

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, MAY 20, 2024 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance

Approval of the Minutes from the May 6, 2024, Council Meeting

Need Motion/Mayor

Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor

Memo

- a. Change Order #1 – 2024 Steriger Avenue Shared-Use Path Extension Project
- b. Liquor License Application – Sushi King Washington Inc
- c. Liquor License Renewals

2. PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Reappointments

- a. Police Department Reappointments

Approve/Mayor

3. PUBLIC HEARINGS:

- a. Special Use Permit - 414 Cedar Street - Short-Term Rental
- b. An ordinance granting a Special Use Permit to utilize 414 Cedar Street as a Short-Term Rental in the City of Washington, Franklin County, Missouri.
- c. Review of Code Changes - Chapter 420 Stormwater Management Standards
- d. An ordinance repealing Chapter 420 of the Code of the City of Washington, Missouri and enacting in lieu thereof a new Chapter 420.
- e. Review of Code Changes - 425 Fire Hydrants and Connections
- f. An ordinance amending Sections 425.010, 425.015, 425.020, and 435.000 of the Code of the City of Washington, Missouri.

Accept Into Minutes

Memo

Read & Int/Read/Vote/Mayor

Memo

Accept Into Minutes

Memo

Read & Int/Read/Vote/Mayor

Accept Into Minutes

Memo

Read & Int/Read/Vote/Mayor

Memo

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

- a. E-Scooters

Discussion

Memo

7. ORDINANCES/RESOLUTIONS:

- a. An ordinance authorizing and directing the execution of a Supplemental Agreement No. 1 with Civil Design, Inc. for the Washington Terrace and Pottery Road Connection.

Read & Int/Read/Vote/Mayor

Memo

- | | | |
|---|----------------------------|------|
| b. An ordinance authorizing and directing the execution of a Mutual Aid Box Alarm System Master Agreement by and between the City of Washington, Missouri and the Units of Federal, State and Local Government, and other Non-Governmental Emergency Response Organizations subscribed thereto. | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance amending the 2023/2024 Budget of the City of Washington, Missouri for the purchase of a Charlie Cart Project Mobile Kitchen and Tools for the Washington Public Library. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance accepting the Bid from Affordable Systems Furniture for a reception desk in the Public Works Building. | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance accepting the Proposal from Reinhold Electric, Inc. for a new fire alarm system in the Public Works Building. | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Contract with SCE, Inc. for the Construction of a new Main Stage Roof at the Washington Fairgrounds. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the City of Washington, Missouri to enter into an Agreement with the Washington School District for three (3) School Resource Officers to be assigned to duty for the Washington School District. | Read & Int/Read/Vote/Mayor | Memo |
| h. An ordinance authorizing a First Amendment to Performance Agreement in connection with the Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2024. | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance approving a Boundary Adjustment for J.F. Kruels Subdivision Plat 2, in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | |
| j. An ordinance approving a Boundary Adjustment for The Bluffs at South Point, in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | |
| k. A resolution authorizing the City of Washington, Missouri to apply for funding through the Franklin County Transportation Committee for the Earth Crest Drive Roadway Extension Project in the City of Washington, Franklin County, Missouri. | Read/Second/Vote/Mayor | Memo |
| l. A resolution supporting the adoption of the City of Washington, Missouri Comprehensive Plan. | Read/Second/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY'S REPORT:

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

Roll Call Vote

13. INFORMATION:

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, MAY 16, 2024

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, MAY 6, 2024**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, May 6, 2024, at 7:02 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	Absent
	Mark Wessels	Present
Ward III	Chad Briggs	Present
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Manager	Shauna Pfitzinger
	Parks Director	Wayne Dunker
	City Engineer	Charles Stankovic
	Emergency Management Director	Justin Frankenberg
	Water/Wastewater Superintendent	Kevin Quaethem
	Police Chief	Jim Armstrong
	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 April 15, 2024, Council Meetings

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

Approval and Adjustment of Agenda including Consent Agenda:

* Liquor License Application; Topsy Keg LLC

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

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments:

* Proclamation – Bicycle Safety Week

Bicycle Safety Week

May 13–19, 2024

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

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

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

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

WHEREAS, the Washington Police Department together with other members of the community will host the 48th Annual Bicycle Safety Rodeo on May 18, 2024, to promote greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road.

NOW, THEREFORE in recognition that the health, safety and welfare of its residents are the most valuable asset of any City, I, James D. Hagedorn, Mayor, proclaim May 13-19, 2024, as Bicycle Safety Week in the City of Washington and encourage all residents to enjoy the benefits of bicycling, recognize the importance of bicycle safety and be more aware of cyclists on our streets.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 6th day of May 2024.

James D. Hagedorn

Mayor

* Proclamation – Historic Preservation Month

Historic Preservation Month

May 2024

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

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

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

WHEREAS, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW, THEREFORE, I, James D. Hagedorn, Mayor of Washington, Missouri, do hereby proclaim May 2024 to be Historic Preservation Month in the City of Washington, Missouri, and call upon the people of Washington to join their fellow citizens across the United States in recognizing and participating in this special observance.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of May 2024.

*James D. Hagedorn
Mayor*

* Proclamation – National Police Week

National Police Week

May 12-18, 2024

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

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

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

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

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

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri call upon all citizens of Washington and upon all patriotic, civic and educational organizations to observe the week of May 12-18, 2024, as National Police Week with appropriate ceremonies and observances in which all our citizens may join in commemorating police officers past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to this community and in doing so have established for themselves a desirable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Washington, Missouri to observe May 15, 2024, as Peace Officers Memorial Day in honor of those peace officers who through their courageous deeds have lost their lives or have become disabled in the performance of duty.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of May 2024.

James D. Hagedorn
Mayor

* Proclamation – National Public Works Week

National

Public Works Week

May 19–25, 2024

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

WHEREAS, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works employees who are responsible for rebuilding, improving and protecting transportation, public buildings and other structures and facilities essential for our residents; and

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

WHEREAS, The American Public Works Association has celebrated the annual National Public Works Week since 1960 and this year’s theme is “Advancing Quality of Life for All”.

NOW, THEREFORE, I, James D. Hagedorn, Mayor of the City of Washington, do hereby proclaim the week of May 19–May 25, 2024, as National Public Works Week in the City of Washington, and during this 64th Annual National Public Works Week I call upon all residents, business leaders and civic organizations to acquaint themselves with the issues involved in providing and maintaining our public works infrastructure and to recognize the contributions which public works employees make every day to our health, safety, comfort and quality of life.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 6th day of May 2024.

*James D. Hagedorn
Mayor*

* Proclamation – National Travel and Tourism Week

National Travel and Tourism Week

MAY 19-25, 2024

WHEREAS, travel, hospitality and recreation reflect The Power of Travel and plays a vital role in promoting economic development in Washington, Missouri; and

WHEREAS, the tourism industry in Washington is steadfast and flourishing with record-setting overnight visits in 2023; and

WHEREAS, Washington’s tourism industry continues to thrive with new experience-driven businesses, outdoor recreation and utilization of the Amtrak Missouri River Runner; and

WHEREAS, travel and tourism create countless job opportunities, support small businesses, and contribute significantly to the vitality of our economy; and

WHEREAS, Washington is home to a diverse array of attractions, including historic sites, charming boutiques, delectable dining options, and outdoor recreational opportunities, offering unforgettable experiences for visitors of all ages; and

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

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

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

NOW, THEREFORE I, James D. Hagedorn, Mayor of the City of Washington, Missouri, do hereby proclaim May 19-25, 2024, as National Travel and Tourism Week in the City of Washington and urge all of our citizens to join me in this special observance.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6th day of May 2024.

James D. Hagedorn

Mayor

* 2024 Council Committee Liaison Assignments

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

PUBLIC HEARINGS

* Amendment to the Zoning Code – Section 400.080

April 15, 2024

Mayor & City Council

City of Washington

Washington, MO 63090

RE: R-2 Overlay Zoning Code Amendment

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on April 8, 2024 the above mentioned was approved to allow for two family infill development on 6,000 sqft lots with no maximum lot coverage. In addition, we approved a reduced minimum front yard setback with the condition that dwellings with front entry garages maintain the current 25 foot set back requirement.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Holtmeier: Holtmeier.

Hagedorn: Introduced by Holtmeier.

Lamb: We've got to have a hearing.

Holtmeier: Public Meeting.

Lamb: Public Meeting, Public Hearing. Go ahead, Sarah.

Skeen: So, on the 8th of April we went to the Planning and Zoning Board and requested revisions to the code for the Two-Family Overlay District, only. So, just as a reminder, the purpose of the R-2 Overlay District is to allow for the development of two-family dwellings in certain parts of the City of Washington.

Inaudible... has a minimum depth of front yard 25' with a single-family lot the size of 6,000 square feet or larger, but for two-family lots, they have to be 12,000 square feet or larger and the maximum lot coverage is 35%. I'm going to show you in a minute some example parcels of what we're trying to accommodate for with this zoning change.

So, our proposed code is minimum depth of front yard at 10'; however, if there is a front entry garage, attached or detached, it would be 25' setback. We will keep the single-family lot size at 6,000 but then also reduce the two-family lot size to 6,000. And then, with the sizes of these lots and the setback requirements, we wouldn't need the lot coverage max because that would all take care of itself.

Here is Locust and East Sixth Street. So, these two lots that are starting red, in my short time here has come up to my attention three times. People want to buy these lots, but they want to put up duplexes or two-family on these lots. Right now, where it stands, they cannot so, we're in their profit mindset, it's not worth purchasing these lots. So, we have a house that needs demolition and then we have an empty lot that I guess used to be a garage or some other accessory use there on that parcel there.

And, I'm also showing you that most of the houses in this area have a very close setback, so 12' about, this is just an estimation. I didn't go out there and measure but about 12' and 12' on East Sixth Street and then on Locust, you got like 6' and 10', so this properties are already close to the lot lines and to have a 25' setback as infill just makes that neighborhood feel disjointed.

So, those are the recommendations for that, and I do want to show you, if you're not familiar with this lot here kind of what it looks like. It just sits there because nobody wants to invest in it, and this isn't the only example, but I just, the one that's come to my attention several times too.

Darren: If I can add, R-2 Overlay, it does have the purpose of both single-family and two-family and you have several two-family units that are in and around the Old Shoe Factory, for example where years ago, they were encouraged to go ahead and be two-family units to provide housing for those workers in the areas.

So, you have a mix bag in mid-2000, the City did go ahead and make those changes and that's the reason why we added the term overlay because it was really defined as those areas that are east and west to downtown area and just south of the downtown areas.

So, like what she's showing you here is on Sixth, this would be in that southern portion of it, but all of these changes would just be within and around the downtown area when you see the R-2 Overlay Zoning District.

Patke: I didn't think the overlay went past Fifth Street, but it does.

Darren: Yeah, it does.

Patke: As far as Sixth Street.

Darren: Yeah, it goes a little bit further south. Basically, what we did at that time is we took, and it was all zoned R-2 and what we were having problems with was the technicality, we had about probably 70% of the homes back then, I don't know what the land use today, but I would imagine it hasn't deviated from it too much, but back then it was over 70% where being occupied as single-family homes. And then somebody wanted to go ahead and do an improvement to a house, which you wanted, or you would expect in these neighborhoods, they would need to get a Special Use Permit because it was only zoned R-2 for two-family.

So, that's why we created a single-family and two-family overlay. It eliminated a lot of those headaches. So, I'm just telling you by making this code change and going down to the small lots, you already have a lot of two-family units in this area that are zoned that less than 12,000 square feet.

Patke: And I do like the idea of the 10' setback, goes with the neighborhood, but then the garage at 25. That way you don't have a garage, that's just 8, 10' off the street. It would be 25 off so that additional parking...

Behr: You've got a parking spot in front...

Patke: Stalls, that's basically two parking stalls at 25' right?

Lamb: Yeah, exactly. That change was made at P&Z. We discussed at that meeting because of the fact of you don't want situations where if they do have a front entry garage and it matches at 10', I mean you can see it in some of lots where they got the garage is too close to the sidewalk. The car is parked there and it's blocking the sidewalk.

Patke: Right.

Lamb: And that's what you don't want. And it just says, if you're going to do front entry, if they want to a side entry or put it in the rear lot, they can still do that. But, if they want a front entry garage, you have to set it back that far.

Hagedorn: This is a Public Meeting you guys, it's a Public Hearing on this, so if anyone in the audience would like to please come up. Okay.

Reed: Anything on those two lots would be an improvement.

Hagedorn: Yes, I agree.

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

Bill No. 24-12979, Ordinance No. 24-13947, an ordinance amending Section 400.080 of the Code of 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; Holtmeier-aye, Briggs-aye, Wessels-aye, Behr-aye, Reed-aye, Coulter-aye, Patke-aye, Hidritch-absent.

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* None

ORDINANCES/RESOLUTIONS

Bill No. 24-12980, Ordinance No. 24-13948, an ordinance amending the 2023/2024 Budget of the City of Washington, Missouri for the Parks and Recreation Master Plan.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 24-12981, Ordinance No. 24-13949, an ordinance accepting the Proposal from Cochran Engineering for Professional Design Services for the Riverfront Trail Connection Project.

The ordinance was introduced by Councilmember Behr.

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

Bill No. 24-12982, Ordinance No. 24-13950, an ordinance providing for the approval and acceptance of Minimum Improvements for Maintenance for Stone Bridge Phase 1 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; Holtmeier-aye, Briggs-aye, Wessels-aye, Behr-aye, Reed-aye, Coulter-aye, Patke-aye, Hidritch-absent.

Bill No. 24-12983, Ordinance No. 24-13951, an ordinance authorizing and directing the execution of a Mitigation Credit Purchase Agreement by and between the City of Washington, Missouri and Swallow Tail, LLC.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 24-12984, Ordinance No. 24-13952, an ordinance authorizing and directing the execution of an Airport Infrastructure Grant Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 24-12985, Ordinance No. 24-13953, an ordinance authorizing and directing the execution of Amendment #1 to State Block Grant Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 24-12986, Ordinance No. 24-13954, an ordinance approving a Boundary Adjustment for Stone Bridge Plat 2, 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; Holtmeier-aye, Briggs-aye, Wessels-aye, Behr-aye, Reed-aye, Coulter-aye, Patke-aye, Hidritch-absent.

COMMISSION, COMMITTEE AND BOARD REPORTS

* None

MAYOR'S REPORT

* No report.

CITY ADMINISTRATOR'S REPORT

* No report.

COUNCIL COMMENTS

- * Thank you to KJU for doing a nice job on Second Street.
- * Discussion on refuse pickup.
- * Thank you to Marlin Heidmann for her years of service.

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 7:57 p.m. on the following roll call vote; Holtmeier-aye, Briggs-aye, Wessels-aye, Behr-aye, Reed-aye, Coulter-aye, Patke-aye, Hidritch-absent.

The regular session reconvened at 9:40 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 9:40 p.m. by Councilmember Patke, seconded by Councilmember Coulter passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



May 15, 2024

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

RE: Steriger Avenue Shared-Use Path Extension Project
Change Order No. 1

Honorable Mayor and City Council,

This change order work includes items to be purchased by the City and work to be completed by City forces, Lamke Trenching & Excavating and American Electric & Data and is detailed below.

Description:

This project includes construction of a shared use path with ADA ramp, curb and street light installation located west of the intersection of East Fifth Street at Old Highway 100. Proposed changes include additions to the old sand plant parking lot, map below, to install light fixture foundation and center conduits in all 5 concrete islands.

Please find enclosed Change Order No. 1 for this construction project. The overall contract amount for Lamke Trenching & Excavating has been increased by \$8,250.00 as shown in Change Order No 1 attached for a total Lamke project cost of \$66,320.00.

Additionally, the City would like to have the following work completed in the old sand plant parking lot, the bid sheet for all purchases/work is attached.

1. City purchase 5 double crook decorative street lights. *Line Item City 1.*
2. As described above, Lamke install light fixture foundation and center conduits in all 5 concrete islands. *Line Item CO 102.*
3. City fill 5 concrete islands with approximately 16" of compacted rock base and 4" thick concrete. *Line Item CO 101.*
4. American Electric & Data install 320 amp electric panel supply and 5 double crook lights including wiring, will utilize existing conduits. *Line Item CO-ALT c.*

Steriger Avenue work:

1. City will concrete fill the 5' radius concrete curb circle installed by Lamke. *Line Item CO 103.*

Budget Information:

The current Transportation Sales Tax budget (261-18-000-541100 Improvements Other Than Buildings)

for this fiscal year has \$50,000.00 allocated. The Parks Department Capital Improvement Sales Tax budget (260-21-000-541100 Improvements Other Than Buildings) allocated \$250,000 for the Old Sand Plant Parking Lot project-Riverfront Park of which \$17,100.00 will be utilized for curb construction along Steriger Avenue.

Staff recommends accepting this change order bid from Lamke Trenching & Excavating, Inc. and approving the additional change order items for a total increase of \$66,583.35 and total project cost of \$124,653.35. Original Lamke bid was \$58,070.00.

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

Respectfully submitted,



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



Double crook decorative street lights installed in each of 5 concrete islands:



CHANGE ORDER #1

NAME OF PROJECT: **2024 Steriger Avenue Shared-Use Path Extension Project**

OWNER: City of Washington, Missouri

CONTRACTOR: Lamke Trenching & Excavating, Inc.

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price	\$ 58,070.00
Change Order #1.....	\$ 8,250.00
Contract Amount.....	\$ 66,320.00
Previous Payments.....	\$ 0.00
Payment Requested	\$ 0.00
Balance Remaining.....	\$ 66,320.00

Accepted:

Approval:

Date: _____

Date: _____

LAMKE TRENCHING & EXCAVATING, INC. CITY OF WASHINGTON, MISSOURI:

By: _____

By: _____

Title: _____

Title: _____

2024 Steriger Avenue Shared-Use Path Extension Project CHANGE ORDER #1 ~ BID SHEET				City of Washington		Lamke		American Electric & Data		Recommended Bid	
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total		Total
Riverfront - Old Sand Plant lot											
City 1	City purchase (Holt Electrical Supply low bid) Sternberg double crook lights	5	EA	\$ 8,666.67	\$ 43,333.35					CITY PURCHASE	\$ 43,333.35
CO 101	Fill concrete islands with concrete, verify quantity in field- 4" thick concrete, 18" thick Type 5 Rock base compacted	5	EA	City Install		\$ 4,923.00	\$ 24,615.00			City Install	
CO 102	Install light fixture foundation and re-center conduits (all 5 concrete islands)	5	EA			\$ 1,650.00	\$ 8,250.00			Lamke Install	\$ 8,250.00
Steriger Avenue											
INCLUDED IN ORIGINAL BID: Decorative Street Light, conduit, wiring, & metered power supply											
CO 103	Fill 5' radius concrete curb circle	1	LS	City construct		\$ 750.00	\$ 750.00			City construct	
BID PROJECT TOTAL										\$51,583.35	
CO-ALT ALTERNATES											
a	Electric panel supply and install, 100 amp, Install 5 double crook lights and wiring, utilize existing conduits, ~600 LF conduit installed	1	LS			\$ 23,864.00					
b	Electric panel supply and install, 200 amp, Install 5 double crook lights and wiring, utilize existing conduits, ~600 LF conduit installed*	1	LS			\$ 26,690.00		\$ 14,400.00	\$ 14,400.00		
c	Electric panel supply and install, 320 amp, Install 5 double crook lights and wiring, utilize existing conduits, ~600 LF conduit installed*	1	LS			\$ 28,440.00	<-- 200 amp 30 circuit	\$ 15,000.00	\$ 15,000.00	American Electric Install	\$ 15,000.00
CHANGE ORDER BID PROJECT TOTAL WITH ALTERNATES										\$66,583.35	

*** Electric Scope:**

- Provide and install 320- meter with 2- 200- amp breakers or 200- amp meter with provisions. Provide and pull wire from meter to pole (Ameren will not provide)
- Provide and install 20' of 3" PVC from pole to rack
- Provide and install 200-amp 3R panel board with bolt in breakers
- Build Unistrut rack for meter and panel
- Install one GFI outlet @ panel
- Provide photo cell and keyed override switch @ panel
- Pull #8 copper wire to pole locations one circuit for outlets and one for pole lights
- Build 5- two head owner provided pole lights, light fixture foundation construction NOT INCLUDED
- Set poles
- Term and Test
- Includes permit
- NO trenching is included
- All work to be performed between 7:00am and 3:30 pm Monday –Friday



May 15, 2024

Re: Liquor License

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

Dear Sherri,

Hang Sheng Li of Sushi King Washington Inc, located at 95 Washington Heights Dr, is applying for a new City of Washington liquor license. Mr. Hang Sheng Li has submitted an alcohol license application for the privilege of selling liquor of all kinds by the drink at retail from Monday through Saturday, as well as Sunday. The \$83.00 fees have been paid, and the required paperwork has been submitted. Mr. Hang Sheng Li has requested that his application go before the City Council at the May 20, 2024 meeting.

Sincerely,

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

Heather Parker
Accounts Specialist I
City of Washington



May 15, 2024

Re: Liquor License Renewals

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

Dear Sherri

Enclosed is a list of businesses that are applying for renewal of their City of Washington liquor license. The list includes: the name of the business and owner, the business location, fees paid, and the type of sale requested. All fees have been paid and the required paperwork has been submitted to the Collector's Office. The applicants have asked that their application go before the City Council at the May 20, 2024 meeting.

Sincerely,

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

Heather Parker
Accounts Specialist I
City of Washington

1. **Big Boys Grilled Subs & Wings**
Michael Aiello
919 Jefferson St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

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

3. **Hummingbird Club**
Robert Alleman
5 Penn St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

4. **Aldo's Pizza**
Antonio Alu
1201 Jefferson St. Suite 250
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

5. **River Sirens Hotel**
DBA: River Sirens Hotel
Chad Greife-Wetenhall
4 E Main St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the original package
\$100.00
Sunday Sales
\$200.00

6. Back Alley Entertainment
Chad Griefe-Wetenhall
7 W Main St.
Mon - Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

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

8. 1869 Draft Room
Richard Marquart
216 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

9. Vino Di Lafayette, LLC
Toni Cavin
309 Lafayette St.
Sunday Sales
\$200.00

10. Big Muddy Barbeque LLC
DBA: Sugarfire Smokehouse
Craig Mueller
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

11. JBL Developments
DBA: Smokin Oak Wood Fire Pizza and Taproom
Linda Mittler
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

12. Cinema 1 + 1 Corporation
DBA: Cinema 1 Plus Corporation
Linda Mittler
1900 Phoenix Center Dr.
Mon – Sat Sale of Malt Liquor and Light Wines
\$50.00
Sunday Sales
\$200.00

13. Oremor Hospitality LLC
DBA: Pulque Mexican Restaurant
Saul Ocegüera-Romero
3051 Phoenix Center Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00



May 13, 2024

To The City Council
City of Washington
Washington, MO 63090

Dear Council Members:

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

<u>NAME</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
Jason Angle Police Officer	May 21, 2024	November 21, 2024 <i>(2nd 6 months)</i>

I herewith also submit for your approval the following for reappointment to the Police Department for a one-year term:

<u>NAME</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
Joseph Kapustka Sergeant	May 30, 2024	May 30, 2025

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: May 13, 2024
To: Mayor Doug Hagedorn
Subject: Reappointment of Police Officers

Honorable Mayor,

I respectfully request that Police Officer Jason Angle be presented to the City Council for his second six-month probationary term with the Washington Police Department. Officer Angle continues to provide excellent service to the citizens, City and Police Department.

NAME	DATE EFFECTIVE	DATE EXPIRES
Jason Angle Police Officer	May 21, 2024	November 21, 2024 <i>(Second 6th months)</i>

I also respectfully request that Sergeant Joseph Kapustka be presented to the City Council for reappointment with the Washington Police Department for a one-year term. Sergeant Kapustka continues to provide excellent service to the citizens, City, and Police Department.

NAME	DATE EFFECTIVE	DATE EXPIRES
Joseph Kapustka Sergeant	May 30, 2024	May 30, 2025

Thank you for your consideration.

Respectfully,
Chief James Armstrong
Jim Armstrong, Chief of Police



May 13, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 24-0501-Special Use Permit-414 Cedar Street-Short Term Rental

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on May 13, 2024 the above mentioned Special Use Permit was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: May 13, 2024

Re: File #24-0501–Clayton and Sabrina Jostes Short Term Rental Dwelling

Synopsis: The applicant is requesting approval of a Special Use Permit for a Short-Term Rental Dwelling located at 414 Cedar Street

Adjacent Land Use / Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-1B
South	Single Family	R-1B
East	Single Family	C-3
West	Single Family	R-1B

Analysis:

The applicant is requesting a special use permit to utilize 414 Cedar Street for Short Term Rental Dwelling. The structure is currently a multi-family home in an R-3 Zoning District. The R-3 zoning allows for vacation rentals dwellings by owner with a special use permit without a buffer. The special use permit would allow the applicant to accept lodgers for periods of 30 days or less.

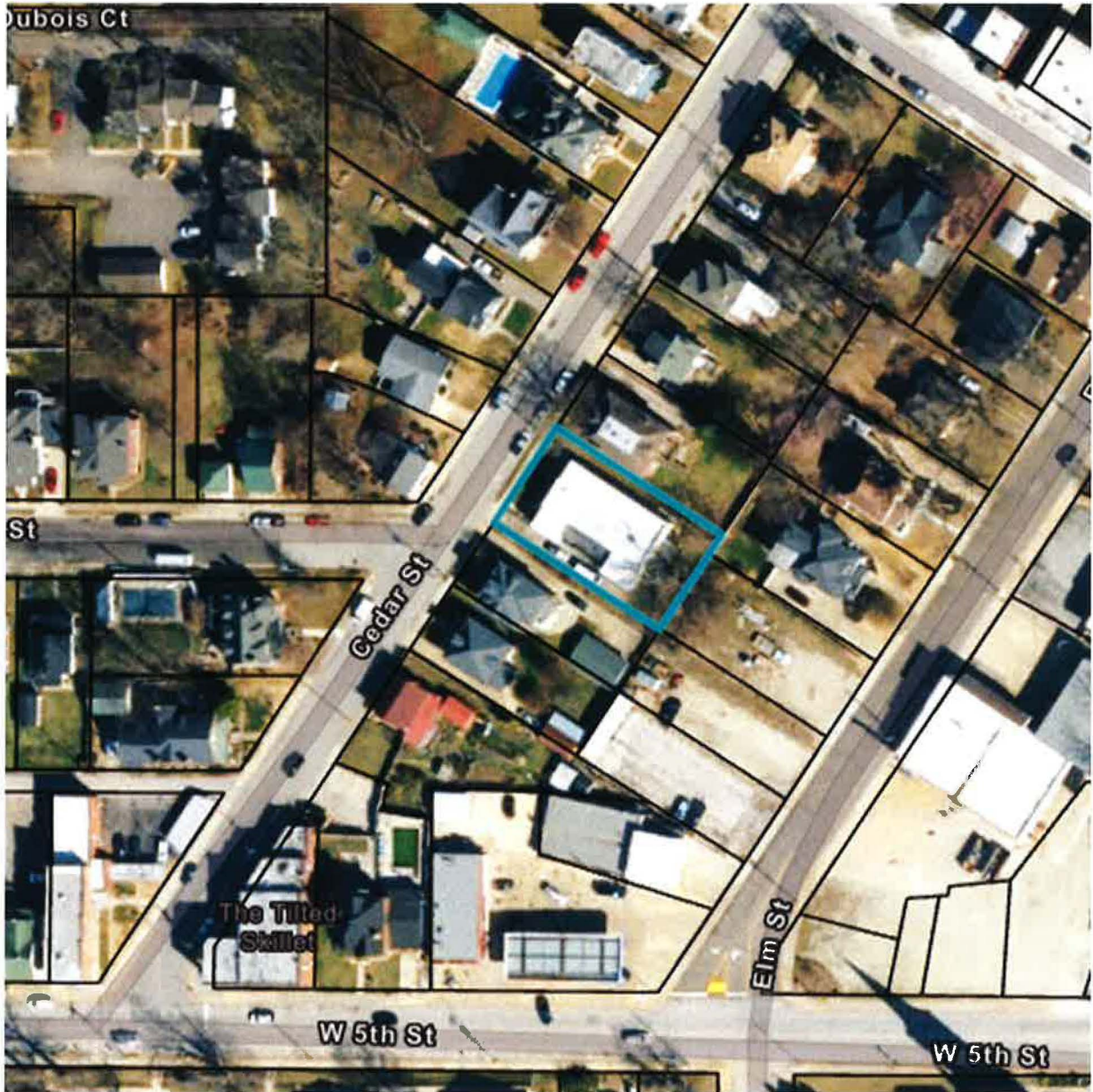
The home has a 100-foot driveway that can accommodate six car tandem parking with an additional 70 feet of on-street parking lot frontage without infringing on the parking for other residents.

