

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
 MONDAY, DECEMBER 3, 2018, 7:00 P.M.  
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<b><u>1. INTRODUCTORY ITEMS:</u></b>	<b><u>SUGGESTED COUNCIL ACTION</u></b>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the November 19 & 26, 2018 Council Meetings	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda:</u>	Need Motion/Mayor	Memo
<b><u>2. PRIORITY ITEMS:</u></b>		
a. Tourism Commission Reappointments	Accept Into Minutes	Memo
<b><u>Mayor's Presentations, Appointments &amp; Re-Appointments</u></b>		
b. Police Department Reappointments	Accept/Approve/Mayor	Memo
<b><u>3. PUBLIC HEARINGS:</u></b>		
<b><u>4. CITIZENS COMMENTS:</u></b>		
<b><u>5. UNFINISHED BUSINESS:</u></b>		
<b><u>6. REPORT OF DEPARTMENT HEADS:</u></b>		
a. Employee Insurance/Benefit Renewals	Accept/Approve/Mayor	Memo
b. Park Board Letter - Terminate Lease Agreement/Big Driver	Accept/Approve/Mayor	Memo
c. Proposition L – Library Tax Increase	Accept/Approve/Mayor	Memo
<b><u>7. ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance establishing rules and regulations for the operation of Motorized Food Trucks and providing for the establishment of Food Truck Vending Districts in the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	
b. An ordinance authorizing and directing the execution of a contract with SCI Engineering, Inc. for Archaeological Survey Services in the City of Washington, Franklin County, Missouri.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance accepting the quote from Armor Equipment Company, Arnold, MO and to approve the purchase of Four (4) Bayne Refuse Cart Lifters, and Amend the 2019 Budget by the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	

- d. An ordinance amending the 2018 Budget for the period of October 1, 2017 through September 20, 2018, for the City of Washington, Missouri. Read &Int/Read/Vote/Mayor
- e. An ordinance authorizing and directing the City of Washington to accept the bid from Shi International Corp for the purchase of 30 new Micro Form Factor Computers. Read &Int/Read/Vote/Mayor      Memo
- f. An ordinance authorizing and directing the execution of a Medical Director Agreement by and between the City of Washington, Missouri and Mercy Clinic East Communities. Read &Int/Read/Vote/Mayor

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

- a. An ordinance approving the Final Plat and acceptance of Minimum Improvement for Maintenance for the Overlook at Weber Farms, Plat 3, in the City of Washington, Franklin County, Missouri. Read &Int/Read/Vote/Mayor

**9. MAYOR’S REPORT:**

**10. CITY ADMINISTRATOR’S REPORT:**

**11. COUNCIL COMMENTS:**

**12. CITY ATTORNEY’S REPORT:**

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

Roll Call Vote

**13. INFORMATION:**

**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 MARY TRENTMANN, CITY CLERK, NOVEMBER 29, 2018

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, NOVEMBER 19, 2018**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on November 19, 2018, at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Sandy Lucy	Present
<b>Council Members:</b>	<b>Ward I</b>	Steve Sullentrup Present
		Susan Watermann Present
	<b>Ward II</b>	Jeff Mohesky Present
		Mark Hidritch Present
	<b>Ward III</b>	Jeff Patke Present
		Greg Skornia Present
	<b>Ward IV</b>	Gretchen Pettet Present
		Joe Holtmeier Present
<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Mary Trentmann
	Director of Public Services	John Nilges
	Police Chief	Ed Menefee
	Economic Development Director	Sal Maniaci
	Parks Foreman	Chad Owens
	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 November 5, 2018 Council Meeting  
A motion to accept the minutes as presented was made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

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

- \* Fireworks Display Request  
*November 14, 2018*  
*Honorable Mayor and City Council*  
*405 Jefferson Street*  
*Washington, MO 63090*  
*Re: Fireworks Display Permit Request*

*Dear Honorable Mayor and City Council,*

*The City of Washington would like to request a permit for a fireworks display on the evening of Saturday, December 1, 2018 at the riverfront for a public fireworks display to commemorate the bridge opening.*

*The issuance of this permit is contingent upon all paperwork and approvals being met by all departments and weather conditions being favorable.*

*Respectfully submitted,*

*Tom Neldon*

*Building Official*

\* Final Pay Request – McConnell & Associates – Phoenix Tennis Court Repairs

\* Change Order #3 – McFry Excavating, Inc. – Landfill Site Preparation

After a discussion regarding Change Order #3 – McFry Excavating, Inc. – Landfill Site Preparation, a motion to accept and approve the agenda including the consent agenda accordingly was made by Councilmember Holtmeier, seconded by Councilmember Watermann, passed without dissent.

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Re-Appointments:**

\* Park & Recreation Commission Appointment

*November 5, 2018*

*To The City Council*

*City of Washington*

*Washington, MO 63090*

*Dear Council Members:*

*I herewith submit for your approval the following for appointment to the Parks & Recreation Commission:*

*Kevin Kriete – term ending June 2021*

*Respectfully submitted,*

*Sandy Lucy*

*Mayor MKT*

After a brief discussion on how to join the Park & Recreation Commission, a motion to accept and approve the appointment was made by Councilmember Patke, seconded by Councilmember Skornia, passed without dissent.

\* Police Department Reappointments

*November 13, 2018*

*To The City Council*

*City of Washington*

*Washington, MO 63090*

*Dear Council Members:*

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



<i>NAME</i>	<i>APPOINTED</i>	<i>TERM EXPIRE</i>
<i>Michael Grissom Patrol Officer</i>	<i>Nov. 22, 2018</i>	<i>Nov. 22, 2019</i>
<i>Michael Wissbaum Detective</i>	<i>Dec. 1, 2018</i>	<i>Dec. 1, 2019</i>

*Respectfully submitted,  
Sandy Lucy  
Mayor  
MKT:*

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

\* Phoenix Center CID Reappointments

*November 13, 2018  
City Council  
City of Washington  
405 Jefferson Street  
Washington, MO 63090  
Dear City Council Members:*

*I herewith submit for your approval the reappointment of Joseph Vernaci and Sandy Lucy to the Board of Directors of the Phoenix Center II Community Improvement District with terms expiring November 2022.*

*Respectfully Submitted,  
Sandy Lucy  
Mayor*

A motion to accept and approve the reappointments was made by Councilmember Sullentrup, seconded by Councilmember Patke, passed without dissent.

**PUBLIC HEARINGS**

\* Postpone rezone request – 505 W 2<sup>nd</sup> Street from R-2, Residential Two-Family to R-1C, Single-Family Attached

*November 14, 2018  
Mayor & City Council  
City of Washington  
Washington, MO 63090  
RE: File No. 18-1103-Rezoning 505 W. Second Street  
Mayor & City Council,*

*The above mentioned file has been requested to be postponed by the applicant.*

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

**Maniaci:** This was one of the duplexes downtown on West Second Street and there was some confusion about the ownership. Someone had passed away and so we didn't have the correct names on the application so it's been postponed until December.

A motion to table the rezone request was made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

\* Special Use Permit – 504 W. 3<sup>rd</sup> Street – Vacation Rental

*November 14, 2018*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*RE: File No. 18-1102-Special Use Permit-504 W Third Street-Vacation Rental*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on November 13, 2018 the above mentioned Special Use Permit was approved with a unanimous 9-0 vote in favor.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Mayor:** Okay, Sal.

**Maniaci:** John, would you mind pulling that up real quick? Should be one of the PowerPoints, the other one on the right. So this is pretty straight forward. This is another Airbnb Short Term Lodging located at 504 West Third Street. The only other difference is actually theirs one in the vicinity so this house right here is currently used as a Bed and Breakfast. They are asking for and it was granted a Special Use Permit years ago, this one is asking for the same.

They do have off street parking that is in close proximity to walking distance of Downtown, so we think it's in an appropriate area.

It's zoned R-2 Overlay which is what all of the houses are there. I mean they can be used as single-family or two-family and then to have that short term lodging they do need the same Special Use Permit.

**Mayor:** Any questions or comments?

**Holtmeier:** I make a motion.

**Skornia:** Second.

**Lamb:** It's a Public Hearing. You need to open the floor up.

**Holtmeier:** It's a Public Hearing.

**Mayor:** Okay, is there anyone here who would like to address the Council on this item?

**Patke:** It don't look like it.

With no further discussion, a motion to accept the Public Hearing into the minutes was made by Councilmember Holtmeier, seconded by Councilmember Sullentrup, passed without dissent.

**Bill No. 18-11907, Ordinance No. 18-11945, an ordinance granting a Special Use Permit to utilize 504 West Third Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.



With no further discussion, the ordinance was read a second time and passed on the following roll call vote; Mohesky-aye, Skornia-aye, Watermann-aye, Hidritch-aye, Patke-aye, Pettet-aye, Holtmeier-aye, Sullentrup-aye.

\* Establish rules and regulations for the operation of motorized food trucks and Food Truck Vending Districts

**Mayor:** Okay, Sal.

**Maniaci:** So this is a Public Hearing for establishing the Food Truck Regulations and the Vending Districts. We went over this at Admin and Operations in October. There was a couple of comments. We, I think, we addressed those.

