

**MINUTES OF THE BOARD OF PUBLIC WORKS**  
**Tuesday, December 28, 2021**

The Regular Meeting of the Board of Public Works held on December 28, 2021 at 7:30 a.m. in the City Council Chambers located at 405 Jefferson Street, Washington, Missouri. The following were present/absent:

**MEMBERS:**

Chairman	John Vietmeier	Present
Member	Brad Mitchell	Present
Member	Mike Radetic	Present
Member	Steve Richardson	Present
Ex-officio Member	Steve Strubberg	Absent
Ex-officio Member	Vacant	--

**OTHERS:**

Council Representative	Steve Sullentrup	Absent
Council Representative	Mark Wessels	Present
Mayor	Sandy Lucy	Absent
City Administrator	Darren Lamb	Absent
Water/Wastewater Superintendent	Kevin Quaethem	Present
Water/Wastewater Secretary	Beverly Hoyt	Present
Public Works Director	John Nilges	Absent
Assistant City Engineer	Andrea Lueken	Absent
Emergency Management Director	Mark Skornia	Absent
Fire Chief	Tim Frankenberg	Absent

**Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the Public Works Department for one year. Video/DVD and audio tapes are kept only until the minutes have been approved for the meeting. DVD copies of this meeting are distributed to Board Members if requested.**

**Minutes**

A motion made by Mr. Mitchell and seconded by Mr. Radetic to approve the minutes from the regular November 23, 2021 meeting. The motion passed without dissent.

## Priority Items

There are no priority items.

## Wastewater

Midwest Infrastructure Coatings – This Company comes in behind the slip-lining project and sprays and lines our manholes. We went out last year for a demonstration of the product. This is a continuation of what we are doing to help alleviate some of the I&I. We have a partial payment for the project. Insituform had to pull off at this time. We found there were some sections of pipe that either collapsed or had issues. We will have to dig up and repair or do spot repairs. We are in that phase right now. We are trying to get all the current bills caught up. Once we are done with our part, which is about seven (7) spots we need to work on. We will be putting many holes in the ground. If we do not start this week we will definitely start the following week, once locates are finished.

A motion made by Mr. Mitchell and second by Mr. Richardson to move this forward to Council. All in favor aye, all oppose none. The motion passed without dissent.

Everyone is aware that we are testing for COVID viruses that seem to continue in the Wastewater. We have been doing testing since about March 2021, we take samples every week. You may have seen this in the newspaper, if you got the electronic Emissourian update this morning. You would see that the Omicron variant is now in Washington wastewater. We are always going to have it; this is what is happening now. We just want to let you know the Omicron virus is in Washington wastewater. Testing will continue and we will do what we can. We use all the safety procedures that we can when we are working with wastewater. I talked with Mark Skornia about it and he seems to think it is not the true virus that is actually in the wastewater; it is just an indicator like a marker that the virus is there not like a raw virus floating around in the wastewater. So we do still take precautions, you never know, but this is what we are hearing. I have found no other information.

We get an email every week after the test results and what the numbers are, right now it's a 1.82%, some of the other communities that are testing are up in the number of like 69 point something percent. We are very low in the markers right now as to other communities.

Is testing done prior to treatment? Yes, we take a sample right out of the influent wet well. We actually put a 24-hour composite sampler that draws about a gallon of waste into it and then Gary at the treatment plant puts them in little vials. The newspaper said we do a gallon and a half. We do not send a gallon and a half off, we send the three (3) vials and they test out of those.

Do they test post treated? No, we do not, it would be nice to see how far it goes through the treatment but no. It is an indicator that it is in the community. We will continue to do this until DNR says we are done. There is no inconvenience on us. We drop the samples off at the health department. There is no cost to be a part of the information gathering.

**Water**

We have a Cochran bill from the water tower painting project. This is recommended for payment by staff. Current is \$13,200.00 and we are about half way complete. It is actually for the inspection while they are doing the painting. This is for the inspection of the Clay Street tower. The rest of the balance will carry over to Enduro.

A motion made by Mr. Richardson and second by Mr. Mitchell for approval. All in favor aye, all oppose none. The motion passed without dissent.

The water line over by the cement plant has not been replaced as of yet. It is still in the works. With the situation on the wastewater side because our crews both water and wastewater work together in order to do the work. We do not have enough water people to just do water. They work together right now to get the wastewater work done. When we are finished, we will move back to the water line. The water line will stay on the board until we get it replaced.

We have the Board of Public Works Meetings scheduled for the 2022 year, if you could look this over and see if anything might be a problem. There were some that changed a little bit due to the use of the Council Chambers but I think it will work.

Any other discussion – None.

**Next Scheduled Meeting Date**

The next scheduled meeting date is Tuesday, January 25, 2022.

**Adjourn**

There being no further business the meeting adjourned on a motion by Mr. Richardson and seconded by Mr. Mitchell. All in favor aye, those oppose, none. We are adjourned.



Prepared by: \_\_\_\_\_  
Beverly Hoyt  
Water/Wastewater Secretary

Adopted and Approved by the Board of Public Works:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Secretary

# Memo

**To:** Board of Public Works  
**From:** Kevin Quaethem, Water and Wastewater Superintendent  
**Date:** 1/21/2022  
**Re:** Insituform Technologies USA, LLC. - Pay Request #2

Attached is Pay Request #2, in the amount of \$191,552.06 from Insituform Technologies USA, LLC. for the City of Washington. Payment is recommended and the status is summarized below:

<u>Description</u>		<u>Contract Amount</u>
Contract Amount		\$544,939.20
Pay Request #1		\$ 49,666.76
Pay Request #2		\$191,552.06
<hr/>		
<b>Pay Request #2</b>	<b>\$191,552.06</b>	<b>\$191,552.06</b>
Remaining Balance		<b>\$303,720.38</b>

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 John Vietmeier, Board of Public Works Chairman



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PLEASE REMIT BY CHECK TO :  
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P.O. BOX 74008440  
CHICAGO, IL 60474-8440

PLEASE REMIT BY ACH TO :  
INSITUFORM TECHNOLOGIES LLC  
BANK OF AMERICA MERRILL LYNCH  
ROUTING: 111000012  
SWIFT: BOFAUS3N  
ACCOUNT: 003750825891

PAGE : 1 of 5  
DATE : 11/30/2021  
ESTIMATE :  
INVOICE # 671298  
CUSTOMER PO :  
JOB NUMBER : 102852  
PAYMENT TERMS : Net 30 Days  
FEDERAL ID : 13-3032158

BILL TO:  
CITY OF WASHINGTON  
PUBLIC WORKS DEPARTMENT  
405 JEFFERSON STREET  
WASHINGTON, MO 63090

CONTRACT : 6"SANIT.&36"STORM CIPP,FY2021  
PROJECT: WASHINGTON MO,FY2021,REV 1

ITEM NO	DESCRIPTION OF WORK	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
01	Mobilization	1.00	LS	30,000.00	30,000.00	1.00	30,000.00	1.00	30,000.00
02	Clean and TV 6"	14,103.00	LF	3.90	55,001.70	0.00	0.00	11,472.00	44,740.80
03	Clean and TV 36"	342.00	LF	20.00	6,840.00	0.00	0.00	342.00	6,840.00
04	MH 1 to MH 2 to MH 3 6"	176.00	LF	34.75	6,116.00	0.00	0.00	0.00	0.00
05	MH 3 to MH 4 6"	319.00	LF	25.75	8,214.25	0.00	0.00	0.00	0.00
06	MH 4 to MH 5 6"	167.00	LF	34.75	5,803.25	0.00	0.00	0.00	0.00
07	MH 3 to MH 6 6"	424.00	LF	23.00	9,752.00	0.00	0.00	0.00	0.00
08	MH 6 to MH 7 to MH 8 6"	399.00	LF	23.00	9,177.00	0.00	0.00	0.00	0.00
09	MH 8 to MH 9 to MH 10 6"	270.00	LF	28.50	7,695.00	0.00	0.00	0.00	0.00
10	MH 10 to MH 11 6"	460.00	LF	23.50	10,810.00	0.00	0.00	0.00	0.00
11	MH 11 to MH 12 6"	323.00	LF	27.00	8,721.00	329.00	8,883.00	329.00	8,883.00
12	MH 13 to MH 14 to MH 15 6"	339.00	LF	24.75	8,390.25	0.00	0.00	0.00	0.00
13	MH 15 to MH 16 to MH 17 6"	313.00	LF	25.75	8,059.75	0.00	0.00	0.00	0.00
14	MH 17 to MH 18 to End 6"	500.00	LF	23.50	11,750.00	0.00	0.00	0.00	0.00

