

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
MONDAY, JULY 1, 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 June 17, 2024, Council Meeting

Need Motion/Mayor

Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor

Memo

- a. Final Payment Request – Comprehensive Plan
- b. Final Payment Request – East-West Parkway Project, Phase I
- c. Change Order #1 & Final Payment Request – Second Street Improvements Project
- d. Liquor License Renewals

2. PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Reappointments

- a. Library Board of Trustees Reappointment
- b. Police Department Reappointments

Approve/Mayor

Memo

Approve/Mayor

Memo

3. PUBLIC HEARINGS:

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

a. An ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and the Missouri Department of Conservation.

Read & Int/Read/Vote/Mayor

Memo

b. An ordinance amending the 2023/2024 Budget of the City of Washington, Missouri.

Read & Int/Read/Vote/Mayor

Memo

c. An ordinance amending the 2023/2024 Budget of the City of Washington, Missouri.

Read & Int/Read/Vote/Mayor

Memo

d. An ordinance authorizing and directing the Execution of Disclosure Compliance Proposal by and between the City of Washington, Missouri and Gilmore & Bell.

Read & Int/Read/Vote/Mayor

Memo

e. An ordinance authorizing and directing the execution of an Intergovernmental Cooperative Agreement by and between the City of Washington, Missouri and the City of Fenton, Missouri.

Read & Int/Read/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:

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

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.
POSTED BY SHERRI KLEKAMP, CITY CLERK, JUNE 27, 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, JUNE 17, 2024**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, June 17, 2024, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members: Ward I	Al Behr	Present
	Duane Reed	Present
Ward II	Mark Hidritch	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
	Street Superintendent	Tony Bonastia
	City Planner/GIS Specialist	Sarah Skeen
	Economic Development Director	Aaron Griesheimer
	Police Chief	Jim Armstrong
	City Engineer	Charls Stankovic
	Emergency Management Director	Justin Frankenberg
	Fire Chief	Tim Frankenberg

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

Approval of Minutes:

- * Approval of the Minutes from the June 3, 2024, Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Final Payment Request – Public Works Front Office Renovation
- * Liquor License Renewals; N-Sports; Miller’s Grill; Bapa Manhant LLC DBA Xpress Liquor and Smokes; Midwest Petroleum Co. #78; Old Dutch Tavern LLC; Farm and Spirit DBA The

Washington Distilling Company; Streber Events LLC DBA Oak and Front LLC; 1422 Apothecary DBA Bootleggers Cigars & Apothecary; Ernesto's Mexican Restaurant.

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

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments:

* Board of Public Works Reappointment

June 10, 2024

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Board of Public Works:

Michael Radetic – term ending June 2028

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Library Board of Trustees Reappointment

June 10, 2024

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

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

Doug Holdmeyer – term ending June 2027

Respectfully submitted,

James D. Hagedorn

Mayor

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

PUBLIC HEARINGS

* Special Use Permit – Roadside Stand – 813 Jefferson Street

June 11, 2024

Mayor & City Council

City of Washington

Washington, MO 63090

*RE: File No. 24-0601-Special Use Permit-Roadside Stand-813 Jefferson Street
Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on June 10, 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

Skeen: Good evening, Council. We have a Special Use Permit, hopefully it will pop up here in a second, okay, so, this is Just Hanks Coffee Truck and he's at the VFW Parking Lot. The "X" there is where his location is, which is about 150' from the entrance to that parking lot so that allows for about seven cars stack.

The zoning is C-2 and he has been operating there for a little bit without a Special Use Permit just because he was under the impression his Special Use Permit at the...

Holtmeier: Iron Spike.

Skeen: Thank you, I did that last time. Iron Spike Train Museum followed him, but it was actually for Iron Spike property and does not follow him so, once we kind of talked about it, he applied for the Special Use Permit and got permission from property owners to apply for the Special Use Permit so, here we are today asking for your approval.

Wessels: Did we have, were there any issues over at the Iron Spike?

Skeen: No, it just wasn't enough traffic.

Wessels: Oh, okay.

Skeen: So...

Reed: Location, location, location.

Wessels: But I mean there were no problems as such?

Skeen: No.

Lamb: The applicant is here if you have any questions.

Patke: As we read through the notes here, it said it is still portable so...

Skeen: Correct.

Patke: It's there, I guess as a, how do you say semi-permanent?

Skeen: Yes.

Patke: I guess you could say?

Skeen: So, like most food trucks they are mobile. He is, technically he can speak more to that, Monday through the weekend but then I think there's some other places that he goes to serve coffee, but then he'll come back here so, it's his full-time, his place yeah.

Reed: Yeah, I think one day they go down by the hospital too I believe, or did I don't know if they still do or not. I got no problem.

Hagedorn: Okay. Folks, this is a public hearing so if anyone in the audience would like to come up and comment on this please feel free. And the applicant is here if you guys have questions. Okay.

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

Bill No. 24-13002, Ordinance No. 24-13972, an ordinance granting a Special Use Permit for a Roadside Stand at 813 Jefferson Street in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

* Special Use Permit – Roadside Stand – 601 West Fifth Street

June 11, 2024

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 24-0602-Special Use Permit-Food Stand Extension of Hours-601 W. Fifth Street

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Special Use Permit, extension of hours, was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Skeen: Okay, so again another Special Use Permit that you've seen back in October. You approved it with conditions that they would shut down the Snack Shack at midnight. The applicant wasn't here at the time, so didn't get to argue his side of it, so he reapplied for another Special Use Permit to ask for an extension of that time, so he would like to close down at 1:15 as opposed to at midnight.

Wessels: Okay, Sarah it, I see from a couple of your emails, you sent this over to the Traffic Committee?

Skeen: Correct, we had Traffic Committee to discuss it.

Wessels: Right. Sergeant Grissom and Chief, I believe were there and they came back with the recommendation of 1:00. Asking, I was wondering why you decided no on that and go with 1.

Skeen: Well, we didn't decide no. We took it to P&Z and they said it was okay to them so, they just left it at the 1:15 per his Special Use Application.

Lamb: Planning and Zoning recommended 1:15.

Skeen: Yes.

Reed: It was midnight, wasn't it?

Lamb: It was midnight what you granted with the Council back in October.

Skeen: Right. So, P&Z did not recommend changing it to 1:00. Traffic Committee suggested 1:00 so...

Wessels: Chief, could you explain why that might be, what the difference...

Armstrong: Sure. During our discussion, obviously with the bar closing at 1:30 and then crowds typically will gather there, we just felt that if that time frame was either, well, originally, he wanted to go till 2:00 a.m. We felt that if it was either during or after bar closing time it would just increase the crowds and we were concerned, we've had issues in the past where the crowds end up in the street and we have to clear the streets, things of that nature. We just didn't want to get to that point. So, if there's a stagger, I guess a lack of better term, where they can stagger the times a little better, give us, give that one, the Snack Shack time to close and the bar closed a little bit after that, it would help with that in my opinion.

Reed: So, we're looking at 1:15 now?

Armstrong: Our recommendation was 1 at the latest. I'm not sure where the 1:15 came from.

Lamb: Planning and Zoning.

Armstrong: Oh, they...

Skeen: That was on the application.

Briggs: The discussion that was done at Planning and Zoning was he would take the last order at 1:00 and then the food would be out by 1:15 and the doors would be closed at 1:15 on the Snack Shack is what he told us. That's why the Planning and Zoning went with the 1:15.

Wessels: Was Planning and Zoning aware of police concerns?

Briggs: Yes.

Wessels: Okay.

Briggs: That was what the recommendation was.

Wessels: Alright.

Unknown: He's here.

Briggs: Yeah, if we can have him come up.

Hagedorn: Yes, the applicant is here you guys. Jesse?

Jesse Turner: Yes, we are seeking to be open until 1:15 for the Snack Shack.

Hagedorn: Jesse, with this fan it's tough for us to hear so please introduce yourself.

Jesse Turner: I apologize. Jesse Turner with the Snack Shack and The Sandbar. We are currently operating and we close at midnight, and we are requesting to be open until 1:15.

Holtmeier: I have no problem with 1:00 if the way Chief seems to get, if we can get the crowd, keep them on the sidewalk that would be great. If it becomes a problem, it is a Special Use Permit, we can take that away at anytime.

Jesse Turner: Correct, and so it would be essentially a test trial. If what the Chief says and it does bring a lingering then you could revoke it, but I don't see a lingering happening. People are going to get food regardless, whether they get it from a food truck or drive to Washington or Union Jack in the Box. They're going to get food regardless, but it's not something they're going to stay for. People already hang out afterwards, not so much in the streets, but yeah, there is five to ten people that'll hang outside of each bar in town.

Reed: Jesse, are you there every night, I mean whenever you've got a busy night like on the weekends when it's closing time? Are you in the food truck? I've never been there.

Jesse Turner: I'm there every Friday and Saturday night, yes.

Reed: Okay.

Jesse Turner: So, I see exactly what happens from there.

Reed: Okay.

Hagedorn: Other questions? Discussions?

Patke: I'd like to go with the way the Traffic Committee and to Chief's point, you know, it was 1:00 but if Planning and Zoning gives us the okay to 1:15, I guess maybe that doesn't matter by that much. More so, I'd just love to see a feedback in the near future. You know, relative to what happens and what goes on and how it works out, 1:00, 1:15, whatever we decide. You know, not to strong arm and revoke it, but you know that you work with us on the timing issue, so it is not a problem, would be the main thing for me. 15 minutes doesn't seem like a lot, but to Mark's point, we have a Traffic Commission Traffic Committee for a reason that suggested 1:00, so I'm not quite sure how the Planning and Zoning went to 1:15. That's a little bit, splitting hairs.

Behr: Well, I think Mr. Briggs explained that and it's you know, Jesse you can answer that as well, if the last order is at 1, I get it. You know, we want to make sure we can shut off at a certain time and to say no more orders guys, and you still got time to get the stuff out and then you shut the kitchen down.

Patke: Right.

Behr: Makes sense to me.

Hagedorn: Okay. Further discussion?

Reed: We're good.

Hagedorn: Okay. Thank you, Jesse.

Jesse Turner: Thank you.

Hagedorn: Folks, this is a public hearing so if anyone else would like to comment please come forward.

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. 24-13003, Ordinance No. 24-13973, an ordinance amending a Special Use Permit for a Roadside Stand at 601 West Fifth Street in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Briggs.

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

* Special Use Permit – Construction of Cell Tower – 6350 WEG Drive

June 11, 2024

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 24-0603-Special Use Permit-Construction of Cell Tower-6350 Weg Drive

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 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

Skeen: Okay. We have a third Special Use Permit. This is a new one for a telecommunications tower for WEG Transformers. It is just for their own internal use, it's not external. It's 100' tall mono tower and it is well within a falling distance I guess of the Bluff Road. It's 160' from Bluff Road so we've got a lot of room there. The applicant is here also if you have any more specific questions about the design of the tower.

Hagedorn: Any questions?

Reed: I'm good with it as long as we don't turn it into a toilet brush, we're good.

Skeen: It's not disguised.

Larry Proemsey: I didn't hear what you said.

Reed: I said, "As long as you don't turn it into a toilet brush, I'm good with it."

Larry Proemsey: No, sir. I will not. My name is Larry Proemsey aka "Cowboy." I think that I've been here enough now, if I get one more punch on my frequent flier card, I think Darren has to buy me a free donut.

Lamb: You know you keep asking for stuff, you're going to keep coming up here.

Larry Proemsey: Alright. I want to make clear; it is not a cell tower. This tower is a radio tower for WEG. They have three buildings there. I was talking to Sarah a minute ago when she sent out the notices of the corresponding neighbors, I think three of them were WEG because they own the other buildings around there.

So, what this tower does it allows them to communicate with the plants and their radio systems. It's not for commercial use, nothing else will be on it. It's a fairly short tower, it's only 100' tall. The one I just built within 1,000' of there for Ameren is a 210' tower which you can see from right there.

So, this is in a heavily commercial area, everybody knows that. It's all commercial around there and is strictly for their own use and of course, they're one of the largest employers in the City of Washington and they need this to facilitate their business services. It has no commercial purpose whatsoever, and no other carriers or anybody will be located on. Just for their own personal use.

And another thing, when we talked about this because you guys only have really zoning regulations that have to do with cell towers, which this is really not, one of the things that's also different is at the base of cell towers there's a lot of gear, transmission, they call them BTS (Base Transmission Systems) and all this gear, none of that exists there. There's just a tower, an antenna on the top, one wire comes down and it goes on the building on the second floor. All of the radio gear that makes it work will be interior to the building. It won't be outside. There'll be nothing there but one tower.

Hagedorn: Questions?

Holtmeier: Make a motion to...

Larry Proemsey: Thank you.

Hagedorn: Thanks, Larry. Motion by...

Lamb: It's a public hearing.

Hagedorn: It is. Folks, this is again a public hearing so if anyone else would like to comment about the radio tower, cell tower, it says cell tower, this is confusing me, sorry Larry.

Unknown: Telecommunications Tower.

Hagedorn: Telecommunications Tower.

Lamb: There you go.

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

Bill No. 24-13004, Ordinance No. 24-13974, an ordinance granting a Special Use Permit to construct a 100-foot Monopole Wire Telecommunication Tower at 6350 WEG Drive in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Patke-aye, Reed-aye, Briggs-aye, Wessels-aye, Behr-aye, Holtmeier-aye, Coulter-aye, Hidritch-absent. After the ordinance was approved, Larry Proemsey stated for clarification it is not a Monopole Wire Telecommunication Tower, it is a Lattice Radio Communication Tower. Ordinance to reflect the change.

* **Annexation – Stone Bridge Phase 3**

June 11, 2024

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 24-0604-Annexation-Stone Bridge Phase 3

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Annexation was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Skeen: Alright. We have annexation of a third phase for the Stone Bridge Development. As you can see, they want to come in at R-1D as they have been the first two phases. This is sandwiched between Stone Bridge Development and Stonecrest Development, which is R-1A so they're compatible.

We did discuss a little bit staff-wise, we're a little concerned and not knowing what's going on north of that development, but we trust that Vic is going to come through and not leave a gap there like you can see with our, we have a little parcel up there that's not been annexed into the City and so, we tend not to like that kind of thing but I'm sure In due time, he will come in and finish with that annexation.

We also have a track of land that is being negotiated with the city to continue the East West Parkway, so that is on the southern end of that annexation parcel. It's 2.79 acres.

Lamb: And that's 7b on your ordinance for later that the area that's outlined in purple. We wanted to make sure that you understood how that was brought in or how that is with this annexation request as well.

Hagedorn: Questions? Discussion?

Holtmeier: How close will that be to Southpoint Road with this...

Lamb: You want to go back to the other previous...

Holtmeier: With the outdoor extension?

Lamb: You would have, wait for her to pull that up.

Patke: This is the back of Stonecrest. This would be the back of Stonecrest.

