

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
MONDAY, OCTOBER 4, 2021 - 7:00 P.M.  
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<b><u>1. INTRODUCTORY ITEMS:</u></b>	<b><u>SUGGESTED COUNCIL ACTION</u></b>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the September 20, 2021 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda Including Consent Agenda</u>		
a. Collector’s Report Summary – June 2021		
b. Investment Report Summary – June 2021		
c. Change Order No. 1 – 2021 Fourth Street & Fair Street Overlay Project		
d. Final Payment Request – Heritage Park Sidewalk Project		
e. Final Payment Request – Public Works Facility Roof Project	Need Motion/Mayor	Memo
<b><u>2. PRIORITY ITEMS:</u></b>		
<b><u>Mayor’s Presentations, Appointments &amp; Re-Appointments</u></b>		
<b><u>3. PUBLIC HEARINGS:</u></b>		
a. Rezoning of 86 properties into the C-3 Downtown Commercial District	Accept Into Minutes	Memo
b. An ordinance rezoning the Certain Real Property to C-3, General Commercial Zoning District in the City of Washington, Franklin County, Missouri.	Read &Int/Read/Vote/Mayor	
<b><u>4. CITIZENS COMMENTS:</u></b>		
<b><u>5. UNFINISHED BUSINESS:</u></b>		
<b><u>6. REPORT OF DEPARTMENT HEADS:</u></b>		
<b><u>7. ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance authorizing and directing the execution of a Service Agreement MOU – Mobility Device Sharing Services by and between the City of Washington, Missouri and Neutron Holdings, Inc.	Read &Int/Read/Vote/Mayor	
b. 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.	Read &Int/Read/Vote/Mayor	Memo
c. 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.	Read &Int/Read/Vote/Mayor	Memo

- d. An ordinance amending the 2022 Budget for the period of October 1, 2021 through September 30, 2022, for the City of Washington, Missouri. Read &Int/Read/Vote/Mayor Memo
- e. An ordinance approving a boundary adjustment for Hausmann’s Subdivision, Plat 3 in the City of Washington, Franklin County, Missouri. Read &Int/Read/Vote/Mayor
- f. An ordinance establishing the salary for the City Administrator of the City of Washington, Missouri. Read &Int/Read/Vote/Mayor

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

- a. An ordinance approving the final plat of The Overlook at Weber Farms, Plat 6, in the City of Washington, Franklin County, Missouri. Read &Int/Read/Vote/Mayor

**9. MAYOR’S REPORT:**

**10. CITY ADMINISTRATOR’S REPORT:**

**11. COUNCIL COMMENTS:**

**12. CITY ATTORNEY’S REPORT:**

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

**13. INFORMATION:**

- 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. Washington City-Wide Bulk Pick-Up – October 25-October 29, 2021
- g. 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 BY SHERRI KLEKAMP, CITY CLERK, SEPTEMBER 30, 2021  
 A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov)

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
MONDAY, SEPTEMBER 20, 2021**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, September 20, 2021, at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call with Osage District of the Scouts from Washington leading the Pledge of Allegiance.

<b>Mayor:</b>	Sandy Lucy	Present
<b>Council Members: Ward I</b>	Steve Sullentrup	Present
	Duane Reed	Present
<b>Ward II</b>	Mark Wessels	Present
	Mark Hidritch	Present
<b>Ward III</b>	Jeff Patke	Absent
	Greg Skornia	Present
<b>Ward IV</b>	Gretchen Pettet	Present
	Joe Holtmeier	Present

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Ed Menefee
	Public Works Director	John Nilges
	Finance Director	Mary Sprung
	Parks Director	Wayne Dunker
	Economic Development Director	Sal Maniaci

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.

Law Enforcement Appreciation Event presented by Osage District of Scouts from Washington.

**Approval of Minutes:**

- \* Approval of the Minutes from the September 7, 2021 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:**

- \* Change Order No. 8 for Agnes Nolting Aquatic Complex
- \* Blotter Item 7c – Partial Release of Deed of Trust Ordinance with the Washington Redevelopment Corporation

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 2021-2022 Budget of the City of Washington, Missouri

*NOTICE OF PUBLIC HEARING – BUDGET*

*The City Council of the City of Washington, Missouri, will formally consider for adoption the proposed budget for the fiscal period October 1, 2021 to September 30, 2022. 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 20, 2021, or as soon thereafter as the public may be heard.*

*The proposed budget includes:*

**REVENUES:**

<i>Estimated Revenues</i>	<i>\$31,172,515</i>
<i>Other Financing Sources</i>	<i>5,431,920</i>
<i>Projected Reserves-All Funds</i>	<i>30,560,835</i>
<b><i>TOTAL</i></b>	<b><i><u>\$67,165,270</u></i></b>

**EXPENDITURES/EXPENSES:**

<i>General Fund</i>	<i>\$14,286,325</i>
<i>Library Fund</i>	<i>858,830</i>
<i>Volunteer Fire Fund</i>	<i>1,012,580</i>
<i>Vehicle &amp; Equipment Replacement Fund</i>	<i>1,352,900</i>
<i>Storm Water Improvement Fund</i>	<i>1,255,320</i>
<i>Capital Improvement Sales Tax Fund</i>	<i>4,490,750</i>
<i>Transportation Sales Tax Fund</i>	<i>2,021,000</i>
<i>Water Fund</i>	<i>3,834,650</i>
<i>Sewage Treatment Fund</i>	<i>5,261,535</i>
<i>Solid Waste Fund</i>	<i>2,963,660</i>
<i>Debt Service Funds</i>	<i>2,665,200</i>
<i>Other Financing Uses</i>	<i>5,431,920</i>
<b><i>TOTAL</i></b>	<b><i><u>\$45,434,670</u></i></b>
<i>Total Projected Fund Balances, 9/30/2022</i>	<i><u>\$21,730,600</u></i>

*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*

*Sherri Klekamp*

*City Clerk*

*Publish in the Washington Missourian on September 15, 2021 and the Weekend Washington Missourian on September 18, 2021.*

**Lamb:** So, as we have been discussing this summer going over items that we're going to incorporate within the budget; Mary's got the summary for you in front of you for tonight prepared that. Drastically nothing has changed, other than we do have the proceeds to go ahead and purchase the industrial park that we are still in negotiations with. That is included within the budget for us to go ahead and purchase that. We will find out, that closing wouldn't be until the end of October. Other than that, everything else that we've given you, the budget highlights that I've given to you in the memo for the last two meetings remains the same.

**Mayor:** Okay, Mary.

**Sprung:** Okay. Included in your packet is the proposed budget for fiscal year October 1, 2021 to September 30, 2022. This proposed budget includes Estimated Revenues, Other Financing Sources and Projected Reserves for a total of \$67,165,270.

In addition, we have Expenditures and Expenses for various funds and other financing uses for a total of \$45,434,670, which leads us to Total Projected Fund Balances as of 9/30/2022 of \$21,730,600, which is very good fund balance. There's an ordinance that will follow this unless you have any other questions. Nothing has changed other than what Darren mentioned.

**Mayor:** Are there any questions or comments?

**Hidritch:** Mary, do you know what our balance was last year at this time?

**Sprung:** Which balance, the proposed balance?

**Hidritch:** The Projected Fund Balance.

**Sprung:** I have that here; I brought my details just a second. It was right at 20 million.

**Hidritch:** Okay, thank you.

**Mayor:** Any questions or comments?

**Wessels:** Mary, I know it's not, I don't think it has any relevance actually to the budget itself, but from the expense report you gave us, have we already started our new banking arrangement that was agreed to recently?

**Sprung:** Yes.

**Wessels:** The two banks in town that is already started?

**Sprung:** Yes, that contract started as of August 1<sup>st</sup>.

**Wessels:** Okay, all right, thank you.

**Mayor:** Okay, anyone else?

**Sullentrup:** I make a motion that we accept it into the minutes.

**Mayor:** Okay, but it's a Public Hearing so we need to so, thank you Mary. Is there anyone in the audience who would like to address the Council on this item?

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

**Bill No. 21-12444, Ordinance No. 21-13396, an ordinance approving the Budget of the City of Washington, Franklin County, Missouri, for Fiscal Year 2021-2022.**

The ordinance was introduced by Councilmember Holtmeier.

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

\* Special Use Permit – 821 East First Street

*September 14, 2021*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*RE: File No. 21-0901-Special Use Permit-821 E. First Street-Vacation Rental*

*Mayor & City Council,*

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

*Sincerely,*

*Samantha Cerutti Wacker*

*Co-Chairman*

*Planning & Zoning Commission*

**Mayor:** Okay, Sal.

**Maniaci:** Good Evening Council. On your agenda tonight is another request for a Special Use Permit at 821 East First Street for short-term lodging or informally known as an Airbnb is what most of the time the website they used to rent these. This allows them to do lodging anything less than 30 days.

This property is located, R-1B Single-Family Residential Zoned District. It is directly adjacent to C-1 Light Commercial, just one property off of Highway 47. They're requesting to have two units there that can be rented out. It does have access to the rear through Missouri Avenue as well as to the front on First Street so they have parking on both sides as well as a garage access from the rear.

This went to Planning and Zoning last week. They voted unanimously to approve this and then the applicant did speak and mentioned, we didn't get any phone calls from neighbors, we didn't have any comments from neighbors and spoke that the people that they did have conversations with are in favor of the investment to the property.

**Mayor:** Any comments or questions?

**Sullentrup:** Hey Sal...

**Maniaci:** Yes.

**Sullentrup:** Suppose this person gets this Special Use Permit and decides a few months down the road that they want to get back into the rental business and want to rent the house out monthly, do we have to get rid of the Special Use Permit?

**Maniaci:** Nope, so once it becomes active it stays active on the property. If they wanted to go back to long-term rental, it's just a change of occupancy from short-term to regular residential.

Right now, whenever you are, anyone who owns a short-term lodging, any Airbnb, they sign up for a business license and then an annual inspection to be done every June to make sure that it still meets the residential occupancy requirements. On the other hand, when you have a long-term tenant, you only have inspections whenever the tenant turns over.

**Sullentrup:** Thanks.

**Lamb:** If you have a discontinuance of the short-term lodging for more than a year...

**Maniaci:** No, that's if they haven't started within a year.

**Lamb:** If they haven't started within a year.

**Maniaci:** Yeah.

**Lamb:** But what if they do, if they go back, I'm going to follow-up on Steve's question, if it does become a long-term meaning greater than 30 days and they do that for more than a year, does the Special Use Permit go away?

**Maniaci:** I don't believe it expires which you start using it, correct Mark?

**Piontek:** Correct.

**Maniaci:** Yeah.

**Lamb:** Okay.

**Maniaci:** It only expires if they wait on a, if they sit on it for a year without beginning the use...

**Lamb:** Then...*inaudible*

**Maniaci:** Then it expires, but once you start it, it follows the property from owner to owner.

**Wessels:** Sal, when they do this do they have to submit some sort of plan? They're talking in their application, it sounds like they want to do some work on the place. I mean other than get it through the inspection process; do they have to submit anything else to you in way of what they're planning on doing?

**Maniaci:** Not in conjunction with this application. They have to go through the normal building permit process to make sure that everything is built up to code, get the inspection done. They don't have to submit any of those plans to get this approved because they could have applied for those enhancements at any time whether they're using it for short or long-term.

**Sullentrup:** Other than, report their earnings every month.

**Maniaci:** Quarterly, yes. They have to sign up for the Bed Tax and they have to submit their Tourism Tax quarterly. That's part of the business license. We have someone in our Finance Office that reaches out to anyone with an active lodging license and makes sure they're reporting quarterly.

**Mayor:** Any other questions?

**Maniaci:** Okay, thank you.

**Mayor:** Is there anyone here who would like to address this item? Anyone from the neighborhood? Okay.

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

**Bill No. 21-12445, Ordinance No. 21-13397, an ordinance granting a Special Use Permit to utilize 821 East First Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

### CITIZENS COMMENTS

- \* Mike Johns, 610 Roberts Street, addressed Council concerning Lime Scooters.

### UNFINISHED BUSINESS

- \* None

### REPORT OF DEPARTMENT HEADS

- \* Ronsick Turf Infield Project

*September 20, 2021*

*Honorable Mayor and City Council*

*Washington, MO*

*Re: Ronsick Turf Infield Project*

*Dear Mayor and Council,*

*As you may recall the Parks and Recreation Commission recently made a recommendation to move up the Ronsick Turf Infield Project. The budgeted amount of \$350,000 was included in the Half Cent Sales Tax budget. The project will include removing Ronsick's grass infield and replacing it with a synthetic turf system specifically engineered for baseball. The turf system will reduce infield maintenance and allow more games to be played during wet weather. The goal is to complete the project by May 2022, if possible.*

*I anticipate having a contract for your approval at the October 4 City Council meeting. The turf infield will be purchased via a purchasing cooperative allowing the City to save both time and money. Since May 2020 this project has increased \$23,000+ due to the fluctuating market. I would like to lock in the price now to avoid any future price increases.*

*Sincerely,*

*Wayne Dunker, CPRP*

*Director of Parks and Recreation*

After discussion on the turf infield and Phoenix Park Playground, a motion to accept this item into the minutes made by Councilmember Pettet, seconded by Councilmember Holtmeier, passed without dissent.

### ORDINANCES/RESOLUTIONS

**Bill No. 21-12446, Ordinance No. 21-13398, an ordinance accepting the Proposal for Standard Architectural/Engineering Services with Horn Architects Washington, Missouri.**

The ordinance was introduced by Councilmember Skornia.

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



**Bill No. 21-12447, Ordinance No. 21-13399, an ordinance approving a Boundary Adjustment for the Original Town of Bassora, Block 38, Plat 1 in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 21-12448, Ordinance No. 21-13400, an ordinance authorizing and directing the execution of a Partial Release of Deed of Trust by and between the City of Washington, Missouri and the Washington Missouri Redevelopment Corporation.**

The ordinance was introduced by Councilmember Holtmeier.

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

**COMMISSION, COMMITTEE AND BOARD REPORTS**

\* Preliminary Plat Approval – Terrace in Washington Plat 3

*September 14, 2021*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*Re: File No. 21-0902-Preliminary Plat 3-Terrace in Washington*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on May 13, 2021 the above mentioned Preliminary Plat was approved with a unanimous 9-0 vote in favor.*

*Sincerely,*

*Samantha Cerutti Wacker*

*Co-Chairman*

*Planning & Zoning Commission*

After discussion with staff, Harlan Jett, 2002 Briarwood Court and Steve Hoffmann, 2045 Spring Valley Drive addressed Council concerning infrastructure. With no further discussion, a motion to accept and approve this item made by Councilmember Holtmeier, seconded by Councilmember Pettet, passed without dissent.

\* Preliminary Plat Approval – Lot A-2 of the Walmart Boundary Adjustment Plat 2

*September 14, 2021*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*Re: File No. 21-0903-Preliminary Plat-Walmart Boundary Adjustment Plat 2*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on May 13, 2021 the above mentioned Preliminary Plat was approved with a unanimous 9-0 in favor.*

*Sincerely,  
Samantha Cerutti Wacker  
Co-Chairman  
Planning & Zoning Commission*

After discussion, a motion to accept and approve this item made by Councilmember Sullentrup, seconded by Councilmember Hidritch, passed without dissent.

**Bill No. 21-12449, Ordinance No. 21-13401, an ordinance approving the final plat of Lot A-2 of the Walmart Boundary Adjustment Plat 2 in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Reed.

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

#### **MAYOR'S REPORT**

- \* Great fall weather on the horizon, this weekend is the Fall Festival of the Arts and Crafts.
- \* Missouri Municipal League information has been distributed for those who are attending.
- \* Washington City-Wide Bulk Pick up is October 25–October 29, 2021.

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

- \* Water rates will be increasing by 6.6%. This will be reflected in the November billing for October usage.

#### **COUNCIL COMMENTS**

- \* Councilmember Hidritch briefly discussed keeping the Lime Scooters in the proposed new Downtown District.

#### **CITY ATTORNEY'S REPORT**

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:18 p.m. on the following roll call vote; Wessels-aye, Skornia-aye, Reed-aye, Hidritch-aye, Pettet-aye, Holtmeier-aye, Sullentrup-aye, Patke-absent.

The regular session reconvened at 9:13 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 9:13 p.m. by Councilmember Pettet, seconded by Councilmember Holtmeier passed without dissent.

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

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

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

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

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

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

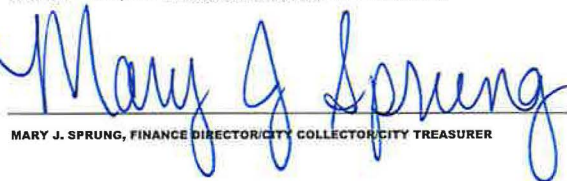
CITY OF WASHINGTON  
CITY COLLECTOR'S REPORT SUMMARY  
JUNE 2021

	City Collector's Report				Adjusted Cash Position						
	CASH BALANCE AS OF 06/01/2021	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 06/30/2021	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 06/30/2021	LESS DEBT SERVICE RESERVE 2020-2021	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
<b>CASH FUNDS:</b>											
GENERAL FUND	1,574,954.35	1,324,002.00	(950,921.24)	1,948,035.11	(58,663.36)	(7,869.53)	1,881,502.22	2,029,981.24	0.00	(1,612,887.30)	2,298,596.16
LIBRARY FUND	342,752.08	12,490.29	(65,500.88)	289,741.49	(159,405.46)	(53,876.34)	76,459.69	0.00	0.00	0.00	76,459.69
VOLUNTEER FIRE FUND	2,094,703.85	19,587.10	(73,742.30)	2,040,548.65		(24,343.28)	2,016,205.37	0.00	0.00	0.00	2,016,205.37
VEHICLE & EQUIPMENT REPLACEMENT FUND	694,417.49	49,497.34	(14,827.60)	729,087.23		0.00	729,087.23	0.00	0.00	0.00	729,087.23
STORM WATER IMPROVEMENTS FUND	3,083,116.84	76,000.30	(507,021.36)	2,652,095.78		0.00	2,652,095.78	1,722,000.00	0.00	0.00	4,374,095.78
CAPITAL IMPROVEMENT SALES TAX FUND	1,598,551.09	258,799.71	(311,822.70)	1,545,528.10		0.00	1,545,528.10	0.00	0.00	0.00	1,545,528.10
TRANSPORTATION SALES TAX FUND	1,782,547.81	321,776.15	(27,843.20)	2,076,480.76		0.00	2,076,480.76	0.00	0.00	0.00	2,076,480.76
DEBT SERVICE - C.O.P. FUND	1,060,302.58	912.08	0.00	1,061,214.66	(1,853,338.39)	0.00	(792,123.73)	0.00	(1,773,200.00)	0.00	(2,565,323.73)
DOWNTOWN TIF RPA-1 FUND	940,077.48	10,561.92	0.00	950,639.40		0.00	950,639.40	0.00	0.00	0.00	950,639.40
FRONT & MAIN TIF RPA-3	81,008.54	74.80	0.00	81,083.34		0.00	81,083.34				81,083.34
RHINE RIVER TIF RPA-2 FUND	7,203.93	1.63	0.00	7,205.56		0.00	7,205.56	0.00	0.00	0.00	7,205.56
WATER FUND	1,196,920.58	197,217.64	(138,007.87)	1,258,130.35	(399,819.20)	0.00	858,311.15	0.00	(354,400.00)	(407,324.25)	96,586.90
SEWAGE TREATMENT FUND	617,746.45	240,382.05	(286,375.16)	571,753.34	(345,328.90)	0.00	226,424.44	0.00	(1,470,300.00)	(598,308.75)	(1,842,184.31)
SOLID WASTE FUND	4,195,969.00	236,460.82	(208,779.91)	4,223,649.91	(6,373,854.59)	0.00	(2,150,204.68)	0.00	0.00	(694,301.75)	(2,844,506.43)
PHOENIX CENTER II CID FUND	2,934.55	56,767.43	(56,199.74)	3,502.24		0.00	3,502.24	0.00	0.00	0.00	3,502.24
<b>TOTALS</b>	<b>\$ 19,275,206.62</b>	<b>\$ 2,804,531.26</b>	<b>\$ (2,641,041.96)</b>	<b>\$ 19,438,695.92</b>	<b>\$ (9,190,409.90)</b>	<b>\$ (86,089.15)</b>	<b>\$10,162,196.87</b>	<b>\$3,751,981.24</b>	<b>\$(3,597,900.00)</b>	<b>\$(3,312,822.05)</b>	<b>\$ 7,003,456.06</b>

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 3,669.73

  
DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

9/23/21  
DATE

  
MARY J. SPRUNG, FINANCE DIRECTOR/CITY COLLECTOR/CITY TREASURER

9/23/2021  
DATE

①

15% = Fund Balance Reserved For General Operating Fund

Resolution No. 11-10880

25% = Fund Balance Reserved For Enterprise Fund

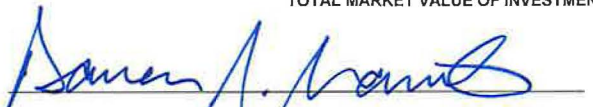
(Water, Sewer and Solid Waste)

**CITY INVESTMENT REPORT SUMMARY  
JUNE 2021**

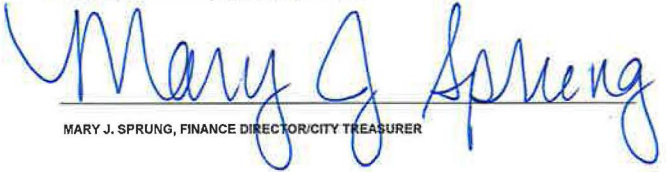
City Investment Report									
	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN/(LOSS)	REVENUE	EXPENSE	SOLD/REINVESTED 10/01/20 - 09/30/21	ENDING ADJUSTED COST
<b>FIXED INCOME SECURITIES:</b>									
<b>GOVERNMENT BONDS:</b>									
FEDERAL HOME LOAN BANK BONDS	06/08/2021	2.125%	09/14/2029		(3,675.42)		-	\$ 246,798.82	\$ 243,123.40
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/08/2023	\$ 503,721.60	(1,852.80)	5,400.00	-		\$ 501,868.80
<b>CERTIFICATES OF DEPOSITS:</b>									
CAPITAL ONE BANK USA NA CD	02/08/2017	2.300%	02/23/2022	\$ 244,020.96	(516.96)	-	-		\$ 243,504.00
KS STATE BANK CD	02/09/2018	2.450%	02/09/2023	\$ 54,070.16	(169.46)	108.20	-		\$ 53,900.70
ENERBANK USA CD	09/27/2019	1.950%	03/27/2023	\$ 117,842.94	(356.92)	188.80	-		\$ 117,486.02
STATE BANK OF INDIA CD	02/25/2019	3.050%	02/28/2024	\$ 258,745.92	(1,129.92)	-	-		\$ 257,616.00
<b>FOREIGN BONDS:</b>									
AID - UKRAINE	02/08/2017	1.471%	09/29/2021	\$ 1,003,580.00	(1,309.60)	-	-		\$ 1,002,270.40
<b>FIXED INCOME SECURITIES TOTALS:</b>				\$ 2,181,981.58	\$ (9,011.08)	\$ 5,697.00	\$ -		\$ 2,419,769.32
<b>MONEY MARKET/CASH/SWEEP FUNDS:</b>									
US TREASURY NOTES		2.000%		\$ 250,220.70		-	-	(241,101.82)	\$ 9,118.88
FUNDS REDEEMD TO BANK ACCOUNT									
TOTALS:				\$ 2,432,202.28					\$ 2,428,888.20
<b>AMERICAN DEPOSIT MANAGEMENT:</b>									
FIRST INTERNET BANK INDIANA CD	01/15/2021	0.150%		\$ 98,065.31	0.00	27.73		(245,000.00)	\$ 343,093.04
FIVE POINTS BANK CD	02/01/2021	1.000%	08/02/2022	\$ 245,000.00					\$ 245,000.00
MIDLAND STATES BANK CD	02/01/2021	0.750%	02/02/2025	\$ 245,000.00					\$ 245,000.00
VISION BANK CD	08/30/2021	0.750%	06/23/2023	\$ -					\$ 245,000.00
TOTALS:				\$ 833,065.31					\$ 1,323,093.04
<b>GRAND TOTALS:</b>				\$ 3,265,267.59	\$ (8,983.35)	\$ 5,697.00	\$ -		\$ 3,751,981.24

ALLOCATIONS OF FUNDS:		
PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	529,981.24	
YEAR END MARKET VALUE ADJUSTMENT-SEPT		
TOTAL GENERAL FUND:		\$ 2,029,981.24
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,722,000.00	
TOTAL STORMWATER FUND:		\$ 1,722,000.00
TOTAL MARKET VALUE OF INVESTMENTS:		\$ 3,751,981.24

NOTE: Market Value Adjustment done with annual audit adjustments in September.

  
DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

9/23/21  
DATE

  
MARY J. SPRUNG, FINANCE DIRECTOR/CITY TREASURER

9/23/21  
DATE



## CHANGE ORDER #1

NAME OF PROJECT: **2021 Fourth Street Overlay**

OWNER: City of Washington, Missouri

CONTRACTOR: Gershenson Construction Co., Inc.

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS. THIS IS A NO COST CHANGE ORDER AND ONLY MAKES CHANGES TO THE BID SPECIFICATIONS AND CONTRACT DOCUMENTS:

### **Item 1:**

#### XV. TIME FOR COMPLETION & LIQUIDATED DAMAGES:

The date of beginning and the time for completion of the work are essential conditions of the contract documents, and the work embraced shall be commenced on a date specified in the notice to proceed.

The contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the contractor and the City of Washington, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the contractor shall fail to complete the work by the completion date, or extension of time granted by the City of Washington, then the contractor will pay to the City of Washington the amount of One Thousand Five Hundred Dollars (\$1,500.00) for each working day or calendar day, whichever is specified in the contract, that the contractor shall be in default after the time stipulated in the contract documents.

The contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following; and the contractor has promptly given notice of such delay to the Engineer.

To any preference, priority or allocation order duly issued by the City of Washington.

To any unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City

of Washington, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and, to any delays of subcontractors occasioned by any of the causes specified in paragraphs listed in Section XV.

**Item 2:**

To begin construction expeditiously after the Notice to Proceed has been issued and be complete on or before:

1. November 25, 2021, for all work included on the portion of the project identified by the plans as Fair Street (Plan sheet 5-7) and Shoe Factory (Plan sheet 8-9).
2. April 15, 2022, for all remaining work as part of the project.
3. All work done after November 25, 2021 shall not have open excavations, removed concrete panels or curb and gutter, or removed asphalt for longer than 7 calendar days after removal.

or be subject to liquidated damages as described in the General Conditions Section, XV. Time for Completion & Liquidated Damages."

**Item 3:**

**XXIV. TIME OF COMPLETION:**

The contract provides that construction work must begin expeditiously after the Notice to Proceed date has been issued and be complete on or before:

1. November 25, 2021, for all work included on the portion of the project identified by the plans as Fair Street (Plan sheet 5-7) and Shoe Factory (Plan sheet 8-9).
2. April 15, 2022, for all remaining work as part of the project.
3. All work done after November 25, 2021 shall not have open excavations, removed concrete panels or curb and gutter, or removed asphalt for longer than 7 calendar days after removal.

Refer to Specification Section 00600 – GENERAL CONDITION, Section XV. TIME FOR COMPLETION & LIQUIDATED DAMAGES.

**Accepted:**

**Approval:**

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

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

GERSHENSON CONSTRUCTION CO., INC.

CITY OF WASHINGTON, MISSOURI:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



September 28, 2021

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

**RE: 2021 Fourth Street & Fair Street Overlay Project – CHANGE ORDER NO. 1**

Dear Mayor and City Council Members:

In reference the subject project, the following dates apply:

1. Notice to Proceed Issued – August 17, 2021
2. Completion date – November 5, 2021
3. Actual start date – September 28, 2021

The lowest responsible bidder is Gershenson Construction Company, Inc, for \$635,104.36. They are located in Pacific, MO.

As you can see from the above dates, the contractor started well over a month after the issuance of the notice to proceed. This resulted in losing valuable construction time. As such, the project will not be completed in this construction season.

This leaves us with not many great choices to get the project completed this year. My main concern is not being able to complete demo before winter and downtown areas having open excavations for large amounts of time.

In order to get a large portion of the project completed and reduce risk for the City, we are proposing the change order to:

1. Split the schedule into two completion dates. This will allow the contractor to get Fair Street and the Shoe Factory portion done this year (November 25<sup>th</sup>). The remaining work shall be completed by April 15, 2022.
2. Require all excavations after November 19<sup>th</sup> to be filled and poured within 7 days of excavation.
3. Increase the potential for Liquidated Damages from \$950/day to \$1,500/day.



While not a great situation, we feel this provides a solution that:

1. Limits risk to the public
2. Increases Liquidated Damage amounts to ensure the new schedule is adhered to
3. Keeps the original bid to ensure there are no cost increases

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John Nilges, P.E.", written in a cursive style.

John Nilges, P.E.  
Public Works Director



## FINAL PAYMENT

**TO:** City Council  
**NAME OF PROJECT:** Heritage Park Sidewalk Project  
**OWNER:** CITY OF WASHINGTON  
**CONTRACTOR:** KJU Inc.

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

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Original Contract Price.....	\$13,000.00
Change Orders.....	\$0.00
Contingency.....	\$0.00
New Contract Amount.....	\$0.00
Previous Payments.....	\$0.00
Final Payment.....	\$13,000.00

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**Accepted:**  
**Date:** \_\_\_\_\_

**Approval:**  
**Date:** \_\_\_\_\_

City of Washington

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



**K.J.U. Inc**

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

**Invoice**

<b>Invoice Number</b>	3256
<b>Invoice Date</b>	9/24/2021

**Bill To:** City Of Washington  
 405 Jefferson St

**Re:** Heritage Park

Washington, MO 63090

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
21219			AIA	10/24/2021
Description				Price
Heritage Park - 3014 W Front St				
Per our proposal - Sidewalk				13,000.00

Subtotal \$ 13,000.00  
 Sales Tax (if applicable) \$ 0.00

**Total Due \$ 13,000.00**

**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 CHAPTER 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*



October 4, 2021

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

RE: Final Payment Request – Heritage Park Sidewalk Project

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the Heritage Park Sidewalk Project. The project was completed per the specifications and bid documents. As such, I am asking that you consider granting KJU Inc.'s request for final payment in the amount of \$13,000.00.

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

*Id*



## FINAL PAY REQUEST

NAME OF PROJECT: **Public Works Facility Roof Project**

OWNER: **City of Washington, Missouri**

CONTRACTOR: **Gateway Environmental Roofing Solutions**

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price with AWS Manufacture System Warranty	\$ 65,130.00
Previous Payments	\$ 32,565.00
Balance Remaining	\$ 32,565.00
<b>Final Pay Request</b>	<b>\$ 32,565.00</b>
Balance to Close Out P.O.	\$ 0.00

**Accepted:**

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

Gateway Environmental Roofing Solutions

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Approval:**

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

CITY OF WASHIGTON, MISSOURI

By: \_\_\_\_\_

Title: \_\_\_\_\_



# INVOICE

**GATEWAY ENVIRONMENTAL ROOFING SOLUTIONS**  
303 Graywynd Ct ,  
Lake St. Louis, MO 63367  
Phone 314.398.9672

Invoice Number:  
001-1010

Date: 9-10-2021

Bill To: City of Washington ,  
MO Public Works Building  
4 Chamber Dr, Washington ,  
MO 63090

DESCRIPTION	QTY	AMOUNT	TOTAL
Remaining balance for roof coating job at 4			
Chamber Dr , Washington , MO 63090			

<b>TOTAL</b>	<b>\$32,565.00</b>
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September 29, 2021

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

RE: Final Payment Request – Gateway Environmental Roofing Solutions

Honorable Mayor and City Council:

The Street Department is asking for final payment for the Public Works Facility Roof Coating Project. The project was completed per the specifications and bid documents. As such, I am asking that you consider granting Gateway Environmental Roofing Solutions request for final payment in the amount of \$32,565.00.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Tony Bonastia".

Tony Bonastia  
Street Superintendent



September 14, 2021

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Rezoning of 86 properties into the C-3 Downtown Commercial District

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on May 13, 2021 the above mentioned rezoning was approved with an unanimous 9-0 vote in favor.

Sincerely,

Samantha Cerutti Wacker  
Co-Chairman  
Planning & Zoning Commission



**MARK S. VINCENT**  
ATTORNEY

TELEPHONE  
OFFICE (636) 583-5760  
CELL (314) 623-3542

4 SOUTH CHURCH  
UNION, MISSOURI 63084

EMAIL  
MARKSVINCENT13@GMAIL.COM

September 27, 2021

Mr. Sal Maniaci  
450 Jefferson Street  
Washington, MO 63090

Re: C-3 Downtown District

Dear Mr. Maniaci:

Please be advised that I represent Mr. Anthony Bequette and the various entities which he owns. Two of the entities that he owns own real property situated within the proposed "C-3 Downtown District", namely the Tibbe Building and the property where Front Street Cellars is located.

At present, the Tibbe Building is zoned M-1 and the Front Street Cellars building is zoned C-1. My client is totally opposed to the rezoning of either of his properties because of the limitations on uses which would result. My client has been working on plans to utilize these properties in ways which would currently be permissible but would not under C-3. It is our position that rezoning the properties would jeopardize my client's vested rights and would result in a taking by inverse condemnation.

My client will be in attendance at the Council Meeting on October 4, 2021 and I would also request that this letter in opposition be made part of the record. My client and I are more than willing to meet with you and other representatives of the City to explore other possible resolutions and options if the City is interested.

Very truly yours,



Mark S. Vincent

PC: Anthony Bequette  
Mayor Sandy Lucy  
Mark Piontek, City Attorney

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

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

AN ORDINANCE REZONING THE CERTAIN REAL PROPERTY TO C-3,  
GENERAL COMMERCIAL ZONING DISTRICT IN THE CITY OF  
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application has been filed by the City of Washington to rezone the certain real property located generally in the downtown area of the City of Washington, Missouri; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, October 4, 2021 notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, approval of the rezoning will promote the public safety, health, convenience, comfort, morals, prosperity and general welfare of the City and its residents.

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

SECTION 1: The properties described below are hereby rezoned to the C-3 General Commercial District:

FRANCISCAN FATHERS	115 CEDAR ST WASHINGTON 63090	10-5-15.0-3-001-001.000
FRANCISCAN FATHERS	W SECOND ST WASHINGTON 63090	10-5-15.0-3-000-002.000
FRANCISCAN FATHERS	W SECOND ST WASHINGTON 63090	10-5-15.0-3-000-003.000
MAIN & OLIVE LLC	438 W MAIN ST WASHINGTON 63090	10-5-15.0-3-000-004.000
MISSOURI MEERSCHAUM CO	W FRONT ST WASHINGTON 63090	10-5-15.0-3-000-010.000
BLECKMAN MACHINE&SUPPLY CO	405 W MAIN ST WASHINGTON 63090	10-5-15.0-3-000-008.000

MISSOURI MEERSCHAUM CO	400 W FRONT ST WASHINGTON 63090	10-5-15.0-4-002-006.000
BOLAND RENTAL PROPERTIES LLC	122 MARKET ST WASHINGTON 63090	10-5-22.0-1-006-067.000
BOLAND RENTAL PROPERTIES LLC	104 E MAIN ST WASHINGTON 63090	10-5-22.0-1-006-066.000
BOLAND RENTAL PROPERTIES LLC	126 MARKET ST WASHINGTON 63090	10-5-22.0-1-006-093.000
BOLAND RENTAL PROPERTIES LLC	124 MARKET ST WASHINGTON 63090	10-5-22.0-1-006-094.000
ST PETERS UNITED CHURCH OF CHRIST	20 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-014-381.000
ST PETERS UNITED CHURCH OF CHRIST	520 JEFFERSON WASHINGTON 63090	10-5-22.0-1-014-439.000
ECKELKAMP INV CO	514/516 JEFFERSON ST WASHINGTON 63090	10-5-22.0-1-014-440.000
ECKELKAMP,L B JR&WILLIAM W TRS	2 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-014-380.000
WASHINGTON INV LLC	16 W FIFTH ST WASHINGTON 63090	10-5-22.0-1-000-379.000
WASHINGTON INV LLC	16 W FIFTH ST WASHINGTON 63090	10-5-22.0-1-010-378.000
VOLLMER,MICHEL E&JOSEPH M	521 JEFFERSON WASHINGTON 63090	10-5-22.0-1-000-442.000
FRANKLIN COUNTY VACUUM LLC	513 JEFFERSON ST WASHINGTON 63090	10-5-22.0-1-000-441.000
HODGE TRANSPORTATION COMPANY LLC	204 W FOURTH ST WASHINGTON 63090	10-5-22.0-1-000-329.000
SCHILLER,MARK W&CONNIE S	120 W FOURTH ST WASHINGTON 63090	10-5-22.0-1-009-331.000
MAUNE,LAWRENCE J&CARLA J	418 OAK ST WASHINGTON 63090	10-5-22.0-1-009-374.000

JOHNSON,RODNEY R&ANNE E TRS	407 LAFAYETTE ST WASHINGTON 63090	10-5-22.0-1-009- 334.000
SALT FORK PROPERTIES LLC	401 LAFAYETTE ST WASHINGTON 63090	10-5-22.0-1-009- 333.000
CITY OF WASHINGTON	405 JEFFERSON ST WASHINGTON 63090	10-5-22.0-1-009- 335.000
WIEDEMANN,EUGENE O&	7 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-009- 370.000
UNNERSTALL,M THOMAS&KATHRYN TR 1/2I	1 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-009- 371.000
DICKINSON,WILLIAM H JR	402 JEFFERSON ST WASHINGTON 63090	10-5-22.0-1-009- 336.000
BILDEN PROPERTIES LLC	8 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009- 337.000
BIMSLAGER,GREGORY E&ROSALINDA A	10 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009- 338.000
WESTHOFF HOMES LLC	24 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009- 340.000
R&M MEYER FAMILY LP	16/20 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-040- 339.000
WIEDEMANN,EUGENE O&	19 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-009- 369.000
ST PETERS UNITED CHURCH OF CHRIST	29 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-009- 368.000
KRAWITZ,JOSEPH M TR	105 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-009- 366.000
CRIDER CTR FOR MENTAL HEALTH	416 MARKET ST WASHINGTON 63090	10-5-22.0-1-009- 341.000
WASHINGTON HISTORICAL SOC INC	E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009- 212.000
DARLING,CHARLES F&LISA	300 MARKET ST WASHINGTON 63090	10-5-22.0-1-009- 213.000

WASHINGTON HISTORICAL SOC INC	113 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-033-310.100
WASHINGTON HISTORICAL SOC INC	E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009-310.000
STRAUSER, TYRONE & DIANE	16 E THIRD ST WASHINGTON 63090	10-5-22.0-1-006-209.000
DICKERSON, JORDAN & LAUREN	24 E THIRD ST WASHINGTON 63090	10-5-22.0-1-006-210.000
DJD ENTERPRISES LLC	111 FOURTH ST WASHINGTON 63090	10-5-22.0-1-009-323.000
FOUR J HOLDINGS LLC	317-321 LAFAYETTE ST WASHINGTON 63090	10-5-22.0-1-009-322.000
ECKELKAMP, LOUIS B INC	OAK ST WASHINGTON 63090	10-5-22.0-1-009-325.000
HOELSCHER, RANDAL & BRENDA	115 W FOURTH ST WASHINGTON 63090	10-5-22.0-1-009-324.000
WILLIE'S RENTALS LLC	205 W FOURTH ST WASHINGTON 63090	10-5-22.0-1-000-327.000
CLARK, SCOTT ALLEN & JENNIFER ELLEN	201 W FOURTH ST WASHINGTON 63090	10-5-22.0-1-000-326.000
RIVERSCAPE LLC	310 ELM ST WASHINGTON 63090	10-5-22.0-1-000-328.000
REMBUSCH, MARK B	208 MARKET ST WASHINGTON 63090	10-5-22.0-1-006-129.000
STREBER PROPERTIES LLC	102 E SECOND ST WASHINGTON 63090	10-5-22.0-1-006-130.000
LEWIS, ROBERT	105 E THIRD ST WASHINGTON 63090	10-5-22.0-1-006-176.000
BAY, GAILAND L JR &	212 MARKET ST WASHINGTON 63090	10-5-22.0-1-006-177.000
KJELLBERG, JOHN & MARSHA	25 E THIRD ST WASHINGTON 63090	10-5-22.0-1-006-179.000

FRANKLIN COUNTY CATHOLIC CHURCH	310/314 W MAIN ST WASHINGTON 63090	10-5-22.0-1-008-045.000
WESEMAN,MIRIAM C RLT	526 ELM ST WASHINGTON 63090	10-5-22.0-2-000-381.000
MCDONALD,BRYAN R	410 ELM ST WASHINGTON 63090	10-5-22.0-2-011-027.000
RIVERSCAPE LLC	ELM ST WASHINGTON 63090	10-5-22.0-2-011-017.000
LANGENDORFER,ROGER&RHONDA K	206 W FOURTH ST WASHINGTON 63090	10-5-22.0-2-011-018.000
PURCELL ELLIS TIRE CO	422 ELM ST WASHINGTON 63090	10-5-22.0-2-000-025.000
NUKCO LLC	416 ELM ST WASHINGTON 63090	10-5-22.0-2-000-026.000
STRAATMANN,JEFFREY L	417 OAK ST WASHINGTON 63090	10-5-22.0-2-000-020.000
VOSS,GREGORY F TR 1/2 I	415 OAK ST WASHINGTON 63090	10-5-22.0-2-000-019.000
PURCELL ELLIS TIRE SALE CORP	W FIFTH ST WASHINGTON 63090	10-5-22.0-2-000-022.000
SMITH,DANIEL J&BARBARA A	211 W FIFTH ST WASHINGTON 63090	10-5-22.0-2-000-021.000
PURCELL ELLIS TIRE CO	W FIFTH ST WASHINGTON 63090	10-5-22.0-2-049-024.100
PURCELL TIRE & RUBBER COMPANY	W FIFTH ST WASHINGTON 63090	10-5-22.0-2-049-024.000
FISCHER,ALFRED G FAMILY LP	433 ELM ST WASHINGTON 63090	10-5-22.0-2-000-036.000
PURCELL,ROBERT G TR	ELM ST WASHINGTON 63090	10-5-22.0-2-000-033.000
HARTMAN,JAMES T&JEANETTE C	419 ELM ST WASHINGTON 63090	10-5-22.0-2-000-032.000

GROSS,ROBERT&LISA	417 ELM ST WASHINGTON 63090	10-5-22.0-2-000-031.000
TOBBEN,DAVID B&LUCILLE J JOINT RL TRUST	415 ELM ST WASHINGTON 63090	10-5-22.0-2-000-030.000
PIONTEK,ROCH E&LISA K	405 ELM ST WASHINGTON 63090	10-5-22.0-2-000-029.000
JUDEKE ENTERPRISES LLC	401 ELM ST WASHINGTON 63090	10-5-22.0-2-000-028.000
FISCHER,ALFRED G FAMILY LP	ELM ST WASHINGTON 63090	10-5-22.0-2-000-035.000
FISCHER,ALFRED G FAMILY LP	ELM ST WASHINGTON 63090	10-5-22.0-2-000-034.000
WISHING MACHINE LLC	319 ELM ST WASHINGTON 63090	10-5-22.0-2-000-016.000
DOUBLE R MANAGEMENT LLC	315/317 ELM ST WASHINGTON 63090	10-5-22.0-2-000-014.000
FRANCISCAN FATHERS	215/225 CEDAR ST WASHINGTON 63090	10-5-22.0-2-001-009.000
KOHNE,MARGARET M	415 MARKET ST WASHINGTON 63090	10-5-22.0-1-009-367.000
BOLZENIUS,ANN M	11 E THIRD ST WASHINGTON 63090	10-5-22.0-1-006-180.000
ARCHDIOCESE OF ST LOUIS	314 W SECOND ST WASHINGTON 63090	10-5-22.0-2-000-010.000
JSA REALTY LLC	211 ELM ST WASHINGTON 63090	10-5-22.0-1-000-113.000
FISCHER,ALFRED G FAMILY LP	307 W FIFTH ST WASHINGTON 63090	10-5-22.0-2-000-037.000
BLECKMAN MACHINE&SUPPLY CO	415 W MAIN ST WASHINGTON 63090	10-5-15.0-3-000-007.000
TIBBE POWER COMPANY LLC	426 W FRONT ST WASHINGTON 63090	10-5-15.0-3-000-011.000

SCHWEGMANN HOUSE LLC	438 W FRONT ST WASHINGTON 63090	10-5-15.0-3-037-014.000
BEQUETTE PROPERTIES LLC	430 W FRONT ST WASHINGTON 63090	10-5-15.0-3-037-013.000
SCHWEGMANN HOUSE LLC	W FRONT ST WASHINGTON 63090	10-5-15.0-3-000-014.100
MAIN & OLIVE LLC	W MAIN ST WASHINGTON 63090	10-5-15.0-3-000-005.000
D & K QUALITY ENTERPRISES LLC	111 W FIFTH ST WASHINGTON 63090	10-5-22.0-1-068-373.000
SOUTHWESTERN BELL TEL CO	404 OAK ST WASHINGTON 63090	10-5-22.0-1-009-330.100
D & K QUALITY ENTERPRISES LLC	101-107 W FIFTH ST WASHINGTON 63090	10-5-22.0-1-068-372.000
IMMANUEL LUTHERAN CHURCH	W FIFTH ST WASHINGTON 63090	10-5-22.0-1-069-376.000
IMMANUEL EVANGELICAL LUTHERAN CHURCH	214 W FIFTH ST WASHINGTON 63090	10-5-22.0-2-085-374.000
ZUCKER,MELISSA BETH	309 MARKET ST WASHINGTON 63090	10-5-22.0-1-006-211.000
STRELKOFF,THEODOR&CYNTHIA A	11 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009-314.000
LANGENDOERFER,ROGER L&RHONDA K	15 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009-313.000
LANGENDOERFER,ROGER L&RHONDA K	25 E FOURTH ST WASHINGTON 63090	10-5-22.0-1-009-312.000
TL PROPERTY MGMT LLC	320 JEFFERSON ST WASHINGTON 63090	10-5-22.0-1-009-315.000
SMITH,LARRY E&JO ANN M TRS	314 JEFFERSON ST WASHINGTON 63090	10-5-22.0-1-071-317.000
EICHLING,CAROL A REVOCBLE TRUST	316 JEFFERSON ST WASHINGTON 63090	10-5-22.0-1-071-316.000



HHB PROPERTIES LLC	320 LAFAYETTE ST WASHINGTON 63090	10-5-22.0-1-078- 320.000
CITY OF WASHINGTON	316 LAFAYETTE ST WASHINGTON 63090	10-5-22.0-1-078- 318.000
CRIDER,DAN L&ROBERTA L	24 E SECOND ST WASHINGTON 63090	10-5-22.0-1-006- 127.000
CRIDER,DANNY L&ROBERTA L	207 MARKET ST WASHINGTON 63090	10-5-22.0-1-006- 128.000
SAINZ,CARLOS&	209 MARKET ST WASHINGTON 63090	10-5-22.0-1-006- 178.000
ST PETERS UNITED CHURCH OF CHRIST	MARKET ST WASHINGTON 63090	10-5-22.0-1-015- 382.000
COCHRAN,CARLA	102 E FIFTH ST WASHINGTON 63090	10-5-22.0-1-015- 382.100
SOUTHWESTERN BELL TEL CO	404 OAK ST WASHINGTON 63090	10-5-22.0-1-009- 330.000
HOELSCHER,RANDAL L&BRENDA M	112 W FOURTH ST WASHINGTON 63090	10-5-22.0-1-009- 332.000

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 City Council

Approved: \_\_\_\_\_

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

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

Proposed New Downtown District



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SERVICE AGREEMENT MOU – MOBILITY DEVICE SHARING SERVICES BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND NEUTRON HOLDINGS, INC.

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

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

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

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

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

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

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

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

Approved: \_\_\_\_\_

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

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

## Exhibit A

### Service Agreement MOU - Mobility Device Sharing Services

This Service Agreement and Memorandum of Understanding (“Agreement”) is made this \_\_\_\_ (day) of \_\_\_\_\_ (month) 2021, by and between the City of Washington, Missouri, a Missouri municipal corporation ("City") and Neutron Holdings, Inc. DBA Lime ("Lime").

#### RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Sharable micro-mobility devices and related services are a component to help the City achieve its transportation goals and the City desires to make mobility device share services available to residents and those who work in the City.
3. Lime is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate a mobility device share program within the City.
4. Lime’s Products and Services provide a benefit to the City, citizens, and the surrounding community and is consistent with the City’s goals and policies to provide safe, environmentally friendly, and affordable multi-modal transportation options to the community, including Lime customers;
5. Lime will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide mobility device share services.
6. Lime possesses GPS, 3G, and self-locking technology in its mobility device fleet such that mobility devices may be locked and opened by Lime customers with a mobile application and tracked to assist operations and maintenance.

#### Agreement

1. Use of City Property. City authorizes Lime to use the public right-of-way for the purposes set forth in Section 2 of this agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property. The City reserves the right to place restrictions on the use of City Property for special events including, but not limited to, festivals. The City shall provide Lime with not less than ten (10) days notice prior to any special event and any restrictions on the use of City Property during the special event.
2. Permitted Use. Lime users may use the public right-of-way for the operation of mobility devices owned and operated by Lime for use in the mobility device share program. Lime shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.

3. Mobility Device Parking. Lime shall instruct Users to not park mobility devices in any location other than upon the City sidewalk in such a manner as to afford the least obstruction of pedestrian traffic and provide a minimum of 3 feet clearance for pedestrians.
4. Loss or Damage: City assumes no liability for loss or damage to Lime's mobility devices or other property. Lime agrees that City is not responsible for providing security at any location where Lime's mobility devices are stored or located. Lime shall be liable for any damages caused to City property by any Lime user including, but not limited to, costs of repair or cleanup from any vandalism. Upon receipt of an invoice from the City for the costs of repair or cleanup Lime shall remit payment to the City within ten (10) days from the date of the invoice.
5. Customer Acknowledgements: Lime shall include a product feature administered through its mobile application that requires Users to acknowledge the following: (a) the parking requirements as outlined in Section 3 of this Agreement and (b) adherence to all applicable state and local laws.
6. Lime Fleet. Lime may maintain a fleet of sixty (60) mobility devices. Mobility Devices shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Thereafter, the City will allow Lime to increase the number of mobility devices in Lime's fleet up to a maximum of seventy-five (75) mobility devices when Lime submits a written fleet-increase notice to the City, and within such notice Lime demonstrates with ridership data that across the prior 30 days (or a 12-month rolling average after the first full year of operations) that designates the need for such an increase.
7. Indemnification.
  - a. Lime will indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of this agreement, or which are related to Lime's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Lime (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of Lime's mobility devices except as set forth in Section 8(b) hereof.
  - b. Lime will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of the negligence or willful misconduct of the City or the City's Indemnified Parties for which Lime shall have no liability hereunder.

- c. The parties further agree that the indemnifying party shall not be obligated to defend or indemnify any indemnified party for Claims made against the indemnified party's policy of workers' compensation insurance, and that the indemnified party's policy of workers' compensation insurance shall serve as the primary coverage for such claim.
8. Insurance. Lime shall procure and maintain for the duration of this agreement insurance against claims for which Lime has indemnified the City pursuant to Section 8 of this Agreement. Lime shall maintain General Liability limits no less than Three Million and no/100 Dollars (\$3,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Three Million and no/100 Dollars (\$3,000,000.00). Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Lime's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Lime's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld.
9. Compliance with Law. Lime at its own cost and expense, shall comply with any statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its mobility device share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City Property or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Lime, at no additional cost to City, such that Lime can properly comply with this Section and be allowed to use City Property as specified in Section 2, above.
10. Data Sharing. Lime agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information of Lime.
11. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this agreement.
12. Term. This agreement shall commence on November 1, 2021, (the "Commencement Date") and shall expire on the date that is two (2) years after the Commencement Date unless earlier terminated pursuant to Section 13, below.

13. Termination. This agreement may be terminated by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 12, above, upon delivery of at least sixty (60) days' written notice prior to the intended date of termination.
  - a. Upon termination of this agreement by either party, Lime shall, at its sole cost and expense, remove its property from the public right-of-way prior to the date of termination.
14. Fees. Lime shall submit a fee of five cents (\$.05) per trip taken on any Mobility Device Lime has deployed in the City. The per-trip fee shall be paid monthly based on data provided by the Lime in accordance with Section 10 (Data Sharing) without the necessity of being invoiced therefore by the City. The City may remove a Mobility Device from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify Lime as soon as reasonably practicable thereafter. If the City must remove a Mobility Device, Lime shall be charged a relocation and storage fee of twenty dollars (\$20.00).
15. Amendment. This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in writing and executed by duly authorized representatives of the parties.
16. Permits. The City shall notify Lime of any local permits required, if any, of the company for its local operation.
17. Applicable Law and Venue. The laws of the State of Missouri shall govern the interpretation and enforcement of this agreement. Any litigation concerning this Agreement shall be conducted in the courts located in Franklin County, Missouri, and the parties hereto agree to the venue and personal jurisdiction of these courts.
18. Counterparts and Electronic Signatures. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This agreement may be executed electronically.
19. Notices. Any notice required to be given in writing by either party pursuant to this agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Lime or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).



(a) If to Lime: 85 2nd Street, Ste. 100  
San Francisco, California 94105  
Attention: Legal Department  
with a copy to: legal@li.me

(b) If to the City: City of Washington, Missouri  
405 Jefferson Street  
Washington, Missouri 63090  
Attention: City Administrator  
dlamb@washmo.gov

with a copy to: Mark C. Piontek  
Sandberg Phoenix & Von Gontard P.C.  
1200 Jefferson Street  
Washington, Missouri 63090  
mpiontek@sandbergphoenix.com

20. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the other party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to enjoin any violation of the terms of this Agreement and the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated based upon such default of the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.
21. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonably attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY:**

**THE CITY OF WASHINGTON, MISSOURI**  
a Missouri municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIME:**

**NEUTRON HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

My Commission Expires \_\_\_\_\_

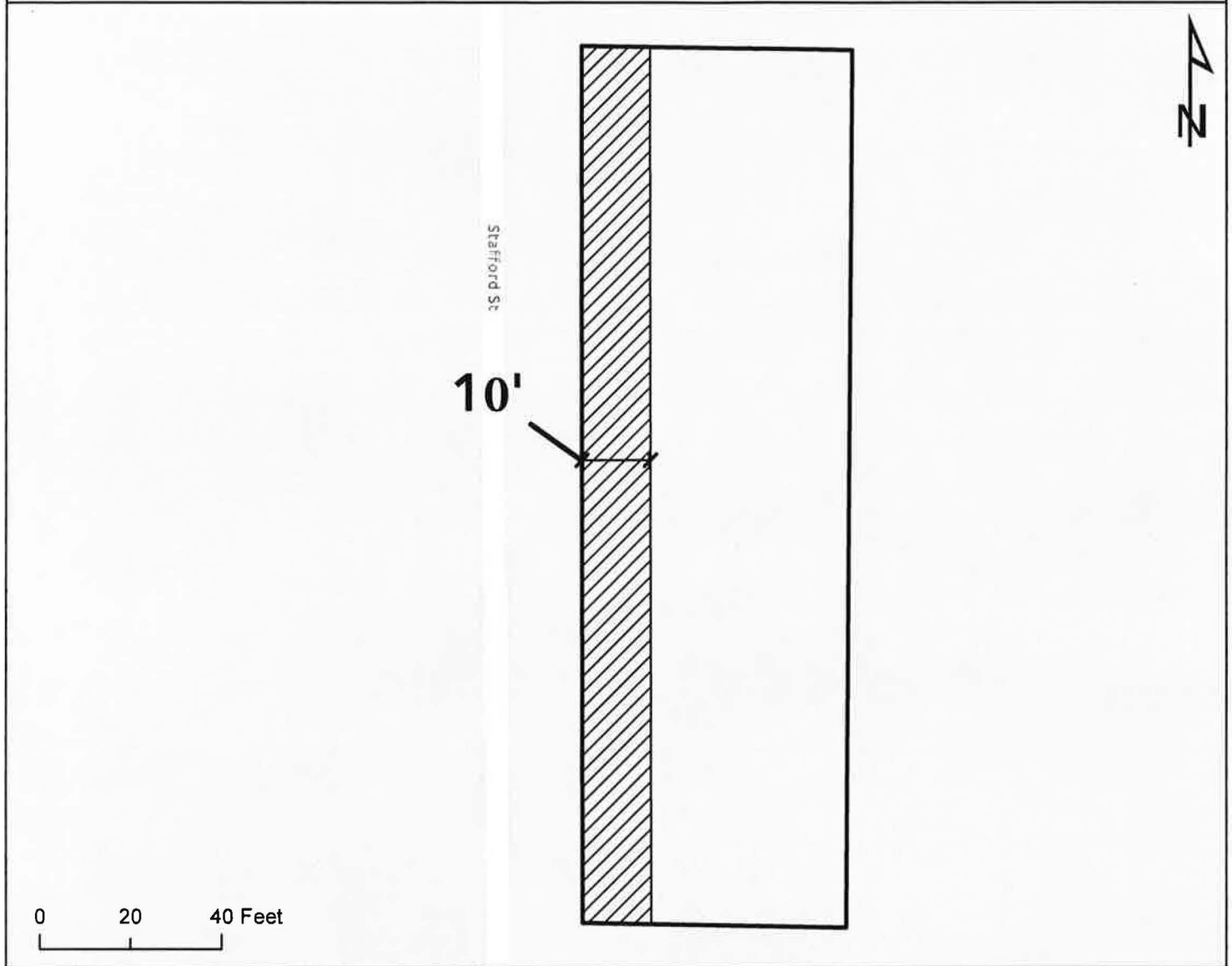
Notary Public \_\_\_\_\_

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**







# 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.

_____	<b>Andy Knopfel</b>	_____
Signature, Ameren Agent	Printed Name, Ameren Agent	Date

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

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

**SPECIAL CONDITIONS FORM**

Owner: City of Washington Tract No.: F71-W-020  
PIN #: 10-5-22.0-2-013-362.000 County: FRANKLIN  
(636) 390-1015 – John Nilges Public Works  
Phone #: Director Email: jnilges@washmo.gov  
Call Prior to Access: YES / NO  
Mailing Address: 405 Jefferson City, St, Zip: Washington, MO 63090  
Property Address: 520 W Fifth St. City, St, Zip: Washington, MO 63090  
*(if different)*

**PLEASE CHECK ALL THAT APPLY:**

Landowner has been advised trees will be removed? YES \_\_\_\_\_ NO \_\_\_\_\_ N/A \_\_\_\_\_  
Does landowner want to keep cleared trees, brush or stumps? YES \_\_\_\_\_ NO \_\_\_\_\_ N/A \_\_\_\_\_

Tenant?

Tenant Name: \_\_\_\_\_ Tenant Phone Number: \_\_\_\_\_

Temporary Fence needed? \_\_\_\_\_

Permanent fence \_\_\_\_\_

Animals on property, if yes what type? \_\_\_\_\_

Hunting on property, if yes what is the timeframe? \_\_\_\_\_

Septic system within easement area \_\_\_\_\_

Drain tile \_\_\_\_\_

Well \_\_\_\_\_

Outbuilding NEAR or ON easement ROW \_\_\_\_\_

Specific clearing or tree removal request \_\_\_\_\_

ROW access request / Preferred Route \_\_\_\_\_

Other – Please describe \_\_\_\_\_

*Special Conditions, executed by these Grantors, is acknowledged.*

\_\_\_\_\_  
Signature, Landowner Date Signature, Landowner Date

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://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 <b>one</b> of the following seven boxes.  <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  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	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.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
<b>or</b>								
<b>Employer identification number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>						-		
	-							

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**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](http://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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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,

A handwritten signature in blue ink, appearing to read "John Nilges".

John Nilges, P.E.  
Public Works Director

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



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>
<b>2-5 Year Olds Play Equipment</b>				
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		

7c



**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.

<b>TERMS:</b> We acknowledge we are purchasing the above equipment through the above-referenced Discount Contract Buying Program and acknowledge that <b>Landscape Structures</b> is the Vendor; and as such, Purchase Orders and Payments are to be made out to <b>Landscape Structures</b> .	
<b>Signature</b>	<b>Title</b>
<b>Signature Printed</b>	<b>Date</b>



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

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

AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, FOR THE CITY OF WASHINGTON, MISSOURI

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

**SECTION 1.** That the budget for the fiscal year 2021-2022 of the City of Washington, Franklin County, Missouri is hereby amended to appropriate funds as follows:

<b>FUND NAME</b>	<b>ORIGINAL/ AMENDED BUDGET</b>	<b>INCREASE/ (DECREASE)</b>	<b>AMENDED BUDGET</b>
<b><u>General Fund – 001</u></b>			
TOTAL REVENUES	\$ 13,463,090	\$ -	\$ 13,463,090
TOTAL OTHER FINANCING SOURCES	1,976,700	-	1,976,700
TOTAL EXPENDITURES	14,286,325	98,700	14,385,025
Administration	575,920	1,800	577,720
Human Resources	140,165	600	140,765
Communications	921,600	4,800	926,400
Police	3,262,760	34,500	3,297,260
Finance	649,285	4,800	654,085
Economic Development & Planning	3,128,455	600	3,129,055
Engineering & Inspections	465,830	6,600	472,430
Streets	1,438,960	15,000	1,453,960
Building Maintenance	500,545	1,200	501,745
Information Technology	409,950	-	409,950
Parks	2,042,115	26,400	2,068,515
Aquatic Center	310,775	-	310,775
Emergency Management	91,370	1,200	92,570
Airport	348,595	1,200	349,795
TOTAL OTHER FINANCING USES	<u>2,810,620</u>	<u>-</u>	<u>2,810,620</u>
CHANGE IN FUND BALANCE	(1,657,155)	(98,700)	(1,755,855)
<b><u>Library Fund – 003</u></b>			
TOTAL REVENUES	498,350	-	498,350
TOTAL OTHER FINANCING SOURCES	300,000	-	300,000
TOTAL EXPENDITURES	858,830	5,400	864,230
TOTAL OTHER FINANCING USES	<u>-</u>	<u>-</u>	<u>-</u>
CHANGE IN FUND BALANCE	(60,480)	(5,400)	(65,880)
<b><u>Volunteer Fire Fund – 004</u></b>			
TOTAL REVENUES	148,260	-	148,260
TOTAL OTHER FINANCING SOURCES	718,920	-	718,920
TOTAL EXPENDITURES	1,012,580	83,425	1,096,005
TOTAL OTHER FINANCING USES	<u>20,000</u>	<u>-</u>	<u>20,000</u>
CHANGE IN FUND BALANCE	(165,400)	(83,425)	(248,825)

**Vehicle Equipment Replacement Fund – 010**

TOTAL REVENUES	12,000	-	12,000
TOTAL OTHER FINANCING SOURCES	610,000	-	610,000
TOTAL EXPENDITURES	1,352,900	135,565	1,488,465
TOTAL OTHER FINANCING USES	-	-	-
CHANGE IN FUND BALANCE	(730,900)	(135,565)	(866,465)

**Stormwater Improvement Fund – 250**

TOTAL REVENUES	1,012,000	-	1,012,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	1,255,320	103,600	1,358,920
TOTAL OTHER FINANCING USES	500,000	-	500,000
CHANGE IN FUND BALANCE	(743,320)	(103,600)	(846,920)

**Capital Improvement Sales Tax Fund - 260**

TOTAL REVENUES	3,574,875	-	3,574,875
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	4,490,750	-	4,490,750
TOTAL OTHER FINANCING USES	-	981,360	981,360
CHANGE IN FUND BALANCE	(915,875)	(981,360)	(1,897,235)

**Transportation Sales Tax Fund - 261**

TOTAL REVENUES	4,002,875	-	4,002,875
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	2,021,000	-	2,021,000
TOTAL OTHER FINANCING USES	2,046,300	352,010	2,398,310
CHANGE IN FUND BALANCE	(64,425)	(352,010)	(416,435)

**COP Fund - 265**

TOTAL REVENUES	-	-	-
TOTAL OTHER FINANCING SOURCES	1,836,300	1,333,370	3,169,670
TOTAL EXPENDITURES	2,046,000	-	2,046,000
CHANGE IN FUND BALANCE	(209,700)	(1,333,370)	1,123,670

**Downtown TIF Fund - 272**

TOTAL REVENUES	295,000	-	295,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	426,600	4,000	430,600
CHANGE IN FUND BALANCE	(131,600)	(4,000)	(135,600)

7d

**Front & Main TIF Fund - 273**

TOTAL REVENUES	60,500	-	60,500
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	<u>60,600</u>	<u>-</u>	<u>60,600</u>
CHANGE IN FUND BALANCE	(100)	-	(100)

**Rhine River TIF Fund - 274**

TOTAL REVENUES	132,200	-	132,200
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	<u>132,000</u>	<u>-</u>	<u>132,000</u>
CHANGE IN FUND BALANCE	200	-	200

**Water Fund - 400**

TOTAL REVENUES	1,976,965	-	1,976,965
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	3,834,650	190,975	4,025,625
TOTAL OTHER FINANCING USES	<u>20,000</u>	<u>-</u>	<u>20,000</u>
CHANGE IN FUND BALANCE	(1,877,685)	(190,975)	(2,068,660)

**Sewage Treatment Fund - 410**

TOTAL REVENUES	2,950,000	-	2,950,000
TOTAL OTHER FINANCING SOURCES	-	-	-
TOTAL EXPENDITURES	5,261,535	433,400	5,694,935
TOTAL OTHER FINANCING USES	<u>20,000</u>	<u>-</u>	<u>20,000</u>
CHANGE IN FUND BALANCE	(2,331,535)	(433,400)	(2,764,935)

**Solid Waste Fund - 420**

TOTAL REVENUES	3,036,400	-	3,036,400
TOTAL EXPENDITURES	2,963,660	6,000	2,969,660
Refuse Collection	1,229,860	-	1,229,860
Landfill	1,463,050	4,800	1,467,850
Recycling	<u>270,750</u>	<u>1,200</u>	<u>271,950</u>
TOTAL OTHER FINANCING USES	<u>15,000</u>	<u>-</u>	<u>15,000</u>
CHANGE IN FUND BALANCE	57,740	(6,000)	51,740

## REASON FOR THE REQUEST:

**To adjust for ARP funding and offset of related payout of wages and sewer extension. In addition, to rebudget capital items/projects that are ordered or have been delayed in 2021 and therefore, will not be delivered or completed until FY 2022 and were not included in the original budget recently approved.**

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

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

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

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

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

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

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

\_\_\_\_\_  
Mayor of Washington, MO

# Memo

**To:** Mayor and City Council  
**From:** Mary Sprung  
**Date:** October 4, 2021  
**Re:** Budget Amendment

---

Included on the City Council agenda tonight is a budget amendment for the 2022 budget.

The reasons for this amendment is to adjust for ARPA funding and offset of related payout of wages and sewer extension. In addition, to re-budget capital items/projects that are ordered or have been delayed in FY 2021 and therefore, will not be delivered or completed until FY 2022 and were not included in the original budget recently approved.

BILL NO. \_\_\_\_\_

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

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

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR HAUSMANN'S SUBDIVISION, PLAT 3, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

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

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

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

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

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

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

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

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

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

Approved: \_\_\_\_\_

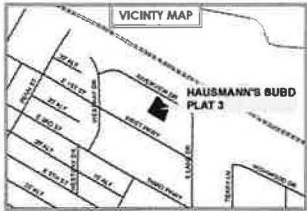
ATTEST: \_\_\_\_\_  
City Clerk

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

"Exhibit A"

**HAUSMANN'S SUBDIVISION PLAT 3**

A RESUBDIVISION OF LOTS 10 & 11, BLOCK 2 OF HAUSMANN'S SUBDIVISION, LOCATED IN U.S. SURVEY 2044, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C 1	100.00'	52.36'	S44°20'19"E	51.76'
C 2	97.00'	16.04'	S34°04'39"E	16.02'
C 3	97.00'	62.05'	S57°08'28"E	61.00'
C 4	97.00'	12.05'	S42°22'18"E	12.04'



• FOUND #0# #00/#FE UNLESS NOTED  
• SET#0# #0#/#CAL

**Certificate of Ownership**  
We, the undersigned owners of the tract of land shown herein have caused the same to be surveyed and subdivided by the means shown and said subdivision shall hereinafter be known as "HAUSMANN'S SUBDIVISION PLAT 3". The utility easements shown herein are hereby dedicated for the use of any and all public utility companies.

JENNIFER HILL \_\_\_\_\_ DATE \_\_\_\_\_  
COLIN MANTLE \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF FRANKLIN

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public  
Full name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF FRANKLIN

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

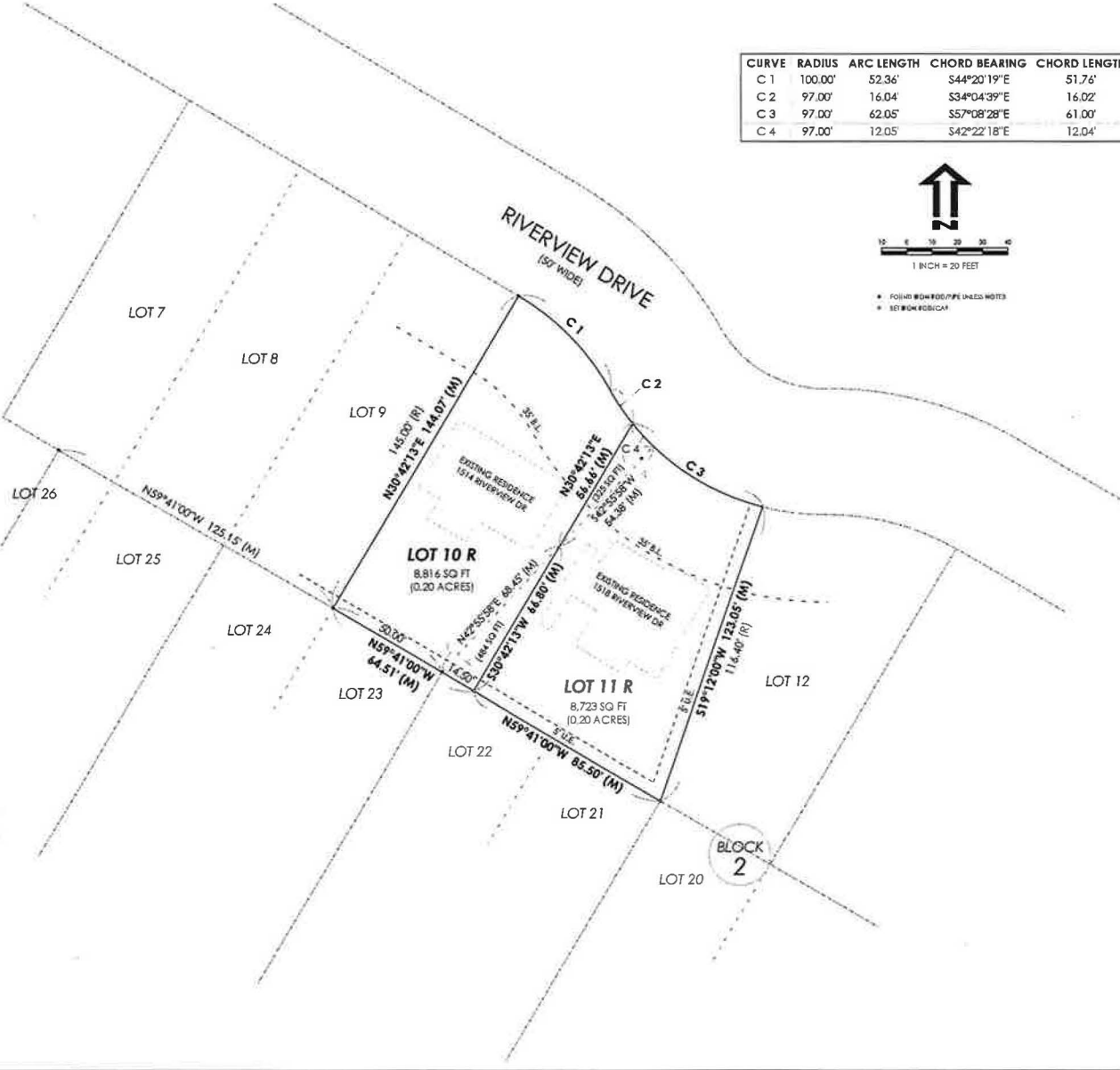
Notary Public  
Full name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

I, Sheriff Melissa, City Clerk for and with the City of Washington, Missouri do certify that the above plat of HAUSMANN'S SUBDIVISION PLAT 3 was approved by the City of Washington, Missouri by \_\_\_\_\_ passed and approved the \_\_\_\_\_ day of \_\_\_\_\_.

Shawn Kiskamp  
City Clerk, City of Washington, MO

I, David Tereshinski, Collector of Revenue for Franklin County, Missouri, do hereby swear and say that I am familiar with the land belonging to Jennifer Hill & Colin Mantle, and subdivided as "HAUSMANN'S SUBDIVISION PLAT 3" and further state that there are no delinquent tax assessments on the aforesaid land shown on this plat.

David Tereshinski, Collector of Revenue for Franklin County, MO



**Legal Description of tracts to be conveyed from Hill to Hill**

A tract of land located in U.S. Survey 2044, Township 44 North, Range 1 West of the 5th P.M., in the City of Washington, Franklin County, Missouri, being all of Lot 10 & 11, Block 2, of Hausmann's Subdivision, a subdivision plat recorded in the Franklin County Recorder of Deeds office in Plat Book E, Page 13, being fully described as follows:

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

**Legal Description of tracts to be conveyed from Hill to Hill**

A tract of land located in U.S. Survey 2044, Township 44 North, Range 1 West of the 5th P.M., in the City of Washington, Franklin County, Missouri, being part of Lot 11, Block 2, of Hausmann's Subdivision, a subdivision plat recorded in the Franklin County Recorder of Deeds office in Plat Book E, Page 13, being fully described as follows:

Beginning at an iron nail at the southwestern corner of Lot 11, Block 2 of Hausmann's Subdivision, thence N42°52'38"E along the western line of said Lot 11 for a distance of 68.45', thence bearing the 5th line, S34°04'39"E to an iron nail on the southern line of said Lot 11, thence N57°08'28"E along the southern line of Lot 11 for a distance of 14.20' to the point of beginning.

Containing 484 square feet.  
Subject to any and all assessments, restrictions, conditions, etc. of record.

**Legal Description of tracts to be conveyed from Hill to Musser**

A tract of land located in U.S. Survey 2044, Township 44 North, Range 1 West of the 5th P.M., in the City of Washington, Franklin County, Missouri, being part of Lot 10, Block 2, of Hausmann's Subdivision, a subdivision plat recorded in the Franklin County Recorder of Deeds office in Plat Book E, Page 13, being fully described as follows:

Commencing at an iron nail at the southwestern corner of Lot 11, Block 2 of Hausmann's Subdivision, thence N42°52'38"E along the western line of said Lot 11 for a distance of 68.45' to the point of beginning of the tract herein being described, thence bearing the 5th line N57°08'28"E 16.04' to an iron nail on the southern line of the western line of the western line of Lot 11, thence S34°04'39"E 16.02' to the point of beginning.

Containing 203 square feet.  
Subject to any and all assessments, restrictions, conditions, etc. of record.

- NOTES:
1. Norm derived from the bearing of record of the south line of said plat for the plat of Record of Lots 2, 3, 4, 5, 6 & 7 of Hausmann's Subdivision of Block 4, a subdivision recorded in Plat Book 44, Page 228 in the Franklin County Recorder of Deeds office.
  2. Deeds of record for the subject property are Documents #2045130 & 2119423 as recorded in the Franklin County Recorder of Deeds office.
  3. Property is zoned R-18.
  4. The survey meets the Accuracy standards for "Survey Property".
  5. Subject to any and all assessments, restrictions, conditions, etc. of record.

**HAUSMANN'S SUBDIVISION PLAT 3**

A RESUBDIVISION OF LOTS 10 & 11, BLOCK 2 OF HAUSMANN'S SUBDIVISION, LOCATED IN U.S. SURVEY 2044, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

SURVEY PREPARED FOR: JENNIFER HILL  
SITE OF SURVEY: 1314 & 1318 RIVERVIEW DR WASHINGTON MO 63090  
DATE OF SURVEY: 11/18/2020 DATE OF DRAWING: 09/13/2021

State of Missouri | IS  
County of Franklin |

This is to certify to Jennifer Hill, that we have during the month of September, 2021, re-surveyed a survey and subdivision of a tract of land being Lots 10 & 11, Block 2 of Hausmann's Subdivision, in the City of Washington, Franklin County, Missouri, to the best of my knowledge and belief the plat represents in true and accurate record of said survey and was executed in accordance with the current Missouri Statutes for Property Boundary Surveys of the Missouri Department of Insurance, Financial Institutions and Professional Regulation, Division of Land Survey. Witness my regular signature and seal the 13th day of September, 2021.

*Kurt Musser*  
Kurt J. Musser  
PLS 1880  
Professional Land Surveyor State of Missouri  
PO Box 343 Washington MO 63090



MUSSEY AND ASSOCIATES LAND SURVEYING  
KURT MUSSEY REGISTERED LAND SURVEYOR  
204 OAK ST WASHINGTON MO 63090  
636-239-1247





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 26, 2021 the salary for the City Administrator shall be One Hundred Fourteen Thousand, Seven Hundred Twenty-Five Dollars and 52/100 Dollars (\$114,725.52).

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



September 30, 2021

City Council  
Washington MO 63090

Re: Annual pay adjustment for City Administrator

Dear Council Members,

The salary of the City Administrator is determined annually by ordinance. Earlier this year the City contracted with Austin Peters to provide a salary study for all city employees. The budget which was passed at the September 20<sup>th</sup>, 2021 council meeting included funding to incorporate increases to implement the salary study in addition to a maximum 3% merit increase.

Councilman Steve Sullentrup and I met to review the performance of our City Administrator Darren Lamb and determined he was eligible for the 3% increase. Therefore, the annual salary was determined by the following:

Current salary	\$108,596.80 annually
Salary study recommendation	\$111,384.00 annually
3% merit increase	<u>\$ 3,341.52</u>
New annual compensation	\$114,721.52 annually

If you have any questions, please feel free to contact me.

Sincerely,

Sandy Lucy  
Mayor

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

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

AN ORDINANCE APPROVING THE FINAL PLAT OF THE OVERLOOK AT WEBER FARMS, PLAT 6, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of The Overlook at Weber Farms, Plat 6, in the City of Washington, Franklin County, Missouri, has been submitted to the City for approval; and,

WHEREAS, the City Council granted preliminary plat approval of this subdivision on February 8, 2021; and

WHEREAS, the City Clerk and City Engineer have certified that the required improvements have not been completed however, a Performance Contract is attached hereto and marked as Exhibit A to see that they shall be completed per the City Code.

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

SECTION 1: The final plat of The Overlook in Weber Farms, Plat 6 in the City of Washington, Missouri, is hereby approved and the same is ordered recorded with the Franklin County, Missouri, Recorder of Deeds.

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 City Council

Approved: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor of Washington, Missouri

## Exhibit A

### PERFORMANCE CONTRACT

Whereas, the Code of the City of Washington, Missouri provides in Section 410.035(G)(5) that all minimum improvements shall be installed and approved in a subdivision before the final plat of the subdivision is submitted to the City of Washington, Missouri, unless written approval is given by the City Council to complete said improvements as the subdivision is developed; and

Whereas, pursuant to Section 410.035(G)(5), in lieu of the completion of the minimum improvements previous to the final approval of a plat, the City Council shall accept, at the option of the developer, an escrow secured with cash or an irrevocable letter of credit deposited with the City, or the City may accept a surety bond and such bond shall be in an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the minimum improvements; and

Whereas, the undersigned owner has requested the City Council of the City of Washington, Missouri, to grant final plat approval of “The Overlook at Weber Farms, Plat 6 Subdivision”, even though all minimum improvements have not been installed and approved; and

Whereas, the City Engineer has determined that the amount of fourteen thousand five hundred and 00/100 Dollars (\$14,500), is equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed.

Now, Therefore, in consideration of the acceptance and final plat approval by the City Council of the City of Washington, Missouri, of “The Overlook at Weber Farms, Plat 6 Subdivision”, and in accordance with Section 410.035(G)(5) of the Code of the City of Washington, Missouri, the undersigned hereby agrees to furnish the City of Washington, Missouri, at the undersigned’s option, an irrevocable letter of credit or an escrow secured with cash, in the amount of fourteen thousand five hundred and 00/100 Dollars (\$14,500), equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed, as determined by the City Engineer. The City of Washington, Missouri may accept, in lieu of an irrevocable letter of credit or an escrow secured with cash, a surety bond with surety in

an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the improvements and utilities shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer.

It is further understood and agreed the undersigned shall complete construction and installation of the improvements and shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer within twenty four (24) months of the date hereof.

It is further understood and agreed to that no utility service connections or occupancy permits shall be issued to the owner, or to any other person, firm, corporation, association or partnership, for any structure, unless and until all utilities and improvements have been constructed, erected and installed in said structure and upon lots on which said structure is situated in accordance with the Subdivision Improvement Plans.

It is hereby further understood and agreed that no occupancy permit shall be issued to the owner or any other person, firm, corporation, association or partnership for any structure on any street that is not completed in front of or adjacent to such lots upon which such structure is situated.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Owner/Subdivider/Divider/Applicant

\_\_\_\_\_  
Name and Title

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

City of Washington, Missouri

\_\_\_\_\_  
Mayor

Seal:

Attest:

\_\_\_\_\_  
City Clerk



CITY OF WASHINGTON  
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

<b>Previous Years 1970-2000 Total:</b>						<b>\$ 36,121,362.69</b>		
2000-2001	\$	2,614,947.25	2010-2011	\$	3,613,372.27	2020-Present	\$	5,138,337.05
2001-2002		2,665,810.02	2011-2012		3,698,652.72			
2002-2003		2,875,714.84	2012-2013		3,760,065.80			
2003-2004		3,155,590.86	2013-2014		3,912,118.45			
2004-2005		3,187,693.12	2014-2015		4,204,694.99			
2005-2006		3,345,292.87	2015-2016		4,397,905.50			
2006-2007		3,445,234.45	2016-2017		4,354,507.85			
2007-2008		3,773,268.98	2017-2018		4,703,065.67			
2008-2009		3,556,222.39	2018-2019		4,612,283.40			
2009-2010		3,497,829.39	2019-2020		4,787,670.81			
<b>TOTAL COLLECTIONS TO DATE:</b>							<b>\$ 115,421,641.37</b>	

MONTH	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Monthly % Increase/ (Decrease)
OCTOBER	\$ 340,999.80	\$ 351,136.59	\$ 361,698.16	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	11.39%
NOVEMBER	294,009.02	282,896.65	251,010.14	273,682.85	325,999.08	337,510.28	3.53%
DECEMBER	393,531.59	364,857.35	567,111.05	406,617.65	400,738.68	448,383.63	11.89%
JANUARY	386,222.81	430,566.40	355,065.45	428,005.85	420,055.36	430,457.12	2.48%
FEBRUARY	346,227.45	354,592.09	440,931.59	363,771.00	417,204.79	396,723.58	-4.91%
MARCH	447,528.01	397,064.44	432,715.60	444,964.47	417,215.47	468,305.25	12.25%
APRIL	357,396.57	322,468.20	354,143.36	387,311.51	365,080.95	387,138.97	6.04%
MAY	261,754.61	316,300.94	296,545.56	300,584.29	358,920.74	385,747.95	7.47%
JUNE	426,728.90	360,109.32	368,699.52	456,577.00	401,315.24	514,849.48	28.29%
JULY	410,214.11	488,884.69	499,689.10	420,349.19	442,261.53	462,011.90	4.47%
AUGUST	276,170.28	290,449.04	311,169.75	322,712.79	372,615.14	396,711.64	6.47%
SEPTEMBER	457,122.35	395,182.14	464,286.39	465,772.42	518,477.31	523,081.81	0.89%
<b>TOTALS:</b>	<b>\$ 4,397,905.50</b>	<b>\$ 4,354,507.85</b>	<b>\$ 4,703,065.67</b>	<b>\$ 4,612,283.40</b>	<b>\$ 4,787,670.81</b>	<b>\$ 5,138,337.05</b>	

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

**7.32%**

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	\$ 7,906,718.40

TOTAL COLLECTIONS TO DATE: \$ 50,738,285.31

MONTH	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Monthly % Increase/ (Decrease)
OCTOBER	\$ 170,499.84	\$ 175,568.60	\$ 180,849.11	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	11.39%
NOVEMBER	147,004.44	141,448.41	125,504.75	136,841.76	162,999.67	168,755.25	3.53%
DECEMBER	196,765.87	182,428.48	283,555.71	203,310.25	200,369.28	224,192.00	11.89%
JANUARY	193,111.70	215,283.32	177,532.58	214,002.88	210,027.68	215,228.64	2.48%
FEBRUARY	173,113.68	177,296.22	220,465.78	181,885.56	208,602.53	198,361.30	-4.91%
MARCH	223,763.88	198,532.64	216,358.10	222,481.70	208,607.73	234,152.34	12.25%
APRIL	178,698.24	161,234.31	177,071.76	193,656.33	182,540.31	193,569.47	6.04%
MAY	130,877.37	158,150.75	148,272.80	150,291.55	179,460.29	192,873.68	7.47%
JUNE	213,364.43	180,054.89	184,317.16	228,288.80	200,657.51	257,424.63	28.29%
JULY	205,107.07	244,442.58	249,844.82	210,175.01	221,130.97	231,006.12	4.47%
AUGUST	138,085.18	145,224.55	155,584.67	161,356.40	186,307.76	198,355.48	6.47%
SEPTEMBER	228,561.39	197,591.18	232,141.66	232,886.54	259,238.60	261,541.37	0.89%
<b>TOTALS</b>	<b>\$ 2,198,953.09</b>	<b>\$ 2,177,255.93</b>	<b>\$ 2,351,498.90</b>	<b>\$ 2,306,143.70</b>	<b>\$ 2,393,835.48</b>	<b>\$ 2,569,168.07</b>	

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

7.32%

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

0.00%



## 1/2 % TRANSPORTATION SALES TAX

MONTH	2015-2016		2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		Monthly % Increase/ (Decrease)
OCTOBER	\$ 170,499.34	\$ 175,568.24	\$ 180,849.11	\$ 170,946.23	\$ 173,893.15	\$ 193,707.83							11.39%
NOVEMBER	147,004.51	141,448.18	125,504.37	136,840.50	162,999.68	168,755.33							3.53%
DECEMBER	196,765.76	182,428.60	283,555.44	203,308.99	200,369.28	224,192.04							11.89%
JANUARY	193,113.86	215,283.62	177,532.58	214,002.88	210,027.78	215,228.70							2.48%
FEBRUARY	173,113.49	177,296.07	220,465.13	181,885.52	208,602.55	198,361.35							-4.91%
MARCH	223,763.91	198,532.25	216,358.08	222,481.85	208,607.77	234,152.35							12.25%
APRIL	178,698.08	161,234.08	177,071.74	193,656.25	182,540.19	193,569.46							6.04%
MAY	130,877.30	158,108.05	148,272.79	150,291.51	179,460.32	192,873.68							7.47%
JUNE	213,364.42	180,054.85	184,349.74	228,288.78	200,657.52	257,424.62							28.29%
JULY	205,105.94	244,442.69	249,844.78	210,175.04	221,130.96	231,006.14							4.47%
AUGUST	138,085.02	145,224.71	155,584.64	161,355.80	186,307.86	198,355.50							6.47%
SEPTEMBER	228,723.59	197,591.24	232,142.98	232,886.52	259,238.63	261,541.35							0.89%
<b>TOTALS</b>	<b>\$ 2,199,115.22</b>	<b>\$ 2,177,212.58</b>	<b>\$ 2,351,531.38</b>	<b>\$ 2,306,119.87</b>	<b>\$ 2,393,835.69</b>	<b>\$ 2,569,168.35</b>							

COLLECTIONS 2005 TO PRESENT:

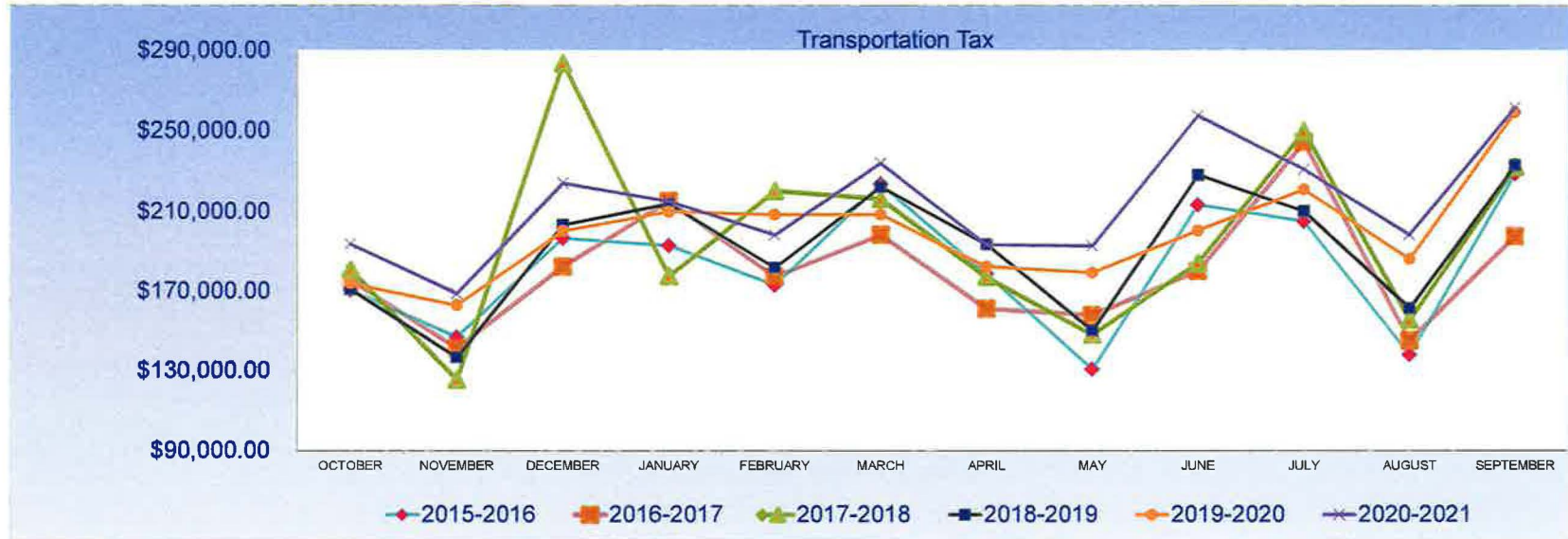
\$30,714,293.34

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

7.32%

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

0.00%



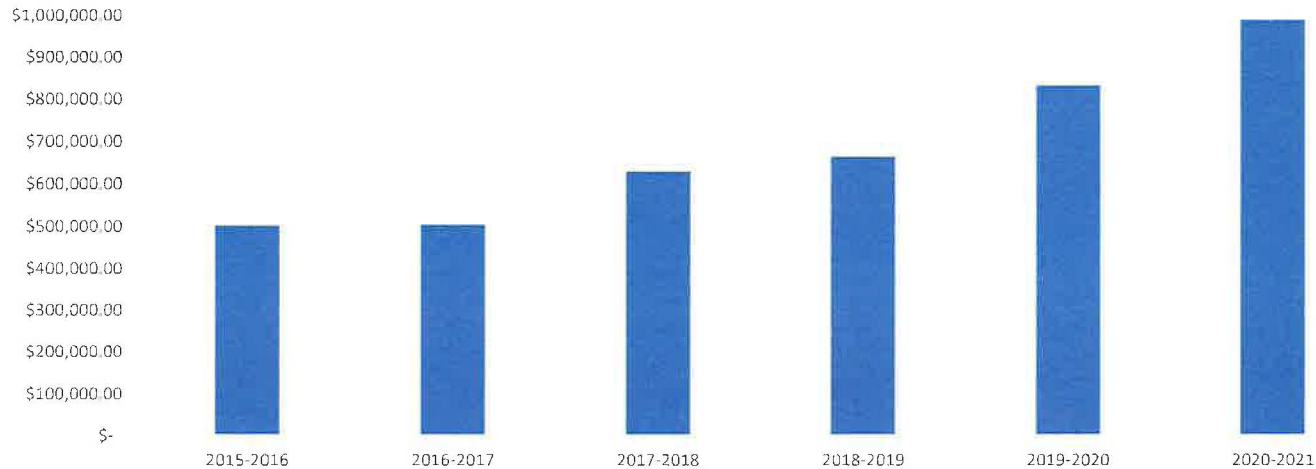
## LOCAL OPTION USE TAX

MONTH	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Monthly % Increase/ (Decrease)
OCTOBER	\$ 31,939.99	\$ 41,107.57	\$ 28,227.67	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	98.73%
NOVEMBER	39,689.38	38,629.86	36,285.79	17,632.77	48,613.78	56,442.98	77,752.19	37.75%
DECEMBER	19,842.68	35,667.91	35,826.94	48,045.68	49,662.96	53,993.39	65,391.95	21.11%
JANUARY	18,771.89	73,750.32	43,418.60	48,211.95	68,775.33	39,958.65	69,783.79	74.64%
FEBRUARY	56,934.67	49,544.55	54,384.99	95,271.61	73,271.71	63,549.19	112,976.86	77.78%
MARCH	52,588.73	43,602.83	47,389.11	76,542.59	79,877.50	81,178.43	104,092.21	28.23%
APRIL	39,895.13	28,592.66	37,427.52	47,032.55	54,168.57	51,201.38	83,105.78	62.31%
MAY	51,160.61	42,539.86	38,570.02	49,331.34	45,391.56	117,142.50	70,120.42	-40.14%
JUNE	23,755.92	30,670.13	41,187.44	51,751.76	51,449.73	94,813.67	73,348.19	-22.64%
JULY	36,718.28	38,065.71	40,613.94	73,096.59	42,197.49	76,691.07	63,309.11	-17.45%
AUGUST	40,034.72	38,865.57	36,992.97	54,048.00	53,911.53	82,028.64	89,259.01	8.81%
SEPTEMBER	38,837.45	40,560.94	63,977.54	57,105.98	62,998.22	79,946.63	109,517.43	36.99%
<b>TOTAL</b>	<b>\$ 450,169.45</b>	<b>\$ 501,597.91</b>	<b>\$ 504,302.53</b>	<b>\$ 630,152.51</b>	<b>\$ 664,542.96</b>	<b>\$ 832,447.39</b>	<b>\$ 989,207.80</b>	

COLLECTIONS 1998 TO PRESENT: **\$ 9,993,276.21**

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

**18.83%**





Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>						
Revenue	13,307,445.00	13,527,370.00	2,216,694.32	14,382,787.24	855,417.24	6.32%
Expense	13,306,745.00	14,238,595.00	969,028.35	11,992,638.71	2,245,956.29	15.77%
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>700.00</b>	<b>-711,225.00</b>	<b>1,247,665.97</b>	<b>2,390,148.53</b>	<b>3,101,373.53</b>	<b>436.06%</b>
<b>Fund: 003 - LIBRARY FUND</b>						
Revenue	788,120.00	795,520.00	1,982.10	659,708.97	-135,811.03	17.07%
Expense	766,405.00	781,235.00	42,219.42	679,158.24	102,076.76	13.07%
<b>Fund: 003 - LIBRARY FUND Surplus (Deficit):</b>	<b>21,715.00</b>	<b>14,285.00</b>	<b>-40,237.32</b>	<b>-19,449.27</b>	<b>-33,734.27</b>	<b>236.15%</b>
<b>Fund: 004 - VOLUNTEER FIRE FUND</b>						
Revenue	956,980.00	973,615.00	723.36	1,034,415.78	60,800.78	6.24%
Expense	955,120.00	1,002,045.00	23,015.81	765,884.34	236,160.66	23.57%
<b>Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):</b>	<b>1,860.00</b>	<b>-28,430.00</b>	<b>-22,292.45</b>	<b>268,531.44</b>	<b>296,961.44</b>	<b>1,044.54%</b>
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</b>						
Revenue	626,000.00	626,000.00	0.00	661,253.75	35,253.75	5.63%
Expense	1,295,165.00	1,579,705.00	1,199.94	794,864.36	784,840.64	49.68%
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND Surplus (Deficit):</b>	<b>-669,165.00</b>	<b>-953,705.00</b>	<b>-1,199.94</b>	<b>-133,610.61</b>	<b>820,094.39</b>	<b>85.99%</b>
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND</b>						
Revenue	782,000.00	782,000.00	89,259.01	897,237.73	115,237.73	14.74%
Expense	770,080.00	847,470.00	18,485.73	217,565.62	629,904.38	74.33%
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):</b>	<b>11,920.00</b>	<b>-65,470.00</b>	<b>70,773.28</b>	<b>679,672.11</b>	<b>745,142.11</b>	<b>1,138.14%</b>
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND</b>						
Revenue	5,492,455.00	5,492,455.00	188,952.95	2,157,674.85	-3,334,780.15	60.72%
Expense	8,329,000.00	8,616,145.00	7,101.87	3,488,822.38	5,127,322.62	59.51%
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):</b>	<b>-2,836,545.00</b>	<b>-3,123,690.00</b>	<b>181,851.08</b>	<b>-1,331,147.53</b>	<b>1,792,542.47</b>	<b>57.39%</b>
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND</b>						
Revenue	4,259,840.00	4,259,840.00	259,777.40	2,761,265.45	-1,498,574.55	35.18%
Expense	5,331,200.00	5,471,200.00	348,498.52	2,743,749.91	2,727,450.09	49.85%
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):</b>	<b>-1,071,360.00</b>	<b>-1,211,360.00</b>	<b>-88,721.12</b>	<b>17,515.54</b>	<b>1,228,875.54</b>	<b>101.45%</b>
<b>Fund: 265 - COP FUND</b>						
Revenue	1,776,200.00	1,776,200.00	0.00	1,796,813.40	20,613.40	1.16%
Expense	3,330,600.00	3,330,600.00	0.00	3,224,525.00	106,075.00	3.18%
<b>Fund: 265 - COP FUND Surplus (Deficit):</b>	<b>-1,554,400.00</b>	<b>-1,554,400.00</b>	<b>0.00</b>	<b>-1,427,711.60</b>	<b>126,688.40</b>	<b>8.15%</b>
<b>Fund: 272 - DOWNTOWN TIF RPA-1</b>						
Revenue	258,300.00	258,300.00	219.03	294,978.20	36,678.20	14.20%
Expense	454,000.00	462,000.00	2,150.00	117,340.14	344,659.86	74.60%
<b>Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):</b>	<b>-195,700.00</b>	<b>-203,700.00</b>	<b>-1,930.97</b>	<b>177,638.06</b>	<b>381,338.06</b>	<b>187.21%</b>
<b>Fund: 274 - RHINE RIVER TIF RPA-2</b>						
Revenue	113,700.00	113,700.00	1.58	130,049.91	16,349.91	14.38%
Expense	120,000.00	120,000.00	0.00	129,961.09	-9,961.09	-8.30%
<b>Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):</b>	<b>-6,300.00</b>	<b>-6,300.00</b>	<b>1.58</b>	<b>88.82</b>	<b>6,388.82</b>	<b>101.41%</b>
<b>Fund: 400 - WATER FUND</b>						
Revenue	1,805,210.00	1,805,210.00	184,946.94	1,815,239.16	10,029.16	0.56%
Expense	2,828,600.00	3,050,870.00	114,891.87	1,419,224.65	1,631,645.35	53.48%
<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-1,023,390.00</b>	<b>-1,245,660.00</b>	<b>70,055.07</b>	<b>396,014.51</b>	<b>1,641,674.51</b>	<b>131.79%</b>
<b>Fund: 410 - SEWAGE TREATMENT FUND</b>						
Revenue	3,006,000.00	3,006,000.00	229,563.82	2,458,958.40	-547,041.60	18.20%
Expense	4,473,535.00	4,827,505.00	103,132.38	2,520,317.84	2,307,187.16	47.79%
<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-1,467,535.00</b>	<b>-1,821,505.00</b>	<b>126,431.44</b>	<b>-61,359.44</b>	<b>1,760,145.56</b>	<b>96.63%</b>

**Budget Report**

**For Fiscal: 2020-2021 Period Ending: 08/31/2021**

<b>Account Typ...</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 420 - SOLID WASTE FUND</b>						
Revenue	3,067,600.00	3,067,600.00	217,130.81	2,543,969.54	-523,630.46	17.07%
Expense	3,700,960.00	3,708,810.00	179,424.28	2,902,891.05	805,918.95	21.73%
<b>Fund: 420 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>-633,360.00</b>	<b>-641,210.00</b>	<b>37,706.53</b>	<b>-358,921.51</b>	<b>282,288.49</b>	<b>44.02%</b>
<b>Report Surplus (Deficit):</b>	<b>-9,421,560.00</b>	<b>-11,552,370.00</b>	<b>1,580,103.15</b>	<b>597,409.05</b>	<b>12,149,779.05</b>	<b>105.17%</b>

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**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	700.00	-711,225.00	1,247,665.97	2,390,148.53	3,101,373.53
003 - LIBRARY FUND	21,715.00	14,285.00	-40,237.32	-19,449.27	-33,734.27
004 - VOLUNTEER FIRE FUND	1,860.00	-28,430.00	-22,292.45	268,531.44	296,961.44
010 - VEHICLE & EQUIPMENT REPLA	-669,165.00	-953,705.00	-1,199.94	-133,610.61	820,094.39
250 - STORMWATER IMPROVEMEN	11,920.00	-65,470.00	70,773.28	679,672.11	745,142.11
260 - CAPITAL IMPROVEMENT SALE	-2,836,545.00	-3,123,690.00	181,851.08	-1,331,147.53	1,792,542.47
261 - TRANSPORTATION SALES TAX	-1,071,360.00	-1,211,360.00	-88,721.12	17,515.54	1,228,875.54
265 - COP FUND	-1,554,400.00	-1,554,400.00	0.00	-1,427,711.60	126,688.40
272 - DOWNTOWN TIF RPA-1	-195,700.00	-203,700.00	-1,930.97	177,638.06	381,338.06
274 - RHINE RIVER TIF RPA-2	-6,300.00	-6,300.00	1.58	88.82	6,388.82
400 - WATER FUND	-1,023,390.00	-1,245,660.00	70,055.07	396,014.51	1,641,674.51
410 - SEWAGE TREATMENT FUND	-1,467,535.00	-1,821,505.00	126,431.44	-61,359.44	1,760,145.56
420 - SOLID WASTE FUND	-633,360.00	-641,210.00	37,706.53	-358,921.51	282,288.49
<b>Report Surplus (Deficit):</b>	<b>-9,421,560.00</b>	<b>-11,552,370.00</b>	<b>1,580,103.15</b>	<b>597,409.05</b>	<b>12,149,779.05</b>

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



Car Parts



Prescription Drugs



Light Bulbs



Fireworks



Sharps



Hazardous Material



Batteries



Construction Material



**WASTE CONNECTIONS**  
*Connect with the Future*

## **WASHINGTON CITY-WIDE BULK PICK-UP**

- ❖ Bulk items will be collected for **FREE** October 25<sup>th</sup>-29<sup>th</sup> on your usual pick-up day. Please set items to the curb by 6:00 am and in an orderly fashion. We do not pick up any move outs or evictions.
- ❖ 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](http://www.wasteconnectionsmo.com)

Phone: 636-321-2100

E-mail:

[wasteconnectionsmo@wasteconnections.com](mailto: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 (2021).

-The first round is scheduled to Start **November 1<sup>st</sup>** and continue until each street has been picked up one time.

-The second round is scheduled to Start **November 29<sup>th</sup>** 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 are 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