The homeowners are requesting to rent a single unit in this building, as they plan to continue to reside in the building part time.

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.

Recommendation:

Staff recommend approval of the Special Use Permit to operate a Short-Term Rental Dwelling at 414 Cedar Street.



05-0501
13th of MAY

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

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: 414 CEDAR ST, WASHINGTON, MO 63090

Lot: _____ Subdivision: _____ PID# _____

Applicant Name: SABRINA + CLAYTON JOSTES Phone: 573-802-0000

Address of Applicant: 414 CEDAR ST. WASHINGTON MO 63090

Owner: SABRINA + CLAYTON JOSTES Phone: 573-802-0000

Owner's Address: 414 CEDAR ST. WASHINGTON MO 63090

Current Zoning: R3 Proposed Zoning: R3-SH


It is proposed that the property be put to the following use: SHORT TERM RENTAL
• 22 acres

Lot Size: Frontage _____ (feet) Depth _____ (feet) Number of Stories 1 storey

Number of Units: 1 Number of Off-Street Parking Spaces: 6

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)



Signature of Applicant

4/26/2024

Date

CLAYTON JOSTES

Applicant Name Printed

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.

Building is near tilted Skillet, Brick Rose BNB
Fishers Food Stop, Tatoo Shops, multifamily houses, close
to downtown.

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.

Handicap accessible and plenty of off street
parking.

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

Should not change. We have a special needs
child with therapists coming and going all day.
maybe less traffic.

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

The Commercial business and school + church
on street keep the road busy. We have off street
parking.

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

In Commercial area. very vibrant. Festivals
restaurant goes, children playing, live music events.
Smells of food.

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.

NONE. Wont notice a change.

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. Wont notice a change.

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.

Wont notice a change.

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
414 CEDAR STREET AS A SHORT-TERM 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 was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, May 20, 2024, 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 414 Cedar Street for a use as a Short Term 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





May 14, 2024

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

RE: Section 420 Stormwater Management Standards – Code Revisions

Dear Mayor and City Council Members:

Please find enclosed proposed code revisions for Section 420 Stormwater Management Standards. These code changes were reviewed at the February and May Planning and Zoning Meetings.

These code modifications come as a result of DNR's findings on non-compliance with MS4 regulations. The modifications will help bring the City into compliance and improve the quality of stormwater runoff making into our local waterways. The major changes DNR needed to see were in Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, and Post-Construction Stormwater Management. We handled the Construction Site Runoff through adding specific language about grade/land disturbance permits. This added to the code more specific requirements for the permit as well as site monitoring both by the site developers and the City. The Post-Construction Control is in the section with Flood Control as many of the Post-construction will be similar in nature to flood control measures utilizing detention basins but adding in water quality standards that must be met. Lastly, was adding in Illicit Discharge Detection and Elimination measures adding guidelines for what are acceptable stormwater discharges and what the procedures are for eliminating and enforcement of the code for when illicit discharges occur.

I have attached a redlined version that shows the existing codes and new proposed codes in red. The existing codes were unchanged for the most part with these new requirements added. These changes have been reviewed by City staff, Stormwater Committee, and DNR and recommended for your approval.

Charles Stankovic, P.E.
City Engineer



February 12, 2024

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: City of Washington-Section 420 Stormwater Management Standards-Code Revisions

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, February 12, 2024, the Commission reviewed and recommends approval of the above mentioned code revisions.

Sincerely,

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

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission



May 13, 2024

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: City of Washington-Section 420 Stormwater Management Standards-Code Revisions

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, May 13, 2024, the Commission reviewed and recommends approval of the above mentioned code revisions.

Sincerely,

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

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

Chapter 420

Stormwater Management Standards

Article I

Purpose And Intent

Section 420.005 **Purpose; Intent.**

[R.O. 1992 § 420.005; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]

- A. Purpose. The purpose of this Chapter is to provide minimum standards, controls and criteria for stormwater management. The principal design consideration in this Chapter is to minimize the harmful physical and economic effects of erosion, sedimentation and flooding from stormwater runoff. This is to be accomplished through the requirement of special measures to mitigate erosion, both during and after construction, the detention and controlled discharge of the differential runoff from the development and a well-designed stormwater conveyance system.
- B. Intent. The intent of this Chapter is to ensure that the drainage of surface waters will not be changed by new construction, or that if surface water drainage is to be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the property owner or developer has a right to use, and that such surface waters will be planned for so as to reduce the likelihood of damage to adjacent properties.

Article II

Interpretation

Section 420.010 **Minimum Requirements And Interpretation Of Provisions.**

[R.O. 1992 § 420.010; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]

- A. Minimum Requirements. The provisions of this Chapter shall be considered the minimum requirements for the promotion of the public health, safety, and welfare. Where provisions of this Chapter impose greater restrictions than those of any statute, other ordinance or regulation, the provisions of this Chapter shall be controlling. ~~Where the provisions of any statute, other ordinance or regulation impose greater restrictions than this Chapter, the provisions of such statute, other ordinance or regulation shall be controlling.~~
- B. Interpretation And Application. In interpreting and applying the provisions of this Chapter, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this Chapter to interfere with or abrogate or annul any ordinance, rules, regulations or permits previously adopted or issued, and not in conflict with any of the provisions of this Chapter or this Title, or which shall be adopted or issued pursuant to law relating to the development of property, the use of buildings or premises, and likewise not in conflict with this Chapter or this Title; nor is it intended by this Chapter to interfere with or abrogate or annul any easements, covenants or other agreements between parties; except, that if this Chapter imposes a greater restriction, this Chapter shall control.
- C. Reference To State Law, Rules, Or Regulations. Whenever any provision of this Chapter refers to or cites a section of the relevant State law or rules and regulations and that section is later amended or superseded, this Chapter shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

D. Use Of Words And Phrases.

1. For the purpose of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory.
2. The terms "shall" and "must" are mandatory and not discretionary; the words "may" or "should" are permissive.
3. The words and phrases expressly defined herein shall be given the defined meaning, unless indicated otherwise by the context.
4. Words and phrases which are not defined herein shall be given their usual meaning except where the context clearly indicates a different or specified meaning.
5. The words "use" or "occupy" shall include the words "intended," "designed," or "arranged" to be "used" or "occupied."

**Article III
Terminology**

Section 420.015 Definitions.

[R.O. 1992 § 420.015; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]

For the purposes of this Chapter, the following terms shall be deemed to have the meaning indicated below:

BEST MANAGEMENT PRACTICES or BMPs

Practices, procedures or a schedule of activities to reduce the amount of sediment and other pollutants in stormwater discharges associated with construction and grading activities.

DESIGN STORM EVENT

A storm of a specified duration expected to occur having a given probability of occurrence in any given year, generally described in frequency intervals.

1. A 100-year storm event will have a one (1) in one hundred (100) [one percent (1%)] chance of occurring in any given year.
2. A twenty-year storm event: five percent (5%).
3. A ten-year storm event: ten percent (10%).

DETENTION FACILITY

A surface water runoff storage facility that is normally dry but is designed to hold (detain) surface water temporarily during and immediately after a runoff event.

DIFFERENTIAL RUNOFF

The difference between the calculated volume and rate of runoff discharged from a site after development versus the calculated volume and rate of runoff discharged from the predeveloped site.

DITCH or DRAIN

Any watercourse or conduit, whether open or enclosed, natural or artificial, by which waters coming or falling upon lands are carried away.

DRAINAGE STRUCTURES

Those structure other than ditch, drain or pumping plants which are intended to promote or aid drainage. Such structures may be independent from other drainage work or may be part of or incidental to such work. The term includes, but is not restricted to, dams, catch basins, bulkheads, walls, spillways, flumes, drop boxes, pipe outlets, junction boxes and structures, the primary purpose of which is to prevent the erosion of soil into a drain.

FILTER STRIP

A belt of vegetation preserved to protect the stream bank, provide infiltration, intercept sediment and other pollutants and reduce stormwater flow and velocity.

FREEBOARD

The difference in elevation between the top of the detention basin dam and the design surface water elevation.

MAJOR STORM EVENT

A storm of a specific duration expected to occur with a frequency of once every one hundred (100) years.

RATIONAL METHOD

An empirical formula for calculating peak rates of runoff resulting from rainfall.

RETENTION FACILITY

A surface water runoff storage facility always contains (retains) a substantial volume of water to serve recreational, aesthetic, water supply or other functions. Surface water is temporarily stored above the normal stage during and immediately after runoff events.

SCS TR-55

Soil Conservation Service Technical Release 55, Urban Hydrology for Small Watersheds, from the Natural Resources Conservation Service.

STORMWATER MANAGEMENT PLAN

The drawings, computations, data, proposed contours, reports, etc., that identify how stormwater runoff is to be handled.

STORMWATER MANAGEMENT SYSTEM

All means, natural or man-made, used for conducting stormwater runoff to, through or from a drainage area to the point of outlet.

STORMWATER RUNOFF

Water that results from precipitation which is not absorbed by soil, evaporated into the atmosphere or entrapped by ground surface depressions and vegetation.

STREAMBANK

Top of existing: The top of the natural incline bordering a stream.

TIME OF CONCENTRATION

An estimate of the time of surface water flow from the hydraulically most remote part of the drainage area to the point in question.

TRIBUTARY AREA

All of the area that contributes stormwater runoff to a given point.

Article IV
Permit Requirements

Section 420.025 Permit Required.

[R.O. 1992 § 420.030; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]

- A. No person shall commence any construction, substantial improvement or other development that affects the drainage of surface or subsurface water without first obtaining a building permit and/or grading permit (if applicable) from the Building and/or Engineering Department. No permit shall be issued for any proposed alteration which:
1. Will increase the amount and/or rate, or adversely affect the quality, of surface water draining onto other properties;
 2. Will damage other properties;
 3. Does not conform to the general drainage laws of the State, the ordinances of the City, and, in particular, the rules, regulations, and standards of this Chapter; and
 4. Alters or removes wetlands from their present location without City, State, Federal permits as may be required.

Section 420.030 Grading Permit.

A. Purpose

1. The purpose of this Chapter is to control soil erosion on land that is undergoing development for non-agricultural uses and to preserve the natural terrain and waterways of land within the City of Washington. Soil erosion may result in the loss of valuable top soil, the degradation of water quality and obstruct stormwater flows in storm sewers, road ditches and natural watercourses.
2. The provisions in this regulation are intended to promote land preservation and the public welfare by guiding, regulating and controlling the design, construction, use and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth. Application of the regulations in this document is intended to control soil erosion and sedimentation.

B. Scope of Authority.

Any person, firm, corporation or business proposing to remove any ground vegetation, to disturb or fill the land or to store soil within the City of Washington shall apply to the Engineering Department for approval and issuance of a grading permit. State and Federal permit conditions that are more stringent than the requirements set forth herein shall govern.

c. Grading Permit Required.

It shall be unlawful for the owner of a property and/or that owner's agent to perform land disturbance activities affecting five thousand (5,000) square feet or more, without obtaining a grading permit. Also any grading, filling, excavating or any change in the grade of property that involves the moving, depletion or replacement of more than fifty (50) cubic yards of material or changes the existing elevation by more than two (2) feet requires a permit. A permit is also required for any land disturbance that is part of a common plan that would meet the above requirements. Common plans can get individual permits for each lot or one to cover the entire site with all lots included.

1. Exemptions.

A grading permit will not be required for the activities listed below, provided that no change in drainage patterns or sedimentation onto adjacent properties will occur.

- a. Land disturbance activities in public rights-of-way covered by a special use permit.
- b. Land disturbance activities for or by any public utility for the installation, inspection, repair or replacement of any of its facilities.
- c. Land disturbance activities in quarries and permitted sanitary landfills that do not drain off the property.
- d. Land disturbance activity of land for farming, nurseries, landscaping or gardening or similar agricultural or horticultural use whenever there is substantial compliance with recommendations or standards of the local soil conservation authority.
- e. Removal of existing or dying grass or similar vegetation by disturbing not more than a maximum area of ten thousand (10,000) square feet and resodding or reseeding with new landscaping to include preparation of the seed bed; provided erosion and sediment control measures are provided until the grass or other vegetation is established.
- f. Gardening and similar activities on property occupied by one- or two-family dwellings.
- g. Any emergency activity that is immediately necessary for the protection of life, property or natural resources.

Section 420.035 **Permit Requirements.**

A. Plan Submittal Requirements

Two (2) sets of plans (construction drawings) or electronic file shall be submitted to the Engineering Department for review and approval along with the escrow and inspection fee. Initially submitted plans must include all items in Subsections (1) and (2) of this Section and must be supplemented by all items in Subsection (3) of this Section prior to issuance of any permit, unless an item is waived pursuant to Waiver of Requirements section.

1. General information.

- a. Name, address and telephone number of property owner or permittee.
- b. Property address and location map of land disturbance property.
- c. Property boundaries and adjacent property owners.
- d. A site map showing the outlines of the total project area and land disturbance areas.
- e. Total acreage of site or property.
- f. Total acreage of land disturbance.
- g. Name and address of engineering firm or engineer.
- h. Existing land use and zoning.
- i. North arrow and plan scale. The plan scale shall be one (1) inch equals twenty (20) feet to one (1) inch equals fifty (50) feet in any increments of ten (10) feet on one or more sheets not less than eight and one-half (8 1/2) inches by eleven (11) inches or greater than thirty-six (36) inches by forty-eight (48) inches in size. The Zoning Administrator may authorize a different plan scale, so long as the scale is in ten-foot increments and the resulting site plan clearly shows the information required herein.
- j. Existing surface contours at interval no greater than two (2) feet to at least twenty-five (25) feet beyond the land disturbance activity area.
- k. FEMA flood panel number and delineation of 100-year flood plain and floodway.
- l. Location of soil types, wooded areas, watercourses, wetlands, surface water bodies and soil borings.

- m. Location of all underground and above ground utilities, including pipelines.
- n. Delineation of the vegetative buffer plan.
- o. Natural watercourses showing top and toe of banks.
- p. Proposed access to the site either from public right-of-way under a permit issued by the governing agency or through private property under an easement or license.
- q. All proposed permanent improvements to be constructed as part of the land disturbance activity.
- r. Proposed surface contours at intervals no greater than two (2) feet to at least twenty-five (25) feet beyond the land disturbance activity area.
- s. Statement that "The contractor shall request inspection two (2) days in advance of construction startup".
- t. A signed statement by the permittee assuming full responsibility for the performance of the land disturbance activities and that all State, County and private property or roads will be adequately protected.

2. Specific design information.

- a. The sequence of all land disturbance activities including those listed below, and all installations of erosion and sediment controls listed below, shall be shown on construction plans:
 - (1) Stripping and clearing;
 - (2) After changes in drainage courses;
 - (3) Construction of underground infrastructure;
 - (4) Construction of structures, such as buildings, pavement, retaining walls;
 - (5) Final grading; and
 - (6) Landscaping.
- b. The City Engineer may require that separate construction plans be submitted for separate phases of the project.
- c. Stabilization of any stream bank erosion problems existing in natural watercourses that are to be left undisturbed, that may jeopardize private lots, public utilities or detention facilities.
- d. Details of any temporary drainage system proposed to be installed in connection with any and all phases of land disturbance activity.
- e. Details of proposed water impoundment structures, embankments, sediment or debris basins, grass or lined waterways and diversions with the details and locations of proposed stable outlets and the location of any downstream impoundments which could be affected by the proposed land disturbance activities.
- f. Location of construction traffic entrance and wash-off pad.
- g. Description of erosion and sediment controls that will be installed prior to and during land disturbance activity to control pollutants in stormwater discharges.
- h. Description and location of permanent erosion and sediment controls after land disturbance activities have ended.

A. Other required submittals. Other items, if applicable, must be submitted prior to issuance of a grading permit.

- a. Alternative material and vendor specifications for erosion and sediment control devices.
- b. Other City permits, such as flood plain development permit, special use permit, demolition permit and building permit for retaining walls.

- c. Permits from other governmental agencies, such as United States Army Corps of Engineers Section 404 permit and Missouri Department of Natural Resources Section 401 permit.
- d. Missouri Department of Natural Resources land disturbance permit.
- e. Performance guarantee
- f. Executed easements needed for land disturbance activities or access.
- g. Payment of base inspection fee required by this Chapter.

B. Waiver of Requirements.

The applicant may request a waiver of specific plan submittal requirements to the Engineering Department. The City Engineer may grant the request for a waiver, including a reduction in base inspection fees, upon determining that the item to be waived is not applicable to the project under review or that the request for a waiver is justified and that the remaining information on the submitted plans or permit application is sufficient to show that the work will comply with the objectives and principles of this Chapter.

C. Performance Guarantee.

In order to obtain a grading permit, the applicant must insure or guarantee the stabilization of the site upon completion or stoppage of the land disturbance activity.

1. The applicant, or a contractor for the applicant, shall post a performance guarantee with the City in the amount established in this Section.
2. Amount Of Performance Guarantee.
The amount is a \$5,000 escrow per acre of land disturbed. The minimum fee is \$1,000.

D. Release Of Performance Guarantee Funds.

The City Engineer shall authorize release of all remaining performance guarantee funds only when the City Inspector certifies that all land disturbance work has been completed, all temporary sediment and erosion control measures have been properly removed or abandoned, all permanent site improvements have been constructed and approved, including stormwater management facilities, and all soil subject to the grading permit is stabilized, including permanent vegetation.

E. Transfer of Grading Permit.

A Permittee remains bound to said permit even after transfer of land ownership.

F. Requirements Before Construction Startup.

It is the responsibility of the permittee to ensure that the following items are performed prior to construction startup, unless deemed non-applicable to the project by the City Engineer.

1. Schedule a pre-construction inspection with the Engineering Department prior to the start of any land disturbance activity other than installing erosion control BMP's.
2. Notify City Engineer whenever new erosion control BMP's have been installed or any changes to erosion control plan submitted has changed.
3. Identify proposed good housekeeping practices to control general site pollutants, such as construction wastes, site litter, construction debris, dust and sanitary wastes.

4. Identify toxic or hazardous substances, petroleum products, pesticides, herbicides and other pollutants that will be used on site. Identify pollution control method for each substance and submit an emergency management plan for responding to any loss of toxic materials due to a containment failure. This plan must include documentation of actions and mandatory reporting to the City.
5. Provide an erosion and sediment control installation sequencing schedule.

G. Plan Modifications During Construction.

Field Modifications. The permittee shall modify already approved plans or modify descriptions of pollution prevention methods in any of the following circumstances.

1. Inspections by the City Engineer or by the Missouri Department of Natural Resources indicate deficiencies.
2. Inspections by the permittee indicate deficiencies.
3. Either the permittee or the City Engineer determines that the current installations are ineffective in significantly minimizing or controlling erosion of land or sedimentation in streams or lakes.
4. Either the City Engineer or the Missouri Department of Natural Resources determines that total settleable solids from a stormwater outfall exceeds two and one-half (2.5) milliliters per liter per hour (ml/L/hr) or one-half (0.5) ml/L/hr in the event the land disturbance activity is within a valuable water resource area as determined by the Missouri Department of Natural Resources.
5. Either the City Engineer or the Missouri Department of Natural Resources determines that violations of Water Quality Standards 10 CSR 20-7.031(3) may occur or have occurred.
6. Either the City Engineer or the Missouri Department of Natural Resources determines that the pollution prevention methods submitted to the City as required are ineffective in preventing pollution of waterways from construction wastes, chemicals, fueling facilities, concrete truck washouts, toxic or hazardous materials, site litter or other substances or wastes likely to have an adverse impact on water quality.

Section 420.040 Inspections and Reports..

A. City Inspections.

1. The permittee consents to the City inspecting the proposed development site and all work in progress and to payment of additional inspection fees above the base inspection fee, if any, as authorized by ordinance.
2. The City Engineer or his designee shall make inspections and either approve that portion of the work completed or notify the permittee in writing when the work fails to comply with the conditions of the grading permit.
3. The permittee shall notify the City Engineer or his designee at least two (2) working days before the following activities to obtain timely inspection:
 - a. Establishment of stream buffer boundaries.
 - b. Start of land disturbance or construction;
 - c. Installation of erosion and sediment controls;
 - d. Completion of site clearing;
 - e. Completion of rough grading;
 - f. Completion or suspension of final land disturbance activity;
 - g. Close of the construction season; and

- h. Completion of final landscaping.
- 4. The City Engineer or his designee shall inspect the property periodically for compliance with these regulations, after a substantial rain event and after any notice to correct issued. The City Engineer or his designee may inspect the property upon receipt of a citizen complaint concerning erosion or sediment control issues.
- B. Permittee Inspections And Reporting.
 - 1. The permittee shall make regular inspections of the permitted site, observing all erosion and sediment control and other pollutant control measures, outfalls and off-site receiving waters. The inspections must be conducted by a person knowledgeable in the principles and practice of erosion and sediment controls, who possess the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of the erosion and sediment controls used.
 - 2. Inspections must be made by the permittee at least once per 14 days and no later than two (2) working days after a substantial rain event. A reduction in the weekly inspections may be waived by the City Engineer for the following reasons:
 - a. The entire site is temporarily stabilized;
 - b. Runoff is unlikely due to winter conditions, such as snow cover or frozen ground; and
 - c. Construction is during arid periods when no erosion or sediment has occurred.
 - 3. All inspections by the permittee shall be documented and submitted through the City SWPPP Inspection Portal, located on the City website, or other approved method at the time interval specified in the permit. A report of each inspection shall be kept on site by the permittee if possible. Falsification of reports is in violation of the permit and cause of immediate suspension or revocation of the permit. The inspection reports are to include the information set out in the City's standard inspection template.
 - 4. The permittee shall be responsible for correcting any deficiencies identified within seven (7) calendar days of the date of inspection required by this Subsection identifying these deficiencies.
 - 5. The City Engineer shall make additional inspections as necessary to ensure the validity of the reports filed and, where applicable, to confirm the correction of reported deficiencies.

Section 420.045 Violations, Corrections, and Enforcement.

- A. Violations.
 - 1. It shall be a violation of this Chapter to construct, enlarge, alter, repair or maintain any land disturbance activity, excavation or fill, or cause the same to be done, contrary to any provision of this Chapter.
 - 2. It shall be a violation of this Chapter to fail to install and maintain any erosion and sediment control measures and systems authorized and required by a duly issued grading permit.
 - 3. It shall be a violation of this Chapter to fail to comply timely with any notice to correct issued or correct timely any deficiencies identified by the permittee.
 - 4. The need to halt or reduce the permitted construction or grading activity in order to maintain compliance with the permit conditions shall not be a defense to the permittee in an enforcement action.
- B. Notice To Correct, Notice Of Violation And Service Of Notices.

1. Upon confirming any violation or deficiency, the City Engineer shall issue a written notice to correct directing abatement of those violations and/or correction of that deficiency within a specified timeframe or within seven (7) calendar days. The notice shall state that failure to comply with its terms shall constitute an additional violation of this Chapter.
2. Upon confirming failure to comply or respond timely with any notice to correct, the City Engineer shall issue a written notice of violation, including a stop work order and notice of fines as authorized by Subsection (C) of this Section.
3. Notwithstanding the foregoing provisions of this Subsection, when the City Engineer finds that any person has undertaken land disturbance activity without a grading permit required by this Chapter, the City Engineer shall issue a notice of violation including a stop work order and notice of fines as authorized by Subsection (C) of this Section and such fines shall accrue from the day on which such unauthorized land disturbance commenced.
4. The City Engineer shall serve any written notice authorized by this Subsection by posting one (1) copy at the work site and by hand-delivering or e-mailing other copies to any and all persons responsible for the violation or deficiency.

C. Enforcement.

1. Stop work order. The City Engineer shall also have the right to stop all or any part of the construction activities and development until all corrections set out in such notice have been satisfactorily made. To that end, the City Engineer shall issue and post on the site a written order directing that such construction activities and development be stopped immediately and shall serve that written order upon any person, firm, corporation or business engaged in such construction activities and development at the site that is the subject of the violation. Every day that such work continues shall constitute a separate violation. This Chapter does not preclude remedies available under Federal, State or common law.
2. Forfeiture of performance guarantee. In the event of a violation or deficiency that is not resolved in a reasonable time, the performance guarantee proceeds may be used by the City to install pollution prevention controls to stabilize the site subject to the grading permit. Prior to resumption of work, permittee must post a new performance guarantee.
3. Fines. Any person responsible for a violation of this Chapter shall be guilty of a misdemeanor and liable for a fine not to exceed one thousand dollars (\$1,000.00) a day. Every day that such violation is ongoing shall constitute a separate violation.
4. Enforcement. It shall be the duty of the City Engineer to enforce this Chapter. In discharging that duty the City Engineer may request and shall receive, so far as may be necessary in the discharge of that duty, the assistance and cooperation of other City Officials including, but not limited to, the following: the Chief of Police, Building Official, and Code Enforcement.
5. Actions for fines and injunctive relief. In the event of a violation, the City Engineer may request the City Counselor to institute in the Circuit Court an appropriate action for fines and injunctive relief against the person or persons responsible for that violation.

Section 420.050 **Closing of Grading Permit**

The City Engineer shall close grading permits upon permittee's stabilization of all soil at the site subject to the permit and release the entire or remaining performance guarantee as authorized.

Article V

Post-Construction

Section 420.060 **Flood Control**

A. Post-Construction – Flood Control

- a. Purpose. A development's stormwater drainage system shall be designed to:
 1. Protect natural waterways.
 2. Convey upstream and on-site stormwater runoff to a natural watercourse or to a storm drainage facility.
 3. Provide protection from the design storm event and address the major storm so as to prevent major property damage and loss of life.
- b. Plans And Calculations
 1. A drainage map shall be developed from a base reproduction of the site plan or grading plan. The existing and proposed contours shall be shown, normally at two-foot intervals, for the subject property, extending off-site one hundred (100) feet or less as determined by the Engineering Department for proper design of the proposed improvements. Contour intervals other than the above shall be used as determined by the site topography. Only United State Geological Survey datum shall be used. Locations and elevations of bench mark references are available from the Engineering Department.
 2. The location of existing and proposed property lines, streets, sinkholes, railroads, areas within the tract subject to inundation by stormwater and other significant natural features, such as wooded areas and rock formations, etc., shall be included on the map. All existing and proposed stormwater facilities, such as inlets, manholes, pipes, culverts, bridges, channels, etc., and all existing and proposed improvements required for proper design review, such as pavement, buildings, etc., shall be included on the map.
 3. The runoff details shall be required, showing individual flows for each existing and proposed structure and cumulative flows in pipes and gutters, including "Q" and area. The map shall show all bodies of water, such as ponds or lakes (including surface area and elevation) and all waterways (including their names or the names of creeks or rivers they flow into).
 4. Lots shall be laid out so as to provide positive drainage away from all buildings. Individual lot drainage shall be shown and coordinated with the drainage pattern for the area and designed so that runoff from one (1) lot will not adversely affect an

adjoining lot. All necessary grading to direct stormwater runoff shall be located within a drainage easement.