Skeen: Alright. So, here's the parcel that we're looking at and then we have our Southpoint Road right here.

Lamb: Just go, yeah. Are you on the point where you can go ahead and give a get a measurement on there?

Skeen: Oh, distance?

Lamb: Yes.

Wessels: About a 1,000'.

Lamb: That's what I'm going to guess.

Wessels: About a 1,000.

Skeen: So, that's about a third of a mile from that point.

Lamb: Go down where it would intersect with North Goodes Mill if you don't mind, Sarah. Right there, there you go.

Patke: .32, 1,720'.

Lamb: There you go.

Holtmeier: Alright. Thank you.

Hagedorn: Any discussion guys? Alright. I'll take a motion to accept it...

Lamb: Public comments.

Hagedorn: Oh, public hearing, yes. This is a public hearing so if anyone would like to comment on this proposal please step forward. Okay.

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

Bill No. 24-13005, Ordinance No. 24-13975, an ordinance amending 18.36 acres off Bieker Road into the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

CITIZENS COMMENTS

* Brown Energy Solutions

Ray Brown President of Brown Energy Solutions, Dean Steiger Director of Business Development of Brown Energy Solutions, and Michael Lewis of Brown Energy Solutions addressed the Council regarding turning plants into ethanol and then into hydrogen to create energy and electricity. Discussion ensued regarding H2 automobiles, safety concerns, hydrogen and ethanol, locations, costs and staffing.

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* Waste Connections Update

Keith Asselmeier Site Manager with Waste Connections updated Council on city services.

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

June 17, 2024

Honorable Mayor & City Council

City of Washington

Washington, Missouri 63090

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

Honorable Mayor and Council Members:

Administration received the attached proposal for the renewal of the City's Property/Casualty Insurance from our current carrier The Daniel & Henry Company. After reviewing the proposal, it is staff's recommendation to accept the renewal proposal from The Daniel & Henry Company for July 1, 2024, through June 30, 2025, with the following changes:

- 1. 10.8% increase in increased exposures as well as insurance market rates*
- 2. Crime Coverage: entered into a three-year policy with Travelers in 2023 for a savings of \$365.00 which will expire June 30, 2026.*

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

Respectfully submitted,

Darren Lamb

City Administrator

Attachment

After a brief discussion, a motion to accept and approve the renewal of the City's Property/Casualty Insurance and authorized payment made by Councilmember Behr, seconded by Councilmember Wessels, passed without dissent.

* Street Closure Request – Old Fashioned Ice Cream Social

June 7, 2024

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

RE: *Street Closure Request
Old Fashioned Ice Cream Social
Market Street*

Dear Mayor and City Council Members:

For your consideration, this letter, with the attached documents, were reviewed and approved by staff as they related the subject street closure request.

The closure will take place on June 23, 2024 from 9:00 a.m. to 5:00 p.m. Staff has reviewed the application from a safety perspective and the applicant has provided all the required documents to support their application.

An approval will allow this closure to proceed.

Thank you for your consideration.

Respectfully submitted,

Charles Stankovic

City Engineer

After a brief discussion, a motion to accept and approve the street closure request made by Councilmember Behr, seconded by Councilmember Briggs, passed without dissent.

ORDINANCES/RESOLUTIONS

Bill No. 24-13006, Ordinance No. 24-13976, an ordinance vacating and discontinuing a portion of an Easement.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 24-13007, Ordinance No. 24-13977, an ordinance authorizing and directing the execution of an Agreement to Sell and Purchase Real Estate by and between the City of Washington, Missouri and Northern Star Homes, LLC.

The ordinance was introduced by Councilmember Briggs.

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

Bill No. 24-13008, Ordinance No. 24-13978, an ordinance amending the provisions of Chapter 335 Schedule II, of the Code of the City of Washington, Missouri by adding provisions for a stop sign at the locations described below.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 24-13009, Ordinance No. 24-13979, an ordinance amending Schedule IV No Parking At Anytime, of the Code of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* Preliminary Plat Approval – Stone Bridge Phase 3

June 11, 2024

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 24-0605-Preliminary Plat-Stone Bridge Phase 3

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Preliminary Plat was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

After a brief discussion, a motion to accept and approve this item was made by Councilmember Briggs, seconded by Councilmember Patke, passed without dissent.

MAYOR'S REPORT

* Thank you to Parks Director Wayne Dunker and to the Parks Department Staff for their hard work in preparation for the arrival of the America In Bloom Judges.

CITY ADMINISTRATOR'S REPORT

* Aaron Griesheimer was introduced as the new Economic Development Director.

COUNCIL COMMENTS

* None

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:38 p.m. on the following roll call vote; Patke-aye, Reed-aye, Briggs-aye, Wessels-aye, Behr-aye, Holtmeier-aye, Coulter-aye, Hidritch-absent.

The regular session reconvened at 8:50 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 8:50 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



July 1, 2024

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

RE: Final Pay Request – H3 Studio Inc.

Dear Mayor and City Council Members:

Over the course of two years, the City worked diligently in procuring and supporting a competent planning firm that was hired in April 2022 to develop a 25-year vision for the City of Washington. Throughout this time, the City, with the help of H3 Studio Team, held multiple stakeholder and public workshops to engage all members of the community in the process of developing our 2034 Comprehensive Plan. The Planning and Zoning Commission adopted the plan May 13, 2024, and the Council supported the adoption on May 20, 2024. The finalized plan, along with specific maps, are now available online.

Please find enclosed the Final Payment Request in the amount of \$3,121.21 for professional services provided by H3 Studio Inc.

Respectfully submitted,

A handwritten signature in black ink that reads "Sarah Skeen".

Sarah Skeen
City Planner/GIS Specialist



FINAL PAYMENT REQUEST

NAME OF PROJECT: **Washington Comprehensive Plan**

CONTRACTOR: **H3 Studio Inc.**

Original P.O. Amount	\$135,000.00
Original Contract Amount:	\$135,000.00
Previous Payments:	\$130,998.79
Final Payment Request:	\$ 3,121.21

Accepted:

Approval:

Date: _____

Date: _____

H3 Studio, Inc.

CITY OF WASHINGTON, MISSOURI

By: _____

By: _____

Title: _____

Title: _____



4395 laclède avenue
saint louis, missouri 63108
p 314.531.8000 | f: 314.531.8000

June 11, 2024

Darren Lamb, AICP
City Administrator
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Washington Comprehensive Plan Update, FINAL INVOICE
Project No. CP-2022-01
Invoice No. CP-2022-01-005

Dear Sal:

Enclosed please find Invoice No. 005 FINAL INVOICE for professional services rendered for the Washington Comprehensive Plan Update. This invoice outlines the percentages (%) of each task completed to date.

The total this Final Invoice is \$3,121.21 (three thousand, one hundred twenty-one Dollars and twenty-one Cents), as detailed in the enclosed invoice.

Please remit payment to:

H3 Studio Inc.
P.O. Box 56579
St. Louis, MO 63156

Thank you for including the H3 Studio Team. on this exciting project! We look forward to opportunities to work with you and the Washington Community on future projects!.

Best regards,

Timothy Breihan, A.AIA
Principal

(Enclosure)

INVOICE

Washington Comprehensive Plan and the
Central Washington Mission



Project #: CP-2022-01
Invoice #: CP-2022-01-005
Submitted: June 11, 2024

	Total Contract Sum:	Percent Complete:	Total Previous Invoice(s)	Total This Invoice:
ARTICLE 1: CORE COMPREHENSIVE PLAN				
Phase 1: Issues and Opportunities				
Phase 2: Community Visioning and Goal Setting				
Phase 3: Draft Comprehensive Plan Recommendations				
Phase 4: Final Comprehensive Plan and Adoption Activities				
Community Engagement				
Task 4.4	Phase 4 Community Engagement Activities			
Task 4.4.1	Governmental Strategic Action Plan Workshop	0.00%	\$0.00	\$0.00
Task 4.4.2	Final Plan Presentation Materials	0.00%	\$0.00	\$0.00
Task 4.4.3	Final Public Open House	0.00%	\$0.00	\$0.00
Task 4.4.4	Planning and Zoning Commission Meeting Presentation (1)	0.00%	\$0.00	\$350.00
Task 4.4.5	City Council Meeting Presentation (1)	0.00%	\$0.00	\$350.00
Task 4.4.6	Public Hearing Presentation (1)	0.00%	\$0.00	\$350.00
ARTICLE 4: THE WORKFORCE DEVELOPMENT & ECONOMIC DEVELOPMENT PLAN				
Professional Services Fee Sub-Total:				\$1,050.00
Direct Expenses Sub-Total:				\$2,071.21
INVOICE TOTAL:				\$3,121.21

Please Remit Payment To:
H3 Studio, Inc.
PO Box 56579
St. Louis, MO 63156

Reimbursable Expenses

Washington Comprehensive Plan Update

PROJECT #: CP-2022-01
INVOICE #: CP-2022-01-005
SUBMITTED: June 11, 2024

Product	Description	Qty	Unit Cost	Total Cost
100% Review Draft Plan Document	Color, 8.5X11, double-side	551	\$1.98	\$1,090.98
Final Draft Plan Document	Color, 8.5X11, double-side	388	\$1.98	\$768.24
Travel Expenses, Final Steering Committee Meeting	Mileage, Federal Rate 2024	96.2	\$0.670	\$64.45
Travel Expenses, Public Hearing #1	Mileage, Federal Rate 2024	110.1	\$0.670	\$73.77
Travel Expenses, Public Hearing #2	Mileage, Federal Rate 2024	110.1	\$0.670	\$73.77
			TOTAL:	\$2,071.21



June 20, 2024

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

**RE: East-West Parkway Project
Final Payment Request**

Dear Mayor and City Council Members:

Please find enclosed Final Pay Request for this construction project. The overall contract amount is \$663,043.00 and is unchanged from the original project amount. The final payment amount is \$66,304.30.

Respectfully submitted,

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

Charles Stankovic, P.E.
City Engineer



FINAL PAYMENT REQUEST

NAME OF PROJECT: East-West Parkway Project, Phase 1

CONTRACTOR: Northern Star Homes, LLC

Original P.O. Amount	\$663,043.00
Original Contract Amount:	\$663,043.00
Previous Payments:	\$596,738.70
Final Payment Request:	\$ 66,304.30

Accepted:

Approval:

Date: _____

Date: _____

Northern Star Homes, LLC.

City of Washington, Missouri

By: _____

By: _____

Title: _____

Title: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

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

PROJECT: East-West Parkway

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

APPLICATION NO.: 7
PERIOD TO: 6/18/2024
CONTRACT DATE: 8/21/2023
PROJECT NO.:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1.	ORIGINAL CONTRACT SUM (GMP)	\$	<u>663,043.00</u>
2.	Net change by Change Orders	\$	<u>0.00</u>
3.	CONTRACT SUM TO DATE	\$	<u>663,043.00</u>
4.	TOTAL COMPLETED & STORED TO DATE		<u>663,043.00</u>
5.	RETAINAGE:		
a.	10.00% of completed work	\$	<u>0.00</u>
b.	10.00% of Stored Material	\$	<u> </u>
	Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6.	TOTAL EARNED LESS RETAINAGE	\$	<u>663,043.00</u>
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>596,738.70</u>
8.	CURRENT PAYMENT DUE	\$	<u>66,304.30</u>
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		<u>0.00</u>

By *Austin H. [Signature]* Date: 6-18-24

State of: Missouri
County of: Franklin
Subscribed and sworn to me before this 18th day of June 2024

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

LORIE A. FREITAG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 16, 2026
FRANKLIN COUNTY
COMMISSION #14854761

ARCHITECT'S CERTIFICATE FOR PAYMENT - NOT APPLICABLE

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in Previous months by Owner		
Total approved this Month		
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's Signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NO: 7
 APPLICATION DATE: 6/18/24
 PERIOD TO: 7/1/24
 PROJECT NO: _____

ITEM NO.	DESCRIPTION OF WORK	Quantity	Unit Price	Contract Price	WORK COMPLETED		TOTAL COMPLETE	%	Balance To Finish	Retainage
					PREVIOUS	THIS PERIOD QUANTITY				
1	Mobilization	1	\$ 35,000.00	\$35,000.00	\$35,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
2	Traffic Control	1	\$ 1,500.00	\$1,500.00	\$1,500.00	0.00	\$0.00	100%	\$0.00	\$0.00
3	Clearing, Grubbing & Sod Stripping	4.3	\$ 5,500.00	\$23,650.00	\$23,650.00	0.00	\$0.00	100%	\$0.00	\$0.00
4	Saw Cutting	140	\$ 11.00	\$1,540.00	\$1,540.00	0.00	\$0.00	100%	\$0.00	\$0.00
5	Cut Material and Compact (DIR)	16685	\$ 5.00	\$83,325.00	\$83,325.00	0.00	\$0.00	100%	\$0.00	\$0.00
6	Type 5 Rock Base (Street)	1040	\$ 27.00	\$28,080.00	\$28,080.00	0.00	\$0.00	100%	\$0.00	\$0.00
7	Concrete Street (7" Thick 40' Wide)	4790	\$ 50.00	\$239,500.00	\$239,500.00	0.00	\$0.00	100%	\$0.00	\$0.00
8	Paving Fabric	4790	\$ 2.00	\$9,580.00	\$9,580.00	0.00	\$0.00	100%	\$0.00	\$0.00
9	Pavement Marking (Road)	1	\$ 1,500.00	\$1,500.00	\$1,500.00	0.00	\$0.00	100%	\$0.00	\$0.00
10	Pavement Marking (Bike Lane)	1	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
11	*Street Light Pole	4	\$ 50.00	\$200.00	\$200.00	0.00	\$0.00	100%	\$0.00	\$0.00
12	*Street Light Conduit	515	\$ 7.50	\$6,862.50	\$6,862.50	0.00	\$0.00	100%	\$0.00	\$0.00
13	Rock Blasting	7865	\$ 3.50	\$27,527.50	\$27,527.50	0.00	\$0.00	100%	\$0.00	\$0.00
14	Rock Excavation and Compaction	2035	\$ 14.00	\$28,490.00	\$28,490.00	0.00	\$0.00	100%	\$0.00	\$0.00
15	Rip-Rap Swale	380	\$ 18.00	\$6,840.00	\$6,840.00	0.00	\$0.00	100%	\$0.00	\$0.00
16	Concrete Grade Beam	85	\$ 59.00	\$3,770.00	\$3,770.00	0.00	\$0.00	100%	\$0.00	\$0.00
17	Double Area Inlet	2	\$ 7,500.00	\$15,000.00	\$15,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
18	Area Inlet	1	\$ 5,000.00	\$5,000.00	\$5,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
19	Junction Box	1	\$ 5,500.00	\$5,500.00	\$5,500.00	0.00	\$0.00	100%	\$0.00	\$0.00
20	Graded Inlet to Junction Box Modification	1	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
21	72" Class 3 RCP (Includes FES Length)	109	\$ 400.00	\$43,600.00	\$43,600.00	0.00	\$0.00	100%	\$0.00	\$0.00
22	72" Flared End Section w/ Toe Walls	1	\$ 9,000.00	\$9,000.00	\$9,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
23	36" Class 3 RCP (Includes FES Length)	66	\$ 125.00	\$8,250.00	\$8,250.00	0.00	\$0.00	100%	\$0.00	\$0.00
24	36" HDPE (Includes FES Length)	105	\$ 65.00	\$6,825.00	\$6,825.00	0.00	\$0.00	100%	\$0.00	\$0.00
25	36" Flared End Section w/ Toe Walls	2	\$ 2,500.00	\$5,000.00	\$5,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
26	18" HP Storm (Includes FES Length)	105	\$ 39.00	\$4,095.00	\$4,095.00	0.00	\$0.00	100%	\$0.00	\$0.00
27	18" Flared End Section	1	\$ 1,500.00	\$1,500.00	\$1,500.00	0.00	\$0.00	100%	\$0.00	\$0.00
28	24" HP Storm	62	\$ 64.00	\$3,968.00	\$3,968.00	0.00	\$0.00	100%	\$0.00	\$0.00
29	24" HDPE (Includes FES Length)	133	\$ 45.00	\$5,985.00	\$5,985.00	0.00	\$0.00	100%	\$0.00	\$0.00
30	24" Flared End Section	1	\$ 1,370.00	\$1,370.00	\$1,370.00	0.00	\$0.00	100%	\$0.00	\$0.00
31	Rock Check Dam	12	\$ 500.00	\$6,000.00	\$6,000.00	0.00	\$0.00	100%	\$0.00	\$0.00
32	Sitation Control Fence	1515	\$ 3.00	\$4,545.00	\$4,545.00	0.00	\$0.00	100%	\$0.00	\$0.00
33	Slope Protection Matting	6100	\$ 1.25	\$7,625.00	\$7,625.00	0.00	\$0.00	100%	\$0.00	\$0.00
34	Finish Grading	3.1	\$ 5,000.00	\$15,500.00	\$15,500.00	0.00	\$0.00	100%	\$0.00	\$0.00
35	Permanent Seeding	3.1	\$ 3,500.00	\$10,850.00	\$10,850.00	0.00	\$0.00	100%	\$0.00	\$0.00
TOTAL				\$663,043	\$663,043.00		\$0.00	100.0%	\$0.00	\$0.00