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		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
15	MH 17 to MH 19 6"	696.00	LF	21.25	14,790.00	0.00	0.00	0.00	0.00
16	MH 17 to MH 20 6"	319.00	LF	26.25	8,373.75	0.00	0.00	0.00	0.00
17	MH 20 to MH 21 6"	508.00	LF	22.50	11,430.00	341.00	7,672.50	341.00	7,672.50
18	MH 20 to MH 22 6"	531.00	LF	23.50	12,478.50	480.00	11,280.00	480.00	11,280.00
19	MH 22 to MH 23 6"	236.00	LF	30.50	7,198.00	0.00	0.00	0.00	0.00
20	MH 23 to MH end 6"	131.00	LF	42.25	5,534.75	0.00	0.00	0.00	0.00
21	MH 20 to MH 24 6"	300.00	LF	27.00	8,100.00	308.00	8,316.00	308.00	8,316.00
22	MH 24 to MH 25 6"	362.00	LF	24.75	8,959.50	365.00	9,033.75	365.00	9,033.75
23	MH 25 to MH 26 6"	392.00	LF	24.75	9,702.00	404.00	9,999.00	404.00	9,999.00
24	MH 26 to MH 27 6"	390.00	LF	24.75	9,652.50	0.00	0.00	0.00	0.00
25	MH 27 to MH 28 6"	363.00	LF	25.25	9,165.75	0.00	0.00	0.00	0.00
26	MH 101 to MH 102 6"	423.00	LF	24.00	10,152.00	0.00	0.00	0.00	0.00
27	MH 102 to MH 103 6"	388.00	LF	24.75	9,603.00	0.00	0.00	0.00	0.00
28	MH 102 to MH 104 to MH 106 6"	421.00	LF	23.00	9,683.00	0.00	0.00	0.00	0.00

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		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
29	MH 104 to MH 105 6"	275.00	LF	28.50	7,837.50	0.00	0.00	0.00	0.00
30	MH 106 to MH 107 to MH 108 6"	252.00	LF	30.50	7,686.00	0.00	0.00	0.00	0.00
31	MH 108 to MH 109 to MH end 6"	329.00	LF	24.75	8,142.75	0.00	0.00	0.00	0.00
32	MH 106 to MH 110 to MH 113 6"	380.00	LF	24.75	9,405.00	0.00	0.00	0.00	0.00
33	MH 110 to MH 111 to MH 112 6"	261.00	LF	28.50	7,438.50	0.00	0.00	0.00	0.00
34	MH 113 to MH 114 6"	170.00	LF	34.75	5,907.50	0.00	0.00	0.00	0.00
35	MH 114 to MH 115 6"	207.00	LF	33.50	6,934.50	0.00	0.00	0.00	0.00
36	MH 115 to MH 116 to MH 117 6"	154.00	LF	42.00	6,468.00	0.00	0.00	0.00	0.00
37	MH 117 to MH 118 to MH 119 6"	223.00	LF	32.50	7,247.50	0.00	0.00	0.00	0.00
38	MH 28 to MH end 6"	253.00	LF	31.00	7,843.00	226.00	7,006.00	226.00	7,006.00
39	MH 114 to MH 120 6"	257.00	LF	31.00	7,967.00	253.00	7,843.00	253.00	7,843.00
40	MH 120 to MH 11 6"	538.00	LF	23.50	12,643.00	0.00	0.00	0.00	0.00
41	MH 121 to MH 122 6"	221.00	LF	32.50	7,182.50	235.00	7,637.50	235.00	7,637.50
42	MH 12 to MH end 6"	219.00	LF	32.50	7,117.50	235.00	7,637.50	235.00	7,637.50

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		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
43	MH 121 to MH 123 6"	493.00	LF	24.00	11,832.00	0.00	0.00	0.00	0.00
44	MH 124 to MH 125 6"	236.00	LF	30.50	7,198.00	0.00	0.00	0.00	0.00
45	MH 126 to MH end south 6"	349.00	LF	24.75	8,637.75	0.00	0.00	0.00	0.00
46	MH 126 to MH end north 6"	136.00	LF	42.50	5,780.00	0.00	0.00	0.00	0.00
47	MH 101 to MH 102 to Mh 103 36"	342.00	LF	173.00	59,166.00	0.00	0.00	0.00	0.00
48	Pull strap	14,103.00	LF	0.75	10,577.25	2,697.00	2,022.75	2,697.00	2,022.75
49	Protruding Tap Trimming (If Ne	2.00	EA	350.00	700.00	3.00	1,050.00	5.00	1,750.00
50	Bond	1.00	LS	10,075.00	10,075.00	1.00	10,075.00	1.00	10,075.00
CO1.11	Add MH 6 to MH 7 to MH 8 10"	403.00	LF	33.00	13,299.00	403.00	13,299.00	403.00	13,299.00
CO1.13	Add MH 8 to MH 9 to MH 10 8"	303.00	LF	42.50	12,877.50	0.00	0.00	0.00	0.00
CO1.2	Add MH 1 to MH 2 12"	18.00	LF	315.00	5,670.00	0.00	0.00	0.00	0.00
CO1.26	Add MH 20 to MH 24 8"	308.00	LF	29.75	9,163.00	0.00	0.00	0.00	0.00
CO1.28	Add MH 24 to MH 25 8"	365.00	LF	29.25	10,676.25	0.00	0.00	0.00	0.00
CO1.3	Add MH 2 to MH 3 10"	150.00	LF	54.75	8,212.50	150.00	8,212.50	150.00	8,212.50

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		QUANTITY	UNIT	UNIT PRICE	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT		
CO1.36	Add MH 106 to MH 107 8"	221.00	LF	33.50	7,403.50	0.00	0.00	0.00	0.00		
CO1.38	Add MH 108 to MH 109 to MH en	340.00	LF	29.25	9,945.00	0.00	0.00	0.00	0.00		
CO1.40	Add MH 106 to MH 110 6"	114.00	LF	48.00	5,472.00	0.00	0.00	0.00	0.00		
CO1.47	Add MH 28 to MH end 8"	226.00	LF	33.50	7,571.00	0.00	0.00	0.00	0.00		
CO1.49	Add MH 114 to MH 120 8"	253.00	LF	31.75	8,032.75	0.00	0.00	0.00	0.00		
CO1.5	Add MH 3 to MH 4 10"	330.00	LF	36.25	11,962.50	330.00	11,962.50	330.00	11,962.50		
CO1.51	Add MH 120 to MH 11 10"	550.00	LF	32.00	17,600.00	550.00	17,600.00	550.00	17,600.00		
CO1.59	Add MH 101 to MH 102 to Mh 10	342.00	LF	170.25	58,225.50	0.00	0.00	0.00	0.00		
CO1.60	Add MH 102A to MH 102 8"	50.00	LF	92.00	4,600.00	0.00	0.00	0.00	0.00		
CO1.7	Add MH 4 to MH 5 10"	168.00	LF	49.50	8,316.00	168.00	8,316.00	168.00	8,316.00		
CO1.9	Add MH 3 to MH 6 10"	421.00	LF	32.75	13,787.75	421.00	13,787.75	421.00	13,787.75		
<b>TOTAL CONTRACT</b>		<b>757,753.45</b>		<b>EARNED THIS PERIOD</b>		<b>201,633.75</b>		<b>EARNED TO DATE</b>		<b>253,914.55</b>	

Month Gross	201,633.75	Sales Tax	
Sales Tax		Less: Retainage	12,695.73
Month Retention	(10,081.69)	Previous Estimate	52,280.80
Month Open	191,552.06		
Customer #	95404		

**AMOUNT DUE THIS ESTIMATE** 191,552.06

## TERMS AND CONDITIONS OF SALE

**1.0 Scope of Agreement; Acceptance** Unless expressly provided otherwise in a Proposal issued by the Seller, these Terms and Conditions and the Proposal for Sale of Goods shall apply to all orders for goods (hereinafter "Goods" or "Products") between the purchaser (hereinafter "Buyer") and Corpro, the seller of the Goods (hereinafter "Seller"). These TERMS AND CONDITIONS OF SALE (hereinafter "Terms & Conditions") shall apply to any services provided with the Goods. The Proposal for Sale of Goods, these Terms and Conditions, Seller's Warranty Certificate and any other documents expressly identified in the Proposal as a contract document shall be considered contract documents (referred to herein as the "Agreement"). Buyer shall be deemed to have accepted the Agreement, including these Terms & Conditions and other contract documents, through (i) delivering a purchase order or a purchase order number to Seller or (ii) receipt and acceptance of Goods or (iii) payment of Seller's invoice for the Goods or (iv) any other written indication by Buyer of its acceptance of the Terms & Conditions. Any documents proposed by Buyer as a contract document but not expressly identified in the Proposal, including but not limited to terms and conditions contained in any purchase order, correspondence or accompanying payment for delivery of the Goods, which are different from or in addition to these Terms & Conditions, shall not be binding on Seller, whether or not they would materially alter the order, and Seller hereby objects thereto.

