

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
TUESDAY, JANUARY 18, 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 January 3, 2022 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Collector’s Report Summary – September 2021		
b. Investment Report Summary – September 2021		
c. Collector’s Report Summary – October 2020 – September 2021		
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor’s Presentations, Appointments & Re-Appointments</u>		
a. Police Department Reappointments	Accept/Approve/Mayor	Memo
b. Police Department Appointment	Accept/Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
a. Bulk Waste Pickup Update	Accept Into Minutes	Memo
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance accepting the Sales Contract from Don Brown Chevrolet, St. Louis, Missouri and to approve the purchase of a 2023 Chevrolet Silverado 2500HD 4x4 Truck with Quoted Options by the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	Memo
b. An ordinance accepting the Bid from Neumayer and to approve the purchase of a Skully ST-15 Elk Overfill Prevention Controllor System and amend the 2021/2022 Budget.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Midwest Infrastructure Coatings for the OBIC Polyurethane Liner System.	Read &Int/Read/Vote/Mayor	Memo
d. An ordinance authorizing and directing the execution of a Parking License Agreement by and between the City of Washington, Missouri and Waste Management of Missouri, Inc.	Read &Int/Read/Vote/Mayor	Memo

- | | | |
|--|----------------------------|------|
| e. An ordinance amending the 2021/2022 Budget of the City of Washington, Missouri. | Read &Int/Read/Vote/Mayor | Memo |
| f. An ordinance amending Schedule IV, No Parking At Anytime, of the Code of the City of Washington, Missouri. | Read &Int/Read/Vote/Mayor | Memo |
| g. A resolution authorizing the City of Washington to apply for funding through the East-West Gateway Council of Governments to provide for the Third Street Roadway and ADA Compliance Project, in the City of Washington, Franklin County, Missouri. | Read/Int/Second/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

- | | | |
|--|----------------------|------|
| a. Preliminary Plat Approval – The Meadows at Koch Farms | Accept/Approve/Mayor | Memo |
|--|----------------------|------|

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

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

Roll Call Vote

13. INFORMATION:

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, JANUARY 13, 2022

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, JANUARY 3, 2022**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, January 3, 2022, 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	Absent
Ward II	Mark Wessels	Present
	Mark Hidritch	Present
Ward III	Jeff Patke	Absent
	Greg Skornia	Absent
Ward IV	Gretchen Pettet	Present
	Joe Holtmeier	Present
Also Present:		
City Attorney		Mark Piontek
City Administrator		Darren Lamb
Parks Director		Wayne Dunker
Fire Chief		Tim Frankenberg
Police Chief		Ed Menefee
Economic Development Director		Sal Maniaci
Public Works Director		John Nilges

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 20, 2021 Council Meetings

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

Approval and Adjustment of Agenda:

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

PRIORITY ITEMS:

- * Urban Forestry Appointment
December 23, 2021
City Council
City of Washington

Washington, MO 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,

Sandy Lucy

Mayor

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

Mayor's Presentations, Appointments & Re-Appointments:

- * None

PUBLIC HEARINGS

- * None

CITIZENS COMMENTS

- * Mike Johns 610 Roberts Street, addressed the Council regarding the purchase of drones in a program the Washington Volunteer Fire Department and the Washington Police Department have jointly developed and will operate together. Discussion ensued regarding cameras on buildings and in police vehicles.

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * Downtown Washington, Inc. Annual Report

Tyler King Executive Director of Downtown Washington, Inc. gave a presentation on the Year in Review for 2021. Discussion ensued regarding community grants, community event attendance, Amtrak, Main Street Capitol Day and economic development.

ORDINANCES/RESOLUTIONS

Bill No. 22-12518, Ordinance No. 22-13471, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12519, Ordinance No. 22-13472, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12520, Ordinance No. 22-13473, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12521, Ordinance No. 22-13474, 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.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12522, Ordinance No. 22-13475, an ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and DJD Enterprises, LLC.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 22-12523, Ordinance No. 22-13476, an ordinance accepting the bid from Alex Air Apparatus and to approve the purchase of a Hurst Hydraulic Combi Extrication Tool.

The ordinance was introduced by Councilmember Holtmeier.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * Next Council Meeting is Tuesday, January 18, 2022 due to the Martin Luther King Holiday.

CITY ADMINISTRATOR'S REPORT

- * Public Works Director John Nilges will be bringing a contract to Council for approval regarding the Preliminary Design of the South Point sewer extension.

COUNCIL COMMENTS

- * Councilmember Hidritch thanked Mike Johns for speaking during Council Comments.
- * Brief discussion on the progress of the new firehouse and water tower.
- * Discussion on the disguised cell phone tower at 602 Alberta Lane.
- * Councilmember Wessels thanked the Engineering Department for their help in removing the stub pole at Market and Front Street.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:51 p.m. by Councilmember Pettet, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

CITY OF WASHINGTON
CITY COLLECTOR'S REPORT SUMMARY
SEPTEMBER 2021

	City Collector's Report				Adjusted Cash Position						
	CASH BALANCE AS OF 09/01/2021	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 09/30/2021	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 09/30/2021	LESS DEBT SERVICE RESERVE 2020-2021	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
CASH FUNDS:											
GENERAL FUND	3,258,806.41	1,468,151.81	(1,454,680.98)	3,272,277.24	(63,480.47)	(7,248.97)	3,201,547.80	2,034,271.83	0.00	(1,612,887.30)	3,622,932.33
LIBRARY FUND	181,158.12	115,766.86	(81,006.37)	215,918.61	(175,106.99)	(53,965.48)	(13,153.86)	0.00	0.00	0.00	(13,153.86)
VOLUNTEER FIRE FUND	1,923,415.05	9,050.33	(109,457.82)	1,823,007.56		(24,343.28)	1,798,664.28	0.00	0.00	0.00	1,798,664.28
VEHICLE & EQUIPMENT REPLACEMENT FUND	717,519.17	262.97	(61,909.90)	655,872.24		0.00	655,872.24	0.00	0.00	0.00	655,872.24
STORM WATER IMPROVEMENTS FUND	2,774,505.77	1,565,847.60	(1,940,685.72)	2,399,667.65		0.00	2,399,667.65	1,722,000.00	0.00	0.00	4,121,667.65
CAPITAL IMPROVEMENT SALES TAX FUND	1,711,496.65	328,532.88	(1,032,819.91)	1,007,209.62		0.00	1,007,209.62	0.00	0.00	0.00	1,007,209.62
TRANSPORTATION SALES TAX FUND	2,288,491.15	317,562.66	(713,530.05)	1,892,523.76		0.00	1,892,523.76	0.00	0.00	0.00	1,892,523.76
DEBT SERVICE - C.O.P. FUND	608,868.39	1,688,614.96	0.00	2,297,483.35	(1,853,338.39)	0.00	444,144.96	0.00	(1,773,200.00)	0.00	(1,329,055.04)
DOWNTOWN TIF RPA-1 FUND	941,848.73	199.14	(2,775.78)	939,272.09		0.00	939,272.09	0.00	0.00	0.00	939,272.09
FRONT & MAIN TIF RPA-3	80,649.06	67.23	0.00	80,716.29		0.00	80,716.29				80,716.29
RHINE RIVER TIF RPA-2 FUND	378.60	0.80	0.00	379.40		0.00	379.40	0.00	0.00	0.00	379.40
WATER FUND	1,413,850.42	199,774.16	(597,732.14)	1,015,892.44	(414,685.89)	0.00	601,206.55	0.00	(354,400.00)	(407,324.25)	(160,517.70)
SEWAGE TREATMENT FUND	632,605.37	216,711.97	(305,401.81)	543,915.53	(355,760.52)	0.00	188,155.01	0.00	(1,470,300.00)	(598,308.75)	(1,880,453.74)
SOLID WASTE FUND	4,213,670.44	256,252.88	(238,137.38)	4,231,785.94	(6,607,408.22)	0.00	(2,375,622.28)	0.00	0.00	(694,301.75)	(3,069,924.03)
PHOENIX CENTER II CID FUND	4,355.98	59,939.61	(59,340.21)	4,955.38		0.00	4,955.38	0.00	0.00	0.00	4,955.38
TOTALS	\$ 20,751,619.31	\$ 6,226,735.86	\$ (6,597,478.07)	\$ 20,380,877.10	\$ (9,469,780.48)	\$ (85,557.73)	\$10,825,538.89	\$3,756,271.83	\$(3,597,900.00)	\$(3,312,822.05)	\$ 7,671,088.67


DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 848.44


DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

1/5/22
DATE

①

15% = Fund Balance Reserved For General Operating Fund
Resolution No. 11-10880


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

1/4/2022
DATE

25% = Fund Balance Reserved For Enterprise Fund
(Water, Sewer and Solid Waste)

**CITY INVESTMENT REPORT SUMMARY
SEPTEMBER 2021**

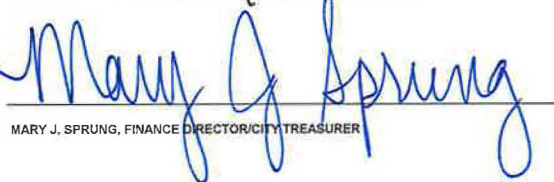
City Investment Report											
	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN/(LOSS)	REVENUE	EXPENSE	SOLD/REINVESTED 10/01/20 - 09/30/21	ENDING ADJUSTED COST	UNREALIZED GAIN/(LOSS)	MARKET VALUE AS OF 09/30/2021
FIXED INCOME SECURITIES:											
GOVERNMENT BONDS:											
FEDERAL HOME LOAN BANK BONDS	06/08/2021	2.125%	09/14/2029	\$ 245,115.00	543.40	2,443.75	-	\$ -	\$ 245,658.40	(4,827.70)	\$ 240,830.70
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/08/2023	\$ 501,643.00	(6,201.40)	-	-	-	\$ 495,441.60	4,300.80	\$ 499,742.40
CERTIFICATES OF DEPOSITS:											
CAPITAL ONE BANK USA NA CD	02/08/2017	2.300%	02/23/2022	\$ 242,630.40	(2,630.40)	-	-	-	\$ 240,000.00	2,140.82	\$ 242,140.82
KS STATE BANK CD	02/09/2018	2.450%	02/09/2023	\$ 53,654.12	(1,654.12)	108.20	-	-	\$ 52,000.00	1,587.06	\$ 53,587.06
ENERBANK USA CD	09/27/2019	1.950%	03/27/2023	\$ 117,021.57	(3,021.57)	188.80	-	-	\$ 114,000.00	2,916.01	\$ 116,916.01
STATE BANK OF INDIA CD	02/25/2019	3.050%	02/28/2024	\$ 255,244.75	(15,244.75)	3,629.92	-	-	\$ 240,000.00	14,834.47	\$ 254,834.47
FOREIGN BONDS:											
AID - UKRAINE	02/08/2017	1.471%	09/29/2021	\$ 1,000,750.80	(750.80)	7,355.00	(20.00)	\$ (1,000,000.00)	\$ -	-	\$ -
FIXED INCOME SECURITIES TOTALS:				\$ 2,416,059.64	\$ (28,959.64)	\$ 13,725.67	\$ (20.00)		\$ 1,387,100.00	\$ 20,951.46	\$ 1,408,051.46
MONEY MARKET/CASH/SWEEP FUNDS:											
US TREASURY NOTES		2.000%		\$ 12,440.61		-		1,013,705.67	\$ 1,026,146.28	-	\$ 1,026,146.28
FUNDS REDEEMD TO BANK ACCOUNT											
TOTALS:				\$ 2,428,500.25					\$ 2,413,246.28	\$ 20,951.46	\$ 2,434,197.74
AMERICAN DEPOSIT MANAGEMENT:											
FIRST INTERNET BANK INDIANA CD	01/15/2021	0.150%		\$ 342,054.41	0.00	19.68			\$ 342,074.09		\$ 342,074.09
FIVE POINTS BANK CD	02/01/2021	0.650%	08/02/2022	\$ 245,000.00					\$ 245,000.00		\$ 245,000.00
FIVE POINTS BANK CD	02/01/2021	1.000%	02/02/2025	\$ 245,000.00					\$ 245,000.00		\$ 245,000.00
MIDLAND STATES BANK CD	02/01/2021	0.750%	02/02/2024	\$ 245,000.00					\$ 245,000.00		\$ 245,000.00
VISION BANK CD	06/30/2021	0.750%	06/23/2023	\$ 245,000.00					\$ 245,000.00		\$ 245,000.00
TOTALS:				\$ 1,322,054.41					\$ 1,322,074.09		\$ 1,322,074.09
GRAND TOTALS:				\$ 3,750,554.66	\$ (28,939.98)	\$ 13,725.67			\$ 3,735,320.37	\$ 20,951.46	\$ 3,756,271.83

ALLOCATIONS OF FUNDS:		
PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	513,320.37	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	<u>20,951.46</u>	
TOTAL GENERAL FUND:		\$ 2,034,271.83
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	<u>1,722,000.00</u>	
TOTAL STORMWATER FUND:		\$ 1,722,000.00
TOTAL MARKET VALUE OF INVESTMENTS:		<u>\$ 3,756,271.83</u>

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


 BARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

1/5/22
 DATE


 MARY J. SPRUNG, FINANCE DIRECTOR/CITY TREASURER

1/4/2022
 DATE

CITY OF WASHINGTON
 CITY COLLECTOR'S REPORT SUMMARY
 UNAUDITED ANNUAL OCTOBER 2020 - SEPTEMBER 2021

	City Collector's Report				Adjusted Cash Position						
	CASH BALANCE AS OF 10/01/2020	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 09/30/2021	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 09/30/2021	LESS DEBT SERVICE RESERVE 2020-2021	LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
CASH FUNDS:											
GENERAL FUND	1,193,915.11	20,182,097.38	(18,103,735.25)	3,272,277.24	(63,480.47)	(7,248.97)	3,201,547.80	2,034,271.83	0.00	(1,612,887.30)	3,622,932.33
LIBRARY FUND	200,738.85	779,279.33	(764,099.57)	215,918.61	(175,106.99)	(53,965.48)	(13,153.86)	0.00	0.00	0.00	(13,153.86)
VOLUNTEER FIRE FUND	1,706,461.68	946,550.31	(830,004.43)	1,823,007.56		(24,343.28)	1,798,664.28	0.00	0.00	0.00	1,798,664.28
VEHICLE & EQUIPMENT REPLACEMENT FUND	892,219.39	661,881.96	(898,229.11)	655,872.24		0.00	655,872.24	0.00	0.00	0.00	655,872.24
STORM WATER IMPROVEMENTS FUND	1,317,621.60	3,754,868.09	(2,672,822.04)	2,399,667.65		0.00	2,399,667.65	1,722,000.00	0.00	0.00	4,121,667.65
CAPITAL IMPROVEMENT SALES TAX FUND	1,822,668.13	5,651,263.58	(6,466,722.09)	1,007,209.62		0.00	1,007,209.62	0.00	0.00	0.00	1,007,209.62
TRANSPORTATION SALES TAX FUND	1,963,879.94	3,248,603.35	(3,319,959.53)	1,892,523.76		0.00	1,892,523.76	0.00	0.00	0.00	1,892,523.76
DEBT SERVICE - C.O.P. FUND	2,488,550.18	4,844,603.34	(5,035,670.17)	2,297,483.35	(1,853,338.39)	0.00	444,144.96	0.00	(1,773,200.00)	0.00	(1,329,055.04)
DOWNTOWN TIF RPA-1 FUND	798,789.89	290,137.84	(149,655.64)	939,272.09		0.00	939,272.09	0.00	0.00	0.00	939,272.09
FRONT & MAIN TIF RPA-3	30,027.28	51,264.01	(575.00)	80,716.29			80,716.29				80,716.29
RHINE RIVER TIF RPA-2 FUND	7,119.80	128,707.45	(135,447.85)	379.40		0.00	379.40	0.00	0.00	0.00	379.40
WATER FUND	1,066,072.13	2,181,903.56	(2,232,083.25)	1,015,892.44	(414,685.89)	0.00	601,206.55	0.00	(354,400.00)	(407,324.25)	(160,517.70)
SEWAGE TREATMENT FUND	735,536.12	2,749,945.02	(2,941,565.61)	543,915.53	(355,760.52)	0.00	188,155.01	0.00	(1,470,300.00)	(598,308.75)	(1,880,453.74)
SOLID WASTE FUND	4,620,600.78	2,775,140.05	(3,163,954.89)	4,231,785.94	(6,607,408.22)	0.00	(2,375,622.28)	0.00	0.00	(694,301.75)	(3,069,924.03)
PHOENIX CENTER II CID FUND	5,772.53	559,644.83	(560,461.98)	4,955.38		0.00	4,955.38	0.00	0.00	0.00	4,955.38
TOTALS	\$ 18,849,973.41	\$ 48,805,890.10	\$ (47,274,986.41)	\$ 20,380,877.10	\$ (9,469,780.48)	\$ (85,557.73)	\$ 10,825,538.89	\$ 3,756,271.83	\$ (3,597,900.00)	\$ (3,312,822.05)	\$ 7,671,088.67

