

REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
October 17, 2016 – 7:00 P.M.

1. INTRODUCTORY ITEMS:

Roll Call /Pledge of Allegiance
Approval of the Minutes from the October 3 & 12, 2016 Council Meetings

SUGGESTED
COUNCIL ACTION:

Need Motion/Mayor Memo

Approval and Adjustment of Agenda including Consent Agenda:

Need Motion/Mayor Memo

- a. Payments greater than \$40,000
- b. Treasurer’s Report – August 2016
- c. Liquor License Application
- d. Final Pay Request – Donohue & Associates, Inc. – Hydraulic Study

2. PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Re-Appointments:

- a. Police Department Reappointments
- b. Washington Area Highway Transportation Committee Reappointment/Appointment

Accept/Approve/Mayor Memo
Accept/Approve/Mayor Memo

3. PUBLIC HEARINGS:

- a. Rezone 2355 McLean Avenue from R-2 Overlay to R-1C Single-Family Attached
- b. An ordinance rezoning 355 McLean Avenue from R-2 Overlay to R1-C Single-Family Attached Zoning District in the City of Washington, Franklin County, Missouri.
- c. Voluntary annexation of 14.49 acres south of the Malvern Hill Subdivision
- d. Rezone 2 parcels located at 1000 Duncan Heights Drive from R-1A Single-Family Residential to C-4 Planned Commercial and Development Plan Approval

Accept Into Minutes Memo
Read&Int/Read&Vote/Mayor
Accept Into Minutes Memo
Accept Into Minutes Memo

CITIZENS DISCUSSIONS:

4. UNFINISHED BUSINESS:

5. REPORT OF DEPARTMENT HEADS:

6. **ORDINANCES/RESOLUTIONS:**

- a. An ordinance authorizing and directing the execution of a contract with SCS Engineers for the Semi-Annual Groundwater Monitoring Program at the Washington Sanitary Landfill in the City of Washington, Franklin County, Missouri. Read &Int/Read&Vote/Mayor Memo
- b. An ordinance authorizing and directing the City of Washington to enter into a sales contract with Sydenstricker Implement Company for the purchase of a 2017 Cab Tractor and a 2017 10' Pull-type Center Drive Rotary Cutter. Read &Int/Read&Vote/Mayor Memo
- c. An ordinance authorizing and directing the execution of a Lease Agreement by and between the City of Washington, Missouri and L.B. Eckelkamp, Jr. and Bonnie J. Eckelkamp. Read &Int/Read&Vote/Mayor
- d. An ordinance amending Schedule IV, Table IV-A, No Parking at Any time, of the Traffic Code of the City of Washington, Franklin County, Missouri, by adding thereto the following restriction. Read &Int/Read&Vote/Mayor
- e. An ordinance establishing the salary of the City Administrator Read &Int/Read&Vote/Mayor
- f. An ordinance establishing the salary of the Economic Development Director Read &Int/Read&Vote/Mayor

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

- a. Preliminary Plat Approval – Skyler Place Accept/Approve/Mayor Memo
- b. An ordinance approving the Final Plat of Skyler Place, in the City of Washington, Franklin County, Missouri. Read &Int/Read&Vote/Mayor
- c. Preliminary Plat Approval – Malvern Hills Phase 2 Accept/Approve/Mayor Memo

8. **MAYOR'S REPORT:**

9. **CITY ADMINISTRATOR'S REPORT:**

10. **CITY ATTORNEY'S REPORT:**

- a. 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

11. **INFORMATION:**

12. **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 MARY TRENTMANN, CITY CLERK OCTOBER 13, 2016

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, OCTOBER 3, 2016**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, October 3, 2016 at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present
Council Members:	Ward I	Steve Sullentrup Present
		Walter Meyer Absent
	Ward II	Jeff Mohesky Absent
		Mark Hidritch Present
	Ward III	Jeff Patke Present – 7:03 p.m.
		Greg Skornia Present
	Ward IV	Josh Brinker Present
		Joe Holtmeier Present

Also Present:	City Attorney	Mark Piontek
	City Administrator	James Briggs
	City Clerk	Mary Trentmann
	Police Chief	Ed Menefee
	Police Captain	Jim Armstrong
	City Engineer	John Nilges
	Economic Development Director	Darren Lamb
	City Planner	Sal Maniaci
	Finance Manager	Mary Sprung
	Library Director	Jackie Hawes

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 September 19, 2016 Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

* Payments of over \$40,000 (+): United Health Care \$130,000.00 Estimated October Health Insurance premium; LAGERS \$60,000.00 Estimated September wage benefits; Ameren UE \$102,000.00 Estimated August energy use; UMB Bank, NA. Trust \$97,048.59 October dept service payment. Sewer Revenue Bonds---2007B; NB West Contracting \$118,334.99 Pay Request #2 – 2016 Asphalt Overlay & Concrete Replacement; Midwest Pool Management \$69,248.23 June, July, August – Pool Management Fees.

* Treasurer’s Report – July 2016

* Lewis, Rice L.C. invoice – August 2016 services

* Final Pay Request – Gerstner – Electric, Inc. – Traffic Head Signal Replacement

* Final Pay Request – Burns & McDonnell Engineering Co., Inc. – Phase IV Landfill

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

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Re-Appointments

* Washington Tax Increment Financing Commission Appointments

September 21, 2016

To The City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Washington Tax Increment Financing Commission:

Thomas Holdmeier – term expiring August 2019

Julie Scannell – term expiring August 2019

Respectfully submitted,

Sandy Lucy

Mayor

MKT:

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

PUBLIC HEARINGS

* None

CITIZENS DISCUSSIONS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* OPEB Requests for Proposals

September 22, 2016

Honorable Mayor & City Council

City of Washington

Washington, MO 63090

Re: OPEB Requests for Proposals

Dear Mayor & Council Members;

The City received three (3) proposals to secure services of a qualified firm to provide Actuarial Services for Other Post-Employment Benefits (OPEB) in order to comply with GASB Statement No. 45. After review by the Finance Manager, Mary Sprung, it is recommended that we contract with Milliman, Inc. (see attached)

Respectfully submitted,

Mary Trentmann

City Clerk

Attachment

A motion to accept the OPEB Request for Proposals into the minutes was made by Councilmember Sullentrup, seconded by Councilmember Holtmeier, passed without dissent.

* Stormwater Management Fund – Lifestream Church Parking Lot Expansion

September 16, 2016

Honorable Mayor and City Council

405 Jefferson Street

Washington, MO 63090

RE: Storm Water Management Fund – Lifestream Church Parking Lot Expansion

Honorable Mayor and City Council:

The Planning and Engineering Services Department has received a request from Paul Sheperly for a cash payment to be made in lieu of construction for on-site storm water detention basin. According to section 490.035 of the City of Washington's Subdivision Regulations, the City Council will render all decisions concerning participation in the Storm Water Management Fund.

The in-lieu payment will serve the Lifestream Church located on Lewis & Clark Drive. The estimated amount to detain the differential runoff is \$1,100.00

The location of this development is located in the watershed of the Southwest branch of Busch Creek. There are no known stormwater issues downstream, and I recommend approval of this payment in lieu of construction.

Sincerely,

John Nilges, PE, CPESC, CFM

City Engineer

After a brief explanation, a motion to accept the Lifestream Church Parking Lot Expansion into the minutes was made by Councilmember Holtmeier, seconded by Councilmember Skornia, passed without dissent.

* Request for Addition of AVL Software and Hardware to Public Safety Computer Project

The AVL and mapping module will give the Police Department the ability to track patrol vehicles via GPS.

September 26, 2016

To: Council Members, City of Washington

Mayor Sandy Lucy

Mr. James Briggs, City Administrator

From: Chief Edward Menefee

RE: Request for Addition of Automated Vehicle Locator (AVL) Software and Hardware to Public Safety Computer Project (Mobile Data Terminals, ITI Software Changeover and Electronic Equipment Upgrade)

Council Members, Mayor and Mr. Briggs,

I would like to request to use additional funds from the Public Safety Computer Project to add what I believe to be an essential module to the ITI software. This request is for Automated Vehicle Locator (AVL) and mapping software.

The AVL and mapping module will give the police department the ability to track patrol vehicles via GPS. A monitor would be in Communications Division that has a City of Washington map, with all road ways, on it. It will show the location of all patrol vehicles on active duty.

This is a great tool to improve officer safety and more efficiently allocate resources. An example of officer safety would be if Communications radios a patrol vehicle and gets no response from the officer the AVL would have the location of the patrol vehicle displayed on the monitor. Other officers could then respond the patrol unit's location and check on the officer. Also, if Communications receives a call for service they can look on the monitor and see what patrol vehicle is closest to the call and dispatch that unit, rather than assigning a sector unit that may be further away from the call.

In addition to the AVL, the mapping software will allow the police department to combine geographic data with police report data and then display the information on a map. This is an effective way to analyze where, how and when crime occurs. It creates computerized pin point maps of whatever crime occurrences specified. It then provides a "Hot Spot Policing" zone for concentrating patrol and enforcement to combat and reduce crime in the "Hot Spot".

The Mobile Mapping software also allows for several administrative functions. It provides the total mileage a patrol car was driven from start to finish in a shift. It can provide a replay of the entire route a patrol car was driven during a shift; including speeds driven and length of times the unit was stationary. This could be useful in dealing with citizen complaints, reviewing officer performance or helping in fleet use and patrol studies.

The total cost to implement the AVL and mapping software is \$5,218; as list in the included quote document from ITI. The budgeted amount for the Public Safety Computer Project as approved by City Council is \$245,000. (The funding for the project comes from the ½ cent Capital Sales Tax.) Currently \$192,692.00 has been expensed for the project. Adding the \$5,218 requested for the AVL and mapping software would bring the project expense to \$197,910; leaving \$57,090 remaining in the project budget.

There will be a recurring annual maintenance cost for the AVL and mapping software of \$4,968 that goes in effect for the 2017/2018 budget. In comparison, the annual maintenance cost for the AS400 system would be \$11,344. Even with the addition \$4,698 the total annual ITI maintenance cost for the Public Safety Computer Project will be \$3,311 less.

The Department is set to go live with the new ITI system on October 3, 2016. With approval of the AVL and mapping software the Department would be able to add it to the ITI system in a couple weeks and begin using it.

I have attached the quote from ITI that itemizes the pricing for the AVL and mapping software, dispatch map connection and installation. I present this to you for your approval.

Thank you for your consideration,
Chief Ed Menefee

After a brief discussion, a motion to accept the request for addition of AVL Software and Hardware to the Public Safety Computer Project into the minutes was made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

* Fair Board Requests Recommendation

September 27, 2016

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

RE: Recommendation – Fair Board Requests
Honorable Mayor and City Council,

As discussed and presented at the Ad-Op Meeting of September 26, 2016, the Fair Board is requesting 1) That the “Midway Sign” located at the Fairgrounds be removed during non-fair events and replaced by a semi-permanent sign that would match the existing Fairgrounds archway entrance signs; and 2) Place a 60’ x 100’ asphalt/concrete pad in the location of Agriland to help with water drainage issues. Furthermore, the hard surface pad would be designed, built and maintained by the Fair Board to not only accommodate their needs, but to also accommodate the future use of basketball.