**2.0 Time of Delivery** All shipping dates given are approximate and not a guarantee of a particular date of shipment. Seller shall not be liable for losses or damages of any kind (whether incidental, consequential, or otherwise) attributed to or resulting in any way from Seller's inability to meet the delivery date set forth herein.

**3.0 Shipping/Risk of Loss** Unless Buyer and Seller agree otherwise, delivery of the Goods shall be E.X.W. at the location set forth herein (Incoterms 2010 Terms & Conditions). Seller shall ship the Goods to Buyer at the Shipping Address by any commercially reasonable means, but this requirement does not impose upon Seller the duty to make delivery at such address. Seller has the option of selecting the particular route and carrier for shipment of the Goods to Buyer. All freight, insurance, tariff, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Title to the Goods shall pass from Seller to Buyer upon shipment of the Goods by any commercially reasonable means.

**4.0 Payment Terms** The price and payment terms for the Goods shall be set forth by Seller at the time of a quotation to Buyer by Seller, placement of an order from Buyer to Seller, through an invoice to Buyer by Seller and/or in Seller's acknowledgement of order to Buyer. All payment terms are subject to Seller's credit approval as of the later of the time of the order and/or prior to shipment. Unless otherwise set forth in the order, payments are due to Seller from Buyer no later than immediately upon Buyer's receipt of an invoice from Seller. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1 1/2%) per month (eighteen percent [18%] annually), or the maximum rate of interest that the applicable state law allows, whichever is greater, until fully paid, including any interest payments thereon. In the event Buyer does not pay within the terms of the order, all collection costs incurred by Seller, including attorneys' fees will be paid by Buyer.

Payment for the sale of Goods shall not be subject to offset, deduction or back charges by Buyer. Any sums that have been deducted by Buyer in violation of this paragraph shall be considered overdue and are subject to the above interest and attorneys fees charges. The price set forth in the order and all payments due to Seller from Buyer shall be in the lawful currency of the United States of America. Notwithstanding the foregoing or any term in the Proposal, order or acknowledgement to the contrary, to the extent that anytime prior to shipment Buyer does not meet Seller's credit approval, Seller may either (i) cancel the order, or (ii) request payment in full from Buyer prior to shipment of the Good.

**5.0 Changes to Goods and/or Services Order** Changes to the design, specifications, scope of supply, delivery schedule, product demonstration site, shipping instructions of the equipment or any material term of the Agreement, may only be made upon execution by Buyer and Seller in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, Seller has the right to suspend performance during the period while the change is being evaluated and negotiated.

In the event Buyer has communicated proposed changes to Seller, Seller, at its sole discretion, shall either (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that Seller elects (b) above Buyer shall either (i) agree to continue performance (of Seller) pursuant to the Agreement or (ii) cancel the Agreement.

**6.0 Inspection and Rejection; Acceptance** Buyer shall inspect the Goods immediately upon their arrival at the Shipping Address and shall, within three (3) days of such arrival, provide written notice to Seller of any claim that the Goods are nonconforming or otherwise defective. In order to be effective, Seller must receive the notice within three (3) days of the delivery of the Goods. Buyer agrees that such three (3) day period is a reasonable time for inspection of the Goods and notification thereof, and failure of Buyer to provide such written notice within the three (3) day period shall constitute an irrevocable acceptance of the Goods, thereby waiving Buyer's rights to any and all claims regarding the accepted Goods. Upon Buyer's written notice to Seller of any nonconforming or otherwise defective Goods in the time provided herein, Seller has the option of repairing and/or replacing the nonconforming or otherwise defective Goods within a reasonably prompt time. In the event Seller repairs and/or replaces the Goods, Buyer agrees this repair and/or replacement shall be the Buyer's sole remedy for the nonconforming or otherwise defective Goods. If Seller does not repair and/or replace the nonconforming or otherwise defective Goods, Seller shall provide Buyer with a refund equivalent to the decreased value of the Goods. In the event Seller provides Buyer with a refund, Buyer agrees this refund shall be the Buyer's sole remedy for the nonconforming or otherwise defective Goods. In no event shall Buyer be required to repair, replace or reimburse Buyer for more than the part or material that is found to be defective. The Goods, as a whole, shall not be construed to be a "part" or "material" for the purpose of the preceding sentence. Buyer hereby waives the right to any damages for nonconforming or otherwise defective Goods not provided herein. Buyer shall not return any Goods without Seller's consent. Failure to give written notice of any nonconforming or defective Goods within three (3) days, express oral or written acceptance of the Goods, and/or payment for the Goods, shall conclusively establish Buyer's acceptance of the Goods, release the Seller from any and all liability, and waive Buyer's right to seek damages or other remedies for any nonconforming or otherwise defective Goods. Buyer shall bear the expenses of inspection under all circumstances.

**7.0 Limited Warranty** SELLER'S WARRANTY OBLIGATIONS ARE PROVIDED IN SELLER'S WARRANTY CERTIFICATE, ATTACHED AND INCORPORATED HEREIN BY REFERENCE. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY WARRANTY PROVIDED IN THIS SECTION SHALL ONLY BE IN FAVOR OF BUYER, AND SHALL APPLY DURING AND EXPIRE ON THE LAST DAY OF THE WARRANTY PERIOD. THE WARRANTY SET FORTH IN THE FIRST SENTENCE IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (2) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (3) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES, AND (4) ALL OTHER LIABILITY, EITHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION, STRICT LIABILITY (WHETHER FOUNDED IN SECTION 402(A) OF THE RESTATEMENT OF TORTS OR OTHERWISE) AND NEGLIGENCE. In addition to the foregoing:

(1) The Warranty shall not apply (i) to Goods which have been repaired or altered by any Person other than the Seller, (ii) to Goods which have been subjected to use beyond rated conditions, unreasonable use, negligence, or accident, (iii) to Goods which have been damaged because of their use or the use of any other materials or equipment after Buyer, or any other Person, has or reasonably should have had knowledge of the defect, (iv) to Goods manufactured, fabricated or assembled by any Person other than Seller, and (v) Seller's advisory services (if any) to Buyer.

(2) The Warranty shall not be effective unless Seller receives a written claim therefore within three (3) days after the discovery of the defect with respect to which a claim is made and provided the defect is discovered within the Warranty Period.

(3) If Buyer asserts a claim under the Warranty, Seller has the option to verify, with its own representatives, the nature and extent of the defect complained of prior to the time that the Goods are returned to Seller. Upon written request by Seller, Buyer shall, at its own risk and expense, promptly return the Goods in question to Seller's Plant.

(4) Buyer's remedies for breach of any Warranty are limited to the remedies provided in Section 7.0. BUYER EXPRESSLY AGREES SUCH REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY PROVIDED HEREIN.

**8.0 Force Majeure** If Seller is delayed at any time by the acts or omissions of Buyer, by Change Orders, or by any Force Majeure defined below, then the period of performance shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay upon Seller's costs. "Force Majeure" means circumstances beyond the respective parties' reasonable control, including without limitation, acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, washouts, riots, restraints of rulers and people, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within the control of the party claiming excuse from performance, which by the exercise of due diligence and reasonable commercial effort, that party shall not have been able to foresee, avoid or overcome.

**9.0 Default; Cancellation** If Buyer fails to perform any of its obligations hereunder, including without limitation, failure to make payments as provided herein or otherwise, or if Buyer fails to promptly give reasonable assurances of future performance when requested by Seller, then Seller may, upon five (5) days' written notice to Buyer, declare Buyer to be in default and Seller may suspend performance of its obligations hereunder without liability and retain all rights and remedies Seller may possess at law, in equity and/or as provided in these Terms & Conditions.

In addition to the remedies above, to the extent that (i) Seller declares a default under this Section 9.0 or (ii) if the order is cancelled for any reason, other than (a) default by Seller or (b) Force Majeure, Buyer agrees to pay Seller on demand, a minimum of: 100% of the quoted price for any Goods for which Seller has commenced work, regardless of whether such Good is completed; plus, a cancellation fee of 25% of the Agreement amount; plus, any charges for packing and/or storing any of the aforementioned Goods.

**10.0 Stop Work/Suspension** If Seller is unable to proceed with the manufacture and shipment of Buyer's order, either due to Buyer's request or as the direct result of governmental action or regulations, Buyer will upon notification to that effect immediately instruct Seller to consider Buyer's order as completed in its then state of partial completion in which Seller will: (1) Stop all work on the order as promptly as reasonable possible; (2) Store all finished and unfinished items not listed in Seller's standard price lists and any standard item which cannot be used at that time to fill another order; (3) Invoice Seller for established or quoted prices for all completed items, and for incomplete items the full costs incurred by Seller plus 25%, plus charge for packing and storing; (4) Reinstate Buyer's order, at Seller's option, at the earliest possible date, subject to Buyer's acceptance of prices, terms, and shipping schedule quoted prior to such reinstatement; and (5) Allow Buyer appropriate credit for parts held in storage by Seller as Buyer's property if such parts can be used in filling Buyer's reinstated order.

**11.0 Indemnification** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND ANY AND ALL LOSSES, COSTS (INCLUDING, WITHOUT LIMITATION, THE COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEY'S FEES), CLAIMS AND CAUSES OF ACTIONS IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTED TO THE USE OR OPERATION OF THE GOODS OR ANY DEVICE, MATERIAL, OR THING OF WHICH THE GOODS ARE MADE A PART OR TO WHICH THE GOODS OR ATTACHED OR WITHIN THE GOODS ARE ENCLOSED, WHILE IN BUYER'S POSSESSION OR SUBSEQUENT TO ANY TRANSFER OF POSSESSION TO ANY THIRD PARTY, EXCEPT TO THE EXTENT SELLER IS NEGLIGENT. IN THE EVENT ANY PROVISION CONTAINED HEREIN SHALL, FOR ANY REASON, BE HELD TO BE ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, ANY REMAINING PROVISIONS SHALL NOT BE AFFECTED OR IMPAIRED THEREBY.

**12.0 Limitation of Liability** IN NO EVENT SHALL SELLER OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS AND/OR LOSS OF BUSINESS OPPORTUNITIES) ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF SELLER IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, THE PERFORMANCE, WHETHER TIMELY OR NOT, OR NONPERFORMANCE OF THIS AGREEMENT AND THE LOSS OF OR THE LOSS OF USE OF ANY OF THE GOODS OR OTHER PROPERTY, REGARDLESS OF WHETHER THE GOODS OR THE USE OF THE GOODS RESULTS IN DAMAGE OR HARM ONLY TO THE GOODS OR TO OTHER PROPERTY). IN THE EVENT ANY PROVISION CONTAINED HEREIN SHALL, FOR ANY REASON, BE HELD TO BE ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, ANY REMAINING PROVISIONS SHALL NOT BE AFFECTED OR IMPAIRED THEREBY.

**13.0 Form, Formation, and Readjustment of the Agreement** Buyer and Seller acknowledge this Agreement, including attachments and exhibits incorporated herein by reference, represent the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter hereof, whether written or oral. No changes or modifications in terms shall be accepted unless in writing and signed by authorized representatives of both parties. The parties agree that this Agreement was jointly drafted, negotiated and agreed upon after reasonable time to review its terms and conditions. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner. In the event any provision or terms of this Agreement is rendered invalid, illegal, or otherwise unenforceable, the remainder of the Agreement will remain valid and fully enforceable.

**14.0 Time Limitations of Actions** Any action by Buyer for an alleged breach of warranty, breach of contract, or tort arising out of or related to this Agreement shall be commenced no later than one year after the cause of the action accrues. If Buyer fails to commence any such action within one year after the cause of action accrues, the action shall be deemed barred and any related claims waived, and Seller and its Affiliates shall have no liability whatsoever to Buyer with respect thereto.

**15.0 Successors and Assigns** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. However, this Agreement may not be assigned by the Buyer without prior, written consent of the Seller.

**16.0 Notice** All notices and communications required by this Agreement shall be delivered, in writing, to the address of the Seller listed on the proposal.

**17.0 Dispute Resolution; Prevailing Party; Governing Law** Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, and not resolved amicably shall be finally settled in the federal courts of the State of Texas located in Houston, Texas. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. The prevailing party is a party who recovers at least 75% of its total claims in the action, or who is required to pay no more than 25% of the other party's total claim in the action.

**18.0 Confidentiality** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Seller to Buyer related to any order for Goods are the confidential and proprietary information of Seller, and Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Seller's confidential and proprietary information to any third parties, or use Seller's confidential and proprietary information for its own account or that of any third party, except in the performance of the order.

**19.0 Taxes, Permits, Fees, Laws** Unless expressly stated otherwise in Seller's Proposal, the purchase price for the Goods furnished by Seller excludes all governmental or brokerage taxes, duties, fees, charges or assessments; Seller may elect to add any such taxes, duties, fees, charges or assessments to the invoice amount payable to Seller by Buyer. Buyer must provide Seller with documentation acceptable to Seller of any exemptions claimed from taxes, duties, permits, fees, charges or assessments in advance. Except to the extent expressly assumed by Seller, Buyer shall secure and pay for all permits and fees necessary for the delivery and installation of the Goods and/or equipment into which the Goods are installed. It is Buyer's duty to ascertain that the Goods proposed by Seller and their subsequent installation and use is in accordance with applicable local laws, statutes, ordinances and building codes ("laws"). Seller shall not be responsible for compliance of the Goods or equipment into which the Goods are installed to such laws, but shall to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Seller's attention.

**20.0 Law; Safety Standards** The Buyer and end user are the parties responsible under the terms of all applicable Federal, state, local and regional laws applicable to the sale of Goods including the Occupational Health and Safety Act of 1970, or the industrial safety laws applicable to the facility where the Goods are installed, to ensure the Goods and the equipment into which the Goods are installed meet such requirements, and Seller hereby disclaims any liability for any violations of the Act or other applicable or regulation law that may be imposed respecting the Goods furnished under any sale. Buyer shall train, require and cause its employees to (i) comply with directions set forth in maintenance, safety and operation instructions, manuals, drawings, safety notices and warnings and other instructions that might be furnished by Seller; (ii) use reasonable care and all safety equipment and applicable safety guards and safety systems in the set-up, adjustment, operation and maintenance and repair of the Goods and the equipment into which the Goods are installed; (iii) not remove, or permit anyone to remove any safety equipment, safety feature or warning signs from the Goods and the equipment into which the Goods are installed nor permanently remove or disable any guards or safety features; and (iv) assure that the Goods and the equipment into which the Goods are installed are used in accordance with all applicable laws, regulations, customs, permits and standards in force.

**21.0 Waiver** The failure of Seller to insist upon strict performance herein shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

**22.0 Misc.** The UNCITRAL Convention on Contracts for the International Sale of Goods shall not apply to the validity, construction and performance of this Contract.



# Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 12/31/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 400 - WATER FUND</b>						
<b>Revenue</b>						
<a href="#">400-35-000-450600</a>	Penalties/Interest Charges	22,000.00	22,000.00	1,860.05	5,999.98	-16,000.02 72.73 %
<a href="#">400-35-000-450900</a>	Revenues-All Other	15,000.00	15,000.00	1,350.00	3,348.31	-11,651.69 77.68 %
<a href="#">400-35-000-453100</a>	Water Sales	1,800,000.00	1,800,000.00	131,595.49	442,392.14	-1,357,607.86 75.42 %
<a href="#">400-35-000-453200</a>	Water Meter Sales	40,000.00	40,000.00	4,603.74	10,442.65	-29,557.35 73.89 %
<a href="#">400-35-000-453500</a>	Connection Charges	50,000.00	50,000.00	9,500.00	33,900.00	-16,100.00 32.20 %
<a href="#">400-35-000-453550</a>	Tap Charges	1,000.00	1,000.00	100.00	500.00	-500.00 50.00 %
<a href="#">400-35-000-453600</a>	Labor & Equipment Charges	1,300.00	1,300.00	0.00	0.00	-1,300.00 100.00 %
<a href="#">400-35-000-453700</a>	Miscellaneous Materials Sold	3,000.00	3,000.00	77.92	147.24	-2,852.76 95.09 %
<a href="#">400-35-000-461200</a>	Rent/Lease-Municipal Property/Bui	34,665.00	34,665.00	3,970.93	11,912.79	-22,752.21 65.63 %
<a href="#">400-35-000-480000</a>	Investment Income	10,000.00	10,000.00	0.00	0.00	-10,000.00 100.00 %
	<b>Revenue Total:</b>	<b>1,976,965.00</b>	<b>1,976,965.00</b>	<b>153,058.13</b>	<b>508,643.11</b>	<b>-1,468,321.89 74.27%</b>
<b>Expense</b>						
<a href="#">400-35-000-510100</a>	Salaries/Wages-Regular	458,810.00	458,810.00	30,649.61	101,456.79	357,353.21 77.89 %
<a href="#">400-35-000-510150</a>	Elected Board Officials Compensati	200.00	200.00	100.00	100.00	100.00 50.00 %
<a href="#">400-35-000-510200</a>	Wages-Parttime/Permanent	5,670.00	5,670.00	0.00	0.00	5,670.00 100.00 %
<a href="#">400-35-000-510300</a>	Salaries/Wages-Overtime	18,540.00	18,540.00	2,212.67	4,531.95	14,008.05 75.56 %
<a href="#">400-35-000-511100</a>	FICA Taxes	36,970.00	36,970.00	2,409.40	7,761.48	29,208.52 79.01 %
<a href="#">400-35-000-511300</a>	Health Insurance	89,630.00	89,630.00	6,910.88	20,732.62	68,897.38 76.87 %
<a href="#">400-35-000-511400</a>	Dental Insurance	4,760.00	4,760.00	395.76	1,187.29	3,572.71 75.06 %
<a href="#">400-35-000-511600</a>	Life Insurance	580.00	580.00	47.34	146.20	433.80 74.79 %
<a href="#">400-35-000-511700</a>	LAGERS Retirement Plan	33,410.00	33,410.00	2,300.44	7,419.39	25,990.61 77.79 %
<a href="#">400-35-000-512605</a>	Employee Incentive Program	600.00	600.00	315.00	315.00	285.00 47.50 %
<a href="#">400-35-000-512700</a>	HRA Deductible	10,500.00	10,500.00	0.00	1,340.09	9,159.91 87.24 %
<a href="#">400-35-000-520250</a>	Administration, Finance & IT Depar	134,360.00	134,360.00	0.00	20,130.00	114,230.00 85.02 %
<a href="#">400-35-000-520300</a>	Technical Services	33,920.00	33,920.00	880.28	3,732.80	30,187.20 89.00 %
<a href="#">400-35-000-520400</a>	Other Contracted Services	157,450.00	157,450.00	1,410.73	12,994.66	144,455.34 91.75 %
<a href="#">400-35-000-521540</a>	Uniform Cleaning Service	1,700.00	1,700.00	64.46	322.30	1,377.70 81.04 %
<a href="#">400-35-000-521560</a>	Building Repair & Maintenance	22,500.00	22,500.00	176.72	249.57	22,250.43 98.89 %
<a href="#">400-35-000-521620</a>	Equipment Repair & Maintenance	13,880.00	13,880.00	202.82	1,257.46	12,622.54 90.94 %
<a href="#">400-35-000-521630</a>	Vehicle Repair & Maintenance	12,000.00	12,000.00	135.10	649.53	11,350.47 94.59 %
<a href="#">400-35-000-521635</a>	Water System Repair & Maintenanc	7,000.00	7,000.00	0.00	0.00	7,000.00 100.00 %
<a href="#">400-35-000-521636</a>	Well Pump Repair & Maintenance	27,700.00	27,700.00	2,250.00	2,250.00	25,450.00 91.88 %
<a href="#">400-35-000-521640</a>	Equipment Rental	2,300.00	2,300.00	12.32	55.84	2,244.16 97.57 %
<a href="#">400-35-000-522100</a>	Advertising	600.00	600.00	0.00	34.00	566.00 94.33 %
<a href="#">400-35-000-522200</a>	Property, Liability & Casualty Insura	42,100.00	42,100.00	0.00	5,521.38	36,578.62 86.89 %
<a href="#">400-35-000-522210</a>	Self-Insurance Deductible	500.00	500.00	0.00	0.00	500.00 100.00 %
<a href="#">400-35-000-522300</a>	Printing/Duplicating	1,600.00	1,600.00	0.00	925.00	675.00 42.19 %
<a href="#">400-35-000-522400</a>	Telephone	4,000.00	4,000.00	133.48	915.62	3,084.38 77.11 %
<a href="#">400-35-000-522500</a>	Training/Seminars	2,000.00	2,000.00	0.00	400.00	1,600.00 80.00 %
<a href="#">400-35-000-522600</a>	Travel	2,500.00	2,500.00	0.00	841.60	1,658.40 66.34 %
<a href="#">400-35-000-522700</a>	Professional Dues & Memberships	3,900.00	3,900.00	0.00	227.00	3,673.00 94.18 %
<a href="#">400-35-000-522900</a>	Postage	11,000.00	11,000.00	940.00	2,820.00	8,180.00 74.36 %
<a href="#">400-35-000-522950</a>	Credit Card Fees	14,000.00	14,000.00	1,651.49	5,085.41	8,914.59 63.68 %
<a href="#">400-35-000-530410</a>	Parts-Vehicle	14,200.00	14,200.00	0.00	334.29	13,865.71 97.65 %
<a href="#">400-35-000-530415</a>	Parts-Equipment	8,000.00	8,000.00	25.77	2,059.30	5,940.70 74.26 %
<a href="#">400-35-000-530420</a>	Office Supplies	1,000.00	1,000.00	29.56	92.23	907.77 90.78 %
<a href="#">400-35-000-530500</a>	Asphalt/Rock/Cement	30,000.00	30,000.00	204.00	1,610.48	28,389.52 94.63 %
<a href="#">400-35-000-530600</a>	Straw/Seeding/Plants	500.00	500.00	0.00	101.00	399.00 79.80 %
<a href="#">400-35-000-530700</a>	Uniforms & Clothing	3,200.00	3,200.00	142.33	383.83	2,816.17 88.01 %
<a href="#">400-35-000-530800</a>	General Supplies	3,000.00	3,000.00	111.52	1,163.27	1,836.73 61.22 %

**Budget Report**

For Fiscal: 2021-2022 Period Ending: 12/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-35-000-531110</a>	Electricity	180,000.00	180,000.00	9,335.76	45,731.20	134,268.80	74.59 %
<a href="#">400-35-000-531120</a>	Heating Fuel	2,500.00	2,500.00	394.16	661.02	1,838.98	73.56 %
<a href="#">400-35-000-531300</a>	Gasoline & Oil	12,500.00	12,500.00	0.00	1,186.00	11,314.00	90.51 %
<a href="#">400-35-000-532100</a>	Meters & Hydrants	67,370.00	67,370.00	0.00	5,998.48	61,371.52	91.10 %
<a href="#">400-35-000-532200</a>	Pipe & Fittings	34,000.00	34,000.00	37.89	10,266.14	23,733.86	69.81 %
<a href="#">400-35-000-533100</a>	Chemicals	15,000.00	15,000.00	0.00	3,150.80	11,849.20	78.99 %
<a href="#">400-35-000-533300</a>	Janitorial Supplies	200.00	200.00	0.00	58.73	141.27	70.64 %
<a href="#">400-35-000-534100</a>	Depreciation Expense	420,000.00	420,000.00	0.00	0.00	420,000.00	100.00 %
<a href="#">400-35-000-534200</a>	SmallTools/Equipment/Furnishings	50,585.00	50,585.00	302.83	4,981.44	45,603.56	90.15 %
<a href="#">400-35-000-541100</a>	Improvements Other Than Building	1,208,000.00	1,333,000.00	273,505.00	273,505.00	1,059,495.00	79.48 %
<a href="#">400-35-000-541110</a>	Water System Improvements	125,000.00	158,375.00	0.00	0.00	158,375.00	100.00 %
<a href="#">400-35-000-542100</a>	Vehicles	16,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
<a href="#">400-35-000-542200</a>	Machinery & Equipment	145,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
<a href="#">400-35-000-559110</a>	Interest Expense	135,100.00	135,100.00	0.00	0.00	135,100.00	100.00 %
<a href="#">400-35-000-559140</a>	Amortization Bond Issuance Costs	-21,485.00	-21,485.00	0.00	0.00	-21,485.00	100.00 %
<a href="#">400-35-000-559200</a>	Bond/Note Principal	230,300.00	230,300.00	0.00	0.00	230,300.00	100.00 %
	<b>Expense Total:</b>	<b>3,834,650.00</b>	<b>4,027,025.00</b>	<b>337,287.32</b>	<b>554,686.19</b>	<b>3,472,338.81</b>	<b>86.23%</b>
	<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-1,857,685.00</b>	<b>-2,050,060.00</b>	<b>-184,229.19</b>	<b>-46,043.08</b>	<b>2,004,016.92</b>	<b>97.75%</b>

**Fund: 410 - SEWAGE TREATMENT FUND**

<b>Revenue</b>							
<a href="#">410-36-000-418500</a>	Sanitary Sewer District	30,000.00	30,000.00	0.00	9,101.64	-20,898.36	69.66 %
<a href="#">410-36-000-450600</a>	Penalties/Interest Charges	30,000.00	30,000.00	2,368.37	8,057.05	-21,942.95	73.14 %
<a href="#">410-36-000-454100</a>	Sewer Service Charges	2,500,000.00	2,500,000.00	200,694.48	614,426.73	-1,885,573.27	75.42 %
<a href="#">410-36-000-454125</a>	Surcharge Fees	15,000.00	15,000.00	0.00	1,534.93	-13,465.07	89.77 %
<a href="#">410-36-000-454150</a>	Leachate Disposal Charge	45,000.00	45,000.00	1,020.00	4,590.00	-40,410.00	89.80 %
<a href="#">410-36-000-454200</a>	Sewer Connection Charges	50,000.00	50,000.00	8,514.00	28,684.00	-21,316.00	42.63 %
<a href="#">410-36-000-480000</a>	Investment Income	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
<a href="#">410-36-000-480200</a>	Investment Income.-Bond Acct.	275,000.00	275,000.00	0.00	15.79	-274,984.21	99.99 %
	<b>Revenue Total:</b>	<b>2,950,000.00</b>	<b>2,950,000.00</b>	<b>212,596.85</b>	<b>666,410.14</b>	<b>-2,283,589.86</b>	<b>77.41%</b>

<b>Expense</b>							
<a href="#">410-36-000-510100</a>	Salaries/Wages-Regular	185,700.00	185,700.00	11,924.93	40,899.82	144,800.18	77.98 %
<a href="#">410-36-000-510200</a>	Wages-PartTime/Permanent	5,670.00	5,670.00	0.00	0.00	5,670.00	100.00 %
<a href="#">410-36-000-510300</a>	Salaries/Wages-Overtime	4,120.00	4,120.00	50.52	1,138.24	2,981.76	72.37 %
<a href="#">410-36-000-511100</a>	FICA Taxes	14,870.00	14,870.00	865.01	3,054.25	11,815.75	79.46 %
<a href="#">410-36-000-511300</a>	Health Insurance	39,020.00	39,020.00	2,692.84	7,539.21	31,480.79	80.68 %
<a href="#">410-36-000-511400</a>	Dental Insurance	2,040.00	2,040.00	164.05	464.48	1,575.52	77.23 %
<a href="#">410-36-000-511600</a>	Life Insurance	270.00	270.00	17.58	48.56	221.44	82.01 %
<a href="#">410-36-000-511700</a>	LAGERS Retirement Plan	13,630.00	13,630.00	838.33	2,859.35	10,770.65	79.02 %
<a href="#">410-36-000-512605</a>	Employee Incentive Program	200.00	200.00	70.00	70.00	130.00	65.00 %
<a href="#">410-36-000-512700</a>	HRA Deductible	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00 %
<a href="#">410-36-000-520250</a>	Administration, Finance & IT Depar	67,005.00	67,005.00	0.00	10,738.34	56,266.66	83.97 %
<a href="#">410-36-000-520300</a>	Technical Services	10,000.00	10,000.00	610.24	1,830.80	8,169.20	81.69 %
<a href="#">410-36-000-520400</a>	Other Contracted Services	14,500.00	14,500.00	203.51	1,097.35	13,402.65	92.43 %
<a href="#">410-36-000-521540</a>	Uniform Cleaning Service	1,000.00	1,000.00	19.36	106.48	893.52	89.35 %
<a href="#">410-36-000-521560</a>	Building Repair & Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">410-36-000-521620</a>	Equipment Repair & Maintenance	36,680.00	36,680.00	166.32	851.25	35,828.75	97.68 %
<a href="#">410-36-000-521630</a>	Vehicle Repair & Maintenance	2,000.00	2,000.00	0.00	845.37	1,154.63	57.73 %
<a href="#">410-36-000-521640</a>	Equipment Rental	1,500.00	1,500.00	12.32	55.84	1,444.16	96.28 %
<a href="#">410-36-000-522100</a>	Advertising	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">410-36-000-522200</a>	Property, Liability & Casualty Insura	21,100.00	21,100.00	0.00	2,768.38	18,331.62	86.88 %
<a href="#">410-36-000-522210</a>	Self-Insurance Deductible	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">410-36-000-522300</a>	Printing/Duplicating	800.00	800.00	0.00	462.50	337.50	42.19 %
<a href="#">410-36-000-522400</a>	Telephone	3,500.00	3,500.00	60.00	370.78	3,129.22	89.41 %
<a href="#">410-36-000-522410</a>	Telephone-Alarm Control	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">410-36-000-522500</a>	Training/Seminars	1,000.00	1,000.00	0.00	1,342.50	-342.50	-34.25 %
<a href="#">410-36-000-522600</a>	Travel	700.00	700.00	0.00	0.00	700.00	100.00 %
<a href="#">410-36-000-522700</a>	Professional Dues & Memberships	500.00	500.00	0.00	0.00	500.00	100.00 %

**Budget Report**

**For Fiscal: 2021-2022 Period Ending: 12/31/2021**

		<b>Original</b>	<b>Current</b>	<b>Period</b>	<b>Fiscal</b>	<b>Variance</b>	<b>Percent</b>
		<b>Total Budget</b>	<b>Total Budget</b>	<b>Activity</b>	<b>Activity</b>	<b>(Unfavorable)</b>	<b>Remaining</b>
<a href="#">410-36-000-522900</a>	Postage	6,000.00	6,000.00	470.00	1,410.00	4,590.00	76.50 %
<a href="#">410-36-000-522950</a>	Credit Card Fees	20,000.00	20,000.00	1,651.48	5,085.39	14,914.61	74.57 %
<a href="#">410-36-000-530200</a>	Lab Supplies	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00 %
<a href="#">410-36-000-530410</a>	Parts-Vehicle	5,300.00	5,300.00	0.00	198.49	5,101.51	96.25 %
<a href="#">410-36-000-530415</a>	Parts-Equipment	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">410-36-000-530420</a>	Office Supplies	500.00	500.00	29.55	92.22	407.78	81.56 %
<a href="#">410-36-000-530500</a>	Asphalt/Rock/Cement	25,000.00	25,000.00	0.00	1,410.50	23,589.50	94.36 %
<a href="#">410-36-000-530600</a>	Straw/Seeding/Plants	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">410-36-000-530700</a>	Uniforms & Clothing	1,000.00	1,000.00	132.83	132.83	867.17	86.72 %
<a href="#">410-36-000-530800</a>	General Supplies	1,500.00	1,500.00	0.00	293.02	1,206.98	80.47 %
<a href="#">410-36-000-531110</a>	Electricity	41,000.00	41,000.00	2,776.96	10,880.09	30,119.91	73.46 %
<a href="#">410-36-000-531120</a>	Heating Fuel	2,500.00	2,500.00	394.15	661.01	1,838.99	73.56 %
<a href="#">410-36-000-531300</a>	Gasoline & Oil	8,000.00	8,000.00	0.00	584.30	7,415.70	92.70 %
<a href="#">410-36-000-532200</a>	Pipe & Fittings	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">410-36-000-532270</a>	Manhole Replacement Program	10,000.00	10,000.00	1,740.00	2,558.50	7,441.50	74.42 %
<a href="#">410-36-000-533100</a>	Chemicals	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00 %
<a href="#">410-36-000-533300</a>	Janitorial Supplies	400.00	400.00	0.00	58.73	341.27	85.32 %
<a href="#">410-36-000-534100</a>	Depreciation Expense	255,000.00	255,000.00	0.00	0.00	255,000.00	100.00 %
<a href="#">410-36-000-534200</a>	SmallTools/Equipment/Furnishings	23,475.00	23,475.00	0.00	1,096.39	22,378.61	95.33 %
<a href="#">410-36-000-541100</a>	Improvements Other Than Building	250,000.00	425,000.00	0.00	0.00	425,000.00	100.00 %
<a href="#">410-36-000-541120</a>	Sanitary Sewer System Improve	200,000.00	450,000.00	0.00	0.00	450,000.00	100.00 %
<a href="#">410-36-000-542100</a>	Vehicles	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
<a href="#">410-36-000-542200</a>	Machinery & Equipment	65,285.00	65,285.00	0.00	41,605.00	23,680.00	36.27 %
<a href="#">410-36-000-559200</a>	Bond/Note Principal	1,030,000.00	1,030,000.00	0.00	0.00	1,030,000.00	100.00 %
<a href="#">410-36-361-510100</a>	Salaries/Wages-Regular	259,980.00	259,980.00	19,271.83	62,128.34	197,851.66	76.10 %
<a href="#">410-36-361-510300</a>	Salaries/Wages-Overtime	4,120.00	4,120.00	598.52	1,683.82	2,436.18	59.13 %
<a href="#">410-36-361-511100</a>	FICA Taxes	19,800.00	19,800.00	1,452.85	4,671.16	15,128.84	76.41 %
<a href="#">410-36-361-511300</a>	Health Insurance	51,950.00	51,950.00	4,109.45	12,328.40	39,621.60	76.27 %
<a href="#">410-36-361-511400</a>	Dental Insurance	2,720.00	2,720.00	204.03	612.12	2,107.88	77.50 %
<a href="#">410-36-361-511600</a>	Life Insurance	370.00	370.00	30.41	91.23	278.77	75.34 %
<a href="#">410-36-361-511700</a>	LAGERS Retirement Plan	18,140.00	18,140.00	1,390.87	4,466.72	13,673.28	75.38 %
<a href="#">410-36-361-512605</a>	Employee Incentive Program	400.00	400.00	140.00	140.00	260.00	65.00 %
<a href="#">410-36-361-512700</a>	HRA Deductible	4,500.00	4,500.00	0.00	437.00	4,063.00	90.29 %
<a href="#">410-36-361-520250</a>	Administration, Finance & IT Depar	67,005.00	67,005.00	0.00	10,738.34	56,266.66	83.97 %
<a href="#">410-36-361-520300</a>	Technical Services	15,000.00	15,000.00	682.53	2,383.12	12,616.88	84.11 %
<a href="#">410-36-361-520400</a>	Other Contracted Services	31,810.00	31,810.00	266.67	1,304.37	30,505.63	95.90 %
<a href="#">410-36-361-521540</a>	Uniform Cleaning Service	1,500.00	1,500.00	38.72	193.60	1,306.40	87.09 %
<a href="#">410-36-361-521560</a>	Building Repair & Maintenance	1,500.00	1,500.00	0.00	93.48	1,406.52	93.77 %
<a href="#">410-36-361-521620</a>	Equipment Repair & Maintenance	113,080.00	113,080.00	166.32	1,256.30	111,823.70	98.89 %
<a href="#">410-36-361-521630</a>	Vehicle Repair & Maintenance	6,000.00	6,000.00	0.00	42.80	5,957.20	99.29 %
<a href="#">410-36-361-521640</a>	Equipment Rental	600.00	600.00	0.00	0.00	600.00	100.00 %
<a href="#">410-36-361-522200</a>	Property, Liability & Casualty Insura	25,800.00	25,800.00	0.00	3,438.92	22,361.08	86.67 %
<a href="#">410-36-361-522210</a>	Self-Insurance Deductible	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">410-36-361-522300</a>	Printing/Duplicating	1,050.00	1,050.00	0.00	462.50	587.50	55.95 %
<a href="#">410-36-361-522400</a>	Telephone	8,000.00	8,000.00	248.10	743.01	7,256.99	90.71 %
<a href="#">410-36-361-522500</a>	Training/Seminars	800.00	800.00	0.00	0.00	800.00	100.00 %
<a href="#">410-36-361-522600</a>	Travel	500.00	500.00	45.32	45.32	454.68	90.94 %
<a href="#">410-36-361-522700</a>	Professional Dues & Memberships	200.00	200.00	0.00	0.00	200.00	100.00 %
<a href="#">410-36-361-522900</a>	Postage	5,000.00	5,000.00	470.00	1,422.14	3,577.86	71.56 %
<a href="#">410-36-361-530200</a>	Lab Supplies	19,000.00	19,000.00	0.00	568.73	18,431.27	97.01 %
<a href="#">410-36-361-530410</a>	Parts-Vehicle	1,500.00	1,500.00	0.00	235.78	1,264.22	84.28 %
<a href="#">410-36-361-530415</a>	Parts-Equipment	82,500.00	82,500.00	9.18	467.43	82,032.57	99.43 %
<a href="#">410-36-361-530420</a>	Office Supplies	200.00	200.00	0.00	0.00	200.00	100.00 %
<a href="#">410-36-361-530500</a>	Asphalt/Rock/Cement	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">410-36-361-530600</a>	Straw/Seeding/Plants	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">410-36-361-530700</a>	Uniforms & Clothing	600.00	600.00	0.00	0.00	600.00	100.00 %
<a href="#">410-36-361-530800</a>	General Supplies	2,000.00	2,000.00	0.00	204.81	1,795.19	89.76 %
<a href="#">410-36-361-531110</a>	Electricity	190,000.00	190,000.00	12,168.69	44,003.07	145,996.93	76.84 %

**Budget Report**

**For Fiscal: 2021-2022 Period Ending: 12/31/2021**

		<b>Original</b>	<b>Current</b>	<b>Period</b>	<b>Fiscal</b>	<b>Variance</b>	<b>Percent</b>
		<b>Total Budget</b>	<b>Total Budget</b>	<b>Activity</b>	<b>Activity</b>	<b>(Unfavorable)</b>	<b>Remaining</b>
<u>410-36-361-531120</u>	Heating Fuel	17,000.00	17,000.00	3,199.77	5,504.90	11,495.10	67.62 %
<u>410-36-361-531300</u>	Gasoline & Oil	3,500.00	3,500.00	0.00	2,127.50	1,372.50	39.21 %
<u>410-36-361-532200</u>	Pipe & Fittings	1,500.00	1,500.00	0.00	5.69	1,494.31	99.62 %
<u>410-36-361-533100</u>	Chemicals	22,300.00	22,300.00	0.00	2,848.50	19,451.50	87.23 %
<u>410-36-361-534100</u>	Depreciation Expense	925,000.00	925,000.00	0.00	0.00	925,000.00	100.00 %
<u>410-36-361-534200</u>	Small Tools/Equipment/Furnishings	13,425.00	13,425.00	68.39	157.62	13,267.38	98.83 %
<u>410-36-361-541100</u>	Improvements other than Buildings	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
<u>410-36-361-542200</u>	Machinery & Equipment	267,000.00	267,000.00	0.00	0.00	267,000.00	100.00 %
<u>410-36-361-542300</u>	Furniture & Fixtures	30,000.00	30,000.00	13,496.35	13,496.35	16,503.65	55.01 %
<u>410-36-361-559110</u>	Interest Expense	417,100.00	417,100.00	0.00	0.00	417,100.00	100.00 %
<u>410-36-361-559120</u>	Agent Fees	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
<u>410-36-361-559130</u>	Amortization of Bond Discount/Pre	-20,780.00	-20,780.00	0.00	0.00	-20,780.00	100.00 %
	<b>Expense Total:</b>	<b>5,261,535.00</b>	<b>5,686,535.00</b>	<b>82,947.98</b>	<b>320,913.04</b>	<b>5,365,621.96</b>	<b>94.36%</b>
	<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-2,311,535.00</b>	<b>-2,736,535.00</b>	<b>129,648.87</b>	<b>345,497.10</b>	<b>3,082,032.10</b>	<b>112.63%</b>
	<b>Report Surplus (Deficit):</b>	<b>-4,169,220.00</b>	<b>-4,786,595.00</b>	<b>-54,580.32</b>	<b>299,454.02</b>	<b>5,086,049.02</b>	<b>106.26%</b>

## Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 400 - WATER FUND</b>						
Revenue	1,976,965.00	1,976,965.00	153,058.13	508,643.11	-1,468,321.89	74.27%
Expense	3,834,650.00	4,027,025.00	337,287.32	554,686.19	3,472,338.81	86.23%
<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-1,857,685.00</b>	<b>-2,050,060.00</b>	<b>-184,229.19</b>	<b>-46,043.08</b>	<b>2,004,016.92</b>	<b>97.75%</b>
<b>Fund: 410 - SEWAGE TREATMENT FUND</b>						
Revenue	2,950,000.00	2,950,000.00	212,596.85	666,410.14	-2,283,589.86	77.41%
Expense	5,261,535.00	5,686,535.00	82,947.98	320,913.04	5,365,621.96	94.36%
<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-2,311,535.00</b>	<b>-2,736,535.00</b>	<b>129,648.87</b>	<b>345,497.10</b>	<b>3,082,032.10</b>	<b>112.63%</b>
<b>Report Surplus (Deficit):</b>	<b>-4,169,220.00</b>	<b>-4,786,595.00</b>	<b>-54,580.32</b>	<b>299,454.02</b>	<b>5,086,049.02</b>	<b>106.26%</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
400 - WATER FUND	-1,857,685.00	-2,050,060.00	-184,229.19	-46,043.08	2,004,016.92
410 - SEWAGE TREATMENT FUND	-2,311,535.00	-2,736,535.00	129,648.87	345,497.10	3,082,032.10
<b>Report Surplus (Deficit):</b>	<b>-4,169,220.00</b>	<b>-4,786,595.00</b>	<b>-54,580.32</b>	<b>299,454.02</b>	<b>5,086,049.02</b>



**Memorandum**

**TO:** Darren Lamb, City Administrator  
Board of Public Works  
**FROM:** Kevin Quaethem, Water and Wastewater Superintendent  
**DATE:** January 21, 2021  
**RE:** Work Performed by the Water and Wastewater Departments

**STATUS OF MAJOR CONTRACTS – DECEMBER 2021**

PROJECT	VENDOR	CONTRACT AMOUNT	PREVIOUSLY APPROVED	CURRENTLY APPROVED	BALANCE
Enduro & Clay St Water Storage Tanks	Cochran Eng.	\$ 54,000.00	\$1,260.46	\$13,200.00	\$ 20,502.24
Sanitary Manhole Coating	Midwest Infrastructure Coatings, LLC	\$46,345.00		\$17,113.40	\$29,231.60
Interior & Exterior Recoating – Clay St & Enduro Tanks	Worldwide Industries Corp	\$593,500.00	\$319,995.00	-0-	\$273,505.00
Sliplining	Insituform Technologies USA, LLC	\$544,939.20	\$49,666.76	-0-	\$495,272.44

**DECEMBER 2021**

Water Pumped December 2021..... 38,410,851 1.24 mgd  
Wastewater Effluent Flow December 2021.....56,640,000 1.83 mgd  
Missouri One Call Locate messages received December 2021 ..... 195  
Meters Issued as new.....5  
Meters Replaced .....0  
Meters Issued as new for irrigation systems .....0  
Service Requests/Meter Appts./Work Orders Completed December 2021.....34  
Sewer Routines .....0  
Delinquent Accounts actually shut off in December 2021.....7

**WATER DEPARTMENT FIELD WORK PERFORMED – DECEMBER 2021**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Shop Maintenance</li> <li>2. Meter/Swapping/Repair</li> <li>3. Repair/Replace Hydrants</li> <li>4. Check Wells/Lift Stations/Heaters</li> <li>5. Missouri One Call Locates</li> <li>6. Hydrant Flushing</li> <li>7. Maintenance on Wells</li> <li>8. Water Break @ 38 Mike Alan</li> </ol> | <ol style="list-style-type: none"> <li>9. Water Break on Turtle Creek &amp; W 6<sup>th</sup></li> <li>10. Water Break @ Karen Ln.</li> <li>11. Water Leak @ Lake Washington</li> <li>12. Water Leak on High Street</li> <li>13. Water Line Rep. 102 2<sup>nd</sup> St.</li> <li>14. Replace Curb Stop @ 1225</li> <li>15. Replace Curb Stop @ 1102 E Third</li> <li>16. Build Chlorine Rm in Well #6</li> </ol> |
|--|---|

## **WASTEWATER DEPARTMENT FIELD WORK PERFORMED – DECEMBER 2021**

1. Sewer Routines
2. Daily lab work and routines.
3. Cleaned Belt Press
4. Clean Process Filters
5. Run Belt Press
6. Televised Sewer @ 603 Alberta
7. Televised Sewer @ International
8. Sewer Backup @ Fastrip off Hwy 100
9. Sewer Backup @ West Link
10. Camera Work for Sliplining Project
11. New Manhole on Horn St.
12. Pulled Pump @ Walnut Lift Sta

## **ROUTINE FIELD WORK**

1. Performed rereads as necessary.
2. Performed read-outs on meters (persons moving in and out)
3. Installed reading device receptacles on houses where new/replacement meters were installed.
4. Issued meters and materials to contractors, owners, etc.
5. Took necessary water samples of the distribution system.
6. Flushed hydrants – scheduled routine flushing.
7. Wastewater lab work.
8. Root-sawed and/or cleaned sewer lines where necessary.
9. Hauled sludge.
10. Televised sewer lines.
11. Performed river gauge measurement.
12. Performed sewer and water service main inspections.
13. Located water and sewer lines.
14. Monitored construction of water and sewer mains in new developments.
15. Responded to service call requests.
16. Invoiced for meters, materials and other charges as necessary.
17. Performed maintenance and repairs on buildings, vehicles, and equipment.

Missouri Department of Natural Resources  
 Division of Environmental Quality  
**Microbiological Analysis Report**

P.O. Box 176  
 Jefferson City, MO 65102  
 314--751-5331

Public Water System Name <b>Washington Water Dept.</b>				Laboratory Name <b>Franklin County Lab</b>			
Street Address <b>405 Jefferson Street</b>				<b>7419 Hwy 47 Ste. A Union, MO</b>			
City <b>Washington</b>			Zip Code <b>63090</b>	Certification Number <b>00700</b>			
County <b>Franklin</b>		I.D. Number <b>MO6010838</b>					
Date M/D/Y	Collection Point	Sample Type	Location Code	Sample Results		Chlorine Residual	
				Coliform	E-coli	Total	Free
12/15/21	4 Chamber	R	R-3	A	A	0.68	0.65
12/15/21	2556 Ring Crest Ct	R	R-7	A	A	0.79	0.72
12/15/21	1899 Phoenix Center Dr	R	R-9	A	A	0.61	0.50
12/15/21	1651 W. 5th St	R	R-16	A	A	0.61	0.53
12/15/21	601 W 7th Street	R	R-14	A	A	1.12	1.07
12/21/21	550 E. 14th St	R	R-5	A	A	1.05	1.02
12/21/21	1 Scenic Dr	R	R-11	A	A	0.55	0.51
12/21/21	6354 Bluff Rd	R	R-18	A	A	0.74	0.61
12/21/21	1901 W. Main St	R	R-17	A	A	0.58	0.49
12/21/21	4 Chamber	R	R-3	A	A	0.50	0.48
12/28/21	4 Chamber	R	R-3	A	A	1.80	1.70
12/28/21	1220 Lakeshore Dr	R	R-1	A	A	2.00	2.00
12/28/21	405 Jefferson	R	R-4	A	A	2.30	2.30
12/28/21	515 Washington Ave	R	R-2	A	A	1.20	1.10
12/28/21	200 E 14th Street	R	R-8	A	A	1.25	1.13
				Signed: Kristen Wideman		Date:12/30/2021	
Total Routine Samples: 15				Title: Lab Assistant			
Monitoring Violation ___ Yes ___X___ No							