

**COUNCIL WORKSHOP MEETING  
MONDAY, FEBRUARY 7, 2022 – 6:00 p.m.  
COUNCIL CHAMBER  
405 JEFFERSON STREET  
WASHINGTON, MO**

**INTRODUCTORY ITEMS:**

Roll call/Pledge of Allegiance

**ACTION:**

**1. APPROVAL OF MINUTES:**

Approval of the January 3, 2022 Workshop minutes

Approve/Mayor

**2. PRESENTATIONS:**

A. International Shoe Factory Wrap-Up

Discussion

**3. REPORT OF DEPARTMENT HEADS:**

A. Administration Department –

a. Code Amendment – Electric Bicycles

Discuss-Send to Council

b. Re-Use of APRA Funds (handouts will be provided)

Discussion

B. Engineering Department –

a. 2022 Snap-Tite Culvert Lining Project

Discuss-Send to Council

b. Bulk Trash Collection Contract Change

Discuss-Send to Council

C. Finance Department –

a. Code Repeal - Landfill Fees

Discuss-Send to Council

**4. EXECUTIVE SESSION:**

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

ROLL CALL VOTE

**5. ADJOURNMENT:**

**MINUTES OF THE  
CITY OF WASHINGTON, MISSOURI  
COUNCIL WORKSHOP MEETING  
JANUARY 3, 2022**

The Council Workshop Meeting was held on Monday, January 3, 2022 at 6:00 p.m. in the Council Chamber, 405 Jefferson Street, Washington, Missouri. Mayor Lucy opened the meeting with roll call and Pledge of Allegiance.

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

<b>Also Present:</b>	City Administrator	Darren Lamb
	Human Resources Manager	Shauna Pfitzinger
	Library Director	Nelson Appell
	Building Official	Tom Neldon
	Street Superintendent	Tony Bonastia
	Public Works Director	John Nilges
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Fire Chief	Tim Frankenberg
	Police Chief	Ed Menefee

**Approval of Minutes**

A motion to approve the minutes from the December 6, 2021 Workshop meeting as presented made by Sullentrup, seconded by Pettet passed without dissent.

**Report of Department Heads**

**A. Administration Department -**

**a. Downtown Washington, Inc. Contract**

*December 30, 2021*

*Honorable Mayor and City Council*

*Washington, MO*

*Re: Renewal of Contract with Downtown Washington Inc.*

*Dear Mayor and Council,*

*During the 2019/20 budget review, it was determined to gradually increase the contract for services provided by Downtown Washington Inc. from \$20,000 to \$32,000 in the 2020/21 budget and to increase the amount to \$35,000 in the 2021/22 budget. These increases are based upon*

January 3, 2022

*information provided by Downtown Washington Inc. from other Main Street programs across the State of Missouri.*

*In the City Council packet there will be an ordinance reflecting said increase. Staff recommends approval.*

*Sincerely,*

*Darren Lamb, AICP*

*City Administrator*

After City Administrator Darren Lamb discussed the contract, a motion to forward to Council made by Holtmeier, seconded by Sullentrup, passed without dissent.

**b. Chamber of Commerce Agreement**

*December 30, 2021*

*Honorable Mayor and City Council*

*Washington, MO*

*Re: Renewal of Chamber of Commerce Agreement – Economic Development*

*Dear Mayor and Council,*

*On your agenda is a contract renewal for the Economic Development Director position. The Chamber of Commerce has historically participated with the City for the salary of this position. In 2019, the City and Chamber developed an agreement outlining the responsibilities of both agencies for a three-year term expiring in January of 2022.*

*City staff and Chamber representatives recently met to review the agreement and both parties recommend an additional three-year term with no changes.*

*Sincerely,*

*Darren Lamb, AICP*

*City Administrator*

After City Administrator Darren Lamb discussed the agreement, a motion to forward to Council made by Holtmeier, seconded by Pettet, passed without dissent.

**c. Tourism Commission Agreement**

*December 30, 2021*

*Honorable Mayor and City Council*

*Washington, MO*

*Re: Renewal of Tourism Commission Agreement*

*Dear Mayor and Council,*

*On your agenda is a contract renewal with the Washington Tourism Commission. In addition to this agreement, the City consents to the Tourism Commission contracting with the Washington Chamber of Commerce to promote tourism (separate agreement). In 2019, the City, Washington Tourism Commission and the Chamber developed an agreement outlining the responsibilities of all parties for a three-year term expiring in January of 2022.*

*City staff and Chamber representatives recently met to review the agreements and recommend an additional three-year term with no changes.*

*Sincerely,*

*Darren Lamb, AICP*

*City Administrator*

After City Administrator Darren Lamb discussed the Tourism Commission Agreement and the Tourism Commission and Chamber of Commerce Agreement, a motion to forward to Council made by Holtmeier, seconded by Pettet, passed without dissent.

January 3, 2022

**d. Tourism Commission & Chamber of Commerce Agreement**

*December 30, 2021*

*Honorable Mayor and City Council*

*Washington, MO*

*Re: Renewal of Tourism Commission Agreement*

*Dear Mayor and Council,*

*On your agenda is a contract renewal with the Washington Tourism Commission. In addition to this agreement, the City consents to the Tourism Commission contracting with the Washington Chamber of Commerce to promote tourism (separate agreement). In 2019, the City, Washington Tourism Commission and the Chamber developed an agreement outlining the responsibilities of all parties for a three-year term expiring in January of 2022.*

*City staff and Chamber representatives recently met to review the agreements and recommend an additional three-year term with no changes.*

*Sincerely,*

*Darren Lamb, AICP*

*City Administrator*

With no further discussion, a motion to forward to Council made by Holtmeier, seconded by Pettet, passed without dissent.

**B. Building Department -**

**a. Manpower & Permitting**

Public Works Director John Nilges and Building Official Tom Neldon presented to Council the Building Department Staffing needs for 2022. Topics of discussion included: inspection and permit summary for 2021, inspection and plan review man-hour summaries, summary of solutions and what the future holds for 2022. Discussions ensued regarding staffing budget, responsibilities within the Building Department, qualifications, cross training, City growth and staffing needs. Staff will discuss budget numbers with the Finance Department and will have a report at the next Council Meeting.

**C. Engineering Department -**

**a. DJD Enterprises, LLC Easement Deed**

*December 28, 2021*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, MO 63090*

*RE: Fourth and Fair Street Overlay Project*

*Easement Ordinance and Deed at 111 West Fourth Street*

*Dear Mayor and City Council Members:*

*Find attached for your review and approval a temporary construction easement (TCE) ordinance for 111 West Fourth Street. The project is expanding in scope to include additional driveway work at this location and a TCE is required and is being donated by the property owner.*

*The project's sidewalk construction will require improved grade transitions beyond the original scope of work. Additionally the property owner voiced concern about the existing parking lot and how it may be affected. It was determined that now is the time to make modifications. The City proposes to enter into a 50/50 cost share with the property owner to include additional driveway*

January 3, 2022

*work to address their concerns as well. The property owner will be responsible for \$1,984.00 (half of 426.7 sf @ \$9.30/sf), payable to the City once the work is complete. Please see attached signed agreement with property owner.*

*Please refer to the map attachment which indicates the location of this property and TCE.*

*Respectfully submitted,*

*Andrea F. Lueken, P.E.*

*Assistant City Engineer*

After Public Works Director John Nilges discussed the easement deed, a motion to forward to Council made by Sullentrup, seconded by Holtmeier, passed without dissent.

**D. Fire Department -**

**a. Extrication Tool**

*December 28, 2021*

*Honorable Mayor and City Council*

*405 Jefferson Street*

*Washington, MO 63090*

*RE: Extrication Tool*

*Dear Honorable Mayor and City Council:*

*Attached you will find an ordinance to move forward with the purchase of a battery operated extrication tool. This is an expense item in the 2021/22 annual budget.*

*Bids were received from Sentinel Emergency Solutions from St. Louis County and Alex Air Apparatus from Alexandria, Minnesota. The bids were the same for both bidders. Alex Air Apparatus has a sales representative located in Jefferson City, MO that has provided stellar service for the Hurst vehicle extrication equipment for quite some time. Alex Air Apparatus is recommended as the vendor based on the relationship as the extrication tool service provider.*

*The bid for a Hurst hydraulic combination spreader/cutter extrication tool including two batteries and charger for \$11,760.00. This is the department's third such tool added to the fleet to expand the rescue capabilities.*

*This is a budgeted item in the fire department capital budget. It is below the \$12,000 that was budgeted for this item. The Hurst tool will match the other two we currently own and operate in our fleet.*

*If you have any questions, please let me know.*

*Respectfully,*

*Tim Frankenberg, CFPS, CSP*

*Fire Chief*

After Fire Chief Tim Frankenberg discussed the purchase, a motion to forward to Council made by Hidritch, seconded by Sullentrup, passed without dissent.

**Miscellaneous:**

\*Economic Development Director Sal Maniaci updated Council on the new 10-year City Comprehensive Plan for the years 2023 to 2033. Discussion ensued regarding the comprehensive plan goals and objectives and the ability to integrate maps with the City's current GIS Program.

\*Brief discussion on electronic sign for the Chamber of Commerce and Downtown Washington, Inc.

January 3, 2022

**Adjournment**

With no further business to discuss, a motion to adjourn made at 6:56 p.m. by Holtmeier, seconded by Pettet, passed without dissent.

January 3, 2022



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,

A handwritten signature in blue ink that reads "Sherri Klekamp". The signature is written in a cursive style.

Sherri Klekamp, MRCC  
City Clerk

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 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

3Ba

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 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 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: \_\_\_\_\_

# 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.

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