

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

<b><u>1. INTRODUCTORY ITEMS:</u></b>	<b><u>SUGGESTED</u></b>	<b><u>COUNCIL ACTION</u></b>
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the February 22, 2022 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Change Order No. 1 – 2021 Front Street Electric Service Conversion Project		
b. Liquor License Application – La Joya AR LLC dba Taco Loco, 2016 Washington Crossing		
<b><u>2. PRIORITY ITEMS:</u></b>		
<b><u>Mayor’s Presentations, Appointments &amp; Re-Appointments</u></b>		
a. Police Department Appointment	Approve/Mayor	Memo
b. Urban Forestry Council Reappointment	Approve/Mayor	Memo
<b><u>3. PUBLIC HEARINGS:</u></b>		
<b><u>4. CITIZENS COMMENTS:</u></b>		
<b><u>5. UNFINISHED BUSINESS:</u></b>		
<b><u>6. REPORT OF DEPARTMENT HEADS:</u></b>		
<b><u>7. ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance accepting the proposal for Standard Architectural/Engineering Services for Interior Alterations with Cochran Engineering for the Freight Depot.	Read &Int/Read/Vote/Mayor	Memo
b. An ordinance accepting the proposal from Radio Comm Co. for the installation of a Motorbo UHF-VHF Gateway and amend the 2021/2022 Budget.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance accepting the contractor agreement from Klekamp Lawn and Landscape LLC for Grounds Maintenance Services by the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	Memo
d. An ordinance authorizing and directing the execution of a Corrective Quit Claim Deed by and Between the City of Washington, Missouri and 801 Terry Lane, LLC.	Read &Int/Read/Vote/Mayor	Memo
<b><u>8. COMMISSION, COMMITTEE AND BOARD REPORTS:</u></b>		
a. 2022 Aquatic Complex Fees	Accept Into Minutes	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:**

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax
- c. Transportation Sales Tax
- d. Local Option Use Tax
- e. Budget Report

**14. ADJOURNMENT:**

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION  
PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.  
POSTED BY SHERRI KLEKAMP, CITY CLERK, MARCH 4, 2022

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
TUESDAY, FEBRUARY 22, 2022**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, February 22, 2022, at 7:00 p.m. in the Council Chamber. Mayor Pro Tem Steve Sullentrup opened the meeting with roll call and Pledge of Allegiance.

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

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

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 February 7, 2022 Council Meeting

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

**Approval and Adjustment of Agenda:**

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

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Re-Appointments:**

\* Police Department Reappointments

*February 16, 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:*

		<i>TERM</i>
<i>NAME</i>	<i>APPOINTED</i>	<i>EXPIRES</i>
<i>Betsy Schulze</i>	<i>March 01, 2022</i>	<i>March 01, 2023</i>
<i>Detective</i>		
<i>Rebecca Chaplin</i>	<i>March 18, 2022</i>	<i>March 18, 2023</i>
<i>Police Officer</i>		

*Respectfully submitted,*

*Sandy Lucy*

*Mayor*

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

**PUBLIC HEARINGS**

\* Rezoning #9 & #11 Burnside

*February 15, 2022*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*RE: File No. 22-0201-Applicant is requesting to rezone #9 & #11 Burnside from R-2, Two Family to R-3, Multi Family*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on February 14, 2022 the above mentioned rezoning was denied with a unanimous 6-0 vote.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Maniaci:** Good Evening Council. Tonight on your agenda is a request to rezone. It's a duplex on Burnside Street here. It's got two addresses because it is a duplex, 9 and 11 Burnside. It is just two houses up from the termination of the north side of Burnside Street.

They are requesting to rezone this property from R-2 Overlay to R-3 Multi-Family. The R-2 Overlay currently allows, sorry, I'll go to the zoning map here. You can see this whole block is yellow is R-2 Overlay; everything in this area is in that district. That zoning, the R-2

allows two-family in the overlay district and this part of town allows for single-family uses as well. The best example of that overlay district really is this area of Burnside, because everything on the west side of the street here is a duplex and everything on the east side as a single-family structure. So, it really fits into R-2 Overlay having both uses on this street.

In the packet, there should of, in my staff report and attached to the application from the applicant. They submitted photos that show when this structure was built, I believe in the 80's that it was actually constructed with three meters, so three electric and electric meters and then water meters as well. They are interested in placing a basement unit that would have walk out unit on the back here to add a third apartment basically to this duplex. Like I said, R-2 Overlay does not allow multi-family on anything above two units. So in order to do that, they had to go through a rezoning.

Given that this area is completely in the R-2 Overlay, there is nothing else in this in the proximity that has any multi-family. You know, when you get closer to Third Street or Fifth, it starts transitioning. You have a mix of uses, but really in this area, it's primarily single-family, even a duplex, if they were to be developed today goes by Single-Family Attached. We consider those traditional duplexes now, a Single-Family Attached and not a type of multi-family.

It's staff's recommendation approving this rezoning to an R-3 a result and what we call spot zoning. It allows, it's whenever you create a zoning district that has nothing compatible with it in the direct area, and I think that you set a precedent there by approving that to possibly allowing future spot zonings throughout the community.

We do recommend denial of this request and recommend keeping it as R-2 Overlay and just having two units there. I will, we had this discussion at Planning and Zoning last week and although adding a single unit may not really have a significant detriment because they'd have to provide off street parking there, it's really only have a minor increase in density. We still think it doesn't create a good precedent for allowing the type of spot zoning where it is not currently in the neighborhood.

P&Z reviewed this last week like I said, and did unanimously vote to deny it as well, so that requires tonight a supermajority in order to pass that. On rezoning only, if Planning and Zoning recommends denial, you have to have a supermajority at Council to pass.

**Lamb:** Which is six votes.

**Maniaci:** Correct, thank you.

**Patke:** Sal, in the picture, it looks like a single-family home and according to the blueprint given to us, it looks like a single-family home. Is it separated upstairs and downstairs?

**Maniaci:** It's a duplex, there's two units there.

**Patke:** Side by side.

**Maniaci:** Yeah, I think the plan you have is for a possible layout of that third unit.

**Skornia:** He's got an actual photo.

**Lamb:** They're talking about the photo...

**Patke:** I'm just looking at the straight photo, and it just looks like a single-family home with a two car garage, but that's okay. I mean, either way, I'm just going to make sure if it was an upstairs or downstairs and then this is asking for a third?

**Patke:** The third would be in the basement?

**Maniaci:** Correct.

**Hidritch:** The basement with the pictures.

**Patke:** Well right, look...

**Hidritch:** The pictures that show the basement, that's where there...

**Sullentrup:** Anymore questions from the Council? This is a Public Hearing, so if there's anybody in the stands that would like to come up to the podium, give us your name and address.

**Martin Hartzell:** Sir, my name is Martin Hartzell. I live at...

**Sullentrup:** Speak into the mic sir.

**Martin Hartzell:** Oh, my name is Martin Hartzell. I live at 2052 Skyline Drive in Pacific. You're right, it's an upstairs, downstairs and that gentleman was right about it having meters from the past. I don't know what, we bought it and later we saw the meters and we thought, you know what, maybe we could put another unit because there's a wide staircase going down to the basement. You go, it's like five foot wide and it has egress windows on the one end and we were going to put a drive in. So, I mean, that's really the only. That's our deal. We were going to put another single, you know, single lane drive in which would make it two cars, no street parking. So thank you very much.

**Sullentrup:** Anyone else?

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

**Bill No. 22-12535, FAILED, Introduced by Councilmember Holtmeier, an ordinance rezoning #9 & #11 Burnside from R-2, Single-Family Residential District to R-3, Multi-Family Residential District in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and failed 6-0 on the following roll call vote; Skornia-nay, Sullentrup-no vote, Patke-nay, Wessels-nay, Reed-nay, Hidritch-nay, Holtmeier-nay, Pettet-absent.

\* Special Use Permit – 406 East Third Street

*February 15, 2022*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*RE: File No. 22-0202-Applicant is requesting a Special Use Permit for 406 E. Third Street for a Short Term Rental*

*Mayor & City Council,*

*At the regular meeting of the Planning & Zoning Commission held on February 14, 2022 the above mentioned Special Use Permit was approved with a unanimous 6-0 vote in favor.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Maniaci:** All right, this request is actually right up the street from the one that we just looked at. This is Burnside and Hooker Street, and right on Third in between those two blocks.

The applicant I've highlighted here in blue, they're requesting to have a Special Use Permit to operate a short-term lodging more commonly known as an Airbnb or VRBO. As we've commonly seen, as you can see, I've highlighted in the area of these two yellow dots. There are two existing ones, a block, block in a half to the east on Locust Street.

These uses are what staff's recommendation are still residential in nature. They just allow for turnovers less than 30 days rather than a rental that would be longer than 30 days. They still have to go through all residential occupancy inspections on an annual basis, register for the bed tax and follow all other nuisances and noise codes.

Like we've seen these in the past few months, we do recommend approval of this. It does have, sorry should have shown it, it is R-2 Overlay as well. You can see where that district is. But, in this area, you can see it does have off-street parking on site so any renters would not have to utilize on-street parking only.

P&Z reviewed this last week as well and voted unanimously to approve it.

**Hidritch:** There was nobody that, no neighbors that opposed it either...*inaudible*.

**Maniaci:** Correct.

**Sullentrup:** Again, this is a Public Hearing so if there is anybody in the stands that would like to talk about it come up to the podium.

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

**Bill No. 22-12536, Ordinance No. 22-13489, an ordinance granting a Special Use Permit to utilize 406 East Third Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

\* Voluntary Annexation – The Highlands

*February 15, 2022*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*Re: File No.-22-0203-Annexation-The Highlands*

*Dear Mayor & City Council:*

*At the regular meeting of the Planning & Zoning held on February 14, 2022 the above mentioned Annexation was approved with a unanimous 6-0 vote in favor.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Maniaci:** All right. So actually, the next two items on your agenda, four technically because there's two Public Hearings and two ordinances. So, you have an e and f are together, g and h are together, I'm going to do one presentation. If you saw my staff report it, really it's kind of

a complex application that really includes six requests based on what they're doing; three of them pertaining to a voluntary annexation, three of them pertaining to zoning to match that new annexation.

The property in question. This is considered the Highland Meadows Developments about 90 acres here from Highway 100, all the way down to where the current City limits are on the southern end of where the Marquart Farm begins.

This a fairly old aerial. We haven't got an updated aerial on our GIS yet, but obviously High street has been constructed down to where about my laser pointer is now. So, this area highlighted in blue here is the proposed annexation area excluding the farmhouse. You'll see there on the next exhibit that we're excluding, the applicants requested to exclude that area from this request. But, the map highlights that because that currently is one parcel. It is currently again, this area is outside of the City limits, so there's kind of two parts to this. There's the annexation and then the zoning.

When this area was developed, you can see all of this northern half of Highland Meadows was considered commercial, also annexed and brought in as C-2 General Commercial for big box and retail outlots. As you went south, you can see this area was zoned pre 2017 to Senior Community District, which allows for the development that has happened there. That has already actually been occupied; this area here in the lighter blue, is outside the City limits.

The reason tonight why I have so many requests is because you can see as this area in purple was annexed and zoned before High Street was built and as High Street was constructed further south, the topography and what was approved with the plat, you can see it didn't actually follow that property line, it actually split. So, you have this small sliver now on the east side of High Street that is still zoned Senior Community District, that is not part of the senior community development. It will actually be part of this area to the east. I'm sorry, yeah, to the east that is getting developed

There's kind of a lot going on here but this was the easiest way, I think to, we worked with the applicant to be able to explain what was being requested. But, I'll go through the annexation request first.

So, everything on the east side of this map on these colors, you got the red, pink and orange is what is proposed to be annexed. So, this number two here, where you have the red, is supposed to come in as C-2 General Commercial. The reason being is this lot already exist, and they're looking to square that off as essentially this will be the last commercial lot. So, they're requesting to bring it in as C-2, which is adjoining to the commercial zoning to the north of that. You can see that's as High Street comes down. This is commercial. This is the senior community, and then this is what they're bringing into commercial.

This pink here, they're requesting tract five. It's got a four on here. They're proposing to annex it, as R-1C Single-Family Attached. So again, that's that zoning district that we allow for duplexes. So essentially, this will be a street off here that are duplexes.

Then six here, tract four is annexed proposing as R-1D Single-Family Residential, and that's the zoning district that we have, it was created, I think in 2012 that allows for 7,500 square foot lots. That's what you've seen 95% of our new housing since I've been here since



2016, has come in as everything in Overlook, Weber Farms, Stone Crest, that's that R-1D Single-Family Residential.

It's important to point out here that there is this area further south is directly adjacent to where Sophia Drive is in Autumn Leaf. So, when Autumn Leaf was constructed, I believe in 2006, it was proposed all along to have a second way in and out of this subdivision over to High Street. There's a multitude of reasons for that. What's that? I'm sorry.

**Lamb:** I'm sorry, I didn't mean, two separate ways.

**Maniaci:** Yes.

**Lamb:** Sophia Drive and Emily Lane were both built to go ahead...*inaudible*.

**Maniaci:** Correct. This area of Emily Lane is not proposed to be annexed yet, but this area next to Sophia is. So, one it is important to make that final connection because it's been in our comp plan, it is efficient for our emergency services to have a second way in and out, it actually allows us to loop a water line to have better water quality. And lastly, actually we wouldn't a subdivision of this size would is not permitted in the fire code. You only have one way in and out. I think a good example of that, and I saw the Fire Chief is here, when there was a fire on one of these first lots here a couple of years ago, they had to shut down the street. There was no access for anyone who lives here. If there was another emergency further down, they wouldn't be able to get adequate help to anyone further down there. So with that said...

**Reed:** Hey Sal...

**Maniaci:** Yeah.

**Reed:** Could you go back?

**Lamb:** The exhibit?

**Reed:** No. Back, back...

**Lamb:** I think he wants; do you want the annexation one?

**Reed:** Yeah.

**Lamb:** *Inaudible*

**Maniaci:** *Inaudible*

**Reed:** There. The difference between four and six. You said they're both residential, ones R-1C, ones R-1D but, I thought you just said that they were both the same thing.

**Maniaci:** No.

**Reed:** Explain the difference between 4 and 6.

**Maniaci:** So 4 and 6, 4 is duplexes. That's the pink. R-1C is Single-Family Attached, where it's traditional duplex, where you have a shared wall. 6 is Traditional Single-Family.

**Reed:** Okay.

**Maniaci:** So duplexes here...

**Lamb:** And that goes down to 7,500 square feet on R-1D. Correct?

**Maniaci:** Yes. So, do you understand on track five, where he's got the R-1C, that's just the duplex but as I say, not only do they have the shared wall, but the lot line goes right down the middle of that for purposes, it's a zero setback...*inaudible*.

**Reed:** Okay.

**Wessels:** And that section between 2 and 4 is the farmhouse that does not want to be annexed?

**Maniaci:** Correct.

**Lamb:** It's future development.

**Maniaci:** Future development.

**Wessels:** You've got a hole in that...

**Reed:** So, they're still going to be out of town even though we're all around them?

**Maniaci:** Correct, which has happened before. It's just if they're not ready to annex in the way to get them. The only way to force annexation is by an election, which obviously we haven't done.

**Reed:** Right.

**Maniaci:** And so, those are the three requests for the annexation. In these brighter colors, Commercial Single-Family Attached, Traditional Single-Family Residential.

This next three requests that are pertain to the zoning, because I mentioned that High Street was built a little bit to the west. Here you have this strip that is still Senior Community District. Well, obviously it's too narrow to be developed individually and the senior community developments over here, nothing that's not going to be....

**Lamb:** Everything on the west side.

**Maniaci:** Everything thing on the west of the senior community. Nothing here in this purple is going to be developed as senior community. And so they're requesting to rezone parcels 1, 3 and 5 here to match what their annexation. So, this 1 the proposal to bring in as C-2 , this 3 that proposal to bring in as R-1C for duplexes and 5 this tiny sliver, rezone it to match what's being brought in here to R-1D.

So, you got three annexations for the new zoning and then three rezonings to match those along here. In staff's recommendation, it really cleans up those parcels there. Since High Street kind of creates this sliver. It cleans that up.

