

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, OCTOBER 5, 2020, 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

MASKS ARE REQUIRED BY EVERYONE ATTENDING PUBLIC MEETINGS

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the September 21, 2020 Council Meetings	Need Motion/Mayor	Memo
 <u>Approval and Adjustment of Agenda Including Consent Agenda:</u>		
a. Change Order #1 & Final Pay Request – NB West Contracting – Riverfront Trail	Need Motion/Mayor	Memo
b. Change Order #1 & Final Pay Request – KJU, Inc. – Riverfront Trail		
c. Final Pay Request – Landscape Structures – Main Park Playground		
d. Final Pay Request – KJU, Inc. – High & 2 nd Street Emergency Repair		
 <u>2. PRIORITY ITEMS:</u> <u>Mayor’s Presentations, Appointments & Re-Appointments</u>		
 <u>3. PUBLIC HEARINGS:</u>		
 <u>4. CITIZENS COMMENTS:</u>		
 <u>5. UNFINISHED BUSINESS:</u>		
 <u>6. REPORT OF DEPARTMENT HEADS:</u>		
 <u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and Hochschild, Bloom & Company LLP to conduct the annual audit.	Read &Int/Read/Vote/Mayor	Memo
b. An ordinance authorizing and directing the execution of a Sales Contract by and between the City of Washington, Missouri and Erb Equipment, Cuba, Missouri for the purchase of a John Deere 9520R Scraper Tractor and Scraper.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and Backdraft Ops d/b/a Emergency Reporting for Fire Department Records Management.	Read &Int/Read/Vote/Mayor	Memo

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| d. An ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and Lexipol for Public Safety Policy Training for the Fire Department. | Read &Int/Read/Vote/Mayor | Memo |
| e. An ordinance establishing the salary for the City Administrator of the City of Washington, Missouri. | Read &Int/Read/Vote/Mayor | |
| f. An ordinance authorizing and directing the execution of a sales contract by and between the City of Washington, Missouri and Seiler Instrument for the purchase of GPS Survey Equipment. | Read &Int/Read/Vote/Mayor | Memo |
| g. An ordinance authorizing and directing the execution of a sales contract by and between the City of Washington, Missouri and S&R Underground, LLC, Missouri for boring services. | Read &Int/Read/Vote/Mayor | Memo |
| h. An ordinance authorizing and directing the execution of a contract agreement by and between the City of Washington, Missouri and Vandaventer Engineering, St. Louis, Missouri. | Read &Int/Read/Vote/Mayor | Memo |
| i. An ordinance amending the 2021 budget of the City of Washington, Missouri. | Read &Int/Read/Vote/Mayor | Memo |
| j. A resolution declaring the necessity of changing the name of Circle Drive to Aquatic Circle Drive, in the City of Washington, Franklin County, Missouri. | Read &Int/Second/Mayor | |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. E-Cycle Collection Event – October 17, 2020
- g. Bulk Trash Pick-up – October 19-23, 2020
- h. Leaf Pick Up

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 ON THE CITY HALL NOTICE BOARD BY MARY TRENTMANN, CITY CLERK, ON OCTOBER 1, 2020
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, SEPTEMBER 21, 2020**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, September 21, 2020, at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present	
Council Members:	Ward I	Steve Sullentrup	Present
		Nick Obermark	Present
	Ward II	Mark Wessels	Present
		Mark Hidritch	Present
	Ward III	Jeff Patke	Present
		Greg Skornia	Present
	Ward IV	Gretchen Pettet	Present
		Joe Holtmeier	Present
	Also Present:	City Attorney	Mark Piontek
		City Administrator	Darren Lamb
		City Clerk	Mary Trentmann
		Police Chief	Ed Menefee
	Economic Development Director	Sal Maniaci	
	Public Works Director	John Nilges	
	Finance Director	Mary Sprung	
	Water/Wastewater Superintendent	Kevin Quaethem	
	Parks Director	Wayne Dunker	
	Emergency Management Director	Mark Skornia	
	Airport Manager	Kevin Hellmann	

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 September 8, 2020 Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's Report Summary – June 2020
- * Investment Report Summary – June 2020
- * Liquor License Application – Undergrounds Coffee, LLC, 120 W. Front Street

* Liquor License Application – Old Bridge Brewing, Inc. dba Old Bridgeview Brewing, 16 E Front Street

* Change Order #7 – Westport Pools – Pool Complex Renovation & Renovation

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

PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Re-Appointments:

* None

PUBLIC HEARINGS

* Fiscal Year 2020-2021 Budget of the City of Washington, Missouri

NOTICE OF PUBLIC HEARING – BUDGET

The City Council of the City of Washington, Missouri, will formally consider the adoption the proposed budget for the fiscal period October 1, 2020 to September 30, 2021. The public hearing will be in the City Council Chambers at City Hall, 405 Jefferson Street, Washington, MO, at 7:00 P.M. C.D.T on September 21, 2020, or as soon thereafter as the public may be heard.

The proposed budget includes:

REVENUES:

<i>Estimated Revenues</i>	<i>\$31,126,980</i>
<i>Other Financing Sources</i>	<i>5,168,370</i>
<i>Projected Reserves-All Funds</i>	<i>34,826,850</i>
<i>TOTAL</i>	<i><u>\$71,122,200</u></i>

EXPENDITURES/EXPENSES:

<i>General Fund</i>	<i>\$10,563,575</i>
<i>Library Fund</i>	<i>766,405</i>
<i>Volunteer Fire Fund</i>	<i>955,120</i>
<i>Vehicle & Equipment Replacement Fund</i>	<i>1,295,165</i>
<i>Storm Water Improvement Fund</i>	<i>390,080</i>
<i>Capital Improvement Sales Tax Fund</i>	<i>8,329,000</i>
<i>Transportation Sales Tax Fund</i>	<i>3,346,000</i>
<i>Water Fund</i>	<i>2,808,600</i>
<i>Sewage Treatment Fund</i>	<i>4,453,535</i>
<i>Solid Waste Fund</i>	<i>3,690,960</i>
<i>Debt Service Funds</i>	<i>3,965,200</i>
<i>Other Financing Uses</i>	<i>5,158,370</i>
<i>TOTAL</i>	<i><u>\$45,722,010</u></i>

Total Projected Fund Balances, 9/30/2021 \$25,400,190

The proposed budget is available for public inspection at the Finance Director's Office located at City Hall at 405 Jefferson Street between the hours of 8:00 A.M. and 5:00 P.M. C.D.T. Public comments and questions, both written and oral, will be heard and considered at the hearing aforementioned.

CITY OF WASHINGTON

Mary Trentmann

City Clerk

Publish in the Washington Missourian on September 16, 2020 and the Weekend Washington Missourian on September 19, 2020.

Sprung: Good Evening Council. This is the Public Hearing for the 2020-2021 Budget for the City. The Proposed Budget includes Estimated Revenues and Projected Reserves of \$71,122,200. Expenditures and Expenses including Other Financing Uses are \$45,722,010 which leaves Total Projected Fund Balances as of 9/30/2021 of \$25,400,190.

Included into that total for the General Fund, the General Fund makes up approximately 5.5 million of that, which is roughly 21% of that so that's a very health fund balance.

Mayor: Very good.

Sprung: Just a couple of other quick budget highlights, Total Capital Expenditures are roughly 15 million and we do have one percent sales tax increase...

Lamb: Correct.

Sprung: And one percent cost of living increase.

Lamb: For the employees.

Sprung: For the employees. If anybody has any questions, I'd be happy to answer any questions, otherwise...

Lamb: I know we've discussed...

Sprung: That's our budget.

Lamb: In our previous meetings etc., so like I said without having any...

Sprung: Right.

Lamb: Questions from you via e-mail, we submit this to you tonight.

Mayor: Are there any questions, comments? Okay. Is there anyone else who would like to address the Council on the budget?

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

Bill No. 20-12224, Ordinance No. 20-13173, an ordinance approving the Budget of the City of Washington, Franklin County, Missouri for Fiscal Year 2020-2021.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Pettet-aye, Holtmeier-aye, Patke-aye, Wessels-aye, Hidritch-aye, Obermark-aye, Sullentrup-aye, Skornia-aye.

* Rezone Property on West 2nd between Stafford and Olive Streets from R-2 O, Two-family Overlay to PD-R, Planned Residential

September 15, 2020

*Mayor & City Council
City of Washington
Washington, MO 63090*

RE: File No. 20-The applicant is requesting a rezoning from R-2, Two Family Overlay to PD-R, Planned Residential and approval of a development plan for property located at Second Street between Stafford and Olive Streets

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday, September 14, 2020 the above mentioned rezoning was approved with a unanimous 8-0 vote in favor.

The Development Plan was tabled to review at a later date.

Sincerely,

Thomas R. Holdmeier

Planning & Zoning Commission

Maniaci: Good Evening Council. I'm going to go through this presentation but beforehand, there's more slides on here, more details than what you're actually going to be voting on tonight. Originally last week, so the applicant submitted an application for the September Planning & Zoning Agenda for a rezoning from R-2 Two-Family Overlay, which is one these three parcels here. So, this is Second Street, here's Olive and Stafford. This is just west of Downtown. This is the Rhine River Development.

They submitted an application to rezone this to PD-R Planned Residential. As you all know, when you go to a planned district you have to submit a Preliminary Development Plan with it that gets approved with a Resolution and then a Final Development Plan which is approved by ordinance. They did submit a Preliminary Development Plan with this at the same time. Both items they're rezoning and the plan went to Planning & Zoning last week. Planning & Zoning voted unanimously to pass the rezoning to PD-R but they also voted unanimously to table the plan.

So, the plan, there was some changes that was kind of done, can't call it on the fly, the week of. By the time we got to the Public Hearing at P&Z, one unit had already been removed, so was the stormwater, detention areas had been changed and the retaining walls were moved around. That was enough to trigger the need to table that. They are going to come back in October with a new plan. P&Z felt comfortable enough and staff recommended approval of the rezoning as well to rezone to the PD-R to at least set the stage for this site to say yes this is an appropriate are for this zoning. If it were to approve tonight, it starts the two-year clock for them to bring in a plan to be approved by P&Z and Council.

This property here is R-2 Overlay, this is everything in gold on this side of town pretty much is the R-2 Overlay District. That overlay means it can be in single and two-family. When I say two-family, it's not so much these duplex styles you see across the street on Second Street. Those actually would not be permitted in R-2 Overlay anymore. Those were grandfathered. When we say R-2 in this district, that's separate from a duplex. This is more so when it's a traditional home with an A and a B. A unit downstairs and a unit up. There is not a shared wall down the property line, there's a shared wall typically on a ceiling and that's what I mean by two units.

Again, this property has been vacant for quite some time. This is the old Stumpe Property, as I've learned it's known to be. It does have some flooding issues that will have to be addressed and again, the plan to be approved at a future date would have to obviously address all of those before we give any building permits.

This shows the floodplain of that area. There is, I guess you can call it a creek, it's a USGS Blue Line Stream. On a USGS Map, if it has a blue line on the map that means it's under jurisdiction of the Army Corps of Engineers and is considered a Blue Line Stream. This area is technically a Blue Line Stream which is why this area is in the floodplain.

Now you can see here it actually narrows down along Second Street, it's because there is a culvert and a pipe here that actually that creek goes underground when it gets to this portion of Downtown. It is only above ground and more traditional basin and creek here at this property. They would have to address that. They have some preliminary plans of how they would address that. They would have to get approval from the Army Corps of Engineers as well as FEMA and send that to us in order for us to give any building permit on this site.

So, again, I'm going to show you the plan so you can kind of see exactly what P&Z got to look at. I'm sure you'll hear some comments tonight. I just want to reiterate; I'm going to go into too much detail because of the fact that this plan is preliminary, will have to be adjusted and will be back at this time, it should be back next month at your second meeting in October is what the applicant is hoping to do.

It is townhome style, two phases. You have a phase here to the east, I'm sorry, a phase to the west and second phase to the east. Driveway and alley all of the way through, and the alley would connect to Stafford. This is just zooming in. Again, I just don't want to open a box of questions and comments on this whenever it does get brought back to you.

You can there are 11 units on the first and it goes up to 18 units, 12 through 18 in the second phase so 18 total. The applicant already said they're going to remove a unit for additional stormwater area.

So, this is the rendering that was submitted. When you go through a Planned District, you have to submit some type of description or rendering of the architectural style so that way it can be attached to an ordinance or if conditions of what type of materials will be used. With a Planned District, you can't use this type of siding, you have to use whatever, or it has to be 75%, that kind of thing.

The applicant did say that it would actually be two-stories instead of three. Again, early on, this is normal for this process when you go through a Planned District. The property is under contract; they prefer the applicant the developer often wants to make sure the plan will be gets the zoning approved and that it's feasible and Council the City it will approve it to a certain point and then they'll go by the really expensive plans. With a Planned District, you have to submit that in before you get final approval, but this preliminary plan allows them to get an idea and gets Council and P&Z an idea up front.

Sullentrup: Is that facing north?

Maniaci: This is facing north, yes. So, this would be the front of all them on Second Street. There is no plan to develop this property does go down to Third Street, there is no plan to develop anything on Third Street even though it's included in the rezoning, they cannot ask for a building permit. They cannot do anything on this area unless they were to submit a development

plan and show something on that. That was the big question last week, say okay they finished the 18 units, will they comeback with three more on Third Street? No, not with them submitting a new plan, going to P&Z, going to Council and us sending more letters to the neighbors.

So, we did again recommend approval of the rezoning that P&Z went through. This area, this corridor of Second Street does have a large variety of different residential densities and uses. As you can see you got traditional duplexes right across the street, you have traditional multi-family R-3 right across the street up the hill, the newer townhomes that kind of reflect more similar as to what is being built here, and then as you down to Second Street you have single-family, two-family and then you barely can see on the corner here the Show Factory, which is a new multifamily development under construction.

So we are recommending approval of that planned residential for two reasons. We think it's not out of character of the area to have some type of mixed density, higher density in this area. Under the condition that a plan is approved later. Second reason being, going to a Planned District actually provides more protection for the neighborhood because before anything can be built, they have to submit a plan that is reviewed by Planning & Zoning. It has reviewed by City Council, and it has a chance for the public to comment on it. Under its current zoning, they could actually subdivide you know, I'm no engineer, so I'm not going to give it an exact amount, but they could subdivide and put in, you know, two-family units, a unit down, a unit up for rentals and they could do that all the way down Second Street. They could do that under the current zoning.

So, when you go to the PD-R, it actually gives the neighborhood, it gives Council, it gives P&Z a chance to review it and say, okay, yes, this fits in with the community. This is the architectural style we want under its current zoning. There's actually no architectural control. There's no site plan control. I'm sorry. There's no design control other than our normal zoning code.

So, again, second what P&Z said, we recommended of the rezoning tonight, and then to come back with a plan at a later date. I will just mention, before I sit down and open up to comment, the developer is not in the room. They are outside and wanted to let wanted me to let you know that they're available for questions, but we prefer not to come in with a mask.

Sullentrup: I have quick question.

Maniaci: Yes.

Sullentrup: If we rezone this tonight and the PD-Rs not, doesn't it come back through and a guy decides he doesn't want to do something. The next person that wants to buy the property wants to do something different do we have to rezone it again?

Maniaci: No. So, a PDR has a time limit on it. So, say you approve it tonight and the applicant decides, you know, they don't want to close on it, they don't want to go through with it. A new person could buy it and come in with a similar plan. You would also have to approve it and review and approve it or after two years. So, as soon as it gets rezoned, there's two years' top submit a plan or else it reverts back to its original zoning. So, if it were to fall through and the plan were to never be approved, whether because the applicant walked away or say the Army Corps of Engineers doesn't approve the stormwater and the floodplain change, it would, and it takes two years to get that approval, it would expire and revert back. In order to extend that rezoning, they would have to come back to Council and request an extension.

Sullentrup: But my question is, what if it, somebody if we approve the zoning tonight, somebody doesn't go through with it and they want to do something immediately do they have to wait two years before they can have...

Lamb: No.

Maniaci: Oh no, they can request a new plan. So, the PD-R, even though, Willming Construction is the applicant. If they were to walk away from a project and someone else wanted to do townhomes say, Unerstall Construction right here, they wanted to do townhomes there, they wouldn't have to get it rezoned again, they would just have to come in with a new plan.

Sullentrup: Okay.

Wessels: Sal, what's the why would the developer, want PD-R? What is the advantage to that?

Maniaci: Yes. In this because of the layout of the proposed layout with shared walls down the side, and these, it allows the opportunity to have individual properties. So actual taxable parcel IDs up and down, we do not allow shared walls. We are only allowed shared wall units, townhome style in our Downtown District and C-3 and in PD-R. The applicant sat down with us early and said, hey, this is the style of home I'm wanting to build. What do you recommend? We actually recommend it to them that they go PD-R because of the fact that it's not adjacent to existing Downtown District. We try to discourage people requesting C-3 Downtown Zoning, unless they are adjacent to existing C-3. So, in this case that PD-R, the way it's written, the whole intent of that code is to allow for more unique housing opportunities that wouldn't be permitted in the underlying district.

Lamb: R1-D is also shared walls though correct?

Maniaci: But only on one side.

Lamb: Correct.

Maniaci: And it's R1-C, yeah.

Lamb: R1-C.

Maniaci: R1-C allows allows shared walls, but only on one side, like a traditional duplex. That's why they couldn't ask for that because they want to share walls on both sides.

Sullentrup: Are these are going to be for sale?

Skornia: Is this developer buying all three tracks?

Maniaci: Yes.

Skornia: Just not developing anything on Third?

Maniaci: Correct. I believe that question was asked at P&Z. Again, I'm just speaking on behalf of the applicant of what they said at the last meeting. Their first option is to their preferred option is to be able to rent these units. I believe they said 17 to 1800 if anyone was there rent prices. However, the whole reason to go PD-R is to actually subdivide them. So, if they wanted to sell, if someone coming in interested the rent, they don't have to come back and get it subdivided. It will be ready to sell and available to sell. If they didn't want to sell long-term and want it to be strictly rental, they could just ask for R-3 Multi-family and it would be considered an apartment building, but it's what we're, what's designed here and what has been proposed is technically Single-Family Residential. They just have shared walls.

Mayor: Any other questions by Councilmembers?

Maniaci: Alright.

Patke: What was the outcome in Planning & Zoning? Was it approved or it was not?

Maniaci: It was voted unanimously to approve the rezoning.

Patke: Okay.

Maniaci: It was voted unanimously to table the plan until they had more information. There was a lot that came up at the meeting and said hey, we're going to remove a unit. We're going to adjust the stormwater and there were some retaining walls that weren't shown on this plan that they have to add along this alley. We wanted some new topographical data what the end result is going to look like. There's going to be a new stormwater basin in this area, stuff like that that was significant enough and said we need more information.

Skornia: Okay.

Maniaci: I agree with that. That was news to me when I was sitting here. I said we're going to need to get more information.

Patke: I received word it was rejected, but that's not the case.

Maniaci: No.

Lamb: No.

Patke: Thank you.

Maniaci: Just a table for one month and if...

Skornia: I know that the design is not part of it tonight, but are they looking at slab buildings there and no basements?

Maniaci: Correct.

Skornia: *Inaudible*

Maniaci: Yeah, I think it'd be very difficult to get basements in there, but yeah, that's what we were told. It would be slab.

Mayor: Any other questions?

Maniaci: Alright, thank you. I'm going to leave the laser pointer up here if anyone wants to point at it.

Mayor: Okay, so this is a Public Hearing. Is there anyone here tonight who would like to address the Council? Please come forward. Give us your name and your address.

Art Winters: Yes. Art Winters from 516 West Third Street. We're adjacent to the property being considered. I want to speak against the zoning. I was shocked that the picture that Sal just presented to you is not the way the development's going to look. The plan was changed from three when we received the notice about the planning to two story. And so I don't know how many other changes that are going to go on. Everything is kind of up in the air and the picture I was told doesn't have to be exact. I think the picture should be exact before the planning goes on.

I also want to state that my cousin Ruth stated in the *Missourian*, that this would be a high quality housing and that her great grandfather, Frank Stumpe is surely smiling to see the use of the brick development. I suspect that my cousin is being duped as there is nothing said that the units would be brick. I am also a descendant of Frank Stumpe, as my mother was a Stumpe. I don't feel he is smiling down at this high density development as my cousin Ruth thinks.

I have looked at the apartments that the proposed developer has built on Sixth and International and they are not brick and they are not high quality housing. Washington used to be called Brick Town and had single family housing with a driveway. This development and zoning are not in keeping with what is best for Washington. I feel that the Council should reject the

zoning proposed tonight as what is proposed is a sham. I urge you to wait on the zoning PD-R and keep the zoning R-2 until a correct proposal is submitted. Thank you.

Mayor: Okay. Thank you, Art.

Sullentrup: Hey, Art, I've got a question for you. Did you express yourself at the Planning and Zoning also?

Art Winters: I attended the meeting.

Sullentrup: Did you get up and express yourself at the meeting?

Art Winters: There were more eloquent people there. Mr. Arms that gave a letter and that letter was a lot better than what I've told you.

Mayor: Okay, alright. Thank you, Art. Okay. Oh, you have something for us? Okay. Art, can I go ahead and call up the next person? Okay. So is there someone else, Petra?

Petra Haynes: Good evening, my name is Petra Haynes. My husband and I live at the corner of Olive and Third street. Our property borders the Stumpe Property on the Third Street side of the property. I also, we attended the P&Z Meeting last week. Being unfamiliar with the zoning process, I found it kind of confusing. I know Sal had kind of run through, as he did earlier through what it meant, the two different types of zoning but still we were a little bit foggier. I was a little foggy on it.

I have had since then some time to kind of reconsider that. While I agree that current R-2 Overlay, I guess it's what it is, is certainly problematic because someone could move in and build as Mrs. Stumpy had mentioned a storage facility or something that would be completely inappropriate for that site.

I also feel that just because that R-2 is a bad choice, doesn't necessarily make the PD a good choice. It's a different choice. I understand, thanks to Councilwoman Pettet, to kind of explain that process a little bit more, that it does give the homeowners in the area more input on what the design would look like, but what we were along that vein presented with at the P&Z Meeting from the applicant was really lacking in many ways.

I think as Art had already pointed out, the image that he presented to represent that his proposed construction was actually not what he was actually planning to do with that had already changed. The fact that the image he showed was a freestanding image was or a freestanding structure was misleading in that we learned that there would actually be seven of those structures connected side-by-side, which would then create a very large structure flanked by two other slightly less large structures. I think there was a five unit one, and maybe it was two, five unit ones, one seven unit one in the center. That is a lot of bulk for a very small area.

It is a very, as you're surely aware of very problematic site, the fact that it's in a flood plain, the fact that it has a wetlands, the fact that it is swampy, there's always tons of water down there. That is, is in itself a problem.

Then building these large structures there and having that additional displacement of water when we have storms that has to then go into a much smaller area of ground, top soil is very problematic for the surrounding properties and our storm sewers. I'm worried about that as we know in that part of town, they're, you know, fairly outdated, they're already barely able to handle, the large storm events we're seeing already.

So, combining the addition of all of those households on top of the what 85 households that are being planned at the Old Shoe Factory, suddenly all tying into that system. I understand

the Shoe Factory. I mean, that's a done deal and that's happening and that's an existing structure. Okay. That's, that's fine. But I think, do we maybe need to kind of think about this a little bit more and slow down this process a little bit more, even with respect to the rezoning, just because it is a really problematic piece of property, the applicant, in my opinion, did not provide sufficient documentation and planning in terms of the engineering. In fact, he had nothing when he came to engineering. I think with those site that problematic with respect to water, you need to have a plan.

So, I have some concerns. Should this move forward that we're, whatever we end up with it will be problematic? It's simply, in my opinion, I know Sal said that because there are some apartments across the street in some multi or two-family structures that would from an aesthetic standpoint, make that construction, in-line with the overall look of that neighborhood. But, I would respectfully disagree with that because on the left side of Second Street, you know what I'm talking about, that whole, all of those blocks there, that's all single-family dwellings. So, that would in fact, really change the look of that area. Um, plus

There is a historic site at the corner. The place with the, that has the smokehouse, it was built in the 1860's. I think it's on the historic register. If I'm not mistaken, it has this giant...*(inaudible)* on it that's like 165 years old or something like that. And which would significantly threatened not only the health potentially of that tree, but just the integrity of that whole corner of that lot.

So, I think there are just multiple arguments to maybe just take a step back and just sort of rethink this approach and not to say that progress is a good thing, and it is definitely the only constant is change. We know this, we just want to make sure that it is changed, that's appropriate, with the integrity of the site, the property, which is clearly problematic, the aesthetics of the surrounding area.

Mayor: Okay.

Petra Haynes: Yeah.

Mayor: Thank you. Any questions of...

Patke: I would just like to make a comment. I mean, I think we're in agreement that the R-2 Overlay, if we leave it in that zone, now, the developer has more options to do things, whatever they want. If we go to this PD-R, we have the capabilities of looking into the stormwater. They won't be able to build in the flood plain. They'll have to deal with those issues through Planning and Zoning through Council again. So again, I just feel that this is a better zoning

Petra Haynes: Yes.

Patke: For you and all of us, because it will, you'll be able to come back and give your opinions again.

Petra Haynes: Yes, and I agree. As I pointed out and at the beginning of my statement, it is a better choice, but it doesn't be just because it's better, doesn't make it a good choice necessarily. You know, it, to me, it came across as well, you know, we'll, we'll go ahead and get this approval for this rezoning and then this project already is a shoe in, you know, that's sort of how it fell to me. So, I'm really concerned about that because I don't feel that the applicant did due diligence with his proposal. So, there are certainly concerns about how that would play out. Should he be approved in the process? When there are budget shortfalls and we start to cut corners and how

are you, you know what I'm saying? There's definitely some concerns. I think that need to be considered.

Patke: With the PD-R, we can stop those and make those concerns come to fruition. That's hopefully that's the plan.

Petra Haynes: Okay.

Mayor: Okay, thank you. Thank you, Petra.

Petra Haynes: Thank you.

Mayor: Anyone else, Jim?

Jim Armistead: I won't read this long letter I sent last week.

Mayor: Okay.

Jim Armistead: Give you the abbreviated version since this is just zoning.

Mayor: Can you pull the microphone closer to you?

Darren: Yeah, there you go.

Mayor: There you go.

Jim Armistead: I won't read the long letter I sent last week since this is the abbreviated version because this is just about zoning. So, comments about the process though. We received our letter on the 8th of September and we're here 13 days later with a P&Z Meeting in between. Mary and I were on a pre-scheduled vacation out of town for a week. So, we think the whole process is unfair. It did not give us adequate time to review things, to talk to the City, to find out what's really going on, maybe even talk to the developer. We weren't allowed that time to do that. So, we think the process was a little rushed. I can tell by some of the comments already tonight, you have people talking tonight that weren't talking last week. You have people saying other things that weren't saying last week, because they've had time to think about it.

So, the P&Z approved the rezoning, but not the development. The proposed plan was misleading and lacking pertinent information changed from three story to two story, 18 units to 17, had no detention discussion, no project boundaries. We don't even know how big acres he's talking about. He did not identify setbacks on, on, on, so this was fly by the seat of your pants on a napkin here, approve it.

So, my request for future rezoning's is more fully explained when we get that letter, explain the process. We don't even know what the process is. This is some, I haven't been through this for 30 years. So, it's been a long time. We don't know what the process is. We don't know the differences between R-2 and PD-R. So, we had to do all this research and get educated. Cause it wasn't in the letter. Just trust me, we're going to approve this and push this through. That's the sense we got.

So, my request is, is to rethink the process, give people longer periods of time to digest this and find information so you don't end up with, I don't know, I heard there was 15 people at the P&Z Meeting. They're probably likely be, as this goes forward. I think there was people tonight that didn't come because of what's going on outside here. They didn't want to go through that gauntlet, so they elected not to come. I think you'll see more of us in the future should this get moved forward.

The current zoning is R-2 Overlay. The Stumpe Property is within the block bounded by Second, Third, Olive and Stafford. It's been zoned R-2 for over 30 years. Most of that block is located within the Stafford Olive Historical Area. Most of the residents on that block have

upgraded their properties. They put a lot of money into it. They've vested in it. We've got young people coming in and putting money into the neighborhood. It's a very bright, vibrant neighborhood right now. The blocks is characterized by single-family housing all the way around it. I think Sal mentioned the, the senior apartments on Hillcrest. It's kinda misleading. That's the driveway off of Second Street goes back 150 or so feet and it's buffered. You can't even see it from Second Street. Most of the year, it's really buffered it fronts mostly on Main and Front Street so it's not really visible. It's not really what I would consider part of that neighborhood. It's not, it's not reflective. In fact, if you stand down on Second Street, you can't hardly even see it.

The Stumpe Property is undeveloped land with a creek running through it. There's no reason that the maximum number of residents allowed under R-2 could not be built there so there's no need to rezone. No reason was given why we need to rezone, just because he wants to put more units in, from what I understand, you can build the maximum number on that lot.

So, I estimated his property that he was going to build on was about an acre and a half, but the whole property is 2.23 acres. That's 97,139 feet, square feet. You divide that by 12,000 for two-family, that gets you eight two-family units. Single-family is 16. He wants to put in 18, just in one section. Okay, so that's the issue. The issue is high density and I think he's just trying to make a buck and the land probably costs a little too much to do as R-2. That's not our fault.

So, the proposed PD-R, when I read the stuff online about the zoning code, it talks about three criteria under the purposes and intense. Two of those are not met, imaginative and innovative design of land development. He's putting maximizing boxes on a drawing down the straight line, down the street. To me, that's not imaginative. It's not innovative. Promote a more desirable community to development. He wants to have rental property, high density, well property in a single-family area. I don't know where you guys live, but I don't believe that contributes to desirable community environment, not in my book. So two of the three things required for PD-R not even met.

So, I'd mentioned the success of density, the PD-R, and this comes out of the code is not intended to allow excessive densities as it relates to the general neighborhood. Again, me, the general neighborhood is the block or so around that the proposed development, which is all single-family. We got duplexes, but I understand they're called single-family attached, but you know, duplexes, single-family, it's not high density, unless you want to count the apartments, which are connected by a driveway. So, I don't believe it fits at all as high density in our neighborhood. The proposed plan is excessive and we don't even know where it's project boundaries were.

In summary, the Stumpe Property is buildable as R-2, the current zoning. Two of the three purposes intents of PD-R is not met. It's an excessive density that's proposed. It's not consistent with the character of the neighborhood. I'd encourage a vote no for rezoning. I think that's all I've got.

Mayor: Okay.

Sullentrup: Sir, where did you say you lived?

Jim Armistead: Oh, sorry. Jim Armistead, 412 West Second. So I'm not, I'm on the other side of Olive.

Mayor: The corner house.

Jim Armistead: East side.

Sullentrup: Okay.

Mayor: Okay. Does anyone have any questions of Jim?

Sullentrup: One question I have, Mark, the two to three requirements he was talking about, is that a legal factor?

Piontek: That's for your determination, whether you think the evidence supports those findings.

Jim Armistead: I mean, what it says right in the code, which I pulled offline. I don't know if it's the latest thing you guys to approve, but it says the purpose of the Planned Development District is to provide a means of achieving greater flexibility. So, it's letting contractors do what they want, right? Share walls and things. That makes sense if you can't get it in into the existing space, there's some things that make sense. In this case, he, if that's what he needed to get 16 units in it's to share walls, I probably wouldn't be standing here. He's trying to get 16, 18 units in when he's the only supposed to get 16 in the whole property. So, he's asking for higher density in essence is what he's asking for. So, to me it doesn't apply.

Then it talks about to encourage a more imaginative and innovative design of land development and to, and these are all and to promote a more desirable community environment. So again, high density, I can't, I mean, you know, my own condos and apartments and I have rental property myself, and I can't tell you that you're always going to get the most desirable community environment where those are. You can go around town and can see that. It's a transient type of situation so we all have a vested interest in our neighborhood. We've all spent a lot of money. We, some of us have been here for many years. I've been here 35 years at the same house, and we spent a lot of money maintaining this. When you get people that are just here renting every year, it could be changing. You got 18. How many chances do you have a new neighbors every 18, every year when it comes due and they have no vested interest in the neighborhood? And that's the difference.

Mayor: Okay, alright. Thank you.

Jim Armistead: All right. Oh, one more thing. I'd like to thank Sal even though he knows, I don't agree with him he was very cooperative. I called him while I was on vacation, talked to him a couple of times. He gave me lots of information is very helpful, so I appreciate it.

Mayor: Alright. Well good, thank you. Thank you. Anyone else regarding this item? And you just state your name and address.

Jeff Schmidt: My name is Jeff Schmidt. I live at 600 West Second Street with my wife and three kids. We're basically right across the street from the proposed apartment complex.

Mayor: Okay.

Jeff Schmidt: I've been in construction for about 15 years and I don't know, I might be way off based. I know this is more zoning, orientated towards zoning, but what's going to happen when this guy realizes that he starts building these he's gotta do all this backfilling, all these piers, all this groundwork, he runs out of money and the place is set there, empty? Who's going to pay for that? That's my big concern.

Mayor: Okay.

Jeff Schmidt: And then, like Jim said, having 50 new people every year coming through, coming through, coming through, you know, we've lived there for about 15 years and haven't had any issues. We definitely seen a huge increase in high-speed traffic on Second Street. In fact, last night, thanks to our camera on our front porch, we had people come

on our front porch and steal stuff off our front porch. So, that's the kind of thing I'm worried about. I mean, I understand that we gotta do something with this, you know, the two different zoning options, but is there a third? Why can't this land, since it is wetlands be protected? Nobody builds anything ever that would solve it. You know, as long as it's kept nice, kept clean, they do it along the highways. They do it on Highway 94 with the Grasslands, they do it all over the place. That's a huge option and that eliminates all of our problems.

Mayor: Okay.

Jeff Schmidt: Thank you.

Mayor: Thank you. Any questions of Jeff? Okay. Was there anyone else, Mary?

Mary Armistead: Hi, thank you. I'm Mary Armistead. I live at 412 West Second Street. I appreciate you letting both of us speak. I would like to say that the blocks of Third, Second and Olive and Stafford have been undergoing a tremendous conversion and revival in the last few years with young, new families and people in our age range and group buying these homes and investing a lot of money in them. They are tremendous and the people love it. And it is a neighborhood community. Something different is happening there. Many of these homes are historic or on the verge of being historic homes.

There are very few that are left as originally single-family homes that are being used as rentals. I mean, just a couple. We can tell you that those are our worst neighbors. They're terrible. We have some improvement because we complain, and ask and finally people do a little better, but some of them are not. I think it is a matter of time till these homes are purchased and revitalized like the rest of the neighborhood.

So, I would also like to say that I didn't feel protected at all by this process or by this type of zoning. I think Jim did a good job explaining it, but I was involved in this process years ago when Gene Eckelkamp wanted to build multi-family housing where our Second Street duplexes are now. Through that process, we had a month between the P&Z Meeting and the Council Meeting in which we could plan and organize, have discussions, and we got a much better result. Those are all owner occupied as are, again, I'm saying most of the properties around us now with people who love living there, and very much care about their property.

When I want to mention a couple of things that were said at the P&Z even though we were out of town, the developer did make these comments and they scare me, tremendously, selling is his last resort. He absolutely wants rentals. He claims a high-priced rental, but none of us know that that can be obtained or sustained. We have 85 new ones just two further blocks up. We don't know the impact or what is going to happen. It kind of seems like jump on the bandwagon. We've got a boom, so let's get it in there. Let's sneak it in there. I don't think there's anything at all to support that they're going to be able to get and do what they say.

Again, his other owned properties are not impressive aesthetically. I mean, Downtown is a treasure. People are really recognizing that. Now people walk our neighborhoods all the time that come off the trains, that stay in Art's Bed and Breakfast, that just come for the day. It's a real treasure. I really think this is very shortsighted, very shortsighted. I think you don't know, maybe, don't know how great this neighborhood is becoming.

A couple of things, other things the developer said that was frightening really. He didn't know what green space was. That drawing was a sham. It was an insult really. I hate to get emotional, but it really was. They commented at P&Z about how pretty the green looked in

everything in the green space and he goes the green, what? Okay. We have beautiful yards. Sandy brings people through far Blooms of America and there's nothing it's, it's like, you're going to build all this concrete right up on the sidewalk.

There was no forethought, our vision from this developer in this plan at all. That's what PD-R, whatever I think is supposed to be. I'd like to also say that I might've said this, the duplexes are all owner occupied. They love him. I think this rezoning is a big mistake if you do it. I think that it shows no vision or recognition of the treasure that Downtown is and our neighborhood is being a part of it. Thank you.

Mayor: Okay. Thank you, Mary. Did anyone have any questions of Mary? Okay. Is there anyone else?

Patke: Can I ask Sal a question?

Mayor: Sure, of course. That's what we do.

Patke: They speak of the short side of the timing of their letter. Is that normal that September 8th, then we hear it on the 21st?

Maniaci: It did get sent out over a holiday weekend. So I think there was a couple day lag there. We send out the letters as soon as we get the application and the application deadline was the two Mondays prior. So we got the application in on a Monday, right at the end of the day. I think we got, we looked at the plan, reviewed the plan, sat down with them by Site Plan Thursday because we review everything every Thursday at 2 at our Site Plan Meeting. We wanted to make sure we had everything we needed and sent the letter out before the end of the week so they probably got it on Tuesday instead of Monday. So, there was a little bit of a lag there, but, the applicant did get the application in on time.

Patke: Okay. I just, if there's something change we need to make there, that gives more time. I can respect that.

Maniaci: Yeah.

Patke: I'm not sure if that's the norm or...

Maniaci: So, normally the letters do go out earlier it's because the applicant they'll get the application in earlier. The application came in literally minutes before 5:00 on the deadline day. So it was just, that was how the schedule felt.

Wessels: Sal, what would it entail if we said, if we asked for more time, if we give these people more time since they feel like they were kind of rushed into it before P&Z, and then to go back to P&Z with their objections, is that, can we, I guess I'm asking, can we restart it with, give them a little bit more time?

Maniaci: Yes. I would say that there's two things that, they still have, everyone still has time to comment on the plan, because that has not been approved. However, I will make a recommendation that if, and this is just how this is leaning, if it's instead of denying the rezoning, I would recommend if that is where this is going to recommend a table. Because if you deny any application just by our code, you cannot reapply for six months. I think if, if everyone's asking for more time and you deny it, then that's taking out six months of time of before they can come back in and ask for approval.

Wessels: I would be willing to do that to suggest we table this motion and give them until our next meeting anyway, that's two weeks. Give them time to look at when is P&Z Meeting?

Lamb: Well, you'll have to wait till the second meeting in October Mark though, because it would have to go back to P&Z or whatever before it come back here.

Maniaci: So yeah,

Piontek: Well, not necessarily.

Maniaci: October 12th.

Lamb: Well, you can do the rezoning.

Piontek: Well, yeah, if you're going to do the rezoning you could push that. You could, what you would really do is not really table the rezoning, but continue to vote to continue the public hearing until whatever the next meeting is that you want to hear it. If it's the 21st of October at the 21st of October, you would also then have presumably you would have the, a recommendation on the Development Plan, which would have been through the Planning and Zoning on the 13th, 14th...

Maniaci: the 12th.

Lamb: the 12th, and the Council Meeting is October 19th. Then what you're referring to.

Wessels: That would be fine. I just think to give them more time to visit that and to, actually I'd like more time to look into it too, but to give them some more time also, and maybe to take these concerns back to P&Z.

Piontek: Right. So if you want to do that, you would need a motion to continue the Public Hearing to October...

Lamb: 19th.

Piontek: October the 19th. And at that time, presumably the Development Plan, which has all of the detail about the development would have gone through P&Z. And that would also be in front of you on the 19th. So you could hear more public comment on the 19th on the rezoning, and you could also hear comment on the Development Plan.

Wessels: I would, so moved Mary.

Pettet: Second.

Mayor: Okay, so we have a motion by Wessels...

Lamb: Hold on.

Patke: I just want...

Mayor: Yeah.

Patke: Just please give your definition of R-2 Overlay and PD-R.

Maniaci: So, R-2 Overlay is an Unplanned District that allows for single-family and two-family development and not in a non-traditional duplex and more of a stacked style where the plan, the building permits have to be reviewed by site plan, but the architectural review, and as long as it means setbacks, there's, there's no design review of the site layout. It's basically as long as it meets the minimum standards of our code, they can get building permits.

A Planned District is a PD-R is meant for more unique and flexible residential development that wouldn't typically fit into the underlying district. But because the developer is getting that flexibility to the code, they are required to have a plan approved up front, to then have chance to comment on architectural style, site, layout, density, all of the above. So essentially a Planned District can have less and more restrictions at the same time, less restrictions to increase density, but more restrictions that we could get as strict as the color of the

brick, color windows, what type of landscaping they need. And you could pile those on into individual conditions.

Patke: Again, like I said before, I think that the Planned Development District is more restrictive, more, we have more input to say the neighbors will have more input to say what it looks like as opposed to what R-2 Overlay is currently. And if the developer right now could build houses that the neighbors don't like, and they don't have a choice. It won't come back to Planning and Zoning, it won't come back to the Council because it's already zoned that way, and they can do that. They can, they can rescind their application now and build what they want. Again, I agree with Mark more time. That's fine, but I just want to make sure everybody understands that the PD-R is not a bad thing. It's trying to help out the neighborhood instead of just real high density. We'll have more input that way. And again, that's just, I just want to make that comment again.

Lamb: Just, if I could elaborate. The reason why it's R-2 Overlay was that years ago, we, the City had looked at it. It was at that time just zoned R-2. Okay. We went ahead and tried to track the use of what each lot by lot, and then entire yellow area was all about around the Shoe Factory out there. What we found was, I think at that time that it was about over 70% of it, even though it was zoned for two-family was being used as single-family. So, we'd have a problem back then the City would require if you had a single-family home and you just wanted to put an addition or a deck on the back of that, they would send you to the Planning and Zoning and City Council to get a Special Use Permit. Everybody's like, why are you doing this?

So the City looked at was, again, we looked at the uses around in the neighborhood, figured out that there was a lot more single-family occupancy in that area, even though it was zoned R-2; we came up with the Overlay District. What that did was it just said, you can use this as single-family or two-family either way. Then that way you didn't put that undue burden onto people with regards, if they were a single family homeowner and wanted to do an addition, or they wanted to put in a garage or something like that, they have to go through those additional hoops.

Patke: Alright, thank you Sal.

Mayor: Okay.

With no further discussion, the motion to continue the Public Hearing at the October 19, 2020 Meeting made by Councilmember Wessels, seconded by Councilmember Pettet, passed without dissent.

* Code Amendments:

- a. Allowing the use "Social correctional, treatment, and counseling services" as a Special Use in C-1 and C-2
- b. Changing the maximum height of a cell tower from 100 ft. to 200 ft.
- c. Changing the maximum height in C-2 General Commercial from 3 stories to 4 stories or 50 ft.

September 15, 2020

Re: Code Revisions

Honorable Mayor & City Council

405 Jefferson Street

Washington, MO 63090

Dear Mayor & City Council Members,

The Planning and Zoning Commission held a public hearing to discuss the following code changes on September 14, 2020

1. *Allowing Counseling Services as a Special Use in C-1 and C-2 Districts*
2. *Increasing the maximum height of cell towers from 100 ft. to 200 ft. and specifying that all structures must be setback the height of the tower plus 10ft. (Currently the code only says residential structures must be setback a certain distance)*
3. *Increasing the maximum height in the C-2 General Commercial Zone District from 3 stories to 4 stories.*

Summaries are attached to this letter.

The Commission voted to approve all three changes via an 8-0 vote.

Feel free to reach out with any questions.

Sal Maniaci

Community and Economic Development Director

a. Allowing the use “Social correctional, treatment, and counseling services” as a Special Use in C-1 and C-2

Mayor: Okay, Sal.

Maniaci: Alright. Yeah, so this is just a Public Hearing tonight to discuss these items. There is not an ordinance to vote on anything tonight. We would like to bring back an ordinance to make these changes or something similar to these changes at a meeting in October.

I'm going to go through a quick overview of each of these one by one, and I'll let a chance for comment after each one. Just so everyone is aware, this is, I think once a year we kind of come in with a handful of stuff that's come up throughout the year. The only one that is I consider pressing the second one on the cell tower, we do have an application waiting and the outskirts waiting to be submitted. If this were to be changed, the other two have just been something that we've talked about a little bit and said, if we're going to bundle a Public Hearing and code changes, we'll do this all at one time.

So, the first one I think is pretty simple. If you look in your packet, which was submitted, is a code change allowing a definition of Counseling Services as a Special Use Permit in C-1 and C-2. So in our Zoning Matrix, we have those lists of land uses and in they're the ones that are highlighted list code 9221 Social Correctional Treatment and Counseling Services. For some reason I don't really know why, but whenever as you guys all know, this table of uses is many pages long and there's hundreds of uses. So we didn't, when we hired PGAV to do this, we didn't go over individual uses and track where they were putting them, but we kind of trusted them on that. I had someone call, I don't think they were serious about doing one, but they were just looking at our code and they said, hey if we want to do a Counseling Service as like an office, we have to be in the Industrial Park that says, and it didn't sound right to me, but I looked and they were correct. That didn't necessarily sound right.

I mean, I think a more intense use as there's one, that's actually just two down, a Substance Abuse Agency and Treatment Center. So, almost like a Rehab Center is already a special use in all of our commercial districts. I would argue that this is a less intense use than that and so it really should be a special use.

So, the only change here is adding that S to our table for a special use in C-1 and in C-2.

Mayor: Okay.

Maniaci: I'll step aside.

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

Maniaci: I think I just need a motion to accept it into the minutes...*(inaudible.)*

Piontek: Yes.

Maniaci: Okay.

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

b. Changing the maximum height of a cell tower from 100 ft. to 200 ft.

Maniaci: The second one has, I would probably expect a little bit more discussion. It did have some changes at Planning & Zoning. So Planning & Zoning, I should have mentioned, has reviewed all of these. We actually had, in the past two months, we had a discussion a month where we just discussed it, a Public Hearing last week where they actually made some changes and then they voted on to make an amendment.

So, we had in 2017 completely when we revamped our zoning code with everything, with our Zoning Matrix and everything, we had rewritten our had PGAV our consultant, rewrite our cell tower code because in 2014, the state legislature had voted to really take away restrictions that cities were allowed to do for cell towers. They're more considered at a public utility now and so we actually had our code was too restrictive.

So we had an illegal code in 2017 where there's a lot of things listed in there that cities can no longer ask for. But when we did that beforehand, we just had Special Use Permits required and setbacks. We didn't have specifics on height when it was written. I honestly, I believe they took it from Maplewood was the code that they had. They were looking at, they set a maximum height for cell towers at 100 feet. They could not be any taller than that. It actually didn't even allow since it was a special use, didn't even allow for, variance to go to the Board of Adjustment. I really just had to be in that application or they could not apply. We've only had one cell tower requested since 2017 when we did this, it was the most recent one at Sharp Shooters and because of where that hill that it's on, it actually only needed to be about 88 feet. I believe.

So I didn't fall, you know, it didn't have an issue. We had the same applicant looking to, put another cell tower in town. Actually think it may have been the result we've had a lot of complaints and I'm sure it's no secret that we don't have the best cell coverage throughout the entirety of town. There's parts on the west side of town where we're seeing a lot of new residential development that doesn't have good coverage, same with Downtown. I think you'll see some of these cell tower companies trying to fill in those gaps.

Anyway, long story short with one of these new applications, they realized that one of the proposed towers was going to be over 100 feet and it was not permitted. Reviewing it in house, we realized that we didn't want to restrict cell towers. If you look back at our existing towers that we've already approved, over the years, most of them, I think all but one are over 100 feet already.

So, we wrote this code, we actually made it more restrictive than what we already had. So, we recommended to change it from 100 to 200 feet with it still requiring a special use part because P&Z and Council will then still have the chance to review each one on a case by case, make sure there is setbacks that are meeting the requirements and good for the area and that sort of thing.

P&Z recommended to, yes, let's increase it from 100 to 200 given the fact that we still have to review it. On top of that, when we were reviewing it, it was brought to our attention that in this, in your packet F1 and 2, there was one wireless support structures except disguise support structure shall not be located within 200 feet of any residential structure. That was a code that we had beforehand. We wanted to keep that we wanted to keep no matter the height, whether it was 200 feet or not, whether it was a 100-foot tower or not, it needs to be 200 feet from residential structure

F2 kind of repeated the same thing and said that all wireless sports structures except disguise sports structures, shall be separated from any residential structure at least the distance equal to the height of the tower plus 10 feet. It was kind of a redundant requirement because it already has to be 200 feet plus the height of the tower and the second one, P&Z realized that is only protecting residents restructures and not commercial structures. So they wanted to change that to be any structure, which is what you see highlighted there.

In our discussion last week, it was brought up by someone making a public comment that does make it more restrictive because there's a lot of times, if you look at our existing towers, there's a lot of times that they're going to be closer to commercial structures especially if they are leasing from an already developed piece of property, they're going to be often tucked into their where they're not going to be the height of the tower away.

So, last week it was staff's recommendation to have that language be that they had to be from any residential or commercial structure, the distance of an engineered fall zone. So, whenever they submit documentation that it falls a certain, if there's a Lattice Tower, they're supposed to have engineered plans that it collapses and falls on itself, and it's not actually the height of the tower.

Secondly, if it's a Monopole Tower, they kind of collapse into itself. So, the problem being with that is that the falls zone is not exactly defined, because a different engineer could have a different study of what a fall zone is and in that regard P&Z voted to recommend that it just be any structure.

So, all wireless structures, support structures have to be separated from any structure at least the distance equal to the height of the tower plus 10 feet. That is what Planning & Zoning voted on last week. I'm going to open it up, because I know there are some people here comment on this. I will say, I do have a concern that this does actually, we're fixing one problem with F1, or I'm sorry, by B here by increasing in the height and allowing it, allowing more towers and allowing better coverage in town, but then we're adding another problem by making it more restrictive on the setback. So, we're really not fixing the issue here. I completely understand that there's a concern for protecting the liability of a commercial structure. It could be an office building where people are there during the day but in actually the case the application that we have on the wings ready to go in, it's on a property with a storage unit so there's no one in a

storage unit. The liability is a lot less, there's not people who are there as an office working there, during their hours during the day.

So, that's why I think it could be beneficial to somehow have some language in here where it allows for a Special Use Permit, which already does, but then to be reviewed on the setbacks on a case by case basis, because yes, if it's nuzzled next to a office building, we may want to review those setbacks and say, hey, it needs to be so far away. You have a lot of people. You have a lot of density here. If it's on a property where it's only storage units or a warehouse where there's no people there during office hours or overnight, then maybe we're more inclined to allow for less setbacks from a commercial structure.

So I'll leave it up to that again. This is the opportunity for discussion and there's no ordinance to vote on tonight. I wanted to hear your guys' opinion, and then what we'll do is we'll write an ordinance and come back next month. So I'll open it up, and John, there is a PowerPoint that I dropped.

Mayor: Okay. I believe there's someone here who would like to address the Council. Hi.

Jake Sprague: Hi. Yes, my name's Jake Sprague. My address is 5055 Highway N, Suite 200, St. Charles, Missouri 63304. I'm here with Network Real Estate. I work on behalf of AT&T, what's called a Site Acquisition Agents. Site Acquisition Agent for AT&T and basically when AT&T determines that there's a need for better coverage in their network, they issue what's called a search ring to us to build a new tower. That tower is, as Sal was talking about the one over off of Alberta Lane. This arose out of the City of Washington, the citizens, the residents basically saying that they didn't have good, good coverage.

So if you go to the next slide, please. This tower where we increased the height the setbacks actually make it more restrictive. The most needed areas are basically the Downtown area, which is densely populated and then residential areas. The Phoenix Center where the Target and everything is, there's a bunch of new residences that were residents that were just constructed there and obviously that's all residential zoned residential.

This ordinance, as it was written right now, the setback from any structure, it basically outright prohibits towers that don't meet setback. Even the structures that are rarely occupied, like Sal was saying, storage facility, any accessory use structure like a shed or something along those lines or warehouses where there's not a great safety risk to the citizens. Obviously the setbacks are to protect property from a liability standpoint, but for the bigger and more important thing is safety. This current ordinance, the way it's written, doesn't really give the avenue for the City to even consider applications where there's little risk to public safety and kind of have that case by case basis that Sal was talking about. You can go to the next line.

So, the specific site that we were discussing is located right here on the map, which is just east of town. What it's meant to do is take basically the traffic off of this tower, what the one on East or on Fifth Street and the sector pointing to the east right here, it's supposed to enhance the coverage and provide for some offload of that.

So, the blue right here, the blue is where the coverage is not great. The red is where the coverage is good. As you can see right here, this is mostly the industrial area that we we're proposing the tower, and then pretty much all surrounding it is the residential. Then down here, as you see the blue, that's the new residences that are just south of the Phoenix Center.

So if you go to the next slide. So, basically the solution that we have determined to enhance the network and cover these holes is a approximately 70, 175 foot to 200 foot tower to offload that traffic. You can see this is the area that we were pretty much looking at to do that. If you go to the next one, so what this new tower would do as far as the network goes, if you remember from the previous slide that was all blue and same with down here, and this right here was kind of blue. It would allow for the traffic to be offloaded from this tower right here. It will also provide new coverage for right down here.

So, there's basically two reasons that you receive poor service. One of them is that the tower that's serving your location is overloaded with too many people using their phones, people streaming videos, everybody uses their phone and their internet of things for various different reasons. The other reason is that you geographically are outside of the area where a targets meant to cover. So, this new tower will provide the coverage for this area down here, and also will offload the traffic and the stress of this tower right here, that's currently overloaded.

Next slide. So, the challenges for our current tower that we came into is the area all around right here is residential, where towers are prohibited use and a majority of the commercial and manufactured zone properties. They wouldn't meet the setback requirements that are currently proposed of the tower height, plus 10 feet. There's only a handful of properties that could possibly work and meet these setback challenges.

Of those few that you have to have a willing landowner, a landlord, or a property owner who would enter into a lease. Then once you did enter into a lease agreement or work with a landowner that that's willing, a lot of these parcels down here at the Phoenix Center, the only spots that would meet setback, basically fall right in the middle of the parking lot which would essentially is not a desirable option for either the City or for the property owner for future use of the property and the parking requirements for their facilities.

There's also other things to consider like the wetlands. As you know, kind of came up on the previous item, the FAA in Washington Memorial Airports, just to what would be right up here to the northwest comes with height restrictions and limits location possibilities.

Next slide. Okay, so yeah, this is perfect. So, what we're requesting is alternative setback language that will allow for future tower proposals to be set back from non-residential structures, a distance equal to towers falls zone radius. I think one of the main issues and concerns with the Planning and Zoning Commission where the definition of a fall zone. When I try to do it and this slide is kind of provide a little bit more detail on that.

I think that I failed to fully inadequately explain what the fall zone radius was. The fall zone would be the area from the center of the tower, which there's a potential hazard from falling or collapsing material. So, basically the tower, if this was the tower right here it wouldn't fall over like this. It would fall over onto itself, maybe based on a stress ratio point in the tower. The fall zone for each structure is determined by the licensed engineer in accordance with Current Telecommunications Industry Standards ANSI/TIA22 Rev H, that's the structural standard for antennas supporting structures and the antennas. It's what I'm sure the Planning or the Building Department is familiar with.

As far as structural analysis, when they're submitted, they have to follow all of these standards. The applicant would be required to submit the stamp letter from a licensed engineer stating the fall radius based on the tower structural design. Once again, that's based on the

standard right above there and based on how the tower is designed. I think monopole is the only permitted tower type in the City of Washington. So, in this case, it would call out the stress ratio and give it an exact number to where the tower would be basically a fall hazard.

When these towers are designed to this standard, the tower generally can withstand greater strength wind events than which it's designed for. The structural failure would take a catastrophic event. Without getting into specifics, it would be most likely a tornado or something along those lines, what would be so catastrophic that surrounding structures would most likely experienced catastrophic damage.

Some of the example of the language that could be, that is used in one of the letters would be the monopole buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in a portion of the monopole being leaning over and remaining in a permanently deformed condition. So, basically that half point that I was saying, it would buckle there and then become unusable but wouldn't necessarily, it would not tip over just like a pencil.

The acceptance of the fall zone certification from a licensed engineer must be at the City's satisfaction to ensure that it provides a necessary safety to the public. Kind of reiterating this is the, the main concern with the setback, a setback distance, and as previously, it was in the previous zoning ordinances, residential and it's safety.

Next slide.

Lamb: Are there a lot of communities that have that standard where, go back to your previous slide, if you don't mind. From a licensed engineer stating the full radius. I mean, is there a lot of communities that operate with that?

Jake Sprague: Yeah, so we've seen the fall zone with plenty of our zoning jurisdictions that we work with. Mostly we have seen Cities that do the tower height plus 10 from residential structures, but we usually what we don't see is it from any structure and the reason being it severely restricts the location possibilities for towers especially in a City like Washington, where the elevation of the land changes so drastically in some parts. It's tough to get a tower of the top of the height that's needed for the network that would meet setbacks in specific locations.

So, this is just the example that we working on and we kind of discussed this with Sal last week. It basically would change the distance from any structure to, from the base of the support structure to a prescribed area that there is potential hazard from falling debris or collapsing material or fall zone as certified by a licensed engineer. What this language would do is give the Planning and Zoning Committee a chance to consider the case by case basis of each individual tower based on the unique circumstances of each tower. Right now there's, and if the planned ordinance language that's currently put in front of City Council is approved, it wouldn't give any future towers or future locations the ability to be considered from for Planning and Zoning to approve.

The benefits, this like kind of reiterating the, it would give the City a avenue to evaluate all of the future tower applications. There are the unique circumstances surrounding the proposed tower on a case by case basis. This will allow AT&T to deliver improve network as the City continues to grow and then most importantly, it ensures public safety by utilizing that fall zone. Thank you for your time. If you have any questions.

Mayor: Does anyone have any questions?

Patke: John, is this something that would fall on the Building Department where we would have to have, are you familiar with the engineering...

Nilges: Yeah, I mean...

Patke: *Inaudible*

Nilges: Yeah, the Building Department reviews that. I mean, any building permit that's issued by the City doesn't suggest to take over liability for it, I'd be still be on the licensed engineer that they hire or ATT whoever owns it. So yeah, we review it. Typically, the plan state, the fall zone, those things, you check the building code and make sure it does, or the zoning code. If it does you move on.

Patke: There's no way that we would check the stress factor or the fall zone of it?

Nilges: No.

Patke: They have to have that...*(inaudible.)*

Nilges: Yeah.

Patke: *(Inaudible)*

Nilges: We can request it and it typically they provide that, but no we don't re-engineer their design. It's not the City's role here.

Skornia: Sir.

Jake Sprague: Yes.

Skornia: Typically, do you have one or two stress points where it's going to be designed to be broke at?

Jake Sprague: Well, that would depend on the tower height. So an 80-foot tower, not necessarily, they will design, say if it's a little bit taller of a tower, like 175 feet, not being an engineer myself, I can't speak specifically to how the structure, the stress points would be designed, but, I would say yes that would be a possibility, but no, like I said, I'm not an engineer so I can't really speak to that specifically.

Mayor: Are there any other questions? Okay, alright. Thank you.

Jake Sprague: Thank you very much.

Mayor: Thank you for your presentation. Okay, Sal.

Maniaci: *Inaudible*

Mayor: Was there anyone else who wanted to speak regarding cell towers? Okay.

Maniaci: Okay. So again, I'll just kind of reiterate and I'll, you know, between now and unless I hear differently tonight between now and next month, I'd like to work with Mark to draw something up, write an ordinance that does allow for this type of language. Something that he's comfortable with that Council will be. Maybe if the having the definition of falls zone is maybe what we don't want, because it is a, it's not the same for each tower. I would like, I think it'd be a good idea to have the capability for P&Z and Council to approve these on a case by case basis as needed and not have to trigger the need for a request for a variance, or to say that can't be applied at all.

Again, I think there's going to be, I think there's going to be a need for some of these in different areas. If it's right next to an office building we may want some more setbacks, but over a storage unit, it's a little bit of a different scenario.

So, that's where I would like is just to set this in the minutes, but then with some direction to come back with some maybe less restrictive changes. I don't believe it needs to go back to

Planning & Zoning unless Mark disagrees that since we had the Public Hearing we can draft something up next month.

Piontek: Yeah.

Maniaci: Okay, that's I got on this one.

Mayor: So any other questions or anything?

Maniaci: Alright.

Mayor: Okay, so this concludes our Public Hearing. Do we need to accept anything here?

Maniaci: I think you still need to accept this one individually, and then I have one more.

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

c. Changing the maximum height in C-2 General Commercial from 3 stories to 4 stories or 50 ft.

Maniaci: Alright, then lastly this is a change I think we may have seen coming for a while. It's just, we hadn't been proactive about it. Currently in our C-2 General Commercial that is our Non-Downtown Commercial Zone District that is primarily along, most quarters like Fifth Street, Highway 47 and 100. We have a maximum height requirement in that district of either 45 feet or three stories that has been a pretty standard requirement. I even looked at some of other communities that have always had that requirement. Actually, we brought it up at Planning & Zoning John Borgmann, who's on Planning & Zoning, whose also a Fireman had brought up that was probably written, you know, decades ago to match the height of our tallest ladder truck. It was before we had sprinkler requirements and fire ratings on different buildings, and that was kind of the reasoning for that requirement.

We've actually already amended our Downtown allows eight stories or a hundred feet so we already have the capability, obviously with our hospital, the Bank of Washington, other structures, taller than three stories. We already have the capability, the technology to require safety measures for that. We think it's a little antiquated to require commercial structures and C-2 to only be three stories.

I will just be in full transparency. We don't have any applications or anything on the wings for this, but we have had some calls and some requests, just from again, nothing concrete, but from hotel developers, when you see a flagship hotel, anything that's like a Hilton or a Drury or something, they're pretty much have their box that it's a flag, their chain is allowed to build. If they look in the community that does not allow that type of development, they just move on to the next community. They don't take really the time to do it to get a variance or anything, unless they really want to be in that area.

So, we think it increasing as the four stories also opens up the capability of allowing for that type of hotel development. If you remember, we paid for a study about two years ago, it actually said we have the need for another a hundred rooms. This could be a hindrance to filling that demand is because we our actually building code doesn't allow it. P&Z did vote unanimously to approve this one from three to four stories and then it's 15 feet for per story. So, that's why we have up it to 60 feet max.

Mayor: Okay.

Wessels: Sal, isn't the hotel out at South Point and 100 already...

Maniaci: No, that's three stories.

Wessels: That's only three? It looks taller.

Maniaci: Tall ceilings, but yeah, it's only three stories.

Mayor: Okay, any questions from Council Members? Comments? Okay. Is there anyone here tonight who would like to address the Council on this particular item of changing from three stories to four stories?

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

CITIZENS COMMENTS

- * Citizens Comments made during Council Comments.

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * Emergency Management Director Report – Discussion on restricting rental of City facilities
 - * Emergency Management Director, Mark Skornia presented information to the Council regarding COVID-19 cases in the City of Washington, the 5-Day Average, hospitalizations and 14-Day Positivity Rate for Franklin County, and the Harvard Global Health/King County, Washington and US Surgeon General metric models. A brief discussion ensued regarding adopting a policy for renting/utilizing City facilities based on the positivity rates in Franklin County.
 - * Dr. Riechers addressed the Council regarding the Harvard Global Health/King County, Washington Model.
 - * Mercy Hospital Washington, President Eric Eloff presented information to the Council regarding COVID-19 hospitalizations and hospital capacity.
 - * Dr. David Chalk addressed the Council concerning the upcoming flu season.

With no further discussion, a motion to adopt a policy on restricting City facility rentals when 2 or 3 criteria are met per Emergency Management recommendation with an effective date of October 1, 2020 made by Councilmember Wessels, seconded by Councilmember Holtmeier, passed without dissent.

- * After a brief discussion on mass gatherings and the two upcoming Downtown Washington Inc. events, a motion made to allow Downtown Washington Inc. to proceed with Sunset on the Riverfront on September 24, 2020 and the Fall Festival of the Arts & Crafts on September 25 – 27, 2020 as long as they enforce social distancing and mask wearing made by Councilmember Patke, seconded by Councilmember Sullentrup with Councilmember Holtmeier voting nay.

- * Washington Regional Airport Hangar Construction-Funding Update
September 14, 2020
Honorable Mayor and City Council
City of Washington

Washington, MO 63090

RE: Washington Regional Airport – Hanger Construction – Funding Update

Dear Mayor and City Council Members:

At previous meetings, I briefed you on some exciting news that we receive from MoDOT regarding our hanger construction project.

The airport receives approximately \$150,000 per year of Non-Primary Entitlement (NPE) money that can be utilized for capital improvements via a 90% grant. This amount of money can be saved until the amount reaches a maximum \$450,000. Anything over \$450,000 can be forfeited back. The addition of a 12 bay hanger was discussed during our Capital Improvement Sales Tax meetings and \$187,000 of that money is allocated for airport improvements per year (\$1,496,000 over the entire 8 years).

With that, we will have approximately \$514,646 of NPE (includes 10% match). The current estimate to construct is \$1,070,650. This means the City would need to pay an additional \$556,004 out of Capital Improvement Sales Tax to fund this project. We are prepared to do so.

In July, we were notified that due to the closure of the St. Clair airport, MoDOT will cover the funding shortfall for this project. The following is the funding breakdown:

MoDOT NPE Funding: \$479,847.00

City Local Funds NPE Match: \$34,799.00

MoDOT (Due to St. Clair Airport closure): \$556,004.00

The \$556,004 is the amount the City would have had to pay out of Capital Improvement Sale Tax. I will be working with Administration to identify other projects where this money would be best utilized.

I anticipate that you will find this information very welcoming, and we look forward to kicking off the design for this project.

Respectfully submitted,

John Nilges, P.E.

Public Works Director

Public Works Director, John Nilges updated Council on the Hanger Construction Project.

ORDINANCES/RESOLUTIONS

Bill No. 20-12225, Ordinance No. 20-13174, an ordinance authorizing and directing the City of Washington to enter into a sales contract with Don Brown Chevrolet of St. Louis, Missouri for the purchase of a 2020 Chevrolet Silverado Medium Duty Regular Cab Truck with Dump Bed.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Pettet-aye, Holtmeier-aye, Patke-aye, Wessels-aye, Hidritch-aye, Obermark-aye, Sullentrup-aye, Skornia-aye.

Bill No. 20-12226, Ordinance No. 20-13175, an ordinance accepting the bid from Heavy Duty Equipment Company and to approve the purchase of an enclosed trailer by the City of Washington, Missouri

The ordinance was introduced by Councilmember Patke.

After a brief discussion, a motion to go with the local vendor for purchase made by Councilmember Hidritch, seconded by Councilmember Hidritch. After an additional discussion, the motion was rescinded by Councilmember Holtmeier. The ordinance was read a second time and approved on the following vote; Pettet-aye, Holtmeier-aye, Patke-aye, Wessels-aye, Hidritch-aye, Obermark-aye, Sullentrup-aye, Skornia-aye.

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * America in Bloom Symposium will be held virtually.
- * Community Relations Board Update.

CITY ADMINISTRATOR'S REPORT

- * None

COUNCIL COMMENTS

- * Councilmember Wessels thanked Dr. Riechers for the Harvard Global Health/King County, Washington Model information. He suggested that the Council discuss and look at the other two suggestions made due to the increase in numbers.
- * Citizens Comments were made at this time. Margie Berger, Sherri Werts, Judy Randazzo, Danielle Eaton, Ryan Eaton, an known person, Carolyn Simmons spoke against a mask mandate. An unknown person commented on the posters in the breakroom.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 10:17 p.m. by Councilmember Patke, 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, MISSOURI

Department of Planning and Engineering Services
405 Jefferson Street · Washington, MO 63090
Phone (636) 390-1010 · Fax (636) 239-4649

CHANGE ORDER #1 & FINAL PAYMENT REQUEST

NAME OF PROJECT: **Riverfront Trail**

CONTRACTOR: **N.B. West Contracting Co., Inc.**

Original Contract Amount:	\$191,060.00
Change Order #1	\$ 28,227.13
Final Payment Request:	\$219,087.13

Accepted:

Approval:

Date: _____

Date: _____

N.B WEST CONTRACTING CO. INC

CITY OF WASHINGTON, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

Invoice



314-962-3145
www.nbwest.com

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

Bill to: **CITY OF WASHINGTON**
 405 JEFFERSON
 WASHINGTON, MO 63090

Ship to:
 405 JEFFERSON
 WASHINGTON, MO 63090

Cust #	Customer Ref	Invoice #	Invoice Date	Description	Terms
2383		7990	09/11/20	RIVERFRONT TRAIL	Upon Receipt

Mth/Trans	Description	Contract	Unit Price	Amount
09/20 66	RIVERFRONT TRAIL-ENTIRE PROJECT	202354.		\$219,087.13

Notes:

	Quantity	Unit	Unit Cost	Total
MOBILIZATION	1	LS	\$ 2,360.00	\$ 2,360.00
ASPHALT	2869.87	TON	\$ 74.00	\$ 212,370.38
			SUBTOTAL	\$ 214,730.38
T&M				
SKID LOADER	3.5	HOUR	\$ 50.00	\$ 175.00
MOTOR GRADER	17	HOUR	\$ 65.00	\$ 1,105.00
ROLLER	11.5	HOUR	\$ 30.00	\$ 345.00
OPERATOR				
STRAIGHT TIME	16	HOUR	\$ 74.86	\$ 1,197.76
OVERTIME	7	HOUR	\$ 115.41	\$ 807.87
			SUBTOTAL	\$ 3,630.63
			20% O&P	726.12
				\$ 4,356.75
			CONTRACT TOTAL	\$ 214,730.38
			EXTRA WORK	\$ 4,356.75
			TOTAL DUE	\$ 219,087.13

Total Sales Tax	\$219,087.13
Less Retainage	
Total Due	\$219,087.13

Thank You for Your Business!!!



September 29, 2020

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

RE: Riverfront Trail – Completion Update

Dear Mayor and City Council Members:

This correspondence is meant to provide you an update on the Rotary Riverfront Trail reconstruction as the project moves towards closeout. To date, staff has:

1. Negotiated a closeout agreement with Alberici that secured fill material for future projects at the airport, secured fill material for repairing a large bank washout along the trail, secured additional funding to pave the entire length of trail, and ensured the trail would be completed by fall of 2020.
2. Completed all base rock restoration with City staff.
3. Completed paving of the entire trail with EMS turnaround.
4. Completed hazard tree and limb removal with City staff.
5. Completed seeding, straw placement, and clean up with City staff.
6. Completed restoration of bench pads for seven existing benches while adding two new pads on the east trail and nine new pads on the west trail.
7. Repaved the parking lot on the east end (sand plant end).
8. Added four additional parking stalls at the dog park.
9. Added concrete walk & pad for portable restroom, EMS turnaround and for viewing old bridge piers.

Within the package there exists:

1. Final Pay/Final Quantity Change Order– NB West Contracting – Paving
 - a. Original Bid - \$191,060.00 Engineer's Estimate - \$222,797.50
 - b. Final Cost – \$219,087.13

The reasoning for the Change Order is attributed to total reconstruction needed from the bridge to the washout location that was not incorporated in the original bid. The washout repair was negotiated after bidding for asphalt but prior to work being complete. The haul road to the wash out had to be 100% restored. In addition, the asphalt parking lot on the east end and the four stalls at the dog park were added during paving to fix two ongoing issues while the paver was mobilized.

2. Final Pay/Final Quantity Change Order – KJ Unnerstall Contraction – Concrete
 - a. Original Bid - \$32,260.00 Engineer's Estimate - \$35,000.00
 - b. Final Cost - \$39,127.50

The reasoning for the Change Order is attributed to the addition exposed aggregate concrete panels at Riverfront Park that needed repair and the decision to incorporate a contracted time and material operator and skid steer to assist with backfilling operations. City manpower and equipment were short, and the backfilling required assistance to get the trail backfilled to take advantage of weather to get the trail opened.

The total cost to repair the trail is approximately \$294,785.00. We received \$251,400.00 from Alberici, approximately 6,000 tons of hauled fill material to the airport (\$75,000 of rock), and approximately 6,000 tons of hauled fill material to the washout (\$75,000 of rock).

The total savings to the City is approximately \$106,615.00. In addition, the trail was able to be completed and open within the 2020 construction season.

Minor improvements, such as mile markers, educational plaques, trees for bank stabilization and other amenities will be added through fall and winter as time and budget allows.

We anticipate you will find this information welcoming, and we are excited to have this important City asset open again to the public.

Respectfully submitted,



Wayne Dunker
Parks Director



John Nilges, P.E.
Public Works Director

CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services
405 Jefferson Street · Washington, MO 63090
Phone (636) 390-1010 · Fax (636) 239-4649

CHANGE ORDER #1 & FINAL PAYMENT REQUEST

NAME OF PROJECT: **Riverfront Trail**

CONTRACTOR: **KJU, Inc.**

Original Contract Amount:	\$28 740.00
Change Order #1	\$10,387.50
Final Payment Request:	\$39 127.50

Accepted:

Approval:

Date: _____

Date: _____

KJU, Inc.

CITY OF WASHINGTON, MISSOURI

By: _____

By: _____

Title: _____

Title: _____



K.J.U. Inc

4923 South Point Rd
 Washington, MO 63090
 Phone: (636) 239-2028
 Fax: (636) 239-2002

Invoice

Invoice Number
2902
Invoice Date
9/18/2020

Bill To: City Of Washington
 405 Jefferson St

 Washington, MO 63090

Re: High & 2nd St Emergency Repair

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
20025			AIA	10/18/2020
Description				Price

Riverfront Trail work	
EAST SIDE	
Bench Work	8,640.00
Sidewalk Work	1,225.00
Turn Around Pad	7,800.00
WEST SIDE	
Bench Work	5,400.00
Sidewalk Work	2,000.00
Backfilling	7,062.50
Broken Exposed Agg. Replacement	7,000.00

Subtotal	\$	39,127.50
Sales Tax (if applicable)	\$	0.00

NOTICE TO OWNER

Total Due \$ 39,127.50

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICE 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 CHAMPTER 429 RSMO. 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 TWICE

Thank you for your business!

16



September 29, 2020

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

RE: Riverfront Trail – Completion Update

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3. Completed paving of the entire trail with EMS turnaround.
4. Completed hazard tree and limb removal with City staff.
5. Completed seeding, straw placement, and clean up with City staff.
6. Completed restoration of bench pads for seven existing benches while adding two new pads on the east trail and nine new pads on the west trail.
7. Repaved the parking lot on the east end (sand plant end).
8. Added four additional parking stalls at the dog park.
9. Added concrete walk & pad for portable restroom, EMS turnaround and for viewing old bridge piers.

Within the package there exists:

1. Final Pay/Final Quantity Change Order– NB West Contracting – Paving
 - a. Original Bid - \$191,060.00 Engineer's Estimate - \$222,797.50
 - b. Final Cost – \$219,087.13

The reasoning for the Change Order is attributed to total reconstruction needed from the bridge to the washout location that was not incorporated in the original bid. The washout repair was negotiated after bidding for asphalt but prior to work being complete. The haul road to the wash out had to be 100% restored. In addition, the asphalt parking lot on the east end and the four stalls at the dog park were added during paving to fix two ongoing issues while the paver was mobilized.

2. Final Pay/Final Quantity Change Order – KJ Unnerstall Contraction – Concrete
 - a. Original Bid - \$32,260.00 Engineer's Estimate - \$35,000.00
 - b. Final Cost - \$39,127.50

The reasoning for the Change Order is attributed to the addition exposed aggregate concrete panels at Riverfront Park that needed repair and the decision to incorporate a contracted time and material operator and skid steer to assist with backfilling operations. City manpower and equipment were short, and the backfilling required assistance to get the trail backfilled to take advantage of weather to get the trail opened.

The total cost to repair the trail is approximately \$294,785.00. We received \$251,400.00 from Alberici, approximately 6,000 tons of hauled fill material to the airport (\$75,000 of rock), and approximately 6,000 tons of hauled fill material to the washout (\$75,000 of rock).

The total savings to the City is approximately \$106,615.00. In addition, the trail was able to be completed and open within the 2020 construction season.

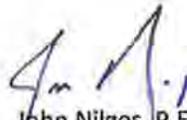
Minor improvements, such as mile markers, educational plaques, trees for bank stabilization and other amenities will be added through fall and winter as time and budget allows.

We anticipate you will find this information welcoming, and we are excited to have this important City asset open again to the public.

Respectfully submitted,



Wayne Dunker
Parks Director



John Nilges, P.E.
Public Works Director



FINAL PAYMENT REQUEST

TO: City Council
NAME OF PROJECT: Main Park Playground
OWNER: CITY OF WASHINGTON
CONTRACTOR: Landscape Structures

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

Original Contract Price.....	\$224,769.00
Contingency.....	\$0.00
New Contract Amount.....	\$0.00
Previous Payments.....	\$112,384.50
Final Payment.....	\$112,384.50

Accepted:

Date: _____

Contractor:

By: _____

Title: _____

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____



October 5, 2020

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

RE: Final Payment Request – Landscape Structures

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the Main Park playground. The project is completed per the specifications and bid documents, and as such, I am asking that you consider granting Landscape Structures' request for final payment in the amount of \$112,384.50.

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

Respectfully submitted,

Wayne Dunker

Wayne Dunker, CPRP
Director of Parks & Recreation

Attachment - 1



CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services
405 Jefferson Street · Washington, MO 63090
Phone (636) 390-1010 · Fax (636) 239-4649

FINAL PAYMENT REQUEST

NAME OF PROJECT: **High & 2nd Emergency Repair**

CONTRACTOR: **KJU, Inc.**

Original Contract Amount:	\$23,290.00
Final Payment Request:	\$23,290.00

Accepted:

Approval:

Date: _____

Date: _____

KJU, Inc.

CITY OF WASHINGTON, MISSOURI

By: _____

By: _____

Title: _____

Title: _____



K.J.U. Inc

4923 South Point Rd
 Washington, MO 63090
 Phone: (636) 239-2028
 Fax: (636) 239-2002

Invoice

Invoice Number	2901
Invoice Date	9/18/2020

Bill To: City Of Washington
 405 Jefferson St
 Washington, MO 63090

Re: High & 2nd St Emergency Repair

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
20025			AIA	10/18/2020
Description				Price

For work done on 2nd and High Street

Per Bid 23,290.00

Subtotal \$ 23,290.00
 Sales Tax (if applicable) \$ 0.00

Total Due \$ 23,290.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICE 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 CHAMPTER 429 RSMO. 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 TWICE

Thank you for your business!

1d



September 30, 2020

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

RE: Second / High Street – Concrete + Pipe Work

Dear Mayor and City Council Members:

The attached Final Pay Request closes out an emergency repair that was necessary to fix a void underneath High Street @ Second Street.

In July, the Wastewater Department was notified of a sanitary sewer surcharge that occurred on Second Street. We immediately mobilized a found a large source of stormwater inflow in the sanitary system at the entrance to Ronsick Field on High Street.

Essentially, a box culvert that collects stormwater from High Street failed and over time the water worked its way to an unknown sanitary stub under High Street. This piping action caused a large void to open up under High Street while diverting all the surface gutter stormwater flow on High Street, from James Street, directly into the sanitary sewer. For perspective, for each inch of rain that would fall, approximately 100,000 gallons of stormwater was entering the sanitary system at this location.

The sanitary line was repaired by the Wastewater Department. The Engineering Department authorized an emergency project to fill the void under High Street, install a new stormwater pipe, install a new double curb inlet, and pour in a new entrance to Ronsick Field with ADA sidewalks.

Original budget/estimate =	\$23,290 for concrete and pipe work.
Cost at completion =	\$23,290
Budget =	Transportation Sales Tax

In our ongoing quest to find and eliminate sources of inflow and infiltration into the sanitary sewer system, this was a major find and repair.

Respectfully submitted,


John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND HOCHSCHILD, BLOOM & COMPANY LLP TO CONDUCT THE ANNUAL AUDIT.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute and enter into an Agreement by and between the City of Washington, Missouri and Hochschild, Bloom & Company LLP to conduct the annual audit, a copy of said Agreement being marked Exhibit I and attached hereto and incorporated herein by reference.

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

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

PASSED: _____

ATTEST: _____

City Clerk

President of the City Council

PASSED: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

EXHIBIT I



Hochschild, Bloom & Company LLP
Certified Public Accountants
Consultants and Advisors

July 31, 2017

Honorable Mayor, Members of the City Council, City Administrator,
and Finance Director
City of Washington, Missouri

Thank you for the opportunity to present our qualifications and proposal to the City of Washington, Missouri (the City). As the current auditor, we are aware of your situation and have a good understanding of the scope of your needs.

As a Firm, we are committed to providing governmental services that will help our clients consistently maintain a high standard of recordkeeping, reporting, and operations. HB&Co. personnel have the experience and knowledge in providing various services to governmental organizations similar to the City. The following is a list demonstrating our commitment to our governmental organizations and specifically how we can meet your needs:

- ◇ The City wants its auditors to be able to efficiently provide services to help meet deadlines and provide knowledge to the City. Since our Firm maintains a concentration in governmental accounting, our audit staff understands your accounting issues.
- ◇ HB&Co. has over 60 references in the St. Louis and surrounding areas you may contact concerning our governmental services, including those with similar programs, funds, and special districts including community improvement districts.
- ◇ HB&Co. has the following Certificate of Achievement (Certificate) for Excellence in Financial Reporting experience:
 - Two members on the national GFOA Special Review Committee
 - Various presentations to the local and state GFOA chapters
 - Initial Certificate applications prepared for over ten municipalities
 - Audit services for over twenty municipalities that obtain the Certificate
- ◇ We are members of the GFOA, GFOA St. Louis Chapter, St. Louis Area City Clerks and Finance Officers Association, East Central Missouri City Clerks and Finance Officers Association, Missouri Municipal Attorney's Association, Missouri Society of CPA's Governmental Committee, Municipal League, and Missouri City/County Management Association.

□ 15450 South Outer Forty Road, Suite 135, Chesterfield, Missouri 63017-2066, 636-532-9525, Fax 636-532-9055
□ 1000 Washington Square, P. O. Box 1457, Washington, Missouri 63090-8457, 636-239-4785, Fax 636-239-5448

www.hbclp.com

PrimeGlobal | An Association of Independent Accounting Firms

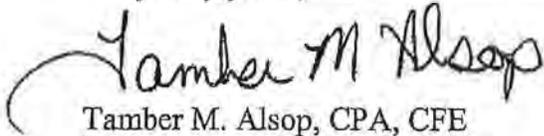
- ◇ Washington wants individuals who have the additional experience and training required to audit various governmental assistance programs under *Government Auditing Standards*, issued by the Comptroller General of the United States. All key team members have completed the experience and training required under *Government Auditing Standards* throughout the last three years. This training is required when Washington receives enough federal grant money to require an audit of its federal programs.
- ◇ Washington wants comprehensive, proactive services from its audit team. HB&Co.'s governmental service team has served many cities for a number of years. Our familiarity with these cities will be an advantage for the City by having auditors who will provide a knowledgeable perspective on a wide range of accounting practices.
- ◇ We are members of the Governmental Audit Quality Center which provides resources to maintain the highest level of quality governmental reporting.
- ◇ We have over 70 years of experience providing governmental services.
- ◇ HB&Co. communicates and shares information to improve our clients' business. We provide regular follow-up, internet website information, newsletters, and tips to clients.
- ◇ Washington wants a firm that will be able to provide the highest level of tax reporting to provide support for payroll, employee benefit programs, contributors, vendors, and customers. We have a tax department with research capabilities and tax planning experience needed to help you when necessary.
- ◇ We are members of PrimeGlobal, a worldwide association of independent accounting firms and business advisors that can provide additional national and international research capabilities and resources.
- ◇ Our Firm is a member of the AICPA and both the Center for Public Company Audit Firms Section and the Private Companies Practice Section of the AICPA. All members of these Sections must adhere to higher quality control audit and reporting standards other than CPA firms and the members are subject to regular peer review procedures established by the AICPA on which we have received unqualified opinions. Also, our most recent peer review resulted in no letter of comments issued, which is only achieved by the top quality firms. The fact that we have voluntarily taken on these responsibilities ensures that you receive the highest quality work available.
- ◇ Our Firm is one of the top 15 largest regional accounting firms based in the St. Louis area, according to the 2017 *St. Louis Business Journal*.

The audit services team for the City provides all services noted in the accompanying Governmental Services page. This team has the ability and capacity to complete the work timely. We have a flexible schedule and will work with the City in a cooperative manner. In addition, we will remain accessible and available throughout the year for consultation purposes and to answer questions from time to time.

Enclosed is a separately sealed envelope with our fee schedule. In accordance with your request, this is a firm and irrevocable offer for 90 days. If you agree with the terms of our engagement as described, please sign below and return one copy to us.

We appreciate the opportunity to be of service to you and believe this proposal and fee schedule accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,



Tamber M. Alsop, CPA, CFE
Partner

Enclosures

RESPONSE:

This proposal correctly sets forth the understanding of the **CITY OF WASHINGTON, MISSOURI**. Either party may cancel this agreement or both parties may extend this agreement in subsequent years.



Signature

10-02-17

Date

EXHIBIT A



**PROPOSAL FOR PROFESSIONAL
AUDITING SERVICES**

CITY OF WASHINGTON, MISSOURI

Submitted by:

**Tamber M. Alsop, CPA, CFE, Partner
Hochschild, Bloom & Company LLP
Certified Public Accountants
1000 Washington Square
P.O. Box 1457
Washington, MO 63090-8457
Phone: 636-239-4785
E-mail: tammy@hbclp.com
Date: July 31, 2017**



Hochschild, Bloom & Company LLP
Certified Public Accountants
Consultants and Advisors

July 31, 2017

Honorable Mayor, Members of the City Council, City Administrator,
and Finance Director
City of Washington, Missouri

Attached is the fee schedule we used to determine our fee for the 2017 through 2021 basic audit engagement. This is certification that I am entitled to represent the Firm, empowered to submit the bid, and authorized to sign a contract with the City of Washington, Missouri.

The purpose of this letter and the attached fee schedule for each of the years ending September 30, 2017 through 2021 is to accompany the proposal for professional services submitted separately.

Sincerely,

Tamber M. Alsop, CPA, CFE
Partner

TMA/krc

Attachment

- 15450 South Outer Forty Road, Suite 135, Chesterfield, Missouri 63017-2066, 636-532-9525, Fax 636-532-9055
- 1000 Washington Square, P. O. Box 1457, Washington, Missouri 63090-8457, 636-239-4785, Fax 636-239-5448

www.hbclp.com

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CITY OF WASHINGTON, MISSOURI
FEE SCHEDULE

<u>For The</u> <u>Years Ended</u> <u>September 30</u>	<u>Standard</u> <u>Audit</u>	<u>Single</u> <u>Audit</u>	<u>Component</u> <u>Unit</u>
2017	\$19,500	\$3,500	\$3,100
2018	19,700	3,500	3,100
2019	19,900	3,600	3,200
2020	20,100	3,600	3,200
2021	20,300	3,600	3,200

Our fees noted above are inclusive of all out-of-pocket costs, all related meetings with the City officials, and periodic consulting concerning routine matters. Our fees for this engagement will be based on the actual time spent at our quoted hourly rates. Should this time at our standard hourly rates be less than our total fee noted above, we will bill you accordingly. We will be available for other consultations throughout the year at our standard hourly rates, or we may be engaged through a separate contract for other projects. Should out-of-pocket costs be necessary, the Firm will accept reimbursement for travel, lodging, and subsistence at the prevailing City rates for its employees.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. (Factors causing additional time include grossly inadequate schedules, excessive audit journal entries, improper internal control procedures, missing records, additional funds or accounts, and additional accounting pronouncements.) Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our Firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Ten percent will be withheld from each billing pending delivery of the final reports.

We may continue to provide accounting and auditing services to the City for fiscal periods beyond September 30, 2021 at a negotiated fee.

CITY OF WASHINGTON, MISSOURI
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2017 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	<u>60</u>	<u>\$180</u>	<u>165</u>	<u>\$ 9,900</u>
Supervisory staff	<u>84</u>	<u>125</u>	<u>100</u>	<u>8,400</u>
Staff	<u>90</u>	<u>91</u>	<u>83</u>	<u>7,470</u>
Other (specify): Clerical	<u>15</u>	<u>68</u>	<u>61</u>	<u>915</u>
Total For Services				<u>26,685</u>
Out-of-pocket expenses:				
Meals and lodging				<u>-</u>
Transportation				<u>-</u>
Other (specify): Rounding				<u>(585)</u>
Total All-inclusive Maximum Price For 2017 Audit				<u>\$26,100</u>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.



October 5, 2020

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

RE: Auditing Services

Honorable Mayor & City Council Members:

The City has a current annually renewable agreement for auditing services through fiscal year 2021 with Hochschild, Bloom & Company LLP (HBC). The agreement is in effect for a period of one (1) year commencing with fiscal year ending September 30, 2017, with the agreement automatically renewing for four (4) successive one (1) year terms, unless terminated by either party in writing not less than sixty (60) days prior to the end of the current term. The cost for the FY2020 audit which is the fourth year of the contract is as follows:

Standard Audit:	\$20,100
Single Audit:	Additional \$3,600 annually, if required

HBC possess the qualifications, experience and adequate staffing to perform a quality audit. In addition, they have agreed to have the audit available by March 15th to insure the City is able to be in compliance with the City's debt covenants.

An ordinance to execute this agreement is being presented for your approval.

Respectfully,

Mary J. Sprung, CPA
Finance Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SALES CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND ERB EQUIPMENT, CUBA, MISSOURI FOR THE PURCHASE OF A JOHN DEERE 9520R SCRAPER TRACTOR AND SCRAPER.

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 enter into a sales contract by and between the City of Washington, Missouri and Erb Equipment, Cuba Missouri for the purchase of a John Deere 9520R Scraper Tractor and John Deere 2412D E Four Tire Ejector Scrape for the amount totaling Five Hundred Thousand Eight Hundred Twenty-Five Dollars and Thirty-Five Cents (\$500,825.35). A copy of said sales contract is marked as Exhibit A and is attached hereto and incorporated herein by reference.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

SALES CONTRACT

This Sales Contract, made and entered into this ____ day of _____, 2020, by and between Erb Equipment Co., Inc. 6885 Old Route 66, Cuba, MO 65453, 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 best quote received for furnishing of one John Deere 9520R Scraper Tractor and John Deere 241D E Four Tire Ejector Scraper as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City with one John Deere 9520R Scraper Tractor and John Deere 2412D E Four Tire Ejector Scraper for the payment in the total sum of Five Hundred Thousand Eight Hundred Twentypfive and Thirty-five cents (\$500,825.25)

2. 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.

3. 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



September 21, 2020

RE: Recommendation – Use Erb Equipment Bid for the purchase of a John Deere 9520R Tractor and 2412D Ejector Scraper for the Street Department

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment needs to be purchased, staff will annually review and analyze the equipment to determine the current requirement and the need for purchases. In doing so, it has been determined that the 2000 Caterpillar 75E and 2000 CEPCO Scraper have exceeded their life span with well over 13,336 hours and 37,740 miles on them and is in need of replacement due to maintenance issues, condition, becoming outdated and worn from years of service. The Street Department has budgeted for replacing the tractor and equipment in the 2020-2021 budget, in the amount of \$400,000.00 for a new tractor and \$175,000.00 for a new scraper totaling \$575,000.00.

I am recommending that the City of Washington go with the Erb Equipment Quote ID #21693294, under the Sourcewell Contract #032119, with Erb Equipment in the amount of \$500,825.35 (which is under budget) for the John Deere 9520R Scraper Tractor and Scraper. And Trade-in the Caterpillar 75E and CPCO S 175 in the amount of \$35,000.00 for both.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,

A handwritten signature in black ink, appearing to read 'Tony Bonastia', is written over a light blue horizontal line.

Tony Bonastia
Street Superintendent

Company	John Deere 9520R Scraper Tractor	John Deere 2412 E Four tire Ejector Scraper	Total	Trade In 75E Challenger	Trade in Cepco S175 Scraper	Total Cost
Sydenstricker Nobbe	\$410,047.13	\$134,078.40	\$544,125.53	\$30,000.00	\$10,000.00	\$504,125.53
Erb Equipment	\$409,040.68	\$126,784.67	\$535,825.35	\$25,000.00	\$10,000.00	\$500,825.35



Quote Summary

Prepared For:
CITY OF WASHINGTON
405 JEFFERSON ST
WASHINGTON, MO 63090
Business: 636-390-1037

Prepared By:
DANIEL JONES
Erb Equipment Co., Inc.
6885 Old Route 66
Cuba, MO 65453
Phone: 573-885-0500
danieljones@erbequipment.com

Equipment Price from John Deere Sourcewell Contract #032119-
JDC

Quote Id: 21693294
Created On: 23 April 2020
Last Modified On: 31 August 2020
Expiration Date: 31 October 2020

Table with 3 columns: Equipment Summary, Qty, Extended. Rows include JOHN DEERE 9520R Scraper Tractor and JOHN DEERE 2412D E Four Tire Ejector Scraper.

Equipment Total \$ 535,825.35

Table with 4 columns: Trade In Summary, Qty, Each, Extended. Rows include CATERPILLAR 75E and CEPCO S 175.

Quote Summary table with 2 columns: Description, Amount. Rows include Equipment Total, Trade In, SubTotal, Est. Service Agreement Tax, Total, and Balance Due.

Salesperson : X _____

Accepted By : X _____

7b

Quote Id: 21693294

Customer: CITY OF WASHINGTON

JOHN DEERE 9520R Scraper Tractor

Hours:
Stock Number:

Code	Description	Qty
09G0RW	9520R Scraper Tractor	1
Standard Options - Per Unit		
0202	United States	1
0409	English	1
0531	Performance package	1
897K	2,624 kg (5,786 lb) Total Weight	1
1492	e18 Transmission, 18 forward and 6 reverse speeds with Efficiency Manager	1
1822	Gen4 4600 CommandCenter	1
1834	Less John Deere ActiveCommand Steering (ACS)	1
1835	Less StarFire Receiver	1
1845	Less Activation	1
1884	JDLink Ultimate Cellular - 5 Year Subscription	1
1946	4600 Processor	1
2061	Premium CommandView III Cab with ActiveSeat	1
2662	Premium radio package	1
3041	JohnDeere PowerTech PSS 13.5 L (824 cu. in.) 6 Cylinder Tier 4/Stage V Compliant Diesel Engine	1
3272	435 L/min (115 gpm) Dual Hydraulic Pump	1
3342	Four - 3/4 in. Deluxe Electric-Hydraulic Rear Remote Selective Control Valves	1
4330	Drawbar Support for Short Scraper Drawbars	1
5070	120 mm (4.72 in.) X 3,048 mm (120 in.) Diameter Double Reduction with HydraCushion Suspension System	1
5607	710/70R42 173A8 R1W Radial in Dual Configuration	1
5999	No Brand Preference	1
7206	Premium lighting	1
8064	Ethernet switch	1
8242	Radar, Dual Beam Sensor	1
8965	Front Weight Support with 36 Weights	1

Selling Equipment


Quote Id: 21693294

Customer: CITY OF WASHINGTON

Dealer Attachments		
BXT10042	Quick Attach Drawbar for Wheeled Scraper Special Tractors with short drawbar supports	1
BRE10119	Battery Disconnect Kit, Wheel	1
BRE10242	Fire Extinguisher, Wheel and 4 Track	1
BRE10164	Scraper Hose Support	1
RE273380	Back Up Alarm Kit	1

JOHN DEERE 2412D E Four Tire Ejector Scraper

Equipment Notes:
Hours:
Stock Number:

Code	Description	Qty
0734T8	2412D E Four Tire Ejector Scraper	1
Standard Options - Per Unit		
0202	United States	1
0800	Custom Configuration	1
1050	Standard Rear Hitch	1
2004	Four - 26.5R25 in. Premium E3 Radial	1
3025	Hoses and Couplers for Single Scraper or Rear Scraper in Tandem Application	1
4003	Drop Center	1
7070	Less AutoLoad	1
Other Charges		
	Freight	1

Trade In



Quote Id: 21693294

Customer: CITY OF WASHINGTON

CATERPILLAR 75E SN# 6HS00569	
Machine Details	
Description	Net Trade Value
CATERPILLAR 75E	\$ 25,000.00
SN# 6HS00569	
Your Trade In Description	
CEPCO S 175 SN# S175CSOOCX63	
Machine Details	
Description	Net Trade Value
CEPCO S 175	\$ 10,000.00
SN# S175CSOOCX63	
Stock Number :	
Your Trade In Description	

Extended Warranty Proposal

PowerGard™ Protection Plan

Tractors - 4WD Scraper					
Date : August 31, 2020					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Tractors - 4WD Scraper	Coverage:	Power Train	Quoted Price	\$ 0.00
Model	9520R	Total Months:	60		
Country	US	Total Hours:	5000		
MFWD/Tracks	N				
Scraper Use	Y				
<small>Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.</small>					

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

- I ACCEPT the Extended Warranty
- I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

Doug Scheer

Sydenstricker Nobbe Partners
14400 State Hwy Tt
Dutzow, MO 63357

Tel: 636-433-2256

Fax: 636-433-5125

Email: dscheer@sydenstrickers.com

The John Deere Government Sales Team



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
14400 State Hwy Tt
Dutzow, MO 63357
636-433-2256
dutzow@snpartners.com

Quote Summary

Prepared For:

CITY OF WASHINGTON
405 JEFFERSON ST
WASHINGTON, MO 63090
Business: 636-390-1037

Delivering Dealer:

Sydenstricker Nobbe Partners
Doug Scheer
14400 State Hwy Tt
Dutzow, MO 63357
Phone: 636-433-2256
dscheer@sydenstrickers.com

Quote ID: 22727058

Created On: 09 September 2020

Last Modified On: 17 September 2020

Expiration Date: 17 October 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 9520R Scaper Tractor Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 8, 2020	\$ 539,535.70	\$ 410,047.13 X	1 =	\$ 410,047.13
JOHN DEERE 2412D E Four Tire Ejector Scaper Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 8, 2020	\$ 174,840.00	\$ 134,078.40 X	1 =	\$ 134,078.40
Equipment Total				\$ 544,125.53

Trade In Summary	Qty	Each	Extended
2000 CHALLENGER 75E - 6HS00569 PayOff	1	\$ 30,000.00	\$ 30,000.00
Total Trade Allowance			\$ 30,000.00
CEPCO S175 - S175CS00CX63 PayOff	1	\$ 10,000.00	\$ 10,000.00
Total Trade Allowance			\$ 10,000.00
Trade In Total			\$ 40,000.00

* Includes Fees and Non-contract items

Quote Summary

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
14400 State Hwy Tt
Dutzow, MO 63357
636-433-2256
dutzow@snpartners.com

Equipment Total	\$ 544,125.53
Trade In	\$ (40,000.00)
SubTotal	\$ 504,125.53
Est. Service Agreement Tax	\$ 0.00
Total	\$ 504,125.53
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 504,125.53

Salesperson : X _____

Accepted By : X _____

Confidential

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JOHN DEERE

Selling Equipment



Quote Id: 22727058 **Customer Name:** CITY OF WASHINGTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
14400 State Hwy Tt
Dutzow, MO 63357
636-433-2256
dutzow@snpartners.com

JOHN DEERE 9520R Scraper Tractor

Hours:

Suggested List *

Stock Number:

\$ 539,535.70

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: September 8, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty
09G0RW	9520R Scraper Tractor	1
Standard Options - Per Unit		
188S	JDLink™ Connect 5 Year subscription	1
0202	United States	1
0409	English	1
0531	Performance package	1
897K	2,624 kg (5,786 lb) Total Weight	1
1492	e18 Transmission, 18 forward and 6 reverse speeds with Efficiency Manager™	1
2061	Premium CommandView™ III Cab with ActiveSeat™	1
2662	Premium radio package	1
3041	JohnDeere PowerTech™ PSS 13.5 L (824 cu. in.) 6 Cylinder Tier 4/Stage V Compliant Diesel Engine	1
3272	435 L/min (115 gpm) dual hydraulic pump	1
3342	Four 3/4 in. Rear Remote SCVs with Electrohydraulic (EH) Controls, Premium Couplers and High-Pressure Relief Levers	1
4330	Drawbar Support for Short Scraper Drawbars	1



JOHN DEERE

Selling Equipment



Quote Id: 22727058 **Customer Name:** CITY OF WASHINGTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
14400 State Hwy Tt
Dutzow, MO 63357
636-433-2256
dutzow@snpartners.com

5070	120 mm (4.72 in.) X 3,048 mm (120 in.) Diameter Double Reduction with HydraCushion Suspension System	1
5607	710/70R42 173A8 R1W Radial in Dual Configuration	1
5999	No Brand Preference	1
7206	Premium lighting	1
8064	Ethernet switch	1
8242	Radar, Dual Beam Sensor	1
8965	Front Weight Support with 36 Weights	1
Technology Options/Non-Contract/Open Market		
1946	4600 Processor	1
1822	Gen4 4600 CommandCenter™	1
1835	Less StarFire™ Receiver	1
1845	Less Activation	1
1834	Less John Deere ActiveCommand™ Steering (ACS)	1
Dealer Attachments/Non-Contract/Open Market		
BXT10042	Quick Attach Drawbar for Wheeled Scraper Special Tractors with short drawbar supports	1
BRE10242	Fire Extinguisher, Wheel and 4 Track	1
BRE10164	Scraper Hose Support	1

JOHN DEERE 2412D E Four Tire Ejector Scraper



JOHN DEERE

Selling Equipment



Quote Id: 22727058 **Customer Name:** CITY OF WASHINGTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
14400 State Hwy Tt
Dutzow, MO 63357
636-433-2256
dutzow@snpartners.com

Equipment Notes:

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: September 8, 2020

Suggested List *

\$ 174,840.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty
0734T8	2412D E Four Tire Ejector Scraper	1

Standard Options - Per Unit

0202	United States	1
0800	Custom Configuration	1
1050	Standard Rear Hitch	1
2004	Four - 26.5R25 in. Premium E3 Radial	1
3025	Hoses and Couplers for Single Scraper or Rear Scraper in Tandem Application	1
4003	Drop Center	1
7070	Less AutoLoad	1

Other Charges

Freight	1
---------	---



JOHN DEERE

Trade-in



Quote Id: 22727058

Customer Name: CITY OF WASHINGTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

2000 CHALLENGER 75E	
SN# 6HS00569	
Machine Details	
Description	Net Trade Value
2000 CHALLENGER 75E	\$ 30,000.00
SN# 6HS00569	
Your Trade In Description	
Additional Options	
Hour Meter Reading	7876

CEPCO S175	
SN# S175CS00CX63	
Machine Details	
Description	Net Trade Value
CEPCO S175	\$ 10,000.00
SN# S175CS00CX63	
Stock Number :	
Your Trade In Description	

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9520R Scraper Tractor



Product Features In-Base Option Codes

Standard Base Machine Features - 9R Series Scraper Tractors

Rated Engine power PS (hp ISO): 520 hp (382 kW)

ENGINE:

Diesel Engine Type (see code selection)

Displacement (see code selection)

Engine Power Level/Speed (see code selection)

Emissions Compliance (see code selection)

Air-to-Air Aftercooled

Automatic Shutdown System

Dry Type Air Cleaner with Safety Element, and Pre-Cleaner

VariCool Fan Drive System

Electric Fuel Shutoff

Engine Coolant Conditioner Additive

Engine Coolant Recovery System

Dual State Fuel Filtration System with Fuel Water Separator with Sensor

Self-Priming and Bleeding Electronic Fuel Pump

Fuel Tank Capacity (see code selection)

DEF Tank Capacity (see code selection)

B2 Biodiesel Fuel from the Factory

Top-loading Vertical Engine Oil Filter

Electronic Injection and Governor Control

Field Cruise Control

Engine Coolant Heater (see code selection)

Ether Starting Aid

TRANSMISSION:

18 Speed Powershift, 18 F/6 R Speeds with Efficiency Manager

Hydraulically-Engaged Wet-Disk Clutch

Park Lock

Neutral Safety Start System

STEERING AND BRAKES:

Steering Type (see code selection)

Brake Type (see code selection)

9520R Scraper Tractor



Product Features In-Base Option Codes

Standard Base Machine Features - 9R Series Scraper Tractors

Rated Engine power PS (hp ISO): 520 hp (382 kW)

ENGINE:

Diesel Engine Type (see code selection)

Displacement (see code selection)

Engine Power Level/Speed (see code selection)

Emissions Compliance (see code selection)

Air-to-Air Aftercooled

Automatic Shutdown System

Dry Type Air Cleaner with Safety Element, and Pre-Cleaner

VariCool Fan Drive System

Electric Fuel Shutoff

Engine Coolant Conditioner Additive

Engine Coolant Recovery System

Dual State Fuel Filtration System with Fuel Water Separator with Sensor

Self-Priming and Bleeding Electronic Fuel Pump

Fuel Tank Capacity (see code selection)

DEF Tank Capacity (see code selection)

B2 Biodiesel Fuel from the Factory

Top-loading Vertical Engine Oil Filter

Electronic Injection and Governor Control

Field Cruise Control

Engine Coolant Heater (see code selection)

Ether Starting Aid

TRANSMISSION:

18 Speed Powershift, 18 F/6 R Speeds with Efficiency Manager

Hydraulically-Engaged Wet-Disk Clutch

Park Lock

Neutral Safety Start System

STEERING AND BRAKES:

Steering Type (see code selection)

Brake Type (see code selection)

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND BACKDRAFT OPS D/B/A EMERGENCY REPORTING FOR FIRE DEPARTMENT RECORDS MANAGEMENT.

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 enter into a sales contract by and between the City of Washington, Missouri and Backdraft Ops., d/b/a Emergency Reporting for Fire Department records management. A copy of said sales contract is marked as Exhibit A and is attached hereto and incorporated herein by reference.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

Order Form - Backdraft OpCo, LLC



**EMERGENCY
REPORTING™**

Emergency Reporting
2200 Rimland Dr., Suite 305
Bellingham, WA 98226
www.emergencyreporting.com
Phone: 866.773.7678
Fax: 866.929.6157

Contact Details:

Prepared by	Hedy Rose Kraft	Phone	(504) 235-8282
Email	hedy.kraft@emergencyreporting.com	Fax	(866) 929-6157

Customer Contact Details

Account Name	Washington Fire Department (MO)	Quote Number	00023709
Contact Name	Tim Frankenberg	Created Date	8/13/2020
Phone	(636) 221-4671	Expiration Date	9/30/2020
Email	tpfrankenberg@washmo.gov	Customer Type	New
Ship To	200 E 14th Street Washington, MO 63090 USA		
County	Franklin		

Order Summary

Product	Product Code	Quantity	Sales Price	Total Price	Line Item Description
Basic Lite Base Pkg Volunteer Only	Base-3	1.00	USD 1,795.00	USD 1,795.00	Annual subscription fee
Basic Lite Google Maps Add-On	Base-3.5	1.00	USD 495.00	USD 495.00	Annual subscription fee
Basic CAD Package	CAD-B1	1.00	USD 595.00	USD 595.00	Annual CAD maintenance fee (OmniGo)
Basic Implementation Plan	TRG-3	1.00	USD 500.00	USD 500.00	One-time setup fee
Pro Import Plan	IMP-3	1.00	USD 750.00	USD 750.00	One-time data import fee
Active911 Interface	API-34	1.00	USD 0.00	USD 0.00	Annual interface (no cost)

Summary

Bill To Name Washington Fire Department (MO)
Bill To PO Box 529
Washington, MO 63090
USA
Years 1.00

Payment Schedule Yearly

Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep

Please make checks payable to: Backdraft OpCo, LLC

Year 1 Total
Yearly Subscription USD 2,290.00
Fees
Annual CAD Link Maintenance Fees USD 595.00
Annual Interface Fee USD 0.00
Data Import Fee USD 750.00
Training Fees USD 0.00
One-Time Setup Fees USD 500.00
Year 1 Cost USD 4,135.00
Estimated Yearly Total: Year 2+ USD 2,885.00

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Account Setup Info

*Account Setup Contact Name:

*Phone#:

*e-mail:

*Is the organization tax exempt? yes [] no []

If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 866-929-6157

The ER Support team will configure your account to export NFIRS data to the state fire marshal's office, provided the office receives NFIRS data. As a courtesy, ER will also send a copy of the email to your department. Please enter the department email to receive these email in the space provided above

*Dept. NFIRS Email Recipient:

Agency Codes: If blank please add (Required for setup)

03605

FDID:

EMS ID:

CAD Link & Occupancy Module Setup Contact Name

*CAD Link Setup Contact Name (Fire Dept Contact):
(Only Required if putting CAD link in place to PSAP)

*Phone#:

*e-mail:

- Please check one. *(New Customer Accounts Only)*
For Occupancy Module configuration would you like your setup to be based on NFPA [] or ICC []?

* This is for setting up Categories and Subcategories.

** If left blank implementation will default to the ICC settings.

Notes / Comments

Special Order Terms

The FFP CAD link actually parses data from a predetermined folder so no link actually exists directly between ER's system and Omnigo. Some CAD systems require the installation of an additional program to push the required call data to a specific folder in text or xml format. Please contact Omnigo to determine if your current system has the capability in place or if they'll need to purchase that as an additional feature. The CAD link may take up to 120 days to develop, test and deploy.

Terms & Conditions

Backdraft OpCo, LLC dba Emergency Reporting ("COMPANY"), and the above-named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

COMPANY shall perform the following services:

1. Collect emergency response data via a website accessible at <https://secure.emergencyreporting.com>
2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMSIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by COMPANY for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, COMPANY will configure direct submission to the state; if the state prohibits third party submissions, COMPANY will provide Agency with the applicable data for state reporting requirements.

7c

6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated here:
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of COMPANY.
4. Use supported web browsers as listed in the COMPANY website:
<https://emergencyreporting.com/emergency-reporting-system-requirements/>
5. The AGENCY agrees to abide by the Company TERMS OF SERVICE which can be found at:
<https://www.emergencyreporting.com/terms-of-service/>.

Additional CAD Link Terms & Conditions

COMPANY shall perform the following services:

1. Web Service CAD Links - Receive CAD interface data to the following address:
<https://secure.emergencyreporting.com/WS/V1.0/Dispatch/CallCenter.php>. COMPANY reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) Integration, COMPANY shall provide a cloud service that automates the parsing process and route CAD incident data to your specific account.
3. Provide ongoing changes and bug fixes, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to COMPANY standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY's internal policies, federal HIPAA regulations and industry practices regarding security.

The Agency shall be responsible for the following:

1. Provide clean, valid data for processing, either via text, xml (for Flat File Parser Integrations) or web services (for web services direct installations).
2. For FFP Integrations, the Agency shall provide a computer to install a SFTP client that shall have access to CAD RMS export file directory where text or xml files are dropped with the following SFTP settings:
 1. SFTP
 2. Port 22
 3. Server <http://cadfiles.emergencyreporting.com>
 4. Username and Password setup on time of integration
3. If agency does not supply SFTP client, BDO shall provide client at an additional cost.
4. Agency shall provide technical staff to assist with integration, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.
5. Additional charges from your CAD vendor may apply and should be discussed with that vendor.
6. Once your CAD link is deployed any changes to the format of the file and or changes of the CAD system that result in a rebuilding of the CAD link connection may result in change order fees.

Governing Law. The AGENCY agrees that the rights of user and COMPANY shall be governed by the Laws of the State of Washington, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State. Notwithstanding the foregoing, if you are a U.S. public entity, these Terms and Conditions will be governed by the local law of the State or Commonwealth in which you are located.

Data Ownership. All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state

reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by COMPANY is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation. The AGENCY agrees that any cause of action you may have against COMPANY must be commenced within (2) years after the claim arises.

Pricing. The AGENCY agrees to the prices set forth in this agreement. COMPANY reserves the right to modify AGENCY pricing at the billing renewal date and will provide 30 day advance written notice of its intent to do so.

Termination. Either AGENCY or COMPANY can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the AGENCY.

Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received by COMPANY.

Copyright. The AGENCY recognizes that the COMPANY website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of COMPANY's technology.

COMPANY uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of COMPANY, and agrees to hold COMPANY, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

Order Agreement

Print Name _____
Title _____
Phone # _____
Email _____
Signature _____
Date _____

Billing Contact:

Invoices and billing related information will be sent electronically to this contact. If left blank ER will use the primary contact information listed at the top of this order form:

Name _____
Email _____

Would you like to receive a copy of your invoice via mail please check here: Mail []

Mailed invoices will be sent to the billing address list above.



October 1, 2020

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

RE: Emergency Reporting Software

Dear Honorable Mayor and City Council:

On behalf of the Fire Department, I am requesting the execution of a contract with Emergency Reporting to replace our current Firehouse software platform.

Firehouse has served the Fire Department records management needs for almost 25 years. Firehouse was bought by ESO Solutions and they are phasing out Firehouse software support and only providing updates until 2021 due to its outdated technology that is no longer supported by Microsoft and replacing it with their new Fire RMS package.

The Fire Department has thoroughly researched many vendors to replace Firehouse. The top vendor that was chosen is Emergency Reporting. Emergency Reporting offers NFIRS compliant technology, is cloud based, integrates with our current CAD vendor, Omnigo and Active911. It allows for web access anywhere, anytime and unlimited users.

Emergency Reporting is a comprehensive records management software providing our fire department with modules in the following categories: incidents, occupancy, training, maintenance, events and inventory among others. This software will allow many recordable activities to be done electronically and on mobile devices including cell phones and tablets improving efficiency. Emergency Reporting is used by several departments in Franklin County and throughout the state who have all recommended the platform.

This budgeted expense will come out of the "Other Contracted Services" account. The contract will run annually with the initial fee of \$4135.00 for the first year including setup fees and \$2885.00 annually after the first year.

If you have any questions, please do not hesitate to ask.

Respectfully,

Tim Frankenberg, CT, CFPS
Fire Chief

7c

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND LEXIPOL FOR PUBLIC SAFETY POLICY TRAINING FOR THE FIRE DEPARTMENT.

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 enter into an agreement by and between the City of Washington, Missouri and Lexipol for the Fire Department Public Safety Policy Training. A copy of said sales contract is marked as Exhibit I and is attached hereto and incorporated herein by reference.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Washington Fire Department
Agency's Address: POB 529
Washington, Missouri 63090

Attention: Chief Tim Frankenberg

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Attention: Bruce Bjorge

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency

Lexipol

Signature: _____

Signature: _____

Print Name: _____

Print Name: Van Holland

Title: _____

Title: Chief Financial Officer

Date Signed: _____

Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Lexipol Annual Subscription
Cost

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 10/1/2020 End: 9/30/2021)	USD 2,992.00	15%	USD 448.80	USD 2,543.20
	Subscription Line Items Total			USD 448.80	USD 2,543.20
				USD 448.80	USD 2,543.20
				Lexipol Annual Subscription Cost Discount:	USD 448.80
				Lexipol Annual Subscription Cost TOTAL:	USD 2,543.20

*Fire pricing is based on 5 Fire Authorized Staff.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

The agency would receive a 15% annual subscription discount if they elect to proceed with a policy and FR1A academy subscription at the same time.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT C

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Operations Procedures

- More than 20 best practice procedures designed to support safe operations

- Procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Scenario-based training reinforces live training
- Mobile-friendly decision trees make it easy to review a procedure on the way to a call



New Client Information Form

Name of Agency (as you want it to appear on the manual) _____

Billing Address _____

Accounts Payable Point of Contact
(Example: City/County Clerk, Treasurer, Finance, etc.)

Name: _____
Email: _____
Phone: _____

Title: _____

Risk Management Group/Insurance Pool _____

Accreditation Agency (if applicable) _____

Agency Fiscal Year Start _____

If purchasing Law Enforcement, please complete the following section:

Chief/Sheriff Name	Title	Email	Phone
_____	_____	_____	_____
Project Manager Full Name	Title	Email	Phone
_____	_____	_____	_____

If purchasing Custody, please complete the following section:

Chief/Sheriff Name	Title	Email	Phone
_____	_____	_____	_____
Project Manager Full Name	Title	Email	Phone
_____	_____	_____	_____

If purchasing Fire, please complete the following section:

Chief Name	Title	Email	Phone
_____	_____	_____	_____
Project Manager Full Name	Title	Email	Phone
_____	_____	_____	_____



SUBSCRIPTION PLATFORM AGREEMENT

Customer Name: Washington Fire Department
 Customer Address: 200 E 14th St
 Washington, Missouri 63090
 Attention: Chief Tim Frankenberg
 Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034
 Prepared By: Nick Kuykendall
 Expiration Date: 12/15/2020

Contract & Proposal Valid Through: 10/1/2020 - 9/30/2021

Signature: _____
 Print Name: _____
 Title: _____
 Date Signed: _____

QTY	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
75	Fire Platform/Mobile Solution	USD 43.00	15.00	USD 2,741.25
75	FireRescue1 & EMS1 Academy Account Services & Setup	USD 500.00		USD 500.00
			Discount:	USD 483.75
			TOTAL:	USD 3,241.25

The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

Lexipol Policy Bundle

SCOPE OF SERVICES

TERMS & CONDITIONS

Billing:

A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified.

Renewal: Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal, unless written notice of non-renewal is received at least sixty-days prior to contract end date.

Cancellation: Contract cannot be cancelled prior to effective contract end date. **Department Personnel Use Only:** Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access.

Service Agreement: The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at <https://www.lexipol.com/lms-master-service-agreement/>

between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.



October 1, 2020

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

RE: Lexipol

Dear Honorable Mayor and City Council:

Attached you will find an ordinance for entering into a contract with Lexipol. Lexipol is a nationally recognized company that provides support for emergency services with litigation mitigation through standards and practices that comply with local, state, national regulations and industry best practices. In addition, Lexipol offers training to the fire department through monthly online segments.

The fire department has been paying for a program called Target Solutions. This was a recommended platform from the 2018 consultant audit. The program has not been utilized and only provides some aspects of training and no policy or procedure guidance.

The fire department has decided to reallocate and save funds used for Target Solutions and in its place work with Lexipol to reduce exposure, locate and close gaps for better procedures. The initial cost savings is estimated to be approximately \$500.

If you have any questions, please let me know.

Respectfully,

Tim Frankenberg, CFPS, GSP
Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE SALARY FOR THE
CITY ADMINISTRATOR OF THE CITY OF WASHINGTON,
MISSOURI

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

SECTION 1: Commencing September 27, 2020 the salary for the City Administrator shall be One Hundred Six Thousand, Four Hundred Ninety-Six Dollars and 00/100 Dollars (\$106,496.00).

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SALES CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SEILER INSTRUMENT FOR THE PURCHASE OF GPS SURVEY EQUIPMENT

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 Seiler Instrument for purchase of GPS Survey Equipment. 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

Sales Quotation

Quote Number

00059659

Contact Name Andrea Lueken
 Email alueken@washmo.gov
 Phone (636) 390-1013

Date Issued 9/28/2020
 Expiration Date 10/28/2020

Ship To:
 Ship To Name City of Washington, MO
 Ship To

Bill To:
 Bill To Name City of Washington, MO
 Bill To 405 Jefferson St.
 Washington, Missouri 63090
 United States

Quantity	Part Number	Description	Sale Price	Subtotal
1.00	R12-CFG-001-40	Trimble R12 Configuration Level - R12 Base and Rover Mode	\$20,500.00	\$20,500.00
1.00	R12-101-60-01	Trimble R12, Model 60, ROW HW & FW	\$6,500.00	\$6,500.00
1.00	101071-00-01	Trimble Geospatial Accessory - Power Supply and Power Cord for Dual Battery Charger (North America)	\$95.00	\$95.00
1.00	TA-GENSURV-P	Trimble Access - General Survey; Perpetual License	\$2,500.00	\$2,500.00
1.00	TSC7-1-1111-00	Trimble TSC7 controller - QWERTY keypad, USB/Serial boot, Worldwide region, Standalone INCLUDES: Power supply with cable, Screen protector, Hand strap, 1 set of two batteries, Stylus with tether, Quick start guide	\$4,800.00	\$4,800.00
1.00	121349-01-1	Trimble TSC7 Accessory - Pole Mount	\$221.00	\$221.00
1.00	121354-01-1	Trimble Accessory - Carry Case Shoulder Bag	\$79.00	\$79.00



Sales Quotation

Quote Number

00059659

121358-01-1

1.00		Trimble Accessory - External Battery Charger w/ Int. Cord, Battery 2-pack	\$445.00	\$445.00
1.00	43169-20	Rod - 2.5m Carbon Fiber Telescopic Range Pole with Bipod	\$629.00	\$629.00
1.00	SQ3-TNL-DISC	SEILER Q3 2020 DISCOUNT SEILER Q3 SPECIAL 2020 DISCOUNT	(\$5,983.92)	(\$5,983.92)

This is not an invoice: Applicable sales tax, customs duties, and/or shipping charges will apply.

Total Price

\$29,785.08

This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply or Seiler personnel availability during the COVID19 Stay Home, Stay Safe orders, depending on location. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name Pat Stack
 Address 3433 Tree Court Industrial Blvd.
 St. Louis
 Missouri, 63122
 United States
 Phone (314) 218-6353
 Mobile (314) 614-5883
 Email pstack@seilerinst.com
 Fax (314) 218-6153

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signed: _____ Date: _____
 Name: _____ Title: _____

Terms: Net 30 Days

Net 30 upon approved credit. Major credit cards accepted and financing options available.

"This sale, service, or rental is exclusively subject to and governed by the Terms and Conditions of Sale referred to in the related quotation and at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated by reference."





September 30, 2020

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

RE: GPS Survey Equipment Purchase Authorization

Dear Mayor and City Council Members:

The Engineering Department has been utilizing GPS survey equipment since 2008 and the technology has recently surpassed the age of our equipment. We are unable to purchase replacement parts for our system which is no longer working as of this past summer.

Due to the specialized nature of this product few suppliers are able to provide the service and equipment we are interested in acquiring. We reached out to three companies, Seiler Instrument & Mfg Co., Inc., Positioning Solutions Co. and KARA Company, Inc. and only one company provided a bid for supplying GPS survey equipment that utilizes MoDOT's Virtual Reference Station network. Seiler Instrument provided a bid of \$29,785.08 which is \$5,214.92 below the 2021 budget amount of \$35,000.00. We recommend purchasing the Trimble VRS system. Thank you for your consideration regarding this matter.

Respectfully submitted,

Andrea F. Lueken

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

BILL NO. _____ INTRODUCED BY: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SALES CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND S&R UNDERGROUND, LLC, MISSOURI FOR BORING SERVICES.

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

SECTION 1: The Mayor is hereby authorized and directed to enter into a sales contract by and between the City of Washington, Missouri and S&R Underground, LLC, Missouri in an amount totaling Fifty-three Thousand Dollars and no Cents (\$53,000.00) for the services of Boring 80' of 20" steel casing under Highway 100. A copy of said sales contract is attached hereto and marked as "Exhibit A". The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the such 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 take effect and be in full force from and after its passage and approval.

PASSED: _____

ATTEST: _____
City Clerk

President of the City Council

PASSED: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

Exhibit "A" SALES CONTRACT

This Sales Contract, made and entered into this ____ day of _____, 2020 by and between **S&R Underground, LLC, MO**, hereinafter referred to as "Seller"; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best quote received for services of Bore 80' of 20" steel casing. Including material as stated in the bid document.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with services consisting of Boring 80' of 20" steel casing. Including casing material for the payment in the total sum of Fifty-Three Thousand Dollars and no Cents Thousand and Forty-Six Dollars and No Cents (\$53,000.00).

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:

CITY OF WASHINGTON, MISSOURI

BY:

Company Representative

BY:

Mayor - Washington, MO

ATTEST:

City Clerk

S&R Underground, LLC

103 Metrocom Drive
MO 63069

Estimate

Date	Estimate #
9/15/2020	20-0100

Name / Address
City of Washington 405 Jefferson St Washington, MO 63090

Project
Hwy 100 Bore

Description	Qty	Rate	Total
Bore 80' of 20" steel casing. Includes casing material **This bid assumes the City of Washington will dig the 2 bore pits**		53,000.00	53,000.00
Please sign estimate to accept _____		Total	\$53,000.00



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Contract to bore under Highway 100

The Water Department has been given the task of extending water to Meadow Lake Farms subdivision. This requires a bore under Highway 100 at Pottery road.

We went out for bids and received three bids.

S&R Underground --- \$ 53,000.00 with the City digging the bore holes

AiroNet --- \$ 56,375.00 with the City digging the bore hole, and welding the pipe.

Gaebe Contracting Inc. --- \$ 60,000.00 with the City digging the bore holes

This is not budgeted so a budget amendment will be needed.

Thank You,

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

Kevin Quaethem

Public Works Superintendent

S&R Underground, LLC

103 Metrocom Drive
MO 63069

Estimate

Date	Estimate #
9/15/2020	20-0100

Name / Address
City of Washington 405 Jefferson St Washington, MO 63090

Project
Hwy 100 Bore

Description	Qty	Rate	Total
Bore 80' of 20" steel casing. Includes casing material **This bid assumes the City of Washington will dig the 2 bore pits**		53,000.00	53,000.00
Please sign estimate to accept _____		Total	\$53,000.00

902 East 6th Street
Washington, MO 63090

aironet.co

AIRONET

Prepared for:
Kevin Quaethem
City of Washington
405 Jefferson Street
Washington, MO 63090

Prepared by:
AiroNet
902 East 6th Street
Washington, MO 63090

100' Pipe Installation under highway 100

AiroNet, in partnership with MGM Interconnect, is pleased to submit our proposal to the City of Washington in response to their request for a pipe to be drilled under highway 100 at clay and pottery.

Proposal:

AiroNet & MGM Interconnect will use the provided landing platform on one side of the highway and drill to a provided receiving hole. 6" hole will be drilled, 12" hole will be reamed back, push back through and an 18" hole will be reamed, push back through and a 22"-24" hole will be reamed and the pipe will be welded to the drill receiver and pulled through while the city welds the pipe as we pull through. Project will be completed when pipe is completely through the road at a depth below the road of no less than 42". Greg Johnston will work in conjunction with Kevin Quathem on the project until completion.

Fixed Project Price: \$47,400

Hydr Drilling Supplying casing \$ 8975.75
Total = \$ 56,375.80

Overview

AiroNet, NOC Technology, and MGM Interconnect are all owned and operated by the same individual, and each were established to fill a direct need and market in Franklin County and surrounding areas. AiroNet is a wide area Internet Service Provider that is managed by a team of network engineers. NOC Technology is a Managed Service Provider that is also contracted by AiroNet to provide Tier 1 and 2 level support and customer service to the AiroNet clients. MGM Interconnect is a utility company that is contracted by AiroNet to install innerduct in Franklin County, already installing more than 3 miles of fiber to remote areas of Franklin County.

AiroNet

AiroNet is a local Internet Service Provider that strives to improve our client's internet experience. We provide Top Tier fiber-backed service over the air directly to your home or business. We don't set limits on how much data you can use...really! Some providers limit your data usage and charge you overages or slow down your connection when you go over a limit – we don't. Because of how we deliver the internet, we can reach where others can't, and we are always working to expand our coverage area.

AiroNet offers high speed residential internet service to rural areas around Washington, MO. Our residential internet service can go where others can't, so you can enjoy superfast, high speed connections for downloading music, browsing the internet, or streaming movies, television, and sports in your home. With our ever-growing fiber path, we are bringing blazing fast internet to places that have been neglected in the past.

NOC Technology

NOC Technology was established in 2009 to fill a growing need in the Informational Technology field in Franklin County. NOC Technology started as WASH PC and has evolved into a prominent leader in IT over the past ten years. Having just completed a rebranding of the WASH PC commercial side, NOC Technology has emerged as a robust, well-versed, and forward-thinking Managed Service Provider. Utilizing state of the art systems, NOC Technology keeps clients informed of all incidents and their resolutions, as well as provides project management solutions. NOC Technology hires experts in its field and has years of experience maintaining, upgrading, and managing all areas of IT.

AiroNet contracted NOC Technology to provide first and second tier support for the connected internet clients. NOC's helpdesk staff ensures the highest level of customer service to AiroNet's clientele as well as maintaining an ever-vigilant eye on the network and systems.

MGM Interconnect

MGM Interconnect is a relatively new endeavor that is already making waves in Franklin County. With its exceptional crew of individuals, MGM Interconnect has been able to bring fiber internet to areas of Franklin County that has not been able be serviceable in years past. AiroNet has contracted MGM Interconnect to install the innerduct and fiber to support the AiroNet connections to rural Franklin County.

Local Knowledge

AiroNet, NOC Technology, and MGM Interconnect have deep roots in Washington. Our employees truly have a community-minded spirit and are encouraged to support and participate in local activities. Many have chosen to live and raise their families here or in the nearby area, several even being born and raised here themselves. A few of the activities we have been involved in include several school IT and A/V Projects, continued involvement with the Washington Town and Country Fair, involvement with school and church groups, as well as support of local nonprofits with our time, talent, or treasure. NOC Technology and AiroNet have direct involvement with the City of Washington. Both AiroNet and NOC Technology, and its employees, are whole-heartedly dedicated to the continued success of the City of Washington.

X _____

Acceptance

From: Kevin [REDACTED]
Subject: 100
Date: Sep 16, 2020 at 7:02:41 AM
To: kquaethem@washmo.gov

Flynn Drilling

\$8,975.75

90' of 20" sch 40 plain and beveled casing delivered

Please let me know you got this and what you want to do. 7-10 day delivery

Kevin Quaethem

Construction Bid Form

Gaebe Contracting inc.

Owner Information

Name Scott Gaebe
Address 108 Metrocom dr
City, State ZIP Pacific Mo, 63069
Phone 573-659-1165
Email scott@gaebecontracting.com

Project name Water bore across hwy 100 at Clay st

Contractor Information

Company Gaebe Contracting inc.
Name Gaebe Contracting inc.
Address 108 Metrocom dr
City, State ZIP Pacific Mo, 63069
Phone (573) 659-1165

Email scott@gaebecontracting.com

Completion date approx 7days to complete start july 15

Scope of Work

Scope of work consists of rock boring across hwy 100 at Clay st and pull 14" steel casing. Mud removal done by Gaebe. Gaebe to provide Steel casing and welding. Pits to be dug by Washington water dept.

Not Included

cost of permits, Pits to be dug by Washington water dept

Company Proposal

We propose to do said work in the amount of \$60,000 . Boring foreman will determine witch side of the road machine will set up on. At this time we have a July 15 start date. If possible we will start sooner.

Scott Gaebe
Submitted by (Company Representative)

6/3/2020
Date

Owner Acceptance

Owner acceptance goes here. Type in the Owner's name in a confirmation statement that includes the completion date and total amount stated in the company proposal.

Sample text: I, Owner Name, do accept the above scope of work, proposed to be completed by Completion Date for the amount of Total Amount.

Submitted by (home owner or authorized representative)

Date

BILL NO. _____ INTRODUCED BY: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND VANDAVENTER ENGINEERING, ST. LOUIS, MISSOURI.

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

SECTION 1: The Mayor is hereby authorized and directed to enter into a contract agreement between the City of Washington, Missouri and Vandevanter Engineering, 1617 Manufacturers Dr., St. Louis, Missouri. A copy of said contract is attached hereto and marked as Exhibit A and is attached hereto and incorporated herein by reference.

SECTION 2: Vendor shall meet all specifications as indicated in specifications.

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” SALES CONTRACT

This Sales Contract, made and entered into this ____ day of _____, 2020 by and between **Vandevanter Engineering, 1617 Manufacturers Dr., St. Louis, MO**, hereinafter referred to as “Seller”; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the best quote received for the upgrade of submersible pump impellers and wear plates. Including material as stated in the bid document.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with upgrade to submersible pump impellers and wear plate. Including material for the payment in the total sum of Twenty-nine Thousand Two Hundred Eighty-nine Dollars and No Cents (\$29,289.00).

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:

CITY OF WASHINGTON, MISSOURI

BY:

Company Representative

BY:

Mayor - Washington, MO

ATTEST:

City Clerk



To: Honorable Mayor and City Council

From: Kevin Quaethem, Public Works Superintendent

Subject: Walnut Street Impeller Upgrade

Walnut Street Lift Station is in need of repair. The Impellers and Wear rings have finally wore out after being in operation for 10 years. These upgrades need to be performed to bring the pumps back to 100%. Vandevanter Engineering is the sole source supplier of these parts. I am asking for your approval to proceed with this purchase.

Thank You,

Kevin Quaethem

Kevin Quaethem

Public Works Superintendent



September 22, 2020
PROPOSAL OP-515930

TO: City of Washington
PROJECT: Walnut Street Impeller Upgrade
ATTN: Kevin Quaethem

We are pleased to provide the following proposal to upgrade the Three (3) - FLYGT 3202, 60 HP, dry pit submersible pump impellers and wear plates. After review of these units last week it was determined the impellers and wear plates both showed significant wear and needed to be replaced. At this time it is recommended we upgrade to the Hard Iron option due to the grit and sand we are seeing at this location. Should you have any questions or concerns, please contact Joe Beffa.

Hard Iron upgrade kits and installation labor

- (3) High Chrome/Iron 462 HT Impeller Kits with Wear Plates
- (3) Impeller Sleeves, Bolts, and washers assemblies
- (1) Lot of labor and mileage for Vandevanter Field technicians to remove and install the new parts on the existing equipment

TOTAL PRICE FOR ALL LISTED ABOVE..... \$29,289.00

F.O.B. - Factory Freight is not included. Installation is included.

***Anything not specifically listed to be assumed by other.**

Note : The above pricing assumes two City employees will assist on site with the onsite work. It will be required they are on-site and available the entire time this work is being completed.

DECATUR

ST. LOUIS

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-428-5686 MAIN
217-428-5694 FAX

1617 MANUFACTURERS DR.
ST. LOUIS, MO 63026

800-779-8880 TOLL FREE
636-343-8880 MAIN
636-343-1720 FAX
636-343-9066 NIGHTS

7h



VANDEVANTER ENGINEERING

A COGENT COMPANY

cogentcompanies.com

TERMS: Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-428-5686 MAIN
217-428-5694 FAX

ST. LOUIS

1617 MANUFACTURERS DR.
ST. LOUIS, MO 63026

800-779-8880 TOLL FREE
636-343-8880 MAIN
636-343-1720 FAX
636-343-9066 NIGHTS

7b



VANDEVANTER ENGINEERING

A COGENT COMPANY

cogentcompanies.com

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact us at (636) 343-8880. If the proposal meets with your approval, please sign, date, and mail or fax a copy back to our office, and we will order your equipment.

Thank you for the opportunity to work with you on this project. If we can be of any further assistance, please let us know.

Sincerely,

VANDEVANTER ENGINEERING CO.

Joe Beffa

ACCEPTED THIS DATE _____ BY _____

COMPANY _____ TITLE _____

PURCHASE ORDER NO. _____

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-428-5686 MAIN
217-428-5694 FAX

ST. LOUIS

1617 MANUFACTURERS DR.
ST. LOUIS, MO 63026

800-779-8880 TOLL FREE
636-343-8880 MAIN
636-343-1720 FAX
636-343-9066 NIGHTS

7b

BILL No. _____ INTRODUCED BY: _____

ORDINANCE No. _____

AN ORDINANCE AMENDING THE 2021 BUDGET OF THE
CITY OF WASHINGTON, MISSOURI.

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

SECTION 1: This ordinance shall amend the 2021 Budget as follows:

Water Fund 400 –Add increase of \$140,000.000 for the installation of water main and Highway 100 bore to Meadow Lake Farms.(400-35-000-541110 Various Water System Improvements).

Sewer Fund 410 –Add increase of \$120,000.000 for the purchase of Impellers and Weir rings for Walnut Street Lift Station and the total replacement of M.E.Frick Lift Station (410-36-000-541120 Sanitary Sewer System Improvements).

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 the City Council

APPROVED: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri



To: Honorable Mayor and City Council

From: Kevin Quaethem, Public Works Superintendent

Subject: Amending the 2021 Water and Wastewater Budgets

The Water Department needs to amend the Water Fund (400-35-541110 Various Water System Improvements) in the 2021 budget by \$140,000.00. This is needed for the water line bore under highway 100, and the water line extension into Meadow Lake Subdivision.

The Wastewater Department needs to amend the Sewer Fund (410-36-541120 Sanitary Sewer System Improvements) in the 2021 budget by \$120,000.00. This is needed for the purchase of Impellers and Weir rings for Walnut Street Lift Station and the total replacement of M.E.Frick Lift Station.

Thank You,

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

Kevin Quaethem

Public Works Superintendent

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION DECLARING THE NECESSITY OF CHANGING THE NAME OF CIRCLE DRIVE TO AQUATIC CIRCLE DRIVE, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

WHEREAS, Circle Drive is a street located in the City of Washington; and

WHEREAS, it is proposed that Circle Drive be renamed to Aquatic Circle Drive; and

WHEREAS, there are no resident property owners along the line of Circle Drive; and

WHEREAS, Section 77.220 RSMo authorizes the City Council to change the name of a street when the City Council deems it necessary provided the City Council first adopts a resolution declaring the proposed name change, publishes the resolution in a newspaper published in the City of Washington, then waiting four weeks to pass an ordinance changing the name of the street provided the City doesn't receive written protest from a majority of the resident property owners along the line of the street;

WHEREAS, the City Council deems it necessary to change the name of Circle Drive to Aquatic Circle Drive; and

WHEREAS, the new aquatic complex currently under construction will be addressed and accessed off of the proposed new Aquatic Circle Drive.

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

SECTION 1: It is hereby recommended to change the aforementioned street name of Circle Drive to Aquatic Circle Drive.

SECTION 3: Be it further resolved that this resolution be published one time in the Missourian, in accordance with the Statutes of the State of Missouri.

PASSED: _____

ATTEST: _____
City Clerk

President of the City Council

APPROVED: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

Publish in the Missourian on October 10, 2020.

CITY OF WASHINGTON
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

Previous Years 1970 -1990 Total:		\$ 15,522,628.91			
1990-1991	\$ 1,548,211.84	2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27
1991-1992	1,672,769.14	2001-2002	2,665,810.02	2011-2012	3,698,652.72
1992-1993	1,784,767.71	2002-2003	2,875,714.84	2012-2013	3,760,065.80
1993-1994	1,963,897.71	2003-2004	3,155,590.86	2013-2014	3,912,118.45
1994-1995	2,099,507.07	2004-2005	3,187,693.12	2014-2015	4,204,694.99
1994-1996	2,109,380.53	2005-2006	3,345,292.87	2015-2016	4,397,905.50
1996-1997	2,169,892.95	2006-2007	3,445,234.45	2016-2017	4,354,507.85
1997-1998	2,267,995.17	2007-2008	3,773,268.98	2017-2018	4,703,065.67
1998-1999	2,412,223.65	2008-2009	3,556,222.39	2018-2019	4,612,283.40
1999-2000	2,570,088.01	2009-2010	3,497,829.39	2019-Present	\$ 4,787,670.81
TOTAL COLLECTIONS TO DATE:					\$ 110,283,304.32

MONTH	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Monthly % Increase/ (Decrease)
OCTOBER	\$ 322,215.68	\$ 340,999.80	\$ 351,136.59	\$ 361,698.16	\$ 341,934.38	\$ 347,786.52	1.71%
NOVEMBER	285,712.19	294,009.02	282,896.65	251,010.14	273,682.85	325,999.08	19.12%
DECEMBER	362,186.60	393,531.59	364,857.35	567,111.05	406,617.65	400,738.68	-1.45%
JANUARY	397,583.68	386,222.81	430,566.40	355,065.45	428,005.85	420,055.36	-1.86%
FEBRUARY	315,611.21	346,227.45	354,592.09	440,931.59	363,771.00	417,204.79	14.69%
MARCH	368,572.00	447,528.01	397,064.44	432,715.60	444,964.47	417,215.47	-6.24%
APRIL	350,563.22	357,396.57	322,468.20	354,143.36	387,311.51	365,080.95	-5.74%
MAY	277,962.54	261,754.61	316,300.94	296,545.56	300,584.29	358,920.74	19.41%
JUNE	406,902.66	426,728.90	360,109.32	368,699.52	456,577.00	401,315.24	-12.10%
JULY	396,330.13	410,214.11	488,884.69	499,689.10	420,349.19	442,261.53	5.21%
AUGUST	254,968.15	276,170.28	290,449.04	311,169.75	322,712.79	372,615.14	15.46%
SEPTEMBER	466,086.93	457,122.35	395,182.14	464,286.39	465,772.42	518,477.31	11.32%
TOTALS:	\$ 4,204,694.99	\$ 4,397,905.50	\$ 4,354,507.85	\$ 4,703,065.67	\$ 4,612,283.40	\$ 4,787,670.81	

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

3.80%

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

0.00%

1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$ 4,111,148.43
EXPIRED: 06-30-02	1994-2002	9,410,782.24
EXPIRED: 06-30-10	2002-2010	13,334,617.88
EXPIRED: 06-30-18	2010-2018	15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$ 5,337,550.33

TOTAL COLLECTIONS TO DATE: \$ 48,169,117.24

MONTH	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Monthly % Increase/ (Decrease)
OCTOBER	\$ 161,107.69	\$ 170,499.84	\$ 175,568.60	\$ 180,849.11	\$ 170,966.92	\$ 173,893.15	1.71%
NOVEMBER	142,855.95	147,004.44	141,448.41	125,504.75	136,841.76	162,999.67	19.12%
DECEMBER	181,093.25	196,765.87	182,428.48	283,555.71	203,310.25	200,369.28	-1.45%
JANUARY	198,791.64	193,111.70	215,283.32	177,532.58	214,002.88	210,027.68	-1.86%
FEBRUARY	157,805.66	173,113.68	177,296.22	220,465.78	181,885.56	208,602.53	14.69%
MARCH	184,286.03	223,763.88	198,532.64	216,358.10	222,481.70	208,607.73	-6.24%
APRIL	175,281.51	178,698.24	161,234.31	177,071.76	193,656.33	182,540.31	-5.74%
MAY	138,981.32	130,877.37	158,150.75	148,272.80	150,291.55	179,460.29	19.41%
JUNE	203,451.34	213,364.43	180,054.89	184,317.16	228,288.80	200,657.51	-12.10%
JULY	198,165.05	205,107.07	244,442.58	249,844.82	210,175.01	221,130.97	5.21%
AUGUST	127,484.01	138,085.18	145,224.55	155,584.67	161,356.40	186,307.76	15.46%
SEPTEMBER	233,043.27	228,561.39	197,591.18	232,141.66	232,886.54	259,238.60	11.32%
TOTALS	\$ 2,102,346.72	\$ 2,198,953.09	\$ 2,177,255.93	\$ 2,351,498.90	\$ 2,306,143.70	\$ 2,393,835.48	

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

3.80%

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

0.00%

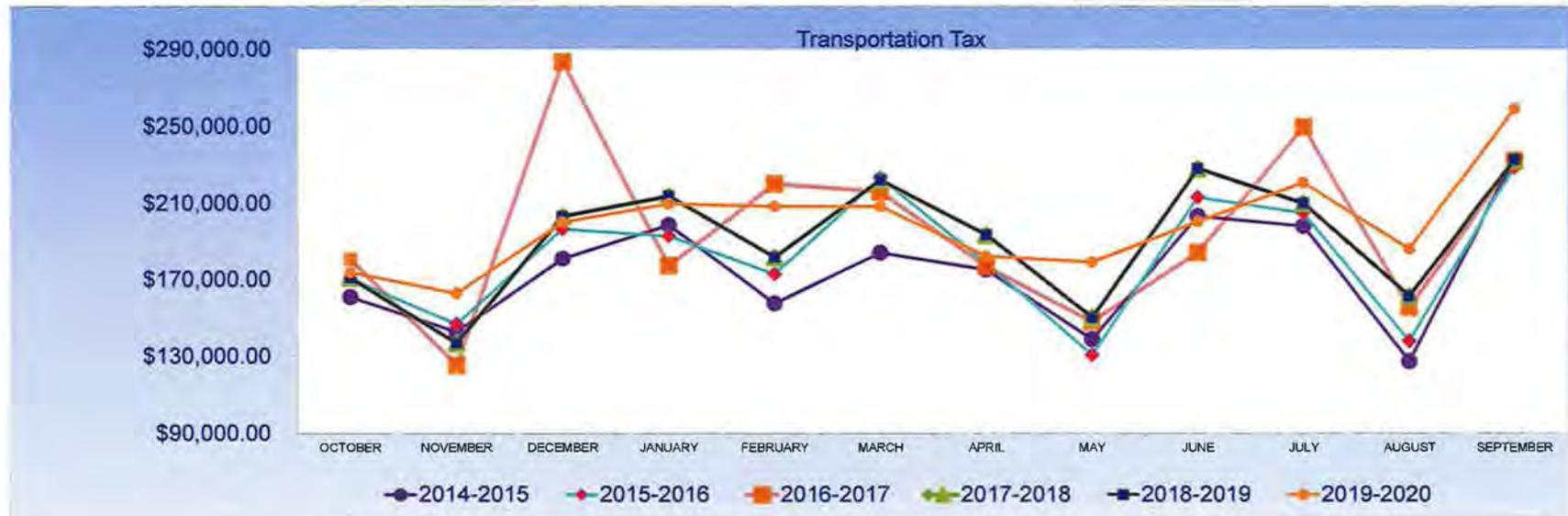
1/2 % TRANSPORTATION SALES TAX

MONTH	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Monthly % Increase/ (Decrease)
OCTOBER	\$ 161,107.79	\$ 170,499.34	\$ 175,568.24	\$ 180,849.11	\$ 170,946.23	\$ 173,893.15	1.72%
NOVEMBER	142,855.97	147,004.51	141,448.18	125,504.37	136,840.50	162,999.68	19.12%
DECEMBER	181,093.25	196,765.76	182,428.60	283,555.44	203,308.99	200,369.28	-1.45%
JANUARY	198,791.80	193,113.86	215,283.62	177,532.58	214,002.88	210,027.78	-1.86%
FEBRUARY	157,805.36	173,113.49	177,296.07	220,465.13	181,885.52	208,602.55	14.69%
MARCH	184,286.08	223,763.91	198,532.25	216,358.08	222,481.85	208,607.77	-6.24%
APRIL	175,281.35	178,698.08	161,234.08	177,071.74	193,656.25	182,540.19	-5.74%
MAY	138,981.19	130,877.30	158,108.05	148,272.79	150,291.51	179,460.32	19.41%
JUNE	203,451.14	213,364.42	180,054.85	184,349.74	228,288.78	200,657.52	-12.10%
JULY	198,165.06	205,105.94	244,442.69	249,844.78	210,175.04	221,130.96	5.21%
AUGUST	127,483.86	138,085.02	145,224.71	155,584.64	161,355.80	186,307.86	15.46%
SEPTEMBER	233,043.30	228,723.59	197,591.24	232,142.98	232,886.52	259,238.63	11.32%
TOTALS	\$ 2,102,346.15	\$ 2,199,115.22	\$ 2,177,212.58	\$ 2,351,531.38	\$ 2,306,119.87	\$ 2,393,835.69	

COLLECTIONS 2005 TO PRESENT: \$29,528,995.05

OVERALL PERCENTAGE GROWTH/ (REDUCTION) FOR OCTOBER TO PRESENT: 3.80%

FISCAL YEAR END PERCENTAGE (POS- OCTOBER TO SEPTEMBER) Shown Once A Year on November Report. 0.00%

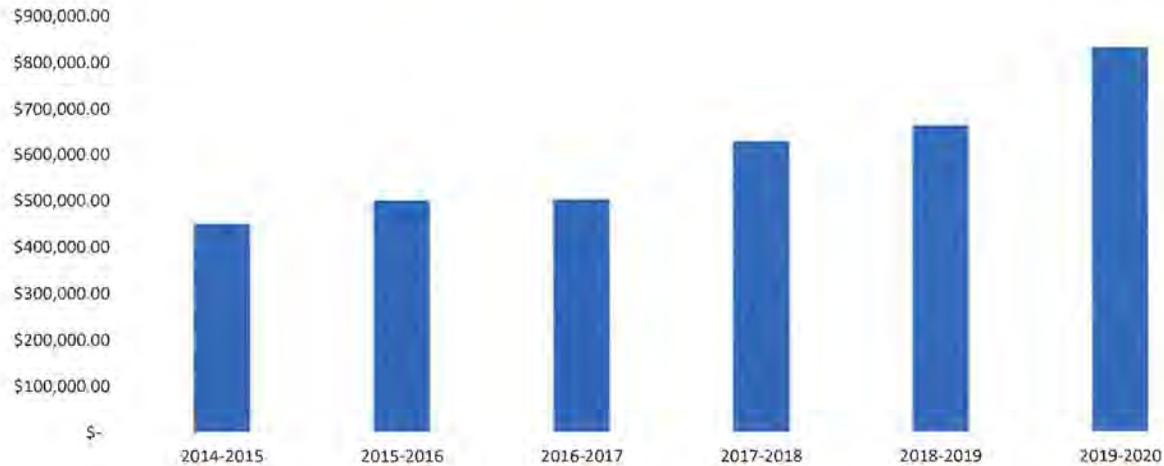


LOCAL OPTION USE TAX

MONTH	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Monthly % Increase/ (Decrease)
OCTOBER	\$ 31,939.99	\$ 41,107.57	\$ 28,227.67	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	3.73%
NOVEMBER	39,689.38	38,629.86	36,285.79	17,632.77	48,613.78	56,442.98	16.10%
DECEMBER	19,842.68	35,667.91	35,826.94	48,045.68	49,662.96	53,993.39	8.72%
JANUARY	18,771.89	73,750.32	43,418.60	48,211.95	68,775.33	39,958.65	-41.90%
FEBRUARY	56,934.67	49,544.55	54,384.99	95,271.61	73,271.71	63,549.19	-13.27%
MARCH	52,588.73	43,602.83	47,389.11	76,542.59	79,877.50	81,178.43	1.63%
APRIL	39,895.13	28,592.66	37,427.52	47,032.55	54,168.57	51,201.38	-5.48%
MAY	51,160.61	42,539.86	38,570.02	49,331.34	45,391.56	117,142.50	158.07%
JUNE	23,755.92	30,670.13	41,187.44	51,751.76	51,449.73	94,813.67	84.28%
JULY	36,718.28	38,065.71	40,613.94	73,096.59	42,197.49	76,691.07	81.74%
AUGUST	40,034.72	38,865.57	36,992.97	54,048.00	53,911.53	82,028.64	52.15%
SEPTEMBER	38,837.45	40,560.94	63,977.54	57,105.98	62,998.22	79,946.63	26.90%
TOTAL	\$ 450,169.45	\$ 501,597.91	\$ 504,302.53	\$ 630,152.51	\$ 664,542.96	\$ 832,447.39	

COLLECTIONS 1998 TO PRESENT: **\$ 9,152,215.89**

OVERALL PERCENTAGE GROWTH/(REDUCTION)
FOR OCTOBER TO PRESENT: **25.27%**





Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	13,353,740.00	13,353,740.00	831,953.71	11,912,307.49	-1,441,432.51	10.79 %
Expense	13,350,835.00	13,608,570.00	772,156.43	11,491,275.86	2,117,294.14	15.56 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	2,905.00	-254,830.00	59,797.28	421,031.63	675,861.63	265.22 %
Fund: 003 - LIBRARY FUND						
Revenue	746,680.00	744,545.00	7,897.06	652,873.97	-81,671.03	10.97 %
Expense	733,990.00	772,944.00	54,116.94	632,168.78	140,775.22	18.21 %
Fund: 003 - LIBRARY FUND Surplus (Deficit):	12,690.00	-28,399.00	-46,219.88	30,705.19	59,104.19	208.12 %
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	891,100.00	891,100.00	6,634.82	908,136.00	17,036.00	1.91 %
Expense	906,275.00	961,249.00	43,439.41	731,517.66	229,731.34	23.90 %
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-15,175.00	-70,149.00	-36,804.59	176,618.34	246,767.34	351.78 %
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	551,000.00	551,000.00	0.00	558,152.12	7,152.12	1.30 %
Expense	637,895.00	791,995.00	355.59	321,192.43	470,802.57	59.45 %
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-86,895.00	-240,995.00	-355.59	236,959.69	477,954.69	198.33 %
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	674,000.00	674,000.00	82,371.21	887,210.26	213,210.26	31.63 %
Expense	475,000.00	657,123.00	628.00	289,381.15	367,741.85	55.96 %
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	199,000.00	16,877.00	81,743.21	597,829.11	580,952.11	-3,442.27 %
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	2,429,500.00	2,429,500.00	174,261.70	2,597,563.07	168,063.07	6.92 %
Expense	3,870,090.00	3,870,090.00	321,540.07	2,821,747.53	1,048,342.47	27.09 %
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-1,440,590.00	-1,440,590.00	-147,278.37	-224,184.46	1,216,405.54	84.44 %
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	2,949,550.00	2,949,550.00	226,687.89	2,578,221.47	-371,328.53	12.59 %
Expense	3,238,810.00	3,238,810.00	13,141.71	2,653,288.51	585,521.49	18.08 %
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-289,260.00	-289,260.00	213,546.18	-75,067.04	214,192.96	74.05 %
Fund: 265 - COP FUND						
Revenue	3,281,400.00	3,281,400.00	0.01	3,304,906.29	23,506.29	0.72 %
Expense	3,277,300.00	3,277,300.00	0.00	3,152,786.25	124,513.75	3.80 %
Fund: 265 - COP FUND Surplus (Deficit):	4,100.00	4,100.00	0.01	152,120.04	148,020.04	-3,610.24 %
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	235,400.00	235,400.00	10,307.74	268,942.86	33,542.86	14.25 %
Expense	456,000.00	459,500.00	8,824.63	148,207.35	311,292.65	67.75 %
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-220,600.00	-224,100.00	1,483.11	120,735.51	344,835.51	153.88 %
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	115,500.00	115,500.00	1.51	126,387.48	10,887.48	9.43 %
Expense	116,000.00	116,000.00	0.00	126,188.79	-10,188.79	-8.78 %
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	-500.00	-500.00	1.51	198.69	698.69	139.74 %
Fund: 400 - WATER FUND						
Revenue	1,550,530.00	1,550,530.00	173,338.51	1,557,939.23	7,409.23	0.48 %
Expense	2,750,305.00	2,779,305.00	114,051.50	1,148,815.98	1,630,489.02	58.67 %
Fund: 400 - WATER FUND Surplus (Deficit):	-1,199,775.00	-1,228,775.00	59,287.01	409,123.25	1,637,898.25	133.30 %
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	3,044,000.00	3,044,000.00	229,678.74	2,863,379.24	-180,620.76	5.93 %
Expense	4,602,060.00	4,994,460.00	102,302.21	3,268,699.56	1,725,760.44	34.55 %
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-1,558,060.00	-1,950,460.00	127,376.53	-405,320.32	1,545,139.68	79.22 %

13e

Budget Report

For Fiscal: 2019-2020 Period Ending: 08/31/2020

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 420 - SOLID WASTE FUND						
Revenue	2,912,000.00	2,912,000.00	225,886.42	2,782,064.73	-129,935.27	4.46 %
Expense	3,437,030.00	3,466,567.00	205,535.17	2,750,424.61	716,142.39	20.66 %
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	-525,030.00	-554,567.00	20,351.25	31,640.12	586,207.12	105.71 %
Fund: 839 - VALENT AEROSTRUCTURES 2010 A & B						
Revenue	710,000.00	710,000.00	3,976,383.47	4,604,827.55	3,894,827.55	548.57 %
Expense	710,000.00	710,000.00	55,756.89	628,450.12	81,549.88	11.49 %
Fund: 839 - VALENT AEROSTRUCTURES 2010 A & B Surplus (Deficit):	0.00	0.00	3,920,626.58	3,976,377.43	3,976,377.43	0.00 %
Report Surplus (Deficit):	-5,117,190.00	-6,261,648.00	4,253,554.24	5,448,767.18	11,710,415.18	187.02 %

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Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	2,905.00	-254,830.00	59,797.28	421,031.63	675,861.63
003 - LIBRARY FUND	12,690.00	-28,399.00	-46,219.88	30,705.19	59,104.19
004 - VOLUNTEER FIRE FUND	-15,175.00	-70,149.00	-36,804.59	176,618.34	246,767.34
010 - VEHICLE & EQUIPMENT REPLA	-86,895.00	-240,995.00	-355.59	236,959.69	477,954.69
250 - STORMWATER IMPROVEMEN	199,000.00	16,877.00	81,743.21	597,829.11	580,952.11
260 - CAPITAL IMPROVEMENT SALE	-1,440,590.00	-1,440,590.00	-147,278.37	-224,184.46	1,216,405.54
261 - TRANSPORTATION SALES TAX	-289,260.00	-289,260.00	213,546.18	-75,067.04	214,192.96
265 - COP FUND	4,100.00	4,100.00	0.01	152,120.04	148,020.04
272 - DOWNTOWN TIF RPA-1	-220,600.00	-224,100.00	1,483.11	120,735.51	344,835.51
274 - RHINE RIVER TIF RPA-2	-500.00	-500.00	1.51	198.69	698.69
400 - WATER FUND	-1,199,775.00	-1,228,775.00	59,287.01	409,123.25	1,637,898.25
410 - SEWAGE TREATMENT FUND	-1,558,060.00	-1,950,460.00	127,376.53	-405,320.32	1,545,139.68
420 - SOLID WASTE FUND	-525,030.00	-554,567.00	20,351.25	31,640.12	586,207.12
839 - VALENT AEROSTRUCTURES 20	0.00	0.00	3,920,626.58	3,976,377.43	3,976,377.43
Report Surplus (Deficit):	-5,117,190.00	-6,261,648.00	4,253,554.24	5,448,767.18	11,710,415.18

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CITY OF WASHINGTON & MRC RECYCLING E-CYCLE COLLECTION EVENT



Event Date & Time:

**Saturday - October 17, 2020 / 8:00 am - 1:00 pm
(Rain or Shine)**

The drop-off event will be held at the Fairgrounds Swine Pavilion. The entrance into the event will be off of Veterans Drive at the south gate going into the Fairgrounds, then exit out of the north Fairground gate onto North Park Drive.

Acceptable Items:

Computers & components, Office Equipment, Communication Equipment, Electronic Equipment, Microwaves, Toaster Ovens, Phones Vacuum Cleaners, (basically anything that has a cord).

All appliances (washer, dryer, refrigerators, etc.) can be dropped off at the City of Washington's Recycle Center (400 Recycle Dr.) during normal operating hours.

CHARGES

CRT MONITORS = \$5.00 each

CRT TV's 26" or less = \$30.00 each

CRT TV's 27" or greater = \$50.00 each

WOOD CONSOLE & TRUE BIG

SCREEN/PROJECTION TV's = \$50.00 each

LED/LCD/PLASMA TV's = \$20.00 each

ANY FREON CONTAINING UNIT = \$10.00 each



For more information, contact
Pam at 636-390-1032



Items that **CANNOT** be Placed in Bulk Trash:



Car Parts



Light Bulbs



Sharps



Batteries



Prescription Drugs



Fireworks



Hazardous Material



Construction Material



WASTE CONNECTIONS
Connect with the Future

WASHINGTON CITY-WIDE BULK PICK-UP

- ❖ Bulk items will be collected for **FREE** Oct 19th- 23rd on your usual pick-up day
- ❖ Service is only available to **RESIDENTS** of Washington – **NOT BUSINESSES**
- ❖ Below are examples of common **BULKY ITEMS**:
 - Refrigerators
 - Stoves
 - Washers
 - Dryers
 - Couches
 - Tables
 - Televisions
 - Mattresses
 - Lawn Mowers (must have gas & oil removed)
- ❖ Thank you for promoting public health and preventing fires, sickness, and other hazards!



Waste Connections

12581 State Highway H
Richwoods, MO 63071

www.wasteconnectionsmo.com

Phone: 636-321-2100

E-mail:

wasteconnectionsmo@wasteconnections.com





City to Pick Up Leaves in Two Rounds

City of Washington Crews will conduct two rounds of leaf pickups for residents this year (2020).

- The first round is scheduled to Start **November 9th** and continue until each street has been picked up one time.
- The second round is scheduled to Start **November 30th** and continue until each street has been picked up one time.

In both rounds crews will start picking up leaves on the east side of town and proceed to the west. **If the leaves are not out on the day we were in your area, we will not come back to pick them up on the first round but will get them on the second round. If the leaves are not out on the day we are by on the second/last round, we will not be back!**

Residents are asked to rake their leaves to the curb, but not place them in the streets, gutters or on sidewalks.

Residents are also asked to not park vehicles near the piles of leaves to make it easier for crews to pick them up. **If vehicles are parked on or too close to the pile those leaves will be left and picked up on the second round as long as the vehicle is moved.**



REMINDER: You can also bring your leaves to the Recycle Center at 400 Recycle Dr., if you miss the curbside pickup. Below are the hours for the Recycle Center.

Monday – Closed
Tuesday – 10:00 am – 6:00 pm
Wednesday - 10:00 am – 6:00 pm
Thursday - 10:00 am – 6:00 pm
Friday – 8:00 am – 4:00 pm
Saturday – 8:00 am – 4:00 pm