

**SPECIAL MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, APRIL 17, 2023
 (IMMEDIATELY FOLLOWING REGULAR COUNCIL MEETING)
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Oath of Office - Newly Elected Officials
 Roll Call / Pledge of Allegiance

Approval and Adjustment of Agenda including Consent Agenda

- a. Collector's/Treasurer's Report Summary - November 2022
- b. Investment Report - November 2022
- c. Final Payment Request - Riverfront Playground
- d. Liquor License Approval - Back Alley Entertainment LLC

Need Motion/Mayor

Memo

2. PRIORITY ITEMS:

- a. Election of Mayor Pro Tem
- b. Election of Council Member to P&Z Commission
- c. Election of Council Member to 353 Redevelopment Corporation
- d. Election of Board of Health

Nomination by City Council/Vote
 Nomination by City Council/Vote
 Nomination by City Council/Vote
 Nomination by City Council/Vote

Mayor's Presentations, Appointments & Reappointments

- e. Proclamation - Arbor Day
- f. Proclamation - Veterans of Foreign Wars 85th Anniversary
- g. Franklin County Transportation Committee Appointment
- h. Industrial Development Authority Appointments
- i. Planning & Zoning Reappointment
- j. Police Department Reappointment

Mayor
 Mayor
 Approve/Mayor
 Approve/Mayor
 Approve/Mayor
 Approve/Mayor

Memo
 Memo
 Memo
 Memo

3. PUBLIC HEARINGS:

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- | | | |
|---|----------------------------|------|
| a. An ordinance accepting the Proposal from Horn Architects for Standard Architectural Services for the 2023 Building Code Review. | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance accepting the Quote from First Due for Fire Department Records Management and amend the 2022/2023 Budget. | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance accepting the Proposal from Macqueen Emergency for the purchase of a Pierce Enforcer Pumper. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Tax Exempt Lease Purchase with PNC Equipment Finance for the purchase of a Pierce Enforcer Pumper. | Read & Int/Read/Vote/Mayor | Memo |
| e. An ordinance accepting the Bid from S-K Contractors Inc. for installation of restroom and pavilion siding at Optimist Skate Park. | Read & Int/Read/Vote/Mayor | Memo |
| f. An ordinance authorizing and directing the execution of a Downtown Building Rehabilitation Agreement by and between the City of Washington, Missouri and Sirens Hotel, LLC. | Read & Int/Read/Vote/Mayor | Memo |
| g. An ordinance amending Sections 215.075 and 400.195 of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| h. An ordinance amending Sections 600.010, 600.020.C, 600.030, 600.035, 600.047, 600.055.A, 600.055 and 600.085.A of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| i. An ordinance amending Sections 605.010, 605.060, 605.090, 605.160, 620.030 and 620.050 of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |
| j. An ordinance amending the Provisions of Title III Traffic Code, Schedule V Restricted Parking of the Code of the City of Washington, Missouri at the location described below. | Read & Int/Read/Vote/Mayor | Memo |
| k. An ordinance approving a Boundary Adjustment for the amended Stone Crest Subdivision Plat 1 in the City of Washington, Franklin County, Missouri. | Read & Int/Read/Vote/Mayor | |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY'S REPORT:

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

Roll Call Vote

13. INFORMATION:

- a. Arbor Day & Earth Day Celebration - April 22, 2023

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, APRIL 13, 2023

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

CITY OF WASHINGTON
 CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY
 NOVEMBER 2022

CASH FUNDS	City Collector's Report			Adjusted Cash Position						
	CASH BALANCE AS OF 11/1/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 11/30/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 11/30/2022	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
GENERAL FUND ②	1,741,214.97	889,617.24	(1,001,616.98)	1,629,215.23	(69,626.45)	(10,043.05)	1,549,545.73	1,946,336.31	(1,665,393.30)	1,830,488.74
LIBRARY FUND ②	365,027.34	11,435.13	(52,029.14)	324,433.33	(207,265.15)	(51,478.57)	65,689.61	0.00	0.00	65,689.61
VOLUNTEER FIRE FUND	1,748,980.86	9,224.63	(144,438.42)	1,613,767.07	0.00	(26,222.78)	1,587,544.29	0.00	0.00	1,587,544.29
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	1,108,753.08	3,618.89	(3,301.16)	1,109,070.81	0.00	0.00	1,109,070.81	0.00	0.00	1,109,070.81
STORM WATER IMPROVEMENT FUND	2,221,946.56	141,942.25	(19,426.04)	2,344,462.77	0.00	0.00	2,344,462.77	1,853,676.00	0.00	4,198,138.77
CAPITAL IMPROVEMENT SALES TAX FUND	1,920,424.28	225,901.78	(233,715.30)	1,912,610.76	0.00	0.00	1,912,610.76	0.00	0.00	1,912,610.76
TRANSPORTATION SALES TAX FUND ②	242,139.14	289,041.03	(171,906.13)	359,274.04	0.00	0.00	359,274.04	0.00	0.00	359,274.04
DEBT SERVICE C.O.P. FUND	4,007,373.97	13,079.78	0.00	4,020,453.75	(1,643,338.39)	0.00	2,377,115.36	0.00	0.00	2,377,115.36
DOWNTOWN TIF RPA-1 FUND	967,192.88	2,345.11	0.00	969,537.99	0.00	0.00	969,537.99	0.00	0.00	969,537.99
FRONT & MAIN TIF RPA-3 FUND	25,107.75	60.88	0.00	25,168.63	0.00	0.00	25,168.63	0.00	0.00	25,168.63
RHINE RIVER TIF RPA-2 FUND	469.82	1.14	0.00	470.96	0.00	0.00	470.96	0.00	0.00	470.96
WATER FUND	454,897.95	199,888.43	(128,535.72)	526,250.66	0.00	0.00	526,250.66	0.00	(397,743.50)	128,507.16
SEWAGE TREATMENT FUND	(266,791.17)	216,670.00	(232,946.59)	(283,067.76)	0.00	0.00	(283,067.76)	0.00	(581,544.75)	(864,612.51)
SOLID WASTE FUND	3,821,901.35	217,514.40	(235,637.88)	3,803,777.87	(7,164,967.85)	0.00	(3,361,189.98)	0.00	(796,010.75)	(4,157,200.73)
PHOENIX CENTER II CID FUND	5,769.59	43,835.23	(43,396.88)	6,207.94	0.00	0.00	6,207.94	0.00	0.00	6,207.94
TOTALS	\$ 18,364,408.37	\$ 2,264,175.92	\$ (2,266,950.24)	\$ 18,361,634.05	\$ (9,085,197.84)	\$ (87,744.40)	\$ 9,188,691.81	\$3,800,012.31	\$(3,440,692.30)	\$ 9,548,011.82

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 1,207.76


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

4/4/23
 DATE



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

4/3/2023
 DATE

① = Resolution No. 11-108880 15% =Fund Balance Reserved For General Operating Fund
 25% - Fund Balace Reserve For Enterprise Funds (Water, Sewer, and Solid Waste)

② = Annually in October, Transfers for debt service and subsidy allocations are done which may result in a negative cash balances until tax revenues come in at calendar year end.