You can see in your ordinance it has most of the same regulations that we had previously. Some of the concerns were that permit fees, that if say Lourdes was doing their food truck event if these vendors would have to get a \$500 or \$125 permit fee and this is for, if they're going on public ground only. If they're going to be doing it at on their own time as their own business, if they're part of another special event they have to get a business license. They're not going to be required to get this food truck vendor, this is if only they're going to be doing it as a separate business from a special event.

And then, trying to figure out what the other thing I changed was, I think that was it. That was the only thing that we actually...

**Mohesky:** (*Inaudible*)...real quick here.

**Maniaci:** Yeah.

**Mohesky:** On Section 4 a. there where it talks about insurance, do we require them to have a set amount for insurance?

**Maniaci:** Yes, on you know what I, it's not stated in there but it is on the application. It is for not less than \$1,000,000.

**Mohesky:** Less than, okay; that's good. And then the second one was on that Section 7 there, as far as the district, we have a designated district for food trucks yet, or not?

**Maniaci:** So this ordinance also does that. So, John if you want to go to the Adobe. And so this ordinance should also be designating both of these.

First one is for Downtown Vending District. You can see here it goes down on Front Street encompasses in front of Rhine River and our publicly owned parking lot there. The Riverfront as well as the graveled area and then over to Market. Cuts back over away from the residential area down to, I'm sorry, this is Market. It goes back over to Jefferson and then down to Fifth.

**Mohesky:** Is there any reason we jump out to Market there? I mean not just go straight down to Jefferson?

**Maniaci:** Honestly because of the construction going on here. You're correct, this is residential.

**Mohesky:** Yep.

**Maniaci:** That's being built now. I just added, to be honest I followed the TIF District.

**Mohesky:** No, I'm with you.

**Maniaci:** So.

**Mohesky:** I'm with you. I'm stating if you're going to stay out of housing neighborhoods...

**Maniaci:** Yeah, that could be amended to go right down Jefferson.

**Maniaci:** Yeah, that could be amended to go right down Jefferson.

**Lamb:** There is a lot of housing down there.

**Mohesky:** I know.

**Lamb:** It's all housing.

**Mohesky:** You're right.

**Maniaci:** And those green dots are restaurants so this will be updated as new restaurants open to make sure when we had this out, they know that they have to be 200 feet away from there.

**Sullentrup:** So is our public parking lot down on the Riverfront not included?

**Lamb:** It is included.

**Maniaci:** Yep, it's right here.

**Sullentrup:** No, the one down by...

**Mohesky:** Yeah, it's there.

**Sullentrup:** Yeah.

**Maniaci:** Yeah, here it is in front of...

**Sullentrup:** Yep, I see it.

**Mohesky:** Yep.

**Maniaci:** There.

**Mohesky:** Cool.

**Maniaci:** And the second district, if John you want to go to that second tab, it is encompassing the Fairgrounds for events that our Parks and Rec would want to host out there. Even if a different organization would have a food truck event, as well as Lakeview Park and the Ballfields, so if someone wanted to set up during a busy Saturday or tournament that they could do so.

**Mohesky:** Okay.

**Holtmeier:** Good.

**Piontek:** Sal, those two maps are not specifically incorporated into this ordinance.

**Mohesky:** Yeah.

**Piontek:** Just ask that the Council can establish them as they deem appropriate. If the Council is going to approve this ordinance, then the second thing that you need to do is approve those two vending districts.

**Mohesky:** Okay.

**Mayor:** Do we have to put that back onto the agenda or can we do that tonight?

**Piontek:** You can do that tonight.

**Maniaci:** Okay.

**Piontek:** After you adopt this ordinance. Assuming...*(inaudible.)*

**Mayor:** Okay, this is a Public Hearing.

**Watermann:** I have a question Sal.

**Maniaci:** Yes.

**Watermann:** So this and this may not be a question you know the answer to, but when the Health Department inspects, do they also inspect for fire for safety like having making sure that restaurants have adequate fire extinguishers?

**Maniaci:** I don't know that for sure, but I would be surprised that they verify if the Health Department would verify if the location of a fire hydrant or a fire extinguisher...



**Mohesky:** We brought the Fire Department just because of this tonight.

**Watermann:** Just because of this?

**Mohesky:** Come on up.

**Lamb:** Come on up Tim. We know you...

**Watermann:** Because the other the concern that I have is food trucks. You know in that close space, they I know that they're more of a fire hazard even than restaurants are because you've got such an enclosed space with cooking going on there and we don't have any requirements for that sort of safety.

**Frankenberg:** That's why I'm here.

**Watermann:** Oh.

**Frankenberg:** I don't know if I've caught it in. If we've missed it, if the Fire Department missed it in the October Operations, I'd like to apologize. That's one thing that I've noticed missing in the ordinance, is there's no fire safety provisions.

There was a truck that exploded, a food truck that exploded in Philadelphia a few years back that killed two people. Looking at the NFPA statistics, there's 580 propane fires as first point of ignition in vehicles since between 2011 and 2014. So that's a concern.

If you look at the City of St. Louis as well as the City of Chicago, they've done some pretty proactive measures for fire protection in food trucks particularly in the safety side of it. Hard piping rather than running cheaper rubber hose or flexible line inside these food trucks. The State of Missouri also has requirements for propane being established in a vehicle, so that is a concern I have from a fire perspective and a safety perspective of the ordinance.

I love the idea, I mean I eat at a food truck regularly. I just think there's some provisions that we need to do.

I think the City of St. Louis has a good footprint. It's not real restrictive, they're using an NFPA guidelines that are fairly straight forward. The codes have not kept up with this. There's a couple of hundred thousand food trucks estimated to be on the road with this foodie craze so the codes are very slow to react to that. NFPA 1 and NFPA 96, NFPA 1 is the Fire Prevention Code. National Fire Protection Association Code and NFPA 96 is talking about the ventilation same thing that we use in restaurants requirements for hood systems hood protection. If you're frying with grease in these things, they need to be properly protected.

The two big questions, the two big safety issues are grease fires and more importantly and honestly is propane. That's the big, big, the big one is propane. Not changing propane cylinders while you're cooking, having somebody competent working with it as well as spacing. There's even spacings from NFPA under the recommendation of distance between food trucks and distances from buildings as well. There's some phenomenal statistics on the power of propane. One 20-pound cylinder has the equivalent of 176 sticks of dynamite. There was a food truck exploded in March of this year in Minnesota, it could be heard, the blast could be heard six miles away. So it's a significant amount of energy there with these propane cylinders in these trucks.

So I would recommend that the ordinance, if this passes we follow-up with another ordinance looking at the fire safety side of this.



**Frankenberg:** And we would have the Building Department would actually be the, that's where we would push the permitting through...

**Unknown:** Sure.

**Frankenberg:** If there were any inspections, I don't think necessarily that the City may need to get into the inspection business, but have them provide documentation. When they're setting up in one of these districts setting up appropriately that they're far enough from buildings, they're far enough from one another, and if we need to spot check one for public complaint we would at least have some backing to go back on if we had some ordinance language.

**Mohesky:** Do you know is there any certifications out there for these food trucks, like they gotta be checked once a year, nothing like that out there?

**Frankenberg:** No, really the codes haven't caught up. Looking at the, doing some research on this, the State of Missouri does have propane regulations on mobile vehicles and that is what the City of St. Louis is using as well as the NFPA guidelines that are out there.

NFPA is trying to catch up and after the explosion that killed those folks in Philadelphia, that's when people started to get on board. Chicago is the leader in it to be quite frank with you; City of St. Louis is trying to mimic them. City of Chicago requires all kinds of requirements that I think are far and beyond what we're capable of right now, but looking at the City there's *(inaudible)*...number of those types of trucks in there that are substantially at more risk.

**Sullentrup:** I know that Sal's worked really hard on this, but do you think that it would be right to maybe table this and get it going...

**Lamb:** Yeah, yeah we have...

**Maniaci:** *(Inaudible)*...Public Hearing.

**Mohesky:** It's winter time, it's not in a rush right now.

**Lamb:** Yeah.

**Maniaci:** Yeah, I think it's the whole point was to get comments. We had the Public Hearing which is what we need to do and the ordinance can always be done later.

**Mohesky:** Yep. So, Mark since he's going to do that do we just go ahead and have him add that into the ordinance, the actual maps too?

**Piontek:** Yeah...*(inaudible.)*

**Maniaci:** You know what, this is not updated.

**Watermann:** Well couldn't there be some benefit to having the maps separate though because that way we wouldn't have to change the whole ordinance to change the...

**Piontek:** Well the way the code is written...

**Mohesky:** It's tied in.

**Piontek:** You have the ability to adopt additional districts as you deem appropriate.

**Mohesky:** Yeah.

**Piontek:** I just want to have something in the record that says yes, we've adopted these particular districts. If you want to include them into the ordinance that's fine, you don't want to include them into the ordinance, if you just want to make a motion to adopt them, that's fine too.