**Reed:** The people that own those lots also own that it just never was zoned?

**Maniaci:** Correct.

**Reed:** Correct?

**Reed:** Okay.

**Maniaci:** Yes, this is all still under one owner.

**Reed:** I gotcha.

**Wessels:** And we would then intend to extend High Street to catch both Sophia and Emily?

**Lamb:** At this time, I think is just for Sophia.

**Maniaci:** Correct. We wouldn't be able to...

**Lamb:** This is a separate farm.

**Maniaci:** Yeah. This is a different owner where Emily comes up to us so we wouldn't be able to until we have a plat on that, we wouldn't have anything to comment on.

**Lamb:** Correct.

**Nilges:** I would also add to that, when the prior to the change of ownership from the Jasper Farm to the current owner, the City was able to acquire what was called a corridor from High Street to the Marquart Farm. Basically what that is, is per legal description, the City acquired a 400 foot wide swath corridor to where a public street could be built at any given moment. Now, obviously, it hasn't happened using public dollars...*inaudible*.

**Wessels:** How far so does that go?

**Nilges:** It goes all the way...*inaudible*.

**Lamb:** It goes all the way...

**Patke:** Black line.

**Wessels:** Okay.

**Lamb:** *Inaudible*

**Maniaci:** Well, the corridor goes all the way here.

**Lamb:** The corridor goes all the way to here.

**Maniaci:** Current construction stops right here.

**Nilges:** So, just as a point of clarification that was done...

**Lamb:** That was done...

**Nilges:** Prior to the to the current owner purchasing.

**Lamb:** Correct, that's correct.

**Maniaci:** And like I said, staff recommended supported this plan. This is something that we actually between two Planning and Zoning Meetings, sat down with the developers and their engineers to kind of come up with that exhibit because of how complicated it was. I think this is the cleanest way to get the zoning cleaned up where that strip is, and it provides a good transition from the commercial down to the Single-Family Residential where you have the commercial still to the north.

Now you have duplexes, just very slightly more dense and then single-family along Sophia that matches where it's connecting to single-family and Autumn Leaf.

So, we think it's a good transition as you go from the highway down to the south, and it follows the Comprehensive Plan that we've had since, well, the last was 2013, but this was developed even before that. So, our 2003 Comprehensive Plan.

**Lamb:** Sal, are you aware, is the applicant expressed when they're going to go ahead and submit preliminary plat?

**Maniaci:** At the next P&Z Meeting. They mentioned, Kurt Unnerstall, I don't see him tonight, he was at Planning & Zoning and said that he is going to submit a plat at the...

**Lamb:** March.

**Maniaci:** March Planning & Zoning Meeting.

**Lamb:** March 14<sup>th</sup>.

**Maniaci:** Planning and Zoning reviewed both of these items and voted unanimously on both the annexation, three designations and the rezoning all three designations voted to approve.

**Sullentrup:** Again, it's a Public Hearing. Is there anybody in the stands that would like to come up and talk about this?

**Wayne Brinker:** I know this is not what you have here tonight.

**Sullentrup:** State your name and address first Wayne.

**Wayne Brinker:** My name is Wayne Brinker, and I live west of town. Our farm is on the corner right there. Years ago, they used to have a plan for an East-West Roadway. What's your plans with High Street? You're not going to stop right there at Marquart Farm. Do you have any kind of plans laid out for the future?

**Lamb:** We do, I don't know if you want to...

**Nilges:** We can pull it up.

**Lamb:** *Inaudible*... while he's pulling that up Wayne, I'll try to describe it until he gets to it. It's to connect or continue High Street further south beyond where this map shows. One connection that could be made would be going over to Highway A further south of the Marquart Farm. Now he's got it showing up.

It's item number 15 and the first connection you could make if you can see number 14 right there, approximately right there. Moving going east would tie back into Highway A, and that would be hopefully a four-way intersection with Chamber Drive.

**Wayne Brinker:** So...

**Lamb:** The plan still calls for it to go further south, which may have a little bit more difficulty to try to go ahead and get. But, the plan is to go further south, as you can see down there where 15 is at the very bottom of that page and then continues over and goes east, intersects with 47 and goes all the way over to South Point Road, where it where dead ends to the east.

**Wayne Brinker:** Okay, thank you.

**Sullentrup:** Thank you, Wayne. Any more discussion?

**Lamb:** This is on the annexation.

**Skornia:** I have a question about the intersection of High and 100. I know there's an agreement that it sometime in the future, there will be an island built by Casey's, so you have to go around Casey's to get out of the building so there'll be...

**Lamb:** You want to clarify that John?

**Nilges:** I can address that, yeah. So, when the Casey's development occurred, which is at the southwest corner of 47 and Don Avenue, we were able to work out with them that it would be a right-in, right-out no sooner than three years after their occupancy. After that three year mark happened, we could put in that right-in, right-out whenever we so choose. So, it's a way of getting access control so tight to the intersection, it's like the situation at Phoenix Center Drive, hypothetically.

So, they actually paid us an amount of money. I believe that was transferred into the Transportation Fund. You have those dollars, they paid that money, and when that occurs, I don't know if we know that yet, but really when it becomes an issue and based on a traffic study or some other means, we have the ability to put that right-in, right-out in. That would make entrance in the Casey's right-in. It would make exit from Casey's on High Street right-out. If you wanted to go back to the intersection, if the loop around Don Avenue would go back up again. Does that...

**Skornia:** Well, I didn't want to muddy up this annexation, this rezoning, but I wanted to make sure we haven't forgot about that.

**Maniaci:** Yes.

**Nilges:** We have not forgot about that. And that was again, that was one way to get some sort of access control along High Street that we currently do not have in the current zoning regulations. For example, we don't want driveways off of High Street. That was one way to mitigate that.

**Sullentrup:** Was there a time limit on that?

**Nilges:** Yeah, you could not do it...

**Lamb:** Sooner.

**Nilges:** Three years from occupancy. Year three plus one, you could put it in. Three years plus one day you could install.

**Lamb:** After three years, if we see that it's an issue, we have the funds available to go ahead and make that a right-in, right-out.

**Nilges:** And the right to do so.

**Maniaci:** Yeah, at this point...

**Wessels:** 10 years from now?

**Lamb:** Yes.

**Nilges:** Whatever we want. So, the idea there was...*inaudible*.

**Reed:** Think about it logically. I mean anybody who is pulling into Casey's is going to want to go back out onto the highway. For the most part, I'd say 90% of the traffic.

**Lamb:** Right.

**Reed:** So, they're going to be to turn around on Don with no problem?

**Nilges:** Yes.

**Lamb:** Yes.

**Maniaci:** So...

**Skornia:** Just so they don't come out on the intersection.

**Lamb:** It just goes out and around.

**Maniaci:** So, we have and it'll probably be in a plat in the coming months. Don Avenue is planned to be kind of an outer road all the way to Pottery. This is how that apartment complex is proposed. And I think, you know, with that outer road going through there, and if you had this connection, that may be the time where we would say, okay, this right-in, right-out needs to come out. But then this would be an obvious main access to Casey's because this outer road is now all the way through.

**Nilges:** So, MoDOT typically in there, they call their Engineering Policy Guide does not like entrances onto their highways within 270ish feet of an intersection. That one does not meet that, it's closer than 270. But, since the City doesn't have access control written in our code, we could not tell them no flat, no. So, that was a way to mitigate that and meet in the middle to allow their business to start up. Why would you require it if nothing was happening to the South? Fix the problem when it starts to happen.

**Reed:** Right.

**Nilges:** And that's why we did it that way, it was a way to avoid a Phoenix Center Drive, Rabbit Trail...

**Lamb:** And just for clarification on that. The reason why the City received that at the time was that Casey's needed a Special Use Permit...

**Maniaci:** Correct.

**Nilges:** Correct.

**Lamb:** To go ahead and put the gas station in there, and that was one of the conditions.

**Reed:** I gotcha, good plan.

**Sullentrup:** Any other questions, if not we'll take a motion to accept it in the minutes.

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

**Bill No. 22-12537, Ordinance No. 22-13490, an ordinance annexing approximately 11 acres of property located along High Street into the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

\* Rezoning 1750 High Street

*February 15, 2022*

*Mayor & City Council*

*City of Washington*

*Washington, MO 63090*

*Re: File No. 02-0204-Applicant is requesting Rezoning 1750 High Street*

*Dear Mayor & City Council:*

*At the regular meeting of the Planning & Zoning Commission held on February 14, 2022 the above mentioned rezoning was approved with a unanimous 6-0 vote in favor.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Lamb:** This is just the hearing on the rezoning's that Sal went over in the previous exhibit. The exhibit that's still up there.

**Maniaci:** 1, 3 and 5

**Nilges:** Yes.

**Lamb:** Yes, for 1, 3 and 5.

**Sullentrup:** Any comments from anybody on the Public Hearing? Council?

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

**Bill No. 22-12538, Ordinance No. 22-13491, an ordinance rezoning 3 acres east of the High Street Corridor from Senior Community District to C-2, General Commercial, R-1C, Single-Family Attached and R-1D, Single-Family Residential in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

\* Rezoning 426 West Front

February 15, 2022

Mayor & City Council

City of Washington

Washington, MO 63090

File No. 22-0205-Applicant is requesting to rezone 426 W. Front Street from M-2, Industrial to C-3, Downtown District

Mayor & City Council:

At the regular meeting of the Planning & Zoning Commission held on February 14, 2022 the above mentioned rezoning was approved with a 6-0 unanimous vote in favor.

**Maniaci:** All right, this is my last thing on the agenda, I swear. We received a request to rezone 426 West Front Street. This is actually, it's commonly known as the Tibbe Power Building. It is directly adjacent to the Front Street Cellars and then to the east is the Corn Cob Pipe Factory.

It is currently zoned M-1 Light Industrial. It's been that way ever since our zoning map was created back when it was a power, well, it was a power company and then it was a light industrial use and this whole area got brought in as light industrial at the time.

I'm sure you're all aware about four months ago, we completely redrew our boundaries of downtown, as light industrial is not really, if it's not already existing, were not seeing that really as a new use to buildings when buildings are getting redeveloped, they're typically going into our C-3 Downtown District compatible uses.

At this point, at that time, the applicant preferred not to be included in that, they wanted to keep their options open for an industrial use, if needed; however, they do have a user now that is compatible with that C-3 and so they requested now to come in with this so it will all match this light blue, and it will make a uniform district for our C-3 Downtown District.

Staff obviously recommends approval just as we did four months ago. P&Z voted on this last week as well and unanimously voted in favor.

**Wessels:** Sal, is the owner talked about any future use for it that...

**Maniaci:** I know that they had a tenant, but I don't know if they're ready to officially announce, let them do that.

**Sullentrup:** Again, this is a Public Hearing. Is there anybody in the stands that would like to come up to the podium and talk about this? Come on up.

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

**Bill No. 22-12539, Ordinance No. 22-13492, an ordinance rezoning 426 West Front Street from M-2, Industrial to C-3, Downtown District in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**CITIZENS COMMENTS**

- \* Tim Frankenberg 1816 Anniston Drive thanked City Staff for their work on the Autumn Leaf and High Street Extension.

**UNFINISHED BUSINESS**

- \* None

**REPORT OF DEPARTMENT HEADS**

- \* Delinquent Real Estate & Personal Property Taxes as of December 31, 2021

*February 22, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*Honorable Mayor and City Council:*

*Per Section 140.190 of the City Code, Delinquent Tax Lists for Real Estate and Personal Property Taxes are hereby submitted. These reports are provided by Franklin County and shows the Delinquent Taxes owed to the City of Washington and Washington Public Library as of December 31, 2021.*

*Respectfully submitted,*

*Mary J. Sprung, CPA*

*Finance Director/City Collector*

*Rhonda Betlach*

*Finance Assistant*

*(Remaining of page intentionally left blank)*



<b>WASHINGTON DELINQUENT TAXES</b> <b>2022 JANUARY TOTALS</b>
--

**CITY OF WASHINGTON DELINQUENT TAXES:**

	Real Estate Property	Personal Property
2014	7.42	0.00
2015	951.07	0.00
2016	995.99	143.00
2017	1,059.34	976.75
2018	43.81	1,044.01
2019	3,319.44	1,146.04
2020	7,463.09	4,162.96
2021	59,248.21	39,218.66
<b>TOTAL:</b>	<b>\$73,088.37</b>	<b>\$46,691.42</b>
		<b>Total: \$119,779.79</b>

**WASHINGTON LIBRARY DELINQUENT TAXES:**

	Real Estate Property	Personal Property
2015	156.89	0.00
2016	164.30	21.96
2017	175.24	106.94
2018	7.24	115.61
2019	783.81	289.24
2020	1,317.96	889.85
2021	13,207.95	7,704.38
<b>TOTAL:</b>	<b>\$15,813.39</b>	<b>\$9,127.98</b>
		<b>Total: \$24,941.37</b>

<b>WASHINGTON DELINQUENT TAXES</b> <b>2021 JANUARY TOTALS</b>
--

**CITY OF WASHINGTON DELINQUENT TAXES:**

	Real Estate Property	Personal Property
2014	7.42	0.00
2015	6,778.94	0.00
2016	6,823.86	143.00
2017	6,862.63	1,045.41
2018	2,136.08	1,412.05
2019	9,126.98	4,289.33
2020	57,729.88	33,264.43
<b>TOTAL:</b>	<b>\$89,465.79</b>	<b>\$40,154.22</b>
		<b>Total: \$129,620.01</b>

**WASHINGTON LIBRARY DELINQUENT TAXES:**

	Real Estate Property	Personal Property
2015	1,118.27	0.00
2016	1,125.68	21.96
2017	1,135.25	115.07
2018	293.89	149.82
2019	2,228.23	964.84
2020	13,551.64	5,596.51
<b>TOTAL:</b>	<b>\$19,452.96</b>	<b>\$6,848.20</b>
		<b>Total: \$26,301.16</b>

After discussion, a motion to approve the item made by Councilmember Holtmeier, seconded by Councilmember Skornia, passed without dissent.

\* 2022/2023 MoDOT Traffic Safety Grants

02-16-22

To: Mayor Lucy

Washington City Council

From: Chief Edward Menefee

RE: Missouri DOT, Traffic Safety Grants for 2022/2023 Budget Year

Esteemed Council Members,

Attached is a memo from Officer Mike Grissom. It contains the preliminary Highway Traffic Safety Grant applications for 2022/2023 budget year. The normal Hazardous Moving, DWI Enforcement Grant and Youth Grant applications are being applied for. All are 100% funded by highway safety funds.

In addition to the manpower grants, the Washington Police Department is requesting funding to send personnel to two different training conferences. An application is being made for funding to send all three of the Department's active Drug Recognition Experts (DRE) to the annual DWI/DRE Conference. Funding has also been applied for to send two officers to the Law Enforcement Traffic Safety/Accident Conference (LETSAC). The cost of the conference registration and room and board is included in the application. The training is 100% funded by the grant.

Below is the breakdown of those grants:

Hazardous Moving Violation Enforcement	\$6,000 for manpower
LETSAC Conference	\$1,700 for training
DWI Enforcement	\$3,000 for manpower
DWI/DRE Conference	\$1,500 for training
Youth Alcohol Enforcement	\$5,000 for manpower
Total	\$17,200.00

Also included with Officer Grissom's paperwork is an authorization form, which must be signed by each Council Member and the Mayor to apply for the grants and prior to receiving any grant funding.

I request approval to apply for all the Safety Grants listed.

Respectfully,

Chief of Police Edward Menefee

After a brief discussion, a motion to approve the item made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

**ORDINANCES/RESOLUTIONS**

**Bill No. 22-12540, Ordinance No. 22-13493, an ordinance amending the 2021 Budget for the period of October 1, 2020 through September 30, 2021 for the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 22-12541, Ordinance No. 22-13494, an ordinance accepting the quote from CivicPlus and to approve the purchase of Recreation Software by the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 22-12542, Ordinance No. 22-13495, an ordinance authorizing and directing the City of Washington, Missouri to enter into a contract with Modern Pool Management Corporation DBA Midwest Pool Management of America for the Operations and Management of the Agnes Nolting Aquatic Complex.**

The ordinance was introduced by Councilmember Patke.

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

**Resolution No. 22-13496, a resolution supporting the application for Federal Assistance from The Recreational Trails Program for Phase III of the Rotary Riverfront Trail Expansion in the City of Washington, Franklin County, Missouri.**

The resolution was introduced by Councilmember Hidritch, seconded by Councilmember Holtmeier. After discussion, passed without dissent.