CITY OF WASHINGTON MONTHLY INVESTMENT REPORT

 NOVEMBER 2022	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN(LOSS)	INVESTMENT INCOME	EXPENSE	SOLD/REINVESTED 10/01/22 - 09/30/23	ENDING ADJUSTED COST
	GOVERNMENT BONDS:								
US TRASURY BILL	8/11/2022	0.000%	7/13/2023	\$ 469,562.28	1,219.68	-	-	-	\$ 470,781.96
US TREASURY NOTE	7/27/2022	1.250%	7/31/2023	\$ 1,006,282.56	2,177.52	-	-	-	\$ 1,008,460.08
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 466,992.00	854.40	-	-	-	\$ 467,846.40
IBN: BOND TOTALS:				\$ 1,942,836.84	\$ 4,251.60	\$ -			\$ 1,947,088.44
CERTIFICATES OF DEPOSITS:									
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$ 236,645.50	(781.55)	-	-	-	\$ 235,863.95
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$ 239,320.90	(539.00)	-	-	-	\$ 238,781.90
KS STATE BANK CD	2/9/2018	2.450%	2/9/2023	\$ 51,811.76	47.84	108.20	-	-	\$ 51,859.60
ENERBANK USA CD	9/27/2019	1.950%	3/27/2023	\$ 113,067.48	109.44	188.80	-	-	\$ 113,176.92
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 235,221.80	(379.20)	-	-	-	\$ 234,842.40
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 235,977.30	(244.02)	-	-	-	\$ 235,733.28
IBN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 1,112,044.54	(1,786.49)	297.00		0.00	\$ 1,110,258.05
FIVE POINTS BANK CD	2/1/2021	1.000%	2/2/2025	\$ 245,000.00					\$ 245,000.00
MIDLAND STATES BANK CD	2/1/2021	0.750%	2/2/2024	\$ 245,000.00					\$ 245,000.00
VISION BANK CD	6/30/2021	0.750%	6/23/2023	\$ 245,000.00					\$ 245,000.00
AMERICAN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 735,000.00	0.00	0.00			\$ 735,000.00
CERTIFICATE OF DEPOSITS TOTALS:				\$ 1,847,044.54	\$ (1,786.49)	\$ 297.00	\$ -	\$ -	\$ 1,845,258.05
MONEY MARKETS:									
IBN: MONEY MARKET				\$ 7,341.13		11.22	-	297.00	\$ 7,649.35
AMERICAN: MONEY MARKET				\$ 16.47	0.00	0.00		0.00	\$ 16.47
MONEY MARKET TOTALS:				\$ 7,357.60					\$ 7,665.82
GRAND TOTALS:				\$ 3,797,238.98	\$ 2,465.11	\$ 308.22			\$ 3,800,012.31

ALLOCATIONS OF FUNDS:

PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN(LOSS)	446,336.31	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	-	
TOTAL GENERAL FUND:		\$ 1,946,336.31
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,853,676.00	
TOTAL STORMWATER FUND:		\$ 1,853,676.00
TOTAL MARKET VALUE OF INVESTMENTS:		\$ 3,800,012.31

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


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

4/9/23
 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER

4/3/2023
 DATE



April 17, 2023

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

RE: Final Payment Request – Landscape Structures

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the Riverfront Park playground. The project is completed per the specifications and documents, and as such, I am asking that you consider granting Landscape Structures' request for final payment in the amount of \$86,264.00.

As always, if you have any questions, concerns or need additional information, please advise.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Wayne Dunker'.

Wayne Dunker MA, CPRP
Director of Parks & Recreation

Attachment - 1



FINAL PAYMENT REQUEST

TO: City Council
NAME OF PROJECT: Riverfront Playground
OWNER: CITY OF WASHINGTON
CONTRACTOR: Landscape Structures

THE FOLLOWING FINAL PAYMENT IS HEREBY REQUESTED TO BE MADE TO THE CONTRACTOR:

Original Contract Price.....	\$86,264.00
Contingency.....	\$0.00
New Contract Amount.....	\$0.00
Previous Payments.....	\$0.00
Final Payment.....	\$86,264.00

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____



Statement of Account

City of Washington
 405 Jefferson St
 Washington MO 63090
 USA

<i>Customer</i>	<i>Date</i>	<i>Page</i>
C083012	04/03/2023	1 of 1

Dealer: 101 NuToys Leisure Products, Inc.

Thank you for choosing Landscape Structures for your playground, site furnishing, and splash pad and water feature needs.

<i>Date</i>	<i>Invoice Number</i>	<i>PO Number</i>	<i>Due Date</i>	<i>Original Invoice Amount</i>	<i>Credit</i>	<i>Remaining Invoice Amount</i>
03/06/2023	INV-125568	23-0018	04/05/2023	\$86,264.00		\$86,264.00

For questions regarding this statement, please contact:
 Lynn Bartels 1-888-203-4651

Remit To: **Landscape Structures Inc.**
SDS 12-0395
PO Box 86
Minneapolis, MN 55486-0395

Balance	\$86,264.00
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Key
 INV = Project Invoice
 PCN = Project Credit Note
 INT = Interest Note (Finance charge)
 FTI = Free Text Invoice (manual invoice)
 FTCN = Free Text Credit Note



April 11, 2023

Re: Liquor License

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

Dear Sherri,

Chad Greife-Wetenhall has submitted an alcohol license application for the privilege of selling liquor of all kinds by drink at retail. He will sell Monday through Saturday, as well as Sunday. Mr. Chad Greife-Wetenhall business is named Back Alley Entertainment, LLC located at 7 West Main St.

Mr. Chad Greife-Wetenhall has submitted all required paperwork and has paid the fees.

Mr. Chad Greife-Wetenhall has asked that his application go before the City Council on April 17, 2023.

Sincerely,

Heather M Parker

Heather M Parker, Clerk
City of Washington

CITY COUNCIL APPOINTMENTS

- 2a. Election of Mayor Pro Tem
- 2b. Election of Council Member to P&Z Commission
- 2c. Election of Council Member to 353 Redevelopment Corporation
- 2d. Election of Board of Health

2a, 2b, 2c, 2d

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

Arbor Day

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, The Tree City USA program sponsored by The National Arbor Day Foundation provides direction, technical assistance, public attention and national recognition for urban and community forestry programs in thousands of towns and cities that more than 93 million Americans call home; and

WHEREAS, The City of Washington has been a "Tree City for the past 18 years; and

WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, Trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

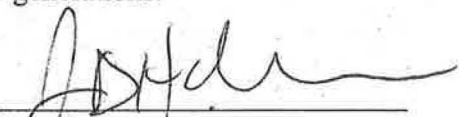
WHEREAS, Trees wherever they are planted are a source of joy and spiritual renewal.