5. All computations, plans and specifications related to the implementation of this Section must be prepared and sealed by a professional engineer registered in the State of Missouri.
 6. Elevation versus discharge relationship for the basin.
 7. Elevation versus storage relationship for the basin.
 8. Inflow calculations and data for all required frequencies.
 9. Hydraulic grade line computations for pipes entering and leaving the basin for all required frequencies.
 10. Site plan with two-foot contours showing land to be developed and adjoining land whose topography may affect the layout or drainage of a basin site and the location of streams and other runoff channels.
 11. Basic information regarding the receiving watercourse and affected downstream structures to a distance of two hundred (200) feet from the site. Additional analysis of the receiving stream of greater distances from the site shall be performed if required by the City Engineer.
 12. A summary of routing calculations for all required frequencies.
 13. All computations, plans and specifications related to the implementation of this Section must be prepared and sealed by a professional engineer registered in the State of Missouri.
- c. Design criteria
1. Projects shall be designed to detain on site or offsite as approved and released at a rate not to exceed the allowable release rates for the 2-year, 10-year, and 100-year 24-hour events.
 2. The 2-year, 10-year, and 100-year, 24-hour inflow hydrographs shall be determined by using Technical Release 55 (TR-55), "Urban Hydrology for Small Watersheds" from the Natural Resources Conservation Service, formerly Soil Conservation Service (SCS). The inflow hydrograph shall be developed based on the actual flow and timing characteristics upstream of the detention facility. The Rational Method for calculating stormwater runoff may be used for watersheds up to ten (10) acres.
 3. The rainfall distribution shall be Type II. The rainfall quantities to be used are from NOAA's National Weather Service, Atlas 14 Point Precipitation Frequency Estimate, and shall be as follows: 3.29" for the 2-year 24-hour storm, 4.82" for the 10-year 24-hour storm, and 7.94" for the 100-year 24-hour storm.
 4. The volume of detention may be provided through permanent detention facilities such as dry basins or ponds, permanent ponds or lakes, underground storage facilities or in parking lots. It is noted that when runoff volume reduction BMPs are utilized within the tributary area upstream of a flood volume detention basin, the quantified runoff reduction may be used to adjust tributary area TR55 Curve Numbers (CN) for detention basin sizing.
 5. The engineer shall make every effort to locate the detention facility at or near the lowest point of the project such that all of the on-site runoff will be directed into the detention facility.
 6. Flows from offsite, upstream areas should be bypassed around the detention facility to ensure that the proposed detention facility will function as designed and will provide effective control of downstream flows with development in place. If offsite flows are directed into a detention facility, the allowable release rates shall not be modified without City Engineer approval. Modifying the release rate to

accommodate offsite flows may reduce or eliminate the effectiveness of the detention facility, because it will no longer control the increased volume of runoff during the critical time period of the watershed.

7. Detention basin volume will be based on routing the post-developed 2-year, 10-year, and 100 year, 24-hour inflow hydrographs through the detention facility while satisfying the appropriate allowable release rate. The routing computations shall be based on an application of the continuity principle, (i.e., level pool routing).

d. Calculation Of Runoff.

1. The method of calculating and routing stormwater runoff shall be as stated herein. The drainage area shall consider all on- and off-site lands contributing to the proposed development's drainage system. Capacity for such facilities shall be based on the maximum potential water shed development permitted by the Zoning Ordinance.^[2]

[2] *Editor's Note: See Ch. 400, Zoning*

2. Either the Rational Method or the TR-55 Method for calculating stormwater runoff may be used for watersheds up to ten (10) acres.
3. Figures A (rainfall intensity - referenced above) and B (runoff factors) shall be utilized with the Rational Method.^[3]

[3] *Editor's Note: Figures A and B are included as attachments to this Chapter.*

4. For watersheds larger than ten (10) acres, the SCS TR-55 Method shall be utilized. Other methods to determine peak runoff must be approved by the City Engineer prior to acceptance.
5. The minimum percentage of imperviousness to be used in design shall be based on the zoning district as shown in the following table:

Zoning District	Minimum Percentage Impervio
Pre-developed	5%
R-1A Single-Family	45%
R-1B Single-Family	50%
R-1C Single-Family Attached	50%
R-1D Single-Family	50%
R-2 Two-Family	60%
R-3 Multiple Family	70%
C-1 Limited Commercial	85%
C-2 General Commercial	85%
C-3 Central Commercial	90%
M-1 Industrial	90%
M-2 Industrial	90%
PD Planned Development Districts	TBD based on plan type
Parking, streets, roofs	100%

6. The minimum percentage of imperviousness for Planned Development Districts shall be dictated by the development plan proposed for the specific district.

7. Special uses, such as schools, churches, etc., shall have the differential runoff computed and approved by the City Engineer.
8. Special circumstances may dictate that the developed impervious area may differ from that shown in the above table. An example may be single-family lots of larger than ten thousand (10,000) square feet. Calculations prepared by a registered professional engineer may be submitted to the City Engineer for his/her evaluation to determine if a minimum impervious area which differs from that shown in the above table may be utilized. Likewise, the City Engineer may determine that the percent of impervious area for a particular development differs from that shown in the above table.
9. See Figure B^[4] for the runoff factor to be utilized for various impervious conditions and rainfall durations.

[4] *Editor's Note: Figure B is included as an attachment to this Chapter.*

- e. Inlets. Calculations shall be submitted to demonstrate the capacity of all inlets. Such calculations must consider the cross-slope of the pavement, depth of water at the curb face, size of opening and the longitudinal grade of street. Street inlets and inlets in parking areas shall reduce the spread and depth of flow to acceptable levels during the ten-year design storm. The acceptable level of flow for a minor access or local access street would maintain an eight-foot travel lane with a maximum one-inch depth. One clear ten-foot travel lane must be maintained for a collector street, and two (2) clear ten-foot travel lanes must be maintained for a major street. Any area inundated by water ponding at an inlet during the ten-year storm event shall be located within an easement or right-of-way. The effects of the 100-year storm event shall also be analyzed to ensure no property damage or dangerous conditions result. Inlets located on continuous grades may be designed to permit a portion of flow to bypass the structure; however, calculations for the downstream structure must consider the bypass.

Section 420.070 **Water Quality**

Post-Construction – Water Quality

A. Purpose

Post-Construction — Water Quality. In order to preserve the quality of water in natural streams, it is important to provide a mechanism to remove contaminants on the site prior to water entering the natural watercourse. Typically called post-construction BMPs (best management practices), these methods identify a critical water quality volume that will need to receive a treatment to remove certain contaminants. These improvements, whether structural or non-structural, will remain in place after the construction is completed. The concepts introduced in the following Subsections are taken from the APWA MARC Manual of Best Management Practices For Stormwater Quality, October 2012. Nothing in the following Subsections shall change or replace any of the City's detention ordinances.

B. Requirements

1. This requirement shall apply to redevelop and new development that exceeds one acre or more disturbed or sites that are part of a common plan development that exceeds one acre or more disturbed, the following assumptions may be made:

a. The water quality volume WQv for off-site areas is not required. The following equations are used to determine the storage volume, WQv (in acre/feet of storage):

$$WQv = [(P)(Rv)(A)]/12$$

$$P = 1.14 \text{ inches of rainfall}$$

Where:

$$WQv = \text{Water quality volume (in acre-feet)}$$

$$Rv = 0.05 + 0.009 (I) \text{ where } I \text{ is percent impervious cover}$$

$$A = \text{Area in acres}$$

- b. Measuring Impervious Cover. The measured area of a site plan that does not have vegetative or permeable cover shall be considered total impervious cover.
 - c. Multiple Drainage Areas. When a project contains or is divided by multiple drainage areas, the WQv volume shall be addressed for each drainage area.
 - d. Off-Site Drainage Areas. The WQv shall be based on the impervious cover of the proposed site. Off-site existing impervious areas may be excluded from the calculation of the water quality volume requirements.
 - e. BMP Treatment. The final WQv shall be treated by an acceptable BMP(s) from the list presented in this Chapter or other approved methods which may include bioretention, permeable pavers, or others. Reference the APWA MARC Manual of Best Management Practices For Stormwater Quality, October 2012 for guidance.
 - f. Extended Detention For Water Quality Volume. The water quality requirements can be met by providing an extended draw down of all or a portion of the water quality volume (WQv) in conjunction with other systems.
 - g. Infiltration trenches / basins for Water Quality Volume. Practices that capture and temporarily store the WQv before allowing it to infiltrate into the soil over a two-day period include:
 - 1. Infiltration trench
 - 2. Infiltration basin
 - 3. Infiltration practices will be allowed on sites where it is proven that infiltration will work. Percolation rates shall be determined for proper use.
 - h. Open Channel Practices. Vegetated open channels that are explicitly designed to capture and treat the full WQv within cells formed by check dams or other means. The drawdown period of each channel shall be less than 24 hours.
 - i. Filter Strip. Filter strips can be provided at the edge of impervious areas where sheet flow is occurring. The edge shall be protected to avoid erosion.
- C. Stream Channel Setbacks. A setback of twenty-five (25) feet from the top of an existing ordinary high water mark on any channel identified on the most current USGS Topographic Survey, shall be avoided. The setback shall clearly be defined on the applicant's site plan and identified in the field by staking.
- D. Gutter downspout disconnect. Gutters and downspouts shall not extend to within 5 feet of any Right-of-Way line or property line, and shall not be directed toward neighboring property to cause damage.

Section 420.070 Detention, Retention, and Stormwater Management System Facilities

General Design Features.

- A. Dry Bottom Basins. A stormwater detention facility, natural or artificial, which normally drains completely between spaced runoff events, may be constructed to temporarily detain the stormwater runoff so that the rate at which it is released is the same rate as before development. The following features shall be incorporated into the design of any detention basin:
1. Freeboard. Detention storage areas shall have adequate capacity to contain the storage volume of tributary stormwater runoff with at least one (1) foot of freeboard above the water surface.
 2. Outlet Control Works. Outlet works shall be designed to limit peak outflow rates from detention storage areas to or below peak flow rates that would have occurred prior to the proposed development.
 3. Outlet works shall not include any mechanical components or devices and shall function without requiring attendance or control during operation, unless specifically approved by the City Engineer.
 4. Emergency Overflow/Spillway. Emergency structures shall be provided to permit the safe passage of runoff generated in excess of the 100-year design storm event. Antivortex measures shall be provided.
 5. Maximum Depth. The maximum planned depth of stormwaters stored shall not normally exceed five (5) feet.
 6. Side Slopes. The maximum side slopes for gassed basins shall not normally exceed one (1) foot vertical for three (3) feet horizontal.
 7. Limits Of Ponding. In no case shall the limits of maximum ponding be closer than thirty (30) feet horizontally from any building and less than two (2) feet vertically below the lowest sill elevation.
 8. Interior Drainage. The basin should be designed to drain within a 24 hour period unless utilized as extended detention for water quality. **Minimizing erosion shall be considered for flows from inflow structure to outflow structure.**
 9. Multipurpose Basin. If the detention basin is to have other uses, the design of the basin bottom should include underdrains, **engineering soils, or other methods** to expedite drying of the bottom between runoff events.
 10. Aesthetics. Designs should result in aesthetically pleasing configurations which will enhance public acceptability. **Consideration should be given to adding signs for education about the purpose of the Facilities.**
 11. A orifice diameter of less than 3.0" will require a special internal control for orifice protection. For orifice between 3" and 1 1/2" diameter, an internally controlled orifice shall be used with slot width less than or equal to 1/3 of orifice diameter. Less than 1 1/2" orifice will not be allowed.
- B. Wet bottom basin: a stormwater retention facility, natural or artificial, which maintains a fixed minimum water elevation between runoff events. Wet bottom basins may also be used to temporarily detain the differential runoff from the development. In addition to the general design features enumerated above for dry bottom basins, the following features should also be incorporated into the design of any wet bottom basin:

1. Normal Pool Depth. In order to minimize weed growth, the normal pool depth should be four (4) feet minimum.

1. Fish should not be kept in Stormwater Retention Facilities.

2. Facilities For Emptying. In order to ease cleaning of the pond or shoreline maintenance, the pond design should include provisions for emptying the pond. City shall be notified in advance of any cleaning and emptying of facilities, and City shall be present to inspect.

3. Low Flow By-Pass. The design of any pond may include a low flow by-pass channel or pipeline to divert runoff that can be accommodated by downstream drainageways.

4. Side Slopes Below Normal Pool. The side slopes below the normal pool elevation may exceed the maximum side slope permitted above normal pool (3:1 slope). The design shall, however, include provisions for a safety ledge having a depth of water not greater than three (3) feet immediately adjacent to the shoreline.

5. Forebay. In order to minimize siltation of the pond, a forebay should be included in the design. Calculations for sediment volume and forebay sizing shall be submitted to the City Engineer.

C. Rooftop Storage. Detention storage may be met in total or in part by detention on roofs. Details of such design, which shall be included in the building permit application, shall include the depth and volume of storage, details of outlet devices and down drains, and elevations of overflow provisions. Direct connection of roof drains to sanitary sewers is prohibited.

D. Parking Lot Storage. Paved parking lots may be designed to provide temporary detention storage of stormwater on all or a portion of their surfaces. Outlets will be designed so as to slowly empty the stored waters. Depth of storage shall be a maximum of eight (8) inches.

E. Other Detention Methods. All or a portion of the detention storage may also be provided in underground or surface detention facilities, to include basins, tanks, bioretention, permeable pavers, or swales, etc. Emergency overflow conditions shall be considered in all methods

F. Shared Facilities And Regional Detention

1. The City retains the right to require on-site detention storage in all cases in which the proposed development will generate excess runoff that adversely affects the carrying capacity of the receiving watercourse and/or adversely affects adjoining property owners. In certain cases the applicant may make use of off-site or regional detention facilities, in lieu of on-site facilities, as described below:

a. Off-Site facility, two (2) or more developments: if two (2) or more developments, including that of the applicant, have provided for a common system.

b. Off-site facility by City: if an off-site stormwater management system has been either constructed or programmed or identified for construction by the City and the applicant has agreed to contribute to or participate in the construction thereof. Such contribution shall be determined per the following Subsection (E)(3)(b)(1).

(1) Stormwater Management Fund.

(a) Eligibility. It is determined that no immediate adverse effects will result to adjacent property and a contribution is made to the Stormwater Management Improvements Fund. Such fund is described in Subsection (E)(3)(b)(1)(c), Establishment Of Fund, below. Developments which have a differential runoff of three (3) cfs or less for the ten-year, twenty-minute event utilizing the Rational Method will be considered as prime candidates for a contribution in lieu of on-site detention. It is the City's intention to provide regional detention storage to accommodate these smaller developments. The City Council will render all decisions concerning participation in the Stormwater Management Fund.

(b) Contribution. The contribution shall be an amount equal to a cost estimate prepared by a professional engineer for site specific improvements necessary to provide detention as provided herein. Such

estimate shall not include the cost of any land necessary for detention purposes. All cost estimates for site specific detention facilities shall be subject to review and approval by the City Engineer. The developer may request that the City Engineer provide the necessary cost estimate.

- (c) Establishment Of Fund. The Stormwater Management Improvements Fund shall be and is hereby created. Said fund shall be reserved for funding improvements to stormwater systems owned and maintained by the City and for no other purposes unless authorized in the ordinance. All contributions made by parties developing within the City in accordance with Subsection (E)(3) of this Section shall be deposited to said fund. Said fund shall be deposited in an interest-bearing account.

G. Maintenance: Each owner of the property being developed has the responsibility and duty to properly operate and maintain any stormwater management system which has not been accepted for maintenance by the City. The responsibility for maintenance of the system in subdivision projects shall remain with the developer until such time as the stormwater management system escrow for such development has been released. Upon release of escrow, the maintenance responsibility goes to vested property owners within the subdivision.

1. The final plat of the subdivision shall contain language substantially as follows: "The owner of each lot within this subdivision shall maintain the stormwater management system serving this subdivision unless the stormwater management system has been accepted for maintenance by the City of Washington, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the stormwater management system." There shall also be recorded with the final plat of the subdivision deed restrictions containing the same language.
2. The responsibility for maintenance in single-lot development shall remain with the general contractor and owner until final inspection of the development is approved and an occupancy permit is issued. After occupancy, the maintenance of the management system shall be vested in the owner of the project.
3. All such privately owned and maintained systems shall be subject to periodic inspection by the City Engineer or his/her representative. The owner in charge of maintenance shall conduct annual inspections that are reported to the City. The City of Washington, Missouri, upon failure of the responsible party to maintain the systems shall be given Notice of Violation and given 3 weeks to respond to the violation and work with the City Engineer to determine a reasonable timeframe for corrections to be made. Failure to correct the deficiencies within the agreed upon timeframe shall result in a fine of not less than one hundred dollars (\$100.00) per day. If the responsible party fails to correct the deficiencies and maintain the system within the time prescribed the City shall maintain the system and charge the cost thereof against the responsible party. The costs shall be certified to the City Clerk who shall cause a special tax bill therefore against the property to be prepared and to be collected by the Collector with other taxes assessed against the property. The special tax bill from the date of its issuance shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error, informality in the same or in the proceeding leading up the issuance shall be a defense thereto. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.
4. A proper access easement to such stormwater management systems shall be provided, and a minimum ten-foot wide hard surface designed to support construction traffic with a maximum twelve percent (12%) grade shall be provided within such easement. A permeable, flexible plantable concrete block pavement system is preferred in residential areas.
5. At the time plat approval, the developer may request for dedication to the City to take over the detention facility for maintenance. This request shall be accompanied by a stormwater impact fee, payable to the stormwater fund, in the amount of 10 years of anticipated basin

maintenance, certified by an engineer. Once accepted, the City will immediately begin maintenance of said facility.

H. Existing Basin Maintenance Request

- i. The City reserves the right to accept maintenance responsibility of existing detention facilities at the request of all lots served by the facility.
 - ii. Requests shall be submitted in writing and signed by each owner of each lot within the subdivision to which the facility serves.
 - iii. Only detention facilities that serve residential subdivision will be reviewed for acceptance.
2. Detention facilities that are wet, such as ponds or lakes, will not be considered as these facilities provide other sources of benefit to the owners of the subdivision.
 3. Upon the City accepting the facility, the owner(s) of the lot to which the detention basin resides upon, shall provide the City with an easement to allow for maintenance, improvements, and storage of water.
 4. The City reserves the right to reject any requests for dedication for City maintenance responsibility.

I. Storage Capacity.

- a. The rates (pre-developed and post-developed) of runoff shall be determined for the two-, ten and 100-year rainfall frequencies. The storm duration shall be the twenty-four-hour event when the SCS TR-55 method is utilized and a minimum twenty-minute event when the Rational Method is utilized. Rainfall data shall be determined using the most current twenty-four-hour rainfall data published by the National Weather Service (NWS) Technical Paper 40 (TP40).
- b. Stormwater shall be detained on site or adjacent property under agreement and metered out at the rate of an undeveloped site for the above frequencies and minimum duration to prevent possible flooding and erosion downstream. Design criteria to establish this differential runoff rate shall be as provided in Subsection (B), Design Criteria. Note that stormwater pipes shall be sized to carry the total developed tributary upstream water shed. No reduction in pipe size shall be permitted because of detention.
- c. Detention basin volume will be based on providing adequate storage for the 100-year storm event of the required duration. Each post-developed runoff hydrograph (two, ten, and 100-year) shall be routed through the detention facility while satisfying the appropriate allowable release rate. The routing computation shall be based on an application of the continuity principle. The discharge rate shall be based on the maximum head conditions in the detention facility.

- J. Other Management Techniques. Management techniques other than detention facilities may be utilized by the development, provided that the techniques proposed meet the intent of this Section and provide a benefit to the watershed that equals or exceeds the benefit that a detention facility would provide. Such techniques would include pervious pavement systems and improved vegetation conditions.

ARTICLE VI

Improvements And Design Standards

Section 420.080 Alteration Of Ditches, Drains, And Drainage Structures.

No person shall construct, alter, relocate, remove, or destroy any ditch, drain, or drainage structure upon any real property within the City, whether subdivided or not, without complying with this Chapter.

Section 420.085 Alteration Of Contours.

No person shall alter the contours of any real property within the City, whether subdivided or not, so as to change the flow of water into or through any ditch, drain, or drainage structure without obtaining a permit and complying with the provisions of this Chapter.

Section 420.090 Improvement And Design Standards.

A. Material And Construction Standards.

1. Storm pipes shall be protected from excessive bearing pressures by placing them outside the forty-five-degree influence zone of building structures unless an engineering calculation shows the pipe material or soil condition to be adequate for the subjected load.
2. Pipes on slopes of twenty percent (20%) or greater shall be anchored securely with concrete anchors or equal to prevent the pipe from creeping downhill.
3. Pipes or structures constructed on fill shall be stable and protected against settlement by compacting fill material to ninety-five percent (95%) of the modified proctor maximum dry density, per AASHTO T180 (ASTM D1557).
4. Pipes thirty-six (36) inches or larger may be placed on a curved alignment utilizing alignment radii established by the pipe manufacturer.
5. The receiving surface where pipes discharge shall be protected from erosion by evaluating the discharge velocity for the ten-year design storm. The use of energy-dissipating devices may be necessary to reduce the velocity to acceptable levels for the receiving surface.
6. A manhole, inlet or junction box shall be located at changes in pipe size, grade, alignment or material.
7. The angle between influent and effluent pipes shall be not less than ninety degrees (90°) and the drop between inverts shall be not less than one-tenth (0.1) foot.
8. Manhole and inlet castings located in travel ways shall be capable of withstanding traffic loads and shall be constructed flush with the finished surface.
9. All materials and appurtenances for stormwater management systems shall conform to current standards of the American Society for Testing and Materials (ASTM).
10. Manholes shall be precast or cast-in-place concrete, brick, concrete block, with concrete or brick risers and approved manhole covers.
11. A new drainage channel or pipe shall intersect an existing drainage channel at a maximum angle of sixty degrees (60°).
12. All trenches under roadway pavement shall be backfilled with Missouri Department of Transportation (MoDOT) Type I aggregate in six-inch layers and compacted to ninety-five percent (95%) of the modified proctor maximum dry density per AASHTO T180 (ASTM D1557).
13. All piping shall be bedded per the manufacturer's requirements.
14. Grated inlets will not be allowed without special approval by the City Engineer.
15. All materials used in the construction of storm sewers shall be subject to inspection and approval of the City Engineer.
16. Acceptable pipe material is as follows.
17. Reinforced concrete pipe shall conform to the requirements of the Specifications for Reinforced Concrete Culvert, Storm Drain and Sewer Pipe, ASTM C76. Strength class or classes shall be as required per design specifications of the latest edition of the Concrete Pipe Handbook as published by the American Pipe Association.
18. Corrugated metal pipe shall conform to the requirements of AASHTO M36, Standard Specification for Zinc Coated (Galvanized) Pipe, or the Standard Specifications for AASHTO M196 Corrugated Aluminum Pipe. Structural design requirements shall be per the latest edition of the Handbook of Steel Drainage and Highway Construction Products, as published by the American Iron and Steel Institute.
19. Corrugated polyethylene pipe shall conform to the requirements of AASHTO M294, Standard Specifications for Corrugated Polyethylene Pipe. All polyethylene pipe should be installed according to ASTM D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.

20. Dual wall and triple wall polypropylene pipe shall conform to the requirements of AASHTO M330, Standard Specification for Polypropylene Pipe, ASTM F2736 for sizes twelve (12) inches to thirty (30) inches and ASTM F2764 for sizes thirty (30) inches to sixty (60) inches. All polypropylene pipe shall be installed according to, ASTM F2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- a. Reinforced concrete pipe and corrugated polypropylene complying with the provisions in Section **420.035(F)(16)**, above, shall be required under road pavement.
 - b. A minimum pipe size of twelve (12) inches is required to prevent blockage.
 - c. All construction details pertaining to stormwater drainage shall be in accordance with the Metropolitan St. Louis Sewer District requirements and standards for construction of sewers and drainage facilities, unless otherwise noted herein.

Section 420.095 **Sediment Control and Revegetation of Disturbed Areas**

Sediment And Erosion Control Standards

- A. General. Sediment and erosion control will be accomplished by applying conservation practices that will reduce the potential for damage from these hazards. Control practices use trapping, filtering or diversion techniques to protect adjacent properties from land disturbance activities.
- B. NPDES Stormwater Permits. Construction sites, where the area to be disturbed is one (1) acre or more, must apply for a stormwater discharge permit from the Missouri Department of Natural Resources. If required, the applicant must obtain and submit proof of an NPDES stormwater permit to the City, before plans will be approved. Permit requirements are set forth in 10 CSR20-6.200 of the Missouri clean water laws.
- C. When Controls Are Required. Sediment and erosion control shall be implemented to prevent damage to off-site property, drainage facilities or watercourses. Generally, standard vegetative and structural practices, as specified below, that filter, divert or promote the settlement of sediment particles from storm runoff shall be provided in the following situations:
 - i. To prevent sediment-laden runoff from leaving disturbed areas.
 - ii. To isolate disturbed areas from erosive surface runoff associated with significant undisturbed areas.
 - iii. To protect storm drainage conveyance systems at operable inlets.
- D. Types Of Controls. The stormwater management plan shall be selected, installed, operated and maintained to adequately control erosion, capture sediment and prevent pollution. To achieve these goals BMPs in accordance with the concepts and methods described in either of the following two (2) documents should be utilized.
 - i. Protecting Water Quality, MDNR (Latest Edition).
 - ii. Field Manual on Sediment and Erosion Control BMPs. Jerald S. Fifield, Ph.D., CPESC, Forester Press, Latest Edition.
 - iii. The developer is not limited to the use of BMPs identified in the above publications. Engineering professionals are encouraged to design innovative ways to address site specific conditions.
- E. Sediment And Erosion Control Plan. Where natural vegetation is removed during grading operations, it shall be replaced as specified herein. The sediment and erosion control plan shall indicate the proposed phasing of the project to include conveyance systems, detention facilities, clearing, rough grading and construction, final grading, landscaping. When grading operations are substantially complete or have been suspended for fourteen (14) days, revegetation shall occur. Such revegetation shall meet the below criteria for either temporary or intermediate seeding.

- F. Temporary Seeding. This is the establishment of fast-growing annual vegetation to provide economical erosion control for up to twelve (12) months and reduce the amount of sediment moving off the site. This practice applies when the landscape is anticipated to be disturbed within the next twelve (12) months. The required application rates are as follows: one (1) bushel of wheat or oats per acre; 10-20-10 fertilizer at four hundred (400) pounds per acre; eighty (80) to one hundred (100) bales of straw mulch per acre.
- G. Intermediate Seeding. This is the establishment of perennial vegetation on disturbed areas for periods longer than twelve (12) months. This type of vegetation provides economical long-term erosion control and helps prevent sediment from leaving the site. The required application rates are the same as for temporary seeding with the addition of forty (40) to fifty (50) pounds per acre of fescue grass seed. The application of fescue is not required during the period of May 15 to August 15. However, it shall be applied as soon as weather conditions permit following August 15.
- H. **Off-Season Cover. Revegetation is still required in all seasons using alternative seed mixes better suited for growth in the summer and winter. Alternative stabilization methods may be explored such as erosion matting or mulch cover.**
- I. Reseeding. Reseeding shall occur at any time at the direction of the City Engineer if necessary to obtain the desired erosion control benefits. Vegetation types other than those specified herein may be utilized upon approval of the Engineer.
- J. Minimum Requirements. The criteria established herein are the minimum requirements for erosion and sediment control. The owner may at any time establish permanent vegetation which exceeds these requirements.