June 24, 2024

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

**RE: Second Street Improvements Project Change Order #1,
Final Payment & Budget Amendment**

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 1 and Final Payment Request for this construction project. To finalize this project an additional \$78,890.10 was required as shown in Change Order #1. The increase is attributed to the following items which were not included in the original bid.

- Sub Grade repair between Oak St. and Elm St. from previous water main leak.
- Additional reinforcement to bridge over coal chutes discovered during construction
- Modification and improvements of stormwater structures at Oak St. intersection due to unknown buried existing conditions and utilities
- Increasing plan stormwater pipe sizes to increase capacity near Oak Street
- Additional changes to improve grades and tie-ins to existing buildings and driveways and time spent modifying storm structures at Lafayette St. intersection
- Overrun of sidewalk, curb & gutter, and driveway on side streets, to tie back into existing grades to allow for better drainage of stormwater and provide smooth transition
- Additional pavement and brick crosswalk work at Jefferson Street due to patching from replacement of City water main
- Underrun of asphalt patching, pavement repair, full depth pavement, sidewalk trench drains, and basement window grates

The Change Order amount is included in pay application 7 for a total payment of \$110,609.73. The Final Payment Request is pay application 8 for \$46,897.40 which includes retainage on the project. Including this final payment, the total project cost is \$937,947.70.

The Transportation Sales Tax budget for this project is \$860,000. Approving this will also require a \$77,947.70 budget amendment.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer



CHANGE ORDER #1 & FINAL PAYMENT REQUEST

NAME OF PROJECT: **Second Street Improvements Project**

OWNER: City of Washington, Missouri

CONTRACTOR: KJ Unnerstall Construction Co.

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price	\$ 859,057.60
Change Order #1.....	\$ 78,890.10
Final Contract Amount.....	\$ 937,947.70
Previous Payments.....	\$ 780,440.57
Pay Application 7 (Includes Change Order).....	\$ 110,609.73
Final Payment Requested (Pay App 8)	\$ 46,897.40
Balance Remaining.....	\$ 0.00

Accepted:

Approval:

Date: _____

Date: _____

NB WEST CONTRACTING CO., INC.

CITY OF WASHINGTON, MISSOURI:

By: _____

By: _____

Title: _____

Title: _____

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 7
PERIOD TO: 6/15/2024

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>859,057.60</u>
2. Net Change by Change Orders	\$	<u>78,890.10</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>937,947.70</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>937,947.70</u>
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	<u>46,897.40</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>46,897.40</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>891,050.30</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>780,440.57</u>
8. CURRENT PAYMENT DUE	\$	<u>110,609.73</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>46,897.40</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	112,895.30	-37,541.20
TOTALS	112,895.30	-37,541.20
NET CHANGES by Change Order	75,354.10	

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

CONTRACTOR: K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

By: *Michelle Thies* Date: 6/13/24

State of: MO

County of: Franklin

Subscribed and Sworn to before me this 13th Day of June 2024

Notary Public: *Kara Michelle Thies*
My Commission Expires: 4/23/28

KARA MICHELLE THIES Notary Public - Notary Seal STATE OF MISSOURI Franklin County My Commission Expires: April 23, 2028 Commission # 16954964

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

1c

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 7
PERIOD TO: 6/15/2024

DISTRIBUTION TO:
_ OWNER
_ CONSTRUCTION MANAGER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Removal of Improvements	1,000	LSQ	\$60,000.00	\$60,000.00	1.0000	\$60,000.00	.0000	\$0.00	\$0.00	1.0000	\$60,000.00	100.00	\$0.00
2	Type 5 Aggregate Base(4in) (only for full depth pavement 8in concrete pavement	1,740.000	SY	\$6.00	\$10,440.00	1,740.0000	\$10,440.00	.0000	\$0.00	\$0.00	1,740.0000	\$10,440.00	100.00	\$0.00
3	Asphalt Pavement Surface Course (Hot Joints Required) See Job Special Provision	473.000	TON	\$135.00	\$63,855.00	473.0000	\$63,855.00	.0000	\$0.00	\$0.00	473.0000	\$63,855.00	100.00	\$0.00
4	Asphalt Pavement (Bituminous Base)	302.000	TON	\$135.00	\$40,770.00	302.0000	\$40,770.00	.0000	\$0.00	\$0.00	302.0000	\$40,770.00	100.00	\$0.00
5	Asphalt Pavement (BP-1) (Wedge Course) (3in Max. Lifts)(PG64-22)	89.000	TON	\$135.00	\$12,015.00	89.0000	\$12,015.00	.0000	\$0.00	\$0.00	89.0000	\$12,015.00	100.00	\$0.00
6	Asphalt Patch 3in	1,320.000	SF	\$10.40	\$13,728.00	792.0000	\$8,236.80	528.0000	\$5,491.20	\$0.00	1,320.0000	\$13,728.00	100.00	\$0.00
6	Asphalt Patch 3in	-528.000	SF	\$10.40	\$-5,491.20	.0000	\$0.00	-528.0000	\$-5,491.20	\$0.00	-528.0000	\$-5,491.20	100.00	\$0.00
7	Concrete Pavement (8in) Non-Reinforced	367.000	SY	\$105.00	\$38,535.00	367.0000	\$38,535.00	.0000	\$0.00	\$0.00	367.0000	\$38,535.00	100.00	\$0.00
7	Concrete Pavement (8in) Non-Reinforced	41.000	SY	\$105.00	\$4,305.00	.0000	\$0.00	41.0000	\$4,305.00	\$0.00	41.0000	\$4,305.00	100.00	\$0.00
8	Storm Sewer Structure (Manhole)	1.000	EA	\$2,840.00	\$2,840.00	1.0000	\$2,840.00	.0000	\$0.00	\$0.00	1.0000	\$2,840.00	100.00	\$0.00
9	Storm Sewer Structure (Grated Inlet)	4.000	EA	\$2,690.00	\$10,760.00	4.0000	\$10,760.00	.0000	\$0.00	\$0.00	4.0000	\$10,760.00	100.00	\$0.00
10	Storm Sewer Structure (Grated Inlet with Side Intake)	3.000	EA	\$3,640.00	\$10,920.00	3.0000	\$10,920.00	.0000	\$0.00	\$0.00	3.0000	\$10,920.00	100.00	\$0.00
11	Adjusting Manhole to Grade	3.000	EA	\$400.00	\$1,200.00	3.0000	\$1,200.00	.0000	\$0.00	\$0.00	3.0000	\$1,200.00	100.00	\$0.00
12	Concrete Approach (6in) (remove and replace)	5,854.000	SF	\$10.60	\$62,052.40	5,854.0000	\$62,052.40	.0000	\$0.00	\$0.00	5,854.0000	\$62,052.40	100.00	\$0.00
12	Concrete Approach (6in) (remove and replace)	163.000	SF	\$10.60	\$1,727.80	.0000	\$0.00	163.0000	\$1,727.80	\$0.00	163.0000	\$1,727.80	100.00	\$0.00
13	Concrete Vertical Curb 6in	108.000	LF	\$40.00	\$4,320.00	108.0000	\$4,320.00	.0000	\$0.00	\$0.00	108.0000	\$4,320.00	100.00	\$0.00
13	Concrete Vertical Curb 6in	59.000	LF	\$40.00	\$2,360.00	.0000	\$0.00	59.0000	\$2,360.00	\$0.00	59.0000	\$2,360.00	100.00	\$0.00
14	Concrete Curb & Gutter (remove and replace)	1,944.000	LF	\$40.00	\$77,760.00	1,944.0000	\$77,760.00	.0000	\$0.00	\$0.00	1,944.0000	\$77,760.00	100.00	\$0.00
14	Concrete Curb & Gutter (remove and replace)	375.000	LF	\$40.00	\$15,000.00	.0000	\$0.00	375.0000	\$15,000.00	\$0.00	375.0000	\$15,000.00	100.00	\$0.00

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 7
PERIOD TO: 6/15/2024

DISTRIBUTION TO:
_ OWNER
_ CONSTRUCTION MANAGER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
15	Utility Cut Pavement Repair (Concrete and Sawcuts)	150,000	SF	\$13.00	\$1,950.00	.0000	\$0.00	150.0000	\$1,950.00	\$0.00	150.0000	\$1,950.00	100.00	\$0.00
15	Utility Cut Pavement Repair (Concrete and Sawcuts)	-150,000	SF	\$13.00	-\$1,950.00	.0000	\$0.00	-150.0000	-\$1,950.00	\$0.00	-150.0000	-\$1,950.00	100.00	\$0.00
16	Full Depth Pavement (Repair)	100,000	SY	\$115.00	\$11,500.00	.0000	\$0.00	100.0000	\$11,500.00	\$0.00	100.0000	\$11,500.00	100.00	\$0.00
16	Full Depth Pavement (Repair)	-100,000	SY	\$115.00	-\$11,500.00	.0000	\$0.00	-100.0000	-\$11,500.00	\$0.00	-100.0000	-\$11,500.00	100.00	\$0.00
17	Vane Grate and Frame (Remove and Replace)(Existing Double Grated Inlet 1)	1.000	EA	\$4,000.00	\$4,000.00	1.0000	\$4,000.00	.0000	\$0.00	\$0.00	1.0000	\$4,000.00	100.00	\$0.00
18	Vane Grate and Frame (Remove and Replace)(Existing Grated Inlet with Side Intake	1.000	EA	\$2,200.00	\$2,200.00	1.0000	\$2,200.00	.0000	\$0.00	\$0.00	1.0000	\$2,200.00	100.00	\$0.00
19	Vane Grate and Frame (Remove and Replace)(Existing Grated Inlet 2&3)	2.000	EA	\$750.00	\$1,500.00	2.0000	\$1,500.00	.0000	\$0.00	\$0.00	2.0000	\$1,500.00	100.00	\$0.00
20	Grated Inlet (Top Only) (Remove and Replace)	1.000	EA	\$1,800.00	\$1,800.00	1.0000	\$1,800.00	.0000	\$0.00	\$0.00	1.0000	\$1,800.00	100.00	\$0.00
21	Double Grated Inlet (Top Only) (Remove and Replace)	1.000	EA	\$2,200.00	\$2,200.00	1.0000	\$2,200.00	.0000	\$0.00	\$0.00	1.0000	\$2,200.00	100.00	\$0.00
22	Mobilization	1.000	LSQ	\$47,050.00	\$47,050.00	1.0000	\$47,050.00	.0000	\$0.00	\$0.00	1.0000	\$47,050.00	100.00	\$0.00
23	Pavement Milling (Edge Mill)	633,000	SY	\$2.00	\$1,266.00	633.0000	\$1,266.00	.0000	\$0.00	\$0.00	633.0000	\$1,266.00	100.00	\$0.00
24	Pavement Milling	3,288,000	SY	\$4.65	\$15,289.20	3,288.0000	\$15,289.20	.0000	\$0.00	\$0.00	3,288.0000	\$15,289.20	100.00	\$0.00
25	Storm Sewer 12in RCP	65,000	LF	\$59.00	\$3,835.00	65.0000	\$3,835.00	.0000	\$0.00	\$0.00	65.0000	\$3,835.00	100.00	\$0.00
26	Storm Sewer 18in RCP	237,000	LF	\$73.00	\$17,301.00	237.0000	\$17,301.00	.0000	\$0.00	\$0.00	237.0000	\$17,301.00	100.00	\$0.00
27	Brick Paver Crosswalk	4,308,000	SF	\$34.00	\$146,472.00	4,308.0000	\$146,472.00	.0000	\$0.00	\$0.00	4,308.0000	\$146,472.00	100.00	\$0.00
27	Brick Paver Crosswalk	104,000	SF	\$34.00	\$3,536.00	.0000	\$0.00	104.0000	\$3,536.00	\$0.00	104.0000	\$3,536.00	100.00	\$0.00
SUB-TOTAL ROADWAY ITEMS					\$937,947.70		\$821,516.40		\$116,431.30	\$0.00		\$937,947.70		\$0.00
28	Traffic Control	1.000	LSQ	\$6,000.00	\$6,000.00	1.0000	\$6,000.00	.0000	\$0.00	\$0.00	1.0000	\$6,000.00	100.00	\$0.00
29	Sign Relocation on New Post (per location regardless of the number of signs)	32,000	EA	\$400.00	\$12,800.00	32.0000	\$12,800.00	.0000	\$0.00	\$0.00	32.0000	\$12,800.00	100.00	\$0.00
SUB-TOTAL SIGNING/STRIPING/SIGNALS ITEMS					\$937,947.70		\$821,516.40		\$116,431.30	\$0.00		\$937,947.70		\$0.00
30	Detectable Warning Device	128,000	SF	\$25.00	\$3,200.00	128.0000	\$3,200.00	.0000	\$0.00	\$0.00	128.0000	\$3,200.00	100.00	\$0.00