NOW, THEREFORE, I James D. Hagedorn, Mayor of the City of Washington do hereby proclaim April 22, 2023, as

Arbor Day

in the City of Washington and urge all our citizens to support efforts to protect our trees and woodlands and to support our City's Urban Forestry Program by planting trees to gladden the heart and promote the wellbeing of present and future generations.




James D. Hagedorn
Mayor of Washington, Missouri

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

**VETERANS OF FOREIGN WARS
MAX W. MUELLER POST 2661
WASHINGTON, MISSOURI
85TH ANNIVERSARY**

Whereas, The Veterans of Foreign Wars was originally founded in 1899 as the American Veterans of Foreign Service with the main purpose of the organization to assist and care for veterans and their families in times of need, promote Veteran Causes and National Defense, encourage Patriotism and serve the community; and

Whereas, Veterans of Foreign Wars, Post 2661, was chartered on April 8, 1938, and was named after Max W. Mueller, the first soldier from Washington to die in World War I; and

Whereas, the VFW seeks to preserve and strengthen comradery among its members; to perpetuate the memory and history of deceased veterans and to assist their families; to maintain true allegiance to the Government of the United States of America and fidelity to its Constitution and laws; to foster true patriotism; to maintain and extend the institutions of American Freedom and to preserve and defend the United States from all her enemies; and

Whereas, the VFW's membership consists of 265 veterans and 180 auxiliary members who continue to be a voice for returning and currently deployed service members and their families; and

Whereas, the VFW is dedicated in supporting those who sacrifice so much for this country, veterans, service members in the US Armed Forces and their families by providing care packages to our service men and women serving overseas, donating time and money to numerous individuals and organizations, participating in flag raising ceremonies, parades, veteran ceremonies, military funerals and numerous other patriotic occurrences. Their number one concern is and always will be, are their "Veterans."

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri do hereby extend my sincere congratulations to VFW Post 2661 for 85 years of service to veterans and their families in time of need and speaking on behalf of the entire City Council and all our citizens, do hereby tender this Proclamation extending our deep appreciation and gratitude for exemplary service in the City of Washington and the local community.



James D. Hagedorn, Mayor
04-17-23



April 7, 2023

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Franklin County Transportation Committee as attendee in accordance with the Bylaws of the Franklin County Transportation Committee:

Darren Lamb, City Administrator

Respectfully submitted,


James D. Hagedorn
Mayor



April 6, 2023

Washington City Council
405 Jefferson Street
Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Industrial Development Authority:

Bryan Bogue – term ending May 2024
(Filling vacancy of Don Northington)

Luke Meyer – term ending May 2025
(Filling vacancy of Becky Buhr)

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. D. Hagedorn", with a long, sweeping underline.

James D. Hagedorn
Mayor



April 6, 2023

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment
to the Planning and Zoning Commission:

Tom Holdmeier – term ending April 2027

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. D. Hagedorn", is written over a faint circular stamp.

James D. Hagedorn
Mayor



April 11, 2023

City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Daniel Day Police Officer	April 23, 2023	April 23, 2024

Respectfully submitted,

James D. Hagedorn
James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

Date: April 11, 2023
To: Mayor Doug Hagedorn
Subject: Reappointment of Police Officers

Honorable Mayor,

I respectfully request that the following officer be presented to the City Council for reappointment with the Washington Police Department for a one-year term. The officer has performed admirably and is an asset to the department and City of Washington.

NAME	DATE EFFECTIVE	DATE EXPIRES
Officer Daniel Day	April 23, 2023	April 23, 2024

Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM
HORN ARCHITECTS FOR STANDARD ARCHITECTURAL
SERVICES FOR THE 2023 BUILDING CODE REVIEW

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal from Horn Architects for Standard Architectural Services for the 2023 Building Code Review. A copy of the proposal is attached and is marked as Exhibit A.

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



HORN ARCHITECTS

3 Lafayette Street, Suite 200 • Washington, MO 63090 • 636-239-0309 •

PROPOSAL FOR STANDARD ARCHITECTURAL SERVICES

Date: 4/5/23

Project No: 2319

To: Mr. Blake Marquart, Building Official
City of Washington
405 Jefferson St.
Washington, Missouri, 63090

For: Building Code Review

■ DESCRIPTION OF PROJECT

A. Project Description:

1. The City of Washington has requested this proposal for the review of the 2021 ICC code series. The objective is to review the codes stated, and provide a list of recommended revisions, and concerns to the Washington Building Code Committee for their review. Upon review the recommendations shall be revised with the Committee's recommendations so that it may be submitted to the City Council for their consideration.

■ DESCRIPTION OF ARCHITECTURAL SERVICES

A. PART 1: Code Review:

1. Review the 2021 ICC Code Series including the current NEC.
2. Coordination of Code Review with Revisions Submitted by the Fire Department
3. Revisions as requested by Owner.

B. Part 2: Documentation:

1. Develop and present a list of code recommended code revisions to present to the Washington Building Code Committee.
2. Revise the list as recommended by the Washington Building Code Committee.
- 3.

■ OWNER'S RESPONSIBILITIES

- A. The Owner shall provide full information about the objectives, schedule, and constraints, of the project.
- B. The Owner shall furnish one set of the 2021 series code books, and a copy of the Washington Fire Department recommended Code Revisions for review.

■ COMPENSATION

- A. ARCHITECTURAL FEES: Horn Architects will charge the following fees for services indicated in the proposal on an hourly not to exceed basis.

Code Review

\$4,000 (Max Fee)

- B. ADDITIONAL HOURLY SERVICES will be performed at Owner's request and will be billed at the rate of \$105 per hour.

1. These services could include other Architectural Services not covered by this Agreement including revisions due to changes in the scope, quality or budget of the project following completion of the Construction Documents Phase, and any bidding and/or construction administration services. The Architect shall be paid an additional fee for these services based on the hourly rate when the services are

7a

performed.

C. INVOICING & PAYMENTS –

1. Invoices will be sent to the Owner each month for all services performed on the project to date and for any unpaid charges from prior months. Payments for the services rendered will be due within 15 calendar days following receipt of the invoice. Final Drawings will be available for bidding and permits upon payment of all fees due through the Construction Documents Phase.
2. Balances unpaid after 30 days from invoice date will accrue interest at 1½% per month late charge. Design services will be suspended when an account is 45 days past due. Services will resume when all past due invoices have been paid in full.