ARTICLE VII

Illicit Discharge

Section 420.100 Stormwater Quality Management And Illicit Discharge Control.

1. Purpose And Intent. The purpose of this Section is to provide for the health, safety and general welfare of the citizens of the City of Washington through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by Federal and State law. This Section establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this Section are:
 - a. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user.
 - b. To prohibit illicit connections and illicit discharges to the municipal separate storm sewer system (MS4).
 - c. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Section.
2. Applicability. This Section shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.
3. Responsibility For Administration. The City of Washington shall administer, implement and enforce the provisions of this Section. Any powers granted or duties imposed upon the City Administrator may be delegated by the City Administrator to persons or entities acting in the beneficial interest of or in the employ of the City.
4. Severability. The provisions of this Section are hereby declared to be severable. If any provision, clause, sentence or paragraph of this Section or the application thereof to any person,

establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Section.

5. **Ultimate Responsibility.** The standards set forth herein and promulgated pursuant to this Section are minimum standards; therefore, this Section does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution nor unauthorized discharge of pollutants.
6. **Discharge Prohibitions.**
 - a. **Prohibition Of Illegal Discharges.** No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.
 - b. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
 - i. The following discharges are exempt from discharge prohibitions established by this Section as long as there are no impacts to waters of the state: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains, sump pumps (not including active groundwater dewatering systems), crawl space pumps, air-conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools [if dechlorinated — typically less than one (1) PPM chlorine], emergency firefighting activities and any other water source not containing pollutants.
 - ii. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
 - iii. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
 - iv. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or Missouri Department of Natural Resources (MoDNR) and other applicable laws and regulations and provided that written approval has been granted for any discharge to the storm drain system.
7. **Prohibition Of Illicit Connections.**
 - a. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
 - b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - c. A person is considered to be in violation of this Section if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.
8. **Suspension Of MS4 Access.**
 - a. **Suspension Due To Illicit Discharges In Emergency Situations.** The City of Washington may, with appropriate notice, suspend MS4 discharge access to a person in order to prevent an actual or threatened discharge which presents or may present imminent and substantial danger to the environment or to the health or welfare of persons or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary

- to prevent or minimize damage to the MS4 or waters of the United States or to minimize danger to persons.
- b. Suspension Due To The Detection Of Illicit Discharge. Any discharge to the MS4 in violation of this Section may result in termination of MS4 access. If such termination would abate or reduce an illicit discharge, the City shall notify the violator of the proposed termination of its MS4 access. The violator may petition or request a hearing before the City Council, but must suspend the illicit discharge until after the reconsideration and hearing are held.
 - c. A person commits an offense, if the person reinstates MS4 access to premises suspended or terminated pursuant to this Section without the prior approval of the authorized enforcement agency.
9. Industrial Or Construction Activity Discharges. Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Washington prior to the allowing of discharges to the MS4.
10. Monitoring Of Discharges.
- a. Applicability. This Section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
 - b. Access To Facilities And Records.
 - c. Facility operators shall provide to the City of Washington copies of records that must be kept under the conditions of an NPDES permit to discharge stormwater.
 - d. Upon consent of the property owner, the City of Washington may install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition in by the discharger at its own expense; however, such equipment shall remain the property of the City of Washington. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy. No person shall damage such equipment or alter such equipment so that proper results cannot be obtained.
 - e. If the City of Washington has been refused access to any part of the premises from which stormwater is discharged or if the property owner is not available to give consent to access the premises, the City may, upon demonstrating probable cause to believe that there may be a violation of this Section or a need to inspect and/or sample to verify compliance with this Section or any order issued hereunder, seek issuance of an administrative search warrant from any court of competent jurisdiction.
11. Requirement To Prevent, Control And Reduce Stormwater Pollutants By The Use Of Best Management Practices (BMPs). The City of Washington will adopt requirements identifying best management practices (BMPs) for any activity, operation or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system or waters of the United States. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premises, which is or may be the source of an illicit discharge, will be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system (MS4). Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this Section. These BMPs shall be part of a Stormwater Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.
12. Watercourse Protection. Every person owning property through which a watercourse passes or such person's lessee shall keep and maintain that part of the watercourse within the property free of

trash, debris, excessive vegetation and other obstacles that would pollute, contaminate or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse so that such structures will not become a hazard to the use, function or physical integrity of the watercourse.

13. Notification Of Spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Washington within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

14. Enforcement.

- a. Notice Of Violation. Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this Section, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice and order may require without limitation:
 - i. The performance of monitoring, analyses and reporting;
 - ii. The elimination of illicit connections or discharges;
 - iii. That violating discharges, practices or operations shall cease and desist;
 - iv. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
 - v. The implementation of source control or treatment BMPs
- b. The City Engineer may order that such work be completed by implementing the following procedure:
 - i. If any section of this code, including, but not limited to, soil, mud, earth, sand, gravel, rock, stone, concrete, or other materials, or liquids from any site are deposited, dropped upon or permitted to roll, flow, stand, or wash upon or over any public street, street improvement, road, sewer, storm drain, watercourse, right-of-way, or any other public property in any manner, it shall be deemed a nuisance which is detrimental to the property, health, safety and welfare of the public, and the owner of the site shall be notified and shall abate the nuisance within specified timeframe or within four (4) hours of notification. Notification may be made by telephone, fax, personal contact or site posting. The notice will include the time notified and deadline for abating the violation.
 - ii. If the owner of the site fails or refuses to abate the nuisance within six (6) hours after time specified on notification, the owner shall be issued a summons to appear in the Circuit Court. The City shall then cause the nuisance to be abated at the property owner's expense. The expense for abating the nuisance shall also be assessed against the owner of the site, and against the site, and a special tax bill shall be issued against said site for said expenses.
 - iii. Any person found to be in violation of any provision of this Article shall be subject upon conviction to a fine of not less than two hundred fifty dollars (\$250.00), as well

as the costs of removal of the materials from the public street, street improvement, road, sewer, storm drain, watercourse, right-of-way, or any other public property.

- iv. If the property owner fails to abate the violation and/or restore the affected property within the time prescribed following notice or appeal, the work may be done by the City or a contractor designated by the City Administrator and the expense in accordance with the City's procedures for abatement of a nuisance. The property owner shall be responsible for all costs of such work.
- v. Appeal Of Notice Of Violation. Any person receiving a notice of violation may appeal the determination and order of the City Administrator. The notice of appeal must be received within thirty (30) days from the date of the notice of violation. Hearing on the appeal before the City Council or its designee shall take place within thirty (30) days from the date of receipt of the notice of appeal. Any aggrieved party shall then be entitled to judicial review in accordance with the provisions of the Missouri Administrative Procedures Act.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 420 OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI AND ENACTING IN LIEU THEREOF A NEW CHAPTER 420

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

SECTION 1: Chapter 420 of the Code of the City of Washington, Missouri is hereby repealed.

SECTION 2: There is hereby enacted a new Chapter 420 of the Code of the City of Washington, Missouri as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH

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

Article I Purpose and Intent

Section 420.005 Purpose; Intent.

A. Purpose. The purpose of this Chapter is to provide minimum standards, controls and criteria for stormwater management. The principal design consideration in this Chapter is to minimize the harmful physical and economic effects of erosion, sedimentation and flooding from stormwater runoff. This is to be accomplished through the requirement of special measures to mitigate erosion, both during and after construction, the detention and controlled discharge of the differential runoff from the development and a well-designed stormwater conveyance system.

B. Intent. The intent of this Chapter is to ensure that the drainage of surface waters will not be changed by new construction, or that if surface water drainage is to be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the property owner or developer has a right to use, and that such surface waters will be planned for so as to reduce the likelihood of damage to adjacent properties.

Article II Interpretation

Section 420.010 Minimum Requirements And Interpretation Of Provisions.

A. Minimum Requirements. The provisions of this Chapter shall be considered the minimum requirements for the promotion of the public health, safety, and welfare. Where provisions of this Chapter impose greater restrictions than those of any statute, other ordinance or regulation, the provisions of this Chapter shall be controlling. Where the provisions of any statute, other ordinance or regulation impose greater restrictions than this Chapter, the provisions of such statute, other ordinance or regulation shall be controlling.

B. Interpretation And Application. In interpreting and applying the provisions of this Chapter, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this Chapter to interfere with or abrogate or annul any ordinance, rules, regulations or permits previously adopted or issued, and not in conflict with any of the provisions of this Chapter or this Title, or which shall be adopted or issued pursuant to law relating to the development of property, the use of buildings or premises, and likewise not in conflict with this Chapter or this Title; nor is it intended by this Chapter to interfere with or abrogate or annul any easements, covenants or other agreements

between parties; except, that if this Chapter imposes a greater restriction, this Chapter shall control.

C. Reference To State Law, Rules, Or Regulations. Whenever any provision of this Chapter refers to or cites a section of the relevant State law or rules and regulations and that section is later amended or superseded, this Chapter shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

D. Use Of Words And Phrases.

1. For the purpose of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not directory.

2. The terms "shall" and "must" are mandatory and not discretionary; the words "may" or "should" are permissive.

3. The words and phrases expressly defined herein shall be given the defined meaning, unless indicated otherwise by the context.

4. Words and phrases which are not defined herein shall be given their usual meaning except where the context clearly indicates a different or specified meaning.

5. The words "use" or "occupy" shall include the words "intended," "designed," or "arranged" to be "used" or "occupied."

Article III Terminology

Section 420.015 Definitions.

For the purposes of this Chapter, the following terms shall be deemed to have the meaning indicated below:

BEST MANAGEMENT PRACTICES or BMPs

Practices, procedures or a schedule of activities to reduce the amount of sediment and other pollutants in stormwater discharges associated with construction and grading activities.

DESIGN STORM EVENT

A storm of a specified duration expected to occur having a given probability of occurrence in any given year, generally described in frequency intervals.

1. A 100-year storm event will have a one (1) in one hundred (100) [one percent (1%)] chance of occurring in any given year.
2. A twenty-year storm event: five percent (5%).
3. A ten-year storm event: ten percent (10%).

DETENTION FACILITY

A surface water runoff storage facility that is normally dry but is designed to hold (detain) surface water temporarily during and immediately after a runoff event.

DIFFERENTIAL RUNOFF

The difference between the calculated volume and rate of runoff discharged from a site after development versus the calculated volume and rate of runoff discharged from the predeveloped site.

DITCH or DRAIN

Any watercourse or conduit, whether open or enclosed, natural or artificial, by which waters coming or falling upon lands are carried away.

DRAINAGE STRUCTURES

Those structure other than ditch, drain or pumping plants which are intended to promote or aid drainage. Such structures may be independent from other drainage work or may be part of or incidental to such work. The term includes, but is not restricted to, dams, catch basins, bulkheads, walls, spillways, flumes, drop boxes, pipe outlets, junction boxes and structures, the primary purpose of which is to prevent the erosion of soil into a drain.

FILTER STRIP

A belt of vegetation preserved to protect the stream bank, provide infiltration, intercept sediment and other pollutants and reduce stormwater flow and velocity.

FREEBOARD

The difference in elevation between the top of the detention basin dam and the design surface water elevation.

MAJOR STORM EVENT

A storm of a specific duration expected to occur with a frequency of once every one hundred (100) years.

RATIONAL METHOD

An empirical formula for calculating peak rates of runoff resulting from rainfall.

RETENTION FACILITY

A surface water runoff storage facility always contains (retains) a substantial volume of water to serve recreational, aesthetic, water supply or other functions. Surface water is temporarily stored above the normal stage during and immediately after runoff events.

SCS TR-55

Soil Conservation Service Technical Release 55, Urban Hydrology for Small Watersheds, from the Natural Resources Conservation Service.

STORMWATER MANAGEMENT PLAN

The drawings, computations, data, proposed contours, reports, etc., that identify how stormwater runoff is to be handled.

STORMWATER MANAGEMENT SYSTEM

All means, natural or man-made, used for conducting stormwater runoff to, through or from a drainage area to the point of outlet.

STORMWATER RUNOFF

Water that results from precipitation which is not absorbed by soil, evaporated into the atmosphere or entrapped by ground surface depressions and vegetation.

STREAMBANK

Top of existing: The top of the natural incline bordering a stream.

TIME OF CONCENTRATION

An estimate of the time of surface water flow from the hydraulically most remote part of the drainage area to the point in question.

TRIBUTARY AREA

All of the area that contributes stormwater runoff to a given point.

Article IV Permit Requirements

Section 420.025 Permit Required.

A. No person shall commence any construction, substantial improvement or other development that affects the drainage of surface or subsurface water without first obtaining a building permit and/or grading permit (if applicable) from the Building and/or Engineering Department. No permit shall be issued for any proposed alteration which:

1. Will increase the amount and/or rate, or adversely affect the quality, of surface water draining onto other properties;
2. Will damage other properties;
3. Does not conform to the general drainage laws of the State, the ordinances of the City, and, in particular, the rules, regulations, and standards of this Chapter; and
4. Alters or removes wetlands from their present location without City, State, Federal permits as may be required.

Section 420.030 Grading Permit.

A. Purpose

1. The purpose of this Chapter is to control soil erosion on land that is undergoing development for non-agricultural uses and to preserve the natural terrain and waterways of land within the City of Washington. Soil erosion may result in the loss of valuable top soil, the degradation of water quality and obstruct stormwater flows in storm sewers, road ditches and natural watercourses.
2. The provisions in this regulation are intended to promote land preservation and the public welfare by guiding, regulating and controlling the design, construction, use and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth. Application of the regulations in this document is intended to control soil erosion and sedimentation.

B. Scope of Authority.

Any person, firm, corporation or business proposing to remove any ground vegetation, to disturb or fill the land or to store soil within the City of Washington shall apply to the Engineering Department for approval and issuance of a grading permit. State and Federal permit conditions that are more stringent than the requirements set forth herein shall govern.

c. Grading Permit Required.

It shall be unlawful for the owner of a property and/or that owner's agent to perform land disturbance activities affecting five thousand (5,000) square feet or more, without obtaining a grading permit. Also any grading, filling, excavating or any change in the grade of property that involves the moving, depletion or replacement of more than fifty (50) cubic yards of material or changes the existing elevation by more than two (2) feet requires a permit. A permit is also required for any land disturbance that is part of a common plan that would meet the above requirements. Common plans can get individual permits for each lot or one to cover the entire site with all lots included.

1. Exemptions.

A grading permit will not be required for the activities listed below, provided that no change in drainage patterns or sedimentation onto adjacent properties will occur.

- a. Land disturbance activities in public rights-of-way covered by a special use permit.
- b. Land disturbance activities for or by any public utility for the installation, inspection, repair or replacement of any of its facilities.
- c. Land disturbance activities in quarries and permitted sanitary landfills that do not drain off the property.
- d. Land disturbance activity of land for farming, nurseries, landscaping or gardening or similar agricultural or horticultural use whenever there is substantial compliance with recommendations or standards of the local soil conservation authority.
- e. Removal of existing or dying grass or similar vegetation by disturbing not more than a maximum area of ten thousand (10,000) square feet and resodding or reseeding with new landscaping to include preparation of the seed bed; provided erosion and sediment control measures are provided until the grass or other vegetation is established.
- f. Gardening and similar activities on property occupied by one- or two-family dwellings.
- g. Any emergency activity that is immediately necessary for the protection of life, property or natural resources.

Section 420.035 Permit Requirements.

A. Plan Submittal Requirements

Two (2) sets of plans (construction drawings) or electronic file shall be submitted to the Engineering Department for review and approval along with the escrow and inspection fee. Initially submitted plans must include all items in Subsections (1) and (2) of this Section and must be supplemented by all items in Subsection (3) of this Section prior to

issuance of any permit, unless an item is waived pursuant to Waiver of Requirements section.

1. General information.
 - a. Name, address and telephone number of property owner or permittee.
 - b. Property address and location map of land disturbance property.
 - c. Property boundaries and adjacent property owners.
 - d. A site map showing the outlines of the total project area and land disturbance areas.
 - e. Total acreage of site or property.
 - f. Total acreage of land disturbance.
 - g. Name and address of engineering firm or engineer.
 - h. Existing land use and zoning.
 - i. North arrow and plan scale. The plan scale shall be one (1) inch equals twenty (20) feet to one (1) inch equals fifty (50) feet in any increments of ten (10) feet on one or more sheets not less than eight and one-half (8 1/2) inches by eleven (11) inches or greater than thirty-six (36) inches by forty-eight (48) inches in size. The Zoning Administrator may authorize a different plan scale, so long as the scale is in ten-foot increments and the resulting site plan clearly shows the information required herein.
 - j. Existing surface contours at interval no greater than two (2) feet to at least twenty-five (25) feet beyond the land disturbance activity area.
 - k. FEMA flood panel number and delineation of 100-year flood plain and floodway.
 - l. Location of soil types, wooded areas, watercourses, wetlands, surface water bodies and soil borings.
 - m. Location of all underground and above ground utilities, including pipelines.
 - n. Delineation of the vegetative buffer plan.
 - o. Natural watercourses showing top and toe of banks.
 - p. Proposed access to the site either from public right-of-way under a permit issued by the governing agency or through private property under an easement or license.
 - q. All proposed permanent improvements to be constructed as part of the land disturbance activity.
 - r. Proposed surface contours at intervals no greater than two (2) feet to at least twenty-five (25) feet beyond the land disturbance activity area.
 - s. Statement that "The contractor shall request inspection two (2) days in advance of construction startup".

- t. A signed statement by the permittee assuming full responsibility for the performance of the land disturbance activities and that all State, County and private property or roads will be adequately protected.

2. Specific design information.

- a. The sequence of all land disturbance activities including those listed below, and all installations of erosion and sediment controls listed below, shall be shown on construction plans:
 - (1) Stripping and clearing;
 - (2) After changes in drainage courses;
 - (3) Construction of underground infrastructure;
 - (4) Construction of structures, such as buildings, pavement, retaining walls;
 - (5) Final grading; and
 - (6) Landscaping.
- b. The City Engineer may require that separate construction plans be submitted for separate phases of the project.
- c. Stabilization of any stream bank erosion problems existing in natural watercourses that are to be left undisturbed, that may jeopardize private lots, public utilities or detention facilities.
- d. Details of any temporary drainage system proposed to be installed in connection with any and all phases of land disturbance activity.
- e. Details of proposed water impoundment structures, embankments, sediment or debris basins, grass or lined waterways and diversions with the details and locations of proposed stable outlets and the location of any downstream impoundments which could be affected by the proposed land disturbance activities.
- f. Location of construction traffic entrance and wash-off pad.
- g. Description of erosion and sediment controls that will be installed prior to and during land disturbance activity to control pollutants in stormwater discharges.
- h. Description and location of permanent erosion and sediment controls after land disturbance activities have ended.

B. Other required submittals. Other items, if applicable, must be submitted prior to issuance of a grading permit.

- a. Alternative material and vendor specifications for erosion and sediment control devices.
- b. Other City permits, such as flood plain development permit, special use permit, demolition permit and building permit for retaining walls.

- c. Permits from other governmental agencies, such as United States Army Corps of Engineers Section 404 permit and Missouri Department of Natural Resources Section 401 permit.
- d. Missouri Department of Natural Resources land disturbance permit.
- e. Performance guarantee
- f. Executed easements needed for land disturbance activities or access.
- g. Payment of base inspection fee required by this Chapter.

C. Waiver of Requirements.

The applicant may request a waiver of specific plan submittal requirements to the Engineering Department. The City Engineer may grant the request for a waiver, including a reduction in base inspection fees, upon determining that the item to be waived is not applicable to the project under review or that the request for a waiver is justified and that the remaining information on the submitted plans or permit application is sufficient to show that the work will comply with the objectives and principles of this Chapter.

D. Performance Guarantee.

In order to obtain a grading permit, the applicant must insure or guarantee the stabilization of the site upon completion or stoppage of the land disturbance activity.

- 1. The applicant, or a contractor for the applicant, shall post a performance guarantee with the City in the amount established in this Section.
- 2. Amount Of Performance Guarantee.
The amount is a \$5,000 escrow per acre of land disturbed. The minimum fee is \$1,000.

E. Release Of Performance Guarantee Funds.

The City Engineer shall authorize release of all remaining performance guarantee funds only when the City Inspector certifies that all land disturbance work has been completed, all temporary sediment and erosion control measures have been properly removed or abandoned, all permanent site improvements have been constructed and approved, including stormwater management facilities, and all soil subject to the grading permit is stabilized, including permanent vegetation.

F. Transfer of Grading Permit.

A Permittee remains bound to said permit even after transfer of land ownership.

G. Requirements Before Construction Startup.

It is the responsibility of the permittee to ensure that the following items are performed prior to construction startup, unless deemed non-applicable to the project by the City Engineer.

1. Schedule a pre-construction inspection with the Engineering Department prior to the start of any land disturbance activity other than installing erosion control BMP's.
2. Notify City Engineer whenever new erosion control BMP's have been installed or any changes to erosion control plan submitted has changed.
3. Identify proposed good housekeeping practices to control general site pollutants, such as construction wastes, site litter, construction debris, dust and sanitary wastes.
4. Identify toxic or hazardous substances, petroleum products, pesticides, herbicides and other pollutants that will be used on site. Identify pollution control method for each substance and submit an emergency management plan for responding to any loss of toxic materials due to a containment failure. This plan must include documentation of actions and mandatory reporting to the City.
5. Provide an erosion and sediment control installation sequencing schedule.

H. Plan Modifications During Construction.

Field Modifications. The permittee shall modify already approved plans or modify descriptions of pollution prevention methods in any of the following circumstances.

1. Inspections by the City Engineer or by the Missouri Department of Natural Resources indicate deficiencies.
2. Inspections by the permittee indicate deficiencies.
3. Either the permittee or the City Engineer determines that the current installations are ineffective in significantly minimizing or controlling erosion of land or sedimentation in streams or lakes.
4. Either the City Engineer or the Missouri Department of Natural Resources determines that total settleable solids from a stormwater outfall exceeds two and one-half (2.5) milliliters per liter per hour (ml/L/hr) or one-half (0.5) ml/L/hr in the event the land disturbance activity is within a valuable water resource area as determined by the Missouri Department of Natural Resources.
5. Either the City Engineer or the Missouri Department of Natural Resources determines that violations of Water Quality Standards 10 CSR 20-7.031(3) may occur or have occurred.
6. Either the City Engineer or the Missouri Department of Natural Resources determines that the pollution prevention methods submitted to the City as required are ineffective in preventing pollution of waterways from construction wastes, chemicals, fueling facilities, concrete truck washouts, toxic or hazardous materials, site litter or other substances or wastes likely to have an adverse impact on water quality.

Section 420.040 Inspections and Reports.

A. City Inspections.

1. The permittee consents to the City inspecting the proposed development site and all work in progress and to payment of additional inspection fees above the base inspection fee, if any, as authorized by ordinance.
2. The City Engineer or his designee shall make inspections and either approve that portion of the work completed or notify the permittee in writing when the work fails to comply with the conditions of the grading permit.
3. The permittee shall notify the City Engineer or his designee at least two (2) working days before the following activities to obtain timely inspection:
 - a. Establishment of stream buffer boundaries.
 - b. Start of land disturbance or construction;
 - c. Installation of erosion and sediment controls;
 - d. Completion of site clearing;
 - e. Completion of rough grading;
 - f. Completion or suspension of final land disturbance activity;
 - g. Close of the construction season; and
 - h. Completion of final landscaping.
4. The City Engineer or his designee shall inspect the property periodically for compliance with these regulations, after a substantial rain event and after any notice to correct issued. The City Engineer or his designee may inspect the property upon receipt of a citizen complaint concerning erosion or sediment control issues.

B. Permittee Inspections And Reporting.

1. The permittee shall make regular inspections of the permitted site, observing all erosion and sediment control and other pollutant control measures, outfalls and off-site receiving waters. The inspections must be conducted by a person knowledgeable in the principles and practice of erosion and sediment controls, who possess the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of the erosion and sediment controls used.
2. Inspections must be made by the permittee at least once per 14 days and no later than two (2) working days after a substantial rain event. A reduction in the weekly inspections may be waived by the City Engineer for the following reasons:
 - a. The entire site is temporarily stabilized;
 - b. Runoff is unlikely due to winter conditions, such as snow cover or frozen ground; and

- c. Construction is during arid periods when no erosion or sediment has occurred.
- 3. All inspections by the permittee shall be documented and submitted through the City SWPPP Inspection Portal, located on the City website, or other approved method at the time interval specified in the permit. A report of each inspection shall be kept on site by the permittee if possible. Falsification of reports is in violation of the permit and cause of immediate suspension or revocation of the permit. The inspection reports are to include the information set out in the City's standard inspection template.
- 4. The permittee shall be responsible for correcting any deficiencies identified within seven (7) calendar days of the date of inspection required by this Subsection identifying these deficiencies.
- 5. The City Engineer shall make additional inspections as necessary to ensure the validity of the reports filed and, where applicable, to confirm the correction of reported deficiencies.

Section 420.045 Violations, Corrections, and Enforcement.

A. Violations.

- 1. It shall be a violation of this Chapter to construct, enlarge, alter, repair or maintain any land disturbance activity, excavation or fill, or cause the same to be done, contrary to any provision of this Chapter.
- 2. It shall be a violation of this Chapter to fail to install and maintain any erosion and sediment control measures and systems authorized and required by a duly issued grading permit.
- 3. It shall be a violation of this Chapter to fail to comply timely with any notice to correct issued or correct timely any deficiencies identified by the permittee.
- 4. The need to halt or reduce the permitted construction or grading activity in order to maintain compliance with the permit conditions shall not be a defense to the permittee in an enforcement action.

B. Notice To Correct, Notice Of Violation And Service Of Notices.

- 1. Upon confirming any violation or deficiency, the City Engineer shall issue a written notice to correct directing abatement of those violations and/or correction of that deficiency within a specified timeframe or within seven (7) calendar days. The notice shall state that failure to comply with its terms shall constitute an additional violation of this Chapter.
- 2. Upon confirming failure to comply or respond timely with any notice to correct, the City Engineer shall issue a written notice of violation, including a stop work order and notice of fines as authorized by Subsection (C) of this Section.

3. Notwithstanding the foregoing provisions of this Subsection, when the City Engineer finds that any person has undertaken land disturbance activity without a grading permit required by this Chapter, the City Engineer shall issue a notice of violation including a stop work order and notice of fines as authorized by Subsection (C) of this Section and such fines shall accrue from the day on which such unauthorized land disturbance commenced.
4. The City Engineer shall serve any written notice authorized by this Subsection by posting one (1) copy at the work site and by hand-delivering or e-mailing other copies to any and all persons responsible for the violation or deficiency.

C. Enforcement.

1. Stop work order. The City Engineer shall also have the right to stop all or any part of the construction activities and development until all corrections set out in such notice have been satisfactorily made. To that end, the City Engineer shall issue and post on the site a written order directing that such construction activities and development be stopped immediately and shall serve that written order upon any person, firm, corporation or business engaged in such construction activities and development at the site that is the subject of the violation. Every day that such work continues shall constitute a separate violation. This Chapter does not preclude remedies available under Federal, State or common law.
2. Forfeiture of performance guarantee. In the event of a violation or deficiency that is not resolved in a reasonable time, the performance guarantee proceeds may be used by the City to install pollution prevention controls to stabilize the site subject to the grading permit. Prior to resumption of work, permittee must post a new performance guarantee.
3. Fines. Any person responsible for a violation of this Chapter shall be guilty of a misdemeanor and liable for a fine not to exceed one thousand dollars (\$1,000.00) a day. Every day that such violation is ongoing shall constitute a separate violation.
4. Enforcement. It shall be the duty of the City Engineer to enforce this Chapter. In discharging that duty the City Engineer may request and shall receive, so far as may be necessary in the discharge of that duty, the assistance and cooperation of other City Officials including, but not limited to, the following: the Chief of Police, Building Official, and Code Enforcement.
5. Actions for fines and injunctive relief. In the event of a violation, the City Engineer may request the City Counselor to institute in the Circuit Court an appropriate action for fines and injunctive relief against the person or persons responsible for that violation.