## **COMMISSION, COMMITTEE AND BOARD REPORTS**

### **\* 2022 Aquatic Complex Fees**

*February 21, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*RE: Fee Recommendation – 2022 Aquatic Complex Fees*

*Honorable Mayor and City Council,*

*In 2020 and early 2021, staff, the City Administrator and Parks and Recreation Commission members formed an Aquatic Complex Fees and Charges Sub Committee to evaluate the City's fees and charges for the new Agnes Nolting Aquatic Center. After extensive hours of research and several meetings, the Committee recommended amending the Park Facilities User Fee Schedule for the new aquatic complex.*

*Below are the aquatic complex fees and charges the Committee recommended to City Council in February 2021.*

- \$7.00 daily admission (3 and over)*
- \$50 punch/visit card (10 punches) \*Available after, June 1, 2021.*
- \$500 after hours pool rental (2 hour limit), \$200 rental deposit*

*The Parks and Recreation staff also requested a Grand Opening Discount off the pool punch card. This promotional discount allowed people to purchase a 20 punch/visit card for \$85. This was a one-time discount. After June 1, the punch/visit card options were 10 visits for \$50 or 20 visits for \$100.*

*At the February 8<sup>th</sup> Parks and Recreation Commission meeting, the Commission made a recommendation not to amend the Aquatic Complex User Fees and Charges for the upcoming 2022 pool season, based on record pool attendance in 2021 and the intensive research the Committee recently completed.*

*Respectfully,*

*Spark Stuckenschneider*

*Park & Recreation Commission Co-President*

After discussion, a motion to accept this item into the minutes made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

### **MAYOR'S REPORT**

- \* Mayor Lucy and City Administrator Darren Lamb will be meeting with candidates for Mayor and City Council who have questions or comments regarding City operations or any other City related topics.

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

- \* None

### **COUNCIL COMMENTS**

- \* Discussion on Big Trash Pickup.
- \* Discussion 331 WW Industrial Park Drive

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

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:17 p.m. on the following roll call vote; Skornia-aye, Sullentrup-aye, Patke-aye, Wessels-aye, Reed-aye, Hidritch-aye, Holtmeier-aye, Pettet-absent.

The regular session reconvened at 8:53 p.m.

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**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 8:53 p.m. by Councilmember Patke, seconded by Councilmember Wessels passed without dissent.

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

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

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

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

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

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



**CHANGE ORDER #1 REQUEST**

**NAME OF PROJECT:** 2021 Front Street Electric Service Conversion Project

**OWNER:** City of Washington, Missouri

**CONTRACTOR:** Unerstall Construction Company

THE FOLLOWING CHANGES WERE MADE TO THE CONTRACT DOCUMENTS:

Original Contract Price .....	\$ 130,089.00
Change Order #1.....	\$ 86,339.00
Final Contract Amount.....	\$ 216,428.00
Previous Payments.....	\$ 0.00
Balance Remaining.....	\$ 216,428.00

**Accepted:**

**Approval:**

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

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

UNERSTALL CONSTRUCTION COMPANY

CITY OF WASHINGTON, MISSOURI:

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

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

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

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



March 2, 2022

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

**RE: 2021 Front Street Electric Service Conversion Project**

Dear Mayor and City Council Members:

Please find enclosed Change Order No. 1 for this project. The overall contract amount has been increased by \$86,339.00 as shown in Change Order #1. This increase brings the total project costs to \$216,428.00. Attached is the updated bid for the electrician to convert the properties on Front Street from overhead electric service to underground service. This update is the culmination of several meetings with the property owners, Unerstall Electric, Ameren and City officials to determine the actual electrical needs for each building. The descriptions for the increase can be found on the attached Change Order Bid Sheet.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrea F. Lueken".

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



2021 FRONT STREET ELECTRIC SERVICE CONVERSION PROJECT				ORIGINAL BID		CHANGE ORDER #1	
BID SHEET-CHANGE ORDER #1							
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total
<b>ELECTRICAL ITEMS</b>							
1	Front Street intersection with Lafayette Street, NW corner Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 1,208.00	\$ 1,208.00		
2	116 West Front Street Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 8,887.00	\$ 8,887.00		
CO-2A	116 West Front Street  Pedestal moved further west-Contractor to bore under retaining wall, it is no longer an option to go through the retaining wall	1	EA			\$ 1,490.00	\$ 1,490.00
3	301 West Front Street Train Station/Visitor's Center Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 7,611.00	\$ 7,611.00		
CO-3A	301 West Front Street Train Station/Visitor's Center Path revised, pull cable to building & connect to meter base (City bore street and extend conduit)	1	EA			\$ 2,570.00	\$ 2,570.00
CO-3B	325 West Front Street Pull cable to building & connect to meter base (City extend conduit)	1	EA			\$ 6,220.00	\$ 6,220.00
4	300 West Front Street Upgrade OH non-standard 3 phase 3 wire 240V delta service to 3 phase 4 wire 120/208V service and convert one OH single phase service to UG. Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 24,263.00	\$ 24,263.00		
CO-4A	300 West Front Street Convert <u>two</u> OH single phase services to UG increased from 1	1	EA			\$ 6,866.00	\$ 6,866.00
CO-4B	300 West Front Street Need 240 instead of 120/208V, add conditioning transformer (2'x2' or 30"x30") ahead of transformer next to new meter & disconnect on backside	1	EA			\$ 20,185.00	\$ 20,185.00
5	320 West Front Street Convert <u>two</u> OH single phase services to UG. Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 8,043.00	\$ 8,043.00		
6	Parking lot west of 325 West Front Street, across from 400 Front St Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 1,208.00	\$ 1,208.00		
7	400 West Front Street Upgrade OH non-standard 3 phase 3 wire 240V delta service to 3 phase 4 wire 120/208V service and convert one OH single phase service to UG. Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 40,597.00	\$ 40,597.00		
CO-7A	400 West Front Street 480 & 3 phase, no single loop feed, will jog fence to go behind transformers, remove conduit/wiring on exterior and add to interior	1	EA			\$ 35,586.00	\$ 35,586.00
8	426 West Front Street Upgrade OH non-standard 3 phase 3 wire 240V delta service to 3 phase 4 wire 120/208V service and convert one OH single phase service to UG. Extend conduit and cable to the new Ameren equipment.	1	EA	\$ 34,136.00	\$ 34,136.00		
CO-8A	426 West Front Street  120-208 power single phase will be 3 phase, combine panels inside, single phase 600 amp disconnect panel inside, CT outside	1	EA			\$ 13,422.00	\$ 13,422.00
9	430 West Front Street Remove existing cable and extend conduit and cable to the new Ameren equipment.	1	EA	\$ 4,136.00	\$ 4,136.00		
<b>BID PROJECT TOTAL</b>				<b>\$ 130,089.00</b>		<b>\$ 86,339.00</b>	
City of Washington will install underground conduits along the entire length of Front Street for utilities to move their overhead lines underground. This bid addresses the electrician converting the property owner electric service lines from overhead to underground and installing/upgrading meter bases where necessary.						<b>BID &amp; CHANGE ORDER #1 \$ 216,428.00</b>	

\*Electrician to meet with property owners to determine where on building their service will be tied in to. Additional upgrades will be at owner cost. Electrician to install/upgrade meter bases where necessary. Conversion requirements shall meet Ameren standards.



March 1, 2022

Re: Liquor License

Mrs. Sherri Klekamp, City Clerk  
City of Washington  
405 Jefferson Street  
Washington, MO 63090

Dear Sherri,

Adrian Aguirre has submitted an alcohol license application for the privilege of selling liquor of all kinds by the drink at retail. He will sell Monday through Saturday, as well as Sunday. Mr. Adrian Aguirre business is named La Joya AR LLC dba Taco Loco and is located at 2016 Washington Crossing.

Mr. Adrian Aguirre has submitted all required paperwork and has paid the \$208.33 fees.

Mr. Adrian Aguirre has asked that his application go before the City Council on March 7, 2022.

Sincerely,

*Heather M Parker*

Heather M Parker, Clerk  
City of Washington



March 3, 2022

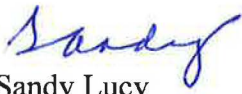
To The City Council  
City of Washington  
Washington, MO 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Police Department for a six month probationary term:

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRE</u>
Brenden M. McMillian Police Officer	March 14, 2022	August 14, 2022 <i>(1<sup>st</sup> 6 months)</i>

Respectfully submitted,

  
Sandy Lucy  
Mayor



# Washington Police Department

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

DATE: March 03, 2022  
TO: Mayor Sandy Lucy  
FROM: Chief Edward Menefee  
SUBJECT: Full Time Police Officer

Honorable Mayor,

I respectfully request that the following individual be presented to City Council for appointment to the City of Washington Police Department as a Full Time Police Officer. He will serve a six (6) month probation period and will be up for reappointment on August 14, 2022.

NAME	TERMBEGINS	TERM ENDS
BRENDEN M. MCMILLIAN	MARCH 14, 2022	AUGUST 14, 2022 (1st (6) months)

Brenden McMillian applied for a position as Police Officer with the Washington Police Department in January, 2022.

Brenden is currently a paid part time Deputy for the Lincoln County Sheriff's Department. He has worked with that department for three years. Before that he was full time at Warren County Sheriff's Department for one year. Besides his part time employment, he works full time as a Heavy Equipment Operator.

Brenden served in the Army National Guard for a six (6) year enlistment. He was assigned to the 220th Engineer Brigade and was trained in heavy equipment operation.

Brenden attended the Missouri Sheriff's Association Academy - Union for law enforcement schooling. He received his Missouri POST Certification through graduation from that academy.

Brenden has expressed a desire to actively serve the public by being a Police Officer. He wants to be a Washington Police Department Officer to become a full time officer and serve this community. He has family ties to the area and currently lives in Union, Mo.

Written testing, physical standards testing, extensive background investigation and an interview by Command Staff was completed with excellent results. His years of experience as a Police Officer were noted.

I believe Brenden has the aptitude, ability, drive and attitude the Department is looking for in a Police Officer to serve the citizens of the City of Washington. He has the right service minded attitude we are looking for in an officer that works for the City. He displays a strong desire to be a City of Washington Police Officer and serve the citizens of the community.

I respectfully request Brenden M. McMillian be appointed to a position of Full Time Police Officer with the City of Washington. Said appointment to take effect March 14, 2022.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Chief Edward Menefee". The signature is written in a cursive style and is positioned to the right of the typed name.

Edward T. Menefee  
Chief of Police



February 28, 2022

City Council  
City of Washington  
Washington, Missouri 63090

Dear Council Members:

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

Bob Briscoe – term ending March 2025

Respectfully Submitted,

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

Sandy Lucy  
Mayor

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

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

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

AN ORDINANCE ACCEPTING THE PROPOSAL FOR STANDARD ARCHITECTURAL/ENGINEERING SERVICES FOR INTERIOR ALTERATIONS WITH COCHRAN ENGINEERING FOR THE FREIGHT DEPOT

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 proposal with Cochran Engineering, 530A East Independence Drive, Union, Missouri, to provide Standard Architectural/Engineering Services for Interior Alterations for the Freight Depot. A copy of said proposal is attached hereto and marked as Exhibit A.

SECTION 2: Vendor shall meet all specifications as indicated in specifications.

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 its passage and approval.

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

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

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

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

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

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



February 18, 2022

Sal Maniaci  
City of Washington  
Community & Economic Development Director  
405 Jefferson St  
Washington, MO 63090

Sent Via Email: [smaniaci@washmo.gov](mailto:smaniaci@washmo.gov)

RE: Proposal – Professional Design Services  
Freight Depot Renovations

Dear Mr. Maniaci

Cochran is pleased to present this proposal for architectural and engineering services for your project. Per our discussion, the following is an outline of our services.

**SCOPE OF WORK**

Project consists of the renovation and design for a "white box" tenant finish for the existing Freight Depot on Front Street. We have included the following:

1. Provide insulation and framing at exterior walls in freight room.
2. Remove existing interior walls and ceiling in the finished portion of the building as necessary to provide new white box layout.
3. Repair finish flooring as required or provide new.
4. Provide a finished ceiling and insulate the roof as necessary.
5. Provide handicapped ramp from finished portion of the building to the freight room.
6. Seal the building weather tight at the existing sliding doors in freight room.
7. Provide all new HVAC units.
8. Provide new electrical panel and new general power and lights. Re-use existing power receptacles if possible.
9. Provide (2) restrooms and a janitor closet.
10. Provide structural analysis and modifications as follows:
  - a. Field investigate existing crawl space structure, and provide renovations as necessary to fix structural deficiencies.
  - b. Determine cause of bowed west exterior wall and provide solution for stabilizing.
  - c. Analyze any structural deficiencies in the floor structure or sheathing and provide details to fix and stabilize.

**DESIGN AND CONSTRUCTION DOCUMENTS**

1. Programming - We will gather and document information regarding services, spaces, equipment and layout. We will meet with owner to as required.
2. We will field measure the existing building, and provide as-built.
3. Conceptual Design - Based on information gathered in the programming stage, we will develop the crawl space plan, floor plan, and building section.
4. We have included one set of revisions to the conceptual design.
5. Based on approved conceptual design, we will develop construction drawings and full specifications.
6. All current building codes and local ordinances will be reviewed and followed.
7. We will coordinate all drawings prepared for the project.
8. We will select interior colors and finishes.
9. Architectural drawings will include the following:
  - a. Cover Sheet
  - b. Floor Plans & Roof Plan
  - c. Reflected Ceiling Plan
  - d. Building Sections
  - e. Wall Sections
  - f. Interior Elevations and Details for restrooms.
  - g. Door and Hardware Schedules

8 East Main Street  
Wentzville, MO 63385  
Phone: 636-332-4574  
Fax: 636-327-0760

737 Rudder Road  
Fenton, MO 63026  
Phone: 314-842-4033  
Fax: 314-842-5957

530A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0540  
Fax: 636-584-0512

1163 Maple Street  
Farmington, MO 63640  
Phone: 573-315-4810  
Fax: 573-315-4811

2804 N. Biagio Street  
Ozark, MO 65721  
Phone: 417-595-4108  
Fax: 417-595-4109

905 Executive Drive  
Osage Beach, MO 65065  
Phone: 573-525-0299  
Fax: 573-525-0298

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- h. Partition Types & Details
- i. Ramp Details.
- j. Details and Sections as required
- 10. Structural drawings will include the following:
  - a. Repair and stabilization of existing structural deficiencies.
  - b. General Notes & Typical Details
- 11. Mechanical Design will include:
  - a. Mechanical equipment sizing and location. It is assumed packaged split systems will be used for this.
  - b. Ductwork layout and distribution.
- 12. Plumbing design will include:
  - a. Water line design and distribution.
  - b. Plumbing fixture specifications.
  - c. We will connect sanitary sewer to the existing located in the crawlspace.
- 13. Electrical design will include:
  - a. Provide new electrical panel.
  - b. Lighting layout and wiring.
  - c. Wiring and electrical distribution for outlets, exhaust fans, mechanical units, and other miscellaneous electrical items.
- 14. Clarifications with local and state authorities during permitting.

**Bidding and Construction Administration**

These services will be billed hourly as requested, and will be billed at the attached hourly rate schedule.

**Bidding Administration**

- 1. Questions and answers during the bid process.
- 2. Preparation and distribution of Addenda as required.

**Construction Administration**

- 1. Review of shop drawings and submittals.
- 2. Preconstruction meetings.
- 3. Periodic site visits to review construction progress.
- 4. Monthly review of pay requests.
- 5. Prepare and distribute clarification documents and interpretations for contractors.

**SERVICES NOT INCLUDED**

- 1. Zoning variances, or any other public zoning, annexation or public approval process associated with the site or building, or attendance at public meetings, other than indicated above. Any additional preparation or meetings will be billed hourly as necessary.
- 2. Tenant finish drawings for specific tenant.
- 3. Value engineering for budget reduction.
- 4. Security system design. We will accommodate electrical and conduit for owner's system.
- 5. Telephone/Data/IT system design. We will accommodate electrical and conduit for owner's system.
- 6. Sitework.
- 7. Upgrade existing electrical service.
- 8. Exterior building work.
- 9. Bidding & Construction Administration.
- 10. Environmental/Asbestos/Lead Paint/Mold Studies or Reports.
- 11. Any Items not listed in the above scope of work.  
\*Cochran may provide under separate contract.

**OWNERS RESPONSIBILITY**

- 1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
- 2. General day-to-day review of construction.

Initials \_\_\_\_\_

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**FEE**

<i>Design and Construction Documents</i>	
<i>Architectural Design</i>	\$ 9,800.00
<i>Structural Design (Budget estimate, billed hourly as necessary)</i>	\$ 4,000.00
<i>Mechanical/Electrical/Plumbing Design</i>	\$ 4,500.00
<i>Bid &amp; Construction Administration (Budget estimate, billed hourly as necessary)</i>	\$ 5,500.00
<hr/>	
<b>Total Architectural &amp; Engineering Fee</b>	<b>\$ 23,800.00</b>
<i>Reimbursable Expenses Budget</i>	<b>\$ 1,000.00</b>

If additional services are required and requested, Cochran will provide a change order prior to performing any work. They will be billed according to an agreed upon fixed fee, or on an hourly basis with the following hourly rate schedule.

**Reimbursable Expenses**

Expenses such as printing, long distance communications, travel, filing of building permit, etc. will be provided on an as-needed basis and will be billed monthly with a 10% administrative charge.

**2021 Hourly Fee Schedule**

The following is a list of hourly rates for our Fee Service Contracts.  
 Effective August 1, 2021, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 175.00
Managing Engineer	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Senior Architect	\$ 150.00
Architect 1	\$ 125.00
Architect 2	\$ 115.00
Architect 3	\$ 105.00
Managing Surveyor	\$ 140.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 85.00
Secretary	\$ 55.00
Field Manager	\$ 75.00
Inspector	\$ 70.00
Technician	\$ 55.00
MoDOT Certified Technician	\$ 60.00

Initials \_\_\_\_\_

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Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00

**Note:**

- \*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.  
\*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

**PAYMENT**

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

**SCHEDULE**

Project schedule will be defined during the initial project meeting. The project schedule will outline the approximate time required for each task. The project schedule will provide a logical progression of activities and key meetings to complete the design.

**TERMS AND CONDITIONS**

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

**GENERAL:**

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost-effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

Thank you for considering Cochran for your architectural and engineering needs. We look forward to working with you on this project. Please call me to schedule a kick-off meeting to discuss the project.

Initials \_\_\_\_\_

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**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.**

Sincerely,



Joseph A. McGowan, Chief Architectural Officer  
**Cochran**

Acceptance:

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

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

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

Attachments: Cochran Terms & Conditions

## COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter (“Proposal”), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement (“Contract”) between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran’s invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client’s dispute. If Client fails to pay in full any of Cochran’s invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client’s failure to pay any of Cochran’s invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran’s fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran’s profession working in the same locale.
9. If, and to the extent that Cochran’s scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition (“General Conditions”) If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client’s employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client’s knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials \_\_\_\_\_

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March 7, 2022

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

Re: Architectural and Engineering Services – Freight Depot

Honorable Mayor and Council,

In January 2022, the City received a proposal for the potential use and lease of the Freight Depot. In order to get the building "white box" ready for the potential tenant, City staff solicited requests for qualifications for standard architectural and engineering services. Staff reached out to local engineering firms for qualifications and received one proposal, from Cochran Engineering. After reviewing the proposal, staff recommends entering into a contract with Cochran Engineering for architectural and engineering services for \$23,800.

Since the Main Stage Roof will not be completed in this fiscal year, staff is recommending to utilize those funds for this project.

Sincerely,

*for*   
Wayne Dunker, CPRP  
Director of Parks & Recreation

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

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

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

AN ORDINANCE ACCEPTING THE PROPOSAL FROM RADIO COMM CO. FOR THE INSTALLATION OF A MOTORBO UHF-VHF GATEWAY 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 proposal with Radio Comm Co. for the installation of a Motorbo UHF-VHF Gateway. A copy of the proposal is attached and marked Exhibit A.

SECTION 2: This ordinance shall amend the 2021/2022 Budget as follows:

**General Fund 001 –**

Add increase of \$5,641.55 for UHF-VHF Gateway utilizing proceeds received from the Washington Town & Country Fair (001-13-000-534200 Small Tools/Equipment)

Add increase of \$650.00 for FCC License modification-utilizing proceeds received from the Washington Town & Country Fair (001-13-000-520300 Technical Services)

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 A



QUOTE: 211019-3  
 DATE: 2/14/2022

TO: City of Washington  
 ATTN: Lisa Moffitt  
 PHONE: 636-231-4048  
 EMAIL: lmoffitt@washmo.gov

Proposal:  
 FAIR BOARD / FAIRCOM INTEROP EQUIPMENT



QUOTE VALID FOR 30 DAYS FROM DATE ABOVE

ITEM	QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	2	GATEWAY	Mototrbo UHF-VHF dual protocol rackmount 1 channel gateway	\$2,251.30	\$4,502.60
2	2	YAGI-LMR200	450-470 MHz 7.1dB directional antenna, coax run, terminations	\$279.40	\$558.80
3	1	38190	20" sidearm antenna mount	\$201.50	\$201.50
4	2	DQIS50NXC2	Lightning arrestor	\$78.50	\$157.00
5	1	MISC	Install & weatherproofing materials	\$25.00	\$25.00
				SUBTOTAL	\$5,444.90
				TAX	
FCC license modification: add UHF repeater pair & (4) simplex frequencies				FCC FEE	\$650.00
				LABOR	(maint cont.)
				SHIPPING	\$196.65
				<b>GRAND TOTAL</b>	<b>\$6,291.55</b>

Please note a 5% convenience fee will be applied to quotes paid via credit card. Net 30 day terms.

Prepared By: Mark Pollock Email: mpollock@rccradio.com

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

Legal Name of Purchaser

PO Number

Authorized Signature

Title

Date



February 28, 2022

Mayor Sandy Lucy  
City Council Members  
405 Jefferson St  
Washington MO 63090

Dear Mayor and City Council Members,

Attached you will find an Ordinance/Budget Amendment/Purchase Agreement with RadioComm Co. (RCC), for the installation of a Motorbo UHF-VHF gateway. The cost of the equipment and FCC licensing is \$6,291.55. This was not a budgeted item; therefore, I am requesting to utilize Fair proceeds received from the Chamber.

RadioComm provides the radio communications for the Fair board during the Washington Town & Country Fair and events. Providing portable radios to not only communicate with each other on the fairgrounds but also communicate with the Communications Center for any incident needing emergency services during our Fair events.

Due to age of the existing portable radios, RCC is in the process of purchasing new portable radios to lease to the Fair board. These portable radios will operate on a new frequency platform, which requires a "gateway" to be installed in the Communications Center. This gateway allows for the conversion of UHF-VHF providing a seamless conversion to our existing Consolettes in our radio system.

I will be available March 7, 2022 to answer any questions.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Moffitt".

Lisa Moffitt,  
Director of Communications

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

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

AN ORDINANCE ACCEPTING THE CONTRACTOR AGREEMENT FROM KLEKAMP LAWN AND LANDSCAPE LLC FOR GROUNDS MAINTENANCE SERVICES 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 Contractor Agreement from Klekamp Lawn and Landscape LLC for Grounds Maintenance Services in an amount of Fifty Three Thousand Three Hundred Fifty Dollars and No Cents (\$53,350.00). A copy of said contract is attached and marked as Exhibit A.

SECTION 2: Contractor shall complete all work as specified or indicated in the contractor agreement.

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 its passage and approval.

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

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

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

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

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

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

**Exhibit A****CITY-CONTRACTOR AGREEMENT**

This **SERVICE AGREEMENT** ("Agreement") is entered into effective as of the 7th day of March, 2022 ("Effective Date") by and between Klekamp Lawn and Landscape LLC, a Missouri for-profit corporation with offices located at 527 La Zear Way, Gray Summit, MO 63039, a Missouri, ("Contractor"), and the City of Washington, Missouri (hereinafter called the "City") (Contractor and the City may hereafter individually be referred to as a "Party" or collectively referred to as the "Parties").

**WHEREAS**, the Parties desire to enter into a Service Agreement under which the Contractor is to provide general grounds maintenance services, of City-owned properties and rights-of-ways, and other areas as described in this Agreement, currently owned, managed, or otherwise under the stewardship of the City;

**WHEREAS**, the Contractor, has submitted documentation to the City, in the manner and time specified, a proposal in accordance with the terms of the Agreement, and;

**WHEREAS**, the City has examined and canvassed the proposal submitted, and as a result, has determined and declared the Contractor to be the best bidder for said Work, and has duly awarded to the said Contractor therefor, for the sums named in the proposal attached to and made a part of this contract:

**NOW THEREFORE, THIS AGREEMENT WITNESSETH**, in consideration of the recitals stated above, which all Parties agree are accurate and complete, the agreements, promises, and warranties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I.****SCOPE AND DEFINITIONS****SECTION A. SCOPE OF THE AGREEMENT****Implementation of the Agreement**

**Paragraph 1.1.** This Agreement, and its related Exhibits and Attachments, attached hereto and incorporated herein for all purposes, comprise the entire contract between the City and Contractor concerning the Work. It may be altered only by a written Modification or Change Order.

**Paragraph 1.2.** It is the intent of the Agreement to describe a complete Project.

produce the intended result shall be supplied by the Contractor at no additional cost to the City, whether or not it is specifically called for.

## **SECTION B. DEFINITIONS**

Wherever used in the Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Paragraph 1.3.** “Additional Work” or “Additional Services” means Work beyond the scope of services identified in the specifications described in Exhibit “A”.

**Paragraph 1.4.** “Agreement” or “Contract” means this signed written agreement between the City and Contractor covering the Work to be performed by Contractor, and other Addenda, attachments and Exhibits to this Agreement and made a part thereof as provided herein.

**Paragraph 1.5.** “Application for Payment” means the form approved by the City which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentations as is required by the Agreement.

**Paragraph 1.6.** “Bonds” means bid and/or performance bond or other instruments of security.

**Paragraph 1.7.** “Change Order” means a written order to Contractor signed by the City authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price issued after the Effective Date of the Agreement.

**Paragraph 1.8.** “Commencement Date” means the date upon which the Work shall begin.

**Paragraph 1.9.** “Contract Price” means the monies jointly and separately due and payable by the City to Contractor under this Agreement.

**Paragraph 1.10.** “Day” means a calendar day of twenty-four hours measured from midnight to the next midnight.

**Paragraph 1.11.** “Modifications” means (a) a written amendment of the Agreement signed by both Parties, or (b) a Change Order.

**Paragraph 1.12.** “Owner” means the City.

**Paragraph 1.13.** “Permit” means a written permit issued by any local, State, or Federal agency, or other legal authority, as required to conduct the Work.

**Paragraph 1.14.** “Person” means an individual, partnership, joint venture, corporation, limited liability company, or unincorporated organization.

**Paragraph 1.15.** “Project” means the total scope of Work specified in the Agreement.

**Paragraph 1.16.** “Report” means weekly, monthly, quarterly, or yearly report that demonstrates the tasks completed over that period of time.

**Paragraph 1.17.** “Subcontractor” means a Person having a direct contract with Contractor or with any other subcontractor for the performance of part of the Work.

**Paragraph 1.18.** “Third Party” or “Third Parties” means any Person other than a member of Contractor or the City.

**Paragraph 1.19.** “Unit” means a specific quantity of material or service (per park, per gallon, per tree, per mile, per track, per, acre, per sculpture, linear feet, square feet, etc.).

**Paragraph 1.20.** “Unit Price” means the dollar amount per Unit as quoted/bid in Exhibit “A”.

**Paragraph 1.21.** “Work” means all of the services, labor, equipment and materials to be performed, provided, or furnished by Contractor as required by the Agreement.

## ARTICLE II.

### CONTRACT ADMINISTRATION

#### SECTION A. CONTRACT FORMATION, INTERPRETATION, ASSIGNMENT, AND SUBCONTRACTS

##### Subcontracting and Assignments

**Paragraph 2.1.** Contractor shall supply a complete list of any and all subcontractor(s) proposed to be used under the Agreement and shall not use any Subcontractor or other Person (including those who are to furnish the principal items of material or equipment), whether initially or as a substitute, without the prior written consent of the City.

Once a subcontractor(s) has been approved by the City, the Contractor shall submit a signed and dated Contract between the Contractor and the subcontractor indicating the total dollar amount of the subcontractor’s Contract. Before any subcontractor can begin work on the project, whether originally subcontracted prior to the start of the project or subcontracted after the project has begun all provisions of this article must be complied with.

**Paragraph 2.2.** The City may assign this Agreement in part or in whole including all rights and obligations to any assignee at its sole discretion and without any prior notice

or consent from Contractor including but not limited to any entity that succeeds to any of the rights and obligations to provide governmental type services to the local community, including any city, county or state agency, and/or a newly formed municipality. Upon any such assignment by the City, this Agreement shall remain a valid and enforceable agreement and the original terms and conditions contained herein, or any properly amended terms and conditions shall remain valid and enforceable. Contractor shall not assign this Agreement, including to any Affiliates, without the City's prior written consent. Any purported assignment without such consent shall be void.

**Paragraph 2.3.** Contractor shall be fully responsible for all acts and omissions of its Subcontractors, of all Persons directly or indirectly employed by them and Persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of Persons directly employed by Contractor. Nothing in the Agreement shall create any contractual relationship between the City and any Subcontractor, except as may otherwise be required by law.

### **SECTION B. TERM**

**Paragraph 2.4.** This Agreement shall be effective as of the Effective Date written on the first page of this Agreement. If the first page is undated, then the Effective Date shall be the date the first Work is commenced.

**Paragraph 2.5.** This Agreement shall continue from the Effective Date until terminated by the expiration of the Term as indicated in Exhibit "A" or by termination procedures as described in this Agreement.

**Paragraph 2.6.** If Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of an employee, or of a separate contractor employed by the City; or by a Change Order in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other caused beyond the Contractor's control; or by delay authorized by the City pending mediation and arbitration; or by other causes that the City determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

### **SECTION C. CONTRACT COMMUNICATION**

#### **Notices**

**Paragraph 2.6.** All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) delivered personally, (b) mailed by registered mail or certified mail, return receipt requested, postage prepaid, (c) sent by facsimile transmission, or (d) sent by e-mail. All such communications shall use the receiving Party's contact information as contained in

this Article II Section C. A Party may change its contact information by sending a notice to the other Party complying with these notice requirements.

**Paragraph 2.7.** All other communications, including telephone, regular mail, e-mail, and other informal communication methods, shall be effective only when the responsible officer, director, manager, or supervisor of the receiving Party has actual knowledge of the communication.

**Paragraph 2.8.** Contractor's contact information is as follows:

KLEKAMP LAWN & LANDSCAPE LLC  
Attn: Andrew Klekamp  
Owner  
527 La Zear Way  
Gray Summit, Missouri 63039  
Telephone: 636-667-0978  
E-mail: klekamplawns@yahoo.com

**Paragraph 2.9.** City of Washington contact information is as follows:

CITY OF WASHINGTON  
Attn: Wayne Dunker  
Director of Parks and Recreation  
405 Jefferson Street  
Washington, Missouri 63090  
Telephone: 636-390-1080  
E-mail: wdunker@washmo.gov

## **SECTION D. CONTRACT PERFORMANCE**

### **Work**

**Paragraph 2.10.** Contractor, acting as an independent contractor, agrees to furnish at his/her own expense all supervision, labor, expertise, equipment, supplies, and other requirements as set forth herein and as more specifically described in Exhibit "A" and will provide such in a good and "Workmanlike Manner", the term Workmanlike Manner being defined as the rendition of services in a manner deemed proficient by those with the special knowledge, training, and experience to judge such services and in accordance with highest generally accepted standard of care in the industry.



## **Contractor as an Independent Contractor**

**Paragraph 2.11.** At all relevant times to this Agreement, Contractor shall act as an independent contractor to the City in providing Work to the City. Nothing in this Agreement shall be interpreted to create any employment, partnership, or joint ventures. Except to the extent required to enable Contractor to perform his/her specific duties under this Agreement, Contractor shall not act as an agent of the City, by entering into this Agreement, the City in no way, assumes any liabilities, debts or obligations of the Contractor whether now existing or hereafter created.

**Paragraph 2.12.** Contractor shall not have the authority to incur or assume any debt, obligation, expense, or liability against the City, and shall not have the authority to bind or otherwise obligate the City to any contracts, agreements, warranties, or understandings.

## **Change Orders**

**Paragraph 2.13.** Any Change Orders or Modifications to the Agreement must be approved by the City and be incorporated by written amendment to the Agreement. Contractor shall not have the authority to make, revise, alter, depart, or otherwise diverge from any of the terms, conditions, or places furnished to Contractor by the City and/or this Agreement absent consent of the City and written amendment to the Agreement.

## **Continuing the Work**

**Paragraph 2.14.** Contractor shall carry on the Work and maintain the performance of the Work during all disputes or disagreements with the City, except upon the City's default hereunder. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Parties may otherwise agree in writing.

## **Equipment Storage**

**Paragraph 2.15.** Contractor shall be responsible for locating and providing storage for all equipment.

## **Permits**

**Paragraph 2.16.** Contractor shall be solely responsible for obtaining and paying for all permits and licenses related to their performance of the Work.

## **Taxes and Fees**

**Paragraph 2.17.** Contractor shall pay all taxes and fees which may be chargeable against the performance of the Work, or incident to the Agreement by a government agency, including but not limited to any employment related taxes, F.I.C.A. taxes, social security taxes, and other taxes and fees, directly to the appropriate governmental bodies. The City is a political subdivision of the State of Missouri and exempt from tax; The City agrees to make their tax-exempt certification available to the Contractor to the extent required to assure the City is not charged taxes which they are not responsible to pay. The City shall not be liable in any way for such fees or taxes and the Contractor

shall indemnify and hold the City, their Affiliates officers, directors, members, and employees and assigns harmless from and against all claims, demands, causes of action, suits or other litigation in connection with Contractor's failure to report such taxes and fees. No additional compensation will be paid to Contractor for taxes or fees.

## **Contract Price and Payment Procedures**

**Paragraph 2.18.** Contract Price constitutes the total compensation (subject to authorized adjustments made by a Change Order) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price. Contract Price is described in the specification in Exhibit "A".

**Paragraph 2.19.** Contractor shall submit to the City monthly Applications for Payment that shows all applicable areas where the Work was performed. Failure to fully comply with the Application for Payment procedure will cause daily in processing payments.

**Paragraph 2.20.** On the twenty-fifth (25<sup>th</sup>) day of each month and no later than the thirtieth (30<sup>th</sup>) of the month during the Term of the Agreement, beginning with the first (1<sup>st</sup>) month after the Commencement Date, Contractor shall submit to the City the Application for Payment, accompanied by (a) the monthly Report, (b) a sworn statement by Contractor certifying (i) the Application for Payment is correct, (ii) all insurance required by this Agreement is in full force and effect, (iii) all Subcontractors and suppliers have been paid from previous Applications for Payment, (iv) Certified payroll, and (v) the Contractor is not in default under any provisions of the Agreement and that no event has occurred which with the passing of time or the giving of notice could be a default under the Agreement, and (c) any other documents, information or data which the City request be provided.

**Paragraph 2.21.** If the City disputes any portion of an Application for Payment, they shall, within thirty (30) Days of receipt of the Application for Payment, furnish the Contractor a reasonably detailed explanation of the objection, and may withhold payment on the portion in dispute. If Contractor objects to the withholding, it shall provide the City with written notice of its objection within ten (10) Days of receipt of the written explanation from the City. The Parties may then proceed to Dispute Resolution

as described in this Agreement as to any disputed amount. All undisputed amounts shall be paid within forty-five (45) Days of the receipt of the Application for Payment by the City.

**Paragraph 2.22.** Contractor shall notify the City in writing within ten (10) Days of their receipt of payment from the City, if there is any discrepancy based on a Contractor audit of the number of Units. This notice shall include the nature of the disagreement, the address of the location of the Unit in question, the type of service being provided, and the date such service began or ended. If the Contractor does not notify the City of a discrepancy within the ten (10) Day period, the discrepancy is waived, and the Contractor is afforded no further recourse, right or remedy as to the discrepancy.

**Paragraph 2.23.** At any time during the Term of the Agreement, the City may be Change Order alter the number of Units applicable to the Work. If the number of Units is increased, the Work on any additional Units will be paid to Contractor in an amount equal to the number of additional Units multiplied by the Unit Price herein. If the number of Units are decreased, the Contract Price will be reduced in an amount equal to the number of Units decreased multiplied by the Unit Price. Unit Price and Units are described in the specifications in Exhibit "A".

**Paragraph 2.24.** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when: the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and a final Certificate for Payment has been issued.

### **Liquidated Damages**

**Paragraph 2.25.** Contractor and City recognize that time is of the essence and that City may suffer financial loss if the Work is not completed within the times specified in Exhibit "A", plus any extensions thereof allowed. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$500.00 for each day that expires after the time specified in Exhibit "A" above until the Work is complete.

### **Character and Conduct of Contractor's Employees and Subcontractors**

**Paragraph 2.26.** The Contractor's employees and Subcontractors who normally and regularly come into direct contact with the public shall bear some means of company identification such as a company uniform with name badges, name tags or identification marks. Vehicles and equipment shall also bear some means of company identification (as identified in Exhibit "A").

**Paragraph 2.27.** The Contractor shall perform the Work with as little noise and as little disturbance to Third Parties and surrounding property owners as possible.

**Paragraph 2.28.** Care shall be taken by Contractor to prevent damage to property, including buildings, sidewalks, parking lots, trails, roads, pavilions, playgrounds, lawns, shrubs, flowers, trees, plants, etc. on City-Owned Property, Rights-of-Ways or of Third Parties.

### **Safety and Protection**

**Paragraph 2.29.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall appoint a qualified, experienced safety representative, whose duties shall be the prevention of accidents and the maintaining and supervision of the safety precautions and programs.

### **Injury or Damage**

**Paragraph 2.30.** Contractor shall promptly notify the City of all damage to property belonging to the City or Third Parties, or injuries incurred by persons other than employees of Contractor in no case later than one (1) hour after the injury or damage occurred.

**Paragraph 2.31.** Contractor shall be responsible for any damage to the property, real or personal, of any Third Party or of the City that is caused by any act or omission of the Contractor in the performance under the Agreement. If the City finds that the Contractor has failed to completely reimburse the Third Party any amount and the City, and the City deems it necessary to compensate the Third Party for its damaged property, the City may pay the Third Party and deduct this amount from the amount due to Contractor under this Agreement. The City reserves the right to pay all fines, penalties, costs and assessments levied by any governmental authority against the Contractor and to withhold said amount from any payments due to Contractor under this Agreement. The terms and conditions of this paragraph shall survive the termination of this Agreement.

### **Additional Services**

**Paragraph 2.32.** Contractor shall prepare a list of rates for special services not specified in Exhibit "A". Contractor shall supply the list from time to time, but not less than once per year.

### **Reports by Contractor**

**Paragraph 2.33.** Contractor shall submit reports as identified in Exhibit "A" and upon request by the City provide a written report of equipment, staffing, emergencies, security problems or any related events. The Contractor shall cooperate with the City as necessary to review financial statements and/or audit Contractor's books and records

## **SECTION E. PERFORMANCE AND TERMINATION**

### **Force Majeure**

**Paragraph 2.34.** Contractor and the City shall be excused from complying with the terms and conditions of this Agreement if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure event. A Force Majeure event will not excuse either Party from making payments, performing indemnity obligations (as applicable), or other duties not directly limited by the Force Majeure event, except as otherwise provided within this paragraph entitled "Force Majeure". "Force Majeure" includes acts of God, floods, blizzards, ice storms, and hurricanes; insurrection, revolution, piracy, and war. Strikes, slowdowns, walkouts, lockouts, industrial disturbances and labor disputes are not excused under this provision.

### **Provisions Surviving Termination**

**Paragraph 2.35.** In the event of termination of this Agreement, the terms and conditions which expressly survive termination of this Agreement and those dealing with warranty, indemnities, audit, confidentiality, insurance, arbitration, disclaimer of consequential damages and any limitation of liability, shall survive termination and remain in full force and effect.

### **Termination by the City**

**Paragraph 2.36.** The City may terminate the Agreement upon 1.) thirty (30) Days written notice for any reason, or 2.) upon any of the following events of default ("Events of Default") if after giving the Termination Notice described in Paragraph 2.36, the Contractor has not cured the Event of Default within the applicable cure period:

- A. If Contractor fails to fulfill or maintain in a timely and proper manner any obligations, duties or provision of the Agreement, and Contractor fails to cure such default to the satisfaction of the City within ten (10) Days of the Contractor's receipt of written notice from the City specifying the how the Contractor failed to perform in reasonable detail.
- B. If Contractor is adjudicated voluntarily bankrupt, or if Contractor is subject to the appointment of receiver or trustee and fails to have the receiver or trustee removed within sixty (60) Days, or if any assignment or Contractor's property shall be made for the benefit of creditors, or if Contractor becomes insolvent, or unable to pay its debts as they become due.
- C. If there is a change of Control of the Contractor, whether voluntarily or by operation of law, or substantially all the assets of the Contractor are sold or transferred voluntarily or otherwise, the Agreement shall terminate unless the City agrees by Change Order to continue the Agreement with the Contractor after the change of Control or disposition of assets. The Contractor shall

promptly notify the City of any actual or proposed change in, transfer of or acquisition by another party of Control of the Contractor. "Control" as used herein means the power, whether direct or indirect, to direct the affairs of the Contractor by whatever manner exercised. Any agreement by the City to continue this Agreement after the change in Control or disposition of assets shall be contingent upon the new controlling party or owner of the assets becoming a signatory to the Agreement and otherwise complying with all the terms and conditions herein, including but not limited to the submission of Bonds, if required by this Agreement, and certificates of insurance acceptable to the City.

### **Administrative Fee**

**Paragraph 2.37.** If there is an Event of Default which the Contractor does not cure within the applicable cure period, the City may charge and the Contractor shall pay to the City an administrative fee to compensate the City for its costs associated with the Contractor's failure to perform the Work as required in this Agreement. The City may levy this administrative fee without terminating this Agreement. The fee shall be equal to 1.5 times the Unit Cost multiplied by the number of Days the Event of Default continues uncured after the expiration of the applicable cure period and shall be payable to the City by the Contractor upon written demand. The Parties stipulate that the fee is a reasonable estimate and is not to be construed as a fine or penalty, and shall be in addition to any other remedy the City may have at law, in equity or under the Agreement.

### **Termination Notice: Cancellation of Orders and Subcontracts**

**Paragraph 2.38.** Upon the occurrence of an Event of Default subject to any applicable notice and cure period, the City should they elect to terminate the Agreement, will issue a written notice of termination (the "Termination Notice") to the Contractor. In addition, the City may issue a Termination Notice for any reason as so long as the Contractor is given thirty (30) Days' notice in the Termination Notice. Termination shall be effective upon the date specified in the Termination Notice, and upon said date this Agreement shall be deemed immediately terminated and thereafter neither Party shall have any rights or obligations under this Agreement except as expressly provided herein. Any termination of the Agreement shall not relieve the Contractor (a) from the obligation to pay any fees, taxes or other charges then due to the City or any other Third Party incident to the Agreement, (b) from the obligation to file any monthly, quarterly or annual Reports through termination, (c) from any claim from damages previously accrued or then accruing against the Contractor nor (d) from any provisions of this Agreement that expressly survive termination. Upon the effective date of termination as contained in the Termination Notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work and shall proceed to promptly cancel all existing orders and subcontracts for the Work. Contractor shall immediately submit an Application for Payment showing in detail the Work performed through the date of termination. The City agrees to compensate the Contractor for that portion of Work actually performed prior to the effective date of termination and not disputed under this Agreement and not previously paid, less any charges, deductions, or administrative fees. Termination of this Agreement shall not affect any rights or

remedies of the City against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by the City shall not release Contractor from liability.

### **Termination or Stop Work by Contractor and Remedies for Default by the City**

**Paragraph 2.39.** If through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) Days by the City or under an order of court or other public authority, or the City fails for sixty (60) Days to pay Contractor any sum not in dispute, or if the City otherwise default hereunder, then Contractor may, (i) upon fifteen (15) Days written notice to the City, and provided the City does not remedy such suspension or failure to pay within that time, terminate this Agreement and recover payment from the City for the undisputed Work which Contractor completed prior to the effective date of termination, or (ii) upon seven (7) Days written notice to the City stop the Work until payment of all such amounts due Contractor are received, without termination of this Agreement as the Contractor's sole and exclusive remedies.

## **ARTICLE III.**

### **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

#### **General Service Warranty**

**Paragraph 3.1.** The general service warranty applies to all services performed by Contractor or its subcontractors. Contractor warrants it will perform all services in a good and Workmanlike Manner.

#### **Contractor's Representations and Warranties**

**Paragraph 3.2.** Contractor is familiar with the nature and extent of the Agreement, the Work, the locality, with all local conditions and federal, state, and local laws, ordinances, rules, and regulations including but not limited to all rules, regulations, and the restrictive covenants governing the land within the jurisdiction of the City, that in any manner may affect cost, progress or performance of the Work.

**Paragraph 3.3.** The person signing this Contract on behalf of the Contractor is authorized by Contractor to do so.

**Paragraph 3.4.** Contractor's representations and warranties under this Article III of the Agreement entitled Contractor's Representations and Warranties will survive the termination of this Agreement.

**ARTICLE IV.  
FINANCIAL ADMINISTRATION**

**SECTION A. APPLICATIONS FOR PAYMENT AND PROCEDURES**

**Compensation**

**Paragraph 4.1.** Contractor's compensations shall be set forth in the specifications in Exhibit "A".

**Contractor's Invoices**

**Paragraph 4.2.** Applications for Payment shall be submitted in such form and accompanied by such certification and documentation as the City may reasonably request, including the following as applicable: (a) Daily rate and the number of day worked in performing the Work, (b) the type and quantities of materials or supplies furnished by Contractor and utilized in performing the Work (e.g. chemicals), (c) the dates and hours equipment or machinery was employed in performing the Work, (d) Report on number of acres cleared, and (e) any charges for extra services authorized by the City (Each service must be individually listed next to its charge and approved proposals or Change Orders must be included).

**Payment of Application for Payment**

**Paragraph 4.3.** Except as provided in the paragraph entitled "Disputed Invoices," the City agrees to pay Contractor's Application for Payment within forty-five (45) Days after the City's receipt of the Application for Payment.

**Remedies for Unpaid Invoices**

**Paragraph 4.4.** Undisputed Applications for Payment or the undisputed part of an Application for Payment remaining unpaid after forty-five (45) Days from receipt by the City shall accrue simple interest at the rate of 10% per annum (or the maximum interest rate allowed by applicable law, whichever is less), from the 46<sup>th</sup> day after receipt by the City through the day the City mails payment to the Contractor.

**Disputed Applications for Payment**

**Paragraph 4.5.** If the City, in good faith, disputes any Application for Payment in whole or in part, the City shall notify Contractor of the dispute within the time required for payment and shall timely pay any undisputed portion. Interest shall not accrue on the amounts disputed in good faith.



**City Payment Does Not Constitute Waiver**

**Paragraph 4.6.** The City payment of an Application for Payment shall not prevent it from later filing claims against Contractor or waive its rights to recover money previously paid to Contractor. Without limiting the generality of the preceding sentence, the City may recover any sums paid to Contractor by mistake of law or of fact.

**SECTION B. LIENS AND CLAIMS****Contractor's Obligations Concerning Liens and Claims**

**Paragraph 4.7.** Contractor shall pay all valid claims for its labor, materials, services, supplies, and products as they become due. Whether a claim is valid or invalid, no lien, privilege, charge, or similar encumbrance shall become fixed upon the City lands, fixtures, improvements, or other property because of Contractor's failure to pay for goods or services provided for hereunder. After being notified of the existence of such claims, charges, liens, privilege, or encumbrances, Contractor agrees to take all necessary steps to obtain the release of such lien, privilege, or encumbrance.

**Paragraph 4.8.** If Contractor fails or refuses to pay its claims or indebtedness, then the City shall have the right to pay any such claims or indebtedness out any money due or to become due to Contractor under this Agreement; provided, however, the City shall not pay any such claim or indebtedness as long as Contractor is actively contesting it and has taken all actions necessary (including the posting of a bond or security if appropriate) to protect the City's property interests and the interests of other Persons in that same property.

**Paragraph 4.9** Before the City pays any Application for Payment, the City may require Contractor to certify that there are no unsatisfied claims for labor, materials, equipment, supplies, or products.

**ARTICLE V.  
RISK MANAGEMENT****SECTION A. GENERAL INDEMNIFICATION****Release, Defense, and Indemnity**

**Paragraph 5.1.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City and its officers, directors, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such

claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

**Paragraph 5.2.** Contractor agrees to release, protect, defend, indemnify, and hold harmless the City or any of its officers, directors, employees, agents, consultants and subcontractors from and against any and all claims (including claims of Third Parties and claims of spouses, heirs, survivors, legal representatives, successors and assigns) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work for personal injury, illness, death, property (whether real or person, owned or leased) damage) and loss arising out of or resulting from the performance of this Agreement suffered by Contractor **EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF ANY MEMBER(S) OF THE CITY.**

The release, protection, defense, indemnity and hold harmless obligations assumed by Contractor, and the limitations afforded the City, in this paragraph include any liability for employment discrimination, medical, compensation, or other benefits owed to employees of Contractor as a result of the direct employment relationship of such individuals with a member of Contractor even if such individuals are determined to be the borrowed or statutory employee of any member(s) of the City.

The indemnities in Paragraph 5.2 of this Agreement shall only be effective to the maximum extent permitted by the applicable law, either legislative enactment or a controlling judicial decision. If such existing or future law limits in any way the extent to which indemnification may be provided to an indemnity that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provision set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement

shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law. The liability of the City is limited due its status as a political subdivision of the State of Missouri.

**Paragraph 5.3.** For the purpose of Article V, the phrase "arising from or resulting from the performance of this Agreement" shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals and/or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.

**Indemnity for Removal of Liens**

**Paragraph 5.4.** Should the Contractor fail to fulfill its obligations under Article IV Section B concerning removal of liens, privileges or encumbrances on the property of any resident(s) of the City or property of the City arising out of performance under this Agreement, Contractor agrees to release, protect, defend, indemnify, and hold harmless the City for its direct costs actually incurred in removing such lien, privilege or encumbrance, should the City decide to proceed with removal.

**Limitation on Damages**

**Paragraph 5.5.** Contractor agrees that no resident(s) of the City will be responsible for and specifically agrees to release, defend, indemnify, and hold harmless the residents of the City, Mayor, City Council, employees, and agents from any and all liability for indirect, special, incidental, consequential, punitive or exemplary damages suffered by any employee(s) of Contractor.

**SECTION B. INSURANCE**

**Basic Insurance Coverage**

**Paragraph 5.6.** The Contractor and all subcontractors shall support its indemnity obligations by furnishing liability insurance coverage of the types set forth.

**Comprehensive General Liability and Bodily Injury**

- Including Death: \$1,000,000 each person  
\$3,000,000 each occurrence
- Property Damage: \$3,000,000 each occurrence  
\$3,000,000 aggregate

Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person  
\$3,000,000 each occurrence  
Property Damage: \$3,000,000 each accident

Owner's Protective Bodily Injury

Including Death: \$1,000,000 each occurrence  
\$1,000,000 each occurrence  
Property Damage: \$1,000,000 each occurrence  
\$1,000,000 aggregate

Workers Compensation

The Contractor shall procure and shall maintain during the term of the Agreement, Workers' Compensation insurance for all of its employees to be engaged and perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workers Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause such subcontractor to provide, adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be \$1,000.00 per occurrence.

Insurance Endorsements and Provisions

**Paragraph 5.7.** Prior to commencing to Work under this Agreement, Contractor shall obtain a waiver of subrogation form its insurers on the policies required in favor of the City.

**Paragraph 5.8.** All such insurance coverage required under this Agreement shall name the City as an additional insured.

**Paragraph 5.9.** Have such policies contain or be endorsed to contain a severability of interest provision so that each insured shall be treated separately under the policy so that the insurer may not deny enforcement based on the conduct or omissions of another insured; provided, however, this provision shall not cause any insurer or underwriter to pay more than the limits of the insurance coverage provided;

- Be primary over any insurance coverage maintained by the City;
- Be maintained in full force and effect during the term of this Agreement; and
- Contain provisions stating that such policies shall not be materially changed or cancelled without thirty (30) Days prior written notice having first been furnished to the City.

### **Certificates of Insurance**

**Paragraph 5.10.** Contractor and all Subcontractors agree that prior to commencing any of the Work under this Agreement; they shall have their insurance carrier furnish the City a certificate or certificates of insurance and endorsement page(s) evidencing insurance coverage in accordance with the requirements identified herein. Acceptance by the City of a certificate or certificates of insurance and/or endorsement page(s) showing coverage not in compliance with the insurance requirements of this Agreement shall not relieve Contractor or Subcontractor(s) from its obligations under this Agreement.

### **Performance Bond and Labor and Material Payment Bond**

**Paragraph 5.11.** Contractor shall furnish with the executed Agreement a Performance Bond, in an amount at least equal to the first year of the Agreement as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, and also a Labor and Material Payment Bond in an amount at least equal to the Contract Price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance bond and the Labor and Material Payment Bond may be in separate instruments, however, if combined into one the amount shall be for two hundred percent of the Contract Sum. The City will hold the Bonds for the duration of the Contract, as security for faithful performance and payment of all obligations under the Contract Documents.

**Paragraph 5.12.** Shall use the Performance Bond forms contained in the contract documents.

**Paragraph 5.13.** All Bonds signed by an agent must be accompanied by a certified copy of agent's authority to act. Only surety companies authorized to do business in, and having an agent for services in the State of Missouri will be acceptable.

**Paragraph 5.14.** If the Surety on any Bonds furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the state where the project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall substitute another Bond and Surety, both of which must be acceptable to the City before continuing the Work.

### **Severability**

**Paragraph 5.15.** If any part of Article V contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Article V and deemed nonbinding while all other parts of this Article V shall remain binding.

## **ARTICLE VI. LEGAL ADMINISTRATION**

### **SECTION A. COMPLIANCE WITH LAWS AND REGULATIONS**

#### **General Legal Compliance**

**Paragraph 6.1.** Contractor shall comply with all applicable local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Agreement as well as other regulations and restrictive covenants of the City.

If the Contractor discovers any provisions in the Agreement which is contrary or inconsistent with any law, ordinance, or regulation, it shall immediately report same in writing to the City.

**Paragraph 6.2.** Contractor shall be held to comply with all requirements of the Prevailing Wage Law of the State of Missouri, and shall forfeit as a penalty to the state, county, city, town district or other political subdivision on whose behalf the Contract is made or awarded, one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this Contractor, by him/her or by any subcontractor under him/her.

**Paragraph 6.3.** Contractor shall affirm by sworn affidavit that he/she has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services and to sign the affidavit affirming that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the Contract. Such affidavit shall be required as a condition of this Contract prior to or at the time of execution of this Contract, and Contractor shall provide documentation for the program.

## **SECTION B. GOVERNING LAW AND DISPUTE RESOLUTION**

**Paragraph 6.4.** The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri. The Agreement is performable in Franklin, County, Missouri, and the Parties agree that venue for any dispute under the Agreement shall be Franklin County. Any Party, who is the prevailing Party in any legal proceeding brought under or in relation to the Agreement shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

## **SECTION C. MISCELLANEOUS**

### **Severability**

**Paragraph 6.5.** If any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed nonbinding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

### **Singular and Plural**

**Paragraph 6.6.** Reference to one gender includes a reference to the other gender.

### **Headings**

**Paragraph 6.7.** The headings, sub-headings, and other subdivisions of this Agreement are inserted for convenience only. The Parties do not intend them to be an aid in legal construction.

### **Counterpart Execution**

**Paragraph 6.8.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed an original of this Agreement for all purposes. No Party shall be bound to this Agreement unless and until all Parties have executed a counterpart.

### **Binding Authority**

**Paragraph 6.9.** Each of the individuals executing this Agreement represents that he or she has full right and authority to execute this instrument on behalf of the City or Contractor, as the case may be, and to bind such Party. If the Person executing this

Agreement has a title that includes the term "Manager," "Director," or "Vice President," then the Parties agrees that such Person has apparent authority to execute this Agreement and bind the Party. If such Person executes this Agreement on behalf of a Party, the other Party is not required to obtain a power of attorney, delegation of authority, or corporate resolution evidencing such authority.

### **Entirety of Contract**

**Paragraph 6.10.** The Agreement embodies the entire contract between Parties.

### **Waiver**

**Paragraph 6.11.** Failure to exercise any option to terminate shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provisions or any other provision. The failure of the City at any time to enforce or to object to a failure or refusal to perform any terms, condition, or covenant of the Agreement, or to exercise any option herein given, or to require at any time performance by the Contractor of any term, condition, or covenant hereof, shall in no way constitute a waiver of any subsequent breach, or effect the validity of the Agreement or any part hereof or the right of the City thereafter to enforce the same, but shall apply only to the specific instance to which the failure to enforce is directed.

### **Approvals**

**Paragraph 6.12.** All approvals or consents required or permitted pursuant to the Agreement shall be in writing in order to be considered valid and effective.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.



**CITY OF WASHINGTON**

By \_\_\_\_\_

Sandy Lucy, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_

Sherri Klekamp, City Clerk

**CONTRACTOR**

\_\_\_\_\_

By \_\_\_\_\_

“Contractor”

Title \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Title:

## Exhibit A

### PERFORMANCE OF WORK

The Contractor acting as an independent contractor, shall furnish at his/her own expense all supervision, labor, equipment, tools, materials, supplies, and necessary documentation required to perform and complete the Work in a good first class and workman like manner. The Work designated, described and required by these specifications and proposals shall be in accordance with the Contract Documents and any applicable City ordinances, county, state and federal laws. Contractor represents and warrants that he/she has special skills which qualify him/her to perform the Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work

### THE WORK

The Contractor shall perform all services and provide all supplies, materials, equipment, tools and labor, necessary for Grounds Maintenance Services in accordance with the Contract Documents. The Contract is valid for 2022 with Klekamp Lawn and Landscape LLC., 527 La Zear Way, Gray Summit, MO 63039 in an amount not to exceed Fifty-Three Thousand Three Hundred Fifty Dollars and No Cents (\$53,350.00) for the provision of Grounds Maintenance Services.

### HOURS OF OPERATION

Contractor shall provide General Maintenance Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. No work shall take place on Saturdays, Sundays or City recognized Holidays (Memorial Day, Independence Day, Labor Day, and Veterans Day) that fall within the contract period unless approved by the Director of Parks and Recreation or his/her designee.

Location
200 E. 14 <sup>th</sup> Street (Fire St. #HQ)
1651 W. 5 <sup>th</sup> Street (Fire St. #3)
12011 E. 8 <sup>th</sup> Street (Fire St. #4)
6340 Maurice Unnerstall Dr. (Fire Training Grounds)
2000 E. 9 <sup>th</sup> Street (Optimist Park)
1215 E. 6 <sup>th</sup> Street (McLaughlin Park)
Riverview Dr. (Riverview Park)
801 E. 5 <sup>th</sup> Street (Krog Park)
3001 Phoenix Park Dr. (Phoenix Park)
323 Front Street (Heritage Park)

Circle Drive (Eckelkamp Park& Pump House #3)
205 High Street (Main Park)
1 Elbert Drive (Riverfront Park)
21 W. 2 <sup>nd</sup> Street (Lafayette Park)
Crestview Water Tower Park Madison & Crestview
West River Bank (Riverfront Park)
Pool Front & Hill Aquatic Circle Dr.

#### DURATION OF CONTRACT

The duration of the Contract shall be for one (1) year under the same terms and conditions. Actual maintenance operations shall occur for Thirty (30) maintenance cycles (with the exception of Riverview Park, which will be receive Fifteen (15) maintenance cycles and Krog Park, which will receive Thirty-Two (32) maintenance cycles) generally from March 23 through October 31. Actual maintenance dates/cycles shall be determined by the Parks and Recreation Director ("Director") or his/her designee, as weather conditions, growing season, drought, etc. can affect actual maintenance needs.

#### MAINTENANCE AND SERVICES

The Contractor shall perform all required Work and shall provide and furnish labor, materials, necessary tools, equipment, and transportation services to provide grounds maintenance service on property designated by the Parks and Recreation Department. It is understood and agreed that said labor, materials, tools, equipment and service will be furnished; and said Work performed and completed under the direction and supervision and subject to the approval of the City. All equipment must be approved by the Director prior to the acceptance of the Contract.

#### SITE INSPECTION

A site inspection by the Contractor shall be performed prior to each maintenance function. Trash, debris (including tree limbs no larger than tree inches (3") in diameter), or hazards shall be removed prior to Work being performed. All clippings, leaves, trash and debris shall be removed from the site upon completion, and disposal shall be the responsibility of the Contractor.

#### UNIFORM MOWING

Mow designated turf grass areas uniformly to three inches (3") in height (with the exception of Riverview Park, which shall be mowed at five inches (5")); Contractor shall mow and trim all designated turf grass areas approximately Thirty (30) cycles (except for Riverview Park, which shall be Fifteen (15) cycles and Krog Park, which shall be Thirty-Two (32) cycles) within the terms of the Contract. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of turf grass. Upon completion, a mowed area shall be free of clumped or rowed turf grass and tire tracks or ruts from the mowing equipment. Clippings shall be mulched (preferred) or removed but shall not lay on top of the turf grass. Turf grass shall be cut in a

professional manner, so as not to scalp turf grass areas or leave area of uncut turf grass. Disposal of clippings shall be the responsibility of the Contractor.

#### DISCHARGE OF CLIPPINGS

Care shall be taken to prevent discharge of clippings onto any paved surface such as streets, parking lots, sidewalks, driveways, playgrounds, athletic fields, swimming pools, ponds, lakes, fountains, pavilions, tennis courts, skate parks, landscaped areas or adjacent properties. Any material so discharged shall be removed completely, immediately prior to proceeding with mowing of other areas. Blowers are the recommended choice of equipment.

#### TRIMMING/EDGING

All structures, trees, poles, tables, signs, fences, curbs, sidewalks, catch basins, manholes, and planting beds are to be trimmed closely to present an aesthetic appearance, encourage healthy vigorous growth, and to maintain safe and visual passage. Special care shall be given to trimming around trees and other desirable plantings to prevent girdling of trees or damage to bark or vegetation. All trimming must be accomplished maintaining a required three inch (3") cutting height. All trimming must be accomplished concurrently with mowing operations. All plant growth in cracks, seams, joints of paved areas such as sidewalks, curbs and driveways shall be cut down to the pavement surface during the trimming operations. The use of herbicides to control such growth may be permitted with the prior approval of the Director. All sidewalks, driveways, etc. must be edged using a vertical approach as to keep the surface free of unwanted vegetated growth.

#### EQUIPMENT

All turf grass areas shall be cut either by a walk-behind mower or a zero turn riding mower or other equipment as approved by the Director. All equipment shall be in good physical and operating condition equipped with sharp blades. All equipment must be approved by the Director prior to the acceptance of the Contract.

All mowers and blades must be cleaned off to remove all clippings prior to mowing a location to prevent the spreading of possible contaminants. Any equipment that breaks down shall not be left on the site location overnight.

#### UNIFORMS

Contractor, employee(s) must wear a uniform shirt with the company name that is visible from twenty-five feet (25') at all times while completing the work in the City of Washington.

#### PARKING

Contractor is to park in specified and legal parking areas/zones without blocking driveways or site entrances, etc. Care shall be taken so as not to damage lawn and/or landscaped areas when parking.

#### CLEANUP

Prior to leaving the site, Contractor shall inspect, remove and haul away all debris including items such as paper, bottles, plastic bags, cans, newspapers, etc. Any large dumped items such as appliances, fallen trees, and limbs greater than three inches (3') shall be reported immediately to the City for removal.

#### DAMAGE TO PROPERTY

Any damage to property as the result of the Contractor's operations shall be the responsibility of the Contractor. Contractor shall be held responsible for any damage, breakage and/or loss of the City's signs, buildings, vegetation (i.e. trees) or any loss incurred to adjacent property, buildings, vegetation or fences through the negligence of the contractor or his/her employees while working on the City's premises. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Parks Department, the City reserves the right to replace that which was damaged, or assess the Contractor such costs as may be reasonable and related to the damage caused by the Contractor. The Contractor shall inform the Director of any damage caused by the contractor's operation on the day such damage occurs.



March 7, 2022

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

RE: Recommendation – Ground Maintenance Services 2022

Honorable Mayor and City Council,

As you may recall, in 2020 proposals were solicited for contractual mowing of some Parks and Fire Departments properties. A three-year proposal was received from Klekamp Lawn & Landscape. In 2022, the cost to cut 13 park properties and 4 Fire Department properties is \$53,350.00. We are very happy with Klekamp Lawn & Landscape and they did great job they did in 2021. Klekamp's custom service was excellent and if an issue ever arose, it was addressed immediately. As I mentioned, the proposal is only for a portion of park properties. A mowing contract does not eliminate the Department's mowing needs however; it does help significantly.

As such, it is staff's recommendation with the support of the Fire Department, that Council consider the approval of the bid submitted by Klekamp Lawn and Landscape LLC in the amount of \$53,350.00.

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

Respectfully,

*Wayne Dunker*

Wayne Dunker, CPRP  
Director of Parks and Recreation

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A CORRECTIVE QUIT CLAIM DEED BY  
AND BETWEEN THE CITY OF WASHINGTON, MISSOURI  
AND 801 TERRY LANE, LLC

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Corrective Quit Claim Deed by and between the City of Washington, Missouri and 801 Terry Lane, LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

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

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

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

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

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

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



**EXHIBIT I**

**CORRECTIVE QUIT CLAIM DEED**

THIS DEED, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WASHINGTON, MISSOURI, a Missouri municipal corporation (“*Grantor*”), and 801 TERRY LANE, LLC, a Missouri limited liability company (“*Grantee*”), having a mailing address of 825 Green Bay Road, Suite 100, Wilmette, IL 60091.

WITNESSETH:

WHEREAS, pursuant to a General Warranty Deed, dated August 1, 1988, recorded in Book 532 Page 583 of the Franklin County Records (the “*1988 Deed*”), Grantor conveyed certain real property to Wonder Maid, Inc., which real property is now owned by Grantee; and

WHEREAS, the legal description in the 1988 Deed contained errors and Grantor and Grantee desire to correct such errors by Grantor executing and delivering this Deed.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUIT CLAIM unto Grantee, the following described Real Estate in the County of Franklin, State of Missouri, to wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

TO HAVE AND TO HOLD, the same, together with all rights and appurtenances to the same belonging unto Grantee, and to the successors and assigns of Grantee forever. So that neither the Grantor, nor its successors and assigns, nor any other person or persons for it or in its name or behalf, shall or will hereafter, claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed the day and year first above written.

GRANTOR:

CITY OF WASHINGTON,  
MISSOURI,  
a Missouri municipal corporation

By: \_\_\_\_\_  
Sandy Lucy, Mayor

ATTEST:

\_\_\_\_\_  
Sherri Klekamp, City Clerk

STATE OF MISSOURI        )  
  ) SS.  
COUNTY OF FRANKLIN    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me appeared Sandy Lucy, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the City of Washington, Missouri, a Missouri municipal corporation, and that said instrument was signed on behalf of said municipal corporation pursuant to Ordinance No. \_\_\_\_\_, and said Sandy Lucy acknowledged said instrument to be the free act and deed of said municipal corporation.

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

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

My commission expires:

GRANTEE:

801 TERRY LANE, LLC,  
a Missouri limited liability company

By: \_\_\_\_\_  
Gregory Hoffmann, Manager

STATE OF MISSOURI        )  
  ) SS.  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me appeared Gregory Hoffmann, to me personally known, who, being by me duly sworn, did say that he is the Manager of 801 Terry Lane, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said Gregory Hoffmann acknowledged said instrument to be the free act and deed of said limited liability company.

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

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

My commission expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**

ADJUSTED LOT 2  
LAND DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 1 AND ALL OF LOT 2 OF INDUSTRIAL PARK NO. 2, A SUBDIVISION RECORDED IN PLAT BOOK "J", PAGE 27 OF THE FRANKLIN COUNTY RECORDS, AND PART OF U.S. SURVEY 1925, ALL WITHIN U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF ABOVE SAID LOT 2, FROM WHICH A 5/8" IRON ROD BEARS NORTH 89°23'28" WEST 0.89 FEET; THENCE SOUTH 00°32'11" WEST ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 381.61 FEET TO A FOUND 1/2" IRON ROD SET ON THE NORTHERLY LINE OF EAST NINTH STREET, 60 FEET WIDE; THENCE NORTH 84°32'41" WEST ALONG THE NORTHERLY LINE OF SAID EAST NINTH STREET A DISTANCE OF 337.47 FEET TO THE EASTERLY LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY ST. PETER'S EVANGELICAL AND REFORMED CHURCH BY DEED RECORDED IN BOOK 241, PAGE 1000 OF THE FRANKLIN COUNTY RECORDS; THENCE NORTH 00°23'00" EAST ALONG LAST SAID EASTERLY LINE A DISTANCE OF 472.54 FEET TO A FOUND ANGLE IRON IN CONCRETE, SAID POINT BEING ON THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED AS TRACT 1, IN DEED BOOK 979 PAGE 823; THENCE SOUTH 89°29'30" EAST ALONG LAST SAID NORTHERLY LINE A DISTANCE OF 164.95 FEET TO A FOUND 2" IRON PIPE SET ON THE WESTERLY LINE OF TERRY LANE, 50 FEET WIDE AS VACATED BY CITY OF WASHINGTON ORDINANCE NUMBER 3468 AND RECORDED IN BOOK 252, PAGE 534 OF THE FRANKLIN COUNTY RECORDS; THENCE SOUTH 89°44'18" EAST 25.00 FEET TO THE EASTERLY LINE OF SAID VACATION; THENCE CONTINUING SOUTH 89°44'18" EAST 25.00 FEET TO A FOUND 5/8" IRON ROD SET ON THE EASTERLY LINE OF TERRY LANE AS ESTABLISHED ON AFOREMENTIONED INDUSTRIAL PARK NO. 2 PLAT AND DEDICATED IN DEED BOOK 251, PAGE 513 OF THE FRANKLIN COUNTY RECORDS; THENCE SOUTH 00°23'00" WEST ALONG THE EASTERLY LINE OF SAID TERRY LANE A DISTANCE OF 39.51 FEET TO A SET 1/2" IRON ROD SET FOR THE NORTHERN MOST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED BOOK 1014, PAGE 814 OF THE FRANKLIN COUNTY RECORDS; THENCE SOUTH 29°06'38" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 3 A DISTANCE OF 92.72 FEET TO A SET 1/2" IRON ROD SET FOR THE NORTHERLY LINE OF AFOREMENTIONED LOT 2; THENCE SOUTH 89°23'28" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 76.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.47 ACRES MORE OR LESS.

**ALSO DESCRIBED AS:**

ADJUSTED LOT 2 OF THE BOUNDARY ADJUSTMENT OF PART OF LOT 1 & ALL OF LOT 2 OF INDUSTRIAL PARK NO. 2 AND PART OF U.S. SURVEY 1925, ALL IN U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT # 2202405 OF THE FRANKLIN COUNTY, MISSOURI RECORDS.



1200 Jefferson Street  
Washington, MO 63090  
Telephone 636-239-7747  
800.225.5529  
Facsimile 636-239-8450  
www.sandbergphoenix.com

Mark C. Piontek  
Direct Dial: 314-425-4995  
mpiontek@sandbergphoenix.com  
Assistant: Janice Meyer

**CLIENT  
MEMORANDUM**

To: Mayor and City Council

Cc: Darren Lamb  
Sherri Klekamp

From: Mark C. Piontek

Date: March 3, 2022

Re: City of Washington, Missouri – 801 Terry Lane, LLC

Ladies and Gentlemen:

In your packet is an Ordinance to approve a Corrective Quit Claim Deed between the City of Washington and 801 Terry Lane, LLC (NOA Medical). You may recall that the City Council previously approved a boundary adjustment plat for the 801 Terry Lane to correct some errors in platting that occurred many years ago.

With the plat now recorded the last thing that is needed from the City is a Corrective Quit Claim Deed, whereby the City quitclaims whatever interest it may have in the real estate within Adjusted Lot 2 created by the plat. The Quit Claim Deed will allow the title company to issue a title insurance policy to 801 Terry Lane, LLC for Adjusted Lot 2.

The City Council approved executing a Corrective Quit Claim Deed earlier but that Deed didn't include the updated legal description as a result of the recording of the boundary adjustment plat. This Deed will correct that.



February 21, 2022

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

RE: Fee Recommendation – 2022 Aquatic Complex Fees

Honorable Mayor and City Council,

In 2020 and early 2021, staff, the City Administrator and Parks and Recreation Commission members formed an Aquatic Complex Fees and Charges Sub Committee to evaluate the City's fees and charges for the new Agnes Nolting Aquatic Center. After extensive hours of research and several meetings, the Committee recommended amending the Park Facilities User Fee Schedule for the new aquatic complex.

Below are the aquatic complex fees and charges the Committee recommended to City Council in February 2021.

- \$7.00 daily admission (3 and over)
- \$50 punch/visit card (10 punches) \*Available after June 1, 2021.
- \$500 after hours pool rental (2 hour limit), \$200 rental deposit

The Parks and Recreation staff also requested a Grand Opening Discount off the pool punch card. This promotional discount allowed people to purchase a 20 punch/visit card for \$85. This was a one-time discount. After June 1, the punch/visit card options were 10 visits for \$50 or 20 visits for \$100.

**At the February 8<sup>th</sup> Parks and Recreation Commission meeting, the Commission made a recommendation not to amend the Aquatic Complex User Fees and Charges for the upcoming 2022 pool season, based on record pool attendance in 2021 and the intensive research the Committee recently completed.**

Respectfully,

A handwritten signature in blue ink, appearing to read "Sparky Stuckenschneider".

Sparky Stuckenschneider  
Park & Recreation Commission Co-President

**APPROVED**  
2-22-22

8a

8a

## ESTIMATED Pool Revenue & Expenses 2021

Estimates completed January 2021

Estimated Expenses	
Item	Amount
Guards & Pool Ops & Management	\$145,000-\$165,000
Utilities	\$ 10,500.00
Guards for Programming/Rentals	\$ 18,000.00
Cashiers/Admissions Staff	\$ 15,000.00
Concession Stand Staff	\$ 15,000.00
Concession Stand Product/Supplies	\$ 15,000.00
Insurance	\$ 12,700.00

**TOTAL Est. Expenses \$231,000 - \$251,200**

Anticipate a 30% increase in attendance for 2021

Estimated Revenue	
Item	Amount
Daily Fees	\$ 45,500.00
Punch Cards	\$ 32,500.00
Programs, Lessons, Rentals	\$ 20,000.00
Concession Sales	\$ 15,000.00
Birthday Parties Packages	\$ 2,000.00
Rentals - Swim Team & After Hrs	\$ 5,000.00

**TOTAL Est. Revenue \$ 120,000.00**

**EST. PROFIT/LOSS: \$111,200 - \$131,200**

Actual Attendance	
Year	Attendance
2019	8,790
2018	7,837
2017	10,218
2016	10,441
2015	9,235

\* Pump went out

Anticipate a 30% increase in attendance for 2021

Net Operating Loss	
Year	Loss
2019	\$ 137,299.00
2018	\$ 123,749.00
2017	\$ 139,437.00
2016	\$ 122,433.00
2015	\$ 102,302.00

**AVG. LOSS Per Year: \$125,000**

## ACTUAL Pool Revenue & Expense 2021

Actual Expenses	
Item	Amount
Guards & Pool Ops & Management	\$ 152,360.00
Utilities	\$ 8,658.00
Guards for Programming/Rentals	\$ 15,000.00
Admiss. Cashiers & Concession Staff	\$ 25,738.23
Pool Chemicals	\$ 3,900.12
Concession Stand Product/Supplies	\$ 20,985.04
Insurance	\$ 13,117.00

**TOTAL Actual Expenses \$ 239,758.39**

Actual Revenue	
Item	Amount
Daily Fees	\$ 75,126.00
Punch Cards	\$ 54,990.50
Programs & Lessons	\$ 11,462.00
Concession Sales	\$ 40,979.90
Birthday Parties Packages	\$ 2,336.25
Rentals - (Swim Team & After Hrs)	\$ 6,001.50
Camp Washington Pool Fees	\$ 3,498.00
<b>TOTAL Actual Revenue</b>	<b>\$ 194,394.15</b>

**ACTUAL PROFIT/LOSS \$45,364.24**

Actual Attendance	
Year	Attendance
2021	19,008
2019	8,790
2018	7,837
2017	10,218
2016	10,441
2015	9,235

Net Operating Loss	
Year	Loss
2021	\$ 45,364.24
2019	\$ 137,299.00
2018	\$ 123,749.00
2017	\$ 139,437.00
2016	\$ 122,433.00
2015	\$ 102,302.00

CITY OF WASHINGTON  
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

<b>Previous Years 1970-2000 Total:</b>		<b>\$ 36,121,362.69</b>			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-Present	2,207,891.43
2002-2003	2,875,714.84	2012-2013	3,760,065.80		
2003-2004	3,155,590.86	2013-2014	3,912,118.45		
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
<b>TOTAL COLLECTIONS TO DATE:</b>				<b>\$ 117,629,532.80</b>	

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 351,136.59	\$ 361,698.16	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	17.22%
NOVEMBER	282,896.65	251,010.14	273,682.85	325,999.08	337,510.28	329,477.61	-2.38%
DECEMBER	364,857.35	567,111.05	406,617.65	400,738.68	448,383.63	522,976.40	16.64%
JANUARY	430,566.40	355,065.45	428,005.85	420,055.36	430,457.12	392,285.39	-8.87%
FEBRUARY	354,592.09	440,931.59	363,771.00	417,204.79	396,723.58	509,008.53	28.30%
MARCH	397,064.44	432,715.60	444,964.47	417,215.47	468,305.25		
APRIL	322,468.20	354,143.36	387,311.51	365,080.95	387,138.97		
MAY	316,300.94	296,545.56	300,584.29	358,920.74	385,747.95		
JUNE	360,109.32	368,699.52	456,577.00	401,315.24	514,849.48		
JULY	488,884.69	499,689.10	420,349.19	442,261.53	462,011.90		
AUGUST	290,449.04	311,169.75	322,712.79	372,615.14	396,711.64		
SEPTEMBER	395,182.14	464,286.39	465,772.42	518,477.31	523,081.81		
<b>TOTALS:</b>	<b>\$ 4,354,507.85</b>	<b>\$ 4,703,065.67</b>	<b>\$ 4,612,283.40</b>	<b>\$ 4,787,670.81</b>	<b>\$ 5,138,337.05</b>	<b>\$ 2,207,891.43</b>	

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

**10.37%**

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



## 1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$ 4,111,148.43
EXPIRED: 06-30-02	1994-2002	9,410,782.24
EXPIRED: 06-30-10	2002-2010	13,334,617.88
EXPIRED: 06-30-18	2010-2018	15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$ 9,010,663.78
TOTAL COLLECTIONS TO DATE:		<u>\$ 51,842,230.69</u>

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 175,568.60	\$ 180,849.11	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	17.22%
NOVEMBER	141,448.41	125,504.75	136,841.76	162,999.67	168,755.25	164,738.68	-2.38%
DECEMBER	182,428.48	283,555.71	203,310.25	200,369.28	224,192.00	261,488.24	16.64%
JANUARY	215,283.32	177,532.58	214,002.88	210,027.68	215,228.64	196,142.72	-8.87%
FEBRUARY	177,296.22	220,465.78	181,885.56	208,602.53	198,361.30	254,504.01	28.30%
MARCH	198,532.64	216,358.10	222,481.70	208,607.73	234,152.34		
APRIL	161,234.31	177,071.76	193,656.33	182,540.31	193,569.47		
MAY	158,150.75	148,272.80	150,291.55	179,460.29	192,873.68		
JUNE	180,054.89	184,317.16	228,288.80	200,657.51	257,424.63		
JULY	244,442.58	249,844.82	210,175.01	221,130.97	231,006.12		
AUGUST	145,224.55	155,584.67	161,356.40	186,307.76	198,355.48		
SEPTEMBER	197,591.18	232,141.66	232,886.54	259,238.60	261,541.37		
<b>TOTALS</b>	<b>\$ 2,177,255.93</b>	<b>\$ 2,351,498.90</b>	<b>\$ 2,306,143.70</b>	<b>\$ 2,393,835.48</b>	<b>\$ 2,569,168.07</b>	<b>\$ 1,103,945.38</b>	

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

**10.37%**

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

## 1/2 % TRANSPORTATION SALES TAX

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 175,568.24	\$ 180,849.11	\$ 170,946.23	\$ 173,893.15	\$ 193,707.83	\$ 227,070.97	17.22%
NOVEMBER	141,448.18	125,504.37	136,840.50	162,999.68	168,755.33	164,738.72	-2.38%
DECEMBER	182,428.60	283,555.44	203,308.99	200,369.28	224,192.04	261,488.24	16.64%
JANUARY	215,283.62	177,532.58	214,002.88	210,027.78	215,228.70	196,142.69	-8.87%
<b>FEBRUARY</b>	177,296.07	220,465.13	181,885.52	208,602.55	198,361.35	254,499.40	28.30%
MARCH	198,532.25	216,358.08	222,481.85	208,607.77	234,152.35		
APRIL	161,234.08	177,071.74	193,656.25	182,540.19	193,569.46		
MAY	158,108.05	148,272.79	150,291.51	179,460.32	192,873.68		
JUNE	180,054.85	184,349.74	228,288.78	200,657.52	257,424.62		
JULY	244,442.69	249,844.78	210,175.04	221,130.96	231,006.14		
AUGUST	145,224.71	155,584.64	161,355.80	186,307.86	198,355.50		
SEPTEMBER	197,591.24	232,142.98	232,886.52	259,238.63	261,541.35		
<b>TOTALS</b>	<b>\$ 2,177,212.58</b>	<b>\$ 2,351,531.38</b>	<b>\$ 2,306,119.87</b>	<b>\$ 2,393,835.69</b>	<b>\$ 2,569,168.35</b>	<b>\$ 1,103,940.02</b>	

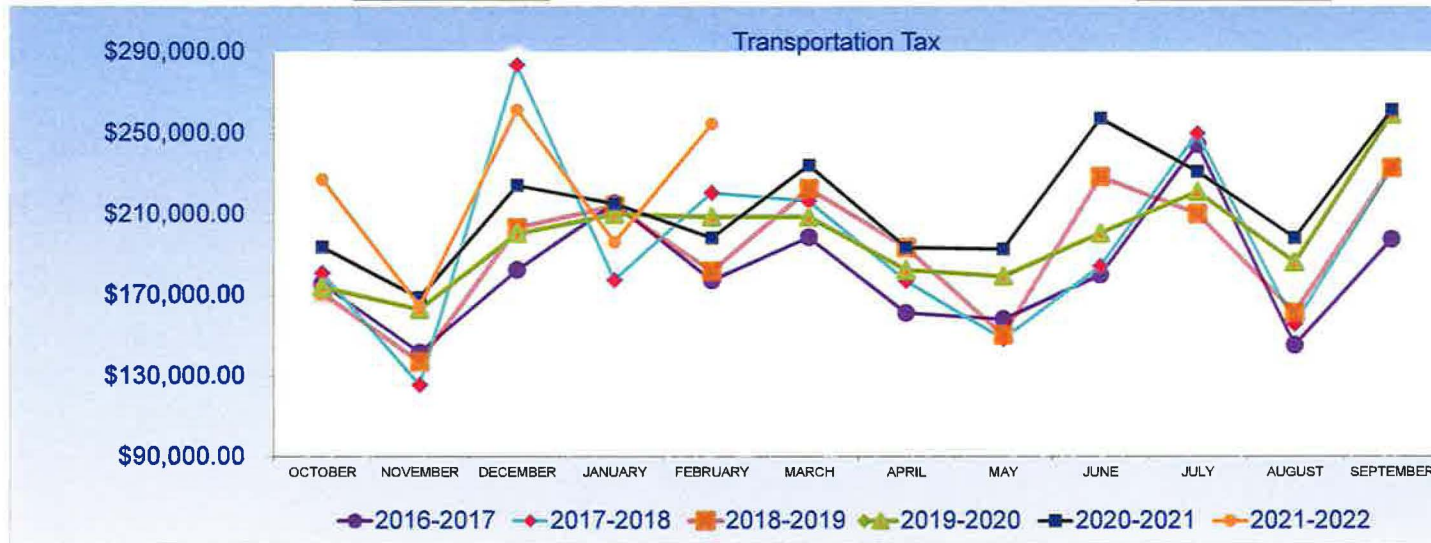
COLLECTIONS 2005 TO  
PRESENT:

\$30,104,532.55

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

10.37%

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

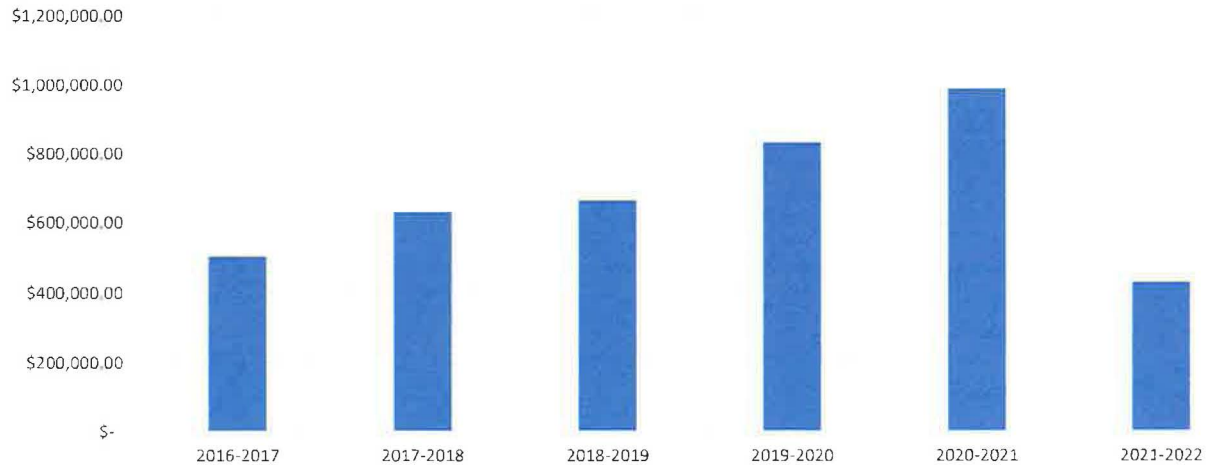


## LOCAL OPTION USE TAX

MONTH	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Monthly % Increase/ (Decrease)
OCTOBER	\$ 28,227.67	\$ 12,081.69	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	3.97%
NOVEMBER	36,285.79	17,632.77	48,613.78	56,442.98	77,752.19	75,696.93	-2.64%
DECEMBER	35,826.94	48,045.68	49,662.96	53,993.39	65,391.95	81,034.55	23.92%
JANUARY	43,418.60	48,211.95	68,775.33	39,958.65	69,783.79	98,017.42	40.46%
FEBRUARY	54,384.99	95,271.61	73,271.71	63,549.19	112,976.86	102,284.34	-9.46%
MARCH	47,389.11	76,542.59	79,877.50	81,178.43	104,092.21		
APRIL	37,427.52	47,032.55	54,168.57	51,201.38	83,105.78		
MAY	38,570.02	49,331.34	45,391.56	117,142.50	70,120.42		
JUNE	41,187.44	51,751.76	51,449.73	94,813.67	73,348.19		
JULY	40,613.94	73,096.59	42,197.49	76,691.07	63,309.11		
AUGUST	36,992.97	54,048.00	53,911.53	82,028.64	89,259.01		
SEPTEMBER	63,977.54	57,105.98	62,998.22	79,946.63	109,517.43		
<b>TOTAL</b>	<b>\$ 504,302.53</b>	<b>\$ 630,152.51</b>	<b>\$ 664,542.96</b>	<b>\$ 832,447.39</b>	<b>\$ 989,207.80</b>	<b>\$ 430,382.59</b>	

COLLECTIONS 1998 TO PRESENT: **\$ 10,235,150.34**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR  
OCTOBER TO PRESENT: **8.56%**





# Budget Report Group Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>						
Revenue	15,439,790.00	15,439,790.00	857,347.29	5,597,675.29	-9,842,114.71	63.75%
Expense	17,096,945.00	17,192,745.00	742,693.50	6,315,026.46	10,877,718.54	63.27%
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>-1,657,155.00</b>	<b>-1,752,955.00</b>	<b>114,653.79</b>	<b>-717,351.17</b>	<b>1,035,603.83</b>	<b>59.08%</b>
<b>Fund: 003 - LIBRARY FUND</b>						
Revenue	798,350.00	798,350.00	88,507.33	421,206.87	-377,143.13	47.24%
Expense	858,830.00	858,830.00	49,431.50	283,875.87	574,954.13	66.95%
<b>Fund: 003 - LIBRARY FUND Surplus (Deficit):</b>	<b>-60,480.00</b>	<b>-60,480.00</b>	<b>39,075.83</b>	<b>137,331.00</b>	<b>197,811.00</b>	<b>327.07%</b>
<b>Fund: 004 - VOLUNTEER FIRE FUND</b>						
Revenue	867,180.00	867,180.00	77,565.84	234,194.40	-632,985.60	72.99%
Expense	1,032,580.00	1,142,005.00	50,236.58	344,372.27	797,632.73	69.84%
<b>Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):</b>	<b>-165,400.00</b>	<b>-274,825.00</b>	<b>27,329.26</b>	<b>-110,177.87</b>	<b>164,647.13</b>	<b>59.91%</b>
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</b>						
Revenue	622,000.00	622,000.00	0.00	255.45	-621,744.55	99.96%
Expense	1,352,900.00	1,539,255.00	162,373.31	183,289.97	1,355,965.03	88.09%
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND Surplus (Deficit):</b>	<b>-730,900.00</b>	<b>-917,255.00</b>	<b>-162,373.31</b>	<b>-183,034.52</b>	<b>734,220.48</b>	<b>80.05%</b>
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND</b>						
Revenue	1,012,000.00	1,012,000.00	98,017.42	329,455.12	-682,544.88	67.45%
Expense	1,755,320.00	1,930,320.00	30,490.33	511,948.60	1,418,371.40	73.48%
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):</b>	<b>-743,320.00</b>	<b>-918,320.00</b>	<b>67,527.09</b>	<b>-182,493.48</b>	<b>735,826.52</b>	<b>80.13%</b>
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND</b>						
Revenue	3,574,875.00	3,574,875.00	183,721.02	792,356.09	-2,782,518.91	77.84%
Expense	4,490,750.00	5,496,260.00	135,160.25	495,259.75	5,001,000.25	90.99%
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):</b>	<b>-915,875.00</b>	<b>-1,921,385.00</b>	<b>48,560.77</b>	<b>297,096.34</b>	<b>2,218,481.34</b>	<b>115.46%</b>
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND</b>						
Revenue	4,002,875.00	4,002,875.00	647,910.71	1,417,753.88	-2,585,121.12	64.58%
Expense	4,067,300.00	4,419,310.00	294,997.52	513,834.75	3,905,475.25	88.37%
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):</b>	<b>-64,425.00</b>	<b>-416,435.00</b>	<b>352,913.19</b>	<b>903,919.13</b>	<b>1,320,354.13</b>	<b>317.06%</b>
<b>Fund: 265 - COP FUND</b>						
Revenue	1,836,300.00	3,169,670.00	0.00	894.83	-3,168,775.17	99.97%
Expense	2,046,000.00	2,046,000.00	0.00	0.00	2,046,000.00	100.00%
<b>Fund: 265 - COP FUND Surplus (Deficit):</b>	<b>-209,700.00</b>	<b>1,123,670.00</b>	<b>0.00</b>	<b>894.83</b>	<b>-1,122,775.17</b>	<b>99.92%</b>
<b>Fund: 272 - DOWNTOWN TIF RPA-1</b>						
Revenue	295,000.00	295,000.00	248,927.80	275,429.47	-19,570.53	6.63%
Expense	426,600.00	539,200.00	12,617.83	19,040.77	520,159.23	96.47%
<b>Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):</b>	<b>-131,600.00</b>	<b>-244,200.00</b>	<b>236,309.97</b>	<b>256,388.70</b>	<b>500,588.70</b>	<b>204.99%</b>
<b>Fund: 274 - RHINE RIVER TIF RPA-2</b>						
Revenue	132,200.00	132,200.00	62,224.37	93,843.52	-38,356.48	29.01%
Expense	132,000.00	139,000.00	0.00	474.18	138,525.82	99.66%
<b>Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):</b>	<b>200.00</b>	<b>-6,800.00</b>	<b>62,224.37</b>	<b>93,369.34</b>	<b>100,169.34</b>	<b>1,473.08%</b>
<b>Fund: 400 - WATER FUND</b>						
Revenue	1,976,965.00	1,976,965.00	147,697.29	656,780.86	-1,320,184.14	66.78%
Expense	3,854,650.00	4,047,025.00	108,195.32	717,806.31	3,329,218.69	82.26%
<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-1,877,685.00</b>	<b>-2,070,060.00</b>	<b>39,501.97</b>	<b>-61,025.45</b>	<b>2,009,034.55</b>	<b>97.05%</b>
<b>Fund: 410 - SEWAGE TREATMENT FUND</b>						
Revenue	2,950,000.00	2,950,000.00	228,168.53	894,807.97	-2,055,192.03	69.67%
Expense	5,281,535.00	5,706,535.00	152,823.69	686,858.03	5,019,676.97	87.96%
<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-2,331,535.00</b>	<b>-2,756,535.00</b>	<b>75,344.84</b>	<b>207,949.94</b>	<b>2,964,484.94</b>	<b>107.54%</b>

**Budget Report**

**For Fiscal: 2021-2022 Period Ending: 01/31/2022**

<b>Account Typ...</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 420 - SOLID WASTE FUND</b>						
Revenue	3,036,400.00	3,036,400.00	181,245.01	772,299.38	-2,264,100.62	74.57%
Expense	2,978,660.00	2,978,660.00	206,107.14	856,939.27	2,121,720.73	71.23%
<b>Fund: 420 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>57,740.00</b>	<b>57,740.00</b>	<b>-24,862.13</b>	<b>-84,639.89</b>	<b>-142,379.89</b>	<b>246.59%</b>
<b>Report Surplus (Deficit):</b>	<b>-8,830,135.00</b>	<b>-10,157,840.00</b>	<b>876,205.64</b>	<b>558,226.90</b>	<b>10,716,066.90</b>	<b>105.50%</b>

13e

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-1,657,155.00	-1,752,955.00	114,653.79	-717,351.17	1,035,603.83
003 - LIBRARY FUND	-60,480.00	-60,480.00	39,075.83	137,331.00	197,811.00
004 - VOLUNTEER FIRE FUND	-165,400.00	-274,825.00	27,329.26	-110,177.87	164,647.13
010 - VEHICLE & EQUIPMENT REPLA	-730,900.00	-917,255.00	-162,373.31	-183,034.52	734,220.48
250 - STORMWATER IMPROVEMEN	-743,320.00	-918,320.00	67,527.09	-182,493.48	735,826.52
260 - CAPITAL IMPROVEMENT SALE	-915,875.00	-1,921,385.00	48,560.77	297,096.34	2,218,481.34
261 - TRANSPORTATION SALES TAX	-64,425.00	-416,435.00	352,913.19	903,919.13	1,320,354.13
265 - COP FUND	-209,700.00	1,123,670.00	0.00	894.83	-1,122,775.17
272 - DOWNTOWN TIF RPA-1	-131,600.00	-244,200.00	236,309.97	256,388.70	500,588.70
274 - RHINE RIVER TIF RPA-2	200.00	-6,800.00	62,224.37	93,369.34	100,169.34
400 - WATER FUND	-1,877,685.00	-2,070,060.00	39,501.97	-61,025.45	2,009,034.55
410 - SEWAGE TREATMENT FUND	-2,331,535.00	-2,756,535.00	75,344.84	207,949.94	2,964,484.94
420 - SOLID WASTE FUND	57,740.00	57,740.00	-24,862.13	-84,639.89	-142,379.89
<b>Report Surplus (Deficit):</b>	<b>-8,830,135.00</b>	<b>-10,157,840.00</b>	<b>876,205.64</b>	<b>558,226.90</b>	<b>10,716,066.90</b>