D. COLLECTION OF FEES – The cost of collecting overdue, unpaid bills, including attorney's fees, collection agency fees, Architect's time to collect, court costs, and other related expenses will be paid by the Owner.

E. REIMBURSABLE EXPENSES – Identifiable reimbursable expenses incurred by Horn Architects, such as printing expenses for drawings and specifications, vellums, copywork, film and developing, postage, or special mailings will be billed at cost plus 10% for handling. Significant purchases or procurements are cleared with the Owner before commitment is made. No charge will be added for travel mileage.

■ **CONDITIONS OF THE CONTRACT**

F. USE OF DOCUMENTS

1. The Documents prepared by the Architect for the project are instruments of the Architects services and are for the Owner's use with respect to this project. The Architect shall maintain all common law, statutory, and other reserved rights, including copyright.

G. TERMINATION

1. The Contract Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its' terms through no fault of the other. In the event of the termination due to actions of persons other than the Architect, the Architect will be paid for services performed to date of receipt of termination.
2. Any dispute regarding payments or services rendered shall be handled by the American Arbitration Association.
3. Failure of the Owner to make payments to the Architect in accordance with the Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services.

H. LIMITATION OF LIABILITY

1. The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, cost, expenses, etc, including attorney's fees and cost from any cause or causes so that the total aggregate liability of the Architect to the Owner shall not exceed the Architects total fee received for services rendered on this project. It is intended that this information apply to any, and all liability or causes of action however alleged or arising, unless specifically prohibited by law.

Please give me a call with any questions you may have regarding the details of this Proposal. If you find it acceptable, we request that you return one signed copy for our files and we will then coordinate scheduling of the initial services with you. We appreciate the opportunity to present our Proposal to you.

Respectfully,

HORN ARCHITECTS

Ken

Ken Scheer

Indicate Acceptance of the above Agreement by Signing and Dating Below:

Owner

Date

This document is copyrighted by HS2 Architects, LLC. Its use, in whole or in part, for any purpose other than as an agreement between the parties named herein must be approved in writing by the Architect.

7a



April 10, 2023

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

RE: 2023 – Building Code Review

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

The City of Washington’s Building Department has been inundated with plan review and inspections. To further complicate the situation, they have been short-staffed. The primary goal of the Department is to keep up with inspections and ensure they can be scheduled in a reasonable amount of time.

In addition to day-to-day requirements, the current 2015 Code Cycle edition needs to be updated to 2021. The previous Building Official was working on this, but the goal of implementation was not achieved.

After review of the situation, the Building Department believes the best course of action to meet all the needs of the department is to contract out the Code Review. This will streamline the process and speed up the implementation schedule. This is an important step in ensuring the City can keep it’s current ISO insurance rating of 3.

Cost of the project:

DESIGN costs Not-to-Exceed \$4,000

Budget Information: The current budget has \$4,356.94 for code books and other ICC related items. Per the purchasing manual, staff can complete an internal budget amendment where \$4,000 will be moved to technical services. This project is fully funded without adding additional expense from the department.

If you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully,

Blake Marquart
Building Official

7a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE QUOTE FROM FIRST DUE FOR FIRE DEPARTMENT RECORDS MANAGEMENT AND AMEND THE 2022/2023 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Quote from First Due for Fire Department Records Management. A copy of the quote is attached and is marked as Exhibit A.

SECTION 2: This ordinance shall amend the 2022/2023 budget as follows:
Other Contracted Services Increase: 004-24-000-520400 \$11,800 from Reserve Fund 004-341000.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



107 Seventh St
Garden City, NY 11530, United States

First Due Quote

Prepared By: Lisa Rainey
Valid Until: Apr 30, 2023
Quote Number: 1545132000157783412

Washington Fire Department (MO)

We are excited to present pricing for the First Due Suite! Please see detailed breakdown below. It is important to note that First Due is a cloud-based system, and all Support, Maintenance, Hosting and Upgrades are ALWAYS INCLUDED.

First Due Modules and Implementation Services Included - Description

Occupancy Management & Pre-Incident Planning

Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.

Responder

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

Incident Reporting - NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

Training Records

Assign Training, Record Completions, View Training Logs, and Manage Certifications.

Events & Activities

Create Events, View Global Activity Log, and Access Global Calendar.

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

CAD Integration

Automated importing of CAD calls via XML, Database Connector, or API.

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Subtotal	\$ 1,050.00
Subscription Subtotal	\$ 10,750.00
Total Year 1	\$ 11,800.00

7b



April 11, 2023

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

RE: Records Software Budget Amendment

Dear Honorable Mayor and City Council:

Attached you will find an ordinance to approve a budget amendment purchasing new software for fire department records management including pre-planning and inspections from First Due. At this time, the fire department utilizes a software from Emergency Reporting with an annual license fee.

Emergency Reporting has been used since 2020 and since that time the software company was purchased by ESO. The present cost for Emergency Reporting is roughly \$2,800 annually. ESO is phasing out Emergency Reporting with quoted prices of 3 to 6 times cost increase within the next 12 to 18 months. The ESO software is an inferior product and the fire department specifically did not select that software in 2020 when evaluating vendors.

The total amount requested is \$11,800 with a recurring \$10,750 annual fee. The budget amendment is requested from fire department reserve fund as this is not budgeted in the 2022-2023 budget. The upcoming budget will be adjusted for the cost difference moving forward.

If you have any questions, please let me know.

Respectfully,

Tim Frankenberg, CFPS, CSP
Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FROM
MACQUEEN EMERGENCY FOR THE PURCHASE OF A
PIERCE ENFORCER PUMPER

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal from Macqueen Emergency for the purchase of a Pierce Enforcer Pumper. A copy of the proposal is attached and is marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

April 6, 2023

Chief Tim Frankenberg
 City of Washington Fire Department
 200 East 14th Street
 Washington, MO 63090

Subject: **Proposal for one (1) Pierce Enforcer Pumper
 Proposal / Bid 1053**

Dear Chief Frankenberg,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including prepay options.

Pricing Summary:

Sale Price – **\$980,264.00***
 (\$6,500.00) Good Faith Discounts
\$973,764.00 Sale Price after Discount
**Houston-Galveston Area Council (HGAC) Consortium Pricing.*
**Pricing is subject to change based on production slot availability.*

100% Performance Bond:

Should the City of Washington Fire Department elect to have us provide a Performance Bond, \$2,392.00 will need to be added to the above price.