Section 420.050 Closing of Grading Permit

The City Engineer shall close grading permits upon permittee's stabilization of all soil at the site subject to the permit and release the entire or remaining performance guarantee as authorized.

Article V Post-Construction

Section 420.060 Flood Control

A. Post-Construction – Flood Control

- a. Purpose. A development's stormwater drainage system shall be designed to:
 1. Protect natural waterways.
 2. Convey upstream and on-site stormwater runoff to a natural watercourse or to a storm drainage facility.
 3. Provide protection from the design storm event and address the major storm so as to prevent major property damage and loss of life.
- b. Plans And Calculations
 1. A drainage map shall be developed from a base reproduction of the site plan or grading plan. The existing and proposed contours shall be shown, normally at two-foot intervals, for the subject property, extending off-site one hundred (100) feet or less as determined by the Engineering Department for proper design of the proposed improvements. Contour intervals other than the above shall be used as determined by the site topography. Only United State Geological Survey datum shall be used. Locations and elevations of bench mark references are available from the Engineering Department.
 2. The location of existing and proposed property lines, streets, sinkholes, railroads, areas within the tract subject to inundation by stormwater and other significant natural features, such as wooded areas and rock formations, etc., shall be included on the map. All existing and proposed stormwater facilities, such as inlets, manholes, pipes, culverts, bridges, channels, etc., and all existing and proposed improvements required for proper design review, such as pavement, buildings, etc., shall be included on the map.

3. The runoff details shall be required, showing individual flows for each existing and proposed structure and cumulative flows in pipes and gutters, including "Q" and area. The map shall show all bodies of water, such as ponds or lakes (including surface area and elevation) and all waterways (including their names or the names of creeks or rivers they flow into).
 4. Lots shall be laid out so as to provide positive drainage away from all buildings. Individual lot drainage shall be shown and coordinated with the drainage pattern for the area and designed so that runoff from one (1) lot will not adversely affect an adjoining lot. All necessary grading to direct stormwater runoff shall be located within a drainage easement.
 5. All computations, plans and specifications related to the implementation of this Section must be prepared and sealed by a professional engineer registered in the State of Missouri.
 6. Elevation versus discharge relationship for the basin.
 7. Elevation versus storage relationship for the basin.
 8. Inflow calculations and data for all required frequencies.
 9. Hydraulic grade line computations for pipes entering and leaving the basin for all required frequencies.
 10. Site plan with two-foot contours showing land to be developed and adjoining land whose topography may affect the layout or drainage of a basin site and the location of streams and other runoff channels.
 11. Basic information regarding the receiving watercourse and affected downstream structures to a distance of two hundred (200) feet from the site. Additional analysis of the receiving stream of greater distances from the site shall be performed if required by the City Engineer.
 12. A summary of routing calculations for all required frequencies.
 13. All computations, plans and specifications related to the implementation of this Section must be prepared and sealed by a professional engineer registered in the State of Missouri.
- c. Design criteria
1. Projects shall be designed to detain on site or offsite as approved and released at a rate not to exceed the allowable release rates for the 2-year, 10-year, and 100-year 24-hour events.

2. The 2-year, 10-year, and 100-year, 24-hour inflow hydrographs shall be determined by using Technical Release 55 (TR-55), "Urban Hydrology for Small Watersheds" from the Natural Resources Conservation Service, formerly Soil Conservation Service (SCS). The inflow hydrograph shall be developed based on the actual flow and timing characteristics upstream of the detention facility. The Rational Method for calculating stormwater runoff may be used for watersheds up to ten (10) acres.
3. The rainfall distribution shall be Type II. The rainfall quantities to be used are from NOAA's National Weather Service, Atlas 14 Point Precipitation Frequency Estimate, and shall be as follows: 3.29" for the 2-year 24-hour storm, 4.82" for the 10-year 24-hour storm, and 7.94" for the 100-year 24-hour storm.
4. The volume of detention may be provided through permanent detention facilities such as dry basins or ponds, permanent ponds or lakes, underground storage facilities or in parking lots. It is noted that when runoff volume reduction BMPs are utilized within the tributary area upstream of a flood volume detention basin, the quantified runoff reduction may be used to adjust tributary area TR55 Curve Numbers (CN) for detention basin sizing.
5. The engineer shall make every effort to locate the detention facility at or near the lowest point of the project such that all of the on-site runoff will be directed into the detention facility.
6. Flows from offsite, upstream areas should be bypassed around the detention facility to ensure that the proposed detention facility will function as designed and will provide effective control of downstream flows with development in place. If offsite flows are directed into a detention facility, the allowable release rates shall not be modified without City Engineer approval. Modifying the release rate to accommodate offsite flows may reduce or eliminate the effectiveness of the detention facility, because it will no longer control the increased volume of runoff during the critical time period of the watershed.
7. Detention basin volume will be based on routing the post-developed 2-year, 10-year, and 100 year, 24-hour inflow hydrographs through the detention facility while satisfying the appropriate allowable release rate. The routing computations shall be based on an application of the continuity principle, (i.e., level pool routing).

d. Calculation Of Runoff.

1. The method of calculating and routing stormwater runoff shall be as stated herein. The drainage area shall consider all on- and off-site lands contributing to the proposed development's drainage system. Capacity for such facilities shall be based on the maximum potential water shed development permitted by the Zoning Ordinance, Chapter 400.
2. Either the Rational Method or the TR-55 Method for calculating stormwater runoff may be used for watersheds up to ten (10) acres.
3. Figures A (rainfall intensity - referenced above) and B (runoff factors) shall be utilized with the Rational Method.[3]
[3] Editor's Note: Figures A and B are included as attachments to this Chapter.
4. For watersheds larger than ten (10) acres, the SCS TR-55 Method shall be utilized. Other methods to determine peak runoff must be approved by the City Engineer prior to acceptance.
5. The minimum percentage of imperviousness to be used in design shall be based on the zoning district as shown in the following table:

Zoning District	Minimum Percentage Impervious
Pre-developed	5%
R-1A Single-Family	45%
R-1B Single-Family	50%
R-1C Single-Family Attached	50%
R-1D Single-Family	50%
R-2 Two-Family	60%
R-3 Multiple Family	70%
C-1 Limited Commercial	85%
C-2 General Commercial	85%
C-3 Central Commercial	90%
M-1 Industrial	90%
M-2 Industrial	90%
PD Planned Development Districts	TBD based on plan type

Zoning District**Minimum Percentage Impervious**

Parking, streets, roofs

100%

6. The minimum percentage of imperviousness for Planned Development Districts shall be dictated by the development plan proposed for the specific district.
 7. Special uses, such as schools, churches, etc., shall have the differential runoff computed and approved by the City Engineer.
 8. Special circumstances may dictate that the developed impervious area may differ from that shown in the above table. An example may be single-family lots of larger than ten thousand (10,000) square feet. Calculations prepared by a registered professional engineer may be submitted to the City Engineer for his/her evaluation to determine if a minimum impervious area which differs from that shown in the above table may be utilized. Likewise, the City Engineer may determine that the percent of impervious area for a particular development differs from that shown in the above table.
 9. See Figure B[4] for the runoff factor to be utilized for various impervious conditions and rainfall durations.
[4] Editor's Note: Figure B is included as an attachment to this Chapter.
- e. Inlets. Calculations shall be submitted to demonstrate the capacity of all inlets. Such calculations must consider the cross-slope of the pavement, depth of water at the curb face, size of opening and the longitudinal grade of street. Street inlets and inlets in parking areas shall reduce the spread and depth of flow to acceptable levels during the ten-year design storm. The acceptable level of flow for a minor access or local access street would maintain an eight-foot travel lane with a maximum one-inch depth. One clear ten-foot travel lane must be maintained for a collector street, and two (2) clear ten-foot travel lanes must be maintained for a major street. Any area inundated by water ponding at an inlet during the ten-year storm event shall be located within an easement or right-of-way. The effects of the 100-year storm event shall also be analyzed to ensure no property damage or dangerous conditions result. Inlets located on continuous grades may be designed to permit a portion

of flow to bypass the structure; however, calculations for the downstream structure must consider the bypass.

Section 420.070 Water Quality

Post-Construction – Water Quality

A. Purpose

Post-Construction — Water Quality. In order to preserve the quality of water in natural streams, it is important to provide a mechanism to remove contaminants on the site prior to water entering the natural watercourse. Typically called post-construction BMPs (best management practices), these methods identify a critical water quality volume that will need to receive a treatment to remove certain contaminants. These improvements, whether structural or non-structural, will remain in place after the construction is completed. The concepts introduced in the following Subsections are taken from the APWA MARC Manual of Best Management Practices For Stormwater Quality, October 2012. Nothing in the following Subsections shall change or replace any of the City's detention ordinances.

B. Requirements

1. This requirement shall apply to redevelop and new development that exceeds one acre or more disturbed or sites that are part of a common plan development that exceeds one acre or more disturbed, the following assumptions may be made:

a. The water quality volume WQv for off-site areas is not required. The following equations are used to determine the storage volume, WQv (in acre/feet of storage):

$$WQv = [(P)(Rv)(A)]/12$$

$$P = 1.14 \text{ inches of rainfall}$$

Where:

WQv = Water quality volume (in acre-feet)

Rv = $0.05 + 0.009 (I)$ where I is percent impervious cover

A = Area in acres

b. Measuring Impervious Cover. The measured area of a site plan that does not have vegetative or permeable cover shall be considered total impervious cover.

c. Multiple Drainage Areas. When a project contains or is divided by multiple drainage areas, the WQv volume shall be addressed for each drainage area.

- d. Off-Site Drainage Areas. The WQv shall be based on the impervious cover of the proposed site. Off-site existing impervious areas may be excluded from the calculation of the water quality volume requirements.
 - e. BMP Treatment. The final WQv shall be treated by an acceptable BMP(s) from the list presented in this Chapter or other approved methods which may include bioretention, permeable pavers, or others. Reference the APWA MARC Manual of Best Management Practices For Stormwater Quality, October 2012 for guidance.
 - f. Extended Detention For Water Quality Volume. The water quality requirements can be met by providing an extended draw down of all or a portion of the water quality volume (WQv) in conjunction with other systems.
 - g. Infiltration trenches / basins for Water Quality Volume. Practices that capture and temporarily store the WQv before allowing it to infiltrate into the soil over a two-day period include:
 - 1. Infiltration trench
 - 2. Infiltration basin
 - 3. Infiltration practices will be allowed on sites where it is proven that infiltration will work. Percolation rates shall be determined for proper use.
 - h. Open Channel Practices. Vegetated open channels that are explicitly designed to capture and treat the full WQv within cells formed by check dams or other means. The drawdown period of each channel shall be less than 24 hours.
 - i. Filter Strip. Filter strips can be provided at the edge of impervious areas where sheet flow is occurring. The edge shall be protected to avoid erosion.
- C. Stream Channel Setbacks. A setback of twenty-five (25) feet from the top of an existing ordinary high water mark on any channel identified on the most current USGS Topographic Survey, shall be avoided. The setback shall clearly be defined on the applicant's site plan and identified in the field by staking.
 - D. Gutter downspout disconnect. Gutters and downspouts shall not extend to within 5 feet of any Right-of-Way line or property line, and shall not be directed toward neighboring property to cause damage.

Section 420.070 Detention, Retention, and Stormwater Management System Facilities

General Design Features.

- A. Dry Bottom Basins. A stormwater detention facility, natural or artificial, which normally drains completely between spaced runoff events, may be

constructed to temporarily detain the stormwater runoff so that the rate at which it is released is the same rate as before development. The following features shall be incorporated into the design of any detention basin:

1. Freeboard. Detention storage areas shall have adequate capacity to contain the storage volume of tributary stormwater runoff with at least one (1) foot of freeboard above the water surface.
2. Outlet Control Works. Outlet works shall be designed to limit peak outflow rates from detention storage areas to or below peak flow rates that would have occurred prior to the proposed development.
3. Outlet works shall not include any mechanical components or devices and shall function without requiring attendance or control during operation, unless specifically approved by the City Engineer.
4. Emergency Overflow/Spillway. Emergency structures shall be provided to permit the safe passage of runoff generated in excess of the 100-year design storm event. Antivortex measures shall be provided.
5. Maximum Depth. The maximum planned depth of stormwaters stored shall not normally exceed five (5) feet.
6. Side Slopes. The maximum side slopes for gassed basins shall not normally exceed one (1) foot vertical for three (3) feet horizontal.
7. Limits Of Ponding. In no case shall the limits of maximum ponding be closer than thirty (30) feet horizontally from any building and less than two (2) feet vertically below the lowest sill elevation.
8. Interior Drainage. The basin should be designed to drain within a 24 hour period unless utilized as extended detention for water quality. Minimizing erosion shall be considered for flows from inflow structure to outflow structure.
9. Multipurpose Basin. If the detention basin is to have other uses, the design of the basin bottom should include underdrains, engineering soils, or other methods to expedite drying of the bottom between runoff events.
10. Aesthetics. Designs should result in aesthetically pleasing configurations which will enhance public acceptability. Consideration should be given to adding signs for education about the purpose of the Facilities.
11. A orifice diameter of less than 3.0" will require a special internal control for orifice protection. For orifice between 3" and 1 1/2" diameter, an internally controlled orifice shall be used with slot width less than or equal to 1/3 of orifice diameter. Less than 1 1/2" orifice will not be allowed.

- B. Wet bottom basin: a stormwater retention facility, natural or artificial, which maintains a fixed minimum water elevation between runoff events. Wet bottom basins may also be used to temporarily detain the differential runoff from the development. In addition to the general design features enumerated above for dry bottom basins, the following features should also be incorporated into the design of any wet bottom basin:
1. Normal Pool Depth. In order to minimize weed growth, the normal pool depth should be four (4) feet minimum.
 2. Fish should not be kept in Stormwater Retention Facilities.
 3. Facilities For Emptying. In order to ease cleaning of the pond or shoreline maintenance, the pond design should include provisions for emptying the pond. City shall be notified in advance of any cleaning and emptying of facilities, and City shall be present to inspect.
 4. Low Flow By-Pass. The design of any pond may include a low flow by-pass channel or pipeline to divert runoff that can be accommodated by downstream drainageways.
 5. Side Slopes Below Normal Pool. The side slopes below the normal pool elevation may exceed the maximum side slope permitted above normal pool (3:1 slope). The design shall, however, include provisions for a safety ledge having a depth of water not greater than three (3) feet immediately adjacent to the shoreline.
 6. Forebay. In order to minimize siltation of the pond, a forebay should be included in the design. Calculations for sediment volume and forebay sizing shall be submitted to the City Engineer.
- C. Rooftop Storage. Detention storage may be met in total or in part by detention on roofs. Details of such design, which shall be included in the building permit application, shall include the depth and volume of storage, details of outlet devices and down drains, and elevations of overflow provisions. Direct connection of roof drains to sanitary sewers is prohibited.
- D. Parking Lot Storage. Paved parking lots may be designed to provide temporary detention storage of stormwater on all or a portion of their surfaces. Outlets will be designed so as to slowly empty the stored waters. Depth of storage shall be a maximum of eight (8) inches.
- E. Other Detention Methods. All or a portion of the detention storage may also be provided in underground or surface detention facilities, to include basins, tanks, bioretention, permeable pavers, or swales, etc. Emergency overflow conditions shall be considered in all methods
- F. Shared Facilities And Regional Detention
1. The City retains the right to require on-site detention storage in all cases in which the proposed development will generate excess runoff that adversely affects the carrying capacity of the receiving watercourse and/or adversely affects adjoining property owners. In

certain cases the applicant may make use of off-site or regional detention facilities, in lieu of on-site facilities, as described below:

- a. Off-Site facility, two (2) or more developments: if two (2) or more developments, including that of the applicant, have provided for a common system.
- b. Off-site facility by City: if an off-site stormwater management system has been either constructed or programmed or identified for construction by the City and the applicant has agreed to contribute to or participate in the construction thereof. Such contribution shall be determined per the following Subsection (E)(3)(b)(1).

(1) Stormwater Management Fund.

- (a) Eligibility. It is determined that no immediate adverse effects will result to adjacent property and a contribution is made to the Stormwater Management Improvements Fund. Such fund is described in Subsection (E)(3)(b)(1)(c), Establishment Of Fund, below. Developments which have a differential runoff of three (3) cfs or less for the ten-year, twenty-minute event utilizing the Rational Method will be considered as prime candidates for a contribution in lieu of on-site detention. It is the City's intention to provide regional detention storage to accommodate these smaller developments. The City Council will render all decisions concerning participation in the Stormwater Management Fund.
- (b) Contribution. The contribution shall be an amount equal to a cost estimate prepared by a professional engineer for site specific improvements necessary to provide detention as provided herein. Such estimate shall not include the cost of any land necessary for detention purposes. All cost estimates for site specific detention facilities shall be subject to review and approval by the City Engineer. The developer may request that the City Engineer provide the necessary cost estimate.
- (c) Establishment Of Fund. The Stormwater Management Improvements Fund shall be and is hereby created. Said fund shall be

reserved for funding improvements to stormwater systems owned and maintained by the City and for no other purposes unless authorized in the ordinance. All contributions made by parties developing within the City in accordance with Subsection (E)(3) of this Section shall be deposited to said fund. Said fund shall be deposited in an interest-bearing account.

- G. Maintenance: Each owner of the property being developed has the responsibility and duty to properly operate and maintain any stormwater management system which has not been accepted for maintenance by the City. The responsibility for maintenance of the system in subdivision projects shall remain with the developer until such time as the stormwater management system escrow for such development has been released. Upon release of escrow, the maintenance responsibility goes to vested property owners within the subdivision.
1. The final plat of the subdivision shall contain language substantially as follows: "The owner of each lot within this subdivision shall maintain the stormwater management system serving this subdivision unless the stormwater management system has been accepted for maintenance by the City of Washington, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the stormwater management system." There shall also be recorded with the final plat of the subdivision deed restrictions containing the same language.
 2. The responsibility for maintenance in single-lot development shall remain with the general contractor and owner until final inspection of the development is approved and an occupancy permit is issued. After occupancy, the maintenance of the management system shall be vested in the owner of the project.
 3. All such privately owned and maintained systems shall be subject to periodic inspection by the City Engineer or his/her representative. The owner in charge of maintenance shall conduct annual inspections that are reported to the City. The City of Washington, Missouri, upon failure of the responsible party to maintain the systems shall be given Notice of Violation and given 3 weeks to respond to the violation and work with the City Engineer to determine a reasonable timeframe for corrections to be made. Failure to correct the deficiencies within the agreed upon timeframe shall result in a fine of not less than one hundred dollars (\$100.00) per day. If the responsible party fails to correct the deficiencies and maintain the system within the time prescribed the City shall maintain the system and charge the cost thereof against

the responsible party. The costs shall be certified to the City Clerk who shall cause a special tax bill therefore against the property to be prepared and to be collected by the Collector with other taxes assessed against the property. The special tax bill from the date of its issuance shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error, informality in the same or in the proceeding leading up the issuance shall be a defense thereto. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.

4. A proper access easement to such stormwater management systems shall be provided, and a minimum ten-foot wide hard surface designed to support construction traffic with a maximum twelve percent (12%) grade shall be provided within such easement. A permeable, flexible plantable concrete block pavement system is preferred in residential areas.
5. At the time plat approval, the developer may request for dedication to the City to take over the detention facility for maintenance. This request shall be accompanied by a stormwater impact fee, payable to the stormwater fund, in the amount of 10 years of anticipated basin maintenance, certified by an engineer. Once accepted, the City will immediately begin maintenance of said facility.

H. Existing Basin Maintenance Request

- i. The City reserves the right to accept maintenance responsibility of existing detention facilities at the request of all lots served by the facility.
- ii. Requests shall be submitted in writing and signed by each owner of each lot within the subdivision to which the facility serves.
- iii. Only detention facilities that serve residential subdivision will be reviewed for acceptance.
- iv. Detention facilities that are wet, such as ponds or lakes, will not be considered as these facilities provide other sources of benefit to the owners of the subdivision.
- v. Upon the City accepting the facility, the owner(s) of the lot to which the detention basin resides upon, shall provide the City with an easement to allow for maintenance, improvements, and storage of water.
- vi. The City reserves the right to reject any requests for dedication for City maintenance responsibility.

I. Storage Capacity.

- a. The rates (pre-developed and post-developed) of runoff shall be determined for the two-, ten and 100-year rainfall frequencies. The storm duration shall be the twenty-four-hour event when the SCS TR-55 method is utilized and a minimum twenty-minute event

when the Rational Method is utilized. Rainfall data shall be determined using the most current twenty-four-hour rainfall data published by the National Weather Service (NWS) Technical Paper 40 (TP40).

- b. Stormwater shall be detained on site or adjacent property under agreement and metered out at the rate of an undeveloped site for the above frequencies and minimum duration to prevent possible flooding and erosion downstream. Design criteria to establish this differential runoff rate shall be as provided in Subsection (B), Design Criteria. Note that stormwater pipes shall be sized to carry the total developed tributary upstream water shed. No reduction in pipe size shall be permitted because of detention.
- c. Detention basin volume will be based on providing adequate storage for the 100-year storm event of the required duration. Each post-developed runoff hydrograph (two, ten, and 100-year) shall be routed through the detention facility while satisfying the appropriate allowable release rate. The routing computation shall be based on an application of the continuity principle. The discharge rate shall be based on the maximum head conditions in the detention facility.

J. Other Management Techniques. Management techniques other than detention facilities may be utilized by the development, provided that the techniques proposed meet the intent of this Section and provide a benefit to the watershed that equals or exceeds the benefit that a detention facility would provide. Such techniques would include pervious pavement systems and improved vegetation conditions.

ARTICLE VI Improvements And Design Standards

Section 420.080 Alteration Of Ditches, Drains, And Drainage Structures.

No person shall construct, alter, relocate, remove, or destroy any ditch, drain, or drainage structure upon any real property within the City, whether subdivided or not, without complying with this Chapter.

Section 420.085 Alteration Of Contours.

No person shall alter the contours of any real property within the City, whether subdivided or not, so as to change the flow of water into or through any ditch, drain, or drainage structure without obtaining a permit and complying with the provisions of this Chapter.

Section 420.090 Improvement And Design Standards.

A. Material And Construction Standards.

- 1. Storm pipes shall be protected from excessive bearing pressures by placing them outside the forty-five-degree influence zone of building

- structures unless an engineering calculation shows the pipe material or soil condition to be adequate for the subjected load.
2. Pipes on slopes of twenty percent (20%) or greater shall be anchored securely with concrete anchors or equal to prevent the pipe from creeping downhill.
 3. Pipes or structures constructed on fill shall be stable and protected against settlement by compacting fill material to ninety-five percent (95%) of the modified proctor maximum dry density, per AASHTO T180 (ASTM D1557).
 4. Pipes thirty-six (36) inches or larger may be placed on a curved alignment utilizing alignment radii established by the pipe manufacturer.
 5. The receiving surface where pipes discharge shall be protected from erosion by evaluating the discharge velocity for the ten-year design storm. The use of energy-dissipating devices may be necessary to reduce the velocity to acceptable levels for the receiving surface.
 6. A manhole, inlet or junction box shall be located at changes in pipe size, grade, alignment or material.
 7. The angle between influent and effluent pipes shall be not less than ninety degrees (90°) and the drop between inverts shall be not less than one-tenth (0.1) foot.
 8. Manhole and inlet castings located in travel ways shall be capable of withstanding traffic loads and shall be constructed flush with the finished surface.
 9. All materials and appurtenances for stormwater management systems shall conform to current standards of the American Society for Testing and Materials (ASTM).
 10. Manholes shall be precast or cast-in-place concrete, brick, concrete block, with concrete or brick risers and approved manhole covers.
 11. A new drainage channel or pipe shall intersect an existing drainage channel at a maximum angle of sixty degrees (60°).
 12. All trenches under roadway pavement shall be backfilled with Missouri Department of Transportation (MoDOT) Type I aggregate in six-inch layers and compacted to ninety-five percent (95%) of the modified proctor maximum dry density per AASHTO T180 (ASTM D1557).
 13. All piping shall be bedded per the manufacturer's requirements.
 14. Grated inlets will not be allowed without special approval by the City Engineer.
 15. All materials used in the construction of storm sewers shall be subject to inspection and approval of the City Engineer.
 16. Acceptable pipe material is as follows.
 17. Reinforced concrete pipe shall conform to the requirements of the Specifications for Reinforced Concrete Culvert, Storm Drain and Sewer Pipe, ASTM C76. Strength class or classes shall be as required per design

- specifications of the latest edition of the Concrete Pipe Handbook as published by the American Pipe Association.
18. Corrugated metal pipe shall conform to the requirements of AASHTO M36, Standard Specification for Zinc Coated (Galvanized) Pipe, or the Standard Specifications for AASHTO M196 Corrugated Aluminum Pipe. Structural design requirements shall be per the latest edition of the Handbook of Steel Drainage and Highway Construction Products, as published by the American Iron and Steel Institute.
 19. Corrugated polyethylene pipe shall conform to the requirements of AASHTO M294, Standard Specifications for Corrugated Polyethylene Pipe. All polyethylene pipe should be installed according to ASTM D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
 20. Dual wall and triple wall polypropylene pipe shall conform to the requirements of AASHTO M330, Standard Specification for Polypropylene Pipe, ASTM F2736 for sizes twelve (12) inches to thirty (30) inches and ASTM F2764 for sizes thirty (30) inches to sixty (60) inches. All polypropylene pipe shall be installed according to, ASTM F2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
 - a. Reinforced concrete pipe and corrugated polypropylene complying with the provisions in Section 420.035(F)(16), above, shall be required under road pavement.
 - b. A minimum pipe size of twelve (12) inches is required to prevent blockage.
 - c. All construction details pertaining to stormwater drainage shall be in accordance with the Metropolitan St. Louis Sewer District requirements and standards for construction of sewers and drainage facilities, unless otherwise noted herein.