**Lamb:** Mark...

**Piontek:** In some way there's gotta be some official approval.

**Lamb:** But if we added an additional map, I mean you would be passing it by ordinance at a later date anyway, right?

**Piontek:** Not necessarily.

**Lamb:** Okay.

**Piontek:** You won't do it for a Festival Districts but you could.

**Lamb:** I was just saying it seems like it's going to come back in front of you anyways...*(inaudible.)*

**Watermann:** *(Inaudible)*

**Mohesky:** It doesn't matter one way or the other I guess.

**Lamb:** Yeah.

**Mohesky:** Half a dozen one, half a dozen the other. Alright.

**Mayor:** Okay, so do we need to...

**Mohesky:** *(Inaudible)*...needs to change, well if we're done with the...

**Mayor:** Well the, I guess that we have to accept the Public Hearing into the minutes, right?

**Piontek:** Yes.

**Lamb:** Yes.

**Mayor:** Because we've done that now.

With no further discussion, a motion to accept the Public Hearing into the minutes was made by Councilmember Patke, seconded by Councilmember Watermann, passed without dissent.

### CITIZENS DISCUSSIONS

\* None

### UNFINISHED BUSINESS

\* None

### REPORT OF DEPARTMENT HEADS

\* Director of Public Services, John Nilges updated Council on Oak Street, Bieker/Steutermann Overlay, West Main Street sidewalks, and the Trash Tippers. A brief discussion ensued regarding asphalt on West Main Street.

### ORDINANCES/RESOLUTIONS

**Bill No. 18-11908, Ordinance No. 18-11946, an ordinance accepting the bid from Nappier Construction D.B.A. Shingle-Tech and to approve the purchase and installation of asphalt roofing and materials by the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Patke.

After a brief discussion, the ordinance was read a second time and passed on the following roll call vote; Mohesky-aye, Skornia-aye, Watermann-aye, Hidritch-aye, Patke-aye, Pettet-aye, Holtmeier-aye, Sullentrup-aye.

**Bill No. 18-11909, Ordinance No. 18-11947, an ordinance authorizing and directing the execution of a contract with SCS Engineers for the Semi-Annual Groundwater Monitoring Program at the Struckhoff Sanitary Landfill in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.



After a brief discussion, the ordinance was read a second time and passed on the following roll call vote; Mohesky-aye, Skornia-aye, Watermann-aye, Hidritch-aye, Patke-aye, Pettet-aye, Holtmeier-aye, Sullentrup-aye.

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

- \* Preliminary Plat – Stone Crest Re-subdivision, Lot 77  
*November 14, 2018*  
*Mayor & City Council*  
*City of Washington*  
*Washington, MO 63090*  
*RE: File No. 18-1101-Preliminary Plat-Stonecrest Resubdivision, Lot 77*  
*Mayor & City Council,*  
*At the regular meeting of the Planning & Zoning Commission held on November 13, 2018*  
*the above mentioned was approved with a unanimous 9-0 vote in favor.*  
*Sincerely,*  
*Thomas R. Holdmeier*  
*Chairman*  
*Planning & Zoning Commission*

After a brief discussion, a motion to accept this item into the minutes was made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

**Bill No. 18-11910, Ordinance No. 18-11948, an ordinance approving the Final Plat of Stone Crest Re-subdivision, Lot 77, in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Skornia.

With no further discussion, the ordinance was read a second time and passed on the following roll call vote; Mohesky-aye, Skornia-aye, Watermann-aye, Hidritch-aye, Patke-aye, Pettet-aye, Holtmeier-aye, Sullentrup-aye.

### **MAYOR'S REPORT**

- \* Council Workshop Meeting is December 3, 6 p.m. with the Council Meeting at 7 p.m.
- \* Employee Thanksgiving Dinner is Tuesday at City Hall.
- \* Parade of Lights is Friday with the Olde Fashion Christmas on Sunday.
- \* Happy Thanksgiving.

### **CITY ADMINISTRATOR'S REPORT**

- \* Parks Director Interview Committee completed their first round of interviews. Second round will be scheduled for the first week of December.
- \* Park Fees Committee met with Post 218.
- \* Aquatics Complex Committee will meet with Councilman-Hunsaker on Monday at 3 p.m.

### **COUNCIL COMMENTS**

- \* Brief discussion on POW/MIA Designation.

**CITY ATTORNEY'S REPORT**

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 7:46 p.m. on the following roll call vote; Mohesky-aye, Skornia-aye, Watermann-aye, Hidritch-aye, Patke-aye, Pettet-aye, Holtmeier-aye, Sullentrup-aye.

The regular session reconvened at 8:40 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn was made at 8:40 p.m. by Councilmember Sullentrup, seconded by Councilmember Mohesky passed without dissent.

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

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

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

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

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

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

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, NOVEMBER 26 2018**

**INTRODUCTORY ITEMS:**

The Special Meeting of the City of Washington, Missouri, City Council held on Monday, November 26, 2018 at 4:30 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Sandy Lucy	Present
<b>Council Members:</b>	<b>Ward I</b>	Steve Sullentrup Present Susan Watermann Present
	<b>Ward II</b>	Jeff Mohesky Absent Mark Hidritch Present
	<b>Ward III</b>	Jeff Patke Present Greg Skornia Present
	<b>Ward IV</b>	Joe Holtmeier Absent Gretchen Present
<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Mary Trentmann
	Director of Public Services	John Nilges

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 and Adjustment of Agenda:**

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

**ORDINANCES/RESOLUTIONS**

**Bill No. 18-11910, Ordinance No. 18-11948, an ordinance authorizing and directing the execution of a Third Amended Fixed Base Operator Agreement by and between the City of Washington, Missouri and Washington Aviation, Inc.**

The ordinance was introduced by Councilmember Patke.

After a brief discussion, the ordinance was read a second time and passed on the following roll call vote; Sullentrup-aye, Skornia-aye, Pettet-aye, Watermann-aye, Patke-aye, Holtmeier-absent, Hidritch-aye, Mohesky-absent.



**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 4:39 p.m. by Councilmember Sullentrup, seconded by Councilmember Hidritch passed without dissent.

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

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

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

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

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

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

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

December 3, 2018

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

Dear Mayor and Council Members:

The Washington Tourism Commission hereby submits for your approval the reappointment of Bridgette Kelch, to serve on the Tourism Commission. This commission will expire December 2021.

Respectfully submitted,



Darren Lamb  
Secretary

MKT:



November 26, 2018

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>APPOINTED</u>	<u>TERM EXPIRES</u>
Zachary Yawitz Patrol Officer	Dec. 19, 2018	Dec. 19, 2019
Benjamin Juergens Patrol Officer	Jan. 3, 2019	Jan. 3, 2020
Jason Gibson Patrol Officer	Jan. 3, 2019	Jan. 3, 2020

Respectfully submitted,

Sandy Lucy  
Mayor

MKT:



# Washington Police Department

CHIEF OF POLICE EDWARD T. MENEFEE

301 JEFFERSON STREET

WASHINGTON, MISSOURI 63090

(636) 390-1055 Fax: (636) 390-2455

[emenefee@ci.washington.mo.us](mailto:emenefee@ci.washington.mo.us)

DATE: November 19, 2017  
TO: Mayor Sandy Lucy  
SUBJECT: Reappointment of Police Officers

Honorable Mayor,

I respectfully request the following police officers be re-appointed for one year terms with the Washington Police Department:

NAME	TERM BEGINS	TERM ENDS
<b>ZACHARY YAWITZ</b> Police Officer	<b>DECEMBER 19, 2018</b>	<b>DECEMBER 19, 2019</b>
<b>BENJAMIN JUERGENS</b> Police Officer	<b>JANUARY 03, 2019</b>	<b>JANUARY 03, 2020</b>
<b>JASON GIBSON</b> Police Officer	<b>JANUARY 03, 2019</b>	<b>JANUARY 03, 2020</b>

These officers are performing admirably. They are fine police officers for the City of Washington, a credit to the force and officers the citizens can be proud of.

Thank you for your consideration.

Respectfully,

Handwritten signature of Edward T. Menefee in cursive.

Edward T. Menefee  
Chief of Police



November 28, 2018

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

RE: Employee Insurance

Dear Mayor & Council Members:

Staff meet with Scott Schroeffer of Schroeffer Insurance and he presented his recommendations on employee insurance renewals. Scott has provided the City with efficient, professional and valuable assistance in being able to offer our employees healthcare coverage at an affordable price.

It is the recommendation of staff to accept Scott's suggestion and stay with UHC medical insurance, Mutual of Omaha for basic and voluntary life insurance, Standard Insurance for vision and also dental, and moving the flexible spending account to Infinisource in order to keep the cost increase at a minimum.

With your approval staff will proceed with the recommendation.