DELINQUENT CITY RE & PP TAXES COLLECTED THIS FISCAL 2020/2021 YEAR: \$ 106,038.41

Darren J. Lamb
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

1/5/22
 DATE

①

15% = Fund Balance Reserved For General Operating Fund
 Resolution No. 11-10880

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

1/4/2022
 DATE

25% = Fund Balance Reserved For Enterprise Fund
 (Water, Sewer and Solid Waste)



January 10, 2022


City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Rene Patrick Morin Reserve Officer	February 01, 2022	February 01, 2023
Edward Menefee Police Chief	February 02, 2022	July 15, 2022 <i>(limited term)</i>

Respectfully submitted,


Sandy Lucy
Mayor

2a



Washington Police Department

Chief Edward Menefee
301 JEFFERSON STREET
WASHINGTON, MISSOURI 63090
(636) 390-1062 Fax: (636) 390-2455
emenefee@washmo.gov

DATE: January 10, 2022

TO: Mayor Sandy Lucy

SUBJECT: Reappointments for Reserve Officer Rene Patrick Morin and Police Chief Edward Menefee

Honorable Mayor,

I respectfully request the following Reserve Officer be reappointed to a one-year term with the City of Washington Police Department:

NAME	TERM BEGINS	TERM ENDS
RENE PATRICK MORIN	FEBRUARY 01, 2022	FEBURARY 01, 2023

I also request a limited reappointment time for myself as Police Chief, due to my retirement from the City of Washington Police Department.

NAME	TERM BEGINS	TERM ENDS
CHIEF EDWARD MENEFEE	FEBRUARY 02, 2022	JULY 15, 2022

Thank you for your consideration.

Respectfully,


Edward T. Menefee
Chief of Police



WASHINGTON POLICE DEPARTMENT

301 JEFFERSON STREET
WASHINGTON, MO. 63090

636-390-1062 office

Chief of Police Edward Menefee, DSN 221

636-390-2455 fax

emenefee@washmo.gov

Date: 12-06-2021

To: Mayor Sandy Lucy
Washington City Council Members
Darren Lamb, City Administrator

Honorable Mayor, Esteemed Council Members and Courageous City Administrator

I have served the City of Washington as an officer of the Washington Police Department since May 22, 1985. (Close to 37 years.) In that time, I have grown much as a person and an officer of the law. I have seen so much positive change in our community, the City government, the City Administration and the Washington Police Department. It has been my pleasure, and an honor, to be involved in such positive change. I am proud of what we have all done together.

I will soon have 42 years + of service in my career as a police officer. That is a lifetime of commitment to a common purpose; but what a noble, virtuous, fulfilling and honorable service. I believe the Lord has a purpose in life for all of us and am glad he showed me mine.

However, after a long career of service, there comes a time when an old soldier must step aside to make way for the new. To trust that he has passed on his knowledge, experience, and skills to those still here after him and especially to the one that will replace him.

It has required much thought and soul searching on my part. I find it is time to pass off the duty. **It is with some trepidation, but with peace that I announce I will be retiring my position as Chief of Police of the Washington Police Department on July 14, 2022.** I believe I have served with honor, integrity, courage and compassion and have instilled this code of conduct in all the officers of the Washington Police Department.

2a

I have seven months before my retirement. Those months need to be spent making the transition for my retirement. The most important decision being the person to replace me and be the new Chief of Police for the City of Washington Police Department. I have included a second letter with my whole hearted recommendation for whom that should be.

I will continue to serve with honor, integrity, courage and compassion to the last day of service for the City.

Always a privilege and a pleasure to be in the position you have entrusted me.

God Bless



Chief Edward T. Menefee

City of Washington Police Department

20

2a



January 10, 2022

City Council
City of Washington
405 Jefferson Street
Washington, Missouri 63090

RE: Appointment of Chief of Police

Dear Councilmembers:

Pursuant to the provisions of Section 200.040 of the Code of the City of Washington, Missouri I appointed a Committee to provide me with a list of eligibles for appointment as Chief of Police effective upon the retirement of Chief Ed Menefee on July 14, 2022. The Committee recommended one candidate, Captain Jim Armstrong.

Therefore, I submit the name of Captain Jim Armstrong for appointment as the next Chief of Police effective July 15, 2022 upon the retirement of Chief Menefee. I ask for your consent and approval.

With your approval, staff will proceed with the recommendation.

Sincerely,

Sandy Lucy
Mayor



January 11, 2022

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

RE: Bulk Trash Collection - UPDATE

Dear Mayor and City Council Members:

A year ago, I presented a proposal that would modify and improve the way the City handles bulky waste pick up. Currently, the City holds two events a year in which residents essentially set out whatever they choose to be collected. As presented, the following are issues that have been ongoing and have seemingly increased in occurrence over the last few years:

1. **Advertisement** - "Pickers" ascend on the City and go through everyone's stuff prior to pickup. Creates a scattered trash scenario, in which, we do not pick up. Creates an environment in which damage to private property, etc. is occurring.
2. **Regional service** – Allows for unlimited amounts of bulky items. We are seeing 8 mattresses at addresses, multiple tables and furniture, etc. While not the majority, there are locations where, we believe, the outside community is hauling trash into Washington to be placed at addresses to which the service applies. Essentially, we are providing bulk services for non-citizens.
3. **Event held twice a year** – Each citizen has to hold on to their bulky items until the bi-annual event.

The following solution, staff feels, will solve the majority of the issues identified and will improve on the operation by providing a pickup option for bulky items once a month.

Bulky Item collection shall be as follows:

1. *Residences served by dumpster:*
 - a. *Third week in April and third week in October on the residences scheduled pickup day.*
2. *All other residences:*
 - a. *Last scheduled collection date of each month. Each residence shall be allowed two (2) bulky items per month to be collected curbside.*

This will allow an opportunity for the majority of residences to get rid of their items (2 per month) throughout the year, rather than hold on to them for 6+ months. Allows for 24 bulky items per year.

ba

Additional information. We are not proposing a change, and this is meant for information only:

1. Bulky Item Definition - Any item measuring in excess of either forty-eight (48) inches in length or sixty (60) pounds in weight, including, but not limited to, chairs, couches, mattresses, box springs, tables, shelves, toys, bikes, outdoor/garden equipment, and other similar household items.
2. Bulky items does not include construction and demolition waste, auto parts, tires, and hazardous materials.
3. All other residential trash must be contained in accordance with City Code. Loose trash will not be picked up.

This is for discussion only. If City Council would like for me to pursue this modification, staff could have an ordinance ready with a contract modification at the February 7th meeting. The update service would begin at the end of February.

Thank you for your consideration

Respectfully submitted,



John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE SALES CONTRACT FROM DON BROWN CHEVROLET, ST. LOUIS, MISSOURI AND TO APPROVE THE PURCHASE OF A 2023 CHEVROLET SILVERADO 2500HD 4X4 TRUCK WITH QUOTED OPTIONS BY THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Sales Contract with Don Brown Chevrolet, St. Louis, Missouri in an amount totaling Thirty Seven Thousand Eight Hundred Three Dollars and Zero Cents (\$37,803.00) for the purchase of a 2023 Chevrolet Silverado 2500HD 4x4 Truck with Quoted Options. A copy of said Sales Contract is attached hereto and marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

7a

Exhibit A

SALES CONTRACT

This Sales Contract, made and entered into this _____ day of _____, 2022, by and between Don Brown Chevrolet, 2244 S. Kingshighway, St. Louis, MO 63110, herein referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one 2023 Chevrolet Silverado 2500HD 4x4 Truck with Quoted Options.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one (1) 2023 Chevrolet Silverado 2500HD 4x4 Truck with Quoted Options for payment in the total sum of Thirty Seven Thousand Eight Hundred Three Dollars and Zero Cents (\$37,803.00).

The contract documents shall consist of the following:

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

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

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

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

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

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk



January 6, 2022

RE: Recommendation – Use MoDOT State Bid for the purchase of a ¾ Ton 4x4 Truck for the Street Department

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular vehicle needs to be purchased, staff will annually review and analyze the vehicles to determine the current requirement and the need for purchases. In doing so, it has been determined that the 2003 Chevy ¾ Ton Truck (#44), is in need of replacement due to mileage (125,346), maintenance issues, condition, becoming outdated and worn from years of service. The Street Department has budgeted for replacing the truck in the 2021-2022 budget, for \$50,000.

I am recommending that the City of Washington go with the Don Brown Chevrolet truck under the MoDOT State Contract #1FB605CO22000068 for a 2023 Chevrolet Silverado 2500HD 4WD with options listed on the quote, in the amount of \$37,803.00, which is under budget. We will sell the 2003 Chevy ¾ Ton Truck #44 on Purple Wave.

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

Respectfully,

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

Tony Bonastia
Street Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM NEUMAYER
AND TO APPROVE THE PURCHASE OF A SKULLY ST-15
ELK OVERFILL PREVENTION CONTROLLER SYSTEM AND
AMEND THE 2021/2022 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept the bid with Neumayer in the amount totaling Fourteen Thousand Five Hundred Ninety One Dollars and Sixty Eight Cents (\$14,591.68) for the purchase of a Skully ST-15 ELK Overfill Prevention Controller System. A copy of said bid is attached hereto and marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2021/2022 Budget as follows:
General fund 001- Add increase of \$14,591.68 (001-26-000-542200 Machinery & Equipment)

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

SECTION 4: This ordinance shall take effect and be in full force from and after it's passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



5060 Arsenal Street | Saint Louis, Missouri 63139
800-843-4563 | Fax 314-772-2311
www.neumayerequipment.com



Quote #	NECQ3172-01	Account Representative	Pete McCaffrey
Customer:	City of Washington 405 Jefferson Washington, MO 63090	Plan Date/Revision	12/20/2021
Project Contact:	Kevin Hellmann 636-433-5454	Site Owner:	Washington Regional Airport
Expiration Date:	1/31/2022	Project Location:	12958 Hwy 47 Washington, MO 63357
		Project Description:	Skully Overfill System
		Site Contact:	Kevin Hellmann 636-433-5454

SCOPE OF WORK

Skully Overfill System

1. Provide licensed electrician to pull new wire through the existing spare 1" conduit from the hangar to the Jet A above ground storage tank.
2. The electrician will then continue the spare 1" conduit outside the hangar and run new conduit and wire to the breaker panel inside the hangar.
3. From the open 1" conduit next to the Jet A AST, the electrician will continue conduit and wire to the area of the lower fill meter.
4. Furnish and install one (1) Skully ST-15-115 ELK Overfill Prevention Controller with single point thermistor controller on the retainment wall behind the fill meter.
5. Furnish and install one (1) Sculcon box kit SC-60A with 30' cord.
6. Furnish and install one (1) Rack tester.
7. Electrician to install new conduit and wire from Skully Overfill Controller to the Jet A fuel pump motor. Connect 120V power to Skully module and connect permissive contact in Skully controller to stop circuit in the Jet A fuel pump motor.
8. Remove the existing Veeder-Root meter register from the TCS meter located at the bottom of the containment wall.
9. Furnish and install one (1) Veeder-Root 5 Digit pre-set control on the existing TSC meter with the appropriate coupling.
10. Test the complete system with the Jet A transport truck on site to ensure proper operation of the Skully overfill system and pre-set meter register.



Customer: City of Washington
 Quote Number: NECQ3172-01
 Project: Skully Overfill System

NOTE SECTION

Quotation presumes either that customer is a tax exempt entity or that the project is a tax exempt project. Customer shall provide a Tax Exempt Certificate, or sales tax will be treated as an addition to the originally quoted sum.

See material schedule attachment "A".

Quotation does not include labor or materials for work that is not implicitly specified within this quotation.

This quotation is valid for a period of thirty (30) calendar days from the quotation date unless stated otherwise. After thirty (30) calendar days, this quotation shall be subject to our review and may be revised to meet current market conditions.

Quotation includes applicable freight.

Permits, engineered-sealed drawings and processing fees are not included in this quotation. At your direction, we will perform the work and obtain all necessary permits. These charges will be invoiced in addition to the quoted total.

Quotation based on standard hours of installation: 7:30 AM - 4:30 PM Mon-Fri. Installations outside of standard hours or on weekends or holidays will be invoiced in addition to the quoted total via change order.

All sales, materials and labor are subject to Neumayer Equipment Company, Inc. STANDARD TERMS AND CONDITIONS.

TERMS

Net 10 Unless Otherwise Specified
 \$3,000.00 Due Upon Receipt of Signed Contract
 \$10,000.00 Due Upon Shipment From Manufacturer (Net 4)
 Balance Due Upon Completion

SubTotal	\$14,591.68
Tax	\$0.00
QuoteTotal Including Freight	\$14,591.68

We submit this quotation of our interpretation of your requirements, subject to the terms and conditions included with this quotation. When accepted by the customer, this proposal will constitute a bona fide contract between Customer and Seller, subject to the approval of the Seller's credit manager. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, and are subject to change without notice after that date.

Neumayer Equipment Company Inc

City of Washington

Approved By: _____

Approved By: _____

Date Accepted: _____

Date Accepted: _____



Attachment "A" - Material Schedule

Customer: City of Washington
Quote Number: NECQ3172-01
Project: Skully Overfill System

MATERIAL

Qty	Model Number	Manufacturer	Description
1	07677	WERTS	Skully Overfill Prevention Controller ST-15-115
1	08156	WERTS	Sculcon Box Kit SC-6A, 30' Coil
1	09832	WERTS	Rack Tester
1	0788901-023	VEEDER-ROOT	5 Digit Whole Unit Preset - Liquid Controls/TSC Meter with Coupling

TERMS CONDITIONS

- A. The entire contract between Neumayer Equipment Company ("Seller") and Customer is embodied in this writing (the "Contract") and this writing constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Contract. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No Waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by an officer of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises and installation are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Sellers control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time shall not be of the essence of this Contract The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading. Delivery to Sellers plant for purposes of convenience, coordination, or price protection shall be considered "delivery" for billing purposes.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from the designated storage area will be at Customer's expense.
- F. Seller warrants, which warranty shall survive for a period of one (1) year from the date of completion of installation, only that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Sellers obligations and liability under the workmanlike warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment Neither party shall be liable for special, indirect, or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort, or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment The Customer shall make all claims for breach of warranty to the manufacturer offering such warranty, and in the manner specified by the manufacturer of the equipment with a copy of the claim to the Seller. Seller agrees to perform all work in an orderly and workmanship like manner, conforming to all state and local codes, as required. Seller is not responsible for any new laws or regulations not now in effect. Labor, materials and equipment supplied by Seller shall be warranted as specified by the individual contractor, supplier or manufacturer.
- G. The work to be performed and the quotations therefore are based on normal soil conditions. In the event any underground structures, hazardous substances or conditions, cables, sewer, utility lines, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of the contract, the Seller shall not be held responsible and shall be indemnified and held harmless by Customer. Additional costs and liabilities (including attorneys fees) resulting shall be borne by the Customer.
1. In case of winter work, frost removal is not included in this proposal unless otherwise specified.
 2. Property lines and finished grades are to be established and verified' by the Customer.
- H. Customer will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held harmless by Customer in the event a tank should float All expenses of equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- I. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- J. No provision is made in this Contract for special fees, permits, licenses or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements, structures, or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- K. Unless otherwise directed by Customer, if this Contract includes installation, it is a construction contract Whether itemized or not, a construction contract is an agreement between the Contractor and the Owner to improve, repair, replace, erect or alter real property. It is expressly agreed that title to and ownership of the materials included in construction contracts pass from the Contractor to the Owner upon permanent and complete installation as a fixture to realty. If otherwise directed by the Customer, this Contract will be a sale of tangible personal property which may or may not be installed, with title to and ownership of the materials included in the contract passing upon delivery, prior to installation, as tangible personal property. The construction contract will include a service charge or surcharge (S/C) to cover a portion of the non-itemized expenses incurred in the fulfillment of the contract. All taxable sales of tangible personal property will have the appropriate sales tax (S17) charged on the invoice.
- L. If this contract is for work to be performed in the States of Arkansas or Kansas or if this contract does not include installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the materials pass upon delivery, prior to installation.
- M. Seller reserves the right to charge the Customer one and one-half percent (1-112%) per month, on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorney's fees and all other costs of collection if its account is pieced in the hands of an attorney for collection.
- N. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made and specified in writing, signed by the parties.
- O. Indemnity Agreement - The Customer covenants to and hereby indemnifies and save harmless and exonerates the Seller of and from all liability, claims and demand for bodily injury, environmental contamination, and property damage arising out of the work undertaken by the Seller, its employees, agents, or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Customer, whether or not due in whole or in part to conditions acts or omissions done or permitted by the Seller or Customer, except for such liability as is covered by paragraph F above or be the Seller's workmen's compensation insurance.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered.
- Q. If this project includes the purchase of installation of underground storage tanks, Customer is REQUIRED by Federal Law to notify the appropriate government agency regarding the existence of these tanks. Contact your State environmental authority for exact reporting procedures.
- R. It Customer may cancel this contract after acceptance only under the following terms and conditions: (1) Any such cancellation must be in writing, and must be received by Seller five (5) business days prior to the date upon which work is to be begin. (2) Five percent (5%) of the total amount of the contract sum will be charged as a cancellation charge, payable within ten (10) days of the date upon which Seller identifies to Customer the exact cancellation charge amount (3) In addition to the cancellation charge, Customer is responsible for any restocking or similar charges Imposed upon Seller by manufacturers or suppliers of the equipment ordered for this project No employee of the Seller has the authority to waive cancellation charges, which may only be waived in writing by the President of the Seller.
- S. Except to the extent of the applicability of the Mechanics' Liens Law of Illinois, this contract shall be enforced, governed and construed under the laws of the State of Missouri by and through courts of competent jurisdiction in Missouri.
- T. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

If the work is to be performed in Missouri, the following applies:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

If the work is to be performed in Illinois, the following applies:

THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS



January 3, 2022

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

RE: Washington Regional Airport (FYG)
Skully Overfill System

Dear Mayor and City Council Members:

The Washington Regional Airport (FYG) operates a full service airport for fueling operations. Recently, we have been notified that our current Jet A fuel tank is required to have a Skully Overfill System as required by MoDOT / FAA. This is a new requirement.

The purpose of the Skully Overfill System is to provide the fueling vehicle with an adequate static ground path to the rack/gantry. This system interfaces with optic sensors used for bottom and top-loading of tank vehicles. The attached plug and 30' coiled cable connect to the vehicle mounted receptacle, or socket, which is wired to the refueler sensor. This system signals for automatic shut off within a half-second of detection a potential overfull condition.

In summary, we are requesting that City Council approve the purchase of installing a Skully Overfill System for \$14,591.68. We only received one bid from our fuel system parts/service vendor, Neumayer.

This will require a budget amendment. The City did receive \$13,000.00 from the CARES Act that could be utilized to fund the majority of this unforeseen expense.

Respectfully submitted,


John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH MIDWEST INFRASTRUCTURE COATINGS FOR THE OBIC POLYURETHANE LINER SYSTEM

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Sales Contract with Midwest Infrastructure Coatings in an amount totaling Forty Six Thousand Three Hundred Forty Five and Zero Cents (\$46,345.00) for the OBIC Polyurethane Liner System. A copy of said Sales Contract is attached hereto and marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

Approved: _____

ATTEST: _____

President of City Council

Mayor of Washington, Missouri

**EXHIBIT A
SALES CONTRACT**

This Sales Contract made and entered into this _____ day of _____, 2022 by and between **Midwest Infrastructure Coatings, Owensville, MO 65066**, hereinafter referred to as "Seller"; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the lowest bidder for OBIC Armor 1000, aromatic polyuria coating system for the sanitary manhole lining.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with services for manhole lining for the payment in the total sum of Forty Six Thousand Three Hundred Forty Five Dollars and Zero Cents (\$46,345.00).

The contract documents shall consist of the following:

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

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

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

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

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

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor - Washington, MO

ATTEST: _____
City Clerk



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Manhole Lining
Date: 01/06/2022

Mayor and Council,

The Wastewater Department went out for bids to get manholes lined following the Slip Lining Project.

We received two bids:

Midwest Infrastructure Coatings	\$46,345.00
Spectra Tech	\$50,000.00

The Board of Public Works gave approval, and staff is asking for your approval to proceed with Midwest Infrastructure Coatings.

Thank You,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem", is written over a light blue circular stamp.

Kevin Quaethem
Public Works Superintendent



1564 Highway 28, Owensville, MO 65066
417-631-7064

RE: Washington Mo Manhole Lining

We are pleased to present the following proposal:

Install the OBIC Armor 1000, aromatic polyurea coating system. We are a certified Applicator of OBIC materials.

- This quote is good for 30 days
- Pricing is for installation of the Multi-Layer Liner System including surface preparation, & Supervision
- Requires Application Truck access within 200' of the structures to be provided.
- Off road locations may require assistance from owner for access.
- DOT Traffic Control to be provided by others if required. Our crew will supply cones for the immediate work area.
- Water source, nearest hydrant or spigot to be made available.
- Permits, Fees and Inspector Rates are not included in this quote.
- Client is responsible for all applicable sales tax.

**OBIC Polyurethane Liner System Installation of 201.5 vertical feet
Manhole lining @ \$230.00 per ft Total cost \$46,345.00**

The OBIC Liner System Has a 10 Year Limited Warranty.

Upon agreeing to the terms, we ask you acknowledge in the area below and fax to our office. Should you have any questions regarding this proposal, please feel free to call me.

Thank You,
Bryon Baker
Midwest Infrastructure Coatings
bbaker@midwestinfrastructurecoatings.com
417-631-7064

Company Name _____

Name _____

Signature _____

P.O. # _____

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A PARKING LICENSE AGREEMENT BY
AND BETWEEN THE CITY OF WASHINGTON, MISSOURI
AND WASTE MANAGEMENT OF MISSOURI, INC.

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Parking License Agreement by and between the City of Washington, Missouri and Waste Management of Missouri, Inc., 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

PARKING LICENSE AGREEMENT

This Parking License Agreement (“Agreement”) is made and entered into as of _____, 2022 by and between the City of Washington, Missouri (the “City”) hereby grants to Waste Management of Missouri, Inc., a Delaware corporation (the “Licensee”) a license to use up to twenty (20) parking spaces (“License Area”) each being approximately 12’ x 36’ in size and located on the City’s parking lot located at the City of Washington Struckhoff Sanitary Landfill at 925 Struckhoff Lane, Washington, Missouri, as depicted on attached map. The parking spaces shall be on an unallocated basis in common with the City, other licensees of the City, and the agents and invitees of the City. Licensee shall comply with any reasonable rules and regulations that the City may make from time to time with respect to the parking facilities.

Licensee shall have the option to utilize additional storage for up to 20 additional roll off containers, compactor and dumpster units and roll off trucks (“Units”). If Licensee exercises the option, then the additional future storage area indicated on the attached map shall be utilized when Licensee provides the City with 60 days’ written notice.

The term of this Agreement shall be twelve (12) months commencing the 1st day of January, 2022 and ending the 31st day of December, 2022.

All fees must be paid in advance. Parking fee for the license area shall be **\$700.00** per month for the first 20 units and is due **BEFORE** the first of each month. If Licensee desires use of the additional space as described above, the fee shall be based upon the amount of additional space and using the calculation of Thirty Five and 00/100 Dollars (\$35.00) per Unit. Non-receipt of payment not cured within ten (10) days of written notice from the City will result in a loss of license to park.

This Agreement permits the parking of fully operable Units only. Access to the License Area is during landfill business hours only, Monday through Friday 7:00 a.m. through 4:00 p.m. and Saturday 7:00 a.m. through 12:00 p.m., excluding holidays. Vehicle or container repair cannot be done on the property unless written permission from the City is provided. For the purposes of maintenance, the City may restrict parking and require Units to be moved on at least 14 days’ written notice to Licensee. Waste shall not be left in the Units. The Licensee is liable for the cost of any repairs or cleanup costs plus costs of collection resulting from physical damage or littering in the License Area caused by the Licensee. Units leaking fluids shall be excluded from the License Area.

The City and Licensee may modify this Agreement in writing and signed by both parties. The City or Licensee may cancel this Agreement for any reason upon at least thirty (30) days prior written notice to the other party.

All notices or other communications required or permitted under the terms of this Agreement shall be made in writing and shall be deemed given: (i) when sent by commercial overnight carrier or courier freight prepaid, the next business day after delivery to such courier; or, (ii) three (3) days after deposit of same in the Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the party to be notified at the following addresses:

If to Licensee: Waste Management of Missouri, Inc.
 c/o Corporate Real Estate Department
 720 East Butterfield Road, 4th Floor
 Lombard, Illinois 60148
 Attention: Director of Real Estate

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

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

The City will not be liable for any damage to property or injury to persons caused by any third party, acts of God, or other causes except the gross negligence of the City's employees or agents.

Licensee shall, at its own sole cost and expense, throughout the term, procure and maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the License Area, such insurance to afford immediate protection to the limit of not less than Three Million Dollars (\$3,000,000.00) combined single limit and Three Million Dollars (\$3,000,000.00) aggregate.

All insurance shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility and qualified to do business in the State of Missouri, which have been approved by the City. All policies of insurance provided for shall name the City and Licensee as the insureds or additional insureds, as their respective interests may appear.

The Licensee, as a further consideration for the aforesaid grant of permission, agrees to indemnify and save the City harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorneys' fees and expenses that the City may sustain, incur, or become liable for on account of the grant of this license to Licensee, including without

limitation loss or destruction of or damage to any property whatsoever, and death of or injury to any persons growing out of the use of the License Area, or the failure of the Licensee or its officers, directors, employees, agents, invitees, contractors, subcontractors, or members to comply fully with the Licensee's obligations hereunder.

If either party shall violate continuously or otherwise any of the terms of this agreement which are binding upon it, the other party shall not thereby be deemed to either have waived or relinquished any term of this agreement or to have acquiesced in any such violation thereof, unless the other party shall express their consent thereto in writing.

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Franklin County, Missouri.

The Licensee shall comply with all applicable federal, state, and local laws in the performance of this agreement.

LICENSEE:

Waste Management of Missouri, Inc.

James A. Wilson, Vice President

Date

CITY:

The City of Washington, Missouri

By: _____

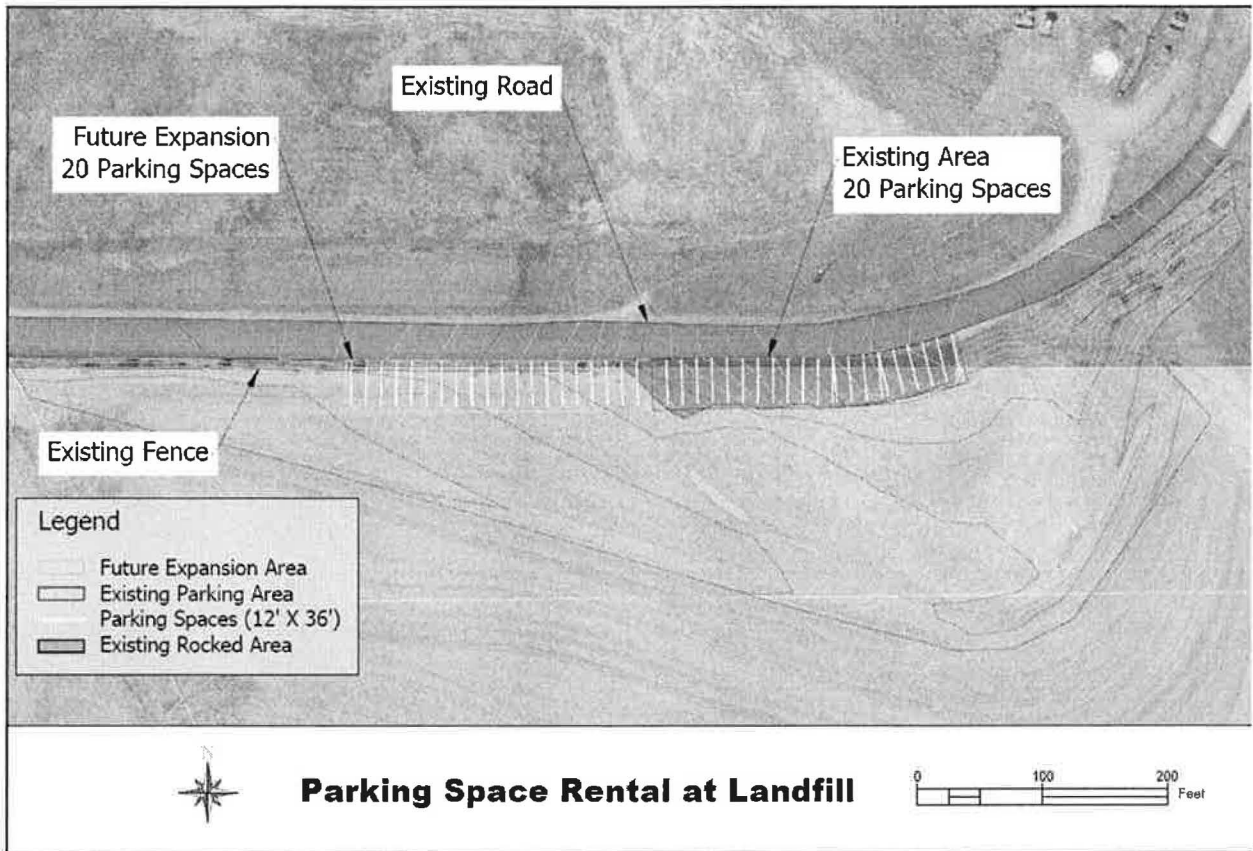
Name: _____

Title: _____

Date

Exhibit A
Depiction of license area

Blue is existing area which can park 20 containers. Red is possible expansion for additional containers, per Waste Management's possible future request of up to 20 more spaces.





January 12, 2022

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

RE: Landfill Parking License Agreement

Dear Mayor and City Council Members:

The attached agreement is a proposal to renew the 12 month rental agreement for Waste Management for storage of their roll off containers, compactor and dumpster units and roll off trucks ("Units") at the Struckhoff Sanitary Landfill.

This agreement will continue to rent 20 spaces to Waste Management for their landfill containers on the 9.72 acres the City purchased south of the landfill. The storage agreement is for a maximum up to and including 20 units. They will pay for 20 units at \$35.00/unit parking space which is \$700.00/month. This is a set price whether they have 0 or 20 units on site. They also have the option to increase their rental spaces in any increment up to an additional 20 units (40 max.).

Please reference the agreement for your review and approval.

Respectfully submitted,

Andrea F. Lueken

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2021/2022 BUDGET OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: This ordinance shall amend the 2021/2022 Budget as follows:
Sewage Treatment Collections 410-36-000-520400 - Add increase of \$10,000.00 for preliminary design of the South Point Sewer (410-36-000-52040 Other Contracted Services).

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



January 10, 2022

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

RE: Sewer Extension - ARPA
Preliminary Design Work

Dear Mayor and City Council Members:


City staff has been working diligently to review and analyze the feasibility to extend sanitary sewer in various locations around the City. This effort has required engineering services for survey, preliminary design, and utility layout.

In accordance with American Rescue Plan Act (ARPA) guidelines, this investigation is fully funded provided from the act.

The ordinance presented will utilize \$10,000.00 of ARPA funds and transfer it, via Budget Amendment, into the Wastewater Fund for this use.

Thank you for your consideration

Respectfully submitted,


John Nilges, P.E.
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IV, NO PARKING AT ANYTIME, OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI

Be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: Schedule IV, No Parking- At Anytime, of the Washington City

Code, is hereby amended as follows:

Schedule IV, No Parking at Anytime

Location	Add	Delete
Main Street, West, at the following location: South side, between the east line of Lafayette Street and a point 115 feet east of the east line of Lafayette Street		✓

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



January 12, 2022

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

RE: Amend Ordinance for No Parking at Any Time on West Main Street

Dear Mayor and City Council Members:

Please find enclosed an ordinance proposing to amend a portion of the Traffic Code, specifically *Schedule IV, No Parking at Any Time*. The Traffic Committee reviewed this request and recommends that a no parking zone on the south side of Main Street east of Lafayette Street be repealed to address the change of ownership due to the Missourian vacating the premises. This recommendation would add an additional 3 on-street parking spaces.

The Traffic Committee recommends that the no parking amendment in the attached ordinance be adopted. Thank you for your consideration.

Respectfully submitted,

Andrea F. Lueken

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

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE THIRD STREET ROADWAY AND ADA COMPLIANCE PROJECT, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, this section of Third Street provides a vital transportation corridor from Jefferson Street to High Street; and

WHEREAS, the pedestrian crosswalks are not ADA compliant and are in disrepair; and

WHEREAS, curb and gutter is in need of reconstruction; and

WHEREAS, sidewalks and ADA ramps will be removed and replaced to repair their deteriorating condition and bring into ADA compliance to support a bikeable/walkable community; and

WHEREAS, grant money for such project is available through the East-West Gateway Council of Governments; and

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

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Surface Transportation Block Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the High Street Reconstruction and ADA Improvements Project.

SECTION 2: That the City Engineer is hereby authorized and directed to execute said Surface Transportation Block Grant Application on behalf of the City of Washington, Missouri.

SECTION 3: That the said Surface Transportation Block Grant Application provides for the process of granting an agreement between the Missouri Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	7,384
<i>Grant</i>	\$	1,476,960
<i>City Match</i>	\$	369,240
<i>Total</i>	\$	1,853,584

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its adoption.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



January 11, 2022

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

RE: Resolution – Third Street STP Application

Dear Mayor and City Council Members:

The following resolution authorizes the City to apply of funding through East-West Gateway for the following project:

THIRD STREET ROADWAY AND ADA COMPLIANCE

This project will overlay, remove and replace curb and gutter, and make ADA improvements along Third Street from Jefferson Street to High Street. The following is the funding breakdown:

<i>Application Fee</i>	\$	7,384
<i>Grant</i>	\$	1,476,960
<i>City Match</i>	\$	369,240
<i>Total</i>	\$	1,853,584

If awarded the project, it would be funding out of the City's ½ cent transportation sales tax.

Respectfully submitted,

John Nilges, P.E.
Public Works Director

attachment

Third Street - Roadway and ADA Compliance Project Detailed Map





January 11, 2022

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-0101-Northern Star Homes-Preliminary Plat-The Meadows at Koch Farms

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on January 10, 2022 the above mentioned preliminary plat was approved with a 6-1 vote in favor.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: January 10, 2022

Re: File # 22-0101– Preliminary Plat – The Meadows at Koch Farms

Synopsis: The applicant is requesting approval of Meadows at Koch Farms Plat 1 – a 36 lot subdivision

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-1D
South	Farm Land	N/A
East	Single Family/ Vacant	N/A
West	Single Family	N/A

Analysis:

The applicant has submitted a preliminary plat on newly annexed 10 acres that was previously the Koch Farm. The plat consists of approximately 10 acres, 36 single-family lots, and 3 proposed streets.

The plat proposes a main street of Koch Lane that will have access to Bieker Road and terminate in a stub to a future development on property to the west. The proposed stub is in accordance with the City's comprehensive plan to connect to a future Rabbit Trail. The proposed access to Bieker Road will also be a minimum of 200 ft. away from the Rabbit Trail connection to Bieker, minimizing concern with two breaks in Bieker Road too close to one another. The plat also shows a 120' long temporary turnaround for emergency services until the connection is complete. Koch Lane proposes a 35 ft. improved surface within a 50 ft. right-of-way meeting the minimum requirements in the subdivision code. There are two proposed cul-de-sac streets, each being 30 ft. wide with an approved 96 ft. cul-de-sac. Since each side street has less than 10 homes on it, the 30 ft. proposed streets also meet the subdivision code.

The plat meets all easement, lot size and access requirements set forth in the City Code. The property is zoned R-1D Single Family Residential allowing for lots down to 7,500 sq. ft. There are no stormwater detention easements shown, however, the applicant has stated that they over-retained in the Overlook at Weber Farms to the north to allow for this development. Stormwater calculations will need to be submitted proving that prior to a final plat being approved. If they end up needing to place stormwater on site, a revised plat will have to be approved by Planning and Zoning.

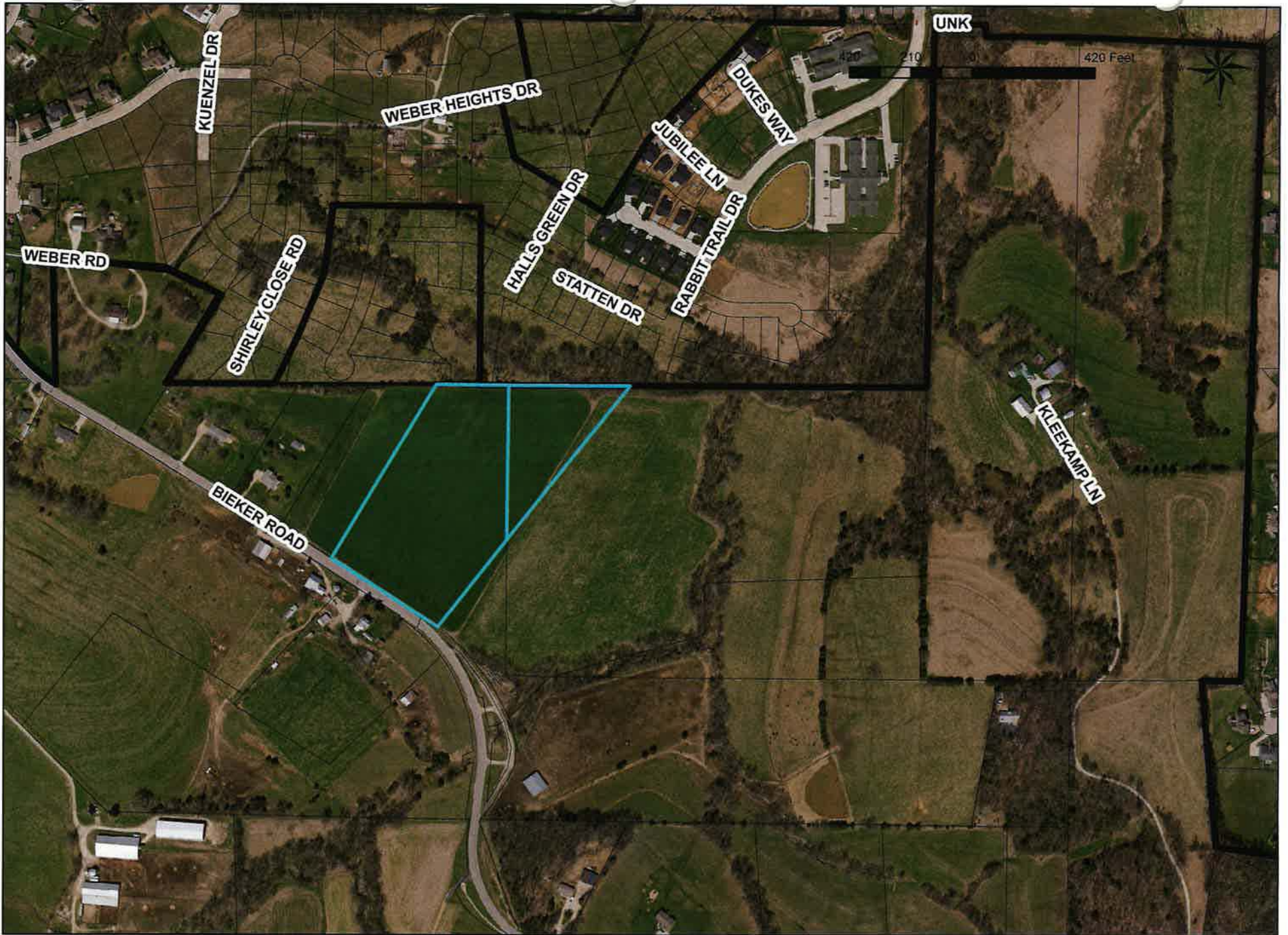
Recommendation:

Staff recommends approval of preliminary plat for The Meadows at Koch Farms Plat 1 under the following conditions:

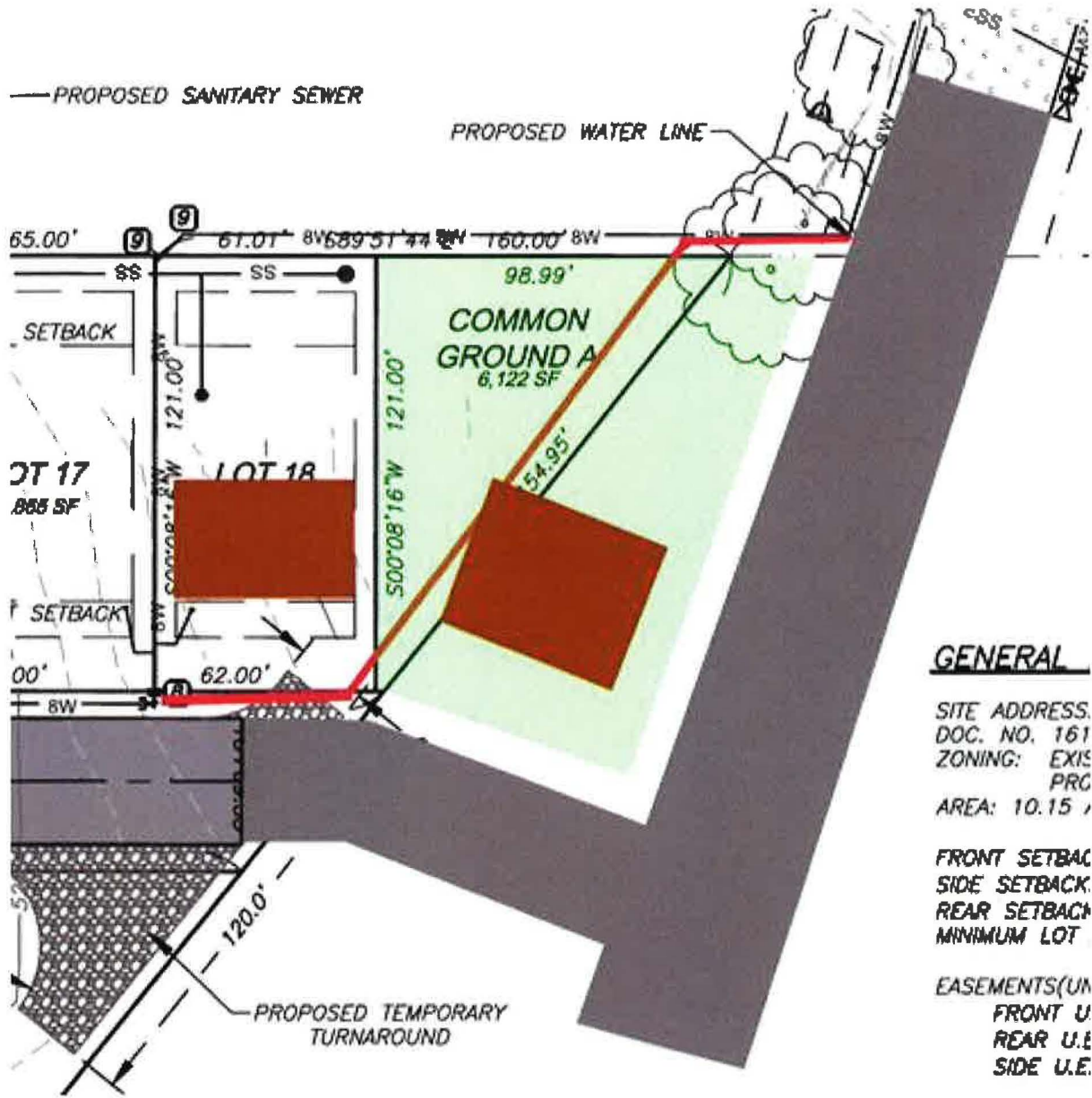
1. Stormwater calculations allowing the now on site detention must be submitted and verified by the engineering department.
2. Improvements must be completed per approved construction plans prior to a final plat being approved or a performance guarantee must be approved accompanied by a letter of credit or escrow.

Attachments:

1. Application
2. Plat
3. Aerial
4. Proposed Rabbit Trail Connection



Possible Connection Layout



22-0101

CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 Jefferson Street • Washington, Missouri 63090
636.390.1010 phone • 636.239.4649 fax

PRELIMINARY PLAT APPLICATION

Date: 12-15-2021

Applicant Information:

Name: Northern Star Homes, LLC. Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Do you own the subject property? Yes No

If not, please provide ownership information here:

Name: VMH, LLC Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Name of Proposed Subdivision: The Meadows at Koch Farm

Number of Lots Proposed: 36 Zoning District(s): R1D

Two copies of a detailed plat of the subject property must accompany this request.

Fee: *Seventy-five dollars (\$75.00) for the first two lots, plus seven dollars (\$7.00) for each lot in excess of two. This fee must be paid to the City of Washington at the time this application is filed.*

APPLICANT'S SIGNATURE:


APPLICANT/COMPANY NAME (Printed):
Northern Star Homes, LLC

LANDOWNER SIGNATURE(S):


LANDOWNER NAME (Printed):
VMH, LLC