100% Prepayment Option:

Should the City of Washington Fire Department elect to make 100% prepayment fifteen (15) days from contract signing, a discount of **(\$32,535.00)** can be subtracted from the above "Sale Price after Discount" resulting in a revised contract price of **\$941,229.00 OR \$943,621.00 with Performance Bond.**

75% Prepayment Option:

Should the City of Washington Fire Department elect to make 75% prepayment of \$730,323.00 fifteen (15) days from contract signing, a discount of **(\$24,402.00)** can be subtracted from the above "Sale Price after Discount".

50% Prepayment Option:

Should the City of Washington Fire Department elect to make 50% prepayment of \$486,882.00 fifteen (15) days from contract signing, a discount of **(\$16,268.00)** can be subtracted from the above "Sale Price after Discount".

25% Prepayment Option:

Should the City of Washington Fire Department elect to make 25% prepayment of \$243,441.00 fifteen (15) days from contract signing, a discount of **(\$8,134.00)** can be subtracted from the above "Sale Price after Discount".



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Terms and Conditions:

- Taxes – Not Applicable
- Freight – F.O.B. – Appleton, WI / Shipping to Washington, MO
- Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due fifteen (15) days from Contract signing for **Prepay discount** to be applicable.
- Delivery – 25 - 28 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until May 4, 2023**. After May 4, 2023, pricing will need to be updated due to increases and production slot availability.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 636-667-7213 or mike.borgmann@macqueengroup.com.

We wish to thank the City of Washington Fire Department for the opportunity to submit our proposal.

Respectfully,

Mike Borgmann

Mike Borgmann
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



April 11, 2023

Darren Lamb, City Administrator
405 Jefferson Street
Washington, MO 63090

RE: Contract for fire truck

Dear Darren:

The fire department has been exploring various options for the expansion of the fleet in preparation for a new fire station in the south east. The used market and demo market for fire trucks is non-existent with a significant lead time for new fire apparatus. The lead time for fire trucks has increased to over two years and in some cases to nearly four years.

A committee was formed within the fire company to review options and needs for the City. After discussion and review, the committee has recommended utilizing the Houston Galveston Area Consortium (HGAC) purchasing which is recognized as a competitive bidding mechanism by Missouri Statute's and utilized in the past. The committee was challenged to review the present fleet and justify any changes to ensure the fire apparatus tactically meets the needs today and moving forward. The committee reviewed options and recommended moving forward with a Pierce fire apparatus.

In addition, Pierce indicated that there is a new EPA requirement being put into place in 2027 and will obsolete the current Cummins L9 diesel engine. The L9 engine is in all fire apparatus purchased since 2009 and has been found extremely reliable. The new 2027 compliant engine cost is quoted to be an additional \$90,000 to \$100,000 per truck. In an effort to realize the savings and utilize a proven power plant, it is recommended a contract is executed with Pierce in the near term.

The lead time of a custom fire apparatus is between 40 and 42 months. Pierce has a "Build my Pierce" (BMP) program that offers a limited option list and shorter lead time with "slots" on the production line to reduce lead times. The BMP has a limited number of slots for new apparatus that can utilize the L9 and this program offers a lead time of 25 to 27 months. The committee was able to work through the program and specify a truck that fits within the parameters and can utilize the existing engine before the Cummins deadline.

After meeting and developing a basic set of needs and evaluating the present fleet for needed changes, the committee recommended a Pierce Enforcer model fire pumping apparatus. The new truck is the same in function and features of the existing fleet. The committee opted for changes that include reducing seating from 5 to 4, widening the pump body, enclosing the ground ladders versus a hydraulic rack, adding collision side and frontal air bags and utilizing an independent front suspension.

7c

The truck price is \$980,264.00 with a good faith discount of \$6,500 for a total of \$973,764.00. In the past, the City would purchase the truck in whole with various pre-payment discounts. However, fire truck manufacturers are now offering leasing programs through PNC bank. The lease would pay 100% of the truck and provide a discount of \$32,535.00. There is an additional performance bond of \$2,392.00 required for the leasing company. The total lease cost is \$943,621. The budget for the new truck was \$1,000,000 with a \$500,000 commitment from the Washington Community Fire Protection District for offsetting the cost. In the budget, it was shown the annual cost for lease payments over a 10 year period.

The lease options are a lease turn-in or a lease purchase (see attachments). The lease turn-in program allows the use of the truck for 11 years and then turn in the truck with a value of \$201,908.99 that can be applied to a new lease or paid to buy the truck outright. The other option is a lease purchase with 12 annual payments with the City owning the truck at the end of the 12 years. Both programs start with payments one year from contract signing. The lease purchase spreads the capital expense over a period of time and at the end of the term, the fire department can make a determination to keep, trade-in or sell the truck outright.

It is the recommendation that the City enters into contract with MacQueen Emergency the dealer for Pierce Manufacturing for the purchase of a truck. It is further recommended the City enters into a lease purchase at a price of \$104,761.97 annually with 12 years of payments with PNC finance.

If you have any questions, please let me know.

Respectfully,



Tim Frankenberg, CFPS, CSP
Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A TAX EXEPMT LEASE PURCHASE WITH PNC EQUIPMENT FINANCE FOR THE PURCHASE OF A PIERCE ENFORCER PUMPER

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Tax Exempt Lease Purchase from PNC Equipment Finance for the purchase of a Pierce Enforcer Pumper. A copy of the lease is attached and is marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



FINANCIAL SOLUTIONS

Exhibit A



Tax Exempt Lease Purchase

SALES ORGANIZATION: **MacQueen – Mike Borgmann**
 LESSEE: Washington Fire Department, MO
 TYPE OF EQUIPMENT: One (1) Pierce Enforcer Pumper
 EQUIPMENT COST: \$973,764.00
 CUSTOMER DOWNPAYMENT: \$0.00
 TRADE-IN: \$0.00
 DELIVERY TIME: Per Contract
 PAYMENT MODE: Annual In Arrears
 FIRST PAYMENT DUE DATE: 1 year after lease commencement
 LEASE COMMENCEMENT DATE: Upon contract signing with Pierce

4/7/2023

Contact information:
 Kim Simon
 Locator: B4-B230-06-07
 155 East Broad St
 Columbus, OH 43215
 Ph: 614-670-3994
 Fax: (866) 852-3101
 Kim.simon@pnc.com

Term	12 years
Number of Payments	12 Annual
Payment Amount	\$104,761.97
Interest rate:	4.76%

NOTE: All lease documents must be fully executed within 7 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing. This proposal will be valid for **Seven Days (7)** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent three years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Kim Simon

7d



April 11, 2023

Darren Lamb, City Administrator
405 Jefferson Street
Washington, MO 63090

RE: Contract for fire truck

Dear Darren:

The fire department has been exploring various options for the expansion of the fleet in preparation for a new fire station in the south east. The used market and demo market for fire trucks is non-existent with a significant lead time for new fire apparatus. The lead time for fire trucks has increased to over two years and in some cases to nearly four years.