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**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 7
PERIOD TO: 6/15/2024

DISTRIBUTION TO:
_ OWNER
_ CONSTRUCTION MANAGER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
31	Concrete Sidewalk (remove and replace)	14,694.000	SF	\$8.50	\$124,899.00	14,694.0000	\$124,899.00	.0000	\$0.00	\$0.00	14,694.0000	\$124,899.00	100.00	\$0.00
31	Concrete Sidewalk (remove and replace)	3,345.000	SF	\$8.50	\$28,432.50	.0000	\$0.00	3,345.0000	\$28,432.50	\$0.00	3,345.0000	\$28,432.50	100.00	\$0.00
32	Sidewalk Trench Drain	216.000	LF	\$150.00	\$32,400.00	120.0000	\$18,000.00	96.0000	\$14,400.00	\$0.00	216.0000	\$32,400.00	100.00	\$0.00
32	Sidewalk Trench Drain	-96.000	LF	\$150.00	\$-14,400.00	.0000	\$0.00	-96.0000	\$-14,400.00	\$0.00	-96.0000	\$-14,400.00	100.00	\$0.00
33	Basement Window Grates (Remove and Replace)	2.000	EA	\$2,100.00	\$4,200.00	.0000	\$0.00	2.0000	\$4,200.00	\$0.00	2.0000	\$4,200.00	100.00	\$0.00
33	Basement Window Grates (Remove and Replace)	-2.000	EA	\$2,100.00	\$-4,200.00	.0000	\$0.00	-2.0000	\$-4,200.00	\$0.00	-2.0000	\$-4,200.00	100.00	\$0.00
SUB-TOTAL BICYCLE/PEDESTRIAN FACILITIES ITEMS														
34	Restoration	1.000	LSQ	\$10,000.00	\$10,000.00	1.0000	\$10,000.00	.0000	\$0.00	\$0.00	1.0000	\$10,000.00	100.00	\$0.00
SUB-TOTAL LANDSCAPING/STREETSCAPING ITEMS														
35	CO1-Up size pipe in front of BOW	120.000	LF	\$20.00	\$2,400.00	.0000	\$0.00	120.0000	\$2,400.00	\$0.00	120.0000	\$2,400.00	100.00	\$0.00
36	CO1-Oak St Grate being grate only	1.000	LSQ	\$3,500.00	\$3,500.00	.0000	\$0.00	1.0000	\$3,500.00	\$0.00	1.0000	\$3,500.00	100.00	\$0.00
37	CO1-Storm structure in middle of Oak	1.000	LSQ	\$16,000.00	\$16,000.00	.0000	\$0.00	1.0000	\$16,000.00	\$0.00	1.0000	\$16,000.00	100.00	\$0.00
38	CO1-Survey Grade bust/field engineering time	160.000	HR	\$100.00	\$16,000.00	.0000	\$0.00	160.0000	\$16,000.00	\$0.00	160.0000	\$16,000.00	100.00	\$0.00
39	CO1-Sub grade Repari	256.000	CY	\$70.00	\$17,920.00	.0000	\$0.00	256.0000	\$17,920.00	\$0.00	256.0000	\$17,920.00	100.00	\$0.00
40	CO1-Coal Chutes	6.000	EA	\$500.00	\$3,000.00	.0000	\$0.00	6.0000	\$3,000.00	\$0.00	6.0000	\$3,000.00	100.00	\$0.00
41	CO1-Cold Patch Street	1.000	LSQ	\$2,250.00	\$2,250.00	.0000	\$0.00	1.0000	\$2,250.00	\$0.00	1.0000	\$2,250.00	100.00	\$0.00
REPORT TOTALS					\$937,947.70		\$821,516.40		\$116,431.30			\$937,947.70		
										\$0.00			\$0.00	

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 8Retainage
PERIOD TO: 6/14/2024

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR: K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

By: _____

Michelle M

Date: _____

6/13/24

State of: MO

County of: Franklin

Subscribed and Sworn to before me this _____

13th

Day of _____

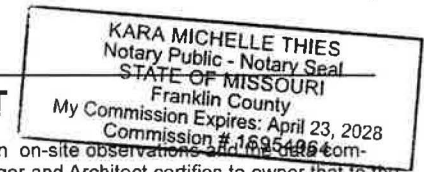
June 20 24

Notary Public: _____

Kara Michelle Thies

My Commission Expires: _____

4/23/28



CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and comprising the above application, the Construction Manager and Architect certifies to owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____ \$ _____

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

CONSTRUCTION MANAGER:

By: _____

Date: _____

ARCHITECT:

By: _____

Date: _____

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

1. ORIGINAL CONTRACT SUM	\$	859,057.60
2. Net Change by Change Orders	\$	78,890.10
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	937,947.70
4. TOTAL COMPLETED AND STORED TO DATE	\$	937,947.70
5. RETAINAGE:		
a. _____ .00 % of Completed Work	\$	0.00
b. _____ 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	937,947.70
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	891,050.30
8. CURRENT PAYMENT DUE	\$	46,897.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	112,895.30	-37,541.20
Total approved this Month	0.00	0.00
TOTALS	112,895.30	-37,541.20
NET CHANGES by Change Order	75,354.10	

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 8Retainage
PERIOD TO: 6/14/2024

DISTRIBUTION TO:
_ OWNER
_ CONSTRUCTION MANAGER
_ ARCHITECT
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FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Removal of Improvements	1.000	LSQ	\$60,000.00	\$60,000.00	1.0000	\$60,000.00	.0000	\$0.00	\$0.00	1.0000	\$60,000.00	100.00	\$0.00
2	Type 5 Aggregate Base(4in) (only for full depth pavement 8in concrete pavement	1,740.000	SY	\$6.00	\$10,440.00	1,740.0000	\$10,440.00	.0000	\$0.00	\$0.00	1,740.0000	\$10,440.00	100.00	\$0.00
3	Asphalt Pavement Surface Course (Hot Joints Required) See Job Special Provision	473.000	TON	\$135.00	\$63,855.00	473.0000	\$63,855.00	.0000	\$0.00	\$0.00	473.0000	\$63,855.00	100.00	\$0.00
4	Asphalt Pavement (Bituminous Base)	302.000	TON	\$135.00	\$40,770.00	302.0000	\$40,770.00	.0000	\$0.00	\$0.00	302.0000	\$40,770.00	100.00	\$0.00
5	Asphalt Pavement (BP-1) (Wedge Course) (3in Max. Lifts)(PG64-22)	89.000	TON	\$135.00	\$12,015.00	89.0000	\$12,015.00	.0000	\$0.00	\$0.00	89.0000	\$12,015.00	100.00	\$0.00
6	Asphalt Patch 3in	1,320.000	SF	\$10.40	\$13,728.00	1,320.0000	\$13,728.00	.0000	\$0.00	\$0.00	1,320.0000	\$13,728.00	100.00	\$0.00
6	Asphalt Patch 3in	-528.000	SF	\$10.40	\$-5,491.20	-528.0000	\$-5,491.20	.0000	\$0.00	\$0.00	-528.0000	\$-5,491.20	100.00	\$0.00
7	Concrete Pavement (8in) Non-Reinforced	367.000	SY	\$105.00	\$38,535.00	367.0000	\$38,535.00	.0000	\$0.00	\$0.00	367.0000	\$38,535.00	100.00	\$0.00
7	Concrete Pavement (8in) Non-Reinforced	41.000	SY	\$105.00	\$4,305.00	41.0000	\$4,305.00	.0000	\$0.00	\$0.00	41.0000	\$4,305.00	100.00	\$0.00
8	Storm Sewer Structure (Manhole)	1.000	EA	\$2,840.00	\$2,840.00	1.0000	\$2,840.00	.0000	\$0.00	\$0.00	1.0000	\$2,840.00	100.00	\$0.00
9	Storm Sewer Structure (Grated Inlet)	4.000	EA	\$2,690.00	\$10,760.00	4.0000	\$10,760.00	.0000	\$0.00	\$0.00	4.0000	\$10,760.00	100.00	\$0.00
10	Storm Sewer Structure (Grated Inlet with Side Intake)	3.000	EA	\$3,640.00	\$10,920.00	3.0000	\$10,920.00	.0000	\$0.00	\$0.00	3.0000	\$10,920.00	100.00	\$0.00
11	Adjusting Manhole to Grade	3.000	EA	\$400.00	\$1,200.00	3.0000	\$1,200.00	.0000	\$0.00	\$0.00	3.0000	\$1,200.00	100.00	\$0.00
12	Concrete Approach (6in) (remove and replace)	5,854.000	SF	\$10.60	\$62,052.40	5,854.0000	\$62,052.40	.0000	\$0.00	\$0.00	5,854.0000	\$62,052.40	100.00	\$0.00
12	Concrete Approach (6in) (remove and replace)	163.000	SF	\$10.60	\$1,727.80	163.0000	\$1,727.80	.0000	\$0.00	\$0.00	163.0000	\$1,727.80	100.00	\$0.00
13	Concrete Vertical Curb 6in	108.000	LF	\$40.00	\$4,320.00	108.0000	\$4,320.00	.0000	\$0.00	\$0.00	108.0000	\$4,320.00	100.00	\$0.00
13	Concrete Vertical Curb 6in	59.000	LF	\$40.00	\$2,360.00	59.0000	\$2,360.00	.0000	\$0.00	\$0.00	59.0000	\$2,360.00	100.00	\$0.00
14	Concrete Curb & Gutter (remove and replace)	1,944.000	LF	\$40.00	\$77,760.00	1,944.0000	\$77,760.00	.0000	\$0.00	\$0.00	1,944.0000	\$77,760.00	100.00	\$0.00
14	Concrete Curb & Gutter (remove and replace)	375.000	LF	\$40.00	\$15,000.00	375.0000	\$15,000.00	.0000	\$0.00	\$0.00	375.0000	\$15,000.00	100.00	\$0.00

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 8Retainage
PERIOD TO: 6/14/2024

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
15	Utility Cut Pavement Repair (Concrete and Sawcuts)	150.000	SF	\$13.00	\$1,950.00	150.0000	\$1,950.00	.0000	\$0.00	\$0.00	150.0000	\$1,950.00	100.00	\$0.00
15	Utility Cut Pavement Repair (Concrete and Sawcuts)	-150.000	SF	\$13.00	\$-1,950.00	-150.0000	\$-1,950.00	.0000	\$0.00	\$0.00	-150.0000	\$-1,950.00	100.00	\$0.00
16	Full Depth Pavement (Repair)	100.000	SY	\$115.00	\$11,500.00	100.0000	\$11,500.00	.0000	\$0.00	\$0.00	100.0000	\$11,500.00	100.00	\$0.00
16	Full Depth Pavement (Repair)	-100.000	SY	\$115.00	\$-11,500.00	-100.0000	\$-11,500.00	.0000	\$0.00	\$0.00	-100.0000	\$-11,500.00	100.00	\$0.00
17	Vane Grate and Frame (Remove and Replace)(Existing Double Grated Inlet 1)	1.000	EA	\$4,000.00	\$4,000.00	1.0000	\$4,000.00	.0000	\$0.00	\$0.00	1.0000	\$4,000.00	100.00	\$0.00
18	Vane Grate and Frame (Remove and Replace)(Existing Grated Inlet with Side Intake	1.000	EA	\$2,200.00	\$2,200.00	1.0000	\$2,200.00	.0000	\$0.00	\$0.00	1.0000	\$2,200.00	100.00	\$0.00
19	Vane Grate and Frame (Remove and Replace)(Existing Grated Inlet 2&3)	2.000	EA	\$750.00	\$1,500.00	2.0000	\$1,500.00	.0000	\$0.00	\$0.00	2.0000	\$1,500.00	100.00	\$0.00
20	Grated Inlet (Top Only) (Remove and Replace)	1.000	EA	\$1,800.00	\$1,800.00	1.0000	\$1,800.00	.0000	\$0.00	\$0.00	1.0000	\$1,800.00	100.00	\$0.00
21	Double Grated Inlet (Top Only) (Remove and Replace)	1.000	EA	\$2,200.00	\$2,200.00	1.0000	\$2,200.00	.0000	\$0.00	\$0.00	1.0000	\$2,200.00	100.00	\$0.00
22	Mobilization	1.000	LSQ	\$47,050.00	\$47,050.00	1.0000	\$47,050.00	.0000	\$0.00	\$0.00	1.0000	\$47,050.00	100.00	\$0.00
23	Pavement Milling (Edge Mill)	633.000	SY	\$2.00	\$1,266.00	633.0000	\$1,266.00	.0000	\$0.00	\$0.00	633.0000	\$1,266.00	100.00	\$0.00
24	Pavement Milling	3,288.000	SY	\$4.65	\$15,289.20	3,288.0000	\$15,289.20	.0000	\$0.00	\$0.00	3,288.0000	\$15,289.20	100.00	\$0.00
25	Storm Sewer 12in RCP	65.000	LF	\$59.00	\$3,835.00	65.0000	\$3,835.00	.0000	\$0.00	\$0.00	65.0000	\$3,835.00	100.00	\$0.00
26	Storm Sewer 18in RCP	237.000	LF	\$73.00	\$17,301.00	237.0000	\$17,301.00	.0000	\$0.00	\$0.00	237.0000	\$17,301.00	100.00	\$0.00
27	Brick Paver Crosswalk	4,308.000	SF	\$34.00	\$146,472.00	4,308.0000	\$146,472.00	.0000	\$0.00	\$0.00	4,308.0000	\$146,472.00	100.00	\$0.00
27	Brick Paver Crosswalk	104.000	SF	\$34.00	\$3,536.00	104.0000	\$3,536.00	.0000	\$0.00	\$0.00	104.0000	\$3,536.00	100.00	\$0.00
SUB-TOTAL ROADWAY ITEMS					\$937,947.70		\$937,947.70		\$0.00	\$0.00		\$937,947.70		\$0.00
28	Traffic Control	1.000	LSQ	\$6,000.00	\$6,000.00	1.0000	\$6,000.00	.0000	\$0.00	\$0.00	1.0000	\$6,000.00	100.00	\$0.00
29	Sign Relocation on New Post (per location regardless of the number of signs)	32.000	EA	\$400.00	\$12,800.00	32.0000	\$12,800.00	.0000	\$0.00	\$0.00	32.0000	\$12,800.00	100.00	\$0.00
SUB-TOTAL SIGNING/STRIPING/SIGNALS ITEMS					\$937,947.70		\$937,947.70		\$0.00	\$0.00		\$937,947.70		\$0.00
30	Detectable Warning Device	128.000	SF	\$25.00	\$3,200.00	128.0000	\$3,200.00	.0000	\$0.00	\$0.00	128.0000	\$3,200.00	100.00	\$0.00

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Second Street Improvements
Second Street
Washington, MO

APPLICATION NO: 8Retainage
PERIOD TO: 6/14/2024

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Street Improvements

VIA ARCHITECT:

CONTRACT DATE: 9/15/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
31	Concrete Sidewalk (remove and replace)	14,694.000	SF	\$8.50	\$124,899.00	14,694.0000	\$124,899.00	.0000	\$0.00	\$0.00	14,694.0000	\$124,899.00	100.00	\$0.00
31	Concrete Sidewalk (remove and replace)	3,345.000	SF	\$8.50	\$28,432.50	3,345.0000	\$28,432.50	.0000	\$0.00	\$0.00	3,345.0000	\$28,432.50	100.00	\$0.00
32	Sidewalk Trench Drain	216.000	LF	\$150.00	\$32,400.00	216.0000	\$32,400.00	.0000	\$0.00	\$0.00	216.0000	\$32,400.00	100.00	\$0.00
32	Sidewalk Trench Drain	-96.000	LF	\$150.00	\$-14,400.00	-96.0000	\$-14,400.00	.0000	\$0.00	\$0.00	-96.0000	\$-14,400.00	100.00	\$0.00
33	Basement Window Grates (Remove and Replace)	2.000	EA	\$2,100.00	\$4,200.00	2.0000	\$4,200.00	.0000	\$0.00	\$0.00	2.0000	\$4,200.00	100.00	\$0.00
33	Basement Window Grates (Remove and Replace)	-2.000	EA	\$2,100.00	\$-4,200.00	-2.0000	\$-4,200.00	.0000	\$0.00	\$0.00	-2.0000	\$-4,200.00	100.00	\$0.00
SUB-TOTAL BICYCLE/PEDESTRIAN FACILITIES ITEMS														
34	Restoration	1.000	LSQ	\$10,000.00	\$10,000.00	1.0000	\$10,000.00	.0000	\$0.00	\$0.00	1.0000	\$10,000.00	100.00	\$0.00
SUB-TOTAL LANDSCAPING/STREETSCAPING ITEMS														
35	CO1-Up size pipe in front of BOW	120.000	LF	\$20.00	\$2,400.00	120.0000	\$2,400.00	.0000	\$0.00	\$0.00	120.0000	\$2,400.00	100.00	\$0.00
36	CO1-Oak St Gate being grate only	1.000	LSQ	\$3,500.00	\$3,500.00	1.0000	\$3,500.00	.0000	\$0.00	\$0.00	1.0000	\$3,500.00	100.00	\$0.00
37	CO1-Storm structure in middle of Oak	1.000	LSQ	\$16,000.00	\$16,000.00	1.0000	\$16,000.00	.0000	\$0.00	\$0.00	1.0000	\$16,000.00	100.00	\$0.00
38	CO1-Survey Grade bust/field engineering time	160.000	HR	\$100.00	\$16,000.00	160.0000	\$16,000.00	.0000	\$0.00	\$0.00	160.0000	\$16,000.00	100.00	\$0.00
39	CO1-Sub grade Repari	256.000	CY	\$70.00	\$17,920.00	256.0000	\$17,920.00	.0000	\$0.00	\$0.00	256.0000	\$17,920.00	100.00	\$0.00
40	CO1-Coal Chutes	6.000	EA	\$500.00	\$3,000.00	6.0000	\$3,000.00	.0000	\$0.00	\$0.00	6.0000	\$3,000.00	100.00	\$0.00
41	CO1-Cold Patch Street	1.000	LSQ	\$2,250.00	\$2,250.00	1.0000	\$2,250.00	.0000	\$0.00	\$0.00	1.0000	\$2,250.00	100.00	\$0.00
REPORT TOTALS														
					\$937,947.70		\$937,947.70		\$0.00			\$937,947.70		
										\$0.00			\$0.00	



June 26, 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 July 1, 2024 meeting.

Sincerely,

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

Heather Parker
Accounts Specialist I
City of Washington

1. Mid River Restaurants LLC
DBA: Applebee's Neighborhood Grill
Lorene Williams
1960 Washington Crossing
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

2. 3G Infinity LLC
DBA: Plush
Dianna Stone
310 Elm St.
Mon – Sat of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200

3. Old Bridge Brewing Inc
Eric Earls
16 E Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Wholesale Intoxicating liquor of all kinds
\$100.00
Manufacturer of Intoxicating liquor of all kinds
\$150.00

4. Colton's Steak House & Grill
Robbin Griffith
1635 A Roy Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

5. Dolgencorp LLC
DBA: Dollar General Store #1251
Robbin Griffith
533 E 5th St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the original package
\$100.00

6. Schnuck Markets Inc
DBA: Schnucks
Jed E Penney
2073 Washington Crossing
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00
Tasting Permit
\$25.00

7. K C Seisl Council No 1121
Angela Masterson
1121 Columbus Ln.
Mon – Sat Sale of Malt Liquor and Light Wines
\$50.00

8. Washington Columbian Club
Angela Masterson
1121 Columbus Ln
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

9. Caseys Marketing Company
Henry Downen III
1501 High St.
Mon – Sat of Intoxication liquor of all kinds by the original package
\$100.00
Sunday Sales
\$200.00

10. Washington Elks Club & Bldg
Eugene Delleart
1459 W 5th St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

11. Creek Side Enterprises of Washington Missouri LLC
DBA: The Creek Grill & Sports Bar
Donald Grahl
2000 Phoenix Center Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00



June 24, 2024

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

Susan Wehmuller – term ending June 2027

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "JDH", with a long, wavy underline.

James D. Hagedorn
Mayor



June 25, 2024


City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Wyatt Loague Police Officer	July 06, 2024	July 06, 2025
Darryl Balleydier Captain	July 15, 2024	July 15, 2025
Steve Sitzes Lieutenant	July 15, 2024	July 15, 2025
Doug Tollison Sergeant	July 15, 2024	July 15, 2025
Joseph Renkemeyer Lieutenant	July 15, 2024	July 15, 2025
Casey Hill Sergeant	July 15, 2024	July 15, 2025
Charles Scheer Detective	July 15, 2024	July 15, 2025
Chad Sloan Sergeant	July 15, 2024	July 15, 2025
Max Keeler Police Officer	July 18, 2024	July 18, 2025
Matthew Cooper Police Officer	July 20, 2024	July 20, 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: June 25, 2024
To: Mayor Doug Hagedorn
Subject: Reappointment of Police Officers

Honorable Mayor,

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

NAME	DATE EFFECTIVE	DATE EXPIRES
Officer Wyatt Loague	July 06, 2024	July 06, 2025
Captain Darryl Balleydier	July 15, 2024	July 15, 2025
Lieutenant Steve Sitzes	July 15, 2024	July 15, 2025
Sergeant Doug Tollison	July 15, 2024	July 15, 2025
Lieutenant Joseph Renkemeyer	July 15, 2024	July 15, 2025
Sergeant Casey Hill	July 15, 2024	July 15, 2025
Detective Charles Scheer	July 15, 2024	July 15, 2025
Sergeant Chad Sloan	July 15, 2024	July 15, 2025
Officer Max Keeler	July 18, 2024	July 18, 2025
Officer Matthew Cooper	July 20, 2024	July 20, 2025

Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN AGREEMENT BY AND BETWEEN
THE CITY OF WASHINGTON, MISSOURI AND THE
MISSOURI DEPARTMENT OF CONSERVATION

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit I

**AGREEMENT BETWEEN THE
CITY OF WASHINGTON, MISSOURI
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20____, by and between the CITY OF WASHINGTON (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the the City owns a tract of land in Franklin County with a 11.5-acre lake known as Lion's Lake that is used by the the City for fishing, aquatic education, special fishing events, general recreation and enjoyment of the outdoors, and is referred to here as the "Area" and is described in attached Exhibit A; and

WHEREAS, the Department and the City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and the City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. **CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area's users and facilities.
 - E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.

- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries biologist.
- G. Manage its property within the watershed of Lion's Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the City. The City agrees to assume all risks associated with the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one

hundred and twenty days prior to any applicable termination date.

- E. Any electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§432.200 et seq., RSMo).
- F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

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

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES SECTION CHIEF

CITY OF WASHINGTON, MISSOURI

MAYOR

Attest:

City Clerk

EXHIBIT A

THIS DEED, Made and entered into this 21st day of June, 1948 by and between Veronica Treman, single and unmarried

of Franklin County, Missouri of the first part, and City of Washington, a Municipal Corporation of the second part, WITNESSETH, That said party of the first part for and in consideration of the sum of One Hundred and More DOLLARS, to her paid by the said party of the second part, the receipt of which is hereby acknowledged

do hereby sell, convey and sell, convey and the said party of the second part, the following described tracts of land situated in the County of Franklin and State of Missouri to-wit: A tract of land in the City of Washington, being a part of the Southeast qr. of Section 16 and part of the Northeast qr. of the Northeast qr. of Section 41, Township 44 North, Range 13 West of 5th P.M., described as follows: Beginning at the quarter corner between Sections 16 and 41, thence South 89 1/2° East along section line 20.94 chains to qr. cr. corner, thence South 89 1/2° East 2.47 chains to an iron bar, thence North 12° East along property line 509 feet to a corner, thence South 89 1/2° East along property line 421 feet to the West line of State Street, thence North along the West line of State Street to the most southerly corner of the Gehlich tract as described in deed of record in Vol. 152, page 291, thence North 50° East 152 feet, thence North 31 1/2° East 175 feet to a corner, thence South 77° East 69 feet, thence South 50° East 69 feet to the West line of State Street, thence North 31 1/2° East along State Street 317 feet 8 inches to property of City of Washington, thence North 50° West 1.54 chains, thence North 32° East 3.00 chains to post, thence Northwardly 90 feet more or less to the Southwest corner of the Stump property, thence North 13 1/2° East 5.00 chains, thence North 11 1/2° East 3.52 chains to a stone, thence North 33° East 22 1/2 links to a Public Road, thence along said road South 70° West 1.36 chains to a stone, thence North 42 1/2° West 1.87 1/2 chains to a corner, thence North 31° West 5.57 chains to an iron peg, thence North 7° East 3.65 chains to an iron peg in South line of Public Road, thence along said public road North 59° West 2.72 1/2 chains, South 65° 52' West 9.26 chains, and South 39° 52' West 13.05 chains to the North and South centerline, thence South on said line 20.18 chains to the place of beginning, containing 91 acres, more or less.

Also a part of the Southwest qr. of Section 16, Township 44 North, Range 13 West of 5th P.M.; described as follows: Beginning at a point 14.22 chains North of the South quarter corner of Section 16, thence North 89 1/2° West 4.28 chains to an old stone, thence North 11 1/2° East 6.80 chains to an old rock, thence North 1° East 4.15 chains to an iron peg, thence East 3.21 chains to the center line, thence South on said line 15.96 chains to the place of beginning, containing 4.61 acres, more or less.

Containing in the aggregate 95.61 acres, more or less, as surveyed by B. J. Hammer, County Surveyor.

Said party shall have the right to the use and occupancy of the residence, garden, and chicken yard free of rent as long as she occupies the same as her home. This privilege shall cease upon her death or sooner if she ceases to occupy the same as her home.



7a

TO HAVE AND TO HOLD THE SAME. Together with all rights, immunities, privileges and appurtenances to the same belonging, or in anywise appertaining, unto the said party... of the second part, and to ... heirs and assigns, forever. And the said party... of the first part... hereby expressly waive, release and relinquish unto the said party... of the second part... heirs, executors, administrators and assigns, all right, title, claim, interest and benefit whatsoever in and to the above described premises, and each and every part thereof, which is given by or result from all the laws of this State pertaining to the exemption of Homesteads. The said party... of the first part hereby covenanting that ... heirs, executors and administrators shall and will warrant and defend the title to the premises to the said party... of the second part, and to ... heirs and assigns, forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party... of the first part... hereunto set ... hand... and seal..., the day and year first above written.

Veronica Timmann (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

STATE OF MISSOURI }
 County of ...Franklin... } ss: On this...21st... day of...JUNE... 1948,
 before me personally appeared *Veronica Timmann*, single and unmarried.....
 to me known to be the person... described in and who executed the foregoing instrument, and acknowledged that... she... executed the same as... her... free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at office in ...Washington... in said County, the day and year first above written. My term as Notary expires *January 6, 1950.*

John G. Miller
Notary Public

STATE OF MISSOURI }
 County of } ss: On this..... day of....., 19.....
 before me personally appeared.....
 and
 his wife, to me known to be the person... described in and who executed the foregoing instrument, and acknowledged that..... executed the same as..... free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at office in in said County, the day and year first above written. My term as Notary expires 19.....

STATE OF MISSOURI }
 County of Franklin } ss:
 I, *Rebecca S. Spickard*, Recorder of Deeds within and for said County, do hereby certify that the foregoing instrument of writing was filed for record on the ...28... day of...June... 1948 at ...9... o'clock... 10... minutes... P. M., and duly recorded on the ...28... day of...June... 1948, in Deed Book, Volume 161, Page 34....

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal at office in Union, the date aforesaid.

Rebecca S. Spickard
 Recorder of Deeds.
 By *Arthur Willson*
 Deputy Recorder.

CERTIFICATE OF TITLE

M-2683

I hereby certify that I have examined the title to the following described property, from date of entry from Government, situated in the County of Franklin and State of Missouri, to-wit:

A tract of land in the City of Washington, being a part of the Southeast qr. of Section 16 and part of the Northeast qr. of the Northeast qr. of Section 21, Township 44 North, Range 1 West of 5th P.M., described as follows: Beginning at the quarter corner between Sections 16 and 21, thence South 89 $\frac{1}{2}$ ° East along section line 20.94 chains to qr. qr. corner; thence South 68 $\frac{1}{2}$ ° East 2.27 chains to an iron bar, thence North 12° East along property line 421 feet to the West line of State Street, thence North along the West line of State Street to the most Southerly corner of the Schelich tract as described in deed of record in Vol. 154, page 291, thence North 56° West 132 feet, thence North 31 $\frac{1}{2}$ ° East 175 feet to a corner, thence South 77° East 69 feet, thence South 56° East 66 feet to the West line of State Street, thence North 31 $\frac{1}{2}$ ° East along State Street 317 feet 8 inches to property of City of Washington, thence North 56° West 154 chains thence North 32° East 3.00 chains to post, thence Northwardly 90 feet more or less to the Southwest corner of the Stumps property, thence North 13 $\frac{1}{2}$ ° East 3.00 chains, thence North 17 $\frac{1}{2}$ ° East 3.50 chains to a stone, thence North 33° West 22 $\frac{1}{2}$ links to a Public Road, thence along said road South 70° West 1.30 chains to a stone, thence North 42 $\frac{1}{2}$ ° West 1.87 $\frac{1}{2}$ chains to a corner, thence North 81° West 5.57 chains to an iron peg, thence North 7° East 3.85 chains to an iron peg in South line of Public Road, thence along said public road North 58° West 2.72 $\frac{1}{2}$ chains, South 55° 52' West 9.26 chains, and South 89° 52' West 18.05 chains to the North and South centerline, thence South on said line 28.18 chains to the place of beginning, containing 91 acres, more or less.

Also a part of the Southwest qr. of Section 16, Township 44 North, Range 1 West of 5th P.M., described as follows: Beginning at a point 14.22 chains North of the South quarter corner of Section 16, thence North 89 $\frac{1}{2}$ ° West 4.28 chains to an old stone, thence North 11 $\frac{1}{2}$ ° East 6.80 chains to an old rock, thence North 1° West 7.15 chains to an iron peg, thence East 3.21 chains to the center line, thence South on said line 13.96 chains to the place of beginning, containing 4.61 acres, more or less.

Containing in the aggregate 95.61 acres, more or less, as surveyed by E. E. Hammer, County Surveyor.

According to the records of the County of Franklin, the fee simple title to said property is vested in

CITY OF WASHINGTON, a municipal corporation,

free and clear of liens, except as follows, to-wit:

DEEDS OF TRUST:	None
JUDGMENTS:	None
MECHANICS' LIENS:	None
ATTACHMENTS:	None
TAXES:	1947 and prior years are paid.
	1948 are a lien.
	No examination as to City of Washington taxes.

CONDITION contained in deed, dated June 21, 1948, of record in Vol. 161, page 84 between Veronica Tiemann and City of Washington, to-wit: "Grantor shall have the right to the use and occupancy of the residence garden, and chicken yard free of rent as long as she occupies the same as her home. This privilege shall cease upon her death or sooner if she ceases to occupy the same as her home."

(over)

DATED at Union, Missouri' this 28th day of June, 1948 at 9.30
o'clock a.m.

H. F. Hansen

H. F. Hansen, Abstractor.

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 4) Control grass on roads and parking areas and around traffic control barriers (if present).
- 5) Provide and install rock (rip rap), as needed, to maintain any protective rock slopes or banks in the vicinity of the provided facilities.
- 6) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 7) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.



July 1, 2024

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

RE: Recommendation – Community Assistance Program (CAP) Agreement at Lions Lake

Honorable Mayor and City Council,

The attached agreement is to implement the Missouri Department of Conservation's Community Assistance Program (CAP) between the City of Washington and the Missouri Department of Conservation (MDC). The purpose is to allow free public access and full use of Lions Lake for fishing and related recreational activities, by the public, consistent with the Wildlife Code of Missouri and hours established by mutual agreement. The City's responsibilities and MDC's responsibilities are listed in the attached agreement. In summary, the City is to provide a clean, safe and usable facility, following park and City guidelines for public use. This also includes providing proper recognition in brochures, advertising and other publications for the MDC. In summary, the MDC is to provide a general management plan for fishery resources for the lake. MDC will provide periodic fish community surveys and analysis, manage the lake through proper regulations, stock the lake with fish, enact and enforce appropriate fishing rules and regulations and provide informational and entrance signs recognizing the City and the MDC for their roles in this cooperative project.

Upon approval, the agreement will become effective after signatures have been completed. The duration of the agreement is for 25 years and can automatically renew for successive terms of one year if neither party has advised the other in writing of its intention to terminate the agreement.

The Parks and Recreation Commission recommended CAP agreement at their May 8 meeting.

Accordingly, the Parks and Recreation Commission and staff recommend that Council consider the Missouri Department of Conservation's Community Assistance Program agreement at Lions Lake. 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

Missouri Department of Conservation
Community Assistance Program
11-3-2023

The Community Assistance Program was initiated by the Missouri Department of Conservation (Department) in 1980 to provide close-to-home fishing opportunities in communities throughout the state of Missouri. Through this program and the closely related Corporate and Agency Partnership Program, the Department enters into agreements (usually 25-year) with cities, counties, state and federal agencies, businesses, foundations, schools and colleges to provide fisheries management at existing lakes and ponds, and to cooperatively develop facilities for anglers and boaters at lake and stream areas.

The terms of these cooperative agreements are tailored to meet the specific needs and circumstances associated with the individual partners. Under the terms of these cooperative agreements, the Department will provide fisheries management (including appropriate stocking, habitat improvement, special regulations and enforcement of the *Wildlife Code of Missouri*) on lakes, ponds and stream accesses under agreement. We will continue to provide enforcement of the *Wildlife Code of Missouri* and area use regulations. We will continue to arrange for most of the funding (up to 75% reimbursement) through a new cash grant agreement using primarily Sport Fish Restoration funds for facilities development (if/where applicable).

The partners, in return, will conduct facilities development (if applicable to their agreement) including permitting, design, construction, certification and all maintenance - large or small, they will need to follow all applicable codes and laws (including ADA requirements), and they will continue to allow free public use of the area under agreement for fishing, boating and other related recreational activities. If infrastructure is developed under agreement, it will be designed, constructed, owned and maintained by the partner. All infrastructure developed under the previous CAP program is property of the partner and as such, they are responsible for all maintenance.

These programs benefit our partners and the local communities by providing a cost-effective way of providing citizens with more and better fishing and boating opportunities close to where they live.

The Department currently has cooperative agreements with 114 partners for the cooperative management of 183 public lakes (10,538 acres of water), 28 stream access areas, two lake access areas and eight aquatic resource education ponds.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023/2024 BUDGET
OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: This ordinance shall amend the 2023/2024 Budget as follows:
Storm Water Improvement Fund 250 – Increase of \$118,881.00 for Clover Valley
Development Agreement for Sanitary Sewer Extension Project (250-40-000-541107
Stormwater Improvements).

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



June 24, 2024

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

**RE: Clover Valley Development Agreement Sanitary Sewer Extension Project
Budget Amendment**

Dear Mayor and City Council Members:

Please find enclosed a Budget Amendment to the Stormwater Improvement Fund. This is for the sanitary sewer extension that was part of the Clover Valley Development Agreement. The payment for this portion of the project is \$118,881.00 which includes all the sanitary sewer within this agreement. The rest of the construction portion of this project is for the Fox Crest Drive Connection from the bridge to North Crest Drive which is budgeted for the 2024/2025 budget year. Approving this will require a \$118,881.00 budget amendment to the Stormwater Improvement Fund budget.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Fox Crest & Rabbit Trail
Washington, MO 63090

APPLICATION NO: 1 *Rev 2*
PERIOD TO: 6/15/2024

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Fox Crest Drive (Clover Valley Prop LLC)

VIA ARCHITECT:

CONTRACT DATE: 12/11/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	869,547.00
2. Net Change by Change Orders	\$	-49,273.60
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	820,273.40
4. TOTAL COMPLETED AND STORED TO DATE	\$	118,881.00
5. RETAINAGE:		
a. 0.00% of Completed Work	\$	0.00
b. 0.00% of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	118,881.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		
	\$	0.00
8. CURRENT PAYMENT DUE	\$	118,881.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	701,392.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	4,936.00	-54,209.60
Total approved this Month	0.00	0.00
TOTALS	4,936.00	-54,209.60
NET CHANGES by Change Order		-49,273.60

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

CONTRACTOR: K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

By: *Janice Badt* Date: 6-20-24

State of: MO

County of: Franklin

Subscribed and Sworn to before me this 20th Day of JUNE 2024

Notary Public: Kara Michelle Thies

My Commission Expires: 4/23/28

KARA MICHELLE THIES Notary Public - Notary Seal STATE OF MISSOURI Franklin County My Commission Expires: April 23, 2028 Commission # 16954964
--

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: _____ \$

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

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

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Fox Crest & Rabbit Trail
Washington, MO 63090

APPLICATION NO: 1
PERIOD TO: 6/15/2024

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Fox Crest Drive (Clover Valley Prop LLC)

VIA ARCHITECT:

CONTRACT DATE: 12/11/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	Surveying	1,000	LSQ	\$6,500.00	\$6,500.00	.0000	\$0.00	.5000	\$3,250.00	\$0.00	.5000	\$3,250.00	50.00	\$3,250.00
2	Mobilization	1,000	LSQ	\$30,000.00	\$30,000.00	.0000	\$0.00	.3300	\$9,900.00	\$0.00	.3300	\$9,900.00	33.00	\$20,100.00
3	Clearing Grubbing	4,500	ACRE	\$6,850.00	\$30,825.00	.0000	\$0.00	1.5000	\$10,275.00	\$0.00	1.5000	\$10,275.00	33.33	\$20,550.00
4	Import Material	7,500.000	CY	\$4.25	\$31,875.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$31,875.00
5	Double curb inlet	2,000	EA	\$6,850.00	\$13,700.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$13,700.00
6	Single curb inlet	9,000	EA	\$3,800.00	\$34,200.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$34,200.00
7	Storm Manhole	3,000	EA	\$3,500.00	\$10,500.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$10,500.00
8	Area inlet	1,000	EA	\$2,600.00	\$2,600.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,600.00
9	15in storm pipe	152,000	LF	\$58.00	\$8,816.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$8,816.00
10	18in Storm pipe	531,000	LF	\$60.00	\$31,860.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$31,860.00
11	24in storm pipe	501,000	LF	\$68.00	\$34,068.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$34,068.00
12	30in storm pipe	136,000	LF	\$90.00	\$12,240.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$12,240.00
13	30in flared end section	1,000	EA	\$2,200.00	\$2,200.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,200.00
14	1in minus full depth granular	250,000	TON	\$26.00	\$6,500.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$6,500.00
15	Type 2 rip rap blanket	26,000	SY	\$60.00	\$1,560.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$1,560.00
16	BMP-Silt controll	1,000	LSQ	\$6,800.00	\$6,800.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$6,800.00
17	Street lights	4,000	EA	\$500.00	\$2,000.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$2,000.00
18	Street electrical conduit	1,400.000	LF	\$6.85	\$9,590.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$9,590.00
19	Paving Fabric	5,445.000	SY	\$2.00	\$10,890.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$10,890.00
20	4in Aggregate base	6,200.000	SY	\$6.00	\$37,200.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$37,200.00
21	6.5in concrete pavement	5,445.000	SY	\$59.00	\$321,255.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$321,255.00
22	6in Concrete curb	2,800.000	LF	\$12.00	\$33,600.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$33,600.00
23	5ft wide sidewalk	7,000.000	SF	\$8.75	\$61,250.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$61,250.00
24	Street signs	1,000	LSQ	\$1,800.00	\$1,800.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$1,800.00
25	Finish grading	3.500	ACRE	\$4,000.00	\$14,000.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$14,000.00
26	Seed and Straw	3.500	ACRE	\$4,500.00	\$15,750.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$15,750.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Fox Crest & Rabbit Trail
Washington, MO 63090

APPLICATION NO: 1
PERIOD TO: 6/15/2024

DISTRIBUTION TO:
_ OWNER
_ CONSTRUCTION MANAGER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Fox Crest Drive (Clover Valley Prop LLC)

VIA ARCHITECT:

CONTRACT DATE: 12/11/2023

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE	
27	Sanitary 15in sewer (SDR 35)	1,456.000	LF	\$77.00	\$112,112.00	.0000	\$0.00	1,300.0000	\$100,100.00	\$0.00	1,300.0000	\$100,100.00	89.29	\$12,012.00	
27	Sanitary 15in sewer (SDR 35)	1,456.000	LF	\$-31.60	\$-46,009.60	.0000	\$0.00	1,300.0000	\$-41,080.00	\$0.00	1,300.0000	\$-41,080.00	89.29	\$-4,929.60	
28	48in Sanitary manhole	7.000	EA	\$4,100.00	\$28,700.00	.0000	\$0.00	7.0000	\$28,700.00	\$0.00	7.0000	\$28,700.00	100.00	\$0.00	
28	48in Sanitary manhole	-2.000	EA	\$4,100.00	\$-8,200.00	.0000	\$0.00	-2.0000	\$-8,200.00	\$0.00	-2.0000	\$-8,200.00	100.00	\$0.00	
29	Rock excavation contingency	50.000	CY	\$250.00	\$12,500.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$12,500.00	
30	Bond	1.000	LSQ	\$11,000.00	\$11,000.00	.0000	\$0.00	1.0000	\$11,000.00	\$0.00	1.0000	\$11,000.00	100.00	\$0.00	
31	KJU Credit for initial street escrow	1.000	LSQ	\$-66,344.00	\$-66,344.00	.0000	\$0.00	.0000	\$0.00	\$0.00	.0000	\$0.00	.00	\$-66,344.00	
32	16in Steel Pipe Aerial crossing	40.000	LF	\$123.40	\$4,936.00	.0000	\$0.00	40.0000	\$4,936.00	\$0.00	40.0000	\$4,936.00	100.00	\$0.00	
REPORT TOTALS					\$820,273.40		\$0.00		\$118,881.00			\$118,881.00		\$701,392.40	
										\$0.00					\$701,392.40

7b

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023/2024 BUDGET
OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: This ordinance shall amend the 2023/2024 Budget as follows:
Transportation Sales Tax Fund 261 – Increase of \$77,947.70 for Second Street Improvements Project (261-18-000-541102 Street Reconstruction Program).

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



June 24, 2024

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

**RE: Second Street Improvements Project Change Order #1,
Final Payment & Budget Amendment**

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 1 and Final Payment Request for this construction project. To finalize this project an additional \$78,890.10 was required as shown in Change Order #1. The increase is attributed to the following items which were not included in the original bid.

- Sub Grade repair between Oak St. and Elm St. from previous water main leak.
- Additional reinforcement to bridge over coal chutes discovered during construction
- Modification and improvements of stormwater structures at Oak St. intersection due to unknown buried existing conditions and utilities
- Increasing plan stormwater pipe sizes to increase capacity near Oak Street
- Additional changes to improve grades and tie-ins to existing buildings and driveways and time spent modifying storm structures at Lafayette St. intersection
- Overrun of sidewalk, curb & gutter, and driveway on side streets, to tie back into existing grades to allow for better drainage of stormwater and provide smooth transition
- Additional pavement and brick crosswalk work at Jefferson Street due to patching from replacement of City water main
- Underrun of asphalt patching, pavement repair, full depth pavement, sidewalk trench drains, and basement window grates

The Change Order amount is included in pay application 7 for a total payment of \$110,609.73. The Final Payment Request is pay application 8 for \$46,897.40 which includes retainage on the project. Including this final payment, the total project cost is \$937,947.70.

The Transportation Sales Tax budget for this project is \$860,000. Approving this will also require a \$77,947.70 budget amendment.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF DISCLOSURE COMPLIANCE PROPOSAL
BY AND BETWEEN THE CITY OF WASHINGTON,
MISSOURI AND GILMORE & BELL

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 Disclosure Compliance Proposal by and between the City of Washington, Missouri and Gilmore & Bell, 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 Proposal 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



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

June 9, 2024

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

Re: Disclosure Compliance Services Proposal

Dear Darren:

Our firm has appreciated the opportunity to provide post-issuance disclosure compliance services to the City. Our existing engagement with the City to provide those services expired on March 31, 2024. The purpose of this letter is to extend the term for Gilmore & Bell to provide disclosure compliance services to assist the City in meeting its continuing disclosure obligations in accordance with federal securities laws. If the City accepts the terms of this letter (this "Engagement"), Gilmore & Bell will perform such services in consideration of the mutual covenants and terms set forth herein.

SCOPE OF ENGAGEMENT

According to our records, the Refunding Certificates of Participation (City of Washington, Missouri, Lessee), Series 2019, are the only outstanding municipal securities of the City subject to a continuing disclosure undertaking. Gilmore & Bell will assist the City in meeting its continuing disclosure obligations with respect to those obligations and any other municipal securities issued during the term of this Engagement with respect to which the City is an obligated person under a continuing disclosure undertaking (together, the "**Bonds**") by providing the following services, beginning with the City's fiscal year ending September 30, 2024:

- Review the continuing disclosure agreements/undertakings for the Bonds (the "Disclosure Agreements") and determine the operating data and financial information required to be disclosed by the City on an annual basis;
- Provide the City with an annual reminder of the upcoming annual report filing date;
- Provide the City annually with a memorandum listing material events requiring additional disclosure;
- Draft the City's annual report and assist the City in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;

7d

- Submit the City's annual report to the MSRB, via EMMA. If the City's annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and
- Provide the City confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this Engagement, the City is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the City.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the City. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the City, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the City's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the City's annual reporting obligations pursuant to contractual obligations of the City. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

POINT OF CONTACT

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the City in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the City for this Engagement will be as follows:

Rhonda Betlach
Telephone: (636) 231-4016
Email: rbetlach@washmo.gov

The City will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

FURNISHING OF INFORMATION

Gilmore & Bell will request the information required by the Disclosure Agreement from the City within a reasonable time prior to the filing date and will work closely with the City to gather such information. The City hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the City acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

FEES

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,850 per year (for an aggregate amount of \$9,250 for the five-year contract term). The City may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB. If the City pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,850 per year, unless this Agreement is otherwise terminated by either party as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

TERM OF ENGAGEMENT; TERMINATION

The initial term of this Engagement shall be from the date below through March 31, 2029. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the City will pay all unpaid fees and expenses for services performed prior to the time of termination.

ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

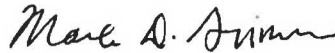
Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this Engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this Engagement. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

Mr. Darren Lamb
June 9, 2024
Page 4 of 4

CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this Engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the City within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,



Mark D. Grimm

MDG:emw
cc: Rhonda Betlach
Bill Burns
Alice Wasson

Acknowledged and Agreed as of _____, 2024.

CITY OF WASHINGTON, MISSOURI

By: _____

Name: _____

Title: _____



June 26, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Disclosure Compliance Services Proposal

Dear Mayor and Council,

When the City issued its Refunding Certificates of Participation (City of Washington, Missouri, Lessee), Series 2019, the City agreed to annually file certain financial and operating information, as required by federal securities laws. When the Certificates of Participation were issued, the City entered into a contract with Gilmore & Bell to assist the City in complying with the City's compliance obligations for a five-year period.

Gilmore & Bell's services include determining the operating and financial information required to be disclosed by the City, drafting the annual report and assisting the City in updating appropriate operating data and summary financial information, submitting the annual report to the Municipal Securities Rulemaking Board, and providing confirmation that the annual report has been filed.

The initial contract expired on March 31, 2024. Gilmore & Bell has proposed to continue providing those services to the city for an additional five-year period for \$1,850 annually.

Staff recommends approval.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN INTERGOVERNMENTAL
COOPERATIVE AGREEMENT BY AND BETWEEN THE
CITY OF WASHINGTON, MISSOURI AND THE CITY OF
FENTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Intergovernmental Cooperative Agreement by and between the City of Washington, Missouri and the City of Fenton, Missouri, 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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement (the "Agreement") is made and entered into this 1st day of July 2024, by and between the City of Fenton, Missouri ("Fenton"), and the City of Washington, Missouri ("Washington").

WITNESSETH:

WHEREAS, Fenton and Washington have utilized the services of Tammy Alsop through contract with Sikich; and

WHEREAS, both cities desire to continue to utilize the knowledge and expertise of Alsop for financial services; and

WHEREAS, both cities desire through this Agreement to facilitate an arrangement that is mutually beneficial where Alsop is a full-time employee for Washington, but Alsop will also provide financial services to Fenton; and

WHEREAS, Section 70.220 RSMo. authorizes municipalities to contract with each other for common services when the subject matter is within the scope of powers of the individual municipality; and

WHEREAS, this Agreement has been authorized by Fenton and Washington in accordance with § 432.070 RSMo.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. FINANCIAL SERVICES

Washington has hired Alsop as a full-time Finance Director and will provide her benefits associated with such full-time status including medical and dental insurance, Lagers, social security, and Life. Washington will also pay for CPA courses for Alsop. Washington shall pay Alsop on a bi-weekly basis ("Pay-Period") as it does all other full-time employees.

During the term of this Agreement, Washington authorizes, and Fenton agrees to utilize Alsop for financial services and other designated services for Fenton for at least two (2) business days each Pay-Period. Generally, Alsop will come to Fenton City Hall at least one (1) working day per week as mutually agreeable to Fenton and Washington. The parties agree that they will cooperate and work in good faith to carry out the intent of this Agreement for Alsop to provide financial services to both cities.

While providing financial services and other designated services to Washington, Alsop shall abide by the Washington's personnel manual and all applicable policies and utilize Washington facilities and other equipment and hardware and software necessary to carry out the functions of a Finance Director for Washington. While providing financial services to Fenton, Alsop shall abide by Fenton's applicable policies and utilize all Fenton facilities and other equipment and hardware and software necessary to carry out the functions of a finance officer for Fenton.

II. COSTS AND LIABILITY

As consideration for Alsop to provide financial services and other designated services to Fenton at least two (2) business days per Pay-Period for the initial one (1) year term while maintaining full employment with Washington, Fenton shall pay to Washington the sum of \$515.35 for each day worked per month, to be invoiced on the first business day of each month, starting on August 1, 2024, and paid by Fenton by wire transfer within ten (10) days of receipt of the invoice,.

During the time Alsop is providing services to Washington, Washington shall be solely responsible for her actions, or lack of actions, in carrying out financial services and other services for Washington and for any claims, injuries, causes of action, damages, or liability whatsoever, including workers compensation claims, that may arise from or occur while providing services to Washington. During the time Alsop is providing services to Fenton, Fenton shall be solely responsible for her actions, or lack of actions, in carrying out financial services and other services for Fenton and for any claims, injuries, causes of action, damages, or liability whatsoever, that may arise from or occur while providing services to Fenton. To the extent permitted by law, Fenton at its sole cost and expense agrees to indemnify, protect, and hold harmless Washington its elected officials, officers, and employees from and against any and all claims, demands, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind directly or indirectly, in whole or in part, from Alsop providing services hereunder to Fenton.

III. TERM

This Agreement shall be effective from and after its execution by both parties and continue in effect for a period of one (1) year so that the initial term expires on June 30, 2025. This Agreement shall automatically renew for one (1) year terms on July 1 the following year under the same provisions and conditions herein (except that the compensation due to Washington shall increase by a pro rata share for any raise that may be provided to Alsop) unless either party shall give written notice sixty (60) days prior to the expiration of the then-current term.

IV. NOTICE

When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or personally delivered as follows:

To the City of Fenton:

City Administrator
625 New Smizer Mill Road
Fenton, Missouri 63036

To the City of Washington:

City Administrator
405 Jefferson Street
Washington, MO 63090

V. MISCELLANEOUS

- A. **Counterparts.** That this Agreement may be signed in counterparts.
- B. **Choice of Law.** This Agreement shall be governed by Missouri law. If any controversy arises between the parties, they each hereby agree to submit to the courts of competent jurisdiction in Franklin County, Missouri. To the fullest extent permitted by law, the parties agree to waive the right to trial by jury, except for personal injury and property damage claims.
- C. **Termination.** This Agreement shall automatically terminate upon Alsop no longer being employed by Washington. This Agreement may be terminated for a material breach by either party or upon mutual agreement by the parties. The indemnification provision and liability responsibilities shall survive termination and remain in full force and effect for a period of five (5) years from termination of this Agreement.
- D. **Annual Appropriations. Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, Fenton is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Fenton's then current fiscal year. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Non-appropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly.
- E. **No Third-Party Beneficiaries.** This Agreement shall not be interpreted as being an Agreement for the benefit of any third party.

- F. **Severability.** If any provision contained in this Agreement shall be held or declared to be invalid, unlawful, or unconstitutional for any cause by a court of competent jurisdiction, the remaining portions and provisions of this Agreement shall be and remain unaffected thereby and shall remain in full force and effect.

- G. **Non-Waiver of Immunity.** Nothing in this Agreement is intended to waive and shall not waive the doctrines of sovereign immunity or official immunity as would otherwise be available to Fenton or Washington with regard to any claim made by any person or entity that is not a party to this Agreement.

- H. **Non-delegation of Statutory Authority.** Anything contained in the Agreement herein to the contrary notwithstanding, the parties hereby represent and agree that this Agreement is not intended, nor shall it operate as a delegation of any legislative or statutory authority of Fenton and its elected or appointed officials to Washington or vice versa.

- I. **Waiver.** The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant, or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant, or condition.

- J. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

- K. **Entire Agreement.** This writing, and the exhibit hereto, constitutes the entire agreement of the parties and it shall not be modified, altered, or amended except in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

CITY OF FENTON, MISSOURI

CITY OF WASHINGTON, MISSOURI

By: _____
Mayor

By: _____
Mayor

ATTEST:

City Clerk

ATTEST:

City Clerk



June 27, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Contract Agreement with Fenton, MO on Finance Consulting

Honorable Mayor and Council,

Within your packet for consideration is an ordinance to enter into a cooperative agreement for financial services with the City of Fenton Missouri. Tammy Alsop will begin her services as the City of Washington's Financial Director on July 1st. The agreement would allow the City of Washington to share her time with the City of Fenton for one day a week for a year. In return, the City of Fenton will pay her salary and benefits totaling \$515.35 each day to the City of Washington. The remaining time she will be devoted to the City of Washington and the responsibilities of the Finance Director position.

Sincerely,

Darren Lamb, AICP
City Administrator

**CITY OF WASHINGTON
CITY SALES TAX SUMMARY**

1% GENERAL SALES TAX

Previous Years 1970-2000 Total:		\$ 36,121,362.69			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-2022	5,475,936.43
2002-2003	2,875,714.84	2012-2013	3,760,065.80	2022-2023	5,586,805.95
2003-2004	3,155,590.86	2013-2014	3,912,118.45	2023-2024	4,246,100.73
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
TOTAL COLLECTIONS TO DATE:				\$ 130,730,484.48	

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	\$ 404,210.90	\$ 451,517.96	11.70%
NOVEMBER	273,682.85	325,999.08	337,510.28	329,477.61	439,267.24	394,809.57	-10.12%
DECEMBER	406,617.65	400,738.68	448,383.63	522,976.40	469,140.53	513,793.63	9.52%
JANUARY	428,005.85	420,055.36	430,457.12	392,285.39	515,227.78	440,888.93	-14.43%
FEBRUARY	363,771.00	417,204.79	396,723.58	509,008.53	495,173.79	504,564.10	1.90%
MARCH	444,964.47	417,215.47	468,305.25	483,461.03	400,841.38	509,512.88	27.11%
APRIL	387,311.51	365,080.95	387,138.97	393,317.74	476,640.26	464,033.82	-2.64%
MAY	300,584.29	358,920.74	385,747.95	342,734.14	407,267.67	417,603.07	2.54%
JUNE	456,577.00	401,315.24	514,849.48	536,473.31	490,570.26	549,376.77	11.99%
JULY	420,349.19	442,261.53	462,011.90	462,478.68	476,993.66		
AUGUST	322,712.79	372,615.14	396,711.64	546,440.92	498,392.59		
SEPTEMBER	465,772.42	518,477.31	523,081.81	503,139.18	513,079.89		
TOTALS:	\$ 4,612,283.40	\$ 4,787,670.81	\$ 5,138,337.05	\$ 5,475,936.43	\$ 5,586,805.95	\$ 4,246,100.73	

Increase (Decrease)
Over Prior Year -1.93% 3.80% 7.32% 6.57% 2.02%

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

3.61%

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

1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$ 4,111,148.43
EXPIRED: 06-30-02	1994-2002	9,410,782.24
EXPIRED: 06-30-10	2002-2010	13,334,617.88
EXPIRED: 06-30-18	2010-2018	15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$ 15,561,141.05
TOTAL COLLECTIONS TO DATE:		<u>\$ 58,392,707.96</u>

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	\$ 202,105.70	\$ 225,758.59	11.70%
NOVEMBER	136,841.76	162,999.67	168,755.25	164,738.68	219,633.65	197,405.06	-10.12%
DECEMBER	203,310.25	200,369.28	224,192.00	261,488.24	234,570.17	256,897.15	9.52%
JANUARY	214,002.88	210,027.68	215,228.64	196,142.72	257,613.79	220,444.46	-14.43%
FEBRUARY	181,885.56	208,602.53	198,361.30	254,504.01	247,587.18	252,282.27	1.90%
MARCH	222,481.70	208,607.73	234,152.34	241,730.89	200,420.71	254,756.47	27.11%
APRIL	193,656.33	182,540.31	193,569.47	196,659.57	238,319.46	232,016.99	-2.64%
MAY	150,291.55	179,460.29	192,873.68	171,366.64	203,633.58	208,801.51	2.54%
JUNE	228,288.80	200,657.51	257,424.63	268,236.68	245,285.14	274,688.56	11.99%
JULY	210,175.01	221,130.97	231,006.12	231,239.74	238,497.27		
AUGUST	161,356.40	186,307.76	198,355.48	273,220.21	249,196.84		
SEPTEMBER	232,886.54	259,238.60	261,541.37	251,569.17	256,539.82		
TOTALS	\$ 2,306,143.70	\$ 2,393,835.48	\$ 2,569,168.07	\$ 2,737,968.28	\$ 2,793,403.31	\$ 2,123,051.06	

Increase
(Decrease) Over
Prior Year

-1.93% 3.80% 7.32% 6.57% 2.02%

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

3.61%

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

1/2 % TRANSPORTATION SALES TAX

MONTH	2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		Monthly % Increase/ (Decrease)
OCTOBER	\$	170,946.23	\$	173,893.15	\$	193,707.83	\$	227,070.97	\$	202,105.68	\$	225,758.66	11.70%
NOVEMBER		136,840.50		162,999.68		168,755.33		164,738.72		219,633.66		197,404.90	-10.12%
DECEMBER		203,308.99		200,369.28		224,192.04		261,488.24		234,570.22		256,897.35	9.52%
JANUARY		214,002.88		210,027.78		215,228.70		196,142.69		257,613.79		220,444.42	-14.43%
FEBRUARY		181,885.52		208,602.55		198,361.35		254,499.40		247,587.19		252,282.25	1.90%
MARCH		222,481.85		208,607.77		234,152.35		241,730.92		200,420.73		254,756.52	27.11%
APRIL		193,656.25		182,540.19		193,569.46		196,659.56		238,319.52		232,016.90	-2.64%
MAY		150,291.51		179,460.32		192,873.68		171,366.53		203,633.50		208,801.53	2.54%
JUNE		228,288.78		200,657.52		257,424.62		268,236.76		245,285.23		274,688.49	11.99%
JULY		210,175.04		221,130.96		231,006.14		231,239.69		238,497.24			
AUGUST		161,355.80		186,307.86		198,355.50		273,220.19		249,196.88			
SEPTEMBER		232,886.52		259,238.63		261,541.35		251,569.36		256,539.78			
TOTALS	\$	2,306,119.87	\$	2,393,835.69	\$	2,569,168.35	\$	2,737,963.03	\$	2,793,403.42	\$	2,123,051.02	

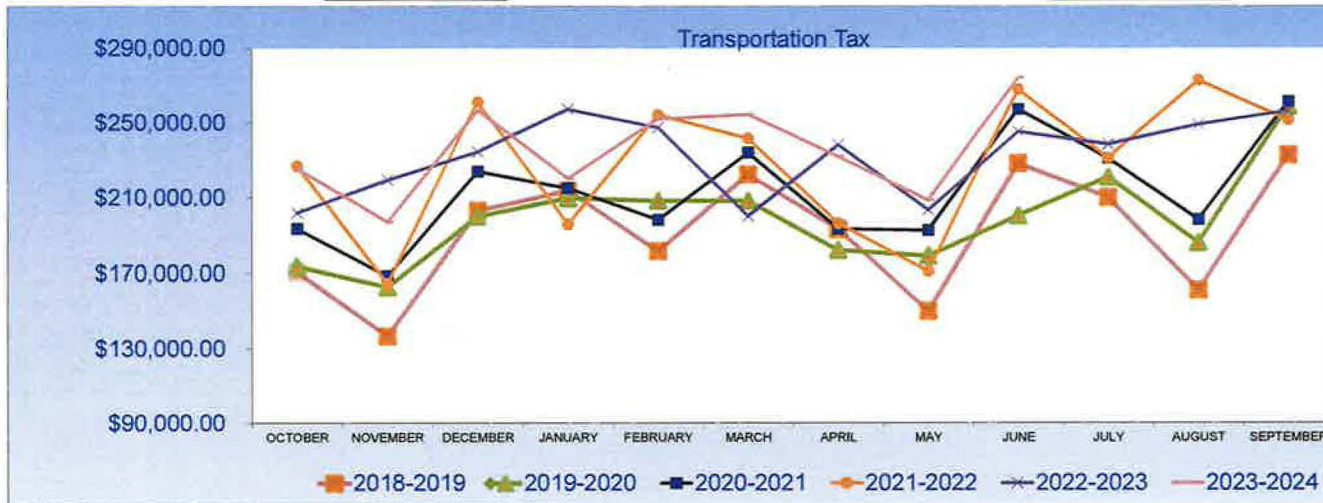
Increase (Decrease) Over Prior Year

	-1.93%	3.80%	7.32%	6.57%	2.02%
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COLLECTIONS 2005 TO PRESENT: **\$34,773,036.79**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **3.61%**

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



LOCAL OPTION USE TAX

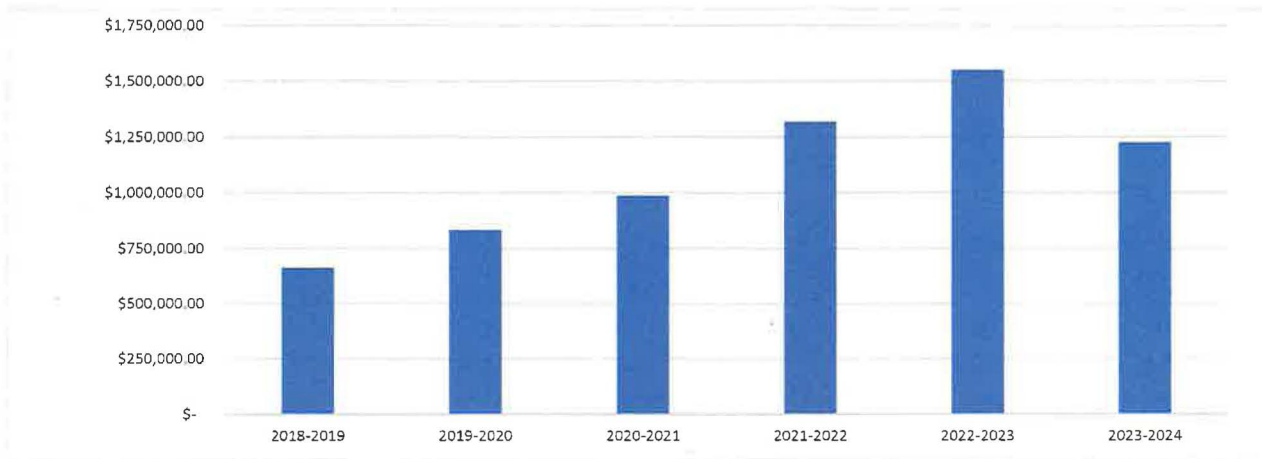
MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	\$ 80,047.64	\$ 116,786.38	45.90%
NOVEMBER	48,613.78	56,442.98	77,752.19	75,696.93	134,689.97	99,326.86	-26.26%
DECEMBER	49,662.96	53,993.39	65,391.95	81,034.55	150,460.10	173,869.84	15.56%
JANUARY	68,775.33	39,958.65	69,783.79	98,017.42	108,564.38	118,355.41	9.02%
FEBRUARY	73,271.71	63,549.19	112,976.86	102,284.34	150,469.87	174,107.41	15.71%
MARCH	79,877.50	81,178.43	104,092.21	99,642.15	88,685.96	107,304.93	20.99%
APRIL	54,168.57	51,201.38	83,105.78	117,044.07	142,947.05	153,041.01	7.06%
MAY	45,391.56	117,142.50	70,120.42	155,677.22	86,607.84	108,277.88	25.02%
JUNE	51,449.73	94,813.67	73,348.19	90,619.63	100,202.40	175,271.96	74.92%
JULY	42,197.49	76,691.07	63,309.11	93,190.15	155,042.94		
AUGUST	53,911.53	82,028.64	89,259.01	211,885.73	216,974.72		
SEPTEMBER	62,998.22	79,946.63	109,517.43	121,402.30	138,127.68		
TOTAL	\$ 664,542.96	\$ 832,447.39	\$ 989,207.80	\$ 1,319,843.84	\$ 1,552,820.55	\$ 1,226,341.68	

Increase
(Decrease)
Over Prior
Year

5.46% 25.27% 18.83% 33.42% 17.65%

COLLECTIONS 1998 TO PRESENT: **\$ 13,903,773.82**

OVERALL PERCENTAGE
GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **17.61%**





Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	17,043,890.00	17,043,890.00	780,294.64	12,147,148.11	-4,896,741.89	28.73%
Expense	17,774,520.00	17,799,520.00	1,051,284.11	11,158,634.81	6,640,885.19	37.31%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-730,630.00	-755,630.00	-270,989.47	988,513.30	1,744,143.30	230.82%
Fund: 003 - LIBRARY FUND						
Revenue	813,880.00	813,880.00	23,647.84	767,602.42	-46,277.58	5.69%
Expense	898,840.00	913,840.00	47,615.14	592,970.55	320,869.45	35.11%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	-84,960.00	-99,960.00	-23,967.30	174,631.87	274,591.87	274.70%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	1,010,070.00	1,010,070.00	590.98	968,976.55	-41,093.45	4.07%
Expense	1,345,860.00	1,885,323.54	62,210.51	878,793.99	1,006,529.55	53.39%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-335,790.00	-875,253.54	-61,619.53	90,182.56	965,436.10	110.30%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	465,000.00	465,000.00	0.00	422,982.69	-42,017.31	9.04%
Expense	1,239,000.00	1,284,900.00	189,887.54	569,803.96	715,096.04	55.65%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-774,000.00	-819,900.00	-189,887.54	-146,821.27	673,078.73	82.09%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,822,000.00	1,822,000.00	108,277.88	1,073,884.39	-748,115.61	41.06%
Expense	3,575,780.00	3,575,780.00	26,434.14	309,593.95	3,266,186.05	91.34%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-1,753,780.00	-1,753,780.00	81,843.74	764,290.44	2,518,070.44	143.58%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	4,564,150.00	4,564,150.00	199,280.06	1,719,080.45	-2,845,069.55	62.34%
Expense	6,582,850.00	7,193,560.00	124,176.06	2,613,501.28	4,580,058.72	63.67%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-2,018,700.00	-2,629,410.00	75,104.00	-894,420.83	1,734,989.17	65.98%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	8,305,690.00	8,305,690.00	1,089,523.32	3,540,375.05	-4,765,314.95	57.37%
Expense	10,073,530.00	10,593,080.00	235,411.33	4,190,367.87	6,402,712.13	60.44%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-1,767,840.00	-2,287,390.00	854,111.99	-649,992.82	1,637,397.18	71.58%
Fund: 265 - COP FUND						
Revenue	2,117,900.00	2,117,900.00	0.00	1,979,225.63	-138,674.37	6.55%
Expense	2,167,400.00	2,167,400.00	0.00	2,220,250.00	-52,850.00	-2.44%
Fund: 265 - COP FUND Surplus (Deficit):	-49,500.00	-49,500.00	0.00	-241,024.37	-191,524.37	-386.92%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	399,400.00	399,400.00	0.00	421,817.00	22,417.00	5.61%
Expense	811,060.00	821,060.00	300,000.00	424,615.94	396,444.06	48.28%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-411,660.00	-421,660.00	-300,000.00	-2,798.94	418,861.06	99.34%
Fund: 273 - FRONT & MAIN TIF RPA-3						
Revenue	70,000.00	70,000.00	0.00	112,689.25	42,689.25	60.98%
Expense	69,610.00	69,610.00	0.00	89,628.49	-20,018.49	-28.76%
Fund: 273 - FRONT & MAIN TIF RPA-3 Surplus (Deficit):	390.00	390.00	0.00	23,060.76	22,670.76	-5,813.02%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	154,200.00	154,200.00	0.00	147,900.57	-6,299.43	4.09%
Expense	153,520.00	153,520.00	0.00	147,640.13	5,879.87	3.83%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	680.00	680.00	0.00	260.44	-419.56	61.70%
Fund: 400 - WATER FUND						
Revenue	3,271,800.00	3,271,800.00	51,398.82	2,078,647.06	-1,193,152.94	36.47%
Expense	3,729,080.00	3,919,080.00	79,929.00	1,669,423.45	2,249,656.55	57.40%
Fund: 400 - WATER FUND Surplus (Deficit):	-457,280.00	-647,280.00	-28,530.18	409,223.61	1,056,503.61	163.22%

Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	3,284,870.00	3,284,870.00	396,925.40	2,538,253.09	-746,616.91	22.73%
Expense	6,189,000.00	6,189,000.00	105,253.59	2,458,876.97	3,730,123.03	60.27%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,904,130.00	-2,904,130.00	291,671.81	79,376.12	2,983,506.12	102.73%
Fund: 420 - SOLID WASTE FUND						
Revenue	4,109,550.00	4,109,550.00	211,023.87	1,606,109.52	-2,503,440.48	60.92%
Expense	5,547,700.00	5,547,700.00	198,056.63	2,401,276.66	3,146,423.34	56.72%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	-1,438,150.00	-1,438,150.00	12,967.24	-795,167.14	642,982.86	44.71%
Fund: 810 - PHOENIX CENTER II CID FUND						
Revenue	1,652,810.00	1,652,810.00	32,420.33	1,173,484.57	-479,325.43	29.00%
Expense	1,707,850.00	1,707,850.00	0.00	885,935.91	821,914.09	48.13%
Fund: 810 - PHOENIX CENTER II CID FUND Surplus (Deficit):	-55,040.00	-55,040.00	32,420.33	287,548.66	342,588.66	622.44%
Report Surplus (Deficit):	-12,780,390.00	-14,736,013.54	473,125.09	86,862.39	14,822,875.93	100.59%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-730,630.00	-755,630.00	-270,989.47	988,513.30	1,744,143.30
003 - LIBRARY FUND	-84,960.00	-99,960.00	-23,967.30	174,631.87	274,591.87
004 - VOLUNTEER FIRE FUND	-335,790.00	-875,253.54	-61,619.53	90,182.56	965,436.10
010 - VEHICLE & EQUIPMENT REP	-774,000.00	-819,900.00	-189,887.54	-146,821.27	673,078.73
250 - STORMWATER IMPROVEME	-1,753,780.00	-1,753,780.00	81,843.74	764,290.44	2,518,070.44
260 - CAPITAL IMPROVEMENT SAI	-2,018,700.00	-2,629,410.00	75,104.00	-894,420.83	1,734,989.17
261 - TRANSPORTATION SALES TA	-1,767,840.00	-2,287,390.00	854,111.99	-649,992.82	1,637,397.18
265 - COP FUND	-49,500.00	-49,500.00	0.00	-241,024.37	-191,524.37
272 - DOWNTOWN TIF RPA-1	-411,660.00	-421,660.00	-300,000.00	-2,798.94	418,861.06
273 - FRONT & MAIN TIF RPA-3	390.00	390.00	0.00	23,060.76	22,670.76
274 - RHINE RIVER TIF RPA-2	680.00	680.00	0.00	260.44	-419.56
400 - WATER FUND	-457,280.00	-647,280.00	-28,530.18	409,223.61	1,056,503.61
410 - SEWAGE TREATMENT FUND	-2,904,130.00	-2,904,130.00	291,671.81	79,376.12	2,983,506.12
420 - SOLID WASTE FUND	-1,438,150.00	-1,438,150.00	12,967.24	-795,167.14	642,982.86
810 - PHOENIX CENTER II CID FUN	-55,040.00	-55,040.00	32,420.33	287,548.66	342,588.66
Report Surplus (Deficit):	-12,780,390.00	-14,736,013.54	473,125.09	86,862.39	14,822,875.93