Section 420.095 Sediment Control and Revegetation of Disturbed Areas
Sediment And Erosion Control Standards

- A. General. Sediment and erosion control will be accomplished by applying conservation practices that will reduce the potential for damage from these hazards. Control practices use trapping, filtering or diversion techniques to protect adjacent properties from land disturbance activities.
- B. NPDES Stormwater Permits. Construction sites, where the area to be disturbed is one (1) acre or more, must apply for a stormwater discharge permit from the Missouri Department of Natural Resources. If required, the applicant must obtain and submit proof of an NPDES stormwater permit to the City, before plans will be approved. Permit requirements are set forth in 10 CSR20-6.200 of the Missouri clean water laws.
- C. When Controls Are Required. Sediment and erosion control shall be implemented to prevent damage to off-site property, drainage facilities or

watercourses. Generally, standard vegetative and structural practices, as specified below, that filter, divert or promote the settlement of sediment particles from storm runoff shall be provided in the following situations:

- i. To prevent sediment-laden runoff from leaving disturbed areas.
 - ii. To isolate disturbed areas from erosive surface runoff associated with significant undisturbed areas.
 - iii. To protect storm drainage conveyance systems at operable inlets.
- D. Types Of Controls. The stormwater management plan shall be selected, installed, operated and maintained to adequately control erosion, capture sediment and prevent pollution. To achieve these goals BMPs in accordance with the concepts and methods described in either of the following two (2) documents should be utilized.
- i. Protecting Water Quality, MDNR (Latest Edition).
 - ii. Field Manual on Sediment and Erosion Control BMPs. Jerald S. Fifield, Ph.D., CPESC, Forester Press, Latest Edition.
 - iii. The developer is not limited to the use of BMPs identified in the above publications. Engineering professionals are encouraged to design innovative ways to address site specific conditions.
- E. Sediment And Erosion Control Plan. Where natural vegetation is removed during grading operations, it shall be replaced as specified herein. The sediment and erosion control plan shall indicate the proposed phasing of the project to include conveyance systems, detention facilities, clearing, rough grading and construction, final grading, landscaping. When grading operations are substantially complete or have been suspended for fourteen (14) days, revegetation shall occur. Such revegetation shall meet the below criteria for either temporary or intermediate seeding.
- F. Temporary Seeding. This is the establishment of fast-growing annual vegetation to provide economical erosion control for up to twelve (12) months and reduce the amount of sediment moving off the site. This practice applies when the landscape is anticipated to be disturbed within the next twelve (12) months. The required application rates are as follows: one (1) bushel of wheat or oats per acre; 10-20-10 fertilizer at four hundred (400) pounds per acre; eighty (80) to one hundred (100) bales of straw mulch per acre.
- G. Intermediate Seeding. This is the establishment of perennial vegetation on disturbed areas for periods longer than twelve (12) months. This type of vegetation provides economical long-term erosion control and helps prevent sediment from leaving the site. The required application rates are the same as for temporary seeding with the addition of forty (40) to fifty (50) pounds per acre of fescue grass seed. The application of fescue is not required during the period of May 15 to August 15. However, it shall be applied as soon as weather conditions permit following August 15.
- H. Off-Season Cover. Revegetation is still required in all seasons using alternative seed mixes better suited for growth in the summer and winter.

Alternative stabilization methods may be explored such as erosion matting or mulch cover.

- I. Reseeding. Reseeding shall occur at any time at the direction of the City Engineer if necessary to obtain the desired erosion control benefits. Vegetation types other than those specified herein may be utilized upon approval of the Engineer.
- J. Minimum Requirements. The criteria established herein are the minimum requirements for erosion and sediment control. The owner may at any time establish permanent vegetation which exceeds these requirements.

ARTICLE VII Illicit Discharge

Section 420.100 Stormwater Quality Management And Illicit Discharge Control.

1. Purpose And Intent. The purpose of this Section is to provide for the health, safety and general welfare of the citizens of the City of Washington through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by Federal and State law. This Section establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this Section are:
 - a. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user.
 - b. To prohibit illicit connections and illicit discharges to the municipal separate storm sewer system (MS4).
 - c. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Section.
2. Applicability. This Section shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.
3. Responsibility For Administration. The City of Washington shall administer, implement and enforce the provisions of this Section. Any powers granted or duties imposed upon the City Administrator may be delegated by the City Administrator to persons or entities acting in the beneficial interest of or in the employ of the City.
4. Severability. The provisions of this Section are hereby declared to be severable. If any provision, clause, sentence or paragraph of this Section or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Section.

5. Ultimate Responsibility. The standards set forth herein and promulgated pursuant to this Section are minimum standards; therefore, this Section does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution nor unauthorized discharge of pollutants.
6. Discharge Prohibitions.
 - a. Prohibition Of Illegal Discharges. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.
 - b. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
 - i. The following discharges are exempt from discharge prohibitions established by this Section as long as there are no impacts to waters of the state: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains, sump pumps (not including active groundwater dewatering systems), crawl space pumps, air-conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools [if dechlorinated — typically less than one (1) PPM chlorine], emergency firefighting activities and any other water source not containing pollutants.
 - ii. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
 - iii. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
 - iv. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or Missouri Department of Natural Resources (MoDNR) and other applicable laws and

regulations and provided that written approval has been granted for any discharge to the storm drain system.

7. Prohibition Of Illicit Connections.
 - a. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
 - b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - c. A person is considered to be in violation of this Section if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.
8. Suspension Of MS4 Access.
 - a. Suspension Due To Illicit Discharges In Emergency Situations. The City of Washington may, with appropriate notice, suspend MS4 discharge access to a person in order to prevent an actual or threatened discharge which presents or may present imminent and substantial danger to the environment or to the health or welfare of persons or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States or to minimize danger to persons.
 - b. Suspension Due To The Detection Of Illicit Discharge. Any discharge to the MS4 in violation of this Section may result in termination of MS4 access. If such termination would abate or reduce an illicit discharge, the City shall notify the violator of the proposed termination of its MS4 access. The violator may petition or request a hearing before the City Council, but must suspend the illicit discharge until after the reconsideration and hearing are held.
 - c. A person commits an offense, if the person reinstates MS4 access to premises suspended or terminated pursuant to this Section without the prior approval of the authorized enforcement agency.
9. Industrial Or Construction Activity Discharges. Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Washington prior to the allowing of discharges to the MS4.
10. Monitoring Of Discharges.
 - a. Applicability. This Section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
 - b. Access To Facilities And Records.

- c. Facility operators shall provide to the City of Washington copies of records that must be kept under the conditions of an NPDES permit to discharge stormwater.
 - d. Upon consent of the property owner, the City of Washington may install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition in by the discharger at its own expense; however, such equipment shall remain the property of the City of Washington. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy. No person shall damage such equipment or alter such equipment so that proper results cannot be obtained.
 - e. If the City of Washington has been refused access to any part of the premises from which stormwater is discharged or if the property owner is not available to give consent to access the premises, the City may, upon demonstrating probable cause to believe that there may be a violation of this Section or a need to inspect and/or sample to verify compliance with this Section or any order issued hereunder, seek issuance of an administrative search warrant from any court of competent jurisdiction.
11. Requirement To Prevent, Control And Reduce Stormwater Pollutants By The Use Of Best Management Practices (BMPs). The City of Washington will adopt requirements identifying best management practices (BMPs) for any activity, operation or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system or waters of the United States. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premises, which is or may be the source of an illicit discharge, will be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system (MS4). Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this Section. These BMPs shall be part of a Stormwater Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.
12. Watercourse Protection. Every person owning property through which a watercourse passes or such person's lessee shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation and other obstacles that would pollute, contaminate or

significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse so that such structures will not become a hazard to the use, function or physical integrity of the watercourse.

13. Notification Of Spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Washington within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

14. Enforcement.

- a. Notice Of Violation. Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this Section, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice and order may require without limitation:
- i. The performance of monitoring, analyses and reporting;
 - ii. The elimination of illicit connections or discharges;
 - iii. That violating discharges, practices or operations shall cease and desist;
 - iv. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
 - v. The implementation of source control or treatment BMPs
- b. The City Engineer may order that such work be completed by implementing the following procedure:
- i. If any section of this code, including, but not limited to, soil, mud, earth, sand, gravel, rock, stone, concrete, or other materials, or liquids from any site are deposited, dropped upon or permitted to roll, flow, stand, or wash upon or over any public street, street improvement, road, sewer, storm drain, watercourse,

right-of-way, or any other public property in any manner, it shall be deemed a nuisance which is detrimental to the property, health, safety and welfare of the public, and the owner of the site shall be notified and shall abate the nuisance within specified timeframe or within four (4) hours of notification. Notification may be made by telephone, fax, personal contact or site posting. The notice will include the time notified and deadline for abating the violation.

ii. If the owner of the site fails or refuses to abate the nuisance within six (6) hours after time specified on notification, the owner shall be issued a summons to appear in the Circuit Court. The City shall then cause the nuisance to be abated at the property owner's expense. The expense for abating the nuisance shall also be assessed against the owner of the site, and against the site, and a special tax bill shall be issued against said site for said expenses.

iii. Any person found to be in violation of any provision of this Article shall be subject upon conviction to a fine of not less than two hundred fifty dollars (\$250.00), as well as the costs of removal of the materials from the public street, street improvement, road, sewer, storm drain, watercourse, right-of-way, or any other public property.

iv. If the property owner fails to abate the violation and/or restore the affected property within the time prescribed following notice or appeal, the work may be done by the City or a contractor designated by the City Administrator and the expense in accordance with the City's procedures for abatement of a nuisance. The property owner shall be responsible for all costs of such work.

v. Appeal Of Notice Of Violation. Any person receiving a notice of violation may appeal the determination and order of the City Administrator. The notice of appeal must be received within thirty (30) days from the date of the notice of violation. Hearing on the appeal before the City Council or its designee shall take place within thirty (30) days from the date of receipt of the notice of appeal. Any aggrieved party shall then be entitled to judicial review in accordance with the provisions of the Missouri Administrative Procedures Act.



May 14, 2024

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

RE: Section 425 Fire Hydrants and Connections – Code Revisions

Dear Mayor and City Council Members:

Please find enclosed proposed code revisions for Section 425 Fire Hydrants and Connections. These were presented at the May Planning and Zoning Meeting. These code modifications come as a result of the newly adopted International Building and Fire Codes on January 1st 2024. These adopted codes contradicted some of the City ordinances for fire hydrant spacing. As a result much of the revised code reference the Fire Code and better address fire hydrant spacing based on the needed flow. This should overall reduce the amount of fire hydrants for developers while ensuring proper fire flow in the hydrants which is crucial to fire fighting operations. Staff also added sections in the code to address the hydrant paint colors and who is responsible for flow testing and painting of new hydrants. Lastly fire lanes were addressed. Information about fire lanes is scattered throughout other sections of the code. Now as far as design and construction of fire lanes, it is all spelled out in this one section. These were the overall changes as well as minor adjustments made to Section 425. These revisions were reviewed by multiple departments including Public Works, Fire Department, Building, and Engineering and recommended for approval.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer



May 13, 2024

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: City of Washington-Section 425 Fire Hydrants and Connections Code Revisions

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, May 13, 2024, the Commission reviewed and recommends approval of the above mentioned code revisions.

Sincerely,

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

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

Chapter 425 Fire Hydrants and Connections

Section 425.010 **Placement.**

[R.O. 1992 § 425.010; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]

A.

Placement of fire hydrants for all new structures as defined by [Section 400,045 of the Code of the City of Washington](#) ~~the zoning code~~ except as otherwise provided for herein, shall comply with the following standards:

1.

Placement In Residential Areas.

a.

In areas zoned ~~R-1A, R-1B and R-1D Single-Family Residential and R Residential~~ and AG Agricultural, fire hydrant spacing shall not exceed six hundred (600) feet, hydrant to hydrant, and no more than three hundred (300) feet from any structure that requires a permit. No part of the building perimeter shall be more than four hundred (400) feet from one of the hydrants.

b.

~~In areas zoned R-1C Single-Family Attached Residential, R-2 Two-Family Residential, R-3 Multiple-Family Residential and PD-R Planned Residential Development, fire hydrant spacing shall not exceed four hundred (400) feet, hydrant to hydrant, and no more than three hundred (300) feet from any protected risk. No part of the building perimeter shall be more than three hundred (300) feet from one of the hydrants.~~

2.

Placement In Commercial And Industrial Areas. Fire hydrant spacing shall be determined in accordance with the Appendix C of the currently adopted version of the International Fire Code as set forth in Section 500.010 of the City Code.

~~In areas zoned C-1 Limited Commercial, C-2 General Commercial, C-3 Central Commercial, PD-C Planned Commercial, M-1 Industry and M-2 Industry, one (1) approved fire hydrant within three hundred (300) feet of all buildings, three (3) additional approved fire hydrants within five hundred (500) feet of all buildings and one (1) additional approved fire hydrant within one thousand (1,000) feet of all buildings. No part of the building perimeter shall be more than three hundred (300) feet from one (1) of the hydrants. Notwithstanding the foregoing,~~ the location of any fire hydrant is subject to approval in accordance with Section 201.110 of the City Code.

3.

General Placement Requirements.

a.

Fire hydrants and water mains shall be placed along the full length of the property to be developed that abuts an existing and/or proposed street.

b.

Spacing of fire hydrants along a street shall be regulated according to the zoning of the development that abuts the existing and/or proposed street. Hydrants are only required on one side of the street but shall be placed on the same side of the street as any proposed structures if structures are only on one side. Fire hydrants shall be placed on both sides of the street wherever:

(1)

Right-of-way widths are greater than sixty (60) feet.

(2)

A center median strip exists.

(3)

The roadway is a major highway or thoroughfare identified by MoDOT.

c.

Where a structure is greater than one hundred fifty (150) feet from an existing and/or proposed public street, measured along the drivable access, additional private fire hydrants shall be required on said developed property, private streets and/or parking lots, at a spacing between fire hydrants as required by the zoning as set forth in Subsection ~~(A)(1)(a) and (b)~~ and (2). Private hydrants shall be installed and meet all requirements established for public fire hydrants.

d.

Where fire hydrants are required to be installed in areas where vehicles would be parked or standing, said vehicle parking or standing shall be restricted for fifteen (15) feet in [all directions](#) from the fire hydrant.

e.

The following shall be unacceptable locations for the placement of fire hydrants:

(1)

Within a culs-de-sac or eyebrow or within fifty (50) feet of either.

(2)

At any location where the fire hydrant could be damaged by vehicular traffic.

f.

Relocation of fire hydrants requested or required by a property owner and/or developer shall be relocated at his/her own expense.

g.

Fire Department connections shall be located not more than seventy-five (75) feet from a fire hydrant and located on the address side of the building.

~~h.~~

~~When Fire Department connections are located in an area where vehicles may be parked or standing, said parking or standing shall be restricted for fifteen (15) feet in each direction from the fire connection.~~

ih.

All fire hydrants shall be set back from the curb or edge of the pavement a minimum of four (4) feet and maximum of ten (10) feet. All hydrants shall be set to the finished grade with the lowest outlet of the hydrant a minimum of eighteen (18) inches above the grade and have no less than thirty-six (36) inches in diameter radius of clear area. The pumper port shall face the street or the most likely route of approach of a fire apparatus if a street is not clearly recognized.

ii.

Water supply connections for fire sprinkler systems installed in accordance with NFPA 13, 13R, and 13D shall be made to a City public water main. A separate domestic water connection shall be made at least ten (10) feet from the fire sprinkler connection on the City main. All connections shall be made and approved by the Public Works Department. A private water main may supply the fire sprinkler system and domestic supply, provided that the private main is approved by the Public Works Department and Fire Department.

~~k.~~

~~All fire lanes shall be at least twenty-six (26) feet in width and shall be built with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least eighty thousand (80,000) pounds.~~

lj.

Lateral spacing of fire hydrants shall be in accordance with zoning type and predicated on hydrants being located at street intersections. Radial measurements are not acceptable.

Section 425.015 **Hydrant Identification.**

[R.O. 1992 § 425.015; Ord. No. 16-11557, 8-15-2016, effective 3-1-2017]

A.

For purposes of easy identification and flow level, all fire hydrants shall be painted according to the color coding as follows:

1.

All public fire hydrant barrels are to be painted [Rust-oleum Professional Grade paint Safety Yellow](#) or approved equivalent. All fire hydrant bonnets and discharge caps are to be painted as follows:

a.

Red: for flows zero (0) to four hundred ninety-nine (499) gallons per minute. The bonnet and discharge cap color shall be a [Rust-oleum Professional Grade paint Safety Red](#) or approved equivalent.

b.

Orange: for flows five hundred (500) gallons per minute to nine hundred ninety-nine (999) gallons per minute. The bonnet and discharge cap color shall be [Rust-oleum Professional Grade paint Safety Orange](#) or approved equivalent.

c.

Green: for flows one thousand (1,000) gallons per minute to one thousand four hundred ninety-nine (1,499) gallons per minute. The bonnet and discharge cap color shall be [Rust-oleum Professional Grade paint Safety Green](#) or approved equivalent.

d.

Light blue: for flows above one thousand five hundred (1,500) gallons per minute. The bonnet and discharge cap color shall be [Rust-oleum Professional Grade paint Safety Blue](#) or approved equivalent.

2.

All private hydrants shall be painted [Rust-oleum Professional Grade paint Safety Red](#) or approved equivalent with bonnets and discharge caps painted to match.

Section 425.020 Flow Testing Requirements

- A. All newly installed Fire Hydrants as part any new development shall be flow tested by a registered professional engineer. This shall be done at the developer's expense.
- B. City staff shall be present for all flow testing.

- C. All fire flow results-, signed by a registered professional engineer, shall be submitted to the City for review and approval before hydrant painting.
- D. All fire flows shall meet City minimum requirements and hydrants shall be painted to correspond with specification Section 425.015 Hydrant Identification at developer's expense.

Section 435.000 Fire Lanes

A.

Fire Lane Width and Construction. All fire lanes shall be at least twenty-six (26) feet in width and shall be built with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least eighty thousand (80,000) pounds. Maximum grade of 10 percent and dead-end access in excess of 150 feet shall have approved turnaround.

B.

Fire Lane Signs. Fire Lanes shall be marked with permanent "NO PARKING-FIRE LANE" signs with minimum dimensions of 12" wide by 18" high. Signs shall have red letters on white reflective background. Signs to be placed in accordance with Adopted Fire Code and approved by the Fire Chief.

C.

Fire Lane Marking. All Fire lanes shall be marked with red paint with a minimum of 6" width stripe. Fire lanes shall be identified by red paint marking when multiple access points are possible to identify the exact fire routes. The fire lane markings shall be in accordance with adopted Fire Code and approved by the Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 425.010, 425.015,
425.020, AND 435.000 OF THE CODE OF THE CITY OF
WASHINGTON, MISSOURI

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

SECTION 1: Section 425.010 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 425.010 Placement

A. Placement of fire hydrants for all new structures as defined by Section 400.045 of the Code of the City of Washington except as otherwise provided for herein, shall comply with the following standards:

1. Placement In Residential Areas. In areas zoned R Residential and AG Agricultural, fire hydrant spacing shall not exceed six hundred (600) feet, hydrant to hydrant, and no more than three hundred (300) feet from any structure that requires a permit, No part of the building perimeter shall be more than four hundred (400) feet from one of the hydrants.

2. Placement In Commercial And Industrial Areas. Fire hydrant spacing shall be determined in accordance with the Appendix C of the currently adopted version of the International Fire Code as set forth in Section 500.010 of the City Code. The location of any fire hydrant is subject to approval in accordance with Section 201.110 of the City Code.

3. General Placement Requirements.

a. Fire hydrants and water mains shall be placed along the full length of the property to be developed that abuts an existing and/or proposed street.

b. Spacing of fire hydrants along a street shall be regulated according to the zoning of the development that abuts the existing and/or proposed street. Hydrants are only required on one side of the street but shall be placed on the same side of the street as any proposed structures if structures are only on one side. Fire hydrants shall be placed on both sides of the street wherever:

(1) Right-of-way widths are greater than sixty (60) feet.

(2) A center median strip exists.

(3) The roadway is a major highway or thoroughfare identified by MoDOT.

c. Where a structure is greater than one hundred fifty (150) feet from an existing and/or proposed public street, measured along the drivable access, additional private fire hydrants shall be required on said developed property, private streets and/or parking lots, at a spacing between fire hydrants as required by the zoning as set forth in Subsection (A)(1) and (2). Private hydrants shall be installed and meet all requirements established for public fire hydrants.

d. Where fire hydrants are required to be installed in areas where vehicles would be parked or standing, said vehicle parking or standing shall be restricted for fifteen (15) feet in all directions from the fire hydrant.

e. The following shall be unacceptable locations for the placement of fire hydrants:

(1) Within a cul-de-sac or eyebrow or within fifty (50) feet of either.

(2) At any location where the fire hydrant could be damaged by vehicular traffic.

f. Relocation of fire hydrants requested or required by a property owner and/or developer shall be relocated at his/her own expense.

g. Fire Department connections shall be located not more than seventy-five (75) feet from a fire hydrant and located on the address side of the building.

h. All fire hydrants shall be set back from the curb or edge of the pavement a a minimum of four (4) feet and maximum of ten (10) feet. All hydrants shall be set to the finished grade with the lowest outlet of the hydrant a minimum of eighteen (18) inches above the grade and have no less than thirty-six (36) inches in diameter radius of clear area. The pumper port shall face the street or the

most likely route of approach of a fire apparatus if a street is not clearly recognized.

i. Water supply connections for fire sprinkler systems installed in accordance with NFPA 13, 13R, and 13D shall be made to a City public water main. A separate domestic water connection shall be made at least ten (10) feet from the fire sprinkler connection on the City main. All connections shall be made and approved by the Public Works Department. A private water main may supply the fire sprinkler system and domestic supply, provided that the private main is approved by the Public Works Department and Fire Department.

j. Lateral spacing of fire hydrants shall be in accordance with zoning type and predicated on hydrants being located at street intersections. Radial measurements are not acceptable.

SECTION 2: Section 425.015 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 425.015 Hydrant Identification.

A. For purposes of easy identification and flow level, all fire hydrants shall be painted according to the color coding as follows:

1. All public fire hydrant barrels are to be painted Rust-oleum Professional Grade paint Safety Yellow or approved equivalent. All fire hydrant bonnets and discharge caps are to be painted as follows:

a. Red: for flows zero (0) to four hundred ninety-nine (499) gallons per minute. The bonnet and discharge cap color shall be a Rust-oleum Professional Grade paint Safety Red or approved equivalent.

b. Orange: for flows five hundred (500) gallons per minute to nine hundred ninety-nine (999) gallons per minute. The bonnet and discharge cap color shall be Rust-oleum Professional Grade paint Safety Orange or approved equivalent.

c. Green: for flows one thousand (1,000) gallons per minute to one thousand four hundred ninety-nine (1,499) gallons per minute. The bonnet and discharge cap color shall be Rust-oleum Professional Grade paint Safety Green or approved equivalent.

d. Light blue: for flows above one thousand five hundred (1,500) gallons per minute. The bonnet and discharge cap color shall be Rust-oleum Professional Grade paint Safety Blue or approved equivalent.

2. All private hydrants shall be painted Rust-oleum Professional Grade paint

Safety Red or approved equivalent with bonnets and discharge caps painted to match.

SECTION 3: Section 425.020 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 425.020 Flow Testing Requirements

- A. All newly installed Fire Hydrants as part any new development shall be flow tested by a registered professional engineer. This shall be done at the developer's expense.
- B. City staff shall be present for all flow testing.
- C. All fire flow results , signed by a registered professional engineer, shall be submitted to the City for review and approval before hydrant painting.
- D. All fire flows shall meet City minimum requirements and hydrants shall be painted to correspond with specification Section 425.015 Hydrant Identification at developer's expense.

SECTION 4: Section 435.010 of the Code of the City of Washington, Missouri

is hereby adopted to read as follows:

Section 435.000 Fire Lanes

- A. Fire Lane Width and Construction. All fire lanes shall be at least twenty-six (26) feet in width and shall be built with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least eighty thousand (80,000) pounds. Maximum grade of 10 percent and dead-end access in excess of 150 feet shall have approved turnaround.
- B. Fire Lane Signs. Fire Lanes shall be marked with permanent "NO PARKING-FIRE LANE" signs with minimum dimensions of 12" wide by 18" high. Signs shall have red letters on white reflective background. Signs to be placed in accordance with Adopted Fire Code and approved by the Fire Chief.

C. Fire Lane Marking. All Fire lanes shall be marked with red paint with a minimum of 6" width stripe. Fire lanes shall be identified by red paint marking when multiple access points are possible to identify the exact fire routes. The fire lane markings shall be in accordance with adopted Fire Code and approved by the Fire Chief.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



POLICE
CITY OF WASHINGTON

Washington Police Department

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

May 9, 2024

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

Re: E-Scooter Request

Dear Mayor and City Council Members:

For your consideration, this letter, with the attached proposal from Jesse Turner is a summary of the Traffic Committee's conversation on the topic.

On May 3, 2024 the Traffic Committee was briefed by Jesse Turner in reference to his request to enter into an agreement with the City to provide E-Scooters under similar conditions to our previous arrangement with Lime. Mr. Turner indicated that his goal would be to provide several pick up/drop off locations in the downtown area along with the city park. Mr. Turner informed the committee that the scooters, which are made by Levy Electric include a required application for checkout that also requires riders to bring the scooters back to specific locations prior to ending a ride. The committee discussed the details of the safeguards and agreements that were previously in place between the City and Lime during their contract to ensure that Mr. Turner was able to accommodate all of the same criteria: Below is a summary of those items:

1. Scooters not to operate between 10pm and 5am.
2. Scooters not allowed in festival districts. This was accomplished using the scooters GPS and geofencing features.
3. Photo ID required to start a ride to ensure valid driver's license.
4. No scooters allowed South of Mo 100. Also no operation along 5th Street. Scooters can operate across 5th Street.
5. Reduced speed of 10mph on park trail systems.
6. Insurance- Mr. Turner indicated that the scooters carry liability coverages of 2 million per incident and 4 million aggregate. Turner indicated that he could have the city named as an additional insured on the policy just as Lime had.
7. Profit Sharing- Mr. Turner agreed to the same cost sharing agreement that Lime had which was 5 cents per trip or a minimum of \$200 monthly. He had also discussed interest on his part in installing charging infrastructure at the pickup and drop off locations. He proposed that the equipment would be installed at his cost and that he would pay for the electric. Under that scenario, Turner indicated that he would be willing to share an additional 10% with the city on top of the share mentioned above.

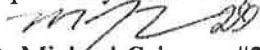
ba

8. Property Damage- The group discussed past property damage issues involving rental scooters and noted that towards the end of the contract with Lime a fund had been created to recoup some of the city's losses for man hours, etc. in cleaning up graffiti caused by tire marks. As a remedy to that concern, Mr. Turner indicated that he would be willing to take responsibility for cleanup of that type of property damage.

The majority of the committee members were neutral on the concept that Mr. Turner had proposed, however ultimately an unopposed vote was made to send the item to City Council for review providing that all of the above criteria are met as part of a potential new MOU.

Thank you for your consideration.

Respectfully submitted,



Sgt. Michael Grissom #299

Washington Police Department

6a

Proposing:



Seeking a 3 Year contract for sole micro mobility provider for Washington, Missouri.
\$200 monthly fee/previous contract fees matched. 10% profit sharing with charging
stations.



Proposed Pickup/Charging locations:



The Process:



Locate Available Scooters

Find scooters and view available pricing through the app.



Scan QR Code

Scan or Select the scooter via the app to unlock and begin your trip.



Lock via the App

When stepping away from the vehicle, lock the scooter through the app. Please be sure to keep your scooter within eyesight when away.

The Process:



Kick Push to Start

Use your foot to get the scooter moving before accelerating the throttle.



Return to your pickup location

Scooters can be dropped back off at designated zones on the app



Application:

Allows ID Verification and upload

Billing, payments, and collections

In app safety tutorial and rider agreement:

- Disclaimers, assumptions of risk, provisions, and a binding arbitration.

- Sole user at least 16 years old.

Insurance:

- 2 million per occurrence/4 million aggregate

Specs and Safety:

- All time headlights and brake lights
- Driven Mode: 350W, Rear-wheel drive
- Tire: 10 inch
- Vehicle Cable Design: Hidden Cable
- Dual Suspension
- Brake Levers: Independent Left and Right
- Max Speed: 16 mph
- Range: 30 miles on full charge
- Gradeability: 14% (~8° angle)
- Built in wireless phone charging
- Dual kickstand
- Attached bell



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A SUPPLEMENTAL AGREEMENT NO. 1
WITH CIVIL DESIGN, INC. FOR THE WASHINGTON
TERRACE AND POTTERY ROAD CONNECTION

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 Supplemental Agreement No. 1 by and between the City of Washington, Missouri and Civil Design, Inc. for the Washington Terrace and Pottery Road Connection. 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



Civil Design, Inc.

5220 Oakland Avenue | St. Louis, MO 63110 | 314.863.5570
WWW.CIVILDESIGNINC.COM

May 15, 2024

Charles Stankovic, PE
City Engineer
City Hall
405 Jefferson Street
Washington, MO 63090

SUBJECT: Proposal for Roadway Design Services
**Washington Terrace and Pottery Road Connection
Addendum No. 1**
City of Washington, Missouri
Civil Design, Inc. (CDI) Project Number: 5123

Charles:

Thank you for the opportunity to provide this proposal for Addendum No. 1 for professional Roadway Design/Civil Engineering services. The following depicts our understanding of the scope of work for this project.

PROJECT DESCRIPTION

Civil Design, Inc. was asked to lower the vertical alignments of Don Road and Old Pottery Road intersection so to improve the stopping sight distance. The City would like to also limit the impacts to the property and driveway at the southwest corner of Don Rd. and Pottery Rd. CDI will develop a new concept for the intersection and will provide it to the City Engineer for review. Once the concept is approved, CDI will revise all construction documents. It is assumed Notice to proceed will be May 21st, 2024. Estimation of completion of the construction documents will be June 21st, 2024.

PROJECT BUDGET

CDI will provide a revision to the roadway design, revise the construction plans, and technical specifications as necessary. Additional surveying services may also be required for this design change. A nominal number of survey hours has been included in this proposal if additional surveying is needed. Attachment "A" is a fee estimate breakdown that includes tasks and number of hours to revise the design and construction documents.

ASSUMPTIONS/EXCLUSIONS

- CDI assumes there will be no formal permitting required except for the review and approval of the City of Washington for the new roadway improvements.

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

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

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

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


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

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

Sincerely,



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

City of Washington, Missouri							 CIVIL DESIGN, INC. <small>WESTBURY</small>
Civil Design, Inc. - Professional Engineering and Surveying Services - Additional Services							
Washington Terrace & Pottery Road Connection							
Task Description	# of sheets	Proj Mgr II	Proj Eng III	Proj Eng II	PLS II	Survey Tech	Fee
PROJECT ADMINISTRATIVE							
General Project Administrative (Invoicing, Project Management)		1					\$ 66.92
Project Coordination (Meetings)		1					\$ 66.92
Client Meetings (Assume 3 total and conducted virtually)		1					\$ 66.92
SURVEY							
Pick up Survey (Topographic)					2	16	\$ 696.28
Topo processing					1	4	\$ 206.26
DESIGN AND PLAN PREPARATION							
Revise Final Plan Set							\$ -
Revise Design							\$ -
Roadway Design and Intersection Layout - Alternative Analysis			4	24			\$ 1,489.80
Drainage/Hydraulics Analysis			2	16			\$ 951.50
Revise Plan Set							\$ -
Typical Sections	1			2			\$ 103.30
Plan Sheets	3			12			\$ 619.80
Cross Sections (every 100 feet)	2			16			\$ 826.40
Drainage/Culvert Details	1			4			\$ 206.60
Driveway Details	1			4			\$ 206.60
Special Details	1			4			\$ 206.60
Quantities			2	4			\$ 331.70
QA/QC			4	4			\$ 456.80
Revise Cost Estimate		2	2				\$ 258.94
95% Design Submittal				2			\$ 103.30
Address 95% review comments				8			\$ 413.20
100% Submittal		2		4			\$ 340.44
REVISE BIDDING DOCUMENTS							\$ -
Technical Specifications							\$ -
Bidding Assistance (answer RFIs)		4	4				\$ 375.30
Meetings (Assume 2 pre-bid meetings)		6	6				\$ 517.88
Direct Labor Cost							\$ 9,288.28
Overhead (134.9%)							\$ 12,529.89
Fixed Fee (13%)							\$ 2,836.36
DIRECT COSTS							
Description	Quantity	Units	Unit Cost				
Mileage	384	miles	\$ 0.625				\$ 240.00
Subtotal Direct Costs							\$ 240.00
Total Project Cost							\$ 24,894.53
Notes: Assume no water quality will be required Assume no detention will be required Assume no front end specification documents required Assume Construction Administration is not included Assume no boundary survey is necessary Assume no property takings or easements needed							
Civil Design, Inc. - Hourly Rates							
President							\$ 72.50
Project Manager II							\$ 66.92
Project Engineer III							\$ 62.55
Project Engineer II							\$ 51.65
Project Engineer I							\$ 46.88
Professional Land Surveyor II							\$ 64.38
Survey Technician II							\$ 35.47

1a



May 14, 2024

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

RE: Roadway Design Services for Don Ave & Pottery Road – Supplemental Agreement No. 1
Plan Revisions

Dear Mayor and City Council Members:

Attached you will find an ordinance and supplemental agreement for additional plan revisions to create a safer intersection with improved sight distance at Don Avenue and Pottery Road. The original plan did meet minimums but this revised plan will increase the sight distance and create a 3 way intersection instead of a four-way intersection. There was also a conflict with property owner's driveway to the south on Old Pottery Road.

This will add an additional \$24,894.53 to the contract bringing the total to \$60,689.68.

There will be some costs savings in the construction with the new design as well.

Thank you for your consideration.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE UNITS OF FEDERAL, STATE AND LOCAL GOVERNMENT, AND OTHER NON-GOVERNMENTAL EMERGENCY RESPONSE ORGANIZATIONS SUBSCRIBED THERETO

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 Mutual Aid Box Alarm System Master Agreement by and between the City of Washington, Missouri and the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed thereto, 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



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
 - B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. **Third Party Reimbursement - Expenses for Emergency Services** recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. **Intrastate Emergency Management Agency Tasking - Expenses** recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses** recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

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April 26, 2024

Darren Lamb, Administrator
405 Jefferson Street
Washington, MO 63090

RE: Mutual Aid Box Alarm Mutual Aid Agreement

Dear Darren:

Attached is a request for entering into a mutual aid agreement with Illinois Mutual Aid Box Alarm System (MABAS), Illinois' equivalent to the Missouri Statewide Mutual Aid.

The Washington Fire Department has a long history of participating in the Missouri system and has both provided and received mutual aid. We are also very active in the local Region C (STL area) of the state system. There are resources in the Illinois region that can be of value to the Washington community including rescue equipment and teams that mirror Franklin County assets, ventilation and water rescue. In addition, Washington resources have been requested for Illinois incidents, however, a reciprocal agreement is not in place.

The Washington Fire Department desires membership in the MABAS system with the attached agreement. While there may be the occasional request to assist in extremely large Metro-East alarms, there are resources in that area of Illinois that could be beneficial for us with larger alarms or specific needs.

We appreciate your consideration.

If you have any questions, please let me know.

Yours in service,

Tim Frankenberg, CFPS, CSP
Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023/2024 BUDGET OF
THE CITY OF WASHINGTON, MISSOURI FOR THE
PURCHASE OF A CHARLIE CART PROJECT MOBILE
KITCHEN AND TOOLS FOR THE WASHINGTON PUBLIC
LIBRARY

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

SECTION 1: This ordinance shall amend the 2023/2024 Budget as follows:

Machinery & Equipment – Increase of \$15,000 for the purchase of a Charlie Cart Project
Mobile Kitchen and Tools (003-23-000-534200).

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



May 14, 2024

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

RE: Budget Adjustment for a Charlie Cart for the Washington Public Library

Dear Mayor and Council:

The library applied for a grant for a Charlie Cart through the State Library's LSTA Grant Program. The grant awarded the library \$13,500 out of the \$15,000. The Friends of the Library agreed to fund the remaining \$1,500.

The grant payments for the \$13,500 will be divided into three payments of \$4,500. The first payment of \$4,500 will arrive in the 2023/2024 budget year. Payment #2 for \$4,500 and payment #3 for \$4,500 will come in the 2024/2025 budget year.

The Charlie Cart will allow us to do food preparation and cooking demonstrations to teens, seniors, and healthy cooking for diabetes.

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

Yours in service,

Nelson Appell
Library Director



JOHN R. ASHCROFT
SECRETARY OF STATE
STATE OF MISSOURI

JAMES C. KIRKPATRICK
STATE INFORMATION CENTER
(573) 751-4936

LIBRARY DEVELOPMENT
(573) 751-3615

March 7, 2024

Nelson Appell
Washington Public Library
410 Lafayette Street
Washington, MO 63090-2605

Re: Awarded Grant Project Number: 2024-LFL4-SLT24-076

Dear Nelson:

Secretary of State Ashcroft and I are pleased to announce that Washington Public Library has been approved for an LSTA **Spotlight on Literacy 2024** grant of **\$13,500.00**.

Enclosed as part of the award packet are a sheet of instructions, the Grant Agreement, and payment request forms. Please read these items carefully. Interim and final report forms are available online at <https://www.grantinterface.com/Home/Logon?urlkey=missourilibrary>. These are to be completed and submitted to the Missouri State Library by the dates listed on the instruction sheet. Questions about the report forms or administration of the grant may be directed to Terry Blauvelt at Terry.Blauvelt@sos.mo.gov (417) 895-6670

At the request of the Institute of Museum and Library Services (IMLS), we ask that all grantees put extra effort into obtaining outcome based evaluation measures. Through observation, conversation and/or written surveys, how has the project directly impacted the people in the community? What changes have patrons experienced in their knowledge, skills or attitudes? How has the project been of personal benefit to them?

IMLS has set guidelines for when to survey participants in LSTA projects. **Please review the Survey Guidance at <http://www.sos.mo.gov/library/development/lstagrant> under the Other LSTA-Related Resource section as you develop your surveys. Note surveys must be reviewed and approved by State Library staff before they are used.**

We are pleased to fund Washington Public Library's request, and are excited about this Spotlight on Literacy 2024 grant project. We look forward to reading the final report and evaluation of the project.

Sincerely,

Robin Westphal
State Librarian

JAMES C. KIRKPATRICK STATE INFORMATION CENTER
600 W. MAIN STREET • JEFFERSON CITY 65101

ADMINISTRATIVE RULES • BUSINESS SERVICES • ELECTIONS • PUBLICATIONS • SECURITIES • STATE ARCHIVES • STATE LIBRARY • WOLFNER LIBRARY

7c

BUDGET MEMO

Spotlight on Literacy 2024
Washington Public Library
Let's Get Cooking at the Library

The following estimated budget has been approved for LSTA funding:

Budget Category	Description of item or service	LSTA Funds	Local Funds	Total
	Shipping	\$675.00	\$75.00	\$750.00
Equipment	Charlie Cart Project Mobile Kitchen, Tools	\$12,825.00	\$1,425.00	\$14,250.00
Total		\$13,500.00	\$1,500.00	\$15,000.00

NOTE: Moved shipping to Equipment. As requests exceed available funds, required a 10% match on the project.

INSTRUCTIONS
PLEASE READ BEFORE PROCEEDING

1. **The Grant Agreement, the Grant Acceptance Form, the Grant Application and the Standard Terms and Conditions signed at the time of the application serve as the grant agreement.**
2. **Note that the start date of the project is specified in “Grant Period” on the Grant Agreement form.** Do NOT encumber or expend any grant funds before this date.
3. **Please complete and electronically sign the online Grant Acceptance Form within 10 business days of receipt. (Keep a copy for the institution’s grant file.)** Returning this form means the terms of the grant have been accepted or declined. If the grant is declined the funds will be reallocated to other projects.
4. **Please note and follow the instructions on the payment request forms.** Failure to do so will greatly delay receipt of the grant payment.
 - The first payment request can be submitted as soon as funds are encumbered on or **after the official project start date** AND the grantee must begin spending these funds within 45 days.
 - The second payment can be requested with or after the first interim report, as long as you will begin spending those funds within 45 days
 - The final payment request should not be submitted until project completion and in conjunction with the final report.
5. **It is the Grantee’s responsibility to submit the final report on time. Failure to comply with this requirement could jeopardize future grant awards and/or terminate this current award. Report forms are available online at <https://www.grantinterface.com/Home/Logon?urlkey=missourilibrary>.**
 - The first interim report is due **7/31/2024**
 - The second interim report is due **11/15/2024**
 - The final report and request for final payment are due **4/30/2025**
6. **Create a file folder for all paperwork related to this grant.** Label it with the grant project number. Be sure to keep this file up to date.
7. **Make copies of any and all forms sent to the State Library.** Keep them in the file folder for this grant.
8. Please pay special attention to **Number 7** on the Grant Agreement Standard Terms and Conditions which involves Publication Credit.

For further information or clarification contact:
Terry Blauvelt, Grants Officer

Missouri State Library
600 West Main, PO Box 387
Jefferson City, MO 65102-0387
Telephone: (417) 895-6670
Email: Terry.Blauvelt@sos.mo.gov

SCS 231 S LDA000
RC 231 LD0000
43600396201

**Application for First Payment of Library Services and Technology Act
Grant Funds**

Grant Project Number: **2024-LFL4-SLT24-076**
Agency 231 Org 3520 Fund 0195

Beginning Date: **4/15/2024**
Ending Date: **3/31/2025**
Submit to: **LSTA@sos.mo.gov**

For Library Use Only: If anything in this box is incorrect DO NOT change it. Please contact the State Library for instructions.
Grantee Name/Check to be issued to: City of Washington Public Library Address: 405 Jefferson St Washington, MO 63090

Project type: **Spotlight on Literacy 2024**

Payment plan:

	Amount	Amount requested
Total award	\$13,500.00	
First payment	\$4,500.00	
Second payment	\$4,500.00	
Final payment	\$4,500.00	

Payment is requested in the amount of **\$4,500.00** as **FIRST** payment for project number: **2024-LFL4-SLT24-076**. These funds have been encumbered and the Grantee must begin spending these funds within 45 days. This request **cannot** be dated prior to the start of the grant period. This document may be submitted by email, fax or mail.

Library Director (Signature) Date

(Below here for State Library Use Only)

I have reviewed the Agreement that covers this application and monitored its progress. The Grantee has submitted all required financial and narrative reports.

Terry Blauvelt, Grants Officer Date

Approved for payment in the amount of: \$ _____.

Comments:

Robin Westphal, State Librarian Date

SCS 231 S LDA000
RC 231 LD0000
43600396201

**Application for Second Payment of Library Services and Technology Act
Grant Funds**

Grant Project Number: **2024-LFL4-SLT24-076**
Agency 231 Org 3520 Fund 0195

Beginning Date: **4/15/2024**
Ending Date: **3/31/2025**
Submit to: **LSTA@sos.mo.gov**

For Library Use Only: If anything in this box is incorrect **DO NOT** change it. Please contact the State Library for instructions.

Grantee Name/Check to be issued to: **City of Washington Public Library**
Address: 405 Jefferson St
Washington, MO 63090

Project type: **Spotlight on Literacy 2024**

Payment plan:

	Amount	Amount requested
Total award	\$13,500.00	
First payment	\$4,500.00	
Second payment	\$4,500.00	
Final payment	\$4,500.00	

Payment is requested in the amount of **\$4,500.00** as **Second** payment for project number: **2024-LFL4-SLT24-076**. These funds have been encumbered and the Grantee must begin spending these funds within 45 days. This request **cannot** be dated prior to the start of the grant period. This document may be submitted by email, fax or mail.

Library Director (Signature)

Date

.....
(Below here for State Library Use Only)

I have reviewed the Agreement that covers this application and monitored its progress. The Grantee has submitted all required financial and narrative reports.

Terry Blauvelt, Grants Officer

Date

Approved for payment in the amount of: \$ _____.

Comments:

Robin Westphal, State Librarian

Date

7c

SCS 231 S LDA000
RC 231 LD0000
43600396201

**Application for Final Payment of Library Services and Technology Act
Grant Funds**

Grant Project Number: **2024-LFL4-SLT24-076**
Agency 231 Org 3520 Fund 0195

Beginning Date: **4/15/2024**
Ending Date: **3/31/2025**
Submit to: **LSTA@sos.mo.gov**

For Library Use Only: If anything in this box is incorrect DO NOT change it. Please contact the State Library for instructions.
Grantee Name/Check to be issued to: City of Washington Public Library Address: 405 Jefferson St Washington, MO 63090

Project type: **Spotlight on Literacy 2024**

Payment Plan:

	Amount	Amount requested
Total award	\$13,500.00	
First payment	\$4,500.00	
Second payment	\$4,500.00	
Final payment	\$4,500.00	

Payment is requested in the amount of \$ _____ as **FINAL** payment for project number: **2024-LFL4-SLT24-076**.

Library Director (Signature) Date

(Below here for State Library Use Only)

I have reviewed the Agreement that covers this application and monitored its progress. The Grantee has submitted all required financial and narrative reports. This document may be submitted by email, fax or mail.

Terry Blauvelt, Grants Officer Date

Approved for payment in the amount of: \$ _____.

Comments:

Robin Westphal, State Librarian Date

7c

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM AFFORDABLE
SYSTEMS FURNITURE FOR A RECEPTION DESK IN THE
PUBLIC WORKS BUILDING

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 Bid by
and between Affordable Systems Furniture and the City of Washington, Missouri for a
reception desk in the Public Works Building. A copy of the bid is attached and is marked
as Exhibit A.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

Affordable Systems Furniture

240 Magee St #168
Troy, MO 63379 US
(636) 249-3399

INVOICE

BILL TO
City of Washington
405 Jefferson St
Washington, MO 63090

SHIP TO
City of Washington
405 Jefferson St
Washington, MO 63090

INVOICE 24032.01
DATE 04/09/2024
TERMS Due on receipt
DUE DATE 04/09/2024

DESCRIPTION	QTY	RATE	AMOUNT
Reception Desk	1	6,000.00	6,000.00
SUBTOTAL			6,000.00
TAX			0.00
TOTAL			6,000.00
BALANCE DUE			\$6,000.00

7d



May 20, 2024

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

RE: Recommendation – Public Works Reception Desk

Honorable Mayor and City Council,

The Public Works front office renovation is winding down. One of the final pieces of the project is the replacement of the very large and outdated (pink) front entry reception desk.

The project was put out to bid by Eagan Design Build and two bids were received. Affordable Systems Furniture (ASF) - \$6,000 and United Asset Management \$9,800.

Accordingly, Eagan Design & Build and staff recommend that Council consider Affordable Systems Furniture's bid of \$6,000.00 for a new front entry reception desk at the Public Works building. 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 ACCEPTING THE PROPOSAL FROM
REINHOLD ELECTRIC, INC. FOR A NEW FIRE ALARM
SYSTEM IN THE PUBLIC WORKS BUILDING

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 Proposal by and between Reinhold Electric, Inc. and the City of Washington, Missouri for a new fire alarm system in the Public Works Building. A copy of the proposal is attached and is marked as Exhibit A.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



Proposal

Date: 4/30/24	Estimator: Adam Wilson	Quote No.:
Bill To: Patrick Donnelly Eagan Design-Build		Job Name / Location: City of Washington Public Works 4 Chamber Dr Washington, MO 63090
Phone: 636-579-0721		Email: patrick@buildwitheagan.com

REINHOLD ELECTRIC TO PROVIDE LABOR AND MATERIAL AS FOLLOWS:

- Installation of electric per scope listed within
 - Demo existing smoke detectors above drop ceiling
 - Demo (6) existing smokes on lower level
 - Demo (2) Pull Stations
 - Demo (1) Horn/Strobe
 - Demo existing FACP
 - Supply and install:
 - (1) FACP
 - (1) Exterior Horn/Strobe
 - (1) Interior Horn/Strobe
 - Wire in Tamper off of existing Flow Switch
 - New wiring for Duct Detectors
 - (2) Low Temp Sensor in Garage
 - (1) Smoke Detector above FACP
 - (1) Electrical Permit
 - Wire in Heat Detectors into (1) zone in new FACP

We Propose hereby to furnish material and labor-complete in accordance with the above specifications for the sum of \$16,800.00

Payment to be made as follows: Net 30

All sums not paid when due shall bear interest at the rate of 1-1/2% per month from due date until paid. All costs of collection, including reasonable attorneys' fees, fees of expert witnesses, deposition costs, and all other court costs, shall be paid by Customer.

This proposal may be withdrawn if not accepted within 30 days. Reinhold Electric is not responsible for any utility company charges. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Market Conditions

Reinhold Electric's bid price is based on current market conditions. In the event Reinhold Electric is awarded the contract and there is a delay or significant price increase for material, equipment, or energy occurring after submission of this bid and before installation through no fault of Reinhold Electric or our Subcontractors, the bid price and contract sum, time of completion and contract requirements shall be equitably adjusted to reflect the price increase or delay. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an item increases 3% or more between the date of this bid and the date of installation. If Subcontractor/Supplier makes a request for an equitable adjustment to the contract price based on an increase in price, Subcontractor/Supplier shall be required at that time to disclose its original price that has increased.

REINHOLD SIGNATURE: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CUSTOMER SIGNATURE: Wayne Rucker
City of Washington
Bldg. Maint.



May 20, 2024

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

RE: Recommendation – Public Works Fire Alarm System

Honorable Mayor and City Council,

The Public Works front office renovation is winding down. One of the final pieces of the project is the replacement of the very outdated fire alarm system. The project consisted of demo of the old system and installation of a new system. Fire Chief Tim Frankenberg has been very instrumental in the design of the new system and in bid process.

The project was put out to bid by Eagan Design Build and three bids were received. Reinhold Electric - \$16,800, Alarm 24 - \$40,390.52 and AMF - \$45,795.00.

Accordingly, Eagan Design & Build and staff recommend that Council consider Reinhold Electric's bid of \$16,800.00 for a new fire alarm system at the Public Works building. As always, if you have any questions or would like additional information, please feel free to contact me prior to the Council meeting.

Respectfully,

A handwritten signature in cursive script that reads "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 ENTER INTO A CONTRACT WITH SCE, INC. FOR CONSTRUCTION OF A NEW MAIN STAGE ROOF AT THE WASHINGTON FAIRGROUNDS

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 Contract by and between SCE, Inc., and the City of Washington, Missouri for the construction of a new Main Stage Roof at the Washington Fairgrounds. A copy of the contract is attached and is marked as Exhibit A.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

City of Washington

Washington Fair Main Stage Roof

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

"I, LARRY PROEMSEY certify that I am the PRESIDENT of the corporation named as Contractor herein above, that LARRY PROEMSEY who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers."

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the _____ day of _____, 2024, by and between **City of Washington** (hereinafter called the "Owner") and SE, INC. a CORPORATION with offices located at 215 ST MARYS RD, VILLA RIDGE, MO hereinafter called the "Contractor").

The project is identified as Washington Fair Main Stage Roof, located at 6 Fairgrounds Road, Washington, MO 63090, Project No. 21-8769, (hereinafter called "Project")

The Engineer is Cochran, located at 530A East Independence Drive, Union, Missouri 63084 (hereinafter called the "Engineer").

WITNESSETH:

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

ARTICLE I

The Contract Documents

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

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be Substantially Completed as follows:

1. Washington Fair Main Stage Roof shall be Substantially Complete by May 1, 2025.
2. Washington Fair Main Stage Roof shall be Finally Complete by June 1, 2025.

ARTICLE IV**The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of one million sixty-one thousand forty five and 80/100 dollars (\$1,061,045.80), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

- (1) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;
- (2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V**Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction. No Work will commence until the Contractor's Schedule is submitted and approved by the Owner.

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

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

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

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion

and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

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

(c) Weather shall not constitute a cause for granting an extension of time.

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

ARTICLE VII

Changes in the Work

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

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

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

ARTICLE VIII

Termination by Owner

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

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

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each accident

(d) Owner's Protective Bodily Injury (Separate Policy)

Including Death:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate

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

ARTICLE X**Enumeration of The Contract Documents**

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

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Supplementary or other Conditions of the Contract as follows:
Job Special Provisions
- (d) The Specifications dated: March 2024
- (e) The Drawings identified as follows:
Washington Fair Main Stage Roof
- (f) Performance and Payment Bond
- (g) Construction Schedule
- (h) State Wage Determination
- (i) Non-Collusion Affidavit
- (j) Subcontractor Approval Form
- (k) Affidavit of Compliance Anti-Discrimination Against Israel Act
- (l) The Addenda, if any, are as follows: Addendum #1 dated April 17, 2024.
- (m) Other documents, if any, forming part of the Contract Documents are as follows:
Bid Form Proposal
Project Manual

* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "sole owner, a partner, secretary, etc." should be struck out.

ARTICLE XI**Anti-Discrimination Against Israel Act**

In accordance with the provisions of Section 34.600 RSMo., the Contractor shall, upon execution of the Agreement, execute and deliver to the District an affidavit in the form titled Affidavit of Compliance Anti-Discrimination Against Israel Act attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Agreement void.

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

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

City of Washington
Owner

By _____

Print Name _____

(SEAL)

Attest: _____

Print Name _____

Date: _____

PRESIDENT
Title _____

By _____
Contractor

(SEAL)

Attest: _____

Date: 15 MAY, 2024



May 16, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Mainstage Roof

Dear Mayor and Council,

On April 25th the City received bids and based upon the design consultant's letter we recommend accepting the bid of \$1,061,045.80 (to include the steel rigging plates at \$11,900).

The contract will be funded by the Capital Improvement Sales Tax fund in the amount of \$702,206.25 and \$52,629.72 for our lease agreement with the Chamber. The remaining \$306,209.83 will be funded by Chamber.

Staff recommends approval.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO AN AGREEMENT WITH THE WASHINGTON SCHOOL DISTRICT FOR THREE (3) SCHOOL RESOURCE OFFICERS TO BE ASSIGNED TO DUTY FOR THE WASHINGTON SCHOOL DISTRICT

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

SECTION 1: The Mayor is hereby authorized and directed to execute an agreement by and between the Washington School District and the City of Washington, Missouri for payment by the Washington School District for assignment of three (3) School Resource Officers to work at the schools in the Washington School District, 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

CITY OF WASHINGTON – SCHOOL DISTRICT OF WASHINGTON
AGREEMENT FOR SCHOOL RESOURCE OFFICERS

School Resource Officers

- I. The Washington Police Department will provide three (3) POST commissioned/licensed law enforcement officers to serve as School Resource Officers on the campus areas of the School District of Washington.
- II. The School Resource Officers will work within the School District of Washington during the school year. The School Resource Officers' schedule will be determined in consultation with the administrative officials of the School District of Washington. The School Resource Officers will remain under the operational control and supervision of the Washington Police Department.
- III. The School Resource Officers' duties will include enforcement of the Missouri Criminal Code, the Missouri Juvenile Code, and the Municipal Code of the City of Washington, with the goal of ensuring a safe environment for the students, faculty, and staff.
- IV. During periods when the School District of Washington is not in session the School Resource Officers' will return to Washington Police Department duties. While school is in session, School Resource Officers may be assigned to other duties during Washington Police Department emergencies.
- V. School Resource Officers shall remain employees of the City and shall not be considered employees of the School District of Washington. However, a School Resource Officer will be authorized pursuant to this agreement to provide security in schools outside the City of Washington that are located within the school district.
- VI. School Resource Officers shall have access to student information, discipline meetings, and administration meetings, as the School District of Washington deems necessary, in their judgment and sole discretion, and subject to the confidentiality and privacy provisions of the Family Education Rights and Privacy Act, the Individuals with Disability Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other state and federal statutory and case law.

Term

- I. The term of this agreement will be from July 1, 2024, through June 30, 2025.

Payment

- I. The School District of Washington will reimburse the City of Washington for the School Resource Officers in the amount of \$158,620 for service during the term of the agreement.

- a. The above dollar amount reflects last year's contracted amount of \$154,000.00 in addition to the 3% cost of living adjustment provided by City of Washington for the current budget year.
- I. The payment will be due __June 30, 2025__.
- II. Payment amount will be adjusted annually to reflect pay adjustments (excluding merit raises) provided by the City of Washington to its employees.
- III. If an officer is unable to perform the duties for an extended period of time and no replacement School Resource Officer is assigned to the District the payment will be pro-rated to reflect the time missed.
- IV. Vacation and Compensation Time will be taken while school is not in session unless otherwise arranged.

