

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

<b><u>1. INTRODUCTORY ITEMS:</u></b>	<b><u>SUGGESTED COUNCIL ACTION</u></b>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the January 18, 2022 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. 2018 Landfill Tickets Destruction Request		
b. Fire Department Record Destruction Request		
<b><u>2. PRIORITY ITEMS:</u></b>		
<b><u>Mayor's Presentations, Appointments &amp; Re-Appointments</u></b>		
<b><u>3. PUBLIC HEARINGS:</u></b>		
<b><u>4. CITIZENS COMMENTS:</u></b>		
<b><u>5. UNFINISHED BUSINESS:</u></b>		
<b><u>6. REPORT OF DEPARTMENT HEADS:</u></b>		
a. 2021 Building Report	Accept Into Minutes	
b. 2021 Fire Department Report	Accept Into Minutes	
<b><u>7. ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance authorizing the issuance of the City of Washington's Taxable Tax Increment Revenue Note (Front & Main Redevelopment Project), Series 2022A, and authorizing certain other actions in connection with the execution and delivery of the Note.	Read &Int/Read/Vote/Mayor	Memo
b. An ordinance amending Section 300.010 of the Code of the City of Washington, Missouri and adding thereto a new section relating to Electric Bicycles.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the execution of a Contract Agreement with Girdner Contracting, LLC for the 2022 Snap-Tite Culvert Lining Project.	Read &Int/Read/Vote/Mayor	Memo
d. An ordinance authorizing and directing the execution of a Second Amendment to Exclusive Franchise Agreement for the collection, hauling and disposal of residential solid waste and recyclables in the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	Memo

- e. An ordinance repealing Section 140.030 and Section 220.015.A.4 of the Code of the City of Washington, Missouri.

Read &Int/Read/Vote/Mayor Memo

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

**9. MAYOR'S REPORT:**

- a. Next Council Meeting – Tuesday, February 22, 2022 due to President's Day Holiday

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

**11. COUNCIL COMMENTS:**

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

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

Roll Call Vote

**13. INFORMATION:**

**14. ADJOURNMENT:**

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION  
PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.  
POSTED BY SHERRI KLEKAMP, CITY CLERK, FEBRUARY 2, 2022

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
TUESDAY, JANUARY 18, 2022**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, January 18, 2022, at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

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

<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Ed Menefee
	Public Works Director	John Nilges
	Water/Wastewater Superintendent	Kevin Quaethem
	Airport Manager	Kevin Hellmann
	Economic Development Director	Sal Maniaci

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 January 3, 2022 Council Meeting

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

**Approval and Adjustment of Agenda including Consent Agenda:**

- \* Collector's Report Summary – September 2021
- \* Investment Report Summary – September 2021
- \* Collector's Report Summary – October 2020 – September 2021

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

**PRIORITY ITEMS:**

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

\* Police Department Reappointments

January 10, 2022

City Council

City of Washington

Washington, Missouri

Dear Council Members:

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

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

Respectfully submitted,

Sandy Lucy

Mayor

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

\* Police Department Appointment

January 10, 2022

City Council

City of Washington

405 Jefferson Street

Washington, Missouri 63090

RE: Appointment of Chief of Police

Dear Councilmembers:

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

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

With your approval, staff will proceed with the recommendation.

Sincerely,

Sandy Lucy

Mayor

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



**PUBLIC HEARINGS**

\* None

**CITIZENS COMMENTS**

\* None

**UNFINISHED BUSINESS**

\* None

**REPORT OF DEPARTMENT HEADS**

\* Police Department Appointment

*January 11, 2022*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, MO 63090*

*RE: Bulk Trash Collection – UPDATE*

*Dear Mayor and City Council Members:*

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

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

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

*Bulky Item collection shall be as follows:*

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

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

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

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

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

*Thank you for your consideration*

*Respectfully submitted,*

*John Nilges, P.E.*

*Public Works Director*

After discussion, a motion made to start providing a pickup option for bulky items once a month beginning the end of February made by Councilmember Sullentrup, seconded by Councilmember Holtmeier, passed without dissent. A motion to accept this item into the minutes made by Councilmember Patke, seconded by Councilmember Sullentrup, passed without dissent.

### **ORDINANCES/RESOLUTIONS**

**Bill No. 22-12524, Ordinance No. 22-13477, an ordinance accepting the Sales Contract from Down Brown Chevrolet, St. Louis, Missouri and to approve the purchase of a 2023 Chevrolet Silverado 2500HD 4x4 Truck with Quoted Options by the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 22-12525, Ordinance No. 22-13478, an ordinance accepting the Bid from Neumayer and to approve the purchase of a Skully ST-15 Elk Overfill Prevention Controller System and amend the 2021/2022 Budget.**

The ordinance was introduced by Councilmember Skornia.

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

**Bill No. 22-12526, Ordinance No. 22-13479, an ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Midwest Infrastructure Coatings for the OBIC Polyurethane Liner System.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 22-12527, Ordinance No. 22-13480, an ordinance authorizing and directing the execution of a Parking License Agreement by and between the City of Washington, Missouri and Waste Management of Missouri, Inc.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 22-12528, Ordinance No. 22-13481, an ordinance amending the 2021/2022 Budget of the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 22-12529, Ordinance No. 22-13482, an ordinance amending Schedule IV, No Parking At Anytime, of the Code of the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Resolution No. 22-13483, a resolution authorizing the City of Washington to apply for funding through the East-West Gateway Council of Governments to provide for the Third Street Roadway and ADA Compliance Project, in the City of Washington, Franklin County, Missouri.**

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

**COMMISSION, COMMITTEE AND BOARD REPORTS**

- \* Preliminary Plat Approval – The Meadows at Koch Farms  
*January 11, 2022*  
*Mayor & City Council*  
*City of Washington*  
*Washington, MO 63090*

RE: File No. 22-0101-Northern Star Homes-Preliminary Plat-The Meadows at Koch Farms  
Mayor & City Council,  
At the regular meeting of the Planning & Zoning Commission held on January 10, 2022 the  
above mentioned preliminary plat was approved with a 6-1 vote in favor.

Sincerely,  
Thomas R. Holdmeier  
Chairman  
Planning & Zoning Commission

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

**MAYOR'S REPORT**

\* Thanks to the Snow Removal Team for clearing the streets from this past weekend's storm.

**CITY ADMINISTRATOR'S REPORT**

\* None

**COUNCIL COMMENTS**

\* Discussion on Special Road District funding.

**CITY ATTORNEY'S REPORT**

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate  
matters pursuant to Section 610.021 RSMo (2000) passed at 8:21 p.m. on the following roll call  
vote; Skornia-aye, Pettet-aye, Reed-aye, Patke-aye, Holtmeier-aye, Sullentrup-aye, Wessels-aye,  
Hidritch-absent.

The regular session reconvened at 9:46 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 9:46 p.m. by Councilmember  
Holtmeier, seconded by Councilmember Pettet passed without dissent.

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

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

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

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

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

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



January 28, 2022

Honorable Mayor and City Council  
City of Washington  
Washington, Missouri

RE: Landfill Tickets

Dear Mayor and Council Members:

We are required to keep three years of landfill tickets so with this letter I am asking to destroy tickets from 2018.

If you have any questions or comments please feel free to contact me.

Thank you,

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

Andrea Lueken  
Assistant City Engineer



# Washington Community Fire Protection District

P. O. Box 28, Washington, MO 63090

*President/Chairman:*

Donald C. Wildt

*Directors:*

Lester R. Brinker

Darrel W. Barrett

William L. Straatmann

Alan Elsenrath

*Secretary/Treasurer:*

Linda Saunders

26 January 2022

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

Ms. Klekamp:

Per the City of Washington's Record Retention Policy and Missouri State Statutes referenced in the policy, the Washington Fire Department has removed and discarded/destroyed the following records as directed:

- All Workers Comp files more than 5 year's old
- All Safety Incident reports more than 5 year's old
- Personal Protective Equipment Fit Test Records which have been superseded
- Insurance policies that are more than 6 year's old
- Time and Attendance records that are more than 3 year's old
- 1099's that are more than 5 year's old
- Auto Alarm testing/maintenance reports more than 5 year's old

As always, if you have any questions, feel free to contact me.

Yours in service,

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

Tim Frankenberg, CT, CFPS  
Fire Chief

TPF/lfs



**City of Washington, Missouri**  
**Department of Planning and Engineering Services/Building Code Enforcement**  
**2021 Building Report**

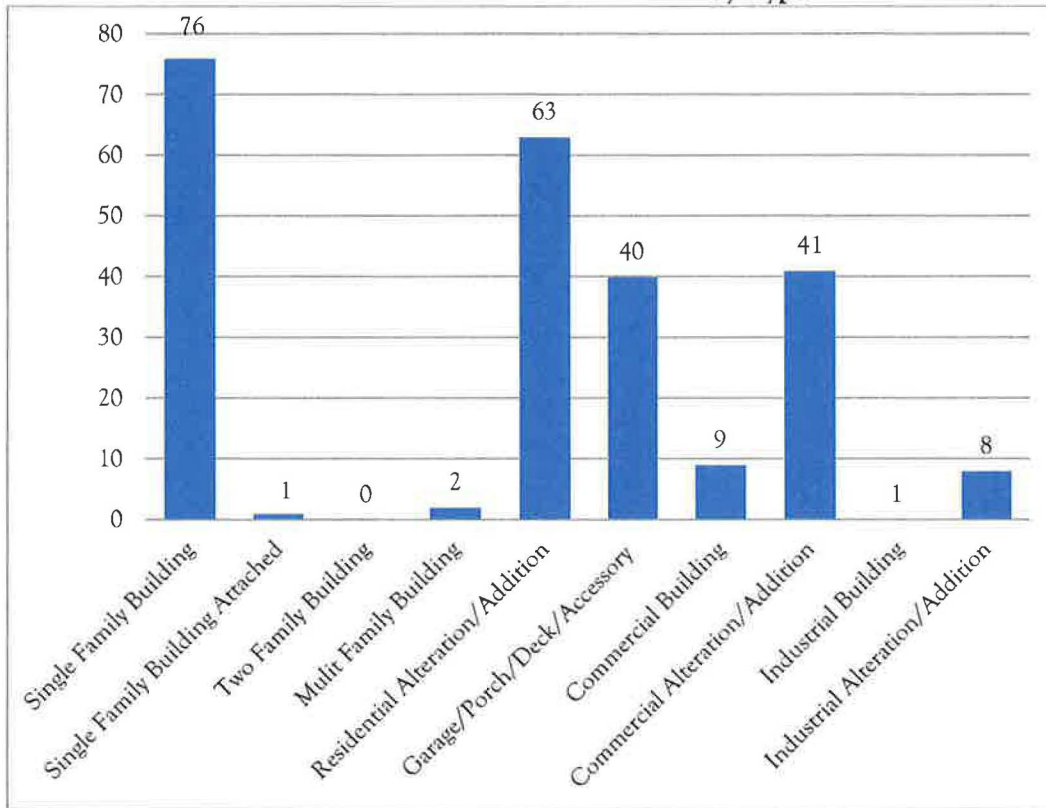
The City of Washington issued 1102 permits in 2021 with a valuation of \$61,971,508.

The permits were broken down as follows:

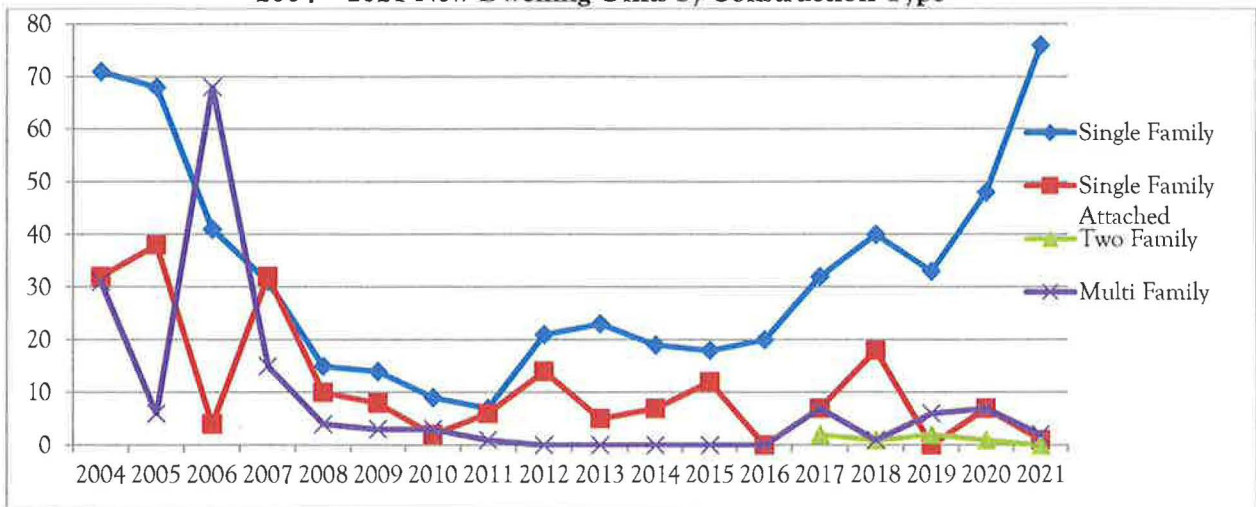
PERMIT TYPE	TOTAL PERMITS	VALUATION
Single Family Building	76	\$20,085,849
Single Family Building Attached	1	\$243,023
Two-Family Building	0	
Multi-Family Building	2	\$5,960,000
Mobile Home Setup	2	\$3,500
Residential Addition	8	\$1,057,759
Residential Alteration	55	\$1,766,781
Commercial Building	9	\$8,446,906
Commercial Addition	3	\$3,050,000
Commercial Alteration	38	\$5,736,900
Industrial Building	0	
Industrial Addition	3	\$9,001,000
Industrial Alteration	5	\$827,700
Accessory Building	9	\$208,965
Retaining Wall	8	\$597,500
Deck/Porch	20	\$278,913
Swimming Pool	8	\$371,712
Fire Protection	21	\$667,375
Electric Service	65	\$18,100
Sewer Lateral/Repair	23	\$21,444
Street Excavation	29	
Grading	11	\$2,174,000
Demolition (interior and exterior)	14	\$26,000
Blasting	1	
Fireworks	3	\$1,300
Antenna/Cell Tower	2	\$275,000
Sign/Awning	28	\$524,163
Municipal	1	\$250,000
Miscellaneous	20	\$377,618
Floodplain Development	7	
Subdivision Development	2	
Preliminary Plat	8	
Boundary Adjustment	12	
Rezoning	6	
Special Use	8	
Variance	3	
Voluntary Annexation	2	
Historic Design Review	15	
Residential Occupancy	545	
Commercial Occupancy	29	
Industrial Occupancy	0	
Permit Totals	1,102	\$61,971,508

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2021 General Construction Permits by Type



2004 - 2021 New Dwelling Units by Construction Type

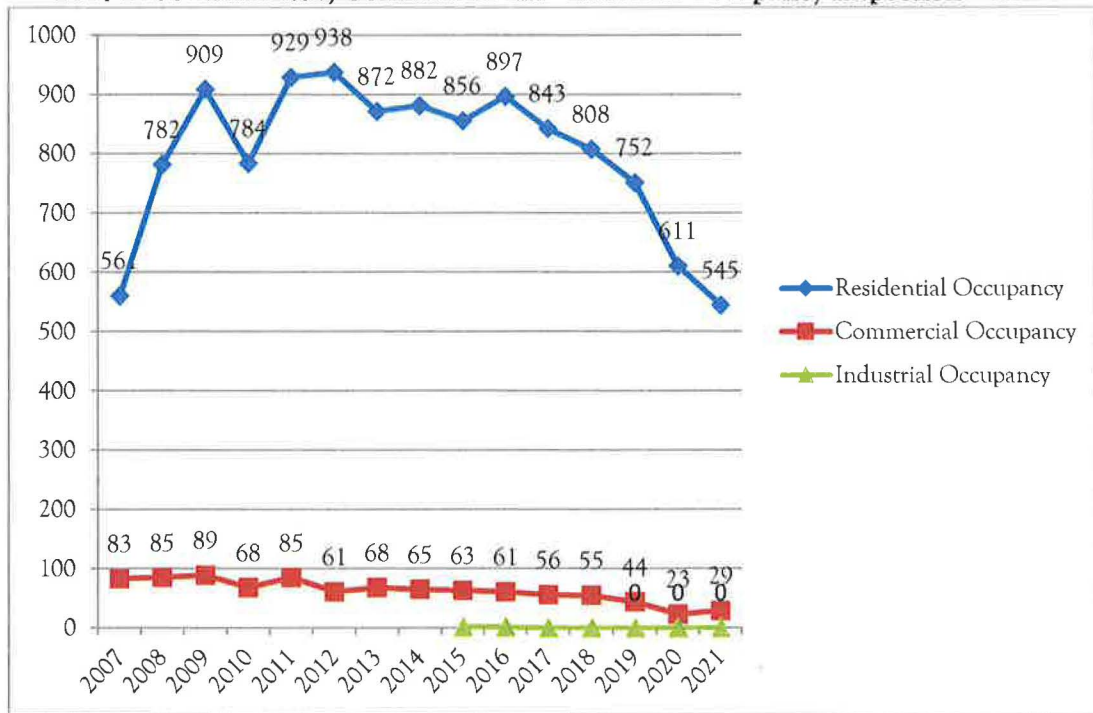


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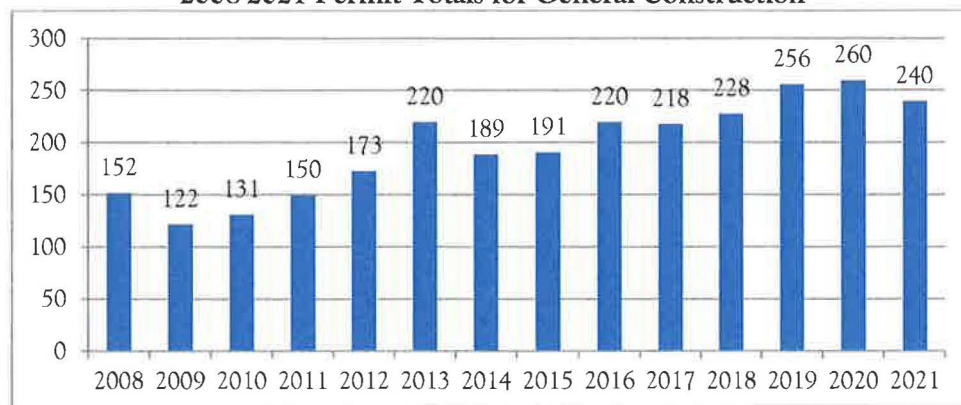
The Residential Occupancy Inspection Program began on April 1, 2007. Residential occupancy inspections were down from 611 in 2020 to 545 in 2021. Commercial occupancy inspections were up from 23 in 2020 to 29 in 2021. The number of Industrial inspections remained the same with 0 for both 2020 and 2021.

**2007-2021 Residential, Commercial and Industrial Occupancy Inspection Permits**

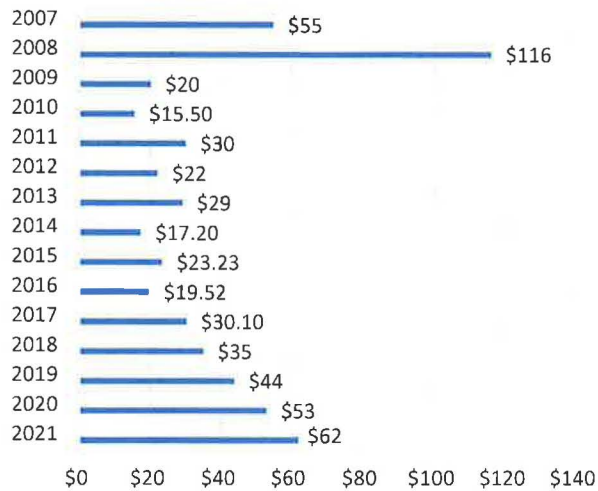


Permit totals for general construction were down from 260 in 2020 to 240 in 2021. This number includes general construction only.

**2008-2021 Permit Totals for General Construction**



**2007-2021 General Construction Dollars in Millions  
(Residential/Commercial/Industrial)**

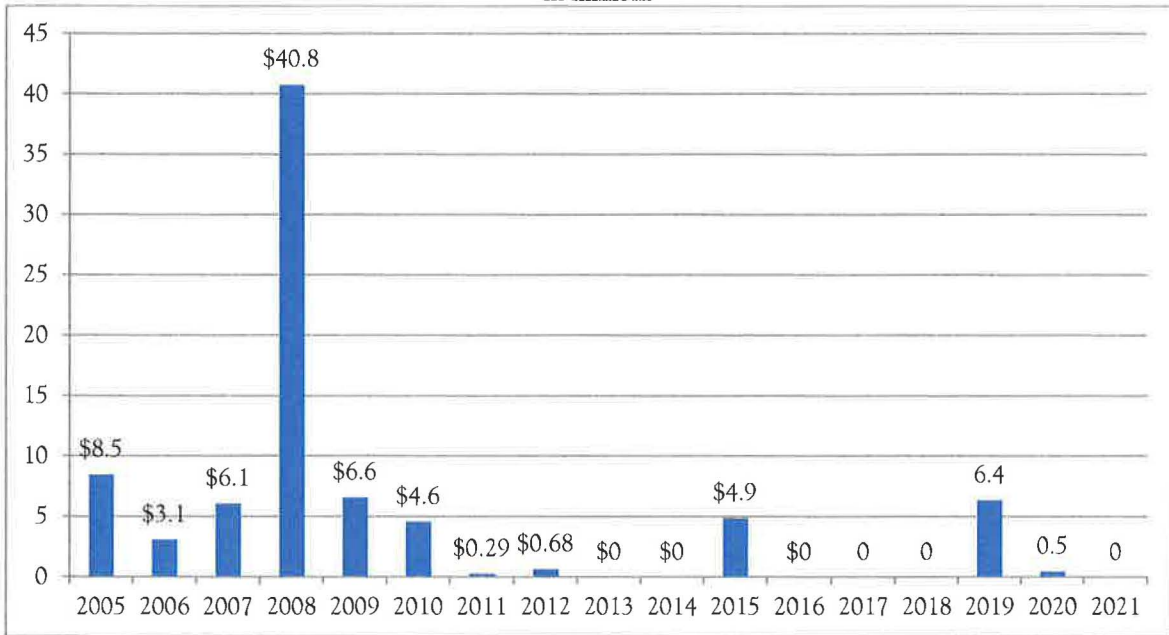


**2007-2021 Commercial Construction Dollars in Millions  
(New/Additions/Alterations)**

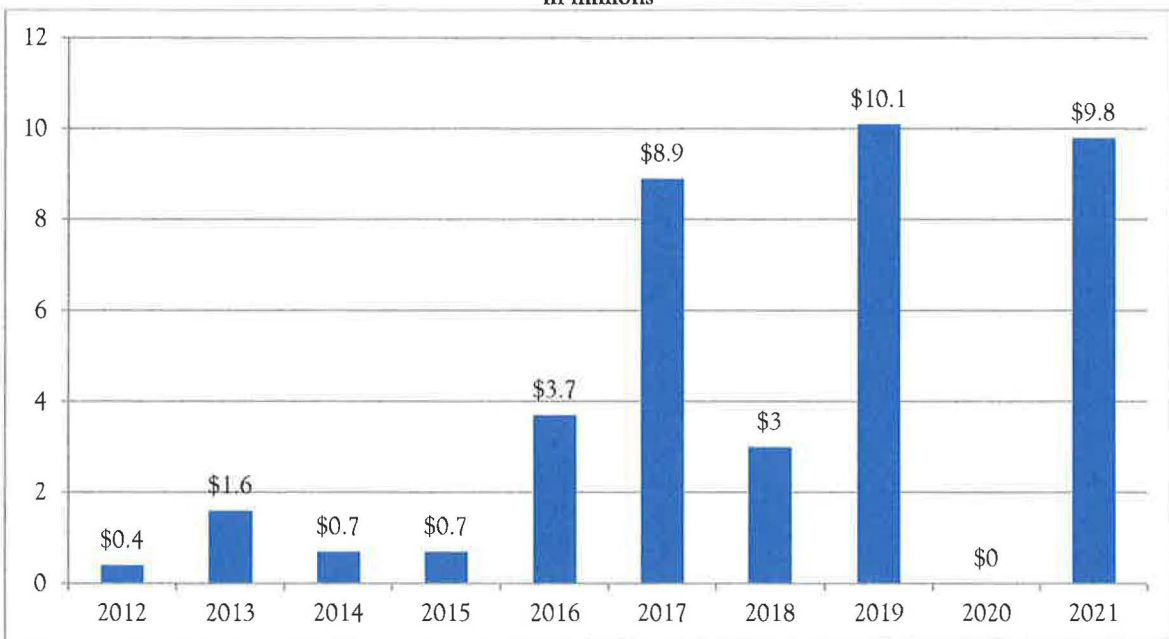


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**2005-2021 Industrial Construction (New Only)**  
in millions



**2012-2021 Industrial Construction (Additions/Alterations Only)**  
in millions



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**New commercial/industrial construction (including additions and alterations) in 2021 included:**

Williams Brothers Meat Market, 607 W. 5 <sup>th</sup> St. – interior renovation	\$499,226
100 W. Main St. – demo ceiling and insulation	\$2,000
Bank of Washington, 2073 Washington Crossing – interior renovation	\$122,000
Twisted Fish, 560 E. 5 <sup>th</sup> St. – board side entrance door, replace deck boards	\$1,000
York Insurance, 205 Jefferson St. – interior renovation	\$40,000
Bank of Franklin County, 1901 Rabbit Trail – footings/foundations only	\$210,000
Coffee Haus, 1901 E. 5 <sup>th</sup> St. – coffee shop with drive-thru	\$200,000
Mercy, 851 E. 5 <sup>th</sup> St., Ste. 226 – interior renovation	\$368,757
Enterprise Leasing, 2004 Phoenix Center Dr. – company car wash	\$80,000
Los Cabos, 6244 HWY 100, Ste. 190 – tenant build out for restaurant	\$155,000
Taco Bell, 777 Washington Sq. – interior renovation	\$265,000
4Rivers Career Center, 1978 Image Dr. – interior renovation	\$50,000
Mercy, 851 E. 5 <sup>th</sup> St. – replace boiler	\$551,907
1629 A Roy Dr. – demo interior wall	\$1,200
Mercy, 901 Patients First Dr., Ste. 1600 – lab renovation	\$100,000
Heritage Bank, 813 Franklin Ave. – office remodel	\$2,200
Steak 'n Shake, 3101 Phoenix Center Dr. – front counter alterations	\$80,000
NOC, 1816 HWY A – interior renovation	\$60,000
Rent One, 1937 Bedford Center Dr. – interior renovation	\$15,000
Washington Middle School, 401 E. 14 <sup>th</sup> St. – interior renovation, addition, road	\$2,600,000
10 E. 3 <sup>rd</sup> St. – office remodel	\$3,500
Bank of Franklin County, 1901 Rabbit Trail Dr. – new bank building	\$4,000,000
1629-1631 A Roy Dr. – white box finish for both units	\$40,000
Missouri Furniture, 1450 Huxel Dr. – retaining wall portion only	\$29,000
Mercy, 901 E. 5 <sup>th</sup> St. – non-invasive cardiology suite renovation	\$350,000
7 W. Main St. – storage mezzanine for apartments	\$6,000
Plumb Supply, 205 E. 8 <sup>th</sup> St. – remodel office space	\$100,000
Go Health Urgent Care, 555 Washington Square – interior renovation	\$624,000
416 Elm St., relocate bathroom and micro kitchen	\$40,000
802 Rainbow Dr., Ste. 100 – tenant finish	\$25,000
Smiles By Mace Dental Office, 824 E. 6 <sup>th</sup> St. – office addition	\$350,000
104 W. Main St. – infill building to replace demo'd building – Phase I	\$20,000
Mercy, 901 E. 5 <sup>th</sup> St. – CT lab and restroom renovation	\$300,000
426 W. Front St. – bathroom remodel	\$15,000
6576 HWY 100 – 4 storage buildings	\$200,000
Mercy, 901 E. 5 <sup>th</sup> St. – upgrade to elevators 4 & 5	\$600,000
120 W. Main St., Ste. 200 – interior renovation	\$53,000
Midwest Military, 3 Chamber Dr. – metal building	\$570,000
Wal-Mart, 1701 A Roy Dr. – addition to grocery pick up area & interior renovation	\$100,000

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Kim's Candy Dish, 217 W. Main St. – tenant finish	\$10,000
ALDI's, 3142 Phoenix Center Dr. – grocery store	\$2,700,000
Starbucks, 1901 Rabbit Trail Dr. – tenant finish	\$350,000
100 & 106 W. Main St. – new storefront and façade improvements	\$72,000
Calvin Theatre, 311 Elm St. – roof replacement	\$25,000
Purcell Tire, 1451 Huxel Dr. – tire warehouse	\$647,906
95 Washington Heights Dr. – remodel for restaurant	\$50,000
719 Jefferson St. – fill in a doorway	\$200
1631 A. Roy Dr. – tenant finish	\$250,000
Kohl's, 3198 Phoenix Center Dr. – interior renovation to add Sephora store	\$300,000
Trilogy Labs, 870 Vossbrink Dr. – install instrument room in storage area	\$66,000
WEG, 6350 Bluff Rd. – interior renovation	\$565,000
WEG, 6350 Bluff Rd. – addition of tank farm	\$500,000
Frick's, 360 ME Frick Dr. – addition fo racking room and cooler storage for RTE	\$8,500,000
Sporlan Valve, 215 Lange Dr. – add new hydrogen equipment to existing pad	\$80,000
6470 Michels Dr. – install overhead crane system	\$36,700
Frick's, 360 ME Frick Dr. – install new boiler room in existing building	\$80,000
Universal Medical Resources, 207 Lange Dr. – shed	\$1,000
City of Washington, Lion's Lake - pavilion replacement	\$250,000





## City of Washington Fire Department

200 E. Fourteenth Street, Washington, MO 63090

[www.washmofire.org](http://www.washmofire.org)

Phone 636-390-1020 [www.washmo.gov](http://www.washmo.gov)

*Professional Volunteer Service Since 1852*



January 31, 2022

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

Fire Department 2021 Report

Dear Mr. Lamb, Honorable Mayor and City Council:

As 2021 wrapped up, I am happy to report on the continued excellent work, dedication and professionalism of the Washington Fire Department. There were a number of great accomplishments in 2021 beyond the delivery of service during the pandemic. The Fire Department continues to operate in a fiscally responsible fashion, providing the highest level of protection feasible with the finances currently available.

The Washington Fire Department is somewhat unique in that it is one made up of three entities. The three entities are the City of Washington Fire Department, the Washington Community Fire Protection District and the Washington Volunteer Fire Company, collectively the Washington Fire Department. These three entities cohesively and comprehensively provide protection to over 65 square miles of territory including the City of Washington and the surrounding area. This unique structure provides coverage that ranges from 1 mile west of Highway 185 to 1.5 miles east of Jones Lane. We cover the Missouri River from Klondike to west of New Haven and to the south including the communities of Campbellton, Clover Bottom and Krakow.

When fire protection is discussed, our view must extend beyond the city limits, we have to consider fire, rescue and haz-mat services throughout the entire service area. Our response model must ensure sufficient resources to address the needs of the entire community. The relationship between the City of Washington and the Washington Community Fire Protection District was renewed this past year with an agreement that aims to improve fire protection without regard to lines on a map. The five-year agreement between the City and the District is unique in blending operational and financial cooperation for the greater good. The Washington Volunteer Fire Company becomes the glue that holds this unique model together.

### **Fire Company Achievements**

To that end, the Washington Volunteer Fire Company completed a re-organization last year and installed its first internally elected board of directors to assist with the oversight and administrative operation of the organization. The re-organization added an additional

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Deputy Chief position and re-distributed the workload across all levels, creating assignments to handle administrative functions more effectively, allowing the Chief and Assistant Chief to focus on operations and training. Though in its infancy, the Board has coordinated new committees and operational guidelines to assist in creating a 100% volunteer fire protection model for others to follow.

The Fire Company remains strong, with 92 members and at least four more pending applications. Of the 92, there are 14 new members that have two or less years of time with the Fire Company. The Fire Company Board is working to revamp the application, onboarding, and mentoring process to ensure the retention of volunteers by keeping them engaged. The board has also implemented new training and in station time requirements. The volunteers have stood by in station for over 10,500 total hours since we began tracking the time in the 2<sup>nd</sup> quarter of 2021. The short-term goal is to attain over 17,500 hours annually and the volunteers made an impressive effort for the last three quarters of 2021, even with the challenges of COVID. Additionally, there were over 10,000 hours of training recorded in 2021, and just under 5,500 hours of documented activity (committee and administrative work) hours. The 10,000 hours is equivalent to five years of full-time work and an impressive number for the volunteers. We are working to increase that number by expanding and enhancing training opportunities.

### **Capital Improvements**

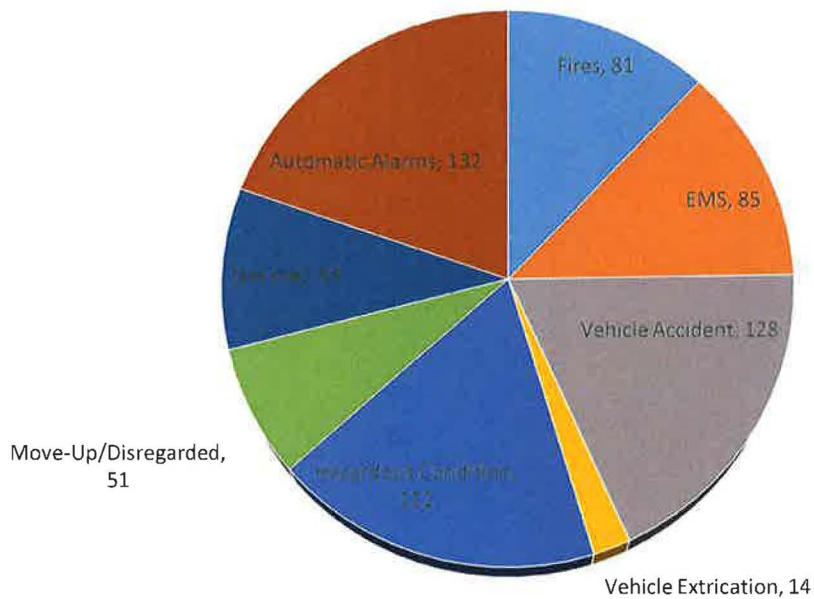
There were a number of major projects worthy of highlight that were completed last year regarding the improvement of service and facilities. The first major accomplishment was the addition of Fire Station 6, and Pumper/Tanker 8163, funded by the District. The new station and truck provide protection not only in the southwest portion of the district, but also allow an additional crew to respond to support fire and rescue efforts within the city limits. The District also ordered a new truck to replace the 2001 brush truck. This truck will be housed at Fire Station 3 and will be utilized not only on brush fires, but as a first response vehicle for emergency medical calls and for weather operations.

Additional capital improvements included adding extrication tools to two pumpers in the city. All pumpers are now equipped with a tool to handle light vehicle extrications as well as to support numerous other functions for gaining access or cutting. Four of the trucks were outfitted with headset intercoms to improve firefighter hearing protection and communication. A number of building infrastructure improvements continue to take place to extend the life and reliability of the facilities while reducing operational cost. These include LED lighting in all fire stations as well as new overhead door openers at Fire Headquarters. In partnership with the Police and Communications Department, Federally P25 compliant dual band radios were installed throughout the fleet and stations. The department continues to train with this equipment for a short-term conversion to the MOSWIN network. Additionally, the fire and police department jointly worked to research, specify and purchase four drones to expand the fire department's present capabilities with infrared and video capture.

Through a generous, anonymous donation, the Day Room at Fire Headquarters was remodeled to allow a more “at home” feeling and to encourage increased use of the room for standby time. These improvements included new tables, seating, cabinet fronts, flooring, woodwork, paint, and audio/visual equipment. These changes have had an immediate impact in encouraging in station time for meals, studying, training and needed down time.

## Responses

The Fire Department responded to 685 calls for service in 2021. There were 18 reported building fires, however, a majority of those were either dry cooking or small fires that did not necessitate pulling a fire hose to extinguish the fire. The fire department actively fought five structure fires including one industrial fire, all within the city limits. The fire department personnel rescued a woman from her apartment during one of these fires in a multi-tenant structure. The installation of fire protection systems including smoke detection, hood suppression and sprinklers in addition to the occupancy inspection program has driven down the fire volume and ultimately loss of life in Washington.



The primary response within 2021 was automatic alarms with 132 including commercial and residential alarms sounding. Almost all of the automatic alarms were unnecessary for a variety of reasons. This equates to one false alarm every third day. This reinforces the need for code enforcement to assist building owners with reducing false alarms. The second highest category of calls were for vehicle accidents with 128, 14 additional which required mechanical extrication of patients from vehicles. Following vehicle accidents, were calls for service including wires down or hazardous conditions with 121 responses.



The Fire Company averaged over 10 personnel per call including mutual aid responses. A mutual aid response can be as few as two people responding with a single truck (water tanker), or multiple vehicles with multiple crews. In 2021, there were many calls that involved removing trees with only two personnel per vehicle which reduce the average from 11 to 10 firefighters per call. The average of 10 firefighters per call may not sound like a lot, however, in the fire service this is a dream for most departments. A typical engine company in the surrounding area responds with two to three fighters. The St. Louis Fire Department as well as the larger metropolitan fire departments have four to five person engines. Washington is averaging enough personnel to have two engines staffed with five to each call. When the fires are reviewed, the fire company has 21-29 personnel responding for fires or reported fires.

When reviewing responses, there are some correlations from year to year. The Department is busiest between 8:00AM and 4:00 PM with the most responses between 1:00 and 2:00 PM. This is during the working hours for many of the volunteers and the community is fortunate to have businesses that allow firefighters to leave work and respond to calls. The busiest months in 2021 were June and August. The busiest day is traditionally Friday, however in 2021 Tuesday and Thursdays were the busiest.

### **Financial Overview**

The Fire Chief is the chief for all three organizations, elected by the Company and appointed by the City and the District. The overall annual budget the Fire Chief is responsible for is about \$1.3 million with City and District funds combined, not including any funding from the Capital Improvement Sales Tax. This budget allows for the employment of one full time executive assistant and three part time employees assisting with administration and housekeeping. The largest expense is offsetting the cost of the Washington Communications Department which continues to be the very best communications option for the Fire Department. The funds are used wisely to provide fire and rescue services. The Fire Department was able to save \$159,000 in the 2020-2021 operating budget and able to use that money in the 2021-2022 budget year with a majority used to replace the 30-year-old generator at Fire Headquarters and defective, obsolete generator switch gear at Fire Station 3. If the Fire Department were to become a career department, the cost to the city for the equivalent fire protection in salaries alone would be in excess of \$3.06 million with minimal staffing at each fire station in the City in addition to the \$1.3 million operating expenses.

### **Looking forward 2022**

In 2022 there is a lot more on the planning table. Washington will be hosting the 66<sup>th</sup> annual Fire Fighters Association of Missouri State Convention in May, the sixth time the convention has been brought to Washington and the most for any community in the State. Infrastructure continues to improve as well as firefighter safety. The focus in 2022 is training, training and more training. Late last year, into early this year, the Washington School District offered the old South Point school for unlimited training. Our personnel

made use of the structure to sharpen skills and techniques. Improvements are planned at the Training Center as well and a partnership with Four Rivers Career Center will expand the capabilities and opportunities even further. There will be continued emphasis on firefighter safety including emphasized training on roadway incidents, equipping more trucks with headsets and continued personal protective safety.

We, as a department, work diligently to provide the best protection possible and are continuously working to improve, prepare and respond as needed.

Yours in service,



Tim Frankenberg, CFPS, CSP  
Fire Chief

# Washington Fire Department 2021 Statistical Report

**TOTAL INCIDENTS: 685**

## Incidents by Day of Week

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
83	85	122	100	122	93	80

## Incidents by Month

<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
50	52	51	41	59	69
<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
61	72	50	58	61	61

## Incidents by Time of Day

8:00AM-3:59PM.....315	LEAST AMOUNT.....3:00AM (10)
4:00PM-11:59PM.....243	4:00AM (10)
12:00AM-7:59AM.....127	
	MOST AMOUNT.....2:00PM (52)

	<u>2019</u>	<u>2020</u>	<u>2021</u>
<b>Total Alarms</b>	691	652	685
<b>Training Hours</b>	10,135	5,777	10,320
<b>In-Station Hours</b>	1,014	394	10,522
<b>Activity Hours</b>	4,873	3,573	5,474

# Washington Fire Department Multi-year Statistical Comparison

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Number of Calls .....	597	675	691	652	685
Department Average Response Time.....	4.91	4.75	4.72	4.83	4.44
Number of City Calls (emergency).....	370	378	393	365	324
City Average Response Time .....	4.38	4.26	4.52	4.59	3.54
Number of Rural Calls (em. resp.) .....	143	141	137	125	128
Rural Average Response Time (em. resp.).....	6.07	6.79	6.30	6.58	6.20
Number of Incidents – District 1.....	168	216	245	239	245
Average Response Time- District 1(em. resp.) .....	3.38	3.28	3.62	3.55	3.15
Number of Incidents – District 3.....	61	69	85	73	78
Average Response Time- District 3(em. resp.) .....	4.77	4.87	5.39	5.47	5:18
Number of Incidents – District 4.....	90	93	132	126	130
Average Response Time- District 4(em. resp.) .....	5.01	4.62	4.55	4.77	4.10
Number of Incidents – District 5.....	38	46	50	48	55
Average Response Time- District 5(em. resp.) .....	6.82	7.08	5.01	6.05	6.57
Number of Incidents – District 6.....	27	20	38	32	39
Average Response Time- District 6(em. resp.) .....	7.04	6.2	6.99	6.43	6.51
Number of Incidents – District 7.....	43	31	35	27	46
Average Response Time- District 7(em. resp.) .....	4.91	5.29	4.51	4.97	3.48
Number of Incidents – District 8.....	35	44	39	39	47
Average Response Time- District 8(em. resp.) .....	8.49	8.6	8.71	8.86	7.32
Mutual Aid Received.....	4	9	7	9	13
Mutual Aid Given.....	57	72	67	68	43
No. of Volunteer Personnel Responses .....	4,011	6,468	6866	6557	6939
Number of Hours on Scene .....	395	399	455	354	390
Average Firefighters Per Incident.....	10	10	10	11	10
Still Alarms.....	478	531	544	509	538
First Alarms.....	52	73	69	74	49
Second Alarms .....	1	1	0	2	0
Third Alarms .....	0	0	0	0	0
Special Assignments .....	66	70	78	67	98
Auto Accidents.....	92	140	144	112	128
Extrications .....	15	11	11	15	14
Hazardous Conditions.....	79	94	106	68	117
Structure Fires .....	16	15	28	23	23
Water Rescues.....	2	9	6	3	2

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

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

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF WASHINGTON'S TAXABLE TAX INCREMENT REVENUE NOTE (FRONT & MAIN REDEVELOPMENT PROJECT), SERIES 2022A, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE NOTE

WHEREAS, the City of Washington, Missouri (the "City"), is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri (the "Act"), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, the City Council has heretofore created the Tax Increment Financing Commission of the City of Washington, Missouri (the "TIF Commission"); and

WHEREAS, on February 6, 2017, upon recommendation of the TIF Commission, the City Council adopted Ordinance No. 17-11628 approving the Front & Main Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), designating the redevelopment area described therein (the "Redevelopment Area") as a "redevelopment area" pursuant to the Act, and approving the redevelopment project described therein (the "Redevelopment Project"); and

WHEREAS, on February 6, 2017, the City Council adopted Ordinance No. 17-11629 approving a Redevelopment Agreement (the "Redevelopment Agreement") between the City and Front Street Development, LLC (the "Developer"), which provides that the City will issue a tax increment financing revenue note (the "TIF Note") to the Developer to evidence the right of the Developer to receive reimbursement of eligible redevelopment project costs incurred in the implementation of the Redevelopment Project from tax increment financing revenues generated within the Redevelopment Area; and

WHEREAS, the City Council hereby finds that the actions described above are in the best interests of the residents of the City and are in furtherance of the Redevelopment Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, MISSOURI, AS FOLLOWS:

Section 1. Approval of Execution and Delivery of the TIF Note. The City hereby approves the execution, delivery and sale by the City of its Taxable Tax Increment Revenue Note (Front & Main Redevelopment Project), Series 2022A, in substantially the form attached as Exhibit A and incorporated herein by reference, to reimburse the Developer for redevelopment project costs incurred in connection with the Redevelopment Project. The TIF Note shall mature, shall be subject to redemption, shall bear interest at the rate and shall be secured as provided therein.

Section 2. Execution of Documents. The Mayor is hereby authorized and directed to execute the TIF Note and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The City Clerk is hereby authorized and directed to attest to the TIF Note and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the TIF Note.

Section 4. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage by the City Council and approval by the Mayor.

PASSED by the City Council and APPROVED by the Mayor of the City of Washington, Missouri, this \_\_\_\_ day of February, 2022.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**FORM OF TIF NOTE**

THIS NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN-DESCRIBED ORDINANCE.

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

No. R-1

**Registered  
\$1,510,000  
(See Schedule A attached)**

**CITY OF WASHINGTON, MISSOURI**

**TAXABLE TAX INCREMENT REVENUE NOTE  
(FRONT & MAIN REDEVELOPMENT PROJECT)  
SERIES 2022A**

**INTEREST RATE: 7.5%**

**MATURITY DATE: February 5, 2040**

**REGISTERED OWNER:** Front Street Development, LLC

**PRINCIPAL AMOUNT:** See SCHEDULE A attached hereto.

The CITY OF WASHINGTON, MISSOURI, an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the registered owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate shown above. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an "Interest Payment Date"), beginning on the first Interest Payment Date following the initial transfer of moneys from the Special Allocation Fund to the Revenue Fund. Interest that remains unpaid on any Interest Payment Date shall be compounded semiannually.

*Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Redevelopment Agreement dated as of February 17, 2017 between the City and Front Street Development, LLC (the "Agreement").*

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON FEBRUARY 5, 2040, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

The principal of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal office of the City Clerk of the City of Washington, Missouri, as

paying agent (the “Paying Agent”). The Paying Agent shall keep a register containing the name and mailing address of the registered owner of this Note as well as a record of the outstanding principal and interest due on this Note (the “Register”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the Register at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the “Record Date”). Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such registered owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Paying Agent by such registered owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank, its ABA routing number, the name and account number to which such registered owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee may be charged by the Paying Agent. The principal or redemption price of and interest on this Note shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Note is being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Front & Main Tax Increment Financing Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, inclusive, of the Revised Statutes of Missouri (the “TIF Act”), and pursuant to an Ordinance adopted by the City Council on February \_\_, 2022 (the “Ordinance”).

This Note constitutes a special, limited obligation of the City payable as to principal, premium, if any, and interest solely from the Developer Portion of the Available Revenues.

“Developer Portion of the Available Revenues” means an amount equal to seventy-five percent (75%) of the Available Revenues.

“Available Revenues” means all Payments in Lieu of Taxes on deposit in the PILOTs Account of the Special Allocation Fund and all Economic Activity Taxes on deposit in the EATs Account of the Special Allocation Fund, in each case excluding (a) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (b) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum, and (c) an amount equal to 100% of the TIF Revenues generated by taxes levied by the Washington Ambulance District within the Redevelopment Area (which amount will be reimbursed to the Washington Ambulance District pursuant to Section 99.848 of the TIF Act).

“Payments in Lieu of Taxes” or “PILOTs” shall have the meaning ascribed to such term in Section 99.805 and Section 99.845 of the TIF Act, but not including any tax, license or fee that is excluded from tax increment financing by Missouri law.

“Economic Activity Taxes” or “EATs” shall have the meaning ascribed to such term in Section 99.805 and Section 99.845 of the TIF Act, but not including any tax, license or fee that is excluded from tax increment financing by Missouri law.

This Note shall not constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. Neither the City, the Tax Increment Financing Commission of the City of Washington, the commissioners of said Commission, the officers and employees of the City, nor any person executing this Note shall be personally liable for such obligation by reason of the issuance thereof.



The Developer Portion of the Available Revenues shall be applied to payments on this Note as follows: first, to pay the fees and expenses of the Paying Agent; second, to pay the City Fees; third, to pay the scheduled principal, premium or interest becoming due on this Note as it becomes due; and fourth, to redeem this Note in accordance with the special mandatory redemption provisions set forth herein.

NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THIS NOTE IS SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTIONS 5.02, 5.03 AND 7.01 OF THE AGREEMENT.

This Note is subject to optional redemption by the City in whole or in part at any time at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

This Note is subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days (10 days if the Note is owned by the Developer) prior to each Interest Payment Date, is on deposit in the Special Allocation Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any portion of this Note is to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days (5 days if this Note is owned by the Developer) and not more than 60 days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the Register as of the date of such notice. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Paying Agent to effect the required redemption, this Note or portion hereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) this Note or portion hereof so called for redemption shall cease to bear interest, shall no longer be secured by the Developer Portion of the Available Revenues and shall not be deemed to be outstanding. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause this Note or portion hereof so called for redemption to remain outstanding.

This Note is issuable in the form of a fully-registered note in the denomination of \$0.01 or any integral multiple thereof ("Authorized Denominations").

This Note shall be redeemed only in the principal amount of \$0.01 or any integral multiple thereof. When less than all of this Note is to be redeemed and paid prior to maturity, such portion shall be redeemed in Authorized Denominations by the Paying Agent in such equitable manner as it may determine.

This Note may be transferred or exchanged only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or the registered owner's duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS THAT TERM IS DEFINED BELOW. Accordingly, this Note will be transferable only upon prior delivery to the Paying Agent of a letter in substantially the form attached as Attachment I, signed by the transferee, showing that such transferee is

an Approved Investor. After the Paying Agent receives the foregoing statement, a new Note of the same maturity and in the same principal amount outstanding as the Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor. The City and the Paying Agent may deem and treat the person in whose name this Note is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

“Approved Investor” means (a) the Developer, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, or (c) a “qualified institutional investor” under Rule 144A promulgated under the Securities Act of 1933, as amended.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the CITY OF WASHINGTON, MISSOURI, has executed this Note by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on Schedule A.

CITY OF WASHINGTON, MISSOURI

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

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

7a

---

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

(Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Note on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

**SCHEDULE A**

**CERTIFICATE OF AUTHENTICATION**

This Note is one of the Notes described in the within-mentioned Ordinance.

<u>Date<sup>(1)</sup></u>	<u>Additions to Principal Amount</u>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Paying Agent</u>
_____, 20__	\$	\$	\$	
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				

(1) Date of Advance (which constitutes Date of Registration with respect to such portion of the Note) or Interest Payment Date. Advances are limited to one per calendar quarter.

**ATTACHMENT I**

**PURCHASER'S LETTER OF REPRESENTATIONS**

[Date]

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

Re: City of Washington, Missouri, Taxable Tax Increment Revenue Note (Front & Main Redevelopment Project), Series 2022A

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of \$1,510,000 principal amount of the above-referenced note (the "Note"), issued by the City of Washington, Missouri (the "City"). The Note is secured by the Developer Portion of the Available Revenues (as defined in the Note) in the manner set forth therein. The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Note. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Note. The undersigned understands that the Note is repayable solely from the Developer Portion of the Available Revenues, subject to annual appropriation by the City Council of the City.

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Note. The undersigned acknowledges that the City and Front Street Development, LLC or its approved successors or assigns in interest (the "Developer") have offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Note, this financing transaction, the City and the Developer.

3. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Note. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Note based solely upon its own inquiry and analysis.

4. The undersigned understands that the Note does not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.

5. The undersigned is familiar with and has counsel who is familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities,

including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Note or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Note as set forth in paragraph 7 below.

6. The undersigned is purchasing the Note for its own account for investment (and not on behalf of another) and has no present intention of reselling the Note or dividing its interest therein; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Note at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Note as set forth in paragraph 7 below.

7. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Note shall be limited to the sale, assignment, negotiation or transfer to an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, or to a "qualified institutional investor" under Rule 144A promulgated under the Securities Act of 1933, as amended.

8. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer of sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Note by the undersigned in violation of this letter.

9. The undersigned has satisfied itself that the Note may be legally purchased by the undersigned.

10. The undersigned represents to each of you that the undersigned is an Approved Investor (as defined in the Note).

Sincerely,

\_\_\_\_\_  
as Purchaser

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



February 7, 2022

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Front Street Development TIF Note Issuance

Mayor & City Council,

On your agenda for the February 7<sup>th</sup>, 2022 meeting is an ordinance to issue the TIF Notes for the Front Street Development LLC redevelopment. In 2017, the TIF Commission and City Council voted to approve a new TIF district to help fund the projected \$12,000,000 redevelopment of Front Street and Main Street between Market and Jefferson Streets. The development agreement allows for \$1,510,000 to be paid out to the developer and \$550,000 to the City for public improvements in the area. As property and sales tax from the district come in, 75% of the increase is paid to the developer and 25% is retained by the City. In order to receive their portion of funds, the developer has elected to have a TIF Note issued and then repaid with their portion of the tax increases.

Approval of the ordinance issues the \$1,510,000 Note and allows the City to release the 75% of collected income in accordance with the 2017 development agreement.

**Project Status Update:**

13 of the 25 required residential units completed. Zero of the 7,000 sq. ft. of commercial space completed.

2017 Assessed Value: \$216,323

2020 Assessed Value: \$906,920

Projected Value: \$1,796,840

Sincerely,

Sal Maniaci

Community and Economic Development Director

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

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

AN ORDINANCE AMENDING SECTION 300.010 OF THE  
CODE OF THE CITY OF WASHINGTON, MISSOURI AND  
ADDING THERETO A NEW SECTION RELATING TO  
ELECTRIC BICYCLES

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

SECTION 1: Section 300.010 of the Code of the City of Washington, Missouri is hereby amended by adding thereto the following:

Electric bicycle – a bicycle equipped with fully operational pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

- (a) Class 1 electric bicycle – an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour;
- (b) Class 2 electric bicycle – an electric bicycle equipped with a motor that that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour; or
- (c) Class 3 electric bicycle - an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour;

SECTION 2: Section 300.010 of the Code of the City of Washington, Missouri is hereby amended as follows:

All-terrain vehicle - Any motorized vehicle manufactured and used exclusively for off-highway use, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, traveling on three (3), four (4) or more non-highway tires, with either:

- (a) a seat designed to be straddled by the operator and handlebars for steering control, but excluding an electric bicycle; or
- (b) A width of fifty (50) inches or less, measured from outside of tire rim to outside of tire rim, regardless of seating or steering arrangement;



Emergency Vehicles - A vehicle of any of the following types:

1. A vehicle operated by the State Highway Patrol, the Missouri Capitol Police, a Conservation Agent or a State Park Ranger, those vehicles operated by enforcement personnel of the State Highways and Transportation Commission, Police or Fire Department, Sheriff, Constable or Deputy Sheriff, Federal Law Enforcement Officer authorized to carry firearms and to make arrests for violations of the laws of the United States, Traffic Officer, Coroner, Medical Examiner, or forensic investigator of the County Medical Examiner's Office, or by a privately owned emergency vehicle company;

Motorized bicycle - Any two-wheeled or three-wheeled device having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters which produces less than three (3) gross brake horsepower and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground, but excluding an electric bicycle.

Motor vehicle - Any self-propelled vehicle not operated exclusively upon tracks, except farm tractors, electric bicycles, and motorized bicycles.

Motorcycle - Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding an electric bicycle and a tractor.

Motortricycle - A motor vehicle upon which the operator straddles or sits astride that is designed to be controlled by handle bars and is operated on three (3) wheels, including a motorcycle while operated with any conveyance, temporary or otherwise, requiring the use of a third wheel, but excluding an electric bicycle.

SECTION 3: The Code of the City of Washington, Missouri is hereby amended by adding thereto the following:

1. Except as otherwise provided in this section, every person riding an electric bicycle shall be granted all of the rights and shall be subject to all of the duties applicable to the operator of a bicycle. An electric bicycle shall be considered a vehicle to the same extent as a bicycle.
2. An electric bicycle or a person operating an electric bicycle is not subject to provisions of law that are applicable to motor vehicles, all-terrain vehicles, off-road vehicles, off-highway vehicles, motor vehicle rentals, motor vehicle dealers or franchises, or motorcycle dealers or franchises, including vehicle registration, certificates of title, drivers' licenses, and financial responsibility.

3. An electric bicycle shall operate in a manner so that the electric motor is disengaged or ceases to function when the rider stops pedaling or when the brakes are applied.
4. An electric bicycle may be ridden where bicycles are permitted to travel, subject to the following provisions:
  - (1) An electric bicycle may be ridden on bicycle or multi-use paths where bicycles are permitted;
  - (2) The provisions of this subsection shall not apply to a trail that is specifically designated as nonmotorized and that has a natural surface tread that is made by clearing and grading the native soil with no added surfacing materials.
5. The use of class 3 electric bicycles shall be subject to the following provisions:
  - (1) No person under sixteen years of age shall operate a class 3 electric bicycle. A person under sixteen years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers; and
  - (2) All class 3 electric bicycles shall be equipped with a speedometer that is capable of displaying the speed an electric bicycle is traveling in miles per hour.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

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

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

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

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

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



January 24, 2022

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

RE: Code Amendment

Honorable Mayor and Council:

The attached ordinance adds the following definition of Electric Bicycles to Section 300.010 of the Code of the City of Washington, Missouri due to Missouri State Legislature Changes.

We recommend approval of the attached ordinance.

Respectfully submitted,

Sherri Klekamp, MRCC  
City Clerk

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT WITH GIRDNER CONTRACTING, LLC FOR THE 2022 SNAP-TITE CULVERT LINING PROJECT

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 Contract Agreement by and between Girdner Contracting, LLC and the City of Washington, Missouri. 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 agreement, and to do all things necessary by the terms of said agreement.

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

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

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

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

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

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

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

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

**"Exhibit A"**  
**CONTRACT AGREEMENT**  
**2022 SNAP-TITE CULVERT LINING PROJECT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF WASHINGTON, MISSOURI, party of the first part; hereinafter termed the "City", and **Girdner Contracting, LLC** party of the second part, hereinafter termed in this agreement as the "Contractor".

WITNESSETH:

THAT WHEREAS, the City has caused to be prepared specifications and other contract documents for the work herein described, and has approved and adopted these contract documents and has invited proposals for the furnishing of materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this contract; and,

WHEREAS, the Contractor, in response to the invitation, submitted to the City in the manner and at the time specified, a proposal in accordance with the terms of the contract; and,

WHEREAS, the City has opened, examined and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, to its, his or their executors and administrators, as follows:

ARTICLE I: That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials required, and construct and complete in a good first class and workmanlike manner, the work as designated, described and required by the plan, specifications and proposals for construction of the improvement, all in accordance with the specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents from the contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the City.

Contractor shall provide (a) a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health

approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project. (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project. (c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a). (d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing City as a result of any violation of this section.

ARTICLE II: Specifically, the Contractor shall comply in all respects with the Anti-Discrimination Provisions.

ARTICLE III: In accordance with the provisions of Section 34.600 RSMo. the Contractor shall, upon execution of the Contract, execute and deliver to the City an affidavit in the form marked **Affidavit of Compliance with Section 34.600 RSMo** attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Contract void.

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

ARTICLE V: Contractor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign the affidavit, attached hereto and made a part of this contract, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that

the subcontractor's employees are lawfully present in the United States.

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of One Hundred Two Thousand Five Hundred dollars and Zero cents (\$102,500.00), for all work covered in the Base Proposal Bid.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

GIRDNER CONTRACTING, LLC

CITY OF WASHINGTON  
COUNTY OF FRANKLIN  
STATE OF MISSOURI

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk





January 14, 2022

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

**RE: 2022 Snap-Tite Culvert Lining Project**

Dear Mayor and City Council Members:

On January 7, 2022 the City received the following bids for this project:

Girdner Contracting, LLC	\$ 102,500.00
Ballmann Earthworks, LLC	\$ 145,000.00
Hank's Excavating and Landscaping, Inc.	\$ 155,000.00
SCE, Inc.	\$ 177,395.00
Kelpe Contracting, Inc.	\$ 178,700.00
KJU, Inc.	\$ 185,000.00
<i>Engineer's Estimate</i>	<i>\$ 140,000.00</i>

Find in this packet an ordinance for your consideration that would allow the City to enter into a contract with Girdner Contracting, LLC. in the amount of \$102,500.00. The contractor will have a February 25, 2022 completion date. The project includes installing new 36" Snap-Tite pipe through existing 48" CMP, grouting voids, installing new flap gates, and repairing eroded areas with rip-rap.

Respectfully submitted,

*Andrea F. Lueken*

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



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING AND DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE AND RECYCLABLES IN THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Second Amendment to Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Residential Municipal Solid Waste and Recyclables in the City of Washington, Missouri by and between the City of Washington, Missouri and Waste Connections of Missouri, Inc., a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Second Amendment 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**

**SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
RESIDENTIAL MUNICIPAL SOLID WASTE AND RECYCLABLES  
IN THE CITY OF WASHINGTON  
STATE OF MISSOURI**

THIS SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT (this “First Amendment ”) is made and entered into as of \_\_\_\_\_, 2022, by and between Waste Connections of Missouri, Inc. (the “Service Provider”), and the City of Washington, Missouri (the “City”).

WHEREAS, the City and the Service Provider previously entered into a certain Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Residential Municipal Solid Waste and Recyclables in the City of Washington, State of Missouri (the “Agreement”); and

WHEREAS, the City and the Service Provider desire to amend certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**I. SECTION 3. OPERATIONS.**

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Recyclables (as provided herein) (i) generated and accumulated by Residential Units, and (ii) placed within Recycling Cart, Bags or Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided at those Residential Units), all within the City’s corporate limits, including any territories annexed by the City during the term of this Agreement (the “Services”). Municipal Solid Waste will be put in Containers and/or bags of the resident choice that

are no more than thirty-five (35) gallons in volume and weigh no more than fifty (50) pounds. Residential Units may utilize larger receptacles provided they meet the specifications set forth on the current "Approved Refuse Containers" list on file with the City Clerk. Containers shall be equipped with adequate handles to facilitate ease of handling. Containers cannot be loaded above the level of the top. Recyclables must be placed in a Recycling Cart and the Recycling Cart may not be overloaded by weight or volume. The Recycling Cart may not be loaded to an extent that prohibits the lid from completely closing.

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with

the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclables, the title to all Municipal Solid Waste and Recyclables, collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All Municipal Solid Waste and Recyclables shall be collected from each Residential Unit not less than once per week.

Bulky Item collection shall be as follows:

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

The Service Provider shall collect, remove and dispose of Municipal Solid Waste, Recyclables, and Bulky Items Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m., except, that if a regular scheduled pick up

falls on a holiday, service will be provided the following day between the hours specified above.

C. Title to Waste. Title to and liability for Municipal Solid Waste and Recyclables shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. The residents of the City shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any waste which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/generator of such Excluded Waste, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify such resident/generator and the City that the Service Provider may not lawfully collect such Excluded Waste.

II. Except as set forth herein, all other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

SERVICE PROVIDER:

CITY:

WASTE CONNECTIONS OF MISSOURI, INC.,

CITY OF WASHINGTON,  
MISSOURI

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_



January 24, 2022

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

RE: Bulk Trash Collection – Contract Change

Dear Mayor and City Council Members:

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

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

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

*Bulky Item collection shall be as follows:*

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

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

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

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

This updated service would begin at the end of February.

Thank you for your consideration

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'John Nilges', is written over the typed name.

John Nilges, P.E.  
Public Works Director

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

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

AN ORDINANCE REPEALING SECTION 140.030 AND  
SECTION 220.015.A.4 OF THE CODE OF THE CITY OF  
WASHINGTON, MISSOURI

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

SECTION 1: Section 140.030 of the Code of the City of Washington is hereby repealed.

SECTION 2: Section 220.015.A.4 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

4. A bill is considered delinquent after thirty (30) days from the date of billing. A delinquent bill shall be subject to a penalty of ten percent (10%) applied to the delinquent balance in addition to interest at the rate of one and one-half percent (1 1/2%) per month on the delinquent balance. For any bill not paid within fifteen (15) days after the bill becomes delinquent, the customer's service shall be discontinued until the bill is paid.

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



# Memo

**To:** Mayor and City Council  
**From:** Mary Sprung  
**Date:** January 25, 2022  
**Re:** City Code Change-Landfill

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Section 220.015 Use of Municipal Landfill A.4. currently states that a landfill bill is considered delinquent after 20 days from the date of billing.

We are requesting to change this from 20 to 30 days which is standard business practice for collection of accounts receivable. This will enable more of our customers to be able to pay on time without being charged additional fees.

We do offer free automatic bank drafting and we are looking into the cost for online credit card payment as an option in the near future, which will also help customers to more conveniently make payments to the City.