Respectfully submitted,

Shauna Pfitzinger  
Human Resources Generalist

ba





November 26, 2018

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

RE: Lease Agreement Termination-Big Driver & Little Putter Golf Facility

Honorable Mayor and City Council,

The Parks Commission meeting held on Wednesday, November 7, 2018, after a considerable amount of discussion, the Parks Commission voted unanimously to support a motion to terminate the lease agreement with L.B. Eckelkamp for the use and operations of the Big Driver & Little Putter Golf Facility.

The Parks and Recreation Department has reviewed the recommendation made by the Parks Commission and is in full support. If you have any questions or require additional information, please advise!

Respectfully,

A handwritten signature in black ink, appearing to read "Sparky Stuckenschneider".

Sparky Stuckenschneider  
Chair Parks Commission

bb



11/26/2018

Debbie Door  
Franklin County Clerk  
400 E. Locust  
Union, MO 63084

Re: Submission of Ballot Language – Library Property Tax Increase

Debbie,

Please accept this letter as our submission of the ballot language for the April 2019 election.

**Name – Proposition L**

**Shall there be a tax increase of 10 cents over the present 10 cent tax for the Washington Public Library District in Washington, Missouri?**

Sincerely,

Leon Hove  
Library Board President  
Washington Public Library

bc

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

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

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR THE OPERATION OF MOTORIZED FOOD TRUCKS AND PROVIDING FOR THE ESTABLISHMENT OF FOOD TRUCK VENDING DISTRICTS IN THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: A motorized food truck shall be a single, self-contained, motorized vehicle with valid unexpired license plates. Proof of licensing and registration shall be submitted with the application.

SECTION 2: All motorized food trucks shall be subject to and comply with the laws of the City of Washington including but not limited to parking, health, safety and licensing laws.

SECTION 3: A motorized food truck vendor shall fill out an application to obtain a permit from the City Clerk to vend in the approved vending districts; obtain a business license from the City of Washington; and a Health Department Food Permit from the Franklin County Health Department.

SECTION 4: All Motorized food trucks shall be subject to the requirements set forth by the Washington Fire Department as stated below:

- a. If propane is used as a the fuel source for cooking appliances, provide a copy of LP Gas System Annual Leak Test as performed by an approved inspection agency, a company that is registered with the U.S. Department of Transported or a contractor registered with the Missouri Propane Safety Commission.
- b. Have LP gas tanks sized in accordance with the appliance using LP gas. No one tank shall exceed 100lbs and there shall not be more than two (2) tanks installed per vehicle. A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.
- c. If Compressed Natural Gas (CNG) is used as the fuel source for cooking appliances, provide a copy of the most recent container inspection and the name of the qualified service facility that performed the inspection. The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds water capacity. A listed methane gas alarm shall be installed within the vehicle in accordance with the manufacturer's instructions.
- d. An approved Fire Suppression System shall be installed above any cooking operation that is capable of producing grease laden vapors or smoke.
- e. A copy of semi-annual fire suppression systems inspection reports as completed by a licensed contractor shall be submitted.
- f. The vehicle shall have Class K and 10lb ABC extinguishers installed and be serviced annually.



- g. The vehicle shall be at least 10 feet from buildings, other vehicles, or combustibles.
- h. The vehicle shall not block fire hydrants, fire lanes, fire department connection, or exits.
- i. Generators shall be 10 feet from buildings, structures, vehicles and combustibles.

SECTION 5: Applicants shall submit with the application the following information:

- a. The food truck registration public safety form to be approved by the Fire Chief.
- b. The motorized food truck vehicle insurance information (the Certificate of Insurance) shall name the City of Washington as an additional insured and indemnify and hold harmless the City of Washington
- c. A description and photo of how the motorized food truck will be set up.
- d. Proof of motor vehicle licensing and registration
- e. A permit fee of \$500 annually or \$125 quarterly.

SECTION 6: Motorized food truck vendors shall have a Health Department Food Permit and be subject to and comply with the Franklin County Health Code.

SECTION 7: Permitted motorized food truck vendors shall only vend at locations within the approved vending districts. No location shall be within two hundred (200) feet of a restaurant or an approved road side stand vendor space.

SECTION 8: The City Council of the City of Washington, Missouri shall establish such vending districts as it deems appropriate. Motorized food trucks shall operate only within these approved districts.

SECTION 9: A motorized food truck vendor shall only sell food and beverages and the vendor is prohibited from selling alcohol and/or beer. Beverages shall be dispensed in cans or paper/plastic cups only (no glass). All Federal, State and local regulation pertaining to the quality of food products offered for sale shall be met.

SECTION 10: A motorized food truck vendor, at all times, shall ensure that a minimum of four (4) feet of unobstructed sidewalk remains open for pedestrian and wheelchair traffic. All points of sale shall occur on the curbside side of the street from a sales window.

SECTION 11: A motorized food vendor, at termination of operations each business day, shall remove all items, containers, debris, etc. The vendor shall collect and dispose of all litter and garbage incidental to the operation of his/her vending business. The cleanliness of the specific area of operation shall be the sole responsibility of the vendor. Licensed vendors shall not place refuse from their operation in or beside any public trash container or in any drain along the streets and side-walks. Prior to the permit being issued, vendors shall also submit a trash disposal plan with the application.

SECTION 12: Every motorized food truck vendor shall indemnify and save harmless the City of Washington for all suits or actions brought against the City for or on account of

any injuries or damages received or sustained by any party or parties for or from the said vendor.

SECTION 13: A motorized food truck vendor may be parked outside of an approved vending district when participating in a Special Event or Festival with the consent of the event organizer.

SECTION 14: A motorized food truck vendor shall not vend before 6:00 am or after 1:00 a.m.

SECTION 15: A motorized food truck vendor shall operate all aspects of the business (cooking, sales and supplies) within the truck.

SECTION 16: A motorized food truck vendor shall provide, at the vendor's expense, all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electric or other utility will be supplied by the City.

SECTION 17: No form of intimidation, disorderly behavior, or misconduct shall be tolerated. This applies not only the public, but actions towards other vendors operating under these rules and regulations.

SECTION 18: A motorized food truck vendor's permit shall not be assignable in whole or part, nor any portion of the food truck sublet to another vendor.

SECTION 19: The City Clerk may revoke any Motorized Food Truck Vendor's License issued by the City Clerk if the Vendor violates any provisions of this Ordinance listed above or any license rules or regulations promulgated by the City.

SECTION 20: This ordinance shall establish vending districts in the City of Washington as shown in attached Exhibits A and B.

SECTION 21: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 22: 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

7a

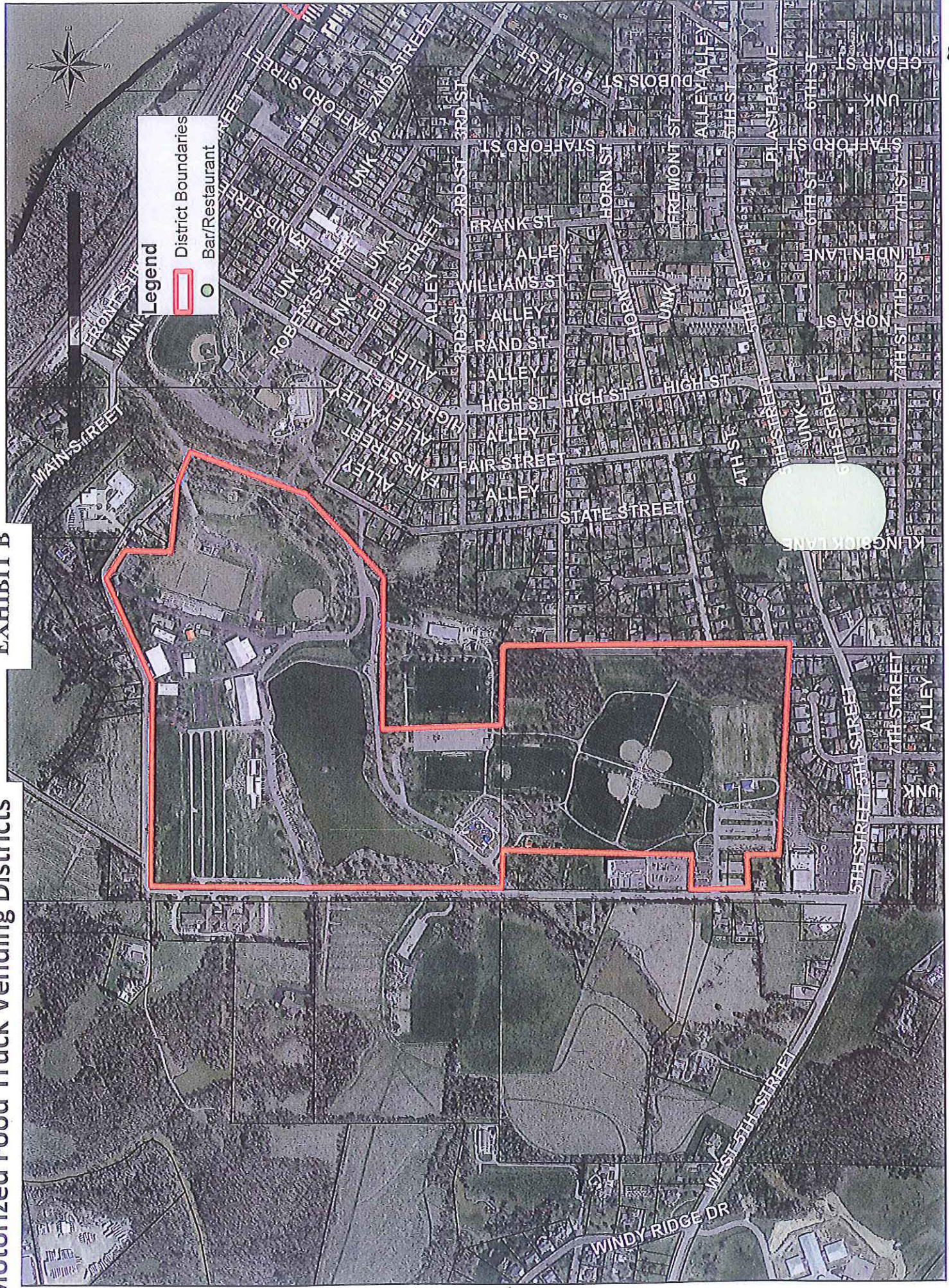






# Motorized Food Truck Vending Districts

## EXHIBIT B





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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT WITH SCI ENGINEERING, INC. FOR ARCHAEOLOGICAL SURVEY SERVICES IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

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

SECTION 1: The City of Washington, Missouri, is hereby authorized and directed to execute an Agreement by and between the City of Washington, Missouri and SCI Engineering, Inc. for Professional Engineering Services associated with performing an Archaeological Survey of portions of the Busch Creek Greenway. A copy of the agreement is attached and is marked as "Exhibit A".

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

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

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

PASSED: \_\_\_\_\_

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

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

APPROVED: \_\_\_\_\_

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

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



EXHIBIT A



SCI ENGINEERING, INC.

47 St. Andres Drive

Union, Missouri 63084

636-584-7991

[www.sciengineering.com](http://www.sciengineering.com)

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Busch Creek Greenway — Phase One CRS

Project Number: 2018-5071.40/ DLB

Date: November 2, 2018

Fee: \$4,700.00

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Party responsible for payment: (if different than Accepted By)

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Report Distribution (Note: Additional report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSM0. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.  
47 St. Andres Drive  
Union, Missouri 63084 636-584-  
7991 www.sciengineering.com

#### GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives

for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that required by the City. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1 1/2 percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

7. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this

7b



project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

8. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

9. **SITE SAFETY** With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

10. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

11. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

12. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

13. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from

the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

14. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans,

specifications, or recommendations when SCI is not retained to observe such implementation.

15. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

16. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

17. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts Of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supercede more stringent requirements of local ordinances.





**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

November 2, 2018

Mr. Sal Maniaci  
Community & Economic Development Director  
City of Washington  
405 Jefferson Street  
Washington, Missouri 63090

RE: Proposal for a Phase One Cultural Resource Survey  
Busch Creek Greenway  
Washington, Missouri  
SCI No.: 2018-5071.40

Dear Mr. Maniaci:

SCI Engineering, Inc. (SCI) is pleased to submit this proposal to perform a Phase One Cultural Resource Survey (CRS) of the proposed Busch Creek Greenway within the City of Washington, Missouri. The purpose of SCI's CRS will be to identify, to the extent possible, the archaeological and historical impacts of the proposed project. This will be accomplished by performing field investigations, laboratory analysis of collected artifacts, reporting, and preparation for curation of artifacts. Details of these activities are presented herein.

Private undertakings that involve federal permits, licenses, or funding require a CRS by the authority of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), the Archaeological Historic Preservation Act of 1974 (Executive Order 11593), and Title 36 of the Code of Federal Regulations (Part 60 through 66 and 800, as appropriate).

SCI also offers other services for preliminary site development and due diligence. These services include:

- Phase One Environmental Site Assessments,
- Wetland delineation/Section 404 permitting, and
- Geotechnical Investigations.

If you would like to discuss these services in more detail or need a proposal, please let us know.

## **SCOPE OF SERVICE**

### **Field Investigations**

SCI will conduct all fieldwork according to the professional standards and guidelines set forth within the Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation (Federal Register 2004) and Missouri State Historic Preservation Office (SHPO) survey guidelines.

Portions of the Busch Creek Greenway are to be placed within existing roads while roughly 5,500 feet of the Greenway corridor (two separate segments; one 3,000 feet and a second of 2,500 feet) will be constructed off of existing roads and represents new construction. It is this 5,500 feet that will need to be subjected to a CRS.

Field methods will depend upon topography, ground surface visibility, and other factors. Visual inspection is employed in areas with steep slopes, within wetlands or standing water, or where there is evidence of severe erosion, scouring, or non-agricultural ground disturbance. In areas where the ground surface visibility is greater than approximately 25 percent (high visibility), a pedestrian survey will be performed. Pedestrian surveys involve walking transects across the project area at 5-meter intervals examining the surface for evidence of archaeological deposits. In areas where the ground surface visibility is less than about 25 percent (low visibility), a shovel probe survey will be performed. Shovel probe surveys entail the hand-excavation of a small hole to the base of the plowzone and screening of the resultant spoil through ¼-inch hardware cloth. SHPO has mandated that these shovel probes should be no more than 15 meters apart. Therefore, shovel probe surveys are more costly as they require additional time and labor. SCI understands that the 5,500 foot project area lies primarily within grass-covered or overgrown areas. Therefore, the cost estimate provided herein is for a shovel test survey of the entire 5,500 foot project area. Collection protocol will require collection of diagnostic cultural materials greater than 50 years in age.

Within floodplain environments, the Missouri SHPO requires a geomorphological study to investigate the possibility of deeply buried cultural deposits. Many large, significant sites have been found on landforms and in buried soils. As portions of this project run along Busch Creek, it is anticipated that some deep testing will be needed. The deep testing will consist of the excavation of a series of hand-auger tests, excavated to a depth at least as deep as the proposed project will disturb. SCI will perform this investigation as part of the Phase One CRS.

Unmarked human burial sites are very difficult to locate because these usually leave no ground surface indication of their presence. As such, the identification of locations of unmarked human burials is beyond the scope of this survey. If, however, human remains are located, during this investigation or during subsequent construction activities, the client will need to follow the Unmarked Human Burial Statute, Missouri Revised Statutes 196.400-410 and will contact local authorities. If the remains are determined to be archaeological in nature, contact with the SHPO will be required to initiate consultation. While the notification and consultation are in progress, no work will be permitted within a 50-foot radius of the find. If removal of these remains is required, SCI can provide an additional proposal to perform this work.

### **Laboratory**

Materials recovered from the field investigation will be washed, sorted, bagged, and prepared for curation. The artifacts will then be analyzed to establish the temporal affiliations of each site, and to interpret the activities conducted at each site by prehistoric or historic people. Recovered artifacts will be deposited at a curatorial facility approved by the SHPO.

### **Reporting**

A written report outlining the results of the survey will be prepared in accordance with state and federal guidelines. SCI can verbally report on findings of the survey to the client with the client's understanding that final results will be documented in the written report. If requested, SCI can submit copies directly to the SHPO on the client's behalf.



### **ESTIMATED SCHEDULE**

SCI can commence fieldwork within five working days after receipt of the enclosed *Acceptance of Proposal for Professional Services* sheet, weather pending. Fieldwork will take approximately one day to complete. The report of the Phase One CRS can be completed within two to three weeks after the completion of fieldwork.

### **SERVICE FEE**

SCI will perform the Phase One CRS for a fee of **\$4,700.00**. SCI's estimate is based upon information regarding mobilization, project size, ground cover, and location.

Costs associated with the curation of recovered material are dependent on the site and the amount of material collected and, therefore, cannot be estimated at this time. Once fieldwork and reporting are complete, SCI will arrange to curate the recovered material at an SHPO approved facility. SCI utilizes the University of Missouri Anthropology Museum (UM) repository for curation of material recovered from their projects. The UM fee for the curation of one box of material for perpetuity is \$350.00 (MO). Costs associated with curation of material generated from this project will be billed at the time of the invoice for the project and will be provided as a separate line item on the invoice in addition to the Phase One CRS fee estimate provided herein.

The findings from this initial assessment may indicate the need for additional cultural resource activities (e.g., Phase Two or Phase Three). SCI will contact the client as soon as possible if such activities are foreseen as necessary. Please note that any subsequent completion of Phase Two investigations will require additional effort that cannot be estimated at this time.

Additional services by SCI might involve meetings and/or extensive telephone conversations to discuss the content and recommendations provided in the report. Our charges for these additional services would be on an hourly basis.

### **ACCEPTANCE**

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form, and their lender (if applicable). Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.



Mr. Sal Maniaci  
City of Washington

4

November 2, 2018  
SCI No. 2018-5071.40

Thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, or desire to modify the proposed scope, please do not hesitate to call.

Respectfully,

**SCI ENGINEERING, INC.**



Don L. Booth  
Chief Archaeologist

DLB/lf

Enclosures

N:\Union\wetapps\PROJECT FILES\2018 PROJECTS\2018-5071 Busch Creek Greenway\Financial\185071.40 Busch Creek CRS proposal.docx

7b

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

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

AN ORDINANCE ACCEPTING THE QUOTE FROM ARMOR  
EQUIPMENT COMPANY ARNOLD, MO AND TO APPROVE  
THE PURCHASE OF FOUR (4) BAYNE REFUSE CART LIFTERS, AND  
AMEND THE 2019 BUDGET BY THE CITY OF  
WASHINGTON, MISSOURI.

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

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with Armor Equipment Company, Arnold MO in an amount totaling Twenty-Two Thousand Seven Hundred (\$22,700) for the purchase of four (4) Bayne Refuse Cart Lifters.

A copy of said sales contract is attached hereto and marked as "Exhibit A".

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

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

SECTION 4: Approve amending the 2019 budget for purchase of four (4) Bayne Refuse Cart Lifters for the amount of \$23,000 and specifically the following line items:  
420-38-000-542200 Machinery and Equipment \$14,000 Increase;  
420-38-000-534200 Small Tools/Equipment \$9,000 Increase.

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk President of City Council

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk Mayor, Washington, Missouri

7c

Exhibit A

SALES CONTRACT

This Sales Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Armor Equipment Company, 1368 Lonedell Rd, Arnold MO 63010, herein referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one TYMCO Model 600 Sweeper as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with four (4) Bayne Refuse Cart Lifters for payment in the total sum of Twenty-Two Thousand Seven Hundred Dollars and Zero Cents (\$22,700.00).

The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri.

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first written.

SELLER:

CITY:

BY: \_\_\_\_\_  
Company Representative

BY: \_\_\_\_\_  
Mayor — Washington, MO

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

7c





# QUOTATION

Name  
 City of Washington  
 Address  
 405 Jefferson St.  
 City, State, ZIP  
 Washington, MO, 63090

FOB  
 Washington, MO

Delivery Date  
 TBD  
 Other

Date  
 07/26/18

Contact  
 Tony Bonista

Telephone  
 636-390-1037

Fax  
 314-239-8945

Quantity	Description	Each	Total
1	Bayne Revolution Refuse Cart Lifter Featuring: 8-10 Cycle Times 2.0 -2.5 GPM Hydraulic Flow 3000 Maximum PSI Self Lubricating Bearings Painted Yellow.	\$3,600.00	\$3,600.00
1	Hydraulic Tap in Kit	\$1,211.00	\$1,211.00
14	Labor	\$128.00	\$1,792.00
1	Misc shop supplies	\$90.00	\$90.00

Quoted by: Mark Harless  
 Approved by: \_\_\_\_\_  
 Accepted by: \_\_\_\_\_

Sub Total \$6,693.00  
 Freight \$250.00  
 Sales Tax exempt  
 TOTAL \$6,943.00

7c



# QUOTATION

Name  
 City of Washington  
 Address  
 405 Jefferson St.  
 City, State, ZIP  
 Washington, MO, 63090

FOB  
 Washington, MO

Delivery Date  
 TBD  
 Other

Date  
 07/26/18

Contact  
 Tony Bonista

Telephone  
 636-390-1037

Fax  
 314-239-8945

Quantity	Description	Each	Total
1	Bayne Revolution Refuse Cart Lifter Featuring: 8-10 Cycle Times 2.0 -2.5 GPM Hydraulic Flow 3000 Maximum PSI Self Lubricating Bearings Painted Yellow.	\$3,600.00	\$3,600.00
4	Labor	\$128.00	\$512.00
1	Misc shop supplies	\$45.00	\$45.00

Quoted by: Mark Harless  
 Approved by: \_\_\_\_\_  
 Accepted by: \_\_\_\_\_

Sub Total \$4,157.00  
 Freight \$250.00  
 Sales Tax exempt  
 TOTAL \$4,407.00

7c



BILL No. \_\_\_\_\_

INTRODUCED BY: \_\_\_\_\_

ORDINANCE No. \_\_\_\_\_

AN ORDINANCE AMENDING THE 2018 BUDGET FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018, FOR THE CITY OF WASHINGTON, MISSOURI.

BE IT ORDAINED BY the Council of the City of Washington, Franklin County, Missouri, as follows:

SECTION 1. That the budget for the fiscal year 2017-2018 of the City of Washington, Franklin County, Missouri, is hereby amended to appropriate funds as follows:

FUND NAME	ORIGINAL/ AMENDED BUDGET	INCREASE/ (DECREASE)	AMENDED BUDGET
<u>General Fund – 001</u>			
TOTAL REVENUES	\$ 11,081,720	\$ -	\$ 11,081,720
TOTAL OTHER FINANCING SOURCES	1,474,600	-	1,474,600
TOTAL EXPENDITURES	9,898,515	-	9,898,515
Administration	805,435	-	805,435
Municipal Court	34,990	-	34,990
Communications	974,210	-	974,210
Police	2,597,310	-	2,597,310
Finance	543,630	-	543,630
Economic Development	132,895	-	132,895
Engineering, Inspections & Planning	450,585	-	450,585
Streets	1,406,455	-	1,406,455
Building & Maintenance	227,130	-	227,130
Information Technology	510,550	-	510,550
Parks	1,800,470	-	1,800,470
Pool	244,450	-	244,450
Airport	170,405	-	170,405
TOTAL OTHER FINANCING USES	2,699,320	-	2,699,320
CHANGE IN FUND BALANCE	(41,515)	-	(41,515)

**Library Fund -003**

TOTAL REVENUES	295,780	10,000	305,780
TOTAL OTHER FINANCING SOURCES	325,000	-	325,000
TOTAL EXPENDITURES	619,065	10,000	629,065
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	1,715	-	1,715

**Volunteer Fire Fund - 004**

TOTAL REVENUES	92,210	-	92,210
TOTAL OTHER FINANCING SOURCES	651,720	-	651,720
TOTAL EXPENDITURES	689,220	-	689,220
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	54,710	-	54,710

**Vehicle Equipment Replacement Fund - 010**

TOTAL REVENUES	22,000	-	22,000
TOTAL OTHER FINANCING SOURCES	400,000	-	400,000
TOTAL EXPENDITURES	776,145	-	776,145
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(354,145)	-	(354,145)

**Stormwater Management Fund - 250**

TOTAL REVENUES	1,458,075	-	1,458,075
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	2,450,000	-	2,450,000
TOTAL OTHER FINANCING USES	152,000	-	152,000
CHANGE IN FUND BALANCE	(1,143,925)	-	(1,143,925)

**Capital Improvement Sales Tax Fund - 260**

TOTAL REVENUES	2,260,125	-	2,260,125
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	2,414,950	-	2,414,950
TOTAL OTHER FINANCING USES	987,270	-	987,270
CHANGE IN FUND BALANCE	(1,142,095)	-	(1,142,095)

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**Transportation Sales Tax Fund - 261**

TOTAL REVENUES	3,634,500	-	3,634,500
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	1,937,500	-	1,937,500
TOTAL OTHER FINANCING USES	2,285,030	-	2,285,030
CHANGE IN FUND BALANCE	(588,030)	-	(588,030)

**COP Fund 1 - 265**

TOTAL REVENUES	85,000	-	85,000
TOTAL OTHER FINANCING SOURCES	3,272,300	-	3,272,300
TOTAL EXPENDITURES	3,348,100	-	3,348,100
CHANGE IN FUND BALANCE	9,200	-	9,200

**Downtown TIF Fund - 272**

TOTAL REVENUES	210,800	-	210,800
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	163,000	-	163,000
CHANGE IN FUND BALANCE	47,800	-	47,800

**Rhine River TIF Fund - 274**

TOTAL REVENUES	153,650	-	153,650
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	136,000	-	136,000
CHANGE IN FUND BALANCE	17,650	-	17,650

**Water Fund - 400**

TOTAL REVENUES	1,518,300	-	1,518,300
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	2,930,775	-	2,930,775
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(1,412,475)	-	(1,412,475)

**Sewage Treatment Fund - 410**

TOTAL REVENUES	3,002,100	-	3,002,100
TOTAL EXPENDITURES	4,579,245	-	4,579,245
TOTAL OTHER FINANCING USES	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	(1,577,145)	-	(1,577,145)

**Solid Waste Fund - 420**

TOTAL REVENUES	2,536,150	-	2,536,150
TOTAL EXPENDITURES	3,801,950	-	3,801,950
Refuse Collection	826,555	-	826,555
Landfill	2,186,430	-	2,186,430
Recycling	<u>788,965</u>	<u>-</u>	<u>788,965</u>
TOTAL OTHER FINANCING USES	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	(1,265,800)	-	(1,265,800)

**Valent Aerostructures Series 2010 Fund - 839**

TOTAL REVENUES	688,000	18,000	706,000
TOTAL EXPENDITURES	688,000	18,000	706,000
TOTAL OTHER FINANCING USES	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	-	-	-

REASON FOR THE REQUEST:

**To adjust for miscellaneous revenue and investment income and miscellaneous expenses. Also to adjust for an additional receipt and payment for conduit debt.**

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

SECTION 3 - This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: \_\_\_\_\_

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

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

APPROVED: \_\_\_\_\_

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

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



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF  
WASHINGTON TO ACCEPT THE BID FROM SHI  
INTERNATIONAL CORP FOR THE PURCHASE OF 30 NEW  
MICRO FORM FACTOR COMPUTERS.

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

SECTION 1: The City of Washington, Missouri, is hereby authorized and directed to accept the bid from Shi International Corp for the purchase of 30 new Micro Form Factor Computers. A copy of said Bid is marked Exhibit "A" and is attached hereto and incorporated herein by reference as if fully set forth.

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

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

PASSED: \_\_\_\_\_

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

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

APPROVED: \_\_\_\_\_

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

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

**CITY OF WASHINGTON  
BID/QUOTE SUMMARY FORM**

ITEM SPECIFICATIONS ATTACHED	VENDOR	<u>SCW</u>	VENDOR	<u>Shi (State Bid)</u>	VENDOR	<u>WashPC</u>
	ADDRESS		ADDRESS		ADDRESS	
	BID GIVEN BY	<u>Tabitha Glover</u>	BID GIVEN BY	<u>Michael Rutledge</u>	BID GIVEN BY	<u>Tyler Smith</u>
	PHONE	<u>877-468-6729</u>	PHONE	<u>732-652-3055</u>	PHONE	<u>314-500-1000</u>
	*HOW OBTAINED Emailed		*HOW OBTAINED Emailed		*HOW OBTAINED: Written	
<b>ITEMS</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
30 Optiplex 5060 Micro Form Factor Computers	\$ 810.61	\$ 24,318.30	\$ 766.55	\$ 22,996.50	\$ 843.88	\$ 25,316.40
<b>TOTAL BID/QUOTE</b>		\$ 24,318.30		\$ 22,996.50		\$ 25,316.40
<b>DISCOUNT (if any)</b>						
<b>TOTAL NET BID/QUOTE</b>		\$ 24,318.30		\$ 22,996.50		\$ 25,316.40

Bid/Quote Awarded to (circle appropriate total amount) SPECIFICATIONS OF BIDDED/QUOTED ITEM/ITEMS MUST BE ATTACHED

Date \_\_\_\_\_ Department Head Signature \_\_\_\_\_

\*How Obtained reason Verbal, internet, newspaper ad, etc.

If lowest bid not taken give reason: \_\_\_\_\_

If 3 bids/quotes not obtained give reason: \_\_\_\_\_

EXHIBIT A

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# Memo

**To:** Mayor and City Council  
**From:** Mary Sprung  
**Date:** December 3, 2018  
**Re:** Computer Replacement Bids

---

In evaluating the City's computer inventory and system, Wash PC determined that the virtual desktop machines were not functioning well and were causing a lot of issues in the system and with users not being able to efficiently do their job. We have been replacing the virtual machines as the budget allows or when a machine fails.

With the 2019 budget, the City budgeted for \$35,000 for replacement of the virtual machines. At this time, I have solicited bids from 3 vendors, one of which is also a state bid vendor.

My recommendation is to purchase the machines from Shi as they were the lowest and best bid obtained. Total cost for 30 new computers is \$22,996.50.

Set up and configuration will be done by Wash PC as part of their monthly block time.

As always, I am happy to answer any questions.

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A MEDICAL DIRECTOR AGREEMENT BY  
AND BETWEEN THE CITY OF WASHINGTON, MISSOURI  
AND MERCY CLINIC EAST COMMUNITIES

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 Medical Director Agreement by and between the City of Washington, Missouri and Mercy Clinic East Communities, 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

**MEDICAL DIRECTOR AGREEMENT**

**THIS MEDICAL DIRECTOR AGREEMENT** (“Agreement”) is made and entered into effective December \_\_\_\_, 2018 (“Effective Date”) by and between City of Washington, Missouri, acting by and through the **Washington Fire Department** (“Department”) and **MERCY CLINIC EAST COMMUNITIES** (“Mercy Clinic”). **Department and Mercy Clinic shall be referred to collectively as the “Parties” and Individually, a “Party.”**

**WHEREAS**, among other statutorily authorized duties, Department operates, in part, as an emergency medical response agency, as that term is defined in Section 190.100(14) of the Missouri Revised Statutes which provides basic life support services to persons in need within its jurisdiction; and

**WHEREAS**, in accordance with the provisions of Section 190.103.2 of the Missouri Revised Statutes, Department is required to have a medical director who is duly qualified in emergency medicine with expertise and experience in emergency medical services; and

**WHEREAS**, Department and Mercy Clinic have a mutual interest in serving the patients in and around the surrounding community through facilitating prompt access to emergency medical services; and

**WHEREAS**, Mercy Clinic employs Bret Riegel, M.D., a physician trained in providing professional medical direction services, who Mercy Clinic will make available to provide the services set forth more fully below; and Mercy Clinic

**WHEREAS**, Department desires to engage Mercy Clinic to provide a duly qualified physician to serve as Department’s medical director for the provision of services on behalf of Department as described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. **TERM.** This Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year unless earlier terminated as set forth in Section 6 below (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term” and collectively “Renewal Terms”).

2. **RELATIONSHIP OF PARTIES.**

2.1 **Independent Contractors.** Department and Mercy Clinic are independent contractors and this Agreement shall not constitute the formation of a partnership, joint venture agency, employment or master/servant relationship, nor shall



this Agreement be deemed to create any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

2.2 State Law. Department and Mercy Clinic have entered into this Agreement pursuant to the requirement of Section 190.103.4 of the Missouri Revised Statutes that Department maintain an agreement for medical director services to provide appropriate medical direction in connection with Department's basic life support services, as well as providing medical direction and clinical education in the establishment of triage, transport and treatment protocols (the "Services"). Mercy Clinic agrees to provide a medical director to Department and enters into this Agreement to enable Department to comply with Missouri law.

### 3. DESIGNATION OF MEDICAL DIRECTOR; DUTIES AND OBLIGATIONS.

3.1 Medical Director. The parties hereby designate Bret Riegel, M.D. as Medical Director ("Medical Director") under the Agreement, to provide the Services required hereunder.

3.1a EMS Coordinator. The parties acknowledge and agree that there may be dates and times that Medical Director is unavailable to provide the Services and that, in such circumstances, the EMS Coordinator will coordinate services with a qualified physician meeting current state criteria.

3.2 Duties. In addition to the other duties and obligations hereunder, Mercy Clinic, through Medical Director, shall provide and or perform the Services and duties set forth on Exhibit A, attached hereto and made a part herein by this reference.

3.3 Standards. Mercy Clinic, through Medical Director, shall provide the Services in accordance with (a) the professional standards then prevailing in the community; (b) the then currently accepted methods and practices (including codes of ethics) of the American Medical Association and the American Board of Emergency Medicine; and (c) applicable regulatory and accreditation standards.

3.4 Licensure. Mercy Clinic agrees that all times during the term of this Agreement, Medical Director shall have and maintain the following:

(a) a currently valid and unlimited license to practice medicine in the State of Missouri, in good standing;

(b) valid and current unrestricted registrations to prescribe and dispense controlled substances as required by federal, state and local laws and regulations;

(c) board certification and active practice in emergency medicine, or board certification in a primary care specialty (family practice, internal



medicine, or pediatrics) or surgery, with an active practice in emergency medicine, and is current in Advanced Cardiac Life Support, Advanced Trauma Life Support, and Pediatric Advanced Life Support.

4. **GRIEVANCE PROCEDURES.** The parties agree to abide by the grievance procedures set forth in Exhibit B, attached hereto and made a part herein by this reference, which shall govern disputes Department and Mercy Clinic and/or Medical Director, including disputes between Department employees and Medical Director.

5. **INSURANCE.** Notwithstanding any other language in this Agreement, the parties hereto understand that Mercy Clinic and its related companies and affiliates have a self-funded liability pool that provides coverage for professional liability. The insurance requirements set forth in this Agreement are satisfied through this self-funded liability pool. Mercy Clinic, and to the extent authorized by law the Department, agree to hold each other harmless from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from (i) any negligent or willful act or omission of the Party, its agents, or employees; (ii) breach of this Agreement; or (iii) violation of a Law.

6. **TERMINATION.** This Agreement may be terminated as follows:

6.1 Termination Without Cause. At anytime, either party may terminate this Agreement without cause upon at least ninety (90) days prior written notice to the other party.

6.2 Termination For Breach. At any time during the Initial Term or any Renewal Term, either party may terminate this Agreement upon ten (10) days prior written notice in the event that the other party is in material breach of any provision of this Agreement and fails to cure such breach on or before the expiration of a thirty (30) day written notice and cure period ("Cure Period"). Notwithstanding the foregoing, if the breach is cured within the Cure Period but the breaching party commits the same or a substantially similar breach within a six (6) month period following expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement upon notice without affording any further Cure Period.

6.3 Termination Due to Change of Law. In the event that any law or regulation enacted, promulgated or amended, or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction (collectively, a "Change of Law") occurs after the Effective Date of this Agreement that, in the opinion of Department's or Hospital's legal counsel, affects or may affect the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then as soon as reasonably practical following written notice by such counsel to the parties, the parties shall meet to negotiate in good faith an amendment or substitute agreement to implement the original intention of the parties to the extent possible in light of the Change in Law. If no such amendment can be agreed upon in the reasonable opinion of either party within one hundred (100) days of



receipt of counsel's notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice.

6.4 Immediate Termination. This Agreement shall terminate immediately if either Department or Mercy Clinic loses its applicable service provider license, certification or, if applicable, accreditation or is convicted of a criminal offense related to health care or is listed by a federal agency as debarred, excluded or otherwise illegible for federal health care program participation.

7. NOTICES. Every notice, request, demand, and other communication contemplated by this Agreement shall be in writing and deemed to have been made either when personally delivered to the respective party, deposited in the U.S. mail, postage prepaid, by regular or certified mail, return receipt requested, to the address of the respective party stated below or such changed address as such party may give by written notice to the other, or when delivered by facsimile transmission with delivery confirmed to the addressee.

If to Department: City of Washington, Missouri  
Attn: City Administrator  
Attn: Fire Chief  
405 Jefferson Street  
Washington, Missouri 63090

With a copy to: Mark C. Piontek  
Lewis Rice LLC  
1200 Jefferson Street  
P.O. Box 1040  
Washington, Missouri 63090

If to Hospital: Mercy Clinic East Communities  
901 East Fifth Street  
Washington, MO 63090  
Attn: President & Chief Executive Officer

With a copy to: Mercy Health East Communities  
Legal Department  
14528 S. Outer Road  
Suite 100  
Chesterfield, MO 63017  
Attn: Vice President Regional General

Counsel

8. GENERAL.

8.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

8.2 Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all previous agreements and understanding between the parties with respect to the subject matter hereof.

8.3 Amendments/Modifications. This Agreement shall not be amended or modified except by a subsequent written agreement between duly authorized representatives of Department and Hospital.

8.4 Waiver of Breach. The waiver by either party of a breach of violation of any provisions of this Agreement shall not operate as, nor be construed to be as a waiver of any subsequent breach of the same or any other provision hereof.

8.5 Severability. In the event any provision of this Agreement is invalid or unenforceable, such invalid or unenforceable provision shall not be invalidated or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision were not a part hereof, provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party, have a material effect on such party's rights and obligations under the Agreement, then the Agreement may be terminated by such party upon thirty (30) days prior written notice by such party to the other party.

8.6 Assignment/Subcontracting. Neither party shall assign or transfer its respective rights or obligations under this Agreement to any other person or entity; provided, however, that Mercy Clinic may assign or transfer its interest in this Agreement to any successor or affiliated corporation which controls, is controlled by, or is under common control with Mercy Health Care.

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

**CITY OF WASHINGTON, MISSOURI**

**MERCY CLINIC EAST  
COMMUNITIES**

By: \_\_\_\_\_  
Name: Sandy Lucy  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Andrew Runge  
Title: COO  
Date: \_\_\_\_\_



**EXHIBIT A**

**MEDICAL DIRECTOR SERVICES**

Medical Director, in cooperation with Department's Chief Medical Officer, its administration and staff, shall perform the following duties:

1. Develop and/or provide medical direction in connection with implementation and annual review of Department's:
  - (a) Medical and treatment protocols, including invasive procedures to be performed and authorization for any standing orders in the care of medical, trauma and pediatric patients;
  - (b) Triage protocols;
  - (c) Protocols for do-not-resuscitate requests;
  - (d) Air ambulance utilization;
  - (e) Medications and medical equipment to be utilized.
  
2. Provide medical direction and leadership in the development and ongoing implementation of Department's quality assurance and improvement program that includes at least an annual review of the following:
  - (a) Prolonged emergency medical response agency response times;
  - (b) Incomplete run documentation;
  - (c) Compliance with adult and pediatric triage, treatment protocols (or samples thereof);
  - (d) Skills performance (or sample thereof);
  - (e) Any other activities that Department administration or Director deems necessary.
  
3. **The Parties acknowledge that Mercy Clinic is operated in accordance with the Ethical and Religious Directives for Catholic Healthcare Services as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("Ethical and Religious Directives"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Mercy Clinic. It is the intent and agreement of the Parties that neither this Agreement nor any part hereof shall be construed to require Mercy Clinic to violate said Ethical and Religious Directives in its operation and all parts**

of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives. Mercy Clinic shall ensure that Physician provides all Services hereunder in accordance with the Ethical and Religious Directives.



**EXHIBIT B**  
**GRIEVANCE PROCESS**

As required by Section 190.103.4 of the Missouri Revised Statutes, there is established herein a grievance procedure between Department and Medical Director as follows:

1. In the event there is a grievance filed either by Department (or any of its personnel) or by Mercy Clinic (through Medical Director) arising out of the services, duties and responsibilities encompassed in this Agreement, said grievance shall be filed with a three (3) person dispute resolution panel ("Dispute Resolution Panel"), with one (1) person appointed by Department, one (1) person appointed by Mercy Clinic, and one (1) person mutually agreed upon and appointed by the other two Dispute Resolution Panel members. The Dispute Resolution Panel shall provide a copy of a grievance to the person or persons against whom any grievance is filed within forty-eight (48) hours of receipt of the grievance.
2. Upon the filing of a written grievance with either Department or Mercy Clinic, the party receiving the grievance shall schedule, within ten (10) working days of receipt of the grievance, a hearing at a mutually agreeable location with the Dispute Resolution Panel in which the complainant(s) and the respondent(s) to the grievance shall each have an opportunity to present evidence to the Dispute Resolution Panel.
3. The Dispute Resolution Panel shall resolve all grievances within sixty (60) days of receipt of a grievance. The decisions of the Dispute Resolution Panel shall be in writing and final and shall take into consideration the authority granted to Department and Director under Missouri law.

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

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

AN ORDINANCE APPROVING THE FINAL PLAT AND ACCEPTANCE OF MINIMUM IMPROVEMENTS FOR MAINTENANCE FOR THE OVERLOOK AT WEBER FARMS, PLAT 3 IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of “The Overlook at Weber Farms, Plat 3”, in the City of Washington, Missouri has been submitted to the City for approval; and

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

WHEREAS, the City Council granted preliminary plat approval of The Overlook at Weber Farms, Plat 3 on, February 20, 2018; and

WHEREAS, the minimum improvements have now been constructed, inspected, and can be accepted by the City of Washington, Missouri.

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

SECTION 1: The final plat of The Overlook at Weber Farms, Plat 3, in the City of Washington, Missouri is hereby approved and the same is ordered recorded in the Office of the Recorder of Deeds of Franklin County, Missouri.



SECTION 2: The City's requirements have been met, the City of Washington, Missouri, accepts the streets, storm sewers (excluding detention), sanitary sewers, and water for maintenance within said subdivision.

SECTION 3: The council hereby authorizes the release of all remaining escrows funds previously deposited by the developer to guarantee the installation of such streets, storm sewers, storm water controls, sanitary sewers, and water.

SECTION 4: The applicant shall execute the Maintenance Bond Contract marked "Exhibit A", attached hereto and incorporated herein by reference and receipt by the City of Washington, Missouri of a Maintenance Bond Contract for said minimum improvements.

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

SECTION 6: All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

PASSED: \_\_\_\_\_

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

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

APPROVED: \_\_\_\_\_

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

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





**“Exhibit A”**  
**MAINTENANCE BOND CONTRACT**

WHEREAS, the Code of the City of Washington, Missouri provides in Section 410.025(L), that upon acceptance of minimum improvements within a subdivision by the City Council of the City of Washington, Missouri the subdivider shall execute a maintenance bond with sufficient sureties to ensure that all minimum improvements are installed properly and that such construction has been performed in a workmanlike manner; and

WHEREAS, Section 410.025(L) provides that the maintenance bond shall remain in effect for a period of two (2) years from the date of acceptance of the minimum improvements and be in an amount equal to twenty percent (20%) of the estimated costs of the minimum improvements as determined by the City Engineer.

NOW, THEREFORE, in consideration of the acceptance and final plat approval by the City Council of the City of Washington, Missouri, of “The Overlook at Weber Farms Plat 3” and the acceptance of the minimum improvements by the City Council of the City of Washington, Missouri, serving “The Overlook at Weber Farms Plat 3”, the undersigned hereby agrees to furnish the City of Washington, Missouri a maintenance bond in the amount of \$45,938.86, binding the undersigned to the City of Washington, Missouri for two (2) years from the date of acceptance to indemnify the City of Washington, Missouri for all loss that the City of Washington, Missouri may sustain by reason of any defective materials or workmanship in the minimum improvements which become apparent during that two (2) year period.

Owner/Subdivider/Divider/Applicant

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company Name

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.