Removal of a School Resource Officer

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

Termination

- I. Either party may terminate this agreement without cause upon __30__ days prior written notice to the other party.

Notices

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

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

To the School District of Washington
Superintendent of Schools
School District of Washington
220 Locust Street
Washington, MO 63090

Governing Provisions

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

AUTHORIZATION SIGNATURES BY REPRESENTATIVES OF CONTRACTED PARTIES-

BY: _____

Washington School District Representative

BY: _____

Mayor - Washington, MO.

ATTEST: _____

City Clerk



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: May 13, 2024

To: City of Washington Council Members
Mayor Doug Hagedorn

From: Chief Jim Armstrong

RE: Agreement for School Resource Officers (SRO) for Washington School District

Honorable Mayor and City Council,

I am submitting for your approval a City of Washington – School District of Washington Agreement for School Resource Officers.

The term of the agreement will be from July 1, 2024, through June 30, 2025. The amount paid to the City by the Washington School District is \$158,620.00. This covers salary and benefits for three (3) SROs for nine (9) months; the time school is in session.

The amount charged the School District is up over last year; it was \$154,000 last agreement. This is due to the 3% cost of living pay increase approved for all city employees.

The Washington School District administration has agreed to the agreement. I respectfully request the Council approve this agreement so that it may be presented to the school board for approval.

Respectfully,

Chief James Armstrong

Chief Jim Armstrong

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO PERFORMANCE AGREEMENT IN CONNECTION WITH THE TAXABLE INDUSTRIAL REVENUE BONDS (WEG TRANSFORMERS USA LLC PROJECT), SERIES 2024

WHEREAS, the City Council of the City of Washington, Missouri (the “City”), passed Ordinance No. 21-13442 on November 15, 2021, authorizing the City to issue its Taxable Industrial Revenue Bonds (WEG Transformers USA LLC Project), Series 2024, in the maximum principal amount of \$29,000,000 (the “Bonds”), for the purpose of (a) acquiring an approximately 15.817-acre parcel located at 6349 Avantha Drive in the City (the “Avantha Project Site”), constructing an approximately 25,000 square foot expansion to the approximately 72,000 square foot manufacturing facility thereon (the “Avantha Project Improvements”) and acquiring and installing certain personal property at the Avantha Project Site (the “Avantha Project Equipment” and, together with the Avantha Project Site and the Avantha Project Improvements, the “Avantha Project”) and (b) acquiring an approximately 12.481-acre parcel located at the intersection of WEG Drive and Bluff Road in the City (the “WEG Project Site” and, together with the Avantha Project Site, the “Project Sites”), renovating the approximately 147,000 square foot manufacturing facility thereon (the “WEG Project Improvements” and, together with the Avantha Project Improvements, the “Project Improvements”) and acquiring and installing certain personal property at the WEG Project Site (the “WEG Project Equipment” and, together with the Avantha Project Equipment, the “Project Equipment” and, together with the WEG Project Site and the WEG Project Improvements, the “WEG Project”); and

WHEREAS, the City and WEG Transformers USA LLC (the “Company”) entered into a Performance Agreement dated as of December 1, 2021 (the “Performance Agreement”), relating to the issuance of the Bonds, the Avantha Project and the WEG Project; and

WHEREAS, the Company completed the Avantha Project and the WEG Project but did not transfer fee title to the Avantha Project Site and the WEG Project Site to the City; accordingly, property tax exemption on those projects has not yet begun as contemplated by the Performance Agreement; and

WHEREAS, the City and the Company desire to amend the Performance Agreement to ensure that the property tax exemption contemplated therein will begin in 2024.

7h

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, MISSOURI, AS FOLLOWS:

Section 1. Authorization of First Amendment to Performance Agreement. The City is hereby authorized to enter into the First Amendment to Performance Agreement (the "First Amendment") in substantially the form presented to and approved by the City Council and attached to this Ordinance as **Exhibit A**, with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor and City Clerk are hereby authorized to execute the First Amendment to Performance Agreement for and on behalf of and as the act and deed of the City.

Section 2. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action and execute 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. Effective Date. This Ordinance shall be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

FIRST AMENDMENT TO PERFORMANCE AGREEMENT

(On file in the office of the City Clerk)



May 14, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: WEG Transformers USA LLC Project

Dear Mayor and Council,

In 2021, the City issued Taxable Industrial Revenue Bonds to facilitate Partial Real and Personal Property Tax Abatement for WEG Transformers. The original bond documents contemplated that WEG would transfer title to the WEG Project Site to the City in 2021 and to the Avantha Project Site in 2022, and for the abatement to begin in the following year. Neither of those transfers occurred. Because the law requires the City to hold title to the property during the abatement period, WEG received no abatement in 2022 or 2023. The First Amendment to Performance Agreement allows the property transfers to occur in 2024 and for the Partial Tax Abatement to also begin in 2024.

Sincerely,

A handwritten signature in blue ink that reads "Darren Lamb".

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT
FOR J.F. KRUELS SUBDIVISION PLAT 2, IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as Exhibit A demonstrating the boundary adjustment in the City of Washington, Missouri has been submitted to the City for approval; and

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

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

SECTION 1: The boundary adjustment as shown in the attached Exhibit A in the City of Washington, Missouri is hereby approved.

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

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

Passed: _____

ATTEST: _____

President of City Council

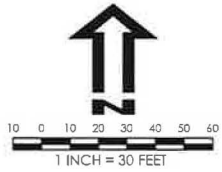
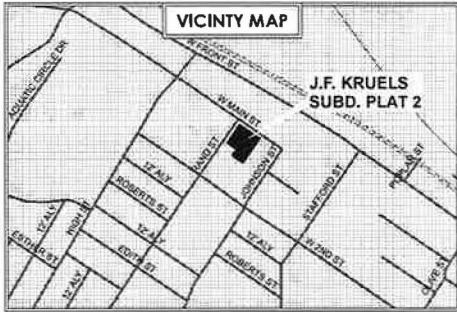
Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

J.F. KRUELS SUBDIVISION PLAT 2

A RESUBDIVISION OF PART OF LOT 1 OF J.F. KRUELS SUBD. AND PART OF THE SW 1/4 OF SECTION 15, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



- FOUND IRON ROD/PIPE UNLESS NOTED
- SET IRON ROD/CAP

Certificate of Ownership

We, the undersigned owners of the tract of land shown hereon have caused the same to be surveyed and subdivided in the manner shown and said subdivision shall henceforth be known as "J.F. KRUELS SUBDIVISION PLAT 2".

AARON M. UFFMAN _____ DATE _____

JENNIFER UFFMAN _____ DATE _____

STATE OF MISSOURI
COUNTY OF FRANKLIN

On this _____ day of _____ in the year _____ before me, the undersigned notary public, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

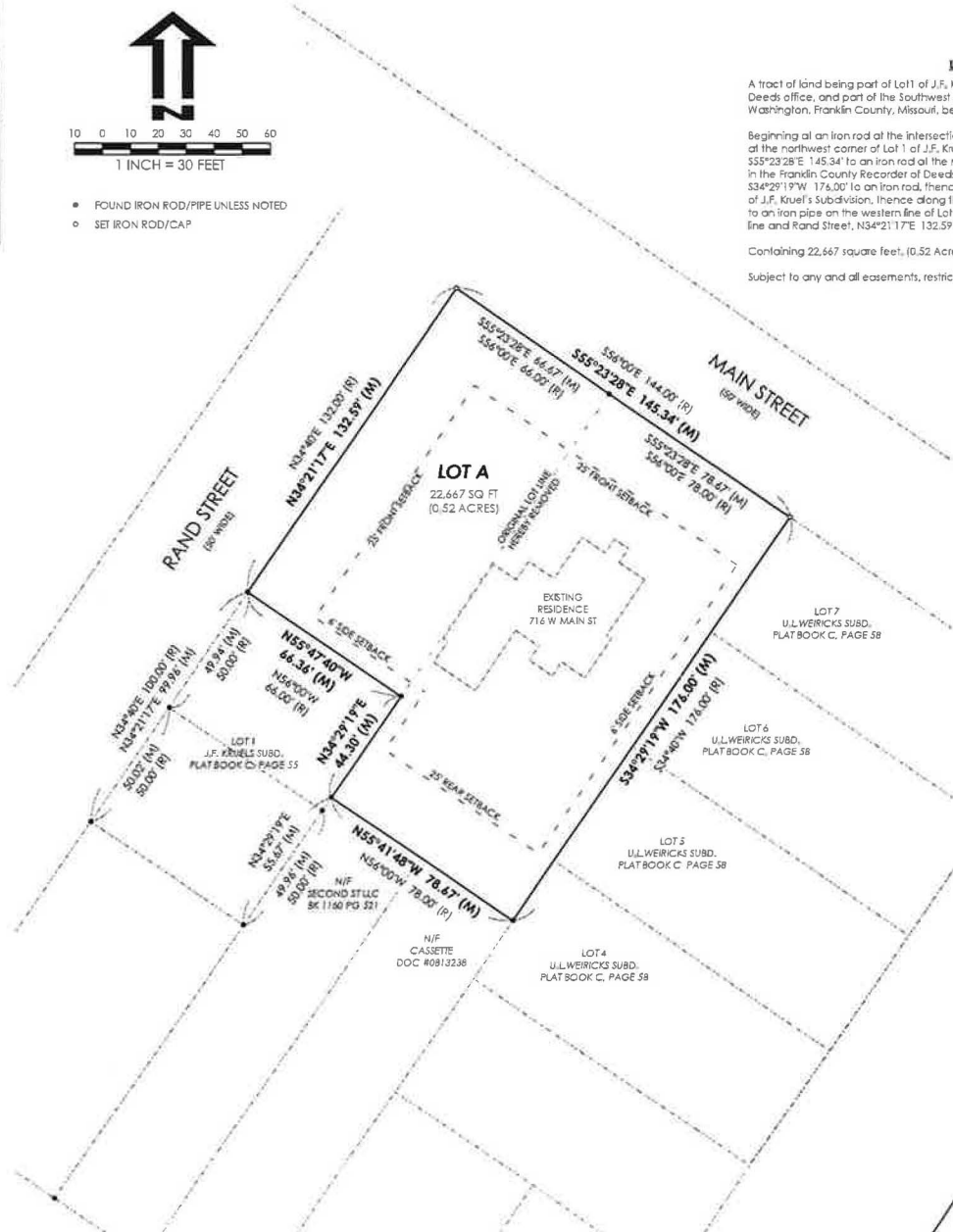
I, Sheri Klekamp, City Clerk for and within the City of Washington, Missouri do certify that the above plat of J.F. KRUELS SUBDIVISION PLAT 2, was approved by the City of Washington, Missouri

by Ordinance No. _____ Passed and approved the _____ day of _____, 2024.

Sheri Klekamp
City Clerk, City of Washington, MO

I, Doug Trentmann, Collector of Revenue for Franklin County, Missouri, first being sworn depose and say that I am familiar with the land belonging to Aaron & Jennifer Uffman and subdivided as "J.F. KRUELS SUBDIVISION PLAT 2" and further state that there are no delinquent tax assessments on the aforesaid land shown due Franklin County.

Doug Trentmann, Collector of Revenue
Franklin County MO



Legal Description of J.F. Kruels Subdivision Plat 2

A tract of land being part of Lot 1 of J.F. Kruels's Subdivision as recorded in Plat Book C Page 55 in the Franklin County Recorder of Deeds office, and part of the Southwest quarter of Section 15, Township 44 North, Range 1 West of the 5th P.M., in the City of Washington, Franklin County, Missouri, being fully described as follows:

Beginning at an iron rod at the intersection of the southern right of way of Main Street and the eastern right of way of Rand Street, at the northwest corner of Lot 1 of J.F. Kruels's subdivision, thence along the north line of Lot 1 and the South line of Main Street, S55°23'28" E 145.34' to an iron rod at the northwest corner of Lot 7 of U.L. Weirick's Subdivision as recorded in Plat Book C Page 58 in the Franklin County Recorder of Deeds office, thence leaving Main Street and along the western line of U.L. Weirick's Subdivision, S34°29'19" W 176.00' to an iron rod, thence leaving the subdivision line, N55°41'48" W 78.67' to an iron rod on the eastern line of Lot 1 of J.F. Kruels's Subdivision, thence along the lot line, N34°29'19" E 44.30' to an iron pipe, thence leaving the lot line, N55°47'40" W 66.36' to an iron pipe on the western line of Lot 1 of J.F. Kruels's Subdivision and the eastern right of way of Rand Street, thence long the lot line and Rand Street, N34°21'17" E 132.59' to the point of beginning.

Containing 22,667 square feet, (0.52 Acres)

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

NOTES:

1. Bearings based on Missouri State Plane Coordinate System East Zone per GPS observation, (Grid North)
2. Deed of record for the subject property is Document #2309184 as recorded in the Franklin County Recorder's Office.
3. Property is zoned R-2.
4. Setbacks per R-2 zoning:
Front = 25'
Side = 6'
Rear = 25'
5. This survey meets the Accuracy standards for 'Urban Property'.
6. Subject to any and all easements, restrictions, conditions, etc., of record.

J.F. KRUELS SUBDIVISION PLAT 2

A RESUBDIVISION OF PART OF LOT 1 OF J.F. KRUELS SUBD. AND PART OF THE SW 1/4 OF SECTION 15, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

SURVEY PREPARED FOR: AARON UFFMAN
SITE OF SURVEY: 716 W MAIN ST WASHINGTON MO 63090
DATE OF FIELD WORK 0/02/2024 DATE OF DRAWING: 05/12/2024

State of Missouri)
County of Franklin)

This is to certify to Aaron Uffman, that we have during the month of May 2024, executed a survey and resubdivision of a tract of land being part of Lot 1 of J.F. Kruels Subd. and part of the SW 1/4 of Section 15, Township 44 North, Range 1 West of the 5th P.M. in the City of Washington, Franklin County, Missouri, to the best of my knowledge and belief this plat represents a true and accurate record of said survey and was executed in accordance with the current standards for Property Boundary Surveys of the Missouri Department of Insurance, Financial Institutions and Professional Registration, Division of Land Survey. Witness my digital signature and seal this 12th day of May, 2024.

Kurt J. Muser



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

MUSER AND ASSOCIATES LAND SURVEYING, LLC
PROFESSIONAL LAND SURVEYING: LS-2023033721
204 OAK ST
WASHINGTON MO 63090
636-239-1247



7i

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY
ADJUSTMENT FOR THE BLUFFS AT SOUTH POINT, IN
THE CITY OF WASHINGTON, FRANKLIN COUNTY,
MISSOURI

WHEREAS, the plat, attached as Exhibit A demonstrating the boundary adjustment
in the City of Washington, Missouri has been submitted to the City for approval; and

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

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

SECTION 1: The boundary adjustment as shown in the attached Exhibit A in
the City of Washington, Missouri is hereby approved.

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

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

Passed: _____

ATTEST: _____

President of City Council

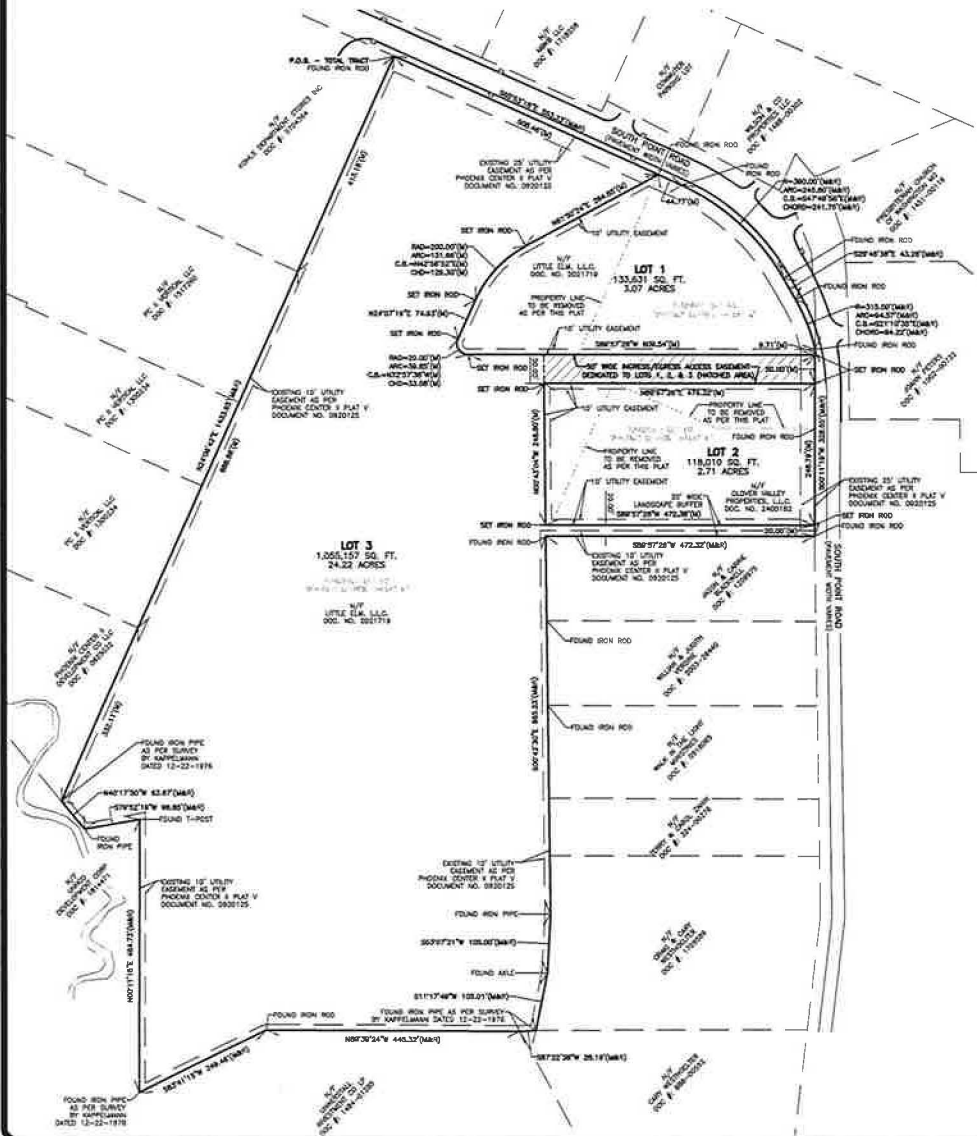
Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

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

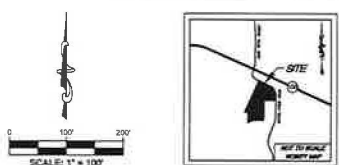


LEGAL DESCRIPTION: TOTAL TRACT
 A tract of land being a resubdivision of All of Lot 1 of 'Fred W. Reichers' Subdivision' being part of U.S. Survey 1912, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, to wit:
 Beginning at a found iron rod at the Northeast Corner of Lot 8C of 'Phoenix Center II - Plat X', recorded on November 24, 2020 with Document No. 2020454 of the Franklin County Recorder of Deeds Office, also the south right-of-way line of South Point Road; thence leaving the west line along the south right-of-way line $S85^{\circ}53'18''E$ 553.23 ft. to a point, thence along a curve deflecting to the right having a radius of 390.00 ft., an arc length of 242.80 ft., a chord bearing of $S47^{\circ}49'58''E$ a chord distance of 241.75 ft. to a found iron rod, thence $S22^{\circ}46'50''E$ 43.26 ft. to a found iron rod, thence along a curve deflecting to the right having a radius of 315.00 ft., an arc length of 94.37 ft., a chord bearing of $S31^{\circ}10'35''E$ a chord distance of 94.22 ft. to a found iron rod, thence $S05^{\circ}11'19''W$ 325.50 ft. to a found iron rod, thence leaving the south right-of-way line $S55^{\circ}57'25''W$ 472.32 ft. to a found iron rod; thence $S07^{\circ}42'30''E$ 865.23 ft. to a found iron pipe; thence $S03^{\circ}07'21''W$ 105.00 ft. to a found pipe; thence $S11^{\circ}17'49''W$ 105.01 ft. to a found iron pipe at the Southeast Corner of said Lot 8C, thence along the south line $S87^{\circ}22'38''W$ 28.19 ft. to a found iron pipe; thence $N89^{\circ}39'24''W$ 445.32 ft. to a found iron rod; thence $S32^{\circ}41'19''W$ 248.45 ft. to a found iron pipe at the most Southern Corner of said Lot 8C; thence leaving the south line $N00^{\circ}11'15''E$ 484.73 ft. to a found T-post; thence $S79^{\circ}52'19''W$ 98.85 ft. to a found iron pipe; thence $N40^{\circ}17'30''W$ 63.87 ft. to a found iron pipe at the Southwest Corner of said Lot 8C; thence leaving the south line along the west line $N24^{\circ}06'42''E$ 1433.95 ft. to the point of beginning, containing 30.00 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

CERTIFICATE OF OWNERSHIP:
 I, Kurt J. Unnerstall, the managing member of Little Elm L.L.C., hereby certify that I am the owner of the property shown and described hereon, and have caused the same to be surveyed and subdivided in the manner shown on this plat, and we hereby freely adopt the plan of subdivision.
 The subdivision shall be known as 'THE BLUFFS AT SOUTH POINT'.
 I hereby dedicate the 20' wide ingress and egress access easement to the owners of Lot 1, Lot 2, and Lot 3 of this subdivision.
 The utility easements as shown hereon are hereby dedicated to the various utility companies for utility purposes.
 IN WITNESS WHEREOF, we have executed this plat as of
 this ___ day of _____, 2024.

Kurt J. Unnerstall, Managing Member
 Little Elm, L.L.C.
 STATE OF MISSOURI)
 COUNTY OF FRANKLIN) SS
 On this ___ day of _____, 2024, before me personally appeared Kurt J. Unnerstall, the managing member of Little Elm, L.L.C. to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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 first above written.
 My term expires: _____

CITY CLERK'S CERTIFICATE:
 I, Sherri Kiskamp, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above boundary adjustment plat of 'The Bluffs At South Point' was approved by the City Council of Washington, Missouri by Ordinance No. _____ passed and approved the
 ___ day of _____, 2024.
 Sherri Kiskamp, City Clerk



- NOTES:**
- Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MDOOT VRS RTK Network.
 - Field work was completed on this site by Buscher Frankenberg Associates, Inc. on October 19, 2020.
 - General Warranty Deed (Little Elm, L.L.C.) recorded on December 11, 2020 with Document No. 2021719 of the Franklin County Recorder of Deeds Office.
 - General Warranty Deed (Clover Valley Properties, L.L.C.) recorded on January 5, 2024 with Document No. 2400182 of the Franklin County Recorder of Deeds Office.
 - Zoning ID - C2

CERTIFICATE OF OWNERSHIP:
 I, Kurt J. Unnerstall, the managing member of Clover Valley Properties L.L.C., hereby certify that I am the owner of the property shown and described hereon, and have caused the same to be surveyed and subdivided in the manner shown on this plat, and we hereby freely adopt this plan of subdivision.
 The subdivision shall be known as 'THE BLUFFS AT SOUTH POINT'.
 I hereby dedicate the 20' wide ingress and egress access easement to the owners of Lot 1, Lot 2, and Lot 3 of this subdivision.
 The utility easements as shown hereon are hereby dedicated to the various utility companies for utility purposes.
 IN WITNESS WHEREOF, we have executed this plat as of
 this ___ day of _____, 2024.

Kurt J. Unnerstall, Managing Member
 Clover Valley Properties, L.L.C.
 STATE OF MISSOURI)
 COUNTY OF FRANKLIN) SS
 On this ___ day of _____, 2024, before me personally appeared Kurt J. Unnerstall, the managing member of Clover Valley Properties, L.L.C. to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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 first above written.
 My term expires: _____

CITY CLERK'S CERTIFICATE:
 I, Sherri Kiskamp, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above boundary adjustment plat of 'The Bluffs At South Point' was approved by the City Council of Washington, Missouri by Ordinance No. _____ passed and approved the
 ___ day of _____, 2024.
 Sherri Kiskamp, City Clerk



LITTLE ELM, L.L.C. & CLOVER VALLEY PROPERTIES, L.L.C.
 4811 South Point Road
 Washington, Franklin County, Missouri, 63090

DATE	05-09-24
DRAWN	A.C.W.
CHECKED	A.C.W.
DATE	05-09-24
JOB No.	8299
SHEET NAME	THE BLUFFS AT SOUTH POINT

7j

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE FRANKLIN COUNTY TRANSPORTATION COMMITTEE FOR THE EARTH CREST DRIVE ROADWAY EXTENSION PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the construction of the bridge creek crossing portion of the connection from Rabbit Trail Drive to North Crest Drive; and

WHEREAS, this connection is on the City's Comprehensive plan; and

WHEREAS, this connection is needed to help alleviate congestion at Rabbit Trail Drive and Highway 100; and

WHEREAS, the Earth Crest Drive Roadway Extension Project is funded out of the Storm Water Improvement Fund; and

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

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

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

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

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

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



May 13, 2024

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

RE: Franklin County Transportation Grant
Earth Crest Drive Roadway Extension Project

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

This resolution will provide City Council support and allow staff to pursue funding to offset the cost of the Earth Crest Drive Roadway Extension Project. This project is the bridge portion of the connection from Rabbit Trail Drive over to North Crest Drive. This money is available through a grant program that sets aside a percentage of sales tax generated in Franklin County. It is a competitive process with all the other municipalities and road districts in the County.

Cost of the project:

Applying for this project will not cost the City any money. The City is applying for \$100,000.00 in funding to be utilized for the Earth Crest Drive Roadway Extension Project.

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

Respectfully,

Charles Stankovic, PE
City Engineer

TK

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION SUPPORTING THE ADOPTION OF THE
CITY OF WASHINGTON, MISSOURI COMPREHENSIVE PLAN

WHEREAS, the Planning & Zoning Commission of the City of Washington, Missouri, is required by Section 89.340 RSMo, as amended, to “make and adopt a city plan for the physical development of the municipality”; and

WHEREAS, the plan “shall show the commission’s recommendations for the physical development and uses of land . . . and may include, among other things, the general location, character and extent streets and other public ways”; and

WHEREAS, in formulating the plan “the commission shall make careful and comprehensive surveys and studies of the existing conditions and probable future growth” of the city; and

WHEREAS, the plan “shall be made with the general purpose of guiding and accomplishing a coordinated development” of the City “which will, in accordance with existing and future needs, best promote the general welfare, as well as efficiency and economy in process of development”; and

WHEREAS, in accordance with Section 89.360 RSMo, as amended, the Planning & Zoning Commission held a public hearing on April 8, 2024 and May 13, 2024, after first giving notice of the time and place of such hearing by publication in at least one newspaper having general circulation within the City of Washington, Missouri; and

WHEREAS, the Planning & Zoning Commission approved and adopted a Resolution approving and adopting the City of Washington Comprehensive Plan on May 13, 2024.

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

SECTION 1: The City of Washington, Missouri Comprehensive Plan, as prepared by H3 Studio, Inc., dated May 1, 2024, with all included maps, descriptive matter and other matters contained therein, a copy of which is on file in the Office of the Planning and Zoning Commission and the City Clerk, is hereby supported and is marked Exhibit A, attached hereto and incorporated herein by reference.

Adopted this 20th day of May 2024, by the City Council of the City of Washington, Missouri.

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



May 14, 2024

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: City of Washington-Comprehensive Plan Adoption

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, May 13, 2024, the Commission reviewed and passed a Resolution of Adoption.

Sincerely,

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

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission