily be limited to, the following information: the name of the applicant, the date the certificate is issued, the location of the proposed development, a brief narrative description of the development, specific reference to any and all plans submitted by the applicant, whether or not the WHPC finds the proposed development to be contributing to the historic district and any and all specific design recommendations made by the WHPC on the application.

SECTION 400.475 EFFECT OF REVIEW ON OTHER APPROVALS

A. LIMITATIONS ON CERTIFICATE

Issuance of a certificate of review by the WHPC does not constitute or imply approval of any other permit or approval which may be required for the development.

B. AUTHORITY OF OTHER BODIES

No provision of this Chapter shall be interpreted as limiting the authority of the hearings body or decision-making body to impose conditions as authorized elsewhere in this Title.

C. APPLICABILITY OF OTHER PROVISIONS OF THIS CHAPTER

Properties subject to review pursuant to this Article shall be subject to the provisions set forth in this Chapter, as well as the bulk use, setback and other provisions of the zoning district in which they are located. Nothing contained in this Chapter shall be construed to repeal, modify or waive any applicable provisions of State or local laws, rules, regulations or ordinances.

D. LIMITATIONS ON POWERS OF WHPC

Neither the WHPC nor its members are delegated any executive or legislative power, authority or responsibility.

WASHINGTON HISTORIC PRESERVATION COMMISSION

(5 year term - Established August 1986)

2nd Monday in February, May, August and November - 6:00 p.m.

	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TELEPHONE</u>
Andrew Clary Washington, MO 63090 (H) 204 E. 2 nd Street (W) 1801 Heritage Hills Center Washington, MO 63090 Andrew.Clary@edwardjones.com	Feb.2016	Aug 2025	W- 636-239-5939
Rick Hopp 4 West Front Street Washington, MO 63090 rick@wiemanpues.com	May 2010	Aug 2025	C-314-280-0853 W-636-239-4741
Carolyn Witt - Chairman 616 Windy Ridge Drive Washington, MO 63090 cmwitt2@hotmail.com	June 2012	Aug 2025	H-636-239-2879
Bryan Bogue 310 W 12 th Street Washington, MO 63090 bryan@elitesurvival.com	Aug 2007	Aug 2026	H-636-239-5534 C-636-485-3343
Deanna Fitzgerald 206 East Second Street Washington, MO 63090 dddeanna@icloud.com	Aug 2023	Aug 2024	C-619-729-6528
Tim Poepsel 141 Monticello Drive Washington, MO 63090 tpoepsel@empacgroupinc.com	Sept 2023	Aug 2024	C-314-330-0492
Joe McGowan 1503 First Parkway Washington, MO 63090 jmcgowan@cochraneng.com	Sept 2023	Aug 2028	C-314-581-2407
Al Behr Liaison Assignment 11 East Main Street Washington, MO 63090 abehr@washmo.gov	May 2023	May 2024	H-636-390-9966

Jeff Patke
Liaison Assignment
209 Kimberly Court
Washington, MO 63090
jpatke@washmo.gov

May 2023

May 2024

C-314-604-2250

Advisory Committee

Tyler King, Executive Director
Downtown Washington, Inc.
PO Box 144
123 Lafayette Street
Washington, MO 63090
636-239-1743
tyler@downtownwashmo.org

Historic Preservation Program
Missouri Department of Natural Resources
Rebecca Rost
P O Box 176
Jefferson City MO 65102
Rebecca.rost@dnr.mo.gov

Consist of 7 members, residents of the City of Washington. Appointed by the Mayor and approved by the City Council. The Mayor shall make every reasonable effort to appoint persons with demonstrated interest in the historical preservation of the City of Washington.

CERTIFIED LOCAL GOVERNMENT AGREEMENT BETWEEN
THE CITY OF WASHINGTON, MISSOURI
AND THE MISSOURI STATE HISTORIC PRESERVATION OFFICER
(MISSOURI DEPARTMENT OF NATURAL RESOURCES)

The City of Washington, Missouri, in consideration of having been granted Certified Local Government status, agrees to carry out the following responsibilities as outlined in "Guidelines for Implementation of Certified Local Government Programs in Missouri", in cooperation with the Missouri State Historic Preservation Officer (SHPO).

1. Enforce appropriate local legislation for the designation and protection of historic properties;
2. Establish by local law an adequate and qualified historic preservation review commission composed of professional and lay members;
3. Maintain a system for the survey and inventory of historic properties with such inventory retained in perpetuity, per Section III.C. of the "Guidelines for Implementation of Certified Local Government Programs in Missouri;"
4. Provide for adequate public participation in the local historic preservation programs;
5. Review and comment on all proposed nominations to the National Register of Historic Places for properties within the City of Washington's jurisdiction, and within 60 days of receiving the nominations inform the Missouri SHPO and the property owner(s) of the separate opinions of both the local commission and the chief elected official as to whether or not the nominated properties meet the criteria of the National Register;
6. Submit an annual report to the Missouri SHPO of the local commission's activities during the past year within 60 days following the end of federal fiscal year (September 30), and maintain all records documenting those activities for a period of five years;
7. Ensure that each commission member attends at least one informational or educational meeting, approved or conducted by the Missouri SHPO, pertaining to historic preservation;

Additional responsibilities identified below are optional. Please check those responsibilities that the City of Washington wishes to undertake.

- 8. Assist the Missouri SHPO, if necessary, to verify the names and addresses of property owners in proposed National Register historic districts generated by the City of Washington;
- 9. Assist the Missouri SHPO, if necessary, to verify the property legal descriptions of proposed National Register nominations generated by the City of Washington;
- 10. Ensure that all documentation for properties submitted to Missouri SHPO for determination of eligibility for listing on the National Register of Historic Places by the City of Washington satisfies Missouri SHPO survey and inventory requirements;
- 11. Assist the Missouri SHPO in monitoring the physical condition of all properties within the City of Washington's jurisdiction upon which the Secretary of the Interior holds restrictive covenants (see attachment);
- 12. To the extent practicable, upon request of the Missouri SHPO, occasionally assist with state-sponsored historic preservation activities within the City of Washington's jurisdiction.

Sevyl J. Perrot
Chief elected official,
City of Washington, Missouri

9/16/86
DATE

Wayne E. Gross
Wayne E. Gross
(Deputy Missouri State Historic Preservation Officer)
Director, Division of Parks, Recreation, and Historic Preservation
Missouri Department of Natural Resources

9/8/86
DATE



December 12, 2023

Honorable Mayor and City Council
City of Washington
Washington, Missouri

Re: File No. 23-1202-Preliminary Plat -Stone Bridge Development Phase II

Dear Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission, held on December 11, 2023 the Commission reviewed and approved the above request with a unanimous vote.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier". The signature is written in a cursive style.

Thomas R. Holdmeier
Planning & Zoning
Chairman

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: December 11, 2023

Re: File #23-1202– Preliminary Plat – Stone Bridge Plat 2

Synopsis: The applicant is requesting approval of Stone Bridge Plat 2 – a 51 lot subdivision

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family Under Construction	R-1D
South	Single Family Under Construction	R-1D
East	Vacant Land	N/A
West	Single Family Under Construction	R-1D

Analysis:

The applicant has submitted a preliminary plat on newly annexed 18.72 acres that was previously the Koch Farm and a portion of the Kleekamp Farm. The plat consists of 51 single-family lots and two proposed streets, Lane Spring Road, and Nat’s View.

The plat shows an extension of Koch Cattle Drive, which is a part of Stone Bridge Plat 1. Lane Spring Road will intersect Koch Cattle Drive, and Nat’s View will intersect Lane Spring Road. Lane Spring Road is a cul-de-sac street with more than 10 homes accessing it, so it is shown to be 35 ft. wide within 50 ft. ROW. Nat’s View is also a cul-de-sac street, but since it will have less than 10 homes accessing it, it is allowed to be 30 ft. wide within 50 ft. ROW and parking will be limited to one side of the street. Koch Cattle Drive is stubbed out for future connection. This road is less than 450 ft and does not need a temporary turnaround.

The plat meets all easement, lot size and access requirements set forth in the City Code. The property is zoned R-1D Single Family Residential allowing for lots as small as 7,500 sq. ft.

Recommendation:

Staff recommends approval of preliminary plat for Stone Bridge Plat 2 under the following conditions:

1. Improvements must be completed per approved construction plans prior to a final plat being approved or a performance guarantee must be approved accompanied by a letter of credit or escrow.

23-1202

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

PRELIMINARY PLAT APPLICATION

Date: 11-22-2023

Applicant Information:

Name: Northern Star Homes, LLC. Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Do you own the subject property? Yes No

If not, please provide ownership information here:

Name: Northern Star Homes, LLC. (owner by contract) Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Name of Proposed Subdivision: Stone Bridge Phase 2

Number of Lots Proposed: 51 Zoning District(s): R1D

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

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

APPLICANT'S SIGNATURE:


APPLICANT/COMPANY NAME (Printed):
Northern Star Homes, LLC

LANDOWNER SIGNATURE(S):

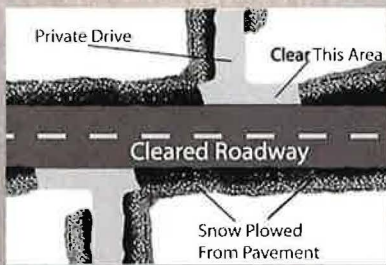

LANDOWNER NAME (Printed):
Northern Star Homes, LLC.
VMH LLC. (same ownership)

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