

**COUNCIL WORKSHOP MEETING
MONDAY, OCTOBER 4, 2021 – 6:00 p.m.
COUNCIL CHAMBER
405 JEFFERSON STREET
WASHINGTON, MO**

INTRODUCTORY ITEMS:

Roll call/Pledge of Allegiance

ACTION:

1. APPROVAL OF MINUTES:

Approval of the September 7, 2021 Workshop minutes

Approve/Mayor

2. PRESENTATIONS:

A. Lime Scooters

Discussion

3. REPORT OF DEPARTMENT HEADS:

A. Engineering Department –

a. Ameren Overhang Easement

Discuss-Send to Council

B. Parks Department –

a. Phoenix Park Playground

Discuss-Send to Council

4. EXECUTIVE SESSION:

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

ROLL CALL VOTE

5. ADJOURNMENT:

**MINUTES OF THE
CITY OF WASHINGTON, MISSOURI
COUNCIL WORKSHOP MEETING
SEPTEMBER 7, 2021**

The Council Workshop Meeting held on Tuesday, September 7, 2021 at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present
Council Members:	Ward I	Steve Sullentrup Present (6:39 p.m.)
		Duane Reed Present
	Ward II	Mark Wessels Present
		Mark Hidritch Present (6:12 p.m.)
	Ward III	Jeff Patke Absent
		Greg Skornia Present
	Ward IV	Gretchen Pettet Absent
		Joe Holtmeier Present
Also Present:	City Attorney	Mark Piontek (6:58 p.m.)
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Generalist	Shauna Pfitzinger
	Library Director	Nelson Appell
	Finance Director	Mary Sprung
	Street Superintendent	Tony Bonastia
	Airport Manager	Kevin Hellmann
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Emergency Management Director	Mark Skornia
	Communications Director	Lisa Moffitt
	Fire Chief	Tim Frankenberg
	Police Chief	Ed Menefee

Approval of Minutes

A motion to approve the minutes from the August 2, 2021 Workshop meeting as presented made by Wessels, seconded by Holtmeier, passed without dissent.

Report of Department Heads

A. Administration Department -

a. ARPA Funds Recommendation

August 31, 2021

Honorable Mayor and City Council

Washington, MO 63090

Re: American Rescue Plan Act funds recommendation

September 7, 2021

Dear Mayor & Council Members:

During a presentation made by staff on May 17, 2021, it was recommended that the City utilize some of the funds received from the ARPA to give employees a one-time pandemic pay adjustment as an acknowledgment of their dedication and commitment to the city and our residents during 2020, all while staying open and continuing to provide a high level of service amid a Pandemic. Employees who were hired before December 1, 2020, and are still currently employed would be eligible for the one-time pandemic pay adjustment.

It is the recommendation of staff to provide employees a one-time pay adjustment in late September. The amounts will be determined based on job position and risk level. Three categories have been created to help determine what amount each employee would receive.

The first category will be for Police Officers, active line firefighters, and high exposure risk field employees, the amount to be given for this category will be \$1,200. The second category will be for all lower risk field employees, active support firefighters, and administrative or support positions, the amount to be given for this category will be \$600. The final category will be for all part-time employees who are in the field or administrative positions, and the amount to be given for this category will be \$300.00

With your approval, staff will proceed with the recommendation.

Respectfully submitted,

Shauna Pfitzinger

Human Resources Generalist

After Human Resources Generalist Shauna Pfitzinger and City Administrator Darren Lamb discussed the recommendation, a motion to forward to Council made by Holtmeier, seconded by Hidritch, passed without dissent.

b. Budget Highlights

To: City Council

From: Darren Lamb, Mary Sprung

cc: Mayor

Date: 8/25/21

Re: Budget Highlights

Administration and Finance are proposing to include the following goals in this year's budget:
General Fund

- Incorporate the salary survey recommendations for all employee positions to include approximately a \$147,000 expense*
- Propose a 2-3% merit increase for employees*
- Revisit the Prop P funding for the Police Department to include an annual payment for funding received in excess of reserves (see attached sheet)*
- Additional officer for Police Department*
- Full time Assistant Airport Manager (hire in Spring of 22)*
- Part time clerk for the Parks Department*
- Part time Maintenance Worker 1 for Parks/Maintenance*
- 3.5% increase in sales tax*

Local Use Tax Fund

- Establish a program to identify and provide financial assistance to remove infiltration/inflow from the sanitary sewer system*

September 7, 2021

- *Prioritize existing private residentially served stormwater retention basins for potential City maintenance*
- *Utilize contract labor to maintain the native plants along Highway 100*
- *Utilize funds to slipline sanitary sewer mains to reduce infiltration*
- *14% increase in use tax*

Water Fund

- *Additional Maintenance Worker 3 position*
- *Annual increase based on consumer price index*
- *New water tower East end of town - \$600,000*

Wastewater Fund

- *Additional Maintenance Worker 2 position*

Capital Improvement Sales Tax Fund

- *Phoenix Center playground - \$250,000*
- *Ronsick Infield turf - \$350,000*
- *Main Stage roof - \$482,500*
- *Airport hangars - \$1,200,000 (City share \$120,000)*
- *Waterworks renovation - \$370,000*
- *New water tower East end of town - \$300,000 (see above for additional funds)*
- *Transportation Sales Tax Fund*
- *Busch Creek Greenway - \$751,000 (City share \$171,000)*
- *Miscellaneous street reconstruction - \$630,000*

City Administrator Darren Lamb and Councilmember Skornia briefly discussed budget surplus. The Public Hearing for the Fiscal Year 2021-2022 Budget will be held on Monday, September 20, 2021.

c. Lime Scooters

Community and Economic Development Director discussed the Traffic Committee's recommendation from the September 3, 2021, Washington Traffic Commission Meeting. Topics of discussion were a 2-year contract with Lime exclusively which can be terminated with a 60-day notice, create parking stations for Front Street only, enact a curfew to shut down all scooters between the hours of 10 p.m. and 5 a.m., utilize the impact fee to pay for any clean up needs (graffiti removal as needed), allow for special requests for festival weekends, any future changes that are mutually agreeable to both parties and the endorsement letter from Downtown Washington, Inc. Discussion ensued regarding revenue, proposed curfew, parking corrals and accidents.

B. Airport –

a. Fuel Truck Purchase

August 25, 2021

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

RE: Washington Regional Airport (FYG)

Fuel Truck

Dear Mayor and City Council Members:

September 7, 2021

The Washington Regional Airport (FYG) operates a full service airport for fueling operations. Recently, we have added a mechanic lease in our main hanger, have plans to add hangar space, and have improved the runway and fueling station for users. All have increased the opportunity for increased traffic and fuel sales.

One of the most important components of our operation is our ability to provide full service jet fueling operations. This is accomplished by utilizing a fuel truck, which brings fuel to the jet. The current fuel truck is a 1986 model that was purchased used in 2005. Parts are becoming very difficult, and we are getting increasingly concerned about federal and state compliance issues. If we would like to continue to have jet fueling operations, it needs to be replaced.

As staff has previously presented, we propose using American Rescue Act Plan (ARPA) funds to pay for this purchase. We feel our airport is pivotal to the City of economic development purposes. Kevin Hellmann, Airport Manager, was able to get three different quotes from three different vendors. Each quote was reviewed for quality, price, and future maintenance needs. They are as follows:

- | | | | |
|----|----------------------------------|-----------|--------|
| 1. | Skymark 3000 gallon jet refueler | \$187,650 | GAS |
| 2. | Proflow 3000 gallon jet refueler | \$214,035 | GAS |
| 3. | Garsite 3000 gallon jet refueler | \$181,266 | DEISEL |

Kevin reached out to multiple fuel providers at different locations as references. We also considered the truck being housed in a non-climate controlled area and timing to get delivered. In summary, we are requesting that City Council approve the purchase of the Skymark 3000 jet refueler in the amount of \$187,650.00

Respectfully submitted,

John Nilges, P.E.

Public Works Director

After City Administrator Darren Lamb, Public Works Director John Nilges and Airport Director Kevin Hellmann discussed the purchase, a motion to forward to Council made by Hidritch, seconded by Skornia, passed without dissent.

C. Communications Department –

a. CodeRED Service Agreement

August 25, 2021

Mayor Sandy Lucy

City Council Members

405 Jefferson Street

Washington, MO 63090

Dear Mayor and City Council Members,

Please find attached the Ordinance and Service Agreement for Onsolve, LLC the provider of our CodeRED services. The three-year contract locks us in at \$13,312.50 per year for CodeRED routine/emergency notifications as well as our CodeRED Weather Warning. This is an increase of \$812.50, over the previous contract.

Sincerely,

Lisa Moffitt,

Director of Communication

After Communications Director Lisa Moffitt discussed the agreement, a motion to forward to Council made by Hidritch, seconded by Holtmeier, passed without dissent.

September 7, 2021

b. Dispatching Service Agreement for the City of New Haven

August 27, 2021

Mayor Sandy Lucy

City Council Members

405 Jefferson St

Washington MO 63090

Dear Mayor and City Council Members,

Attached you will find an Ordinance and Dispatching Service Agreement for the City of New Haven, Missouri. The purpose of this agreement is to provide law enforcement emergency and non-emergency dispatch services to the New Haven Police Department.

I will be available at the meeting on September 7, 2021, to answer any questions.

Sincerely,

Lisa Moffitt,

Director of Communications

After Communications Director Lisa Moffitt discussed the agreement, a motion to forward to Council made by Holtmeier, seconded by Hidritch, passed without dissent.

D. Fire Department –

a. Board of Directors Introduction

Fire Chief Tim Frankenberg introduced the Board of Directors of the Washington Volunteer Fire Company and discussed the reorganization. Board of Directors are: Chairman John Borgmann, Assistant Fire Chief Mark Skornia, Father Mike Boehm, Don Peters, Captain Blake Marquart, Deputy Chief Buzz Eckelkamp, Terry Sullentrup and Mark Frankenberg. Discussion ensued regarding Fire Station 6 and the number of Volunteer Firefighters the company has.

E. Planning & Zoning Department –

a. New Verizon Antenna

August 30, 2021

Re: New Verizon Antenna

Honorable Mayor & City Council

405 Jefferson Street

Washington, MO 63090

Dear Mayor & City Council Members,

In your packet for approval is the request for the modification of an existing Crown Castle Cell Tower at the Fire Headquarters on 14th Street. The request is to remove and replace an existing antenna for additional Verizon coverage in the area. A letter from the lease and a plan showing the amendment is attached to this letter.

Feel free to reach out with any questions,

Sal Maniaci

Community and Economic Development Director

After Community and Economic Development Director Sal Maniaci and City Administrator Darren Lamb discussed the amendment, a motion to forward to Council made by Holtmeier, seconded by Sullentrup, passed without dissent.

September 7, 2021

F. Police Department –

a. Body Camera & In-Car Camera System Plan

08-31-21

To: City Council of Washington
Mayor Sandy Lucy

From: Chief Edward Menefee

RE: Contract with Axon Enterprises, Inc. for Body Cameras and In-Car Cameras
Council,

I am requesting to enter into a 10-year contract with Axon Enterprises, Inc. for the purchase, maintenance, software, warranty and replacement program for Body Cameras for officers and In-Car Cameras for patrol vehicles.

Currently, and for over ten years, we have used Watch Guard In-Car Cameras in patrol vehicles. Around 2015, the Department started using Watch Guard Body Cameras. We have maintained a purchase program to acquire new body cameras and in-car cameras from Watch Guard each year.

Over the past several years, the Department has run into several issues with the Watch Guard cameras and syncing programming from Watch Guard with City servers handled by NOC. There was a problem with downloading video footage from the cameras on old City servers; not enough memory capability. With NOC's recommendation, a server with 30-Terabyte storage capacity was installed at the police station for the sole purpose of storing police video. It was also to make it easy to review and record video clips for case and court purposes. Currently, we are near the end of available space to store video.

Over the past few years, we have had consistent problems with accessing or downloading video from the Watch Guard software. NOC and Watch Guard have worked and worked to resolve the problem. The problem being communication from Watch Guard software to NOC storage and access software. The problems will be fixed, the system will operate correctly for a couple to a few weeks and then the problem happens again. This has been occurring for over two years. In addition to this problem, we have had issues with the Watch Guard body cameras hard ware. The reliability of the cameras has come into question. The battery life of a body camera is supposed to be 12 hours. We have only been able to get about 8 hours, and sometimes fewer, of operation from a body camera. This results in an officer working a shift and late in his shift the body camera shuts off. Thus no video. This can be crucial at a time in a case investigation, use of force situation or even in a citizen complaint. Having video evidence most often puts the officer in the right.

Officers have had to appear in court to present video evidence. The police report indicates we have video evidence, but sometimes we cannot access it for a copy of the prosecutor and court. This does not sit well with the judge.

The Department has had Watch Guard body cameras and in-car cameras malfunction or fail. The cameras are not warranted and repair is costly.

Even with all the problems with Watch Guard cameras, we have stayed with that model due to the cost to switch to another vendor, to maintain storage compatibility and to use a "cloud" base storage system provided by a camera vendor.

The Watch Guard cameras do not properly provide for the needs of the Department. The Department has been looking to change the whole camera system to a different vendor.

Three years ago, we received a supply of Axon Body Cameras to test for a year, free of charge. This test included free storage of video on an Axon Cloud Storage Site. We evaluated the

September 7, 2021

cameras for the year and found them to be reliable, maintained camera battery life, did not malfunction, stored and make easily accessible video from the Cloud storage site and were easier for officers to operate than Watch Guard cameras.

Additional benefits of Axon cameras was the ability for an officer to log on Axon's Cloud storage site and view videos from a cell phone or computer. This is useful when completing reports or needing to review video at an incident scene.

The Department did not switch at that time to Axon cameras because of the cost to use Axon's Cloud storage site. Also, Axon at that time did not have in-car cameras.

Axon now has in-car cameras available, along with the body cameras. The body camera and in-car camera are synced and operate together when an officer turns one or the other on. The newest Watch Guard cameras do this also.

A comparison bid for a 10-year contract with Axon and Watch Guard was completed. Body cameras for each Road Officer and SRO (21) were in the bid. As was in-car cameras for each Road Patrol Vehicle (14). This is to ensure every officer that needs a camera has one for use and it will be operable at all times.

AXON

	YEARLY	10 YEAR CONTRACT TOTAL
Body Cameras-	\$18,886.50/yr.	\$188,865.00
In-Car Cameras-	\$22,150.80/yr.	\$221,508.00
TOTALS	\$41,037.30	\$410,373.00

21- New Body Cameras are included in the bid. By contract Axon will replace all 21 body cameras every 2 ½ years. This means in the life of the contract 21 body cameras will be replaced 4 times.

14- New In-Car Cameras are included in the bid. By contract Axon will replace all 14 in-car cameras every 5 years. This means for the life of the contract 14 in-car cameras will be replaced 2 times.

This includes all licensing, software, warranty, extra batteries, chargers and use of Axon's Cloud Storage site. In addition, the Axon in-car cameras had built in License Plate Readers (LPR). This is a service that can be activated at additional cost. The Department would look into expensing to activate the LPR feature in the future.

WATCH GUARD

	YEARLY	10 YEAR CONTRACT TOTAL
Body Cameras-	\$13,248.00	\$132,480.00
In-Car Cameras-	\$25,032.00	\$250,770.00
TOTALS	\$38,280.00	\$383,510.00

Watch Guard only does five (5) year contracts. The pricing had to be doubled. Also, we received a deferment for the total price due to a few new/newer Watch Guard Body Cameras the Department has. The in-car cameras are an older version and all need to be replaced. Not just due to age, but the new cameras can sync with the body cameras just as Axon cameras do.

21- New Body Cameras are included in the bid. By contract Watch Guard will replace all 21 body cameras every 3 years. This means in the life of the contract 21 body cameras will be replaced 3 times.

14- New In-Car Cameras are included in the bid. By contract Axon will replace all 14 in-car cameras every on the first 5-year contract and again on the second 45 year contract. This means for the life of the contract 14 in-car cameras will be replace 2 times. However, Watch Guard

cannot guarantee replacement of cameras on the second five years. Replacement would only occur if a new version of a Watch Guard In-Car Camera came out. Watch Guard in-car cameras do not have LPR capability like Axon cameras do.

This includes all licensing, software, warranty, extra batteries, chargers and use of Watch Guard's Cloud Storage site.

The Department also looked at Digital Ally body cameras; the company has no in-car cameras. A local agency that uses Digital Ally was consulted. They did not provide a good recommendation for using Digital Ally body cameras.

SUMMARY

For a myriad number of reasons, the Department has chosen to redo the entire body and in-car camera system in use and go with a 10-year contract with Axon.

Concerning Watch Guard, the cost of the second 5-year contract for both Watch Guard cameras might change, due to price increases in hardware, etc. (This will not occur with Axon, because a 10-year contract locks in the prices on all cameras.) Axon also gives price savings per year by doing a 10-year contract.

The additional replacement of 21 body cameras in the 10-year contract with Axon over Watch Guard is worth about \$21,000. Plus, the Department is guaranteed replacement of in-car cameras in the 10-year contract with Axon. Unlike Watch Guards uncertainty in replacing in-car cameras on the second 5-year contract.

The price difference in contracts is \$26,863 more for Axon over Watch Guard. However if accounting for the additional camera replacements, the contract for Axon over Watch Guard is better. Also given the issues with hardware, technical problems, etc. with Watch Guard cameras, the Department does not see them as reliable. Axon cameras provide better hardware and service. A Budget Amendment for 2020/2021 was completed. Federal Relief Funds received by the Police Department (about \$190,000) were placed in Wages and Salaries budget. This freed funding to use to cover costs of a new body and in-car camera system and other equipment for the Department.

Body Cameras were accounted for in Small Tools; \$70,000 available of \$104,000. This would cover over five (5) years of the 10-year contract. In-Car Cameras were accounted for in Machinery & Equipment; \$78,000. This would account for just over three (3) years of the 10-year contract.

I respectfully request Council approve the 10-year contract with Axon Enterprises, Inc. for \$410,373.00 (or \$41,037.30 payable per year). Equipment acquisition will be completed 2020/2021 Budget Year.

As a side note, St. Clair Police Department is interested in purchasing the Watch Guard camera equipment we have.

Chief Edward Menefee

After Police Chief Ed Menefee discussed the purchases, a motion to forward to Council made by Hidritch, seconded by Sullentrup, passed without dissent.

b. Use of Security Cameras – Bank of Washington

September 7, 2021

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

RE: Use Agreement for City Cameras

1816 Hwy A – Johnston Holdings, LLC.

September 7, 2021

2629 E 5th Street – Bank of Washington

Dear Mayor and City Council Members:

For your consideration, this letter, with the attached documents, were reviewed and approved by Traffic Committee as they related to the installation and use of city cameras on private buildings at the above locations.

If approved, the agreement will allow the city to install and monitor video surveillance cameras on the above private businesses. The cameras will be focused on the intersections of Mo 100 and E 5th Street and Mo 100 and Jefferson Street. The available video is intended for use during investigations involving serious injury traffic crashes and other criminal incidents.

Thank you for your consideration.

Respectfully submitted,

Sgt. Michael Grissom #299

Washington Police Department

After Sergeant Michael Grissom and Police Chief Ed Menfee discussed the agreements, a motion to forward to Council made by Holtmeier, seconded by Sullentrup, passed without dissent.

c. Use of Security Cameras – Johnston Holdings, LLC

September 7, 2021

Honorable Mayor and City Council

City of Washington

Washington, MO 63090

RE: Use Agreement for City Cameras

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Thank you for your consideration.

Respectfully submitted,

Sgt. Michael Grissom #299

Washington Police Department

With no further discussion on the agreement, a motion to forward to Council made by Sullentrup, seconded by Hidritch, passed without dissent.

Adjournment

With no further business to discuss, a motion to adjourn made at 6:59 p.m. by Holtmeier, seconded by Sullentrup passed without dissent.

September 7, 2021



September 28, 2021

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

RE: 520 West Fifth Street – Ameren Overhang Easement

Dear Mayor and City Council Members:

Ameren Missouri reached out last month in reference to a pole replacement project on Stafford Street. Ameren determined they would need an Overhang Easement to complete the work and ensure reliable service to the City. After some discussion, and back/forth, staff recommends agreeing to provide Ameren a:

15' wide easement for access and overhang only along the
western property line (Stafford Street)

This easement does not allow for poles or other appurtenances to be located within it.

Respectfully submitted,

John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EASEMENT (ELECTRIC LINE OVERHANG) BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

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

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

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

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

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

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

Exhibit I

REMS INFORMATION

Agreement ID: UEC-202108-36495

Project ID: 48409

EASEMENT

(Electric Line Overhang)

520 W FIFTH ST., WASHINGTON, MO 63090

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **CITY OF WASHINGTON, A MUNICIPAL CORPORATION**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors as access to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove an electric line and communications line or lines, consisting of wires, cables, fixtures, and appurtenances thereto (hereinafter individually and collectively "Facilities"), said easement only allows for overhang of the electric and communication line or lines. Any other facilities, including but not limited to poles, anchors, guy wires, (etc.) shall not be located in said easement area. Together with the authority to extend to any other party the right to use, pursuant to the provisions hereof. The easement area shall be located upon, over, and across the following described land in Section 22, Township 44 North, Range 01 West, of the 5th Principal Meridian, in Franklin County, State of Missouri, to-wit:

Part of the West three-fourths of Lot Four (4) of the Subdivision of the Estate of Rudolph Uhlenbrock, deceased, in the City of Washington, EXCEPT a strip of land 20 feet wide off the West side thereof which was condemned by the City for the widening of Stafford Street and EXCEPT a parcel conveyed to the City of Washington, described as follows: Beginning at the Northeast corner thereof, thence West along Fifth Street 18 feet, thence South 50 feet, thence East 18 feet, thence North 50 feet to the place of beginning; as described by deed thereof recorded in Deed Book 266 Page 114 of the Franklin County, Missouri Records.

The land where Grantee's facilities shall be located hereunder is described as a 10 foot strip of even width adjacent to Stafford Street, which is further depicted on Exhibit "A" attached hereto and made a part hereof (hereinafter "Easement Area");

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches or other obstructions upon and over the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

GRANTOR:
City of Washington, a municipal corporation

By: _____
Name: _____
Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF _____ }
 COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Executor(s) <input type="checkbox"/> Administrator(s) <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Conservator(s) <input type="checkbox"/> Guardian(s)	<input type="checkbox"/> Corporate Title(s) of Officer(s): _____ _____ _____ _____	<input type="checkbox"/> Limited Liability Company Member(s)/Manager(s): _____ _____ _____ _____	<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Other (Specify Below): _____ _____ _____

 My Commission Expires

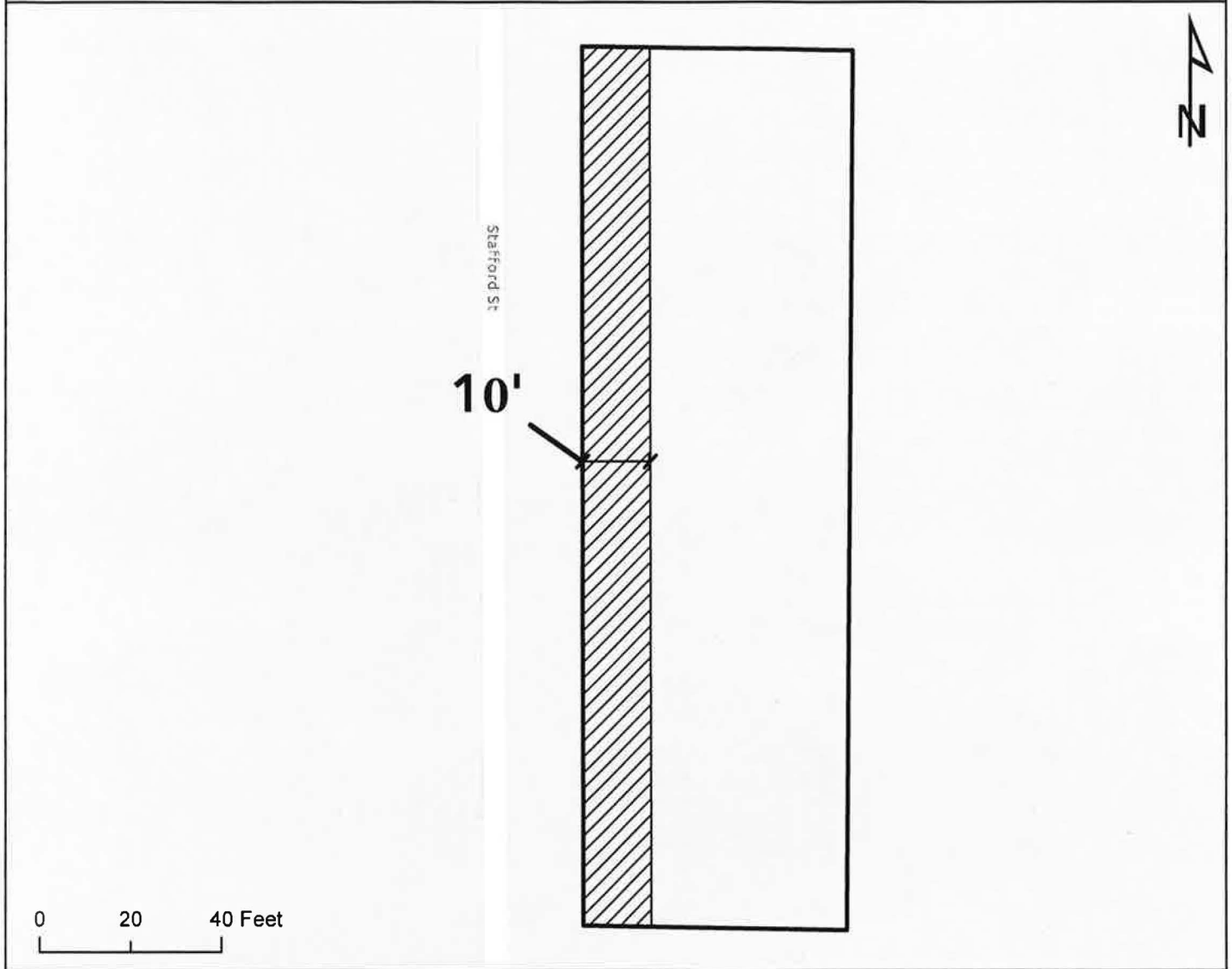
 Notary Public

Prepared By: O.R. Colan Associates, 3050 West Clay, Suite 200, St. Charles, MO 63301

Return To: O.R. Colan Associates, Attn: Dawn Bauer, 3050 West Clay, Suite 200, St. Charles, MO 63301

CON
 WO#: J0NR9
 Facility Name: Franklin 71
 38.55691°N, 91.01925°W
 09/29/2021

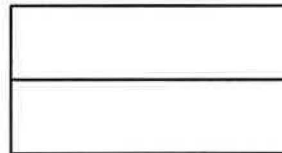
EXHIBIT "A"



Note: Purpose of exhibit is to establish an electric utility easement

Legend

-  Easement
-  Parcels



NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AMEREN MISSOURI FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. APPROXIMATE PROPERTY LINES, ROAD RIGHT OF WAY, PARCEL NUMBER, AND OWNERSHIP SHOWN ARE FROM COUNTY GIS.

ORC, LLC PERFORMED NO FIELD SURVEY OR TITLE RESEARCH.

Scale: 1:400

Date: 8/23/2021

**CITY OF WASHINGTON
520 W FIFTH ST WASHINGTON 63090**

**Ameren: Franklin 71
Tract No: F71-W-020**



3Aa



Receipt, Closing Statement & Designation of Funds



We order and direct the payment from Ameren Missouri,
 for the total sum of Five-Hundred and NO/100 Dollars, \$ 500.00,
 to be distributed as follows:

Party	Interest	Payment Amount
CITY OF WASHINGTON	100%	\$500.00

_____	_____	_____
Signature	Printed Name	Date
_____	_____	_____
Signature	Printed Name	Date
_____	_____	_____
Signature	Printed Name	Date
_____	_____	_____
Signature	Printed Name	Date

Possession and transfer of easement to Ameren Missouri occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any change to this Receipt may only be made in writing and signed by all parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Andy Knopfel

_____	_____	_____
Signature, Ameren Agent	Printed Name, Ameren Agent	Date

Easement Amount: \$500.00	County: FRANKLIN
Damages Amount:	Line Name / Number: FRANKLIN 71
Total: \$500.00	PIN: 10-5-22.0-2-013-362.000
Detailed Damages Description:	

If you have any questions, please call O.R. Colan Utility & Infrastructure Land Services, LLC (636) 949-2125

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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-	-							
or								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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October 4, 2021

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

RE: Bid Recommendation – Phoenix Park Playground

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment is needed, staff will annually review the equipment and discuss why it is needed. As such, the Parks and Recreation Commission and staff identified the need to install a playground at Phoenix Park. This project was approved in the Capital Improvement Sales Tax Fund in the 2021-2022 budget. Staff researched several interlocal contracts for cooperative purchases and found the HGAC cooperative purchasing program would give the City the best pricing.

Accordingly, the Parks and Recreation Commission and staff recommend that Council consider Landscape Structures' bid in the amount of \$243,756.00 for the purchase of a playground at Phoenix Park, which is under the budgeted amount of \$280,000.00. The purchase price includes equipment, installation, engineered wood fiber (as surfacing) and freight. The remaining budgeted amount will be used for demo, grading, base rock, drainage etc.

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

Respectfully,

Wayne Dunker

Wayne Dunker, CPRP
Director of Parks & Recreation



September 15, 2021

PAGE 1 OF 2

PLEASE ADDRESS YOUR CONTRACT DISCOUNT PURCHASE ORDER TO:

Landscape Structures
601 7th Street South
Delano, MN 55328

BILL TO:

Washington Parks Department
405 Jefferson St.
Washington, MO 63090
Attn: Accounts Payable

SHIP TO:

Washington Park Dept.
1220 S Lakeshore Dr
Washington, MO 63090

PROJECT NAME: PHOENIX PARK, WASHINGTON, MO
CALL 24 HOURS PRIOR TO DELIVERY: FERGIE'S BUILD & PLAY 573-760-5302

<u>QTY.</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
		2-5 Year Olds Play Equipment		
1	111345A	Bridge/Ramp Transition Bracket		
1	152443A	Grid Walk w/Barriers		
1	169318C	Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds DB		
1	145839A	Critter Canyon DB		
1	122914C	Loop Arch 64"Dk DB		
1	CP014763A	DTR PB 42" OC Rocker Seat		
1	CP004913A	DTR PB Maple Leaf Tree Roof		
1	CP000337A	DTR PB Recycled Wood-Grain Barrier w/Telescope		
1	184354A	Curved Transfer Module Left 2-5yrs 32"Dk DB		
1	178710A	Hexagon Tenderdeck		
1	121948A	Kick Plate 8"Rise		
2	111228A	Square Tenderdeck		
1	217909A	DigiFuse Barrier Panel Above Deck Camping-Sounds/Map - 000000004		
1	169319A	Recycled Wood-Grain Lumber Panel		
1	130565A	Table Panel DB		
1	127440A	Trail Tracker Reach Panel Ground Level		
2	120818A	Playstructure Seat		
4	111404F	108"Alum Post DB		
6	111403S	118"Steel Post For Roof DB		
4	111403A	182"Alum Post For Roof DB		
1	211190C	Tree House Roof w/o Stack and w/Kids Only sign		
1	123336A	Double Wave Slide 48"Dk DB		
1	145838A	Lava Run Slide DB		
1	222708A	WhooshWinder Slide 72"Dk DB1		
1	117088B	S Inclined Tunnel DB 48"Dk		
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years DB		
ALSO:				
1	173591A	OmniSpin Spinner Surface Mount		

3Ba

5-12 Year Olds Play Equipment

1	193171C	SwiggleKnots Bridge w/o Deck Connections DB Only
1	111812A	Headform Set
1	169320B	Log Stepper 48" Deck w/2 Recycled Wood-Grain Handholds 1 Handloop DB Only Right Handhold
1	207581A	The Ascent Rock
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
1	CP004765A	DTR PB 7-Post Netplex w/RPL Wood-Grain Accent Panels
2	111228A	Square Tenderdeck
1	169321A	Tree Stump Transfer Module 48"Dk (DB Only)
1	120314B	Wire Barrier w/Wheel Above Deck
1	271912A	Skyport Climber w/Alpine Slide 7-Post DB Only
1	272371A	Zenith Climber for 7 Post Netplex
1	111404D	124"Alum Post DB
3	111404C	132"Alum Post DB
2	111403A	182"Alum Post For Roof DB
2	111403K	182"Steel Post For Roof DB
1	211190C	Tree House Roof w/o Stack and w/Kids Only sign
1	130390A	Double Swoosh Slide 72"Dk DB1
1	169316A	SlideWinder2 w/Tree Branch Support 72"Dk DB
1	173596A	Log Balance Beam DB
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB

Surfacing System

43	100626A	30" Galvanized Stake
41	119214A	Tuff-Timber 4'

**St. Louis Composting
 Wood carpet**

220 Cubic Yds. Woodchips
 Mulch to cover 4,478sf at 12" deep after natural compaction

**ALL OF THE ABOVE FOR A TOTAL DELIVERED AND INSTALLED PRICE
 OF \$243,756 PROVIDED UNDER THE HGAC BUYING PROGRAM**

Due to the volatile cost of raw materials, supply chain, and labor shortages; prices and lead times can change without notice. Unfortunately, we cannot guarantee or hold prices quoted at this time.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

NOTE: Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

TERMS: We acknowledge we are purchasing the above equipment through the above-referenced Discount Contract Buying Program and acknowledge that **Landscape Structures** is the Vendor; and as such, Purchase Orders and Payments are to be made out to **Landscape Structures**.

Signature _____ **Title** _____

Signature Printed _____ **Date** _____

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM
LANDSCAPE STRUCTURES AND TO APPROVE THE
PURCHASE OF A PLAYGROUND AT PHOENIX PARK
BY THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with Landscape Structures in an amount totaling Two Hundred Forty Three Thousand Seven Hundred Fifty Six Dollars and No Cents (\$243,756.00) for the purchase of a Playground at Phoenix Park. A copy of said Sales Contract is attached hereto and marked as "Exhibit A".

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

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

Passed: _____

ATTEST: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

**“Exhibit A”
SALES CONTRACT**

This Sales Contract, made and entered into this _____ day of _____, 2021, by and between Landscape Structures herein referred to as “Seller”, and the City of Washington, MO., a municipal corporation hereinafter referred to as “City”.

WITNESSETH: Whereas, Seller was the best low bid received for furnishing a: Playground and equipped as stated in the bid document.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with a Playground in the manner set forth in the contract documents, for payment in the total sum of Two Hundred Forty Three Thousand Seven Hundred Fifty Six Dollars and No Cents (\$243,756.00) for the purchase of a Playground at Phoenix Park.

The contract documents shall consist of the following:

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

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

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

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

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

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk