

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, JANUARY 3, 2022 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the December 20, 2021 Council Meetings	Need Motion/Mayor	Memo
 <u>Approval and Adjustment of Agenda</u>	 Need Motion/Mayor	 Memo
<u>2. PRIORITY ITEMS:</u>		
a. Urban Forestry Appointment	Accept Into Minutes	Memo
 <u>Mayor's Presentations, Appointments & Reappointments</u>		
<u>3. PUBLIC HEARINGS:</u>		
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
a. Downtown Washington, Inc. Annual Report	Approve/Mayor	Memo
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance repealing Ordinance 21-13232 and enacting in lieu thereof an ordinance authorizing and directing the execution of a contract by and between the City of Washington, Missouri and Downtown Washington, Inc.	Read &Int/Read/Vote/Mayor	
b. An ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and the Washington Chamber of Commerce A/K/A Washington Area Chamber of Commerce.	Read &Int/Read/Vote/Mayor	
c. An ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and the Washington Missouri Tourism Commission for the provision by said Commission of certain activities promoting the said City as a Convention, Visitor and Tourist Center.	Read &Int/Read/Vote/Mayor	

- d. An ordinance consenting to the Washington Missouri Tourism Commission subcontracting with the Washington Area Chamber of Commerce for the provision by the Chamber of Commerce of certain activities promoting the said City as a Convention, Visitor and Tourist Center. Read &Int/Read/Vote/Mayor
- e. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and DJD Enterprises, LLC. Read &Int/Read/Vote/Mayor Memo
- f. An ordinance accepting the bid from Alex Air Apparatus and to approve the purchase of a Hurst Hydraulic Combi Extrication Tool. Read &Int/Read/Vote/Mayor Memo

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

- a. Next Council Meeting – Tuesday, January 18, 2022 due to MLK Holiday

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
- c. Transportation Sales Tax
- d. Local Option Use Tax
- e. Budget Report

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, DECEMBER 30, 2021

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
DECEMBER 20, 2021**

INTRODUCTORY ITEMS:

The Special Meeting of the City of Washington, Missouri, City Council was held on December 20, 2021, at 6:30 p.m. in the Council Chamber that required immediate action by Council. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

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

Also Present:	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Human Resources Manager	Shauna Pfitzinger

Approval and Adjustment of Agenda:

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

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel matters requiring immediate action pursuant to Section 610.021.3 RSMo passed at 6:34 p.m. on the following roll call vote; Reed-aye, Pettet-aye, Sullentrup-aye, Hidritch-aye, Holtmeier-aye, Skornia-aye.

The regular session reconvened at 6:46 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 6:46 p.m. by Councilmember Hidritch, seconded by Councilmember Reed passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

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

INTRODUCTORY ITEMS:

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

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

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Ed Menefee
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Fire Chief	Tim Frankenberg
	Emergency Management Director	Mark Skornia
Street Superintendent	Tony Bonastia	

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

Approval of Minutes:

* Approval of the Minutes from the December 6, 2021 Council Meeting

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

Approval and Adjustment of Agenda:

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

PRIORITY ITEMS:

* Tourism Commission Appointment

December 10, 2021

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

Dear Mayor and Council Members:

The Washington Tourism Commission hereby submits for your approval the appointment of Kurt Hoefel to serve on the Tourism Commission. His commission will expire December 2024 (bio attached.)

Respectfully submitted,

Darren Lamb

Secretary

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

Mayor's Presentations, Appointments & Re-Appointments:

* Police Department Reappointments

December 13, 2021

City Council

City of Washington

Washington, Missouri

Dear Council Members:

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

		<i>TERM</i>
<i>NAME</i>	<i>APPOINTED</i>	<i>EXPIRES</i>
Ben Juergens Police Officer	January 03, 2022	January 03, 2023
Jason Gibson Police Officer	January 03, 2022	January 03, 2023
Wyatt Loague Police Officer	January 06, 2022	July 06, 2022 (2 nd 6 months)

A motion to accept and approve the reappointments made by Councilmember Hidritch, seconded by Councilmember Holtmeier, passed without dissent.

* Urban Forestry Council Appointment

December 14, 2021

City Council

City of Washington

Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Urban Forestry Council:

Gavin P. Woolley – term ending March 2024 (bio attached)

Respectfully Submitted,

Sandy Lucy

Mayor

A motion to accept and approve the appointment made by Councilmember Hidritch, seconded by Councilmember Pettet, passed without dissent.

PUBLIC HEARINGS

* **Special Use Permit – 921 West Fifth Street**

December 13, 2021

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 21-1201-Joe & Karen Faust-Special Use Permit 921 W. Fifth Street

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on December 13, 2021 the above mentioned Special Use Permit was approved with a unanimous 8-1 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Mayor: So this is going to be the Sal show now. All of these items were at Planning and Zoning this past or last Monday.

Maniaci: Yes.

Mayor: Right?

Maniaci: Yes, you have eight items, so they are all back on here, and we're doing them tonight. This first one is a Special Use Permit for a Short-Term Lodging, Airbnb, VRBO as more commonly known at 921 West Fifth Street. We've been seeing these more commonly be requested, this is just three houses west of the High and Fifth Street intersection. You can see here, the property actually, I'll go back. In this arrow, you can tell it does have a shared driveway with the neighbor. So it does have off street parking, but you can see that parking lot that driveway actually does cross the property line and is used by both property owners.

It's zoned R-1B Single-Family Residential. It is just west of right at High Street. Everything is R-2 Overlay for the two-family. As you get over here, it's Single-Family Residential, but this is again, a residential use of nature that is asking for the ability to do lodging anything less than 30 days.

This is just a map of our existing lodging. All the yellow dots are where they're at currently. There is one a block and a half to the northeast here. So you can kind of see that is the closest, but here highlighted is where the requests in it.

So this went to Planning and Zoning last week...

Sullentrup: Do you know how many total?

Maniaci: We have 34 registered, but I do not think they're all active. You can register them and they stay on our list, and then if you don't get it re-inspected in June, it becomes inactive. I believe we have 28 active.

This went to Planning and Zoning last week and it was approved unanimously. So be happy to answer any other questions you have.

Hidritch: And for you guys, there was only one person here that was concerned about partying.

Maniaci: Correct. It does have off street parking. Our parking requirements are the same as any other residential. *Inaudible...*

Mayor: Any comments or questions?

Maniaci: Thank you.

Mayor: Okay. This is a Public Hearing. Is there anyone who would like to address the Council on this item? Okay. Any other discussion by Council?

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

Bill No. 21-12502, Ordinance No. 21-13455, an ordinance granting a Special Use Permit to utilize 921 West Fifth 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; Reed-aye, Pettet-aye, Sullentrup-aye, Hidritch-aye, Holtmeier-aye, Skornia-aye, Patke-absent, Wessels-absent.

* Rezoning 4255 Highway 47

December 13, 2021

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 21-1202-Best Box Washington, MO 47 LLC-Rezoning 4255 Hwy 47

Mayor & City Council,

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

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Nilges: Right here, right?

Maniaci: Yes, thank you.

Mayor: Is this TV working or not? I know it wasn't working the other night.

Unknown: *Inaudible...*

Mayor: All right, just leave it alone. We can turn around.

Maniaci: All right. The next item tonight is a rezoning request for property at 4255 Highway 47. This is seven acres just south of what used to be a church, and now the school district owns. That's where they have their meetings and have some classes there, I believe.

This property here is in the City limits is at the southern boundary of our City limits there with access to Highway 47. Just so we are clear, there are two requests pertaining to this property tonight. The first is a rezoning to bring this property into the C-2 General Commercial District. That's the first thing you're voting on. The second is a Special Use Permit for Self-Storage Units at this facility.

Our code requires all self-storage units to have a Special Use Permit when it's in a commercial district. The only time we allow them outright is an industrial. The other ones we have are in actually commercial districts; they've either been grandfathered in or have gotten the Special Use Permit.

For the first request, the zoning, again, this property here located off the highway, it does have shared access with the school district. So it's kind of hard to see here because it actually follows this line on the ariel, but there's a 90 degree turn to the north. That's where the school districts property comes in, so it is a shared access there.

Pettet: Is there still a residence there?

Maniaci: There is a building there, it's unoccupied.

Pettet: Okay, thank you.

Maniaci: Here's the current zoning you have C-2, that's what they're requesting directly across the highway. This is where the mobile home park is. The school district, it actually has what used to be C-4 now is our Planned Commercial. I guess when the church went in there, that was the zoning they requested at the time. The property is still zoned R-1A Single-Family Residential. It does have a corner that backs up to Town and Country Industrial Park here, and then this greener color is actually anything that's not annexed. It does not currently have a zoning.

One thing I do want to point out, our Comprehensive Plan does have a future use map, future zoning map to show as we grow for the next, we do this every 10 years, what we anticipate as properties were to be developed with their most appropriate zoning would be. This is what was adopted in 2013.

You can see our boundary has not changed this right here at the intersection, right where the City limit line hits Highway 47. You can see this property is in our Comprehensive Plan as C-2 General Commercial or as commercial in general. So what they're requesting is in line with our comprehensive plans.

Before I move forward with the rest of it, on the zoning aspect by itself without talking about the use, we do recommend approval. It falls a Comprehensive Plan. It has access to Highway 100. Any future plans that are going to require improvements to that will have to go through us and MoDOT so we have the wherewithal to review that to make sure it's a safe and to meet city code.

Again, Planning and Zoning reviewed this last week and voted unanimously to approve the rezoning.

Reed: Their plan there to rezone it and do what?

Maniaci: It'll be self-storage, which is what's the next item on the list. So this is just for the zoning and then their next item is for the self-storage.

Reed: Okay.

Mayor: Any questions or comments?

Holtmeier: I make a motion to send it on.

Mayor: Okay, it's a Public Hearing. So this is a Public Hearing, is there anyone who would like to address the Council on this item? Okay. Any other comments from Councilmembers? Okay.

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

Bill No. 21-12503, Ordinance No. 21-13456, an ordinance rezoning 4255 Highway 47 from R-1A, Single-Family Residence District to C-2 Overlay, General Commercial Zoning District 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; Reed-aye, Pettet-aye, Sullentrup-aye, Hidritch-aye, Holtmeier-aye, Skornia-aye, Patke-absent, Wessels-absent.

* Special Use Permit – 4255 Highway 47

December 13, 2021

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 21-1202-Best Box Washington, MO 47 LLC-Special Use-4255 Hwy 47

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on December 13, 2021 the above mentioned Special Use Permit was approved with a unanimous 9-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Maniaci: All right. So simultaneously on this property, the applicant is requesting the Special Use Permit for the Self-Storage Units. You can see there are six buildings proposed that are actual self-storage, traditional kind of narrow buildings, and then one warehousing facility here. In the bottom left, you can see a rendering of what that would look like. They are proposing to utilize that access off of Highway 47. We'll kind of get into the details of that here in a second, but as for the use itself and what we're showing here, they are proposing adequate parking for our code. Our code requires based on the square footage of this, pretty minimal amount of parking because as you know what this use will come in, pick up, drop off their stuff and leave, for the indoor storage. There's some spaces that are required that you can see here if they were to have any employees or people who are accessing the climate controlled facilities.

They do meet our minimum requirements in parking. As for this western boundary here, you can see a pretty decent buffer. There's about an acre of buffer here that actual, that you can see the contour lines. That's actually a creek that runs in between their property and the neighborhood to the west. It does meet, you know, they're actually not, they're preserving the buffer, then they actually have some of their own landscaping here; they're increasing to the buffer as well, so that meets our minimum requirements. They do show fencing around the

property. Otherwise it doesn't have a detail on that, but I will tell you what the commercial to the north and the commercial to the south, now that south is not annexed, but our Comprehensive Plan has it as future commercial. We wouldn't require site proof for a screen fence.

I do believe that the neighbor spoke with some neighbors last week after Planning and Zoning, and they do plan to have some type of slat there for privacy. But it was not something that staff saw as a condition of approval since it wasn't residential to the south.

As we get a little bit further into this, there are some things that staff, this went to Site Plan. As you guys I'm sure are aware, every Thursday, all of our departments get together and look at any permit that's been submitted. We review stormwater, fire, planning, building anything in there, and we compile our comments. We do that on not just Planning and Zoning issues or issues that go before Council, but any building permit.

These were some of the comments that we got that we collected from that. When we brought it to Planning and Zoning, there's some changes or some clarifications, I should say that we're requiring for this as conditions of approval. It wasn't anything that we thought should require them to table the use, or wait for them to have a more finalized site plan, because with all honesty staff reviews these weekly on non-conditional use permits. We actually are able to look at these and make sure that they meet all the minimum requirements before we issue a building permit.

Some of these things we will make sure, before we issue any building permit, the first one is approval letter from MoDOT that can be one or two things that MoDOT says, yep, that's an adequate access, or MoDOT says you have to do XYZ Traffic Study some type of approval to improve that access, it will have to be widened.

The second is with that access from MoDOT, they're going to have to do something to the grade into their, the applicant. And again, they're here tonight. I'll try and recap anything that was said at Planning and Zoning, and then they can, they can add to it.

With the grade going into their own customer trailers, we're going to have issue with that. Our Fire Department was going to have issue with that, so they'll have to adjust that grade before they can get a building permit to make sure that it has proper fire access. That's part of that second condition here, the Fire Department approval. They'll have to show on a final site plan fire hydrants that the radius here and the fire lanes can be met that sort of thing. They'll have to finalize that.

Lastly, the stormwater and utility approval. Extending a storm, adding storm water retention, extending water and sewer. Those will have to be shown to our Building Department as well before it can move on.

Again, those were all items that we thought we felt staff could review in house as we do with all other commercial permits or industrial projects. The actual use and what we're asking for, what they're asking for tonight is for the Special Use Permit for the Self-Storage Units is adequate. Staff recommended approval of this with those conditions. Again, this went to Planning and Zoning last week. It was voted unanimously for approval for the Special Use Permit.

Pettet: Sal, have you identified those conditions already before it went to P and Z?

Maniaci: Yes.

Pettet: Okay.

Maniaci: So this list was on there on the staff report beforehand and was shared with the applicant.

Pettet: Okay.

Maniaci: They're aware of all of these.

Nilges: I would just say that a lot of those conditions are part of your building codes anyway when we review projects.

Maniaci: It's a little redundant because even if I, I put that in the ordinance tonight even if it wasn't actually in there, they would have to do that anyway, everyone has to do these things. I just wanted to make it clear that the applicant, to the neighbors, to Council that this site plan will have to be finalized, but as for the Special Use Permit, we are comfortable moving forward.

Mayor: Are there any other questions or comments?

Maniaci: All right, thank you.

Mayor: Okay, this item is also part of the Public Hearing. Is there anyone who would like to address the Council on this item? Please give us your name and address.

Beau Reinberg: My name is Beau Reinberg, 7018 Maryland Avenue, St. Louis, Missouri. I am the applicant on this development and appreciate everyone's time. First off, I appreciate Sal and the City staff. It's really, we develop self-storage across the country and the process here is really second to none as far as efficiency and kind of outlining everything for us. So it's really a good process.

We're excited about this opportunity in this development. We know that self-storage doesn't always get a round of applause from Planning Departments or City Councils, but the fact of the matter is, households and growing communities really need our use. With the onset of COVID, what we've found is that the use has increased significantly. People are decluttering their house, finding a room for an extra office or work from home. That's where our use really comes in. Prior to COVID, it was death, divorce, and displacement that really motivated the use of self-storage. They're not real fun things to talk about, but it's the facts. Now it's decluttering that has kind of taken that fourth pillar of why it's important.

The other thing is that as communities grow, specifically small businesses, self-storage becomes really kind of an extension of last mile logistics because where else can you find 500 square feet on a month to month basis to store extra materials? It's a very tough thing to find in all communities let alone growing communities that may not have warehouse space that can accommodate such things. Rarely can you sign a one-year lease for 2,500 square feet or 500 square feet. Our use really becomes again an extension of that small business growth. Obviously with the residential and business growth in this community, we feel like it's a great opportunity for one of our developments.

Mayor: Any questions of Beau?

Pettet: The picture looks like it, but I just want to confirm, no outside storage correct?

Beau Reinberg: No boats, RVs.

Pettet: Thank you.

Mayor: Anyone else?

Holtmeier: Thanks Beau.

Beau Reinberg: Yep.

Mayor: Okay, thank you.

Beau Reinberg: Thank you very much.

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

Bill No. 21-12504, Ordinance No. 21-13457, an ordinance granting a Special Use Permit for 4255 Highway 47 for Self-Storage Units 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; Reed-aye, Pettet-aye, Sullentrup-aye, Hidritch-aye, Holtmeier-aye, Skornia-aye, Patke-absent, Wessels-absent.

* Voluntary Annexation – Koch Farm

December 13, 2021

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 21-1204-Annexation-Vic Hoerstkamp-Koch Farm

Mayor & City Council,

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

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Maniaci: All right. The next two items are two different annexation requests. This first one is an annexation request from Vic Hoerstkamp who has bought 10 acres here of the Scheib Farm, Koch Farm was all kind of part of that. I know as many people are aware, there was a big auction on this. Vic did just by a portion that I have highlighted here. It looks like two parcels, but that's the section line that the County had drawn so this is one piece.

Tonight they're just asking for approval of annexation and the designated zoning. They'll come back later. I actually just today received an application for preliminary plat, but tonight we're just looking at the proposed zoning.

As you can see here, not currently in the City limits. This is the, this is everything that's not zoned. Everything you see hatched here in this color is, R-1D Single-Family Residential. That is the zoning district that allows for 7,500 square foot minimum lots. I will tell you, 90% of the homes that have been proposed since we've introduced that code, that's what developers are asking for. That's what buyers are wanting. They're wanting less land to take care of so that is what they're requesting here tonight.

They're requesting to bring us in as R-1D Single-Family Residential. Again, it matches exactly what you have here. And then just for clarity, that's the same developer Vic Hoerstkamp who did these to the north. So we have a very similar product, again, just looking for the zoning tonight and to bring that in. This will be on Planning and Zoning preliminary plat in January.

Holtmeier: Do you know if they have any plans to connect Bieker Road with this development?

Maniaci: I just got the application in, so we haven't had a chance to really review it. They do have, we have in our Comp Plan, Rabbit trail going to Bieker, and then they have a road here. So we're working with them on how to best connect those two.

Holtmeier: Okay, thank you.

Mayor: Any other questions or comments?

Maniaci: Thank you.

Mayor: Would anyone like to address this item in Public Hearing? Okay.

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

Bill No. 21-12505, Ordinance No. 21-13458, an ordinance annexing 10.15 acres of property located along Bieker Road in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Hidritch.

Amending Section 2 of the ordinance to read Section 71.014 RSMo instead of Section 2 71.012 RSMo. The ordinance was read a second time and approved on the following vote; Reed-aye, Pettet-aye, Sullentrup-aye, Hidritch-aye, Holtmeier-aye, Skornia-aye, Patke-absent, Wessels-absent.

* Voluntary Annexation – Watermann Farm

December 13, 2021

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 21-1204-Annexation-Waterman Farms

Mayor & City Council,

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

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Maniaci: All right. This is the second voluntary annexation for the night. This is actually the applicant is 353 Redevelopment Corporation. You guys know what Quasi-Public Organization that deals with our industrial development. Back in October, the end of October, we purchased 115 acres here, the Watermann Farm for the Richard Oldenburg Industrial Park. The next step is just to annex it into M-2 Heavy Industrial.

You can see here, that's what the rest of the industrial parks are. I didn't have it in this slide, I apologize. Our Comprehensive Plan does have the Watermann did have, does have the Waterman farm as M-2 Heavy Industrial as industrial development continues. Again, this matches the Comprehensive Plan. It's only logical now that that's why 353 bought it in the first place for industrial development. That is the appropriate zoning.

What you see also there is the original map did have all of this in there because that was the tax map. We only bought 115 acres. The legal description that is on your ordinance, and that was published in the paper excludes the 25 acres there for the homestead, just to be clear, that

came up at Planning and Zoning. That is not being annexed that is still staying outside the City limits, but we're annexing in the five acres on the north side of the highway, and then the remainder of the property that we bought. I apologize, I forgot there's a new state or statute. So this one will also have to make that amendment.

Mayor: And the new statute, if you want explain that.

Maniaci: Let Mark.

Piontek: Under the prior statute, you had to have a Public Hearing and then you had to wait 15 days before you could pass an ordinance approving the annexation. This statute allows you to have the Public Hearing and pass the ordinance the same night.

Mayor: Okay.

Piontek: So it speeds it up by at least a couple of weeks.

Mayor: Okay. All right. Any questions? Comments?

Maniaci: Thank you.

Mayor: Okay. Is there anyone here who would like to address the Council regarding this item? Okay.

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

Bill No. 21-12506, Ordinance No. 21-13459, an ordinance annexing approximately 115 acres of the Watermann Farm as M-2, Heaving Industrial into the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

Amending Section 2 of the ordinance to read Section 71.014 RSMo instead of Section 2 71.012 RSMo. The ordinance was read a second time and approved on the following vote; Reed-aye, Pettet-aye, Sullentrup-aye, Hidritch-aye, Holtmeier-aye, Skornia-aye, Patke-absent, Wessels-absent.

CITIZENS COMMENTS

- * Mike Johns 610 Roberts Street, addressed the Council regarding the pavilion rental deposit fee.

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * Public Works Director John Nilges updated Council on the Fourth/Fair Street Project.

ORDINANCES/RESOLUTIONS

Bill No. 21-12507, Ordinance No. 21-13460, an ordinance accepting the Sales Contract from Truck Centers Inc., Troy, Illinois, and to approve the purchase of a 2023 2-Ton Dump Truck with Snow Plow & Salt Spreader and amend the 2021/2022 Budget by the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 21-12508, Ordinance No. 21-13461, an ordinance authorizing and directing the execution of a Five (5) Year Sales Contract by and between the City of Washington, Missouri, and Axon Enterprise, Inc. for an Unmanned Aircraft System (Drone Program.)

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 21-12509, Ordinance No. 21-13462, an ordinance authorizing and directing the execution of a Lease Agreement by and between the City of Washington, Missouri and WashMo On the Go, LLC.

The ordinance was introduced by Councilmember Skornia.

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

Bill No. 21-12510, Ordinance No. 21-13463, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri, and S-K Contractors for the Waterworks Building Alterations Project and amend the 2021/2022 Budget.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 21-12511, Ordinance No. 21-13464, an ordinance authorizing and directing the execution of a Contract by and between the City of Washington, Missouri, and Cochran for Professional Engineering Services for the Second Street Reconstruction and ADA Compliance Project and amend the 2021/2022 Budget.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 21-12512, Ordinance No. 21-13465, an ordinance establishing a Sewer Lateral Infiltration Elimination Program in the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 21-12513, Ordinance No. 21-13466, an ordinance accepting a Bill of Sale for the dedication of a Water Main by and between the City of Washington, Missouri and The Magnet Group.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 21-12514, Ordinance No. 21-13467, an ordinance accepting the Minimum Improvements for Maintenance for Hanover Plat 2 in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 21-12515, Ordinance No. 21-13468, an ordinance amending the Provisions of Chapter 335, Schedule II of the Code of the City of Washington, Missouri by adding provisions for a stop sign at the location described below.

The ordinance was introduced by Councilmember Skornia.

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

Bill No. 21-12516, Ordinance No. 21-13469, an ordinance approving a Boundary Adjustment for Edison Brothers Subdivision in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Sullentrup.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

- * Preliminary Plat Approval – Winters Brothers Subdivision
December 13, 2021
Mayor & City Council
City of Washington
Washington, MO 63090
RE: File No. 21-1206-Walt Winters-Preliminary Plat

Mayor & City Council,

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

Sincerely,

Thomas R. Holdmeier

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. 21-12517, Ordinance No. 21-13470, an ordinance approving the final plat of Winters Brothers Subdivision 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; Reed-aye, Pettet-aye, Sullentrup-aye, Hidritch-aye, Holtmeier-aye, Skornia-aye, Patke-absent, Wessels-absent.

* Preliminary Plat Approval – River Place Subdivision Plat II

December 13, 2021

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 21-1207-Andy Unerstall-Preliminary Plat-6 Lot Townhome Subdivision

Mayor & City Council,

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

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

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

MAYOR'S REPORT

- * Merry Christmas.

CITY ADMINISTRATOR'S REPORT

- * No report.

COUNCIL COMMENTS

- * Brief discussion on 306 Lafayette Street.
- * Brief discussion on the Parks median maintenance work at Highway 100.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 8:32 p.m. by Councilmember Sullentrup, seconded by Councilmember Pettet passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



December 23, 2021

City Council
City of Washington
Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Urban Forestry Council:

Gabriel Waterhouse – term ending January 2025 (*bio attached*)

Respectfully Submitted,

A handwritten signature in blue ink that reads "Sandy".

Sandy Lucy
Mayor

Gabriel Waterhouse
1108 Elm Ave
Gray Summit, MO 63039

Occupation:

Arborist/Tree Care Professional

Educational Background:

B.A. Business Administration - Lindenwood University

B.S. Forest Resource Management - University of Missouri-Columbia

Experiences:

Ozark Trail Employee and Volunteer

Institute of Botanical Training (Botanist)

Forest Hydrology Lab Technician

Forest Ecology Teachers Assistant

Botanist on MO Forest Ecosystem Project

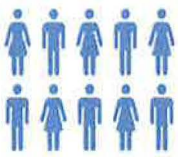
Arborist of Davey Tree and St. Louis Tree Pros

I have a deep love and interest for trees and the rest of the natural world. I enjoy learning, discussing, and teaching others about them. I also appreciate the opportunity to help make the City of Washington better in so many ways through the use of trees. My father grew up in Washington and my grandparents still live there, so this is just the right opportunity for me to bring my expertise to a place that has always been a part of my life.



OFFICE: 123 LAFAYETTE STREET | WASHINGTON, MO 63090
CORRESPONDENCE: PO BOX 144 | WASHINGTON, MO 63090
636.239.1743 | INFO@DOWNTOWNWASHMO.ORG

Year in Review 2021



53 NET NEW
EMPLOYEES DOWNTOWN

INVESTED \$6,561,723
IN PRIVATE IMPROVEMENTS
INCLUDES INFORMATION FROM PERMIT REPORTS FOR
COMMERCIAL AND RESIDENTIAL IMPROVEMENTS



INVESTED \$95,500
IN PUBLIC IMPROVEMENTS

9,712 VOLUNTEER
HOURS INCLUDING
284 HOURS AT
CLEAN UP DAY



**VOLUNTEERS, BOARD
MEMBERS, & STAFF
ATTENDED 9 TRAININGS**

HOSTED BY MISSOURI MAIN STREET CONNECTION, MAIN STREET AMERICA, AND THE SMALL BUSINESS ADMINISTRATION. BOARD MEMBERS AND VOLUNTEERS BEAR THE FULL COST OF THEIR TRAININGS. THIS SHOWS A FIRM COMMITMENT TO THE WORK THAT DOWNTOWN WASHINGTON, INC IS DOING.



COMMUNITY GRANTS AWARDED
T-MOBILE HOMETOWN TECHOVER GRANT
UNION PACIFIC RAILROAD GRANT
DOWNTOWN WASHINGTON, INC. SIGN & AWNING GRANT
DOWNTOWN WASHINGTON, INC. MERCHANT GRANT

**HELD 37 DAYS OF
COMMUNITY EVENTS**



**26 PROPERTY & BUSINESS OWNERS
COUNSELED INCLUDING 6 THAT WERE
COUNSELED ON HISTORIC TAX CREDITS**

BUSINESSES & PROPERTIES OPENED OR RELOCATED

- KELLER WILLIAMS REALTY - OPENED JANUARY 2021
- OAK & FRONT WINE BAR - OPENED MARCH 2021
- ROOM FOR ART GALLERY - OPENED MARCH 2021
- RIVER SIRENS HOTEL - OPENED APRIL 2021
- KEEPING UP WITH THE JONES' SUPPLIES - OPENED MAY 2021
- PEACE OF MIND - OPENED JUNE 2021
- BEAUTIFUL YOU - OPENED AUGUST 2021
- PATKE RESTORATION - OPENED SEPTEMBER 2021
- NOA MEDICAL - OPENED OCTOBER 2021
- 3RD @ JEFFERSON - OPENED OCTOBER 2021
- FRONT STREET CELLARS & INN - OPENED NOVEMBER 2021
- KIM'S CANDY BUFFET - OPENED DECEMBER 2021
- CHIMERA CREATIVE WORKS - NEW LOCATION MAY 2021
- DAPPER BULLY BARBER SHOP - NEW LOCATION JUNE 2021
- LOUSHANE SEBASTIAN SALON - NEW LOCATION JUNE 2021

CURRENT BUILDINGS COUNSELED/IN PLANNING

- SHOE FACTORY LOFTS
- OLD MISSOURIAN BUILDING
- OLD CALVIN THEATRE
- OLD PECKA BUILDING
- OLD STEAMBOAT BUILDING

Here's to another
GREAT YEAR

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 21-13232 AND ENACTING IN LIEU THEREOF AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND DOWNTOWN WASHINGTON, INC.

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

SECTION 1: Ordinance No. 21-13232 is hereby repealed.

SECTION 2: The Mayor is hereby authorized and directed to execute a Contract by and between the City of Washington, Missouri and Downtown Washington, 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 Contract 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 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

**EXHIBIT A
CONTRACT**

This contract made and entered into this 3rd day of January, 2022 by and between the City of Washington, Missouri, a third class city and municipal corporation of the State of Missouri (the "City") and Downtown Washington, Inc., a Missouri not for profit corporation ("Downtown").

Whereas, Downtown was created to assist the City with the City's efforts to encourage economic and community development in the downtown Washington area; and

Whereas, the City is interested in the vitality and viability of the downtown Washington area; and

Whereas, the City and Downtown desire to contract and cooperate with each other for the provision by Downtown of certain services beneficial to the City's interest in the downtown Washington area.

Now, therefore, in consideration of the mutual promises and consideration herein stated the parties hereto agree as follows:

1. Downtown shall provide the following services to the City:
 - a. Provide such assistance as the City, acting through the Mayor, City Council, City Administrator, may request from time to time during the term of this Contract as it relates to applications for grant funding to accomplish the City's objectives in maintaining a vital and viable downtown Washington area;
 - b. Provide marketing and promotional activities for the downtown Washington area; and
 - c. Initiate and develop volunteer design proposals for façade, signage, lighting, landscaping, and the overall aesthetics of the downtown Washington area.

2. This Contract shall remain in full force and effect from and after January 3, 2022 and terminate on January 3, 2023. Thereafter, this Contract shall automatically renew for successive periods of one (1) year each commencing January 4, 2023 unless either party hereto notifies the other party in writing at least sixty (60) days prior to the expiration of the then current term of their intention to terminate this Contract.

3. The City shall pay Downtown the sum of Thirty Five Thousand and 00/100 Dollars (\$35,000.00), payable in advance upon the commencement of this Contract and thereafter on the 1st day of October of each year provided this Contract remains in effect.

4. Downtown shall provide to the City Administrator on or before the 10th day of each month a report, indicating what services it has performed for the City during the prior month under the provisions of this Contract.

5. The City Administrator shall be the City's representative to the Executive Board of Downtown.

6. This contract may not be assigned or transferred by Downtown without the prior written consent of the City, such consent not to be unreasonably withheld.

7. Downtown is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely provides those services specified herein as an independent contractor.

8. To the fullest extent permitted by law, Downtown shall indemnify and hold harmless the City, and the officers, representatives, employees, and agents and each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals and all court costs) arising out of or relating to Downtown's performance of this Contract but only to the extent caused by any negligent act or omission of Downtown, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the services to be provided by Downtown under this contract or anyone for whose acts any of them may be liable.

9. If either party is in default under this Contract for a period of (a) ten days following receipt of this notice from the other party with respect to a default which may be cured solely by the payment of money, or (b) thirty 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 terminate this Contract.

10. This Contract may not be amended except in writing executed by both parties.

11. Any notices which are required to be given shall be in writing and delivered personally, by a reputable overnight delivery company or sent by certified mail, postage prepaid, to the following addresses:

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

With a copy to: Mark C. Piontek, Esq.
Sandberg, Phoenix & Von Gontard P.C.
1200 Jefferson Street
Washington, Missouri 63090

If to Downtown: Downtown Washington, Inc.
123 Lafayette Street
P.O. Box 144
Washington, Missouri 63090
Attn: President

Any notice given hereunder shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt

thereof is signed, or failure to accept the mailing by the addressee is noted thereon by the postal authorities.

12. If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

13. Should Downtown or the City institute any legal proceedings against the other for breach of any provisions herein contained, the prevailing party in such an action shall in addition be entitled to recover its costs and expenses from the losing party including its reasonable attorney fees.

14. This Contract supersedes and cancels all prior negotiations between the parties.

15. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; they shall all be bound jointly and severally by the terms, covenants and agreements herein.

16. The failure to enforce any particular provision of this Contract on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision.

17. This Contract shall be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

CITY OF WASHINGTON, MISSOURI

DOWNTOWN WASHINGTON, INC.

By: _____
Sandy Lucy, Mayor

By: _____

Name: _____

Title: _____

Seal:

Attest: _____
Sherri Klekamp, City Clerk



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Contract with Downtown Washington Inc.

Dear Mayor and Council,

During the 2019/20 budget review, it was determined to gradually increase the contract for services provided by Downtown Washington Inc. from \$20,000 to \$32,000 in the 2020/21 budget and to increase the amount to \$35,000 in the 2021/22 budget. These increases are based upon information provided by Downtown Washington Inc. from other Main Street programs across the State of Missouri.

In the City Council packet there will be an ordinance reflecting said increase. Staff recommends approval.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON CHAMBER OF COMMERCE A/K/A WASHINGTON AREA CHAMBER OF COMMERCE

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit I

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR AGREEMENT

This Agreement made and entered into this 3rd day of January, 2022 (the "Effective Date") by and between the **City of Washington, Missouri**, a third class city and municipal corporation of the State of Missouri (hereinafter the "City") and the **Washington Chamber of Commerce, a/k/a Washington Area Chamber of Commerce**, a Missouri benevolent corporation (hereinafter the "Chamber").

WHEREAS, Section 70.220 RSMo. authorizes political subdivisions to contract and cooperate with any private person, firm, association for the planning, development, construction, acquisition or operation of a public improvement or facility, or for a common service provided, that the subject and purposes of any such contract shall be within the scope of the powers of such political subdivision; and

WHEREAS, both the City and the Chamber both have the goal of promoting economic development within the City of Washington, Missouri; and

WHEREAS, the City employs a Community and Economic Development Director ("Director") whose duties include, but are not limited to, promoting economic development within the City of Washington, Missouri; and

WHEREAS, the City and the Chamber have agreed to share in the cost of salary and benefits for the Directors.

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

Article One — Term

The term of this Agreement shall be for a period of three (3) years commencing on the 1st day of February, 2022 and shall terminate on the 31st day of January, 2025.

Article Two — Services to be Provided

1. Chamber. The Chamber shall pay thirty percent (30%) of the base salary of the Director as determined by the City from time to time. The Chamber shall make monthly payments to the City on or before the 1st day of each month following the Effective Date.

2. City. Throughout the term of this Agreement, the City shall, at a minimum of once per year, conduct an evaluation of the Director's job performance. The performance evaluation shall be conducted by a panel consisting of the Mayor, City Administrator, President of the Washington Missouri Redevelopment Corporation, the President of the Chamber, and the Chairman of the Chamber Board of Directors.

Article Three — Reports and Supervision

The City shall submit reports to the Chamber as deemed necessary which describes the work performed by the Director. The report shall include, but not be limited to, such additional information as the Chamber may require.

Notwithstanding the foregoing, at all times during the term of this Agreement the Director shall be subject to the general superintending control of the City Administrator of the City.

Article Four — Termination for Breach

If either party shall fail to keep any of the agreements herein by him to be kept or to make any payments herein provided for, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of thirty (30) days from the receipt of said notice unless the failure of violation is corrected within said thirty (30) day period.

Article Five — Miscellaneous

(1) This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri.

(2) All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed as follows:

If to the City:
City Administrator
City of Washington
405 Jefferson Street
Washington, Missouri 63090

If to the Chamber:
Washington Chamber of Commerce
do President/CEO
323 W. Main Street
Washington, Missouri 63090

(3) This Agreement may not be modified in whole or in part except by an instrument in writing signed by the parties hereto.

(4) This Agreement shall be binding upon the parties hereto, their heirs, personal and legal representatives, successors and assigns.

In Witness Whereof, the parties hereto have affixed their hand and seal the day and year first above written.

CITY OF WASHINGTON,
MISSOURI

WASHINGTON CHAMBER OF
COMMERCE

By: _____
Sandy Lucy, Mayor

By: _____
President

Seal:

Seal:

Attest: _____
Sherri Klekamp, City Clerk

Attest: _____
Secretary



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Chamber of Commerce Agreement – Economic Development

Dear Mayor and Council,

On your agenda is a contract renewal for the Economic Development Director position. The Chamber of Commerce has historically participated with the City for the salary of this position. In 2019, the City and Chamber developed an agreement outlining the responsibilities of both agencies for a three-year term expiring in January of 2022.

City staff and Chamber representatives recently met to review the agreement and both parties recommend an additional three-year term with no changes.

Sincerely,

A handwritten signature in blue ink that reads "Darren Lamb".

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON MISSOURI TOURISM COMMISSION FOR THE PROVISION BY SAID COMMISSION OF CERTAIN ACTIVITIES PROMOTING THE SAID CITY AS A CONVENTION, VISITOR AND TOURIST CENTER

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute and enter into, on behalf of the City of Washington, Missouri, an Agreement between the said City and the Washington, Missouri Tourism Commission for the provision by the said Commission of certain activities promoting the City as a convention, visitor and tourist center. A copy of said Agreement is marked Exhibit A and is attached hereto and incorporated herein by reference as if fully set forth.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A
AGREEMENT

This Agreement made and entered into this 3rd day of January, 2022 by and between the City of Washington, Missouri, a third class city and municipal corporation of the State of Missouri (hereinafter the "City") and the Washington, Missouri Tourism Commission, a Missouri not for profit corporation (hereinafter the Commission').

WHEREAS, Section 67.1000 of the Revised Statutes of Missouri authorizes the City to impose a tax on the charges for sleeping rooms paid by the transient guests of hotels or motels situated in the City (hereinafter the "Tax"); and

WHEREAS, the proceeds of the Tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not for profit organization with whom the City has contracted and which is established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the Tax is not effective unless a proposal to authorize the City to impose the Tax is submitted to the voters of the City at an election; and

WHEREAS a majority of the qualified voters of the City of Washington, Missouri on April 6th, 1999 approved at an election called for that purpose a Tax of up to five percent on each sleeping room occupied and rented by transient guests of hotels and .motels located in the City with the proceeds to be expended for promotion of tourism; and

WHEREAS, the Commission is a Missouri not for profit corporation which has been established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the City desires to contract with the Commission for the provision by the Commission to the City of services to promote the City as a convention, visitor and tourist center and to receive from the City to pay for those services the Tax collected by the City; and

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

Article One Term

The term of this Agreement shall be for a period of three (3) years commencing on the 1st day of February, 2022 and shall terminate on the 31st day of January, 2025, Thereafter this Agreement shall automatically renew on the same terms and conditions for additional terms of one (1) year each unless written notice of termination is given by either party not less than sixty (60) days prior to the end of the then current term.

Article Two Services to be Provided

The Commission shall provide services necessary to promote the City as a convention, visitor and tourist center which may include, but not be limited to, the following:

- (1) Development and printing of brochures;
- (2) Establishing relationships and attending tourism industry convention order to make contact with bus companies, tour companies and travel agents;
- (3) Working with businesses in the City to create tourism promotions;
- (4) Advertising in such other media as appropriate and necessary to promote the City;
- (5) Maintain an office and provide staffing on such days and at such times as may be necessary to promote tourism and provide brochures of the City and the local area, information regarding the City and other items as necessary to allow visitors to acquire information and enjoy the benefits of the City; and
- (6) Engage in such other activities that promote the City as a Convention, visitor and tourist center as the City shall deem advisable from time to time,

The City shall provide:

- (1) Electric service to the Washington Passenger Depot.
- (2) Water service to the Washington Passenger Depot,
- (3) Sewer service to the Washington Passenger Depot,
- (4) Cleaning and janitorial service for the Washington Passenger Depot,
- (5) Maintenance and repairs to the Washington Passenger Depot,
- (6) Local telephone and Internet service to the west end of the Washington Passenger Depot.
- (7) Similar services at other tourism related locations as designated by the City.

Article Three Subcontractors

The Commission may subcontract such of the services required to be performed by it under Article Two hereof as the Commission may deem necessary and appropriate. Prior to subcontracting for any such services, the Commission shall obtain the written consent of the City which shall not be unreasonably withheld.

Article Four Reports

The Commission shall submit reports to the City not less than biannually which describes the work performed by the City during the previous period. The report shall include, but not be limited to, such additional information as the City may require including a statement of revenues and expenditures for the previous period.

Article Five Payments

The City shall pay the Commission for the services provided by it all of the Tax collected by the City, The payments shall be made by the City not less than quarterly. The City shall not be obligated to make any payment to the Commission until such time as the City has actually collected

the Tax, The City shall also not be obligated to pay the Commission for its services any other funds of the City regardless of the source of those funds unless expressly approved by the City.

Article Six Audit

The Commission shall keep accurate reports and other records showing in full detail the costs for which the Commission has expended the Tax. The City may examine, at any time during regular business hours, such reports and other records at the Commission's office and the Commission agrees that it will produce such records whenever required by the City. Any expense incurred by the Commission to prepare the records for audit will be at the expense of the Commission. The Commission shall include the substance of this Article in all subcontracts to be performed giving the City the right to audit the books and records pertaining to any such subcontract,,

Article Seven Insurance

During the term of this Agreement the Commission shall cause its subcontractors to maintain, insurance providing the following coverages naming the Commission and the City as additional insureds;

- (1) Worker's Compensation as required by law.
- (2) Commercial Comprehensive General Liability with limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence,
- (3) Comprehensive Automobile Liability — including owned, non-owned and hired cars, with a limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence.

Each policy shall provide for a waiver of subrogation and contain a severability of interest provision. The Commission shall cause such subcontractors to carry the insurance as required herein naming the City as an additional insured.

The Commission's subcontractors shall furnish the City with a Certificate of Insurance evidencing that such insurance is in force with companies acceptable to the City and will continue in force during the term of this Agreement. Each Certificate of Insurance shall contain a clause to the effect that the policy shall not be subject to cancellation or reduction of amounts of coverage without thirty (30) days prior written notice to the City. Any attempt by the Commission's subcontractors to cancel or modify such insurance coverage, or any failure by the Commission's subcontractors to maintain such coverage, will be a default hereunder and, upon such default, the City will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity.

Article Eight Indemnification

The Commission shall save and hold the City harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, the services performed by the Commission, or its agents, servants, subcontractors or employees, pursuant to this Agreement including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to the City, its employees agents, subcontractors or frequenters, the Commission, its employees, agents, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workmen's compensation), contractual, tort, or other liability of the City, the Commission, or any other persons, and whether

or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the City, its employees, agents, subcontractors or frequenters, the Commission, its employees, agents, subcontractors or frequenters, or any other person, Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damages loss, claims, demands and actions for trademark, copyright or patent infringement, for unfair competition or infringement of any other so called "intangible" property right, for defamation, false arrest, malicious prosecution of any other infringement of personal or property rights of any kind whatever.

The Commission's subcontractors shall at their own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions,

Article Nine Termination for Breach

If either party shall fail to keep any of the agreements herein by him to be kept or to make any payments herein provided for, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of thirty (30) days from the receipt of said notice unless the failure of violation is corrected within said thirty (30) day period.

Article Ten Miscellaneous

- (1) This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri.
- (2) All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed as follows:

If to the City: City of Washington, Missouri
Attn: Mayor
405 Jefferson Street
Washington, Missouri 63090

If to the Commission: Washington Tourism Commission
c/o City Administrator City of Washington
405 Jefferson Street
Washington, Missouri 63090

- (3) This Agreement shall not be assigned or transferred by the Commission,
- (4) This Agreement may not be modified in whole or in part except by an instrument in writing signed by the parties hereto,
- (5) This Agreement shall be binding upon the parties hereto, their heirs, personal and legal representatives, successors and assigns.

In Witness Whereof, the parties hereto have affixed their hand and seal the day and year first above written.

CITY OF WASHINGTON,
MISSOURI

WASHINGTON MISSOURI
TOURISM COMMISSION

By: _____
Sandy Lucy, Mayor

By: _____
President

Seal:

Seal:

Attest: _____
Sherri Klekamp, City Clerk

Attest: _____
Secretary



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Tourism Commission Agreement

Dear Mayor and Council,

On your agenda is a contract renewal with the Washington Tourism Commission. In addition to this agreement, the City consents to the Tourism Commission contracting with the Washington Chamber of Commerce to promote tourism (separate agreement). In 2019, the City, Washington Tourism Commission and the Chamber developed an agreement outlining the responsibilities of all parties for a three-year term expiring in January of 2022.

City staff and Chamber representatives recently met to review the agreements and recommend an additional three-year term with no changes.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE CONSENTING TO THE WASHINGTON MISSOURI TOURISM COMMISSION SUBCONTRACTING WITH THE WASHINGTON AREA CHAMBER OF COMMERCE FOR THE PROVISION BY THE CHAMBER OF COMMERCE OF CERTAIN ACTIVITIES PROMOTING THE SAID CITY AS A CONVENTION, VISITOR AND TOURIST CENTER

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

SECTION 1: The City of Washington, Missouri hereby grants its written consent to the Washington, Missouri Tourism Commission subcontracting with the Washington Area Chamber of Commerce for the provision by the Chamber of Commerce of certain activities promoting the City of Washington, Missouri as a convention, visitor and tourist center. A copy of the subcontract between the Washington Missouri Tourism Commission and the Washington Area Chamber of Commerce is marked Exhibit A and is attached hereto and incorporated herein by reference as if fully set forth.

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

SECTION 3: This ordinance shall 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

7d

Exhibit A

AGREEMENT

This Agreement made and entered into this 3rd day of January, 2022 by and between the Washington Area Chamber of Commerce, a Missouri not for profit corporation (hereinafter the "Chamber") and the Washington, Missouri Tourism Commission, a Missouri not for profit corporation (hereinafter the Commission').

WHEREAS, Section 67.1000 of the Revised Statutes of Missouri authorizes the City of Washington, Missouri (hereinafter the "City") to impose a tax on the charges for .all sleeping rooms paid by the transient guests of hotels or motels situated in the City (hereinafter the "Tax"); and

WHEREAS, the proceeds of the Tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not for profit organization with whom the City has contracted and which is established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the Tax is not effective unless a proposal to authorize the City to impose the Tax is submitted to the voters of the City at an election; and

WHEREAS a majority of the qualified voters of the City of Washington, Missouri on April 6th, 1999 approved at an election called for that purpose a Tax of up to five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City with the proceeds to be expended for promotion of tourism; and

WHEREAS, the Commission is a Missouri not for profit corporation which has been established for the purpose of promoting the City as a convention, visitor and tourist center; and

WHEREAS, the City has contracted with the Commission for the provision by the Commission to the City of services to promote the City as a convention, visitor and tourist center and to receive from the City to pay for those services the Tax collected by the City; and

WHEREAS, the Commission desires to subcontract with the Chamber for the provision by the Chamber to the Commission of services to promote the City as a convention, visitor and tourist center,

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

Article One Term

The term of this Agreement shall be for a period of three (3) years commencing on the 1st day of February, 2022 and shall terminate on the 31st day of January, 2025. Thereafter this Agreement shall automatically renew on the same terms and conditions for additional terms of one (1) year each unless written notice of termination is given by either party not less than sixty (60) days prior to the end of the then current term. Notwithstanding anything contained here to the contrary, in the event the Commission's contract with the City to provide services to promote the City as a convention, visitor and tourist center terminates for any reason then this Agreement shall also terminate on the same date as the Commission's contract with the City.

Article Two Services to be Provided

The Chamber shall provide services necessary to promote the City as a convention, visitor and tourist center which may include, but not be limited to, the following:

- (1) Development and printing of brochures;
- (2) Establishing relationships and attending tourism industry convention in order to make contact with bus companies, tour companies and travel agents;

7d

- (3) Working with businesses in the City to create tourism promotions;
- (4) Advertising in such other media as appropriate and necessary to promote the City;
- (5) Maintain an office and provide staffing at the Chamber on such days and at such times as may be necessary to promote tourism and provide brochures of the City and the local area, information regarding the City and other items as necessary to allow visitors to acquire information and enjoy the benefits of the City; and
- (6) Engage in such other activities that promote the City as a convention, visitor and tourist center as the Chamber shall deem advisable from time to time,

The Commission shall provide:

- (1) Electric service to the Washington Passenger Depot,
- (2) Water service to the Washington Passenger Depot,
- (3) Sewer service to the Washington Passenger Depot,
- (4) Cleaning and janitorial service for the Washington Passenger Depot,
- (5) Maintenance and repairs to the Washington Passenger Depot,
- (6) Local telephone and internet service to the west end of the Washington Passenger Depot.

Article Three Subcontractors

The Chamber may subcontract such of the services required to be performed by it under Article Two hereof as the Chamber may deem necessary and appropriate.

Article Four Reports

The Chamber shall submit reports to the Commission not less than biannually which describes the work performed by the Chamber during the previous period. The report shall also include a statement of revenues and expenditures for the previous period.

Article Five Payments

The Commission shall pay the Chamber for the services provided by it not less than ninety seven and one-half percent (97,5%) of the Tax collected by the City, The payments shall be made by the Commission not less than quarterly. The Commission shall not be obligated to make any payment to the Chamber until such time as the Commission has actually collected the Tax, The Commission shall also not be obligated to pay the Chamber for its services any other funds of the Commission regardless of the source of those funds unless expressly approved by the Commission and the Chamber.

Article Six Audit

The Chamber shall keep accurate reports and other records showing in full detail the costs for which the Chamber has expended the Tax. The Commission and the City may examine, at any time during regular business hours, such reports and other records pertaining to the Tax revenues and expenditures at the Chamber's office and the Chamber agrees that it will produce such records whenever required by the Commission or the City. Any expense incurred by the Chamber to prepare the records for audit will be at the expense of the Chamber. The Chamber shall include the substance of this Article in all subcontracts to be performed giving the Commission and the City the right to audit the books and records pertaining to any such subcontract.

Article Seven Insurance

During the term of this Agreement the Chamber shall maintain, and shall cause its subcontractors to maintain, insurance providing the following coverages naming the Commission and the City as additional insureds:

- (I) Worker's Compensation as required by law.

(2) Commercial Comprehensive General Liability with limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence,

(3) Comprehensive Automobile Liability — including owned, non-owned and hired cars, with a limit of not less than \$2,000,000.00 for all claims arising out of a single act or occurrence and not less than \$300,000.00 for any one person in a single accident or occurrence.

Each policy shall provide for a waiver of subrogation and contain a severability of interest provision, If the Chamber subcontracts any of the work to be perforated by it as set forth herein the Chamber shall cause such subcontractors to carry the insurance as required herein naming the Commission and the City as additional insureds.

The Chamber and its subcontractors shall furnish the Commission with a Certificate of Insurance evidencing that such insurance is in force with companies acceptable to the Commission and will continue in force during the term of this Agreement. Each Certificate of Insurance shall contain a clause to the effect that the policy shall not be subject to cancellation or reduction of amounts of coverage without thirty (30) days prior written notice to the Commission. Any attempt by the Chamber or its subcontractors to cancel or modify such insurance coverage, or any failure by the Chamber or its subcontractors to maintain such coverage, will be a default hereunder and, upon such default, the Commission will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity.

Article Eight Indemnification

The Chamber shall save and hold the Commission and the City harmless front and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out

of or are connected with, or are claimed to arise out of or be connected with, the services performed by the Chamber, or Its agents, servants, subcontractors or employees, pursuant to this Agreement including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to the Chamber, its employees agents, subcontractors or frequenters, the Commission and the City, their employees, agents, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workmen's compensation), contractual, tort, or other liability of the Chamber, the Commission, the City or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Commissions its employees, agents, subcontractors or frequenters, the City, its employees, agents, subcontractors or frequenters, or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damages loss, claims, demands and actions for trademark, copyright or patent infringement, for unfair competition or infringement of any other so called "intangible" property right, for defamation, false arrest, malicious prosecution of any other infringement of personal or property rights of any kind whatever.

The Chamber shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions,

Article Nine Termination for Breach

If either patty shall fail to keep any of the agreements herein by him to be kept or to make any payments herein provided for, the other patty may, by giving the party in default written notice,

cancel and terminate this agreement as and from the expiration of thirty (30) days from the receipt of said notice unless the failure of violation is corrected within said thirty (30) day period.

Article Ten Miscellaneous

(1) This agreement and all rights of the parties thereunder shall be governed by the laws of the State of Missouri,

(2) All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed as follows:

If to the Chamber: Washington Area Chamber of Commerce
Attn: Executive Vice President
323 W. Main Street
Washington, Missouri 63090

if to the Commission: Washington Tourism Commission
c/o City Administrator City of Washington
405 Jefferson Street
Washington, Missouri 63090

(3) This Agreement shall not be assigned or transferred by the Chamber,

(4) This Agreement may not be modified in whole or in part except by an instrument in writing signed by the parties hereto,

(5) This Agreement shall be binding upon the parties hereto, their heirs, personal and legal representatives, successors and assigns,

In Witness Whereof, the parties hereto have affixed their hand and seal the day and year first above written,

WASHINGTON AREA
CHAMBER OF COMMERCE

WASHINGTON MISSOURI
TOURISM COMMISSION

By: _____
President

By: _____
President

Seal:

Seal:

Attest: _____
Secretary

Attest: _____
Secretary



December 30, 2021

Honorable Mayor and City Council
Washington, MO

Re: Renewal of Tourism Commission Agreement

Dear Mayor and Council,

On your agenda is a contract renewal with the Washington Tourism Commission. In addition to this agreement, the City consents to the Tourism Commission contracting with the Washington Chamber of Commerce to promote tourism (separate agreement). In 2019, the City, Washington Tourism Commission and the Chamber developed an agreement outlining the responsibilities of all parties for a three-year term expiring in January of 2022.

City staff and Chamber representatives recently met to review the agreements and recommend an additional three-year term with no changes.

Sincerely,

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
DJD ENTERPRISES, LLC

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 Deed by and between the City of Washington, Missouri and DJD Enterprises, LLC 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 Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between DJD Enterprises, LLC, whose address is 6692 State Road YY, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**, **A Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of Fair Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the temporary construction easement.

The **Grantors** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantors** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to

said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** has executed these presents the day and year first above written.

GRANTOR

By:

DJJ Enterprises, LLC
Brian J. Van Booven

GRANTEE

Sandy Lucy, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2022, before me personally appeared Brian J. Van Booven, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2022, before me personally appeared Sandy Lucy, who being by me duly sworn did say that she is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Sandy Lucy acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

EXHIBIT A

City of Washington, Fourth Street driveway
December 2021

Description: Address 111 West Fourth Street
Temporary Construction Easement

A tract of land being Designer Threads Part of Lots 1 and 2 of Block 6 of Mary A Norths Addition to the City of Washington at 111 West Fourth Street, according to document number 1211489 in the Office of the Franklin County Recorder of Deeds, being part of the Northeast Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri to wit:

A strip of land 15 feet in width beginning 45.0 feet west of the southeast property corner along the north line of Fourth Street thence eastwardly along the north line Fourth Street 45.0 feet, thence northwardly along the west line of Lafayette Street 45.0 feet to its termination containing 1,130.0 square feet. Subject to any and all easement, restrictions, conditions, etc. of record.



December 28, 2021

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

RE: Fourth and Fair Street Overlay Project
Easement Ordinance and Deed at 111 West Fourth Street

Dear Mayor and City Council Members:

Find attached for your review and approval a temporary construction easement (TCE) ordinance for 111 West Fourth Street. The project is expanding in scope to include additional driveway work at this location and a TCE is required and is being donated by the property owner.

The project's sidewalk construction will require improved grade transitions beyond the original scope of work. Additionally the property owner voiced concern about the existing parking lot and how it may be affected. It was determined that now is the time to make modifications. The City proposes to enter into a 50/50 cost share with the property owner to include additional driveway work to address their concerns as well. The property owner will be responsible for \$1,984.00 (half of 426.7 sf @ \$9.30/sf), payable to the City once the work is complete. Please see attached signed agreement with property owner.

Please refer to the map attachment which indicates the location of this property and TCE.

Respectfully submitted,

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



December 27, 2021

DJD Enterprises LLC
111 West Fourth Street
Washington, MO 63090

RE: Fourth and Fair Street Overlay Project, Entrance Improvements

Dear Mr. Van Booven:

As discussed onsite, the City wants to ensure satisfaction with the work being done on the current subject project. We also need to ensure ADA compliance. You voiced concern about your existing parking lot and how it may/may not be affected, and we agree that now is the time to make any modifications / improvements.

The City measured the existing concrete slabs on your parking lot and they are 6" thick. We propose to have our contractor remove and replace full slabs to improve grade transitions. This will result in a change order on the City's current contract. Obviously, we see mutual benefit, and we propose a 50/50 split on the cost for your driveway along Fourth Street. We anticipate that cost to total \$3,968.00 (426.7 sf @ \$9.30 sf). You would be responsible for \$1,984.00, payable to the City once the work is complete.

Please review, and sign below if this is acceptable.

Sincerely,

John Nilges, P.E.
Public Works Director

I agree to the herein described proposal.

By: Brian Van Booven
Brian J. Van Booven, DJD Enterprises, LLC
Date: 12-28-21

I do not agree with the herein described proposal.

By: _____
Brian J. Van Booven, DJD Enterprises, LLC
Date: _____



111 Fourth Street

Lot PT1 & PT2 Block 6 of
Mary A Norths Addition
Subdivision

Existing Lot
0.18 Acres

TCE 15' Width
(1130 SF)

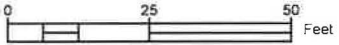
120'

15' Wide
Temporary
Construction
Easement

66

45.0

45.0



111 Fourth Street Right-of-Way Exhibit



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM ALEX AIR APPARATUS AND TO APPROVE THE PURCHASE OF A HURST HYDRAULIC COMBI EXTRICATION TOOL

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 Alex Air Apparatus in an amount totaling Eleven Thousand Seven Hundred and Sixty Dollars (\$11,760.00) for the purchase of a Hurst Hydraulic Combi Extrication Tool with 2 Batteries and 1 Charger. A copy of said bid is marked as Exhibit A and is attached hereto and incorporated herein by reference.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: orders@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
11/17/2021	

BILL TO
Washington Community Fire District Washington, Missouri

SHIP TO
Billy

S.O. #	Promise Date	Terms	Sales Rep
		N30	Billy Hurt

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
1	ORDER	273223000-9	Hurst eDraulic SC358EWXT Combination Tool Package with (2) Batteries & (1) Charger	\$11,700.00	\$11,700.00

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX	SHIPPING: \$60.00
*FREIGHT PREPAID & ADDED	Tax Rate SUB: \$11,700.00
*F.O.B SHIPPING POINT	TAX:
*THIS IS NOT AN INVOICE	TOTAL: \$11,760.00

 Authorized Signature of Approval

7f



City of Washington Fire Department
200 E. Fourteenth Street, Washington, MO 63090

www.washmofire.org

Phone 636-390-1020 www.washmo.gov

Professional Volunteer Service Since 1852



December 28, 2021

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

RE: Extrication Tool

Dear Honorable Mayor and City Council:

Attached you will find an ordinance to move forward with the purchase of a battery operated extrication tool. This is an expense item in the 2021/22 annual budget.

Bids were received from Sentinel Emergency Solutions from St. Louis County and Alex Air Apparatus from Alexandria, Minnesota. The bids were the same for both bidders. Alex Air Apparatus has a sales representative located in Jefferson City, MO that has provided stellar service for the Hurst vehicle extrication equipment for quite some time. Alex Air Apparatus is recommended as the vendor based on the relationship as the extrication tool service provider.

The bid for a Hurst hydraulic combination spreader/cutter extrication tool including two batteries and charger for \$11,760.00. This is the department's third such tool added to the fleet to expand the rescue capabilities.

This is a budgeted item in the fire department capital budget. It is below the \$12,000 that was budgeted for this item. The Hurst tool will match the other two we currently own and operate in our fleet.

If you have any questions, please let me know.

Respectfully,

A handwritten signature in blue ink that reads 'Tim Frankenberg'.

Tim Frankenberg, CFPS, CSP
Fire Chief

CITY OF WASHINGTON
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

Previous Years 1970-2000 Total:		\$ 36,121,362.69			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-Present	1,306,597.51
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		
TOTAL COLLECTIONS TO DATE:				\$ 116,728,238.88	

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 351,136.59	\$ 361,698.16	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	17.22%
NOVEMBER	282,896.65	251,010.14	273,682.85	325,999.08	337,510.28	329,477.61	-2.38%
DECEMBER	364,857.35	567,111.05	406,617.65	400,738.68	448,383.63	522,976.40	16.64%
JANUARY	430,566.40	355,065.45	428,005.85	420,055.36	430,457.12		
FEBRUARY	354,592.09	440,931.59	363,771.00	417,204.79	396,723.58		
MARCH	397,064.44	432,715.60	444,964.47	417,215.47	468,305.25		
APRIL	322,468.20	354,143.36	387,311.51	365,080.95	387,138.97		
MAY	316,300.94	296,545.56	300,584.29	358,920.74	385,747.95		
JUNE	360,109.32	368,699.52	456,577.00	401,315.24	514,849.48		
JULY	488,884.69	499,689.10	420,349.19	442,261.53	462,011.90		
AUGUST	290,449.04	311,169.75	322,712.79	372,615.14	396,711.64		
SEPTEMBER	395,182.14	464,286.39	465,772.42	518,477.31	523,081.81		
TOTALS:	\$ 4,354,507.85	\$ 4,703,065.67	\$ 4,612,283.40	\$ 4,787,670.81	\$ 5,138,337.05	\$ 1,306,597.51	

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

11.36%

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

1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$	4,111,148.43
EXPIRED: 06-30-02	1994-2002		9,410,782.24
EXPIRED: 06-30-10	2002-2010		13,334,617.88
EXPIRED: 06-30-18	2010-2018		15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$	8,560,017.05
TOTAL COLLECTIONS TO DATE:			<u>\$ 51,391,583.96</u>

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 175,568.60	\$ 180,849.11	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	17.22%
NOVEMBER	141,448.41	125,504.75	136,841.76	162,999.67	168,755.25	164,738.68	-2.38%
DECEMBER	182,428.48	283,555.71	203,310.25	200,369.28	224,192.00	261,488.24	16.64%
JANUARY	215,283.32	177,532.58	214,002.88	210,027.68	215,228.64		
FEBRUARY	177,296.22	220,465.78	181,885.56	208,602.53	198,361.30		
MARCH	198,532.64	216,358.10	222,481.70	208,607.73	234,152.34		
APRIL	161,234.31	177,071.76	193,656.33	182,540.31	193,569.47		
MAY	158,150.75	148,272.80	150,291.55	179,460.29	192,873.68		
JUNE	180,054.89	184,317.16	228,288.80	200,657.51	257,424.63		
JULY	244,442.58	249,844.82	210,175.01	221,130.97	231,006.12		
AUGUST	145,224.55	155,584.67	161,356.40	186,307.76	198,355.48		
SEPTEMBER	197,591.18	232,141.66	232,886.54	259,238.60	261,541.37		
TOTALS	\$ 2,177,255.93	\$ 2,351,498.90	\$ 2,306,143.70	\$ 2,393,835.48	\$ 2,569,168.07	\$ 653,298.65	

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

80.24%

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

7.40%

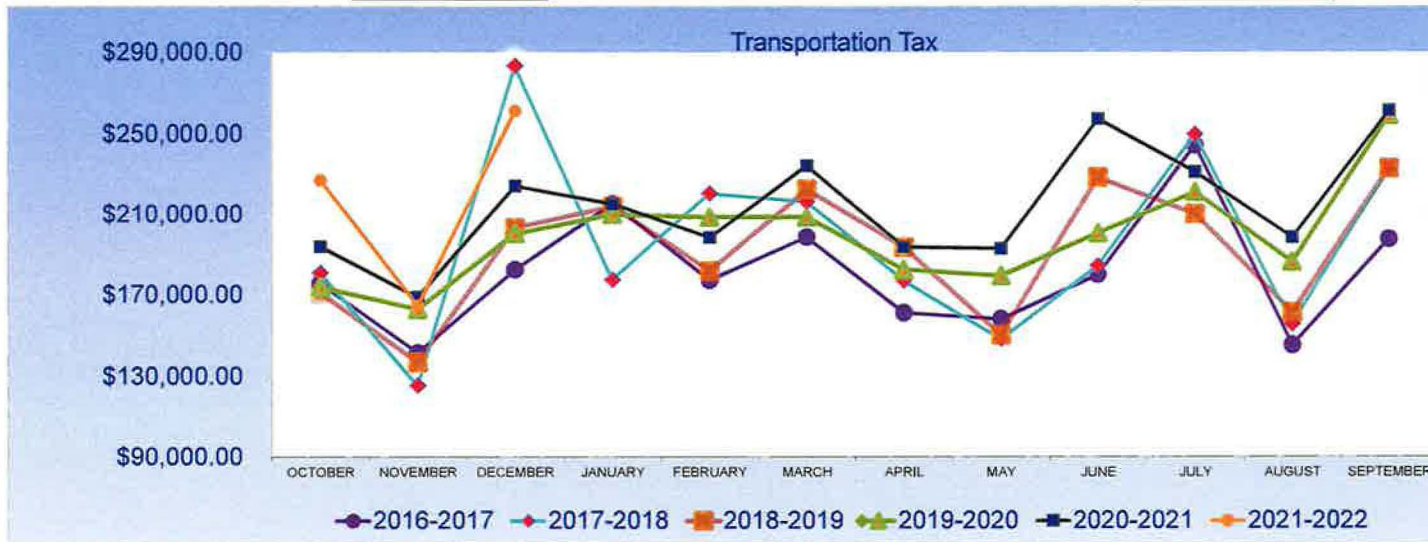
1/2 % TRANSPORTATION SALES TAX

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 175,568.24	\$ 180,849.11	\$ 170,946.23	\$ 173,893.15	\$ 193,707.83	\$ 227,070.97	17.22%
NOVEMBER	141,448.18	125,504.37	136,840.50	162,999.68	168,755.33	164,738.72	-2.38%
DECEMBER	182,428.60	283,555.44	203,308.99	200,369.28	224,192.04	261,488.24	16.64%
JANUARY	215,283.62	177,532.58	214,002.88	210,027.78	215,228.70		
FEBRUARY	177,296.07	220,465.13	181,885.52	208,602.55	198,361.35		
MARCH	198,532.25	216,358.08	222,481.85	208,607.77	234,152.35		
APRIL	161,234.08	177,071.74	193,656.25	182,540.19	193,569.46		
MAY	158,108.05	148,272.79	150,291.51	179,460.32	192,873.68		
JUNE	180,054.85	184,349.74	228,288.78	200,657.52	257,424.62		
JULY	244,442.69	249,844.78	210,175.04	221,130.96	231,006.14		
AUGUST	145,224.71	155,584.64	161,355.80	186,307.86	198,355.50		
SEPTEMBER	197,591.24	232,142.98	232,886.52	259,238.63	261,541.35		
TOTALS	\$ 2,177,212.58	\$ 2,351,531.38	\$ 2,306,119.87	\$ 2,393,835.69	\$ 2,569,168.35	\$ 653,297.93	

COLLECTIONS 2005 TO PRESENT: **\$29,653,890.46**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **80.24%**

FISCAL YEAR END PERCENTAGE (POS- OCTOBER TO SEPTEMBER)
Shown Once A Year on November Report. **7.40%**

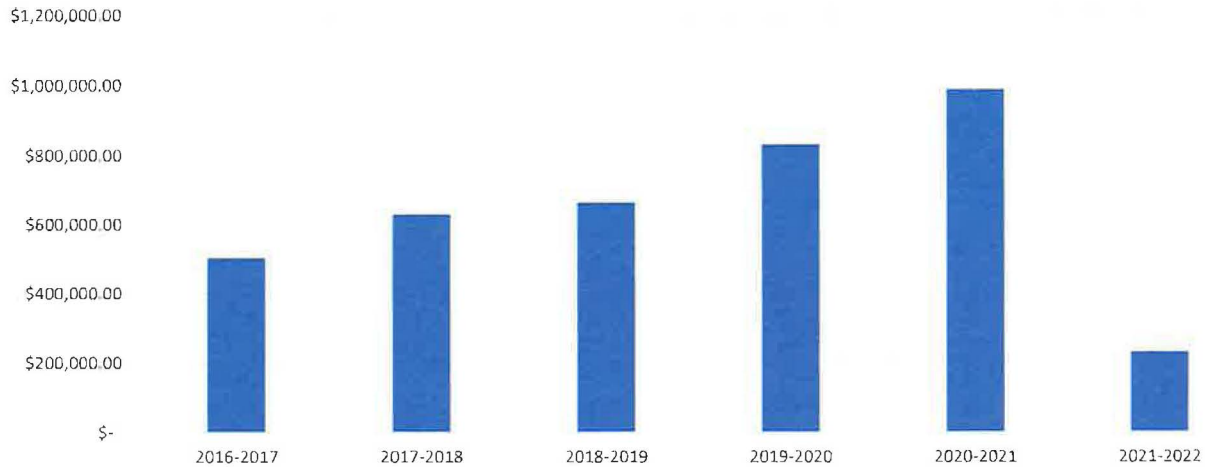


LOCAL OPTION USE TAX

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 28,227.67	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	3.97%
NOVEMBER	36,285.79	17,632.77	48,613.78	56,442.98	77,752.19	75,696.93	-2.64%
DECEMBER	35,826.94	48,045.68	49,662.96	53,993.39	65,391.95	81,034.55	23.92%
JANUARY	43,418.60	48,211.95	68,775.33	39,958.65	69,783.79		
FEBRUARY	54,384.99	95,271.61	73,271.71	63,549.19	112,976.86		
MARCH	47,389.11	76,542.59	79,877.50	81,178.43	104,092.21		
APRIL	37,427.52	47,032.55	54,168.57	51,201.38	83,105.78		
MAY	38,570.02	49,331.34	45,391.56	117,142.50	70,120.42		
JUNE	41,187.44	51,751.76	51,449.73	94,813.67	73,348.19		
JULY	40,613.94	73,096.59	42,197.49	76,691.07	63,309.11		
AUGUST	36,992.97	54,048.00	53,911.53	82,028.64	89,259.01		
SEPTEMBER	63,977.54	57,105.98	62,998.22	79,946.63	109,517.43		
TOTAL	\$ 504,302.53	\$ 630,152.51	\$ 664,542.96	\$ 832,447.39	\$ 989,207.80	\$ 230,080.83	

COLLECTIONS 1998 TO PRESENT: **\$ 10,034,848.58**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR
OCTOBER TO PRESENT: **55.14%**





Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	15,439,790.00	15,439,790.00	612,024.58	1,520,699.52	-13,919,090.48	90.15%
Expense	17,096,945.00	17,192,745.00	924,531.56	4,586,597.52	12,606,147.48	73.32%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-1,657,155.00	-1,752,955.00	-312,506.98	-3,065,898.00	-1,312,943.00	-74.90%
Fund: 003 - LIBRARY FUND						
Revenue	798,350.00	798,350.00	3,139.69	8,241.05	-790,108.95	98.97%
Expense	858,830.00	858,830.00	42,104.48	136,792.48	722,037.52	84.07%
Fund: 003 - LIBRARY FUND Surplus (Deficit):	-60,480.00	-60,480.00	-38,964.79	-128,551.43	-68,071.43	-112.55%
Fund: 004 - VOLUNTEER FIRE FUND						
Revenue	867,180.00	867,180.00	655.23	803.14	-866,376.86	99.91%
Expense	1,032,580.00	1,124,505.00	34,720.55	178,038.00	946,467.00	84.17%
Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):	-165,400.00	-257,325.00	-34,065.32	-177,234.86	80,090.14	31.12%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenue	622,000.00	622,000.00	0.00	0.00	-622,000.00	100.00%
Expense	1,352,900.00	1,539,255.00	7,705.00	20,916.66	1,518,338.34	98.64%
Fund: 010 - VEHICLE & EQUIPMENT REPLACEMENT FUND Surplus (Deficit):	-730,900.00	-917,255.00	-7,705.00	-20,916.66	896,338.34	97.72%
Fund: 250 - STORMWATER IMPROVEMENT FUND						
Revenue	1,012,000.00	1,012,000.00	75,696.93	149,046.28	-862,953.72	85.27%
Expense	1,755,320.00	1,855,320.00	17,821.32	461,610.23	1,393,709.77	75.12%
Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):	-743,320.00	-843,320.00	57,875.61	-312,563.95	530,756.05	62.94%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND						
Revenue	3,574,875.00	3,574,875.00	155,518.93	365,572.12	-3,209,302.88	89.77%
Expense	4,490,750.00	5,496,260.00	44,717.50	324,180.75	5,172,079.25	94.10%
Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):	-915,875.00	-1,921,385.00	110,801.43	41,391.37	1,962,776.37	102.15%
Fund: 261 - TRANSPORTATION SALES TAX FUND						
Revenue	4,002,875.00	4,002,875.00	205,270.44	419,589.88	-3,583,285.12	89.52%
Expense	4,067,300.00	4,419,310.00	40,948.37	190,182.88	4,229,127.12	95.70%
Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):	-64,425.00	-416,435.00	164,322.07	229,407.00	645,842.00	155.09%
Fund: 265 - COP FUND						
Revenue	1,836,300.00	3,169,670.00	0.00	0.00	-3,169,670.00	100.00%
Expense	2,046,000.00	2,046,000.00	0.00	0.00	2,046,000.00	100.00%
Fund: 265 - COP FUND Surplus (Deficit):	-209,700.00	1,123,670.00	0.00	0.00	-1,123,670.00	100.00%
Fund: 272 - DOWNTOWN TIF RPA-1						
Revenue	295,000.00	295,000.00	0.00	185.34	-294,814.66	99.94%
Expense	426,600.00	430,600.00	0.00	0.00	430,600.00	100.00%
Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):	-131,600.00	-135,600.00	0.00	185.34	135,785.34	100.14%
Fund: 274 - RHINE RIVER TIF RPA-2						
Revenue	132,200.00	132,200.00	0.00	0.08	-132,199.92	100.00%
Expense	132,000.00	139,000.00	0.00	0.00	139,000.00	100.00%
Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):	200.00	-6,800.00	0.00	0.08	6,800.08	100.00%
Fund: 400 - WATER FUND						
Revenue	1,976,965.00	1,976,965.00	164,787.67	344,215.42	-1,632,749.58	82.59%
Expense	3,854,650.00	4,047,025.00	98,368.10	190,395.77	3,856,629.23	95.30%
Fund: 400 - WATER FUND Surplus (Deficit):	-1,877,685.00	-2,070,060.00	66,419.57	153,819.65	2,223,879.65	107.43%
Fund: 410 - SEWAGE TREATMENT FUND						
Revenue	2,950,000.00	2,950,000.00	224,079.20	449,272.50	-2,500,727.50	84.77%
Expense	5,281,535.00	5,706,535.00	113,816.58	209,832.45	5,496,702.55	96.32%
Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):	-2,331,535.00	-2,756,535.00	110,262.62	239,440.05	2,995,975.05	108.69%

Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 420 - SOLID WASTE FUND						
Revenue	3,036,400.00	3,036,400.00	128,125.23	320,568.94	-2,715,831.06	89.44%
Expense	2,978,660.00	2,978,660.00	179,290.32	354,721.19	2,623,938.81	88.09%
Fund: 420 - SOLID WASTE FUND Surplus (Deficit):	57,740.00	57,740.00	-51,165.09	-34,152.25	-91,892.25	159.15%
Report Surplus (Deficit):	-8,830,135.00	-9,956,740.00	65,274.12	-3,075,073.66	6,881,666.34	69.12%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-1,657,155.00	-1,752,955.00	-312,506.98	-3,065,898.00	-1,312,943.00
003 - LIBRARY FUND	-60,480.00	-60,480.00	-38,964.79	-128,551.43	-68,071.43
004 - VOLUNTEER FIRE FUND	-165,400.00	-257,325.00	-34,065.32	-177,234.86	80,090.14
010 - VEHICLE & EQUIPMENT REPLA	-730,900.00	-917,255.00	-7,705.00	-20,916.66	896,338.34
250 - STORMWATER IMPROVEMEN'	-743,320.00	-843,320.00	57,875.61	-312,563.95	530,756.05
260 - CAPITAL IMPROVEMENT SALE:	-915,875.00	-1,921,385.00	110,801.43	41,391.37	1,962,776.37
261 - TRANSPORTATION SALES TAX	-64,425.00	-416,435.00	164,322.07	229,407.00	645,842.00
265 - COP FUND	-209,700.00	1,123,670.00	0.00	0.00	-1,123,670.00
272 - DOWNTOWN TIF RPA-1	-131,600.00	-135,600.00	0.00	185.34	135,785.34
274 - RHINE RIVER TIF RPA-2	200.00	-6,800.00	0.00	0.08	6,800.08
400 - WATER FUND	-1,877,685.00	-2,070,060.00	66,419.57	153,819.65	2,223,879.65
410 - SEWAGE TREATMENT FUND	-2,331,535.00	-2,756,535.00	110,262.62	239,440.05	2,995,975.05
420 - SOLID WASTE FUND	57,740.00	57,740.00	-51,165.09	-34,152.25	-91,892.25
Report Surplus (Deficit):	-8,830,135.00	-9,956,740.00	65,274.12	-3,075,073.66	6,881,666.34