At the Parks and Recreation Commission meeting held on Wednesday, August 31, 2016, the Parks & Recreation Commission voted unanimously to support the request of the Fair Board and ask that the City Council consider the approval.

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,

Darren Dunkle, CPRP

Director of Parks and Recreation

After a brief discussion, a motion was made to accept the Fair Boards recommendation and to approve the concrete pad for Agriland into the minutes was made by Councilmember Brinker, seconded by Councilmember Patke, passed without dissent.

* GFOA Award of Financial Reporting Achievement

This is the eighth consecutive year that we have received the award.

A motion to accept the GFOA Award of Financial Reporting Achievement into the minutes was made by Councilmember Patke, seconded by Councilmember Brinker, passed without dissent.

ORDINANCES/RESOLUTIONS

Bill No. 16-11549, Ordinance No. 16-11570, an ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and Hochschild, Bloom & Company LLP to conduct the Annual Audit.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 16-11550, Ordinance No. 11571, an ordinance authorizing and directing the execution of a contract agreement between the City of Washington, Missouri and Hogan's Painting & Sandblasting, Van Buren, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

This ordinance is to assist in keeping out infiltration into our sanitary sewer system. After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Skornia-aye, Sullentrup-aye, Holtmeier-aye, Patke-aye, Brinker-aye. Mohesky-absent, Meyer-absent.

Bill No. 16-11551, Ordinance No. 16-11572, an ordinance authorizing and directing the execution of a contract agreement by and between the City of Washington, Missouri and Peckham Guyton Albers & Viets, Inc.

The ordinance was introduced by Councilmember Sullentrup.

This ordinance is for a contract with PGAV to conduct the qualifying study for the TIF area Downtown as well as the cost benefit analysis. With no further discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Skornia-aye, Sullentrup-aye, Holtmeier-aye, Patke-aye, Brinker-aye. Mohesky-absent, Meyer-absent.

Bill No. 16-11552, Ordinance No. 16-11573, an ordinance establishing the Salary of the Finance Manager.
The ordinance was introduced by Councilmember Sullentrup.

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

Bill No. 16-11553, Ordinance No. 16-11574, an ordinance establishing the Salary of the Emergency Preparedness Director.

The ordinance was introduced by Councilmember Hidritch.

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

Bill No. 16-11554, Ordinance No. 16-11575, an ordinance establishing the Salary of the City Clerk.
The ordinance was introduced by Councilmember Holtmeier.

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

Resolution No. 16-11576, a resolution supporting the Public Art Policy and Procedures for the City of Washington, Missouri.

A motion to accept and support the Resolution was made by Councilmember Holtmeier, seconded by Councilmember Sullentrup, passed without dissent.

COMMISSION, COMMITTEE AND BOARD REPORTS

Bill No. 16-11555, Ordinance No. 16-11577, an ordinance approving the Final Plat of North Park Addition, Plat II, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Sullentrup.

This ordinance is for a boundary adjustment. The ordinance was read a second time and approved on the following vote; Hidritch-aye, Skornia-aye, Sullentrup-aye, Holtmeier-aye, Patke-aye, Brinker-aye. Mothesky-absent, Meyer-absent.

MAYOR'S REPORT

- * Ordinance establishing salary for the Economic Development Director will be forthcoming.
- * Great week for the Police Officers with the vandalism that was going on over the weekend.
- * Follow-up to last year's Commerce and Conservation Workshop with a half-day workshop last week Wednesday at Jesuit Hall. Several communities have been working together to try to brand the region from Hermann all the way to the Confluence. The title is Missouri River Country, a logo has been established, and will be folded into Boonslick Regional Planning.
- * E-Collection on October 15.

CITY ADMINISTRATOR'S REPORT

- * Large trash pick-up third week in October.
- * Discussion on letter from Unerstall Construction.
- * Discussion on wrecker service blue tarp at Fifth Street and Old Hwy 100.
- * Discussion on Recycling Center hours.

ADJOURNMENT

With no further business to discuss, a motion to adjourn was made at 7:47 p.m. by Councilmember Holtmeier, seconded by Councilmember Patke passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
WEDNESDAY, OCTOBER 12, 2016**

INTRODUCTORY ITEMS:

A Special Meeting of the City of Washington, Missouri, City Council was held on Wednesday, October 12, 2016 at 5:00 p.m. in the Conference Room on the second floor of City Hall. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present
Council Members: Ward I	Steve Sullentrup	Present
	Walter Meyer	Absent
Ward II	Jeff Mohesky	Absent
	Mark Hidritch	Present
Ward III	Jeff Patke	Present
	Greg Skornia	Present
Ward IV	Josh Brinker	Present
	Joe Holtmeier	Present
Also Present:	City Administrator	James Briggs
	Assistant City Administrator/ Public Works Director	Brian Boehmer
	City Clerk	Mary Trentmann
	Police Captain	Jim Armstrong
	City Engineer	John Nilges
	Economic Development Director	Darren Lamb

Originals and/or copies of agenda items of the special 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 and Adjustment of Agenda:

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

ORDINANCES/RESOLUTIONS

Bill No. 16-11556, Ordinance No. 16-11578, an ordinance authorizing and directing the acceptance of the estimate and to proceed with completing the estimated work, submitted by KJ Unnerstall Construction Company, for repairing a sinkhole and replacing a pipe adjacent to Elbert Drive and amending the 2017 Budget, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

This ordinance is for the repair of the small sinkhole in the parking lot adjacent to Elbert Drive. Engineering has received three bids and is recommending to moving forward with KJ Unnerstall Construction Company to complete the work for \$55,250.00.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Meyer-aye, Skornia-aye, Sullentrup-aye, Holtmeier-aye, Mohesky-aye, Patke-aye, Brinker-aye.

ADJOURNMENT

With no further business to discuss, a motion to adjourn was made at 5:24 p.m. by Councilmember Patke, seconded by Councilmember Brinker passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

CITY OF
WASHINGTON
MISSOURI

October 17, 2016

Honorable Mayor and City Council:

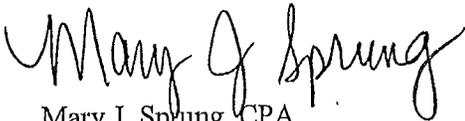
Re: Purchases of \$40,000 or more

I request your approval for payment of the following:

United Health Care	\$130,000.00	Estimated November Health Insurance premium
LAGERS	\$ 60,000.00	Estimated October wage benefits
Ameren UE	\$101,400.00	Estimated September energy usage
UMB Bank, NA. Trust	\$ 97,048.59	October debt service payment Sewer Revenue Bonds—2007B
Washington Volunteer Fire Company	\$100,000.00	Annual VAER payment

Invoices are attached for items other than payroll related, monthly utility, and monthly debt service payments.
Thank you for your consideration.

Respectfully submitted,



Mary J. Sprung, CPA
Finance Manager

WASHINGTON VOLUNTEER FIRE COMPANY

P. O. Box 529, Washington, MO 63090

INVOICE

To:

City of Washington
405 Jefferson Street
Washington, MO 63090

October 3, 2016

Please make check payable to:

Washington Volunteer Fire Company
P.O. Box 529
Washington, MO 63090

Annual VAER (Volunteer Appreciation Expense
Reimbursement) Allotment for 2015.....\$ 100,000.00

**CITY OF WASHINGTON
TREASURER'S REPORT SUMMARY
AUGUST 2016**

	Treasurer's Report				Adjusted Cash Position					
	CASH / INVEST 08/01/2016	RECEIPTS	DISBURSEMENTS	CASH / INVEST 08/31/2016	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH / INVEST UNRESTRICTED	LESS DEBT SERVICE RESERVE 2015-2016	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
CASH FUNDS:										
GENERAL FUND	1,765,905.78	680,194.97	(877,427.24)	1,568,673.51	(242,615.13)	0.00	1,326,058.38	0.00	(1,528,712.70)	(202,654.32)
LIBRARY	124,727.47	35,739.53	(39,516.85)	120,950.15	0.00	(105,757.01)	15,193.14	0.00	0.00	15,193.14
VOLUNTEER FIRE	1,278,517.78	665.79	(36,502.95)	1,242,680.62	0.00	(20,357.00)	1,222,323.62	0.00	0.00	1,222,323.62
VEHICLE & EQUIPMENT REPLACEMENT	1,271,718.24	4,662.25	(65,903.00)	1,210,477.49	0.00	0.00	1,210,477.49	0.00	0.00	1,210,477.49
STORM WATER IMPROVE.	3,393,500.66	40,632.74	(12,417.25)	3,421,716.15	0.00	0.00	3,421,716.15	0.00	0.00	3,421,716.15
CAPITAL IMPROVEMENT FUND	1,916,781.50	1,429,137.10	(11,094.47)	3,334,824.13	0.00	0.00	3,334,824.13	0.00	0.00	3,334,824.13
TRANSPORTATION SALES TAX	1,659,989.71	745,065.62	(15,283.46)	2,389,771.87	0.00	0.00	2,389,771.87	0.00	0.00	2,389,771.87
COP FUND	2,612,209.25	1,360.31	(1,291,803.75)	1,321,765.81	0.00	(2,063,338.39)	(741,572.58)	(2,822,763.00)	0.00	(3,564,335.58)
WASHINGTON DOWNTOWN TIF	410,356.30	4,461.40	(5,976.50)	408,841.20	0.00	0.00	408,841.20	0.00	0.00	408,841.20
WATER	1,663,642.59	183,856.96	(103,484.77)	1,744,014.78	0.00	(278,217.55)	1,465,797.23	(259,400.00)	(395,255.00)	811,142.23
SEWAGE TREATMENT	847,363.52	241,452.14	(186,044.04)	902,771.62	0.00	(113,116.98)	789,654.64	(1,576,468.76)	(571,529.75)	(1,358,343.87)
SOLID WASTE	3,416,967.50	232,540.16	(114,111.01)	3,535,396.65	0.00	(4,399,946.49)	(864,549.84)	0.00	(583,933.75)	(1,448,483.59)
PHOENIX CENTER II CID	3,237.52	34,112.69	(33,771.56)	3,578.65	0.00	0.00	3,578.65	0.00	0.00	3,578.65
RHINE RIVER TIF	1,272.35	0.29	0.00	1,272.64	0.00	0.00	1,272.64	0.00	0.00	1,272.64
Subtotal	20,366,190.17	3,633,881.95	(2,793,336.85)	21,206,735.27	(242,615.13)	(6,980,733.42)	13,983,386.72	(4,658,631.76)	(3,079,431.20)	6,245,323.76
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	20,366,190.17	3,633,881.95	(2,793,336.85)	21,206,735.27	(242,615.13)	(6,980,733.42)	13,983,386.72	(4,658,631.76)	(3,079,431.20)	6,245,323.76

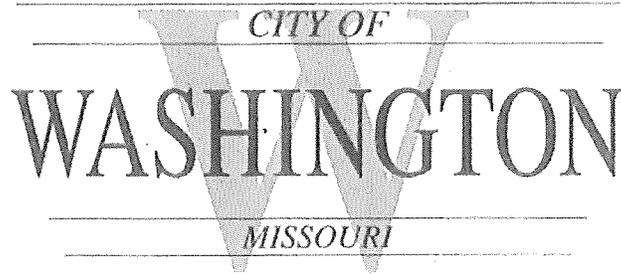
Mary J. Sprung

 MARY J. SPRUNG, FINANCE MANAGER/CITY TREASURER

James Briggs

 JAMES BRIGGS, CITY ADMINISTRATOR

① 15% = Fund Balance Reserved For General Operating Fund
 Resolution No. 11-10880
 25% = Fund Balance Reserved For Enterprise Fund
 (Water, Sewer and Solid Waste)



October 11, 2016

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: Liquor License Application

Dear Mayor and City Council:

Pennie & Thomas Kent are seeking a liquor license for their business, The Tilted Skillet located at 323 W. Fifth Street. All application paperwork has been completed and submitted. Therefore, I am asking the City Council to approve the issuance of this license. The complete application is available for review in my office.

Thank you,

A handwritten signature in cursive script, appearing to read 'Mary'.

Mary Trentmann
City Clerk

MKT:

Attachment

405 JEFFERSON STREET
WASHINGTON, MO 63090

CITY OF
WASHINGTON
MISSOURI

October 11, 2016

RE: Liquor License Application

Mrs. Mary Trentmann, City Clerk
City of Washington
405 Jefferson Street
Washington, MO 63090

Dear Mary,

The Tilted Skillet, a business that is located at 323 W Fifth St is seeking a liquor license. The applicant is Pennie & Thomas Kent. The application is for Daily sale of intoxicating liquor in excess of 5% by drink and original package at retail.

A note on their application is they are 500 feet from a church and school which is Immanuel Lutheran.

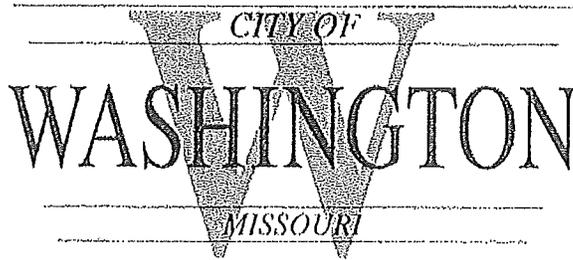
Payment has been made and all necessary paperwork has been turned into the City Collector's office. Mrs. & Mr. Kent have asked that this application go before the City council meeting on October 17, 2016.

Sincerely,

Stephanie Hellebusch

Stephanie Hellebusch, Clerk
City of Washington

405 JEFFERSON STREET
WASHINGTON, MO 63090



September 29, 2016

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

RE: Hydraulic Study - Final Pay Request

Dear Mayor and City Council Members:

Please accept this letter requesting a Final Payment to Donohue for the Hydraulic Study.

This final payment request is for a total of \$ 6,380.00. This payment will zero out and close the Purchase Order. Staff recommends the approval of this Final Payment Request.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Kevin Quaethem', is written over a faint, larger version of the same signature.

Kevin Quaethem
Public Works Superintendent

PUBLIC WORKS

Office Location: 4 Chamber Drive
Washington, MO 63090

Mailing Address: 405 Jefferson Street
Washington, MO 63090

WATER/WASTE WATER/STREET DEPARTMENTS (636)390-1030 Fax: (636)390-1038

INVOICE



1415 Elbridge Payne Rd., Suite 165
Chesterfield, MO 63017
Phone: 636-536-7042
www.donohue-associates.com

Invoice To:

City of Washington
Attn: Kevin Quaethem
405 Jefferson Street
Washington, MO 63090

Invoice Date:

July 29, 2016

Donohue Project No.:

12725

Invoice No:

12725-14 - Final

Project Manager:

Al Callier

Terms:

Net 30 Days

Billing Period:

06/19/16 - 07/23/16

Project Description:

Hydraulic Study

Your Authorization:

Engineering Services Agreement, Signed 07/01/14

Compensation:

Lump Sum

\$ 58,000.00

Billing Summary:

Current Charges

Percent Complete

100.0%

Fee Earned

\$ 58,000.00

Charges Previously Billed

\$ 51,620.00

Total

\$ 6,380.00

Current Charges Due

\$ 6,380.00

Please Remit to:

Donohue & Associates, Inc.
3311 Weeden Creek Road
Sheboygan, WI 53081
Phone: 920-208-0296
Fax: 920-208-0402

Aged Receivables

<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 days</u>	<u>>120 days</u>
\$6,380.00	\$1,450.00	\$3,770.00	\$0.00	\$0.00

CITY OF WASHINGTON, MISSOURI

Public Works - Water and Wastewater Departments
405 Jefferson Street - Washington, MO 63090
Phone (636) 390-1030 Fax (636) 390-1038

FINAL PAY REQUEST

NAME OF PROJECT: Hydraulic Study
OWNER: City of Washington, Missouri
CONTRACTOR: Donohue & Associates, Inc.

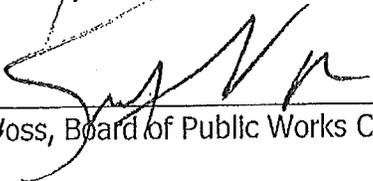
Staff recommends acceptance of the final pay request from Donohue & Associates, Inc. by the Board of Public Works

Description	Amount
Final Pay Request Amount	\$6,380.00

THE CONTRACT SUMMARY FOLLOWS:

Original Design Contract Price	\$58,000.00
Previous Pay Requests	<u>\$51,620.00</u>
	\$6,380.00
Final Pay Request	<u>\$6,380.00</u>
Balance of Contract	\$0.00

Approved by the Board of Public Works:


Kurt Voss, Board of Public Works Chairman

Date: 9-20-16

CITY OF
WASHINGTON
MISSOURI

October 12, 2016

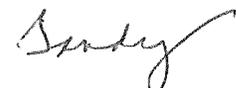
To The City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment:

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Greg Garrett Patrol Officer	Nov. 3, 2016	Nov. 3, 2017
Casey Hill Patrol Officer	Nov. 3, 2016	Nov. 3, 2017

Respectfully submitted,



Sandy Lucy
Mayor

MT:

405 JEFFERSON STREET
WASHINGTON, MO 63090



Washington Police Department

CHIEF EDWARD MENEFFEE
301 JEFFERSON STREET
WASHINGTON, MISSOURI 63090
(636) 390-1055 Fax: (636) 390-2455
emenefee@ci.washington.mo.us

DATE: October 12, 2016

TO: Mayor Sandy Lucy
City Council Members

SUBJECT: Reappointment of Police Officers

Honorable Mayor and Council Members,

I respectfully request the following police officers be reappointed with the Washington Police Department for a one year term:

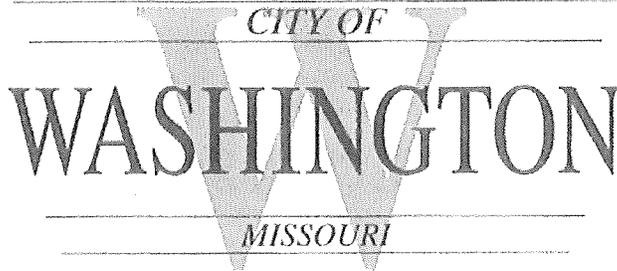
NAME	DATE EFFECTIVE	DATE EXPIRES
GREG GARRETT Police Officer	NOVEMBER 3, 2016	NOVEMBER 3, 2017
CASEY HILL Police Officer	NOVEMBER 3, 2016	NOVEMBER 3, 2017

Thank you for your consideration.

Respectfully,

Handwritten signature of Edward T. Menefee in cursive script.

Edward T. Menefee
Chief of Police



October 12, 2016

To The City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Washington Area Highway Transportation Committee:

Mark Wessels – term expiring July 2019

I herewith submit for your approval the following for appointment to the Washington Area Highway Transportation Committee:

Dan Cassette – term expiring July 2019 (bio attached)

Respectfully submitted,

A handwritten signature in cursive script that reads 'Sandy'.

Sandy Lucy
Mayor

MKT:

405 JEFFERSON STREET
WASHINGTON, MO 63090

F. DANIEL CASSETTE

OBJECTIVE

Actively participate on the Washington Park Board

SUMMARY OF QUALIFICATIONS

Lifelong resident of Washington, Mo. Owner of construction business for 25 years with expertise as an electrician. Knowledgeable regarding building, life and safety codes.

WORK OF EXPERIENCE

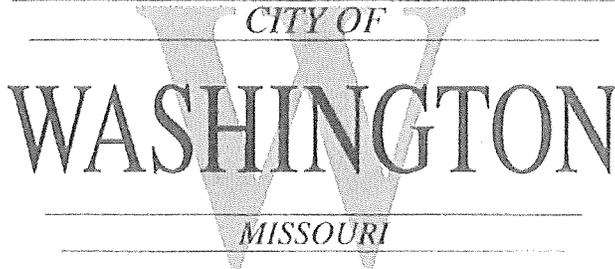
- 16 years at Roettering Appliance
- 25 years self employed Cassette Appliance and Electric

EDUCATION

- 1975-graduate of St. Francis Borgia High School
- Classes specializing in refrigeration and appliance repair

EXTRACURRICULAR ACTIVITIES

- Served as member of SFB Parish Council Board
- Volunteer for SFB Fall Festival-20 years
- Member of SFB RHS Blue and Gold Committee-11 years
- Served on Washington Town and Country Fair Board 13 years
- Chairman of the Washington Town and Country Fair-1992
- Volunteer Washington Town and Country Fair-Main Stage Manager-17 years-present
- Volunteer-provide lighting/wiring for Riverfront Park
- Volunteer-Downtown Washington Art/Wine Fest
- Member of Elks Lodge
- Member of the Washington Boat Club
- Member of the Hummingbird Club
- Provided installation of food court electrical wiring-SFB parking lot-2009
- Member of SFB RHS Athletic Association
- Coach Little League Football
- Washington Chamber Board Director-2011



October 10, 2016

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

RE: File No. 16-0904- Rezoning of 355 McLean Avenue, Apt. B

Dear Mayor & City Council Members:

At a regular meeting of the Planning & Zoning Commission, held on Monday, October 10, 2016, the Commission reviewed and approved the above request.

Sincerely,

A handwritten signature in cursive script that reads "Thomas R. Holdmeier".

Tom Holdmeier
Chairman
Planning & Zoning Commission

*PLANNING & ENGINEERING SERVICES
405 JEFFERSON STREET
WASHINGTON, MO 63090*

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 10, 2016

Re: File # 16-0904 – Ronald Glastetter – Rezoning

Synopsis: The applicant is requesting a rezoning of 355 Mclean Ave. from R-2 Overlay to R-1C Single Family Attached

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family Residence	R-20
South	Multi Family Residence	R-3
East	Single Family Residence	R-20
West	Two Family Residence	R-20

Analysis:

The applicant is wishing to rezone the subject property from R-2 Overlay to R-1C Single Family attached. The current structure has been occupied as a two family residence since it was constructed in 2003, however it was part of a condominium association putting two owners on one parcel. The owners are now requesting to rezone the property in order to subdivide into two separate parcels. Given that the surrounding property is a mix of single family, two family, and mutli-family, the R-1C zoning would not be out of character, even though none of the adjoining properties are zoned the same. The applicant had a variance approved to allow the non-conforming characteristics to remain and is also seeking a preliminary plat to subdivide the property.

Recommendation:

Staff recommends approval of the rezoning of 355 McLean Ave. from R-2 Overlay to R-1C Single Family Attached.

BILL NO. _____

INTRODUCED BY: _____

ORDINANCE NO. _____

AN ORDINANCE REZONING 355 MCLEAN AVENUE FROM R-2 OVERLAY TO R1-C SINGLE FAMILY ATTACHED ZONING DISTRICT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

WHEREAS, an application has been filed with the City of Washington to rezone 355 McLean Avenue from R-2 Overlay to R1-C Single Family Attached Zoning District

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a public hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, On Monday, October 17, 2016 notice of said hearing having been duly published in the "Washington Missourian", and:

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City:

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

SECTION 1: That 355 McLean Avenue is hereby removed from the R-2 Overlay to R-1C Single Family Attached Zoning District.

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

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

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

CITY OF
WASHINGTON
MISSOURI

October 10, 2016

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

**RE: File No. 16-0802- Jerome Weber-Voluntary annexation of 14.49 acres south of the
Malvern Hill Subdivision with a Zoning designation of R-1D,
Single Family Residence**

Dear Mayor & City Council Members:

At a regular meeting of the Planning & Zoning Commission, held on Monday,
October 10, 2016, the Commission reviewed and approved the above request.

Sincerely,



Tom Holdmeier
Chairman
Planning & Zoning Commission

PLANNING & ENGINEERING SERVICES
405 JEFFERSON STREET
WASHINGTON, MO 63090

CITY OF
WASHINGTON
MISSOURI

October 11, 2016

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

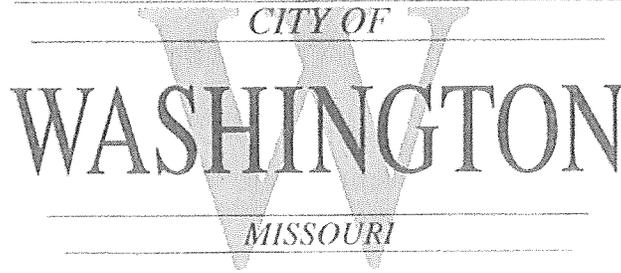
Dear Mayor & City Council Members,

At their October 10, 2016 meeting, the Planning and Zoning Commission voted to approve the request to rezone two parcels located at 1000 Duncan Heights Drive from R1A to C-4 Planned Commercial. At the same meeting, the Commission voted to postpone the proposed development plan for the Duncan property to the November 14th, 2016 meeting.

Sincerely,



Sal Maniaci
City Planner



October 10, 2016

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: File No. 16-0801-(a) Daryl L. Duncan. Applicant is seeking to rezone 1000 Duncan Heights Drive from R1-A, Single Family Residence to C-4, Planned Commercial District.

Dear Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission, held on October 10, 2016 the Commission reviewed and approved the above request with the following contingencies subject to the contingencies listed in the staff report.

Sincerely,

A handwritten signature in cursive script that reads "Thomas R. Holdmeier".

Tom Holdmeier
Chairman
Planning & Zoning Commission

PLANNING & ENGINEERING SERVICES
405 JEFFERSON STREET
WASHINGTON, MO 63090

(636)-390-1010 Phone (636)-239-4649 Fax www.ci.washington.mo.us

To: Planning and Zoning Commission
 From: Planning and Engineering Department
 Date: September 12, 2016
 Re: File # 16-0801–Duncan Property

Synopsis: The applicant is requesting approval of a rezoning of 2 parcels from R-1A Single Family Residential to C-4 Planned Commercial and approval of a Development Plan for the Duncan Property.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Vacant Property, Single Family Home	C-4 and R-1A
South	Peace Lutheran Church	R-1A
East	Single Family Home	R-1A
West	Commercial Property and Washington School District	C-2 and R-1A

Analysis:

Zoning

The applicant is requesting approval of a rezoning from R-1A Single Family Residential to C-4 Planned Commercial. The C-4 zone district allows for general commercial uses typically permitted in a C-2 zone district, however, requires a development plan approved by City Council prior to any use occupying the site. The applicant has not specified what uses will utilize the site; however, they have stated that a gas station will be specifically prohibited. The property is located along Duncan Avenue just southeast of the Duncan Avenue and Highway 47 intersection. The property is mainly fronted along the Highway 47 commercial corridor, since there is not any developable land on the west side of Duncan Avenue. The future land use map set forth as part of the Comprehensive Plan designates this property as commercial as it develops and in 2015, the adjoining property to the north was approved for C-4 zoning; however it has not been developed.

Given its proximity to the highway, the neighboring commercial zoning, and its topographical layout, the subject property would be suitable for a commercial development. If appropriate measures are taken during the implementation of the development plan, staff believes that

approving this rezoning from a residential to a commercial designation would not significantly impact the surrounding properties.

Development Plan

The applicant has submitted a development plan for approval that displays a 32,300 square foot commercial structure. The only proposed point of ingress and egress is shown off of Duncan Avenue with a 35 ft. wide driveway. The plan also shows a possible future access to the Wilson property to the north that went through a C-4 zoning in 2015. The plan shows a parking lot with approximately 140 parking spaces and demonstrates adequate landscaping requirements for the parking area. The number of parking spaces proposed is based on the 3 primary uses that could possibly occupy the building; business office, general retail, and furniture/appliance sales/ wholesales. Staff recommends approving this parking plan as long as the final product provides 1 parking space per every 250 square ft. of retail space (aprx. 137 spaces)

The plan also proposes a buffer area between the development and the neighboring properties zoned residentially. The plan shows a six foot sight proof fence along the church property, and then proposes a 25 foot landscape buffer along the remaining adjoining properties. The proposed buffer and landscape plan does meet the requirements set forth in Section 460.050 however; staff does recommend that some additional screening be implemented to lessen any possible nuisance to the neighboring properties. Staff is recommending that the 6 foot sight-proof fence be extended around the perimeter of the development that adjoins residential property and that landscaping is placed according to the proposed plan on the outside of the fence.

Some of remaining development plan notes are as follows: The proposed development plan will meet all stormwater needs and all designs will be submitted for approval by the City Engineer. A preliminary plat combining the parcels and designating the Duncan Avenue right-of-way will need to be submitted and approved by City Council. A boundary survey will be required and the proposed building materials must be either split face masonry, vinyl, or a combination thereof.

Recommendation:

Given the above analysis, staff believes that the proposed rezoning from R-1A to C-4 Planned Commercial and a development plan approval for the Duncan Property are suitable for the subject property and would not significantly detriment the surrounding area given the following conditions of approval are imposed:

1. Onsite storm sewer system including detention must be provided as per city code and approved by the City Engineer
2. The property may not be used a gas station, an auto or equipment repair facility, or a retail lumber store.
3. Fire hydrant locations must meet the International Fire Code and approved during site review.
4. The dumpster location and screening must be approved during site review.

5. The parking requirements must meet the revised City of Washington Development Code of 1 parking space per 250 square feet of retail space.
6. The turning radius of any turn along the fire lane must be at least 30 ft.
7. The landscape buffer must be at least 25 feet in depth where adjoining residential uses.
8. The proposed 6 foot sight-proof fence must extend around the rear of the development along any adjoining property that is used residentially.
9. A boundary survey as well as a topographical survey must be completed as part of site plan approval.
10. The right-of-way for Duncan Avenue must be recorded prior to a building permit being issued.
11. A final plat must be approved combining the two effected parcels demonstrating the appropriate easements for public utilities.
12. The portion of land west of Duncan Ave. where signage is proposed must be part of the subject property. If dedicated to MODOT or the City of Washington, signage will not be permitted.
13. The development must be substantially completed within 2 years of the approval of the ordinance. A one year extension may be granted by Council if requested within 30 days of the expiration date.

BILL No. _____

INTRODUCED BY: _____

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT WITH SCS ENGINEERS FOR THE SEMI-ANNUAL GROUNDWATER MONITORING PROGRAM AT THE WASHINGTON SANITARY LANDFILL IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

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

SECTION 1: The City of Washington, Missouri, is hereby authorized and directed to execute an Agreement by and between the City of Washington, Missouri and SCS Engineers, for Professional Engineering Services associated with the Groundwater Monitoring Program at the Washington Sanitary Landfill. A copy of the agreement is attached and is marked as "Exhibit A".

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

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: _____

City Clerk

President of the City Council

APPROVED: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

SCS ENGINEERS

July 15, 2016
File No. 270575216

Ms. Andrea Lueken
City Engineer
City of Washington
405 Jefferson Street
Washington, Missouri 63090

Subject: Proposal for Professional Engineering Services
Semiannual Groundwater Monitoring and Reporting
City of Washington Sanitary Landfill–Washington, Missouri
Missouri Solid Waste Permit No. 0107116

Dear Ms. Lueken:

SCS Engineers (SCS) appreciates the opportunity to provide this proposal to the City of Washington, Missouri (City) to perform semiannual groundwater monitoring and reporting services at the City of Washington Sanitary Landfill (Landfill) located in Washington, Missouri. SCS understands that the following services are to be conducted at the Landfill:

- Semiannual groundwater monitoring and sampling; and
- Semiannual statistical analysis and reporting.

SCS understands that this proposal represents the groundwater monitoring and reporting events to be conducted at the Landfill for the second semiannual 2016 sampling event in November 2016 and the first semiannual 2017 sampling event in May 2017. Our proposed scope of services is outlined below.

SCOPE OF SERVICES

Semiannual Groundwater Monitoring and Sampling

SCS will complete the field activities associated with the semiannual monitoring and sampling of the eight groundwater monitoring wells and the monitoring of six piezometers at the Landfill in accordance with the approved sampling and analysis plan. The following groundwater monitoring wells and piezometers are currently part of the routine monitoring program at the Landfill:

Table 1. Piezometers

Site ID	Water Level Measured?	Sample Collected?
GMW-3	Yes	No
P-1	Yes	No
P-3	Yes	No
P-5	Yes	No
P-7	Yes	No
P-9	Yes	No

Table 2. Monitoring Wells

MDNR ID	Site ID	Water Level Measured?	Sample Collected?
1605	GMW-1B	Yes	Yes
1603	GMW-2B	Yes	Yes
1606	GMW-4B	Yes	Yes
A184412	GMW-4C	Yes	Yes
1601	GMW-5	Yes	Yes
1602	GMW-6	Yes	Yes
1607	P-6	Yes	Yes
1604	P-10	Yes	Yes

Prior to the initiation of the groundwater sampling activities, the static groundwater levels in each monitoring well and piezometer will be recorded using an electronic water level probe. Field activities will be documented on field data sheets in accordance with the approved sampling and analysis plan. A copy of the field data form is attached.

SCS will purge and sample the eight groundwater monitoring wells at the Landfill using the dedicated bladder pumps located in each of the groundwater monitoring wells. Field measurements of pH, specific conductance, temperature, dissolved oxygen and turbidity will be collected using a multi-parameter water quality meter and recorded on the field data sheets. The groundwater samples will be collected, when a minimum of three monitoring well volumes have been evacuated from the monitoring wells or the field measurements have stabilized within 10 percent over a series of three readings.

SCS anticipates the groundwater monitoring event can be completed during a one day sampling event. SCS will collect samples from each monitoring well for analysis of the constituents listed in the attached **Table 3**, as listed in the approved sampling and analysis plan. A duplicate sample will be collected from one monitoring well at random during each semiannual groundwater monitoring event. The groundwater samples and duplicate samples collected

during each monitoring event will be packed on ice and delivered to a certified environmental laboratory in accordance with standard chain-of-custody procedures.

The groundwater field activities will be summarized on field data forms. The completed forms will be included in the report.

Statistical Analysis and Groundwater Monitoring Report

The groundwater monitoring data will be evaluated in accordance with the appropriate guidelines established by the United States Environmental Protection Agency (USEPA) and the approved sampling and analysis plan. The groundwater analytical data and field activities for the monitoring event will be summarized in a groundwater monitoring report. The report will include the statistical analysis of the laboratory data using statistical analysis software, preparation of a potentiometric surface map including the groundwater flow direction, and the summary and conclusions associated with the groundwater monitoring event. The groundwater monitoring report will be submitted to the MDNR on your behalf.

RESPONSIBILITY OF THE CITY OF WASHINGTON

It is our understanding that the City will provide SCS with all available information pertinent to the assignment, including previous designs, reports, and data including the most recent electronic data files of historical groundwater information at the Landfill. SCS shall rely on information made available by the City as accurate without independent verification.

ESTIMATED PROJECT FEE

SCS will complete the scope of work described herein on a time and materials basis for the not to exceed annual fee of \$21,500 in accordance with our attached fee schedule. We have based our estimated costs on the following assumptions:

- SCS will retain a certified environmental laboratory to complete the required environmental sample analytical services.
- The groundwater sampling and analysis costs include one duplicate sample and one trip blank per sampling event.
- We assume the City will provide and maintain clear access to the groundwater monitoring well and piezometer locations for SCS to complete sampling at the Landfill during a one day sampling event.

ACCEPTANCE OF WORK

SCS has attached for your review our Terms and Conditions for completing the scope of services. If you are in agreement with the above scope, fees, and terms and conditions, please

Ms. Andrea Lueken
July 15, 2016
Page 4

sign and date the last page of the Terms and Conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

SCS appreciates the opportunity to be of continued service to the City. We look forward to discussing any questions or comments you may have concerning this submittal. Please contact the undersigned at (618) 628-2001 with any questions or comments. Thank you for your consideration.

Sincerely,



Randy Homburg
Staff Professional/Geologist
SCS ENGINEERS



Floyd Cotter, P.E.
Vice President
SCS ENGINEERS



Zachary Brammeier, E.I.T.
Project Engineer
SCS ENGINEERS

Attachments

Terms and Conditions
Fee Schedule
Table 3 - Semiannual Sampling Analytical Perimeters
Example Field Data Form

SCS ENGINEERS
TERMS AND CONDITIONS
FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.

- 11. UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
- 12. CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
- 13. DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.
- Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.
- 14. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
- 15. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
- 16. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means,

methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

- 17. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
- 18. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
- 19. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
- 20. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.
- 21. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 22. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers

City of Washington

By _____
Signature

By _____
Signature

Typed Name

Typed Name

Title

Title

Date of Signature

Date of Signature

2016 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$210
Senior Project Director	\$185
Project Director	\$170
Project Advisor	\$160
Senior Project Manager	\$150
Project Manager	\$135
Senior Project Professional	\$125
Project Professional	\$110
Staff Professional	\$95
Associate Professional	\$85
Designer	\$75
CADD/Graphics	\$65
Senior Technician	\$75
Technician	\$60
Project Administrator	\$75
Administrative Assistant	\$55

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2016. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV).....	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment.....	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon)	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2016 and are subject to revision thereafter.

TABLE 3 – SEMIANNUAL SAMPLING ANALYTICAL PERIMETERS

**TABLE 3. SEMIANNUAL SAMPLING ANALYTICAL PARAMETERS
WASHINGTON SANITARY LANDFILL**

Analytical Parameters	Analytical Method
MDNR Indicator Parameters	
Chemical Oxygen Demand (COD)	EPA 410.4
Chloride	EPA 300.0
Total Dissolved Solids (TDS)	EPA 160.1
Specific Conductance (Conductivity)	EPA 120.1
pH	SW-846/9040C
Iron	SW-846/6010B
Missouri Appendix I - Inorganic Constituents	
Antimony	SW-846/6010B
Arsenic	SW-846/6010B
Barium	SW-846/6010B
Beryllium	SW-846/6010B
Boron	SW-846/6010B
Cadmium	SW-846/6010B
Calcium	SW-846/6010B
Chromium	SW-846/6010B
Cobalt	SW-846/6010B
Copper	SW-846/6010B
Lead	SW-846/6010B
Magnesium	SW-846/6010B
Managanese	SW-846/6010B
Mercury	SW-846/6020A
Nickel	SW-846/6010B
Selenium	SW-846/6020A
Silver	SW-846/6020A
Sodium	SW-846/6010B
Thallium	SW-846/6010B
Vanadium	SW-846/6010B
Zinc	SW-846/6010B
Ammonia	EPA 350.3
Fluoride	EPA 300.0
Hardness	EPA 130.2
Nitrate/Nirite	EPA 353.2
Phosphorus	EPA 365.2
Sulfate	EPA 300.0
Total Organic Carbon (TOC)	EPA 415.2

**TABLE 3. SEMIANNUAL SAMPLING ANALYTICAL PARAMETERS
WASHINGTON SANITARY LANDFILL**

Analytical Parameters	Analytical Method
Missouri Appendix I - Organic Constituents	
Acetone	SW-846/8260B
Acrylonitrile	SW-846/8260B
Benzene	SW-846/8260B
Bromochloromethane	SW-846/8260B
Bromodichloromethane	SW-846/8260B
Bromoform	SW-846/8260B
Carbon disulfide	SW-846/8260B
Carbon tetrachloride	SW-846/8260B
Chlorobenzene	SW-846/8260B
Chloroethane	SW-846/8260B
Chloroform	SW-846/8260B
Dibromochloromethane	SW-846/8260B
1,2-Dibromo-3-chloropropane	SW-846/8260B
1,2-Dibromoethane	SW-846/8260B
1,2-Dichlorobenzene (o-Dichlorobenzene)	SW-846/8260B
1,4-Dichlorobenzene (p-Dichlorobenzene)	SW-846/8260B
trans-1,2-Dichloro-2-butene	SW-846/8260B
1,1-Dichloroethane	SW-846/8260B
1,2-Dichloroethane	SW-846/8260B
1,1-Dichloroethene (1,1-Dichloroethylene)	SW-846/8260B
cis-1,2-Dichloroethene (cis-1,2-Dichloroethylene)	SW-846/8260B
trans-1,2-Dichloroethene (trans-1,2-Dichloroethylene)	SW-846/8260B
1,2-Dichloropropane	SW-846/8260B
cis-1,3-Dichloropropene	SW-846/8260B
trans-1,3-Dichloropropene	SW-846/8260B
Ethylbenzene	SW-846/8260B
2-Hexanone (MBK)	SW-846/8260B
Bromomethane (Methyl Bromide)	SW-846/8260B
Chloromethane (Methyl Chloride)	SW-846/8260B
Dibromomethane (Methylene Bromide)	SW-846/8260B
Dichloromethane (Methylene Chloride)	SW-846/8260B
2-Butanone (Methyl Ethyl Ketone)	SW-846/8260B
Methyl Iodide	SW-846/8260B
4-Methyl-2-pentanone (MIBK)	SW-846/8260B
Styrene	SW-846/8260B
1,1,1,2-Tetrachloroethane	SW-846/8260B
1,1,2,2-Tetrachloroethane	SW-846/8260B
Tetrachloroethene (Tetrachloroethylene)	SW-846/8260B
Toluene	SW-846/8260B
1,1,1-Trichloroethane	SW-846/8260B
1,1,2-Trichloroethane	SW-846/8260B
Trichloroethene (Trichloroethylene)	SW-846/8260B
Trichlorofluoromethane	SW-846/8260B
1,2,3-Trichloropropane	SW-846/8260B
Vinyl Acetate	SW-846/8260B
Vinyl Chloride	SW-846/8260B
Xylenes	SW-846/8260B

EXAMPLE FIELD DATA FORM

Field Data Sheet

Project Name: _____
 Project Location: _____
 Project Number: _____

Monitoring Point: _____
 Date (s): _____

Field Team Members

Name: _____ Affiliation: _____
 Name: _____ Affiliation: _____

Weather Conditions

Temp: _____ °F Wind Direction: N S E W (circle two if needed)
 Precipitation: None Light Heavy Sky: Cloudy Sunny Partly

Well Observations

Well Pad _____
 Casing _____
 Protective Casing _____
 Reference Mark/Identification _____

	Locks	
	Yes	No
Protective Casing		
Well		

Groundwater Level Measurements

Date/Time Measured: _____ Static Water Level: _____ feet below TOC
 Total Depth: _____ feet below TOC

Purging Activities

Purged By: _____ Purge Date: _____
 Purge Method: Bailer Dedicated Pump Non-Dedicated Pump (circle one)
 Well Diameter: 1-inch 2-inch 3-inch 4-inch Other _____ (circle one)
 Purge Volume Calculation: _____ Total Purge Volume: _____ gallons
 Initial Parameter Readings: _____ pH _____ Spec. Cond. _____ Temp
 Physical appearance of purge water: _____

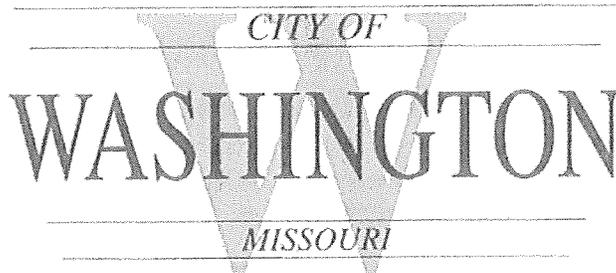
Purge Time	Cumulative Purge Vol. (gallons)	Purge Rate (ml/m)	pH	Specific Conductivity (µS)	Temp (°C)	Other	Other

Sampling Activities

Sampled By: _____ Sample Date/Time: _____
 Sample Method: Bailer Dedicated Pump Non-Dedicated Pump (circle one)
 Sample Parameters: _____ pH _____ Spec. Cond. _____ Temp
 Water Level: _____ feet below TOC

Observations/Comments: (i.e., equipment malfunctions, contamination sources, sampling difficulties; duplicate sample)

Form Completed By: _____ Date: _____



October 11, 2016

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

RE: Semi-Annual Groundwater Monitoring Contract for the Washington Sanitary Landfill

Dear Mayor and City Council Members:

Find enclosed, for your consideration, an ordinance that will allow the City to enter into a contract with SCS Engineers for Groundwater Monitoring Services. The contract will provide these services for November 2016 and May 2017.

The proposal is for a time and material fee, with a maximum of \$21,500.00. MDNR requires that every two years the background groundwater data be updated and that cost is included in this proposal.

Burns & McDonnell has previously conducted groundwater monitoring activities for the landfill and provided a proposal for \$34,900.00. The previous contract with Burns and McDonnell was a total of \$34,297.27. SCS Engineers' fee of \$21,500.00 is greatly reduced from past contracts and approval is recommended.

Respectfully submitted,

A handwritten signature in cursive script that reads "Andrea F. Lueken".

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

cc: John Nilges

PLANNING & ENGINEERING SERVICES
405 JEFFERSON STREET
WASHINGTON, MO 63090

BILL NO. _____

INTRODUCED BY: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON TO ENTER INTO A SALES CONTRACT WITH SYDENSTRICKER IMPLEMENT COMPANY FOR THE PURCHASE OF A 2017 CAB TRACTOR AND A 2017 10' PULL-TYPE CENTER DRIVE ROTARY CUTTER

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

SECTION 1: The City of Washington, Missouri is hereby authorized and directed to enter into a Sales Contract with SYDENSTRICKER IMPLEMENT COMPANY for the purchase of a 2017 Cab Tractor (bid price) and a 2017 10' Pull-Type Center Drive Rotary Cutter (state contract price). A copy of which sales contract is attached and marked as Exhibit "A" and incorporated herein by reference.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute said Sales Contract and to do all things necessary by the terms of said Sales Contract.

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: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri



October 6, 2016

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

Re: Authorization to Purchase a 2017 Cab Tractor & 10' Rotary Cutter

The Street Department sent out specifications for bid on a 2017 Cab Tractor, which was budgeted for \$50,000 and a 2017 10' Pull-Type Center Drive Rotary Cutter, budgeted for \$14,000. We only received one bid from Sydenstricker Implement Co:

Sydenstricker Implement Co
(Burt Schweissguth)
PO Box 27
Dutzow, MO 63342

Tractor	\$ 59,143.14	(Bid Price)
Rotary Cutter	\$ 9,250.00	(Bid Price)
Rotary Cutter	\$ 8,586.27	(State Contract Price)

The Tractor is at the bid price but on the Rotary Cutter I am recommending we go with the state contract price instead of the bid price as it is cheaper.

Total Bid Tractor w/Rotary Cutter \$ 67,729.41

After reviewing the bids I am recommending that the City of Washington purchase the Tractor & Rotary Cutter (state contract price) from Sydenstricker Implement Co., even though it is \$3,729.41 higher than the budgeted amount. We are also selling off two older/smaller tractors and a rotary cutter from the current fleet, and will no longer need the rental tractor and cutter. This bid is on a State Contract so if we go with Sydenstricker we need to order it before it expires on October 28, 2016. Thank you for your consideration regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Bonastia', is written over a light blue horizontal line.

Tony Bonastia
Street Superintendent

PLG

STREET DEPARTMENT

Office Location: #4 Chamber Drive
Washington, MO 63090-2607

Mailing Address: 405 JEFFERSON STREET
WASHINGTON, MO 63090-2607

Phone (636) 390-1032 * Fax (636) 390-1038

6b

SALES CONTRACT

EXHIBIT "A"

This Sales Contract made and entered into this _____ day of _____, 2016 by and between SYDENSTRICKER IMPLEMENT COMPANY, DUTZOW, MO hereinafter referred to as "Seller"; and the City of Washington, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best bid received for the PURCHASE OF A 2017 CAB TRACTOR & 10' PULL-TYPE CENTER DRIVE ROTARY CUTTER (state contract price) for the Street Department of the City of Washington, Missouri.

NOW, THEREFORE, the parties hereto agree as follows:

1. Seller agrees to provide to the City of Washington Street Department a 2017 CAB TRACTOR for payment in the sum of FIFTY NINE THOUSAND ONE HUNDRED FORTY THREE DOLLARS AND FOURTEEN CENTS (\$59,143.14). Seller agrees to provide to the City of Washington Street Department a 2017 10' PULL-TYPE CENTER DRIVE ROTARY CUTTER for payment in the sum of EIGHT THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS AND TWENTY SEVEN CENTS (\$8,586.27). FOR A TOTAL SUM FOR BOTH THE TRACTOR & ROTARY CUTTER for payment in the sum of SIXTY SEVEN THOUSAND SEVEN HUNDRED TWENTY NINE AND FORTY ONE CENTS (\$67,729.41)

2. The contract documents shall consist of the following:

- A. This contract
- B. Notice to Vendors
- C. General Conditions
- D. Signed Copy of Bid
- E. Special Provisions
- F. Specifications

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

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

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

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

SELLER:

CITY:
CITY OF WASHINGTON, MISSOURI

By: _____

By: _____
Sandy Lucy
Mayor of Washington, MO

Mary Trentmann
City Clerk



JOHN DEERE

Quote Summary

Prepared For:
City Of Washington
MO

Prepared By:
Burt Schweissguth
Sydenstricker Implement Co.
14400 State Hwy Tt
Dutzow, MO 63342
Phone: 636-433-2256
bschweissguth@sydenstrickers.com

Quote Id: 14046084
Created On: 16 September 2016
Last Modified On: 30 September 2016
Expiration Date: 18 November 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp)	\$ 78,784.26	\$ 59,143.14 X	1 =	\$ 59,143.14
Equipment Total				\$ 59,143.14

Quote Summary

Equipment Total	\$ 59,143.14
Insurance	\$ 0.00
Processing Fee	\$ 0.00
SubTotal	\$ 59,143.14
Total	\$ 59,143.14
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 59,143.14

Salesperson : X

Burt Schweissguth

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 14046084

JOHN DEERE 6105E Cab Tractor (87 PTO hp)				
Hours:				Suggested List
Stock Number:				\$ 78,784.26
				Selling Price
				\$ 59,143.14
Code	Description	Qty	Unit	Extended
332SP	6105E Cab Tractor (89 PTO hp)	1	\$ 72,964.00	\$ 72,964.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	\$ 0.00
0500	No package	1	\$ 0.00	\$ 0.00
1383	12F/12R PowrReverser Transmission (19 mph/30 kmh) - MFWD Axle	1	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	\$ 0.00
2130	Air Suspension Seat (MSG 95)	1	\$ 843.00	\$ 843.00
3340	Triple Deluxe SCV with ISO Breakaway Couplers	1	\$ 365.00	\$ 365.00
4015	Standard Hitch	1	\$ 0.00	\$ 0.00
4120	Two Telescopic Draft Links	1	\$ 0.00	\$ 0.00
4315	Standard Drawbar	1	\$ 0.00	\$ 0.00
4421	Sway Bars	1	\$ 0.00	\$ 0.00
5234	460/85R38 In. 8PR R1W Radial	1	\$ 726.00	\$ 726.00
6220	380/85R24 In. 8PR R1W Radial	1	\$ 148.00	\$ 148.00
8002	Tool Box	1	\$ 48.00	\$ 48.00
8726	Rotating Warning Light (Beacon Light)	1	\$ 215.00	\$ 215.00
8995	Front Weight Support Bracket	1	\$ 268.00	\$ 268.00
Standard Options Total				\$ 2,613.00
Dealer Attachments				
LVB25720	Auxiliary Work Light Kit (2 Lights)	1	\$ 151.80	\$ 151.80
BSJ10026	Backup Alarm Kit	1	\$ 77.00	\$ 77.00
LVB25727	PowrReverser Modulation Control Kit	1	\$ 150.70	\$ 150.70
SJ10170	Antenna	1	\$ 29.96	\$ 29.96
RE321102	Radio, Deere/Delco AM/FM Stereo with Clock, Front Audio Input Jack for MP3 Players, and Weatherband	1	\$ 477.40	\$ 477.40
BLV10173	Wiper/Washer, Rear	1	\$ 345.40	\$ 345.40
Dealer Attachments Total				\$ 1,232.26
Other Charges				
	Freight	1	\$ 175.00	\$ 175.00
	Setup	1	\$ 1,800.00	\$ 1,800.00
Other Charges Total				\$ 1,975.00



JOHN DEERE

Selling Equipment

Quote Id: 14046084

Suggested Price		\$ 78,784.26
	Customer Discounts	
Customer Discounts Total	\$ -19,641.12	\$ -19,641.12
Total Selling Price		\$ 59,143.14



JOHN DEERE

Quote Summary

Prepared For:
City Of Washington
MO

Prepared By:
Burt Schweissguth
Sydenstricker Implement Co.
14400 State Hwy Tt
Dutzow, MO 63342
Phone: 636-433-2256
bschweissguth@sydenstrickers.com

Quote Id: 14096589
Created On: 26 September 2016
Last Modified On: 30 September 2016
Expiration Date: 18 November 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE HX10 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO	\$ 12,411.65	\$ 9,250.00 X	1 =	\$ 9,250.00
Equipment Total				\$ 9,250.00

Quote Summary	
Equipment Total	\$ 9,250.00
Insurance	\$ 0.00
Processing Fee	\$ 0.00
SubTotal	\$ 9,250.00
Total	\$ 9,250.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 9,250.00

Salesperson:

Accepted By : X _____



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Implement Co.
14400 State Hwy Tt
Dutzow, MO 63342
636-433-2256
dutzow@sydenstrickers.com

Quote Summary

Prepared For:

City Of Washington
405 Jefferson St
Washington, MO 63090
Business: 636-390-1034

Delivering Dealer:

Sydenstricker Implement Co.
Burt Schweissguth
14400 State Hwy Tt
Dutzow, MO 63342
Phone: 636-433-2256
bschweissguth@sydenstrickers.com

This proposal is using the MO Oklahoma Piggyback State Contract AG SW196. If accepted it results in a direct sale from John Deere Company to the City of Washington. As such, it is subject to approval and acceptance by John Deere Company. Sydenstricker Implement Co. (Dutzow store) will be the delivering and servicing dealer.

Quote ID: 14123298
Created On: 30 September 2016
Last Modified On: 03 October 2016
Expiration Date: 28 October 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE HX10 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO Contract: MO OK Piggyback AG SW196 (PG 8R) Price Effective Date: September 30, 2016	\$ 11,151.00	\$ 8,586.27 X	1 =	\$ 8,586.27
Equipment Total				\$ 8,586.27

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 8,586.27
Trade In	
SubTotal	\$ 8,586.27
Total	\$ 8,586.27
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,586.27

Salesperson: X

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 14096589

JOHN DEERE HX10 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO				
Hours:				Suggested List
Stock Number:				\$ 12,411.65
				Selling Price
				\$ 9,250.00
Code	Description	Qty	Unit	Extended
221BP	HX10 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO	1	\$ 10,451.00	\$ 10,451.00
Standard Options - Per Unit				
1210	Two 533.4 mm (21 in.) by 133.35 mm (5.25 in.) by 228.6 mm (9 in.) Puncture Proof Laminated Tires	1	\$ 0.00	\$ 0.00
9010	MX8, MX10, HX10, HX14 Third or Fourth Pull-Type Wheel Support and Hub	2	\$ 227.00	\$ 454.00
9030	533.4 mm (21 in.) by 133.35 mm (5.25 in.) by 228.6 mm (9 in.) Laminated Tire and Wheel	2	\$ 123.00	\$ 246.00
Standard Options Total				\$ 700.00
Other Charges				
	Freight	1	\$ 285.65	\$ 285.65
	Setup	1	\$ 975.00	\$ 975.00
Other Charges Total				\$ 1,260.65
Suggested Price				\$ 12,411.65
Customer Discounts				
Customer Discounts Total			\$ -3,161.65	\$ -3,161.65
Total Selling Price				\$ 9,250.00



JOHN DEERE

Selling Equipment

Quote Id: 14123298 Customer Name: CITY OF WASHINGTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Sydenstricker Implement Co.
14400 State Hwy Tt
Dutzow, MO 63342
636-433-2256
dutzow@sydenstrickers.com

JOHN DEERE HX10 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO							
Contract: MO OK Piggyback AG SW196 (PG 8R)							Suggested List *
Price Effective Date: September 30, 2016							\$ 11,151.00
							Selling Price *
							\$ 8,586.27
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
221BP	HX10 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO	1	\$ 10,451.00	23.00	\$ 2,403.73	\$ 8,047.27	\$ 8,047.27
Standard Options - Per Unit							
1210	Two 533.4 mm (21 in.) by 133.35 mm (5.25 in.) by 228.6 mm (9 in.) Puncture Proof Laminated Tires	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
9010	MX8, MX10, HX10, HX14 Third or Fourth Pull-Type Wheel Support and Hub	2	\$ 227.00	23.00	\$ 52.21	\$ 174.79	\$ 349.58
9030	533.4 mm (21 in.) by 133.35 mm (5.25 in.) by 228.6 mm (9 in.) Laminated Tire and Wheel	2	\$ 123.00	23.00	\$ 28.29	\$ 94.71	\$ 189.42
Standard Options Total			\$ 350.00		\$ 80.50	\$ 269.50	\$ 539.00
Suggested Price							\$ 8,586.27
Total Selling Price			\$ 10,801.00		\$ 2,484.23	\$ 8,316.77	\$ 8,586.27

BILL NO. _____ INTRODUCED BY COUNCILMAN _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A LEASE AGREEMENT BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
L.B. ECKELKAMP, JR. AND BONNIE J. ECKELKAMP

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 Lease Agreement by and between the City of Washington, Missouri and L.B. Eckelkamp, Jr. and Bonnie J. Eckelkamp, a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Lease Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into as of the 1st day of May, 2015, by and between L. B. Eckelkamp, Jr. and Bonnie J. Eckelkamp (hereinafter "Landlord") and City of Washington, Missouri, a Missouri municipal corporation (hereinafter "Tenant").

WITNESSETH:

Landlord, for and in consideration of the rents required to be paid by Tenant, and the covenants and agreements required to be performed by Tenant, does hereby lease and demise unto Tenant, and Tenant hereby takes and hires from Landlord, the building and improvements lying and being in the City of Washington, Missouri, generally described as 275 Grand Avenue, Washington, Missouri (hereinafter referred to as the "Demised Premises").

1. Purpose.

Tenant may use and occupy the Demised Premises as a golf driving range and miniature golf facility.

2. Term.

2.1 The term of this Lease (the "Term") shall commence at 12:01 a.m. on May 1, 2015 (the "Commencement Date"), and end at 11:59 p.m. on April 30, 2017 (the "Expiration date"), unless sooner terminated as hereinafter provided.

2.2 Provided, Tenant is not in default under any of the terms and conditions of this Lease, this Lease shall automatically renew for additional terms of one (1) year each, commencing upon the expiration of the preceding term, upon the same terms, covenants and conditions as are set forth for the original term unless either party gives written notice to the other not less than sixty (60) days prior to the expiration of the then current term of its intention not to renew this Lease.

2.3 The renewal term shall commence immediately upon expiration of the original term or renewal term as the case may be.

2.4 Notwithstanding anything contained herein to the contrary, either party may terminate this Lease at any time by providing written notice to the other party not less than sixty (60) days prior to the effective date of the termination.

3. Rent

3.1 Tenant covenants and agrees to pay to Landlord, as rental for the Demised Premises, the sum of One and 00/100 Dollars (\$1.00) for the lease term payable upon execution of this Lease.

3.2 All Rent and all other sums payable to Landlord under this Lease shall be made in lawful money to the United States of America and shall be paid to Landlord at its address as set forth herein or to such other party and/or to such other address as Landlord may from time to time designate in writing to Tenant as provided herein.

4. Payment of Impositions

Tenant, as additional rent hereunder, shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all water and sewer rents, and all charges for public utilities such as gas and electricity, which at any time during the Term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due or payable out of or in respect of, or become a lien on, the Demised Premises or any part thereof of any appurtenance thereof (all such other charges being hereinafter referred to as "Impositions", and any of the same being hereinafter referred to as "Imposition").

5. Insurance.

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

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

6. Destruction or Damage by Fire or Other Casualty.

If the Demised Premises or any part thereof shall be destroyed or damaged by fire or other casualty this Lease shall immediately terminate.

7. Assignment and Subletting.

Tenant shall not have the right, at any time, to sublet the whole or any portion of the Demised Premises, except as set forth herein.

8. Alterations.

8.1 Tenant may from time to time, with Landlord's written consent not to be unreasonably withheld, make alterations, installations, additions, or improvements to the Demised Premises (collectively, "Alterations") of a non-structural nature provided that the proposed Alteration will not materially reduce the size of the Demised Premises or materially diminish the value thereof. Tenant shall make no structural Alterations. Notwithstanding the foregoing, all Alterations shall be made in compliance with all applicable laws, ordinances, rules and regulations of governmental bodies and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body hereafter exercising similar functions. All non-structural Alterations which are made, performed or installed by Tenant with Landlord's consent shall be deemed the property of Landlord without any compensation therefore by Landlord upon expiration or soon termination of this Lease.

8.2 Tenant shall indemnify Landlord against any mechanic's lien or liens arising out of any work performed by or at the request of Tenant hereunder or repairs and maintenance made by or at the request of Tenant to the Demised Premises. Said indemnity shall include indemnity for all losses, liabilities, claims, damages, costs, expenses and reasonable attorney fees.

9. Fixtures and Equipment: Tenant's Property.

Landlord hereby acknowledges that all Tenant's trade fixtures, and all Tenant's trade equipment, machinery, office supplies and inventory, and all other movable personal property of Tenant which may be located at the Demised Premises at any time, whether first installed at the Demised Premises prior to the commencement of the Term of this Lease or installed subsequently ("Tenant's Property"), shall remain at all times the property of Tenant. Tenant shall, at or just prior to the expiration or sooner termination of the Term of this Lease, remove any and all of Tenant's Property, provided Tenant repairs any damage caused by such removal and restores the Demised Premises to their condition prior to the installation of the Tenant's property so removed, reasonable wear and tear excepted. Any of Tenant's property remaining as of the expiration or sooner termination of the Term of this Lease shall be deemed abandoned and may be retained or disposed of at Tenant's cost in the sole and absolute discretion of Landlord without accountability to Tenant.

10. Repairs and Maintenance.

10.1 Throughout the term of this Lease, Tenant shall, at its sole cost and expense, have the express obligation to make, promptly after the necessity therefore arises, such repairs to the exterior of the Demised Premises, exterior lighting, all plumbing, furnace and air conditioning units and the electrical systems as may be necessary to keep the Demised Premises in good repair and condition. Throughout the term of this Lease, Tenant shall at its sole cost and expense, have the express obligation to make repairs to the interior of the Demised Premises.

10.2 The necessity for and adequacy of the repairs and maintenance to the Demised Premises made or required to be made pursuant to Section 10.1 shall be measured by the standard of quality and character possessed by the Demised Premises as of the Commencement Date of this Lease, subject to reasonable wear and tear.

11. Compliance with Law.

11.1 Tenant shall not use or allow the Demised Premises or any part thereof to be used or occupied for an unlawful purpose or in violation of any Certificate of Occupancy or certificate of compliance covering or affecting the use of the Demised Premises or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Demised Premises or any part thereof which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

11.2 Tenant shall likewise comply with all applicable laws, ordinances and regulations of all governmental and public authorities and officers relating to Tenant's business and its use of the Demised Premises.

12. Landlord's Right to Cure.

12.1 If Tenant shall fail to perform any of its obligations hereunder, Landlord may perform the same but, except in case of emergency, only upon the expiration of such grace period after notice to Tenant as is provided herein for the curing of such default. The cost of such performance shall be payable by Tenant to Landlord, upon demand, as additional rent, which sum shall bear interest at the rate of eighteen (18%) percent per annum, from and after the date such sum shall have been expended by Landlord, to and until the date such sum shall be reimbursed to Landlord by Tenant.

13. Indemnification.

13.1 Tenant shall protect, indemnify and hold Landlord harmless from and against all loss, liability, claims, damages, costs and expenses of any kind, including reasonable attorney fees, arising from injuries or damages to persons or property, on or within the Demised Premises, arising out of or resulting in any way from any act or omission of Tenants, its agents, employees, independent contractors, customers, visitors or invitees, in the use, possession or occupancy of the Demised Premises during the Term of this Lease.

13.2 Tenant, if it has acquired the information, agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against Landlord. In the event Landlord is made a party to any action for damages against which Tenant has herewith indemnified Landlord, Tenant shall pay all costs and shall provide counsel in such litigation.

14. Limitation of Landlord's Liability.

Landlord shall not be liable for damage to or theft of Tenant's Property or any personal property located at the Demised Premises, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless due to gross negligence of Landlord.

15. Bankruptcy, etc.

If, prior to or during the Term hereof, (i) Tenant shall have instituted proceedings to be adjudicated a bankrupt or insolvent or consented to the institution of bankruptcy or insolvency proceedings against it, or filed a petition for an arrangement, reorganization or other relief under the Bankruptcy Code or any other federal or state law relating to bankruptcy or insolvency, or consented to the filing of any such petition, or made an assignment for the benefit of creditors, or admitted in writing its inability to pay its debts generally as they become due or (ii) there shall be entered by a court of competent jurisdiction a final decree or order, which decree or order shall no longer be subject to appeal and as to which no appeal shall then be pending, adjudging Tenant a bankrupt or insolvent or approving any petition filed against Tenant for arrangement or reorganization of Tenant under the Bankruptcy Code or any other federal or state law relating to bankruptcy or insolvency, or appointing a receiver or decreeing or ordering the winding up or liquidation of the affairs of Tenant, then, and in any such event, Landlord may elect, within a reasonable time after receiving notice thereof, to terminate this Lease by notice to Tenant and this Lease shall terminate and expire on the date of such notice with the same effect as if such date were the date originally set forth herein for the expiration of the Term of this Lease.

16. Other Defaults: Landlord's Remedies.

16.1 This Lease and the Term hereof are further subject to the following additional limitations: (a) if Tenant shall fail to pay any Rent when due, or (b) if Tenant shall fail

to pay any additional rent Impositions or additional sums and charges due hereunder for a period exceeding ten (10) days after written notice from Landlord, or (c) if Tenant shall default in the performance of any other covenant or agreement of Tenant hereunder and such default shall continue for a period exceeding thirty (30) days after written notice from Landlord, or, if the default is of such a nature that the same cannot be cured with due diligence within such thirty (30) day period, and Tenant shall fail to commence in good faith to cure the same within such thirty (30) day period or shall thereafter fail to complete the curing thereof as promptly as possible with the exercise of due diligence, or (d) Tenant shall vacate the Demised Premises or fail to continuously conduct its permitted business in and on the Demised Premises for a period of thirty (30) days; then, in any such event, Landlord may terminate this Lease by serving on Tenant a written notice specifying the nature of such default and of the date for the termination of the Lease Term, and this Lease and all rights of Tenant under this Lease shall thereupon terminate and expire on the date of such notice as if such date were the date originally set forth herein for the expiration of the Term of this Lease. Upon any such termination, Tenant shall remain liable to Landlord as provided below and, in addition, Landlord may immediately and without notice, re-enter the Demised Premises either by force or otherwise, and dispossess Tenant or any person holding under Tenant by summary proceedings or otherwise, and remove their property and effects and hold the Demised Premises as if this Lease had not been made. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the entire outstanding and unpaid Rent shall become immediately due and payable through the Expiration Date of the Term, together with such reasonable expenses as Landlord may incur for attorney fees, brokerage, and/or putting the Demised Premises in good order, or for preparing the same for rental; (ii) Landlord may re-let the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option to less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.

16.2 The remedies provided in this Lease are not exclusive but are cumulative and in addition to any remedies otherwise available under the applicable law.

17. Access.

Tenant shall permit Landlord and its authorized representative's access to the Demised Premises for the purpose of examining the same during regular business hours upon twenty-four (24) hour oral notice.

18. Expiration of Term.

Upon the expiration or sooner termination of this Lease, Tenant will quit and surrender the Demised Premises to Landlord in their original order and condition at the commencement of the Term hereof, except for reasonable wear and tear.

19. Quiet Enjoyment.

Landlord agrees that as long as Tenant performs all of the terms, conditions and agreements hereof on its part to be performed and observed, Tenant shall peaceably and quietly enjoy the Demised Premises, subject to the terms and conditions hereof.

20 Notices.

All notices, exercises of options, requests, demands, consents, approvals or other communications required or permitted to be given hereunder or in connection herewith (collectively, "Notices") shall be in writing and shall be sent by hand delivery or by regular mail, postage prepaid. Notices to Tenant shall be addressed to Tenant at 405 Jefferson Street, Washington, Missouri 63090, Attn: City Administrator. Notices to Landlord shall be addressed to Landlord at 1400 Dogwood Terrace, Washington, Missouri 63090. Either party may, by notice as aforesaid, change its address for all subsequent notices. Notices shall be deemed given and received on the date when hand delivered or when deposited for mail as set forth above.

21. Signs.

Tenant shall be entitled to erect or place signs advertising Tenant's business on the exterior of the Demised Premises with Landlord's written consent.

22. Captions.

The captions herein are for convenience only and are not to be given any substantive meaning or effect.

23. Entire Agreement.

This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions not set forth herein, and neither party has relief upon any representation, express or implied, not contained in this Lease. All prior understandings, terms or conditions are deemed merged into this Lease. This Lease shall not be amended or modified in any manner except by an instrument in writing executed by the parties.

24. General Provisions.

No failure or delay on the part of the Landlord or Tenant in exercising any right hereunder shall constitute a waiver of same or of any other right, nor shall any single partial exercised of any right preclude any further exercise thereof or of any other right, except as otherwise set forth herein. A waiver of any term or provision hereof shall apply to the particular instance and time only and shall not be deemed a continuing waiver. This Lease is a Missouri contract and shall be governed in all respects by the laws of the State of Missouri. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. In the event any provision of this Lease shall be declared invalid or unenforceable, the remainder hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

(the remainder of this page intentionally left blank)

LANDLORD

L. B. Eckelkamp, Jr.

Bonnie J. Eckelkamp

TENANT:

City of Washington, Missouri

By:

Sandy Lucy
Mayor

SEAL:

Attest:

Mary Trentmann, City Clerk

BILL NO. _____

INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IV, TABLE IV-A, NO PARKING AT ANYTIME, OF THE TRAFFIC CODE OF THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI, BY ADDING THERETO THE FOLLOWING RESTRICTION.

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

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

Code is hereby amended by adding thereto the following:

Description	Restriction	Add	Delete
Grand Avenue, at the following locations: East side, from a distance of forty (40) feet south of the driveway to Lakeview Park, northward a distance of one hundred (140) feet north of the driveway to the YMCA facility West side.		✓	

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

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

PASSED: _____

ATTEST: _____

City Clerk

President of the City Council

APPROVAL: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY COUNCILMAN _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE SALARY
OF THE CITY ADMINISTRATOR

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

SECTION 1: The annual salary of the City Administrator is hereby established at the sum of **One Hundred Twenty-Two Thousand, Three Hundred Thirteen** Dollars **(\$122,313.00)** effective October 2, 2016.

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

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY COUNCILMAN _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE SALARY OF THE
ECONOMIC DEVELOPMENT DIRECTOR

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

SECTION 1: The annual salary of the Economic Development Director is hereby established at the sum of Eighty Thousand, Nine Hundred Sixty-Eight Dollars (\$80,968.00) effective October 2, 2016.

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

Passed: _____

ATTEST: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

CITY OF
WASHINGTON
MISSOURI

October 10, 2016

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

RE: File No. 16-0902- Ronald Glastetter-Skyler Place Preliminary Plat

Dear Mayor & City Council Members:

At a regular meeting of the Planning & Zoning Commission, held on Monday, October 10, 2016, the Commission reviewed and approved the above request.

Sincerely,



Tom Holdmeier
Chairman
Planning & Zoning Commission

PLANNING & ENGINEERING SERVICES
405 JEFFERSON STREET
WASHINGTON, MO 63090

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 10, 2016

Re: File # 16-0902 – Ronald Glastetter – Skyler Place Preliminary Plat

Synopsis: The applicant is requesting approval of a preliminary plat to subdivide the lot into two parcels.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family Residence	R-20
South	Multi Family Residence	R-3
East	Single Family Residence	R-20
West	Two Family Residence	R-20

Analysis:

The applicant is seeking approval of a preliminary plat to split the lot into two parcels as well as a rezoning to R-1C Single Family Attached. The proposed subdivision shows one lot under the minimum lot size of 6,000 square feet, however, the applicant has had a variance approved by the Board of Zoning adjustment to allow the smaller lot size. All utilities are already in place so there is no need for additional utility easements.

Recommendation:

Staff recommends approval of the preliminary plat for Skyler Place.

BILL NO. _____ INTRODUCED BY COUNCILMAN _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF SKYLAR PLACE, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI.

WHEREAS, the final plat of Skylar Place in the City of Washington, Missouri has been submitted to the City for approval; and

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

WHEREAS, THE City Council granted preliminary plat approval of Skylar Place on October 17, 2016.

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

SECTION 1: The final plat of Skylar Place in the City of Washington, Missouri is hereby approved.

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

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

Passed: _____

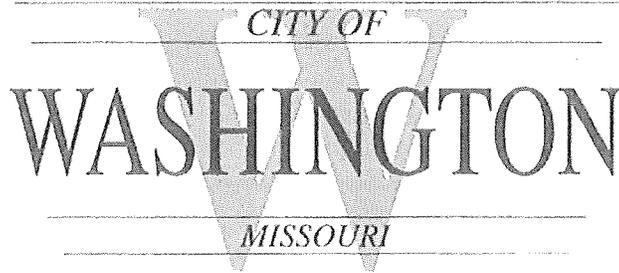
ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri



October 10, 2016

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

RE: File No. 16-0901- Malvern Hills Phase 2-Preliminary Plat 4

Dear Mayor & City Council Members:

At a regular meeting of the Planning & Zoning Commission, held on Monday, October 10, 2016, the Commission reviewed and approved the above request.

Sincerely,

A handwritten signature in cursive script that reads "Thomas R. Holdmeier".

Tom Holdmeier
Chairman
Planning & Zoning Commission

*PLANNING & ENGINEERING SERVICES
405 JEFFERSON STREET
WASHINGTON, MO 63090*

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: September 12, 2016

Re: File # 16-0901 – Malvern Hill Phase 2 – Preliminary Plat 4

Synopsis: The applicant is requesting approval of Preliminary Plat 4 in Malvern Hill.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family/Senior Living	R1-D / SCD
South	Vacant Land	N/A
East	Single Family/ Vacant Land	R1-D
West	Vacant Land	N/A

Analysis:

The applicant is requesting approval of a preliminary plat displaying a 31 lot single-family subdivision. Each lot meets the minimum lot requirements for the R-1D zone district and all appropriate utility easements are shown. The plat proposes to utilize Rabbit Trail Drive as its only point of access until future connections are made.

As per the comprehensive plan, the plat shows a stub on Rabbit Trail Dr. for a future extension to Bieker Road. The plan also proposes an east/west local access street labeled Keunzel Drive which will extend to the existing Keunzel Drive in the Weber Estates subdivision to the West. The comprehensive plan proposes an east/west connection between Stonecrest and Rabbit Trail in the approximate location that Malvern Hill Plat 4 proposes to construct Betony Ct, a street that will terminate in a cul-de-sac with no possibility for future extension. A possible east/west connection from Rabbit Trail to Stonecrest is still possible, however, farther north adjoining the Victorian Manor property. Both connections would require expensive infrastructure to cross the creek, but staff believes the more practical connection is the one further north for the following reasons; The floodplain in this location is narrower allowing for a shorter but taller bridge, a

portion of the right of way (25 feet) has already been dedicated to the city in this location, and finally, this connection will give residents in Weber Estates, Malvern Hill, and Lake Washington access to Phoenix Center II in a more direct connection rather than further south in Stonecrest forcing commuters to make multiple turns throughout the neighborhood.

The proposed Malvern Hill Plat 4 does raise some concern given the amount of homes that will, in the immediate future, only have one point of access. However, the proposed plat does show two plausible connections that could remediate traffic and safety concerns with a third possible East/West connection as the land south of Phoenix Center II develops. To ensure the connection to Weber Estates, staff recommends requiring a condition of approval that a 400 ft. wide corridor in the Weber Farm be recorded connecting the existing Keunzel Drive to the proposed Keunzel Drive. Staff also recommends requiring any future phase of Malvern Hill or Weber Estates utilize this connection.

Recommendation:

Staff recommends approval of the proposed preliminary plat for Malvern Hill Plat 4 subject to the following conditions:

1. Keunzel Drive must terminate in a temporary turnaround that meets cul-de-sac requirements and constructed of a hard surface capable of supporting 75,000 lbs.
2. A 400 foot corridor must be recorded on the property to the west (Weber Farm) showing the general location of the connection between the existing and proposed Keunzel Drives.
3. No additional plats proposing access to Keunzel Drive, Halls Green Drive, or Rabbit Trail Drive shall be approved until a second access point is constructed.
4. The plat does not show Rabbit Trail Drive improvements extending to the property line. A guarantee agreement with a letter of credit or some other type of financial insurance must be approved ensuring the connection will be made at a later date.
5. A revised plat for Victorian Manor showing the right of way dedication for Betony Court must be submitted.
6. A 12" waterline is required along Keunzel Drive. The City will participate in paying for the difference of the upsizing provided that the water test shows the 10" line will meet the requirements of the proposed development.
7. A note must be added to the plat as follows "The owner of each lot within the subdivision shall maintain the stormwater management system serving this subdivision unless the stormwater management system has been accepted for maintenance by the City of Washington, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the stormwater management system.

8. "Future Development" signs must be posted at the end of each stub street.
9. Construction plans must be submitted and approved prior to any construction beginning.
10. A final plat will not be approved until improvements are completed or guarantee agreement has been submitted and approved consisting of some type of financial insurance that the improvements will be completed per approved plans.