A committee was formed within the fire company to review options and needs for the City. After discussion and review, the committee has recommended utilizing the Houston Galveston Area Consortium (HGAC) purchasing which is recognized as a competitive bidding mechanism by Missouri Statute's and utilized in the past. The committee was challenged to review the present fleet and justify any changes to ensure the fire apparatus tactically meets the needs today and moving forward. The committee reviewed options and recommended moving forward with a Pierce fire apparatus.

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7d

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It is the recommendation that the City enters into contract with MacQueen Emergency the dealer for Pierce Manufacturing for the purchase of a truck. It is further recommended the City enters into a lease purchase at a price of \$104,761.97 annually with 12 years of payments with PNC finance.

If you have any questions, please let me know.

Respectfully,



Tim Frankenberg, CFPS, CSP
Fire Chief

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM S-K
CONTRACTORS INC. FOR INSTALLATION OF RESTROOM
AND PAVILION SIDING AT OPTIMIST SKATE PARK

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Bid from S-K Contractors Inc. for the installation of restroom and pavilion siding at Optimist Skate Park. A copy of the bid is attached and is marked as Exhibit A.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

BID FORM

Base Bid

The Scope of Work includes removal and replacing existing vinyl and wood siding on Optimist Park pavilion and restroom. Replacing existing fascia and soffit on pavilion and restroom building with H25 Hardie Plank Lap Siding, Hardie Soffit, new aluminum fascia, new air louvers and painting the restroom doors, electric meter & conduit and basketball court light pole (behind restroom). Restroom door hardware and other metal hardware on side of restroom shall be removed, painted to match doors and reinstalled on the new siding. Bid shall include all labor and supplies for the project. **Field dimensions shall be taken prior to work to verify jobsite conditions.**

Optimist Park Pavilion & Restroom Siding Project – 2000 East 9th Street

Description	Quantity	Unit Price	Total
Mobilization	1	1,000.00	1000.00
Tearoff & haul away	1	2,940.00	2940.00
Installation of new Hardie Plank Lap Siding, Hardie Soffit, alum. fascia, air louvers, painting of doors and other materials. Includes all supplies and labor	1	24,860.00	24,860.00

BID PRICE (write in space below:

twenty-eight thousand, eight hundred

(\$ 28,800.00)

S-K Contractors INC.
23 Town & Country Dr.
Washington, MO 63090
636-239-4344
Joe@skcontractors.com



April 17, 2023

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

RE: Skate Park Restroom & Pavilion Siding bids

Honorable Mayor and City Council,

The renovation of the Skate Park at Optimist Park is included in the current Capital Sales Tax Improvement Plan as a funded project. The total budgeted amount for the skate park renovation is \$150,000. As such, Staff bid out part of Phase II of the project, which includes the replacement of the restroom & pavilion siding (with Hardie Board siding), soffit, fascia and minor painting. Phase II also includes installation of a new skate park feature(s) if funds remain after the siding project is complete. Budget for Phase II is \$51,000. The siding project was out to bid in March.

On April 10, the City received the following bid for the siding project:

- S-K Contractors Inc. - \$28,800

Find in this packet an ordinance for your consideration that would enter the City into a contract with S-K Contractors for \$28,800 for new siding at Optimist Skate Park.

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

Respectfully,

Wayne Dunker

Wayne Dunker, MA, CPRP
Director of Parks & Recreation

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A DOWNTOWN BUILDING REHABILITATION AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SIRENS HOTEL, LLC

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

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

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

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

DOWNTOWN BUILDING REHABILITATION AGREEMENT

This Downtown Building Rehabilitation Agreement (the “Agreement”) is made as of April ____ 2023, between the City of Washington, Missouri (the “City”), and Sirens Hotel, LLC (the “Developer”).

PREMISES

WHEREAS, pursuant to the power and authority granted to the City by Ordinance No. 07-10179, it has established the Downtown Building Rehabilitation Program (the “Program”) as an incentive for property owners/tenants to rehabilitate buildings located within the Downtown District (attached as **Exhibit A**) and thereby promote economic growth; and

WHEREAS, the Program is intended to assist property owners of Downtown buildings to rehabilitate structures to bring them into productive use and to attract residents and businesses; and

WHEREAS, the Developer owns/leases property located in the Development District as described in **Exhibit B** (the “Site”) and desires to make rehabilitation improvements at the Site (the “Project”), the design, description and estimated costs of which are set forth in **Exhibit C**; and

WHEREAS, the City of Washington has approved Developer’s application to participate in the Program and undertake the Project; and

WHEREAS, the City of Washington has further agreed to reimburse the Developer for certain eligible project costs pursuant to the terms of this Agreement.

In consideration of the foregoing premises and the mutual covenants contained in this Agreement, the Developer and the City hereby covenant and agree as follows:

ARTICLE I

COVENANTS OF THE DEVELOPER

Section 101. Construction. The Developer shall construct and complete the Project in an expeditious and workmanlike manner pursuant to and in accordance with **Exhibit C**. Developer shall commence construction within 60 days from the date of this Agreement and Developer shall complete the Project by January 1, 2024.

Section 102. Payment of Taxes. The Developer agrees to pay, or cause to be paid, all real property, personal property, sales and other taxes due and owing with respect to the Site, as and when the same become due. Developer recognizes and agrees that the failure by Developer to pay these taxes, or cause them to be paid, is an event of default and a breach of this Agreement.

Section 103. Indemnification of the City of Washington and its Agents.

- a. The Developer shall indemnify and hold the City of Washington and its members, officers, agents, and employees (the "Indemnified persons") harmless from any loss, expense (including reasonable attorney fees and expenses), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims against the Indemnified Persons by reason of the reimbursement for the cost of the Project, if made by third parties alleging personal injuries suffered by them while on the Site arising or resulting from, or in any way connected with, the Project. If any suit, action, or proceeding is brought against any Indemnified Person, that action or proceeding shall be defended by counsel to the Developer.
- b. The Developer shall not be obligated to indemnify any Indemnified Person under subsection (a) if a court of competent jurisdiction finds that the liability in question was caused by willful misconduct or gross negligence of the involved Indemnified Person, unless the court determines that, despite the adjudication of liability, but in view of all circumstances of the case, the Indemnified Person(s) is (are) fairly and reasonably entitled to indemnity for the expenses which the court considers proper.
- c. The Developer shall also indemnify and reimburse the City for all reasonable costs and expenses, including reasonable attorney fees and expenses incurred in:
 - (i) enforcing any obligation of the Developer under this Agreement or any related agreement;
 - (ii) taking any action requested by the Developer; or
 - (iii) taking any action considered necessary by the City and which is authorized by this Agreement.
- d. The obligations of the Developer under this section shall survive any assignment of this Agreement, unless the City otherwise expressly and specifically agrees in writing.

ARTICLE II

COVENANTS OF THE CITY OF WASHINGTON

Section 201. Payments to Developer; Conditions Precedent. Provided that (a) there shall be no event of default or breach of any of the covenants and agreements of the Developer required to have been observed and performed by the Developer under the terms of this Agreement, (b) no construction liens shall have been filed against the Site, (c) Developer shall have provided the City with such sworn statements, waivers of lien, affidavits, other documents, paid receipts, and other proof of payment from Developer and from any general contractor, subcontractors, suppliers and laborers as shall be required by the City, (d) the Project shall have been constructed to the date of Developer's request for reimbursement in a manner satisfactory to the City and in accordance with the approved application under the Program and pursuant to **Exhibit C**, the City shall disburse to the Developer, annually, a check in the amount of eighty percent (80%) of the increase of PILOTs due to an increase in assessed valuation of the Project, until December 31, 2029, and eighty percent (80%) of the additional sales taxes generated at the Project until February 19, 2030.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 301. Representations and Warranties of the Developer.

- a. The Developer (i) is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Missouri with power under the laws of such state to carry on its business as now being conducted, (ii) is duly qualified to do business in the State of Missouri, and (iii) has the power and the authority to own or lease the Site and the Project.
- b. There is no violation or default by the Developer under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, wherein a default or violation would materially and adversely affect any of the transactions contemplated by, or the validity of, this Agreement. Compliance with the terms, conditions, and provisions of this Agreement does not conflict with, and will not result in or constitute a breach of, or default under, any of the foregoing.

Section 302. Representations and Warranties of the City of Washington.

- a. The City is a public body corporate, duly existing in accordance with the laws of the State of Missouri. The City has taken all actions necessary to authorize the execution and delivery of this Agreement.

- b. There is no action, suit, proceeding or investigation before any court, public board or body pending to which the City is a party, or to the best knowledge of the City threatened against the City, contesting the establishment of the City or the validity or binding effect of this Agreement.

ARTICLE IV

DEFAULT

Section 401. Event of Default. An event of Default shall consist of any misrepresentation or failure to comply with the terms and provisions hereof by either party. In addition, an Event of Default shall include any misrepresentation made in the application by Developer.

Section 401. Remedies. Upon the happening of an Event of Default, the non-defaulting party shall be entitled to seek all remedies available at law or in equity. In the event of suit, the prevailing party shall be entitled to recover its costs and attorney fees.

ARTICLE V

MISCELLANEOUS

Section 501. Assignment of this Agreement. No party of this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other parties hereto. Consent may be given or withheld in the sole and absolute discretion of the party from whom consent is sought. The obligations of the Developer under this Agreement shall survive any assignment, unless the City otherwise specifically and expressly agrees in writing.

Section 502. Notices. All written notices, certificates, or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the last known address of the receiving party.

Section 503. Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto.

Section 504. Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 505. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 506. Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions, or sections of this Agreement.

Section 507. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 508. Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define, or describe the scope or intent of any provision of this Agreement.

Section 509. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance, and otherwise, by the laws of the State of Missouri.

Section 510. Mutual Cooperation. Each party to this Agreement shall:

- (a) take all actions required of it by the terms of this Agreement as expeditiously as possible;
- (b) cooperate, to the fullest extent possible, with the other party to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, permits, licenses, approvals, and any other permissions necessary for the construction or operation thereof.
- (c) execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Project to secure the Developer's financing from such lenders;

(d) use its best efforts to assist the other party to this Agreement in the discharge of their respective obligations hereunder; and

(e) use its best efforts and cooperate with the other party to assure that all conditions precedent to the completion of the Project are timely satisfied.

Section 5.11. Permits and Approvals. The Developer shall be responsible for obtaining, at its sole cost and expense, all easements, rights-of-way, licenses, permits, approvals, and any other permissions necessary for the construction of the Project.

Section 512. Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts of the federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes and embargoes, and delays of contractors due to such causes. Such failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking relief from its obligations under this Section 512 shall notify the other parties in writing, setting forth the event giving rise to such failure to perform, within ten (10) days following the occurrence of such event.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

THE CITY OF WASHINGTON, MO

DEVELOPER:

By:

By:

Its:

Its:

EXHIBIT A
DOWNTOWN DISTRICT

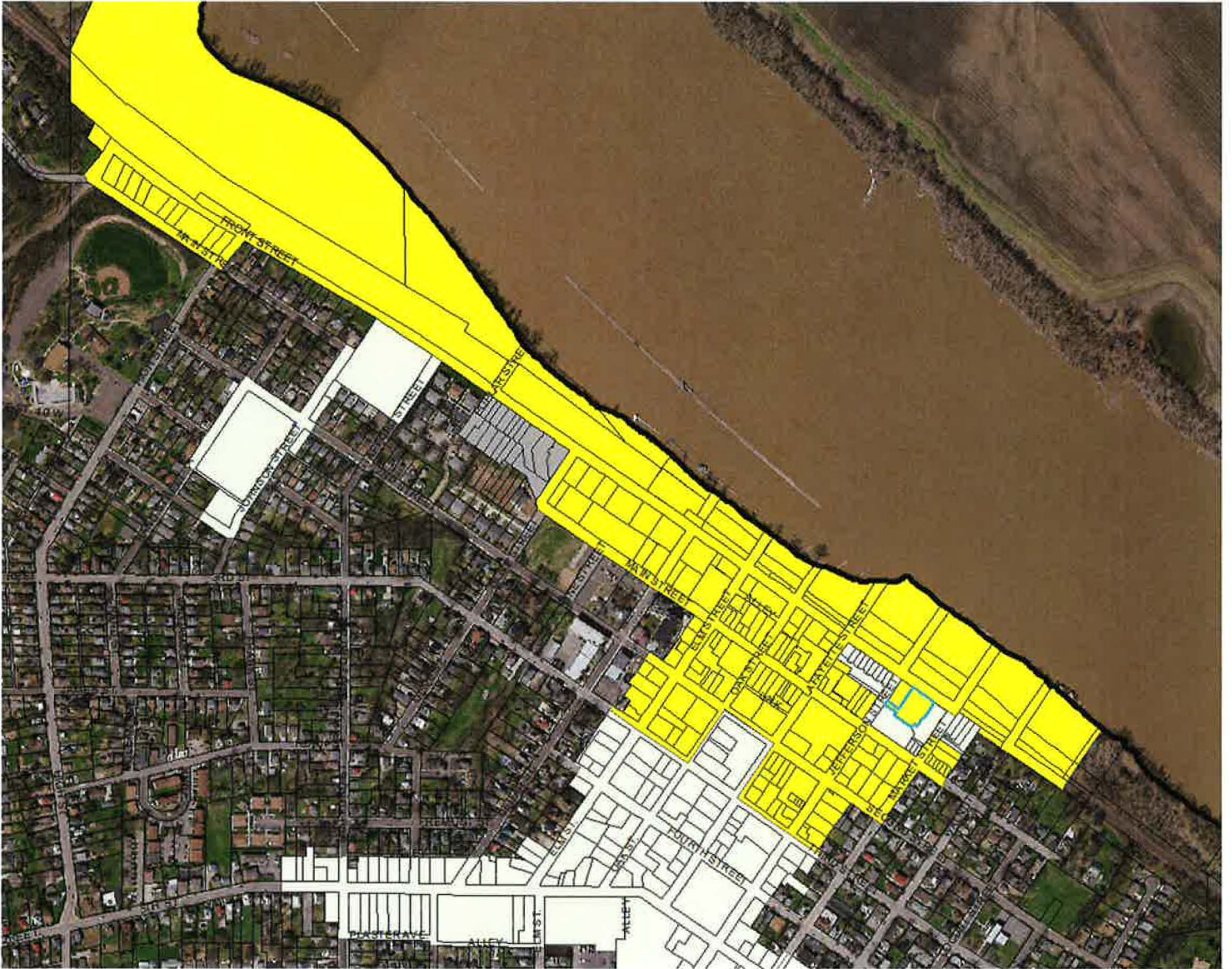


EXHIBIT B

PROJECT SITE

14 W. Main Street and 100 Jefferson Street

EXHIBIT C

PROJECT DESIGN, DESCRIPTION AND ESTIMATED COSTS

See Attached:









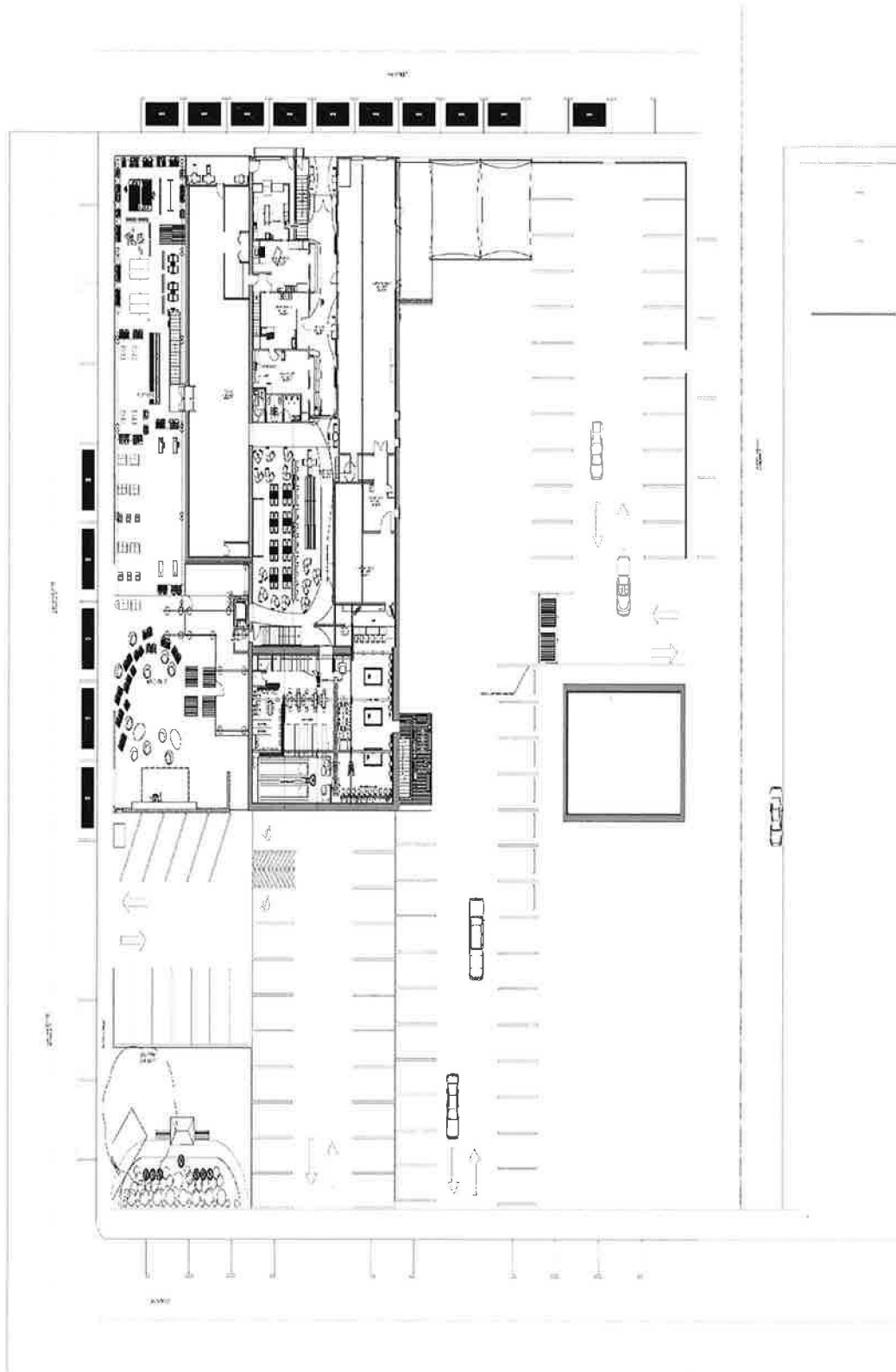
Exhibit C

This request is directly related to the proposed improvements of properties located downtown at 14 West Main Street Washington Mo, (Family Entertainment complex) and proposed addition to 100 Jefferson Street (Sirens Hotel addition), with an approximate investment of 6,400,000.00 to the downtown district. For simplicity I have it broken down into 3 specific areas.

The monetary value to the downtown area is below. Green is future and black is what we have already invested without any incentive programs.

Monthly Revenue

Andy's Revenue	100,000 - 150,000
The Alley	166,000
Coffee and Pizza oven	50,000
Mexican Restaurant	55,000
Rivers Sirens	50,000
Sirens Addition	47,000





April 17, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: They Alley – Development Agreement

Mayor & City Council,

On your agenda for the April 17, 2023 agenda meeting is an ordinance approving the Downtown Building Redevelopment Agreement with The Alley and Sirens Hotel development. Per the guidelines, they are eligible to receive an 80% rebate in their increase in taxes from the development. Since the development sits in an existing TIF, their increase will go into the TIF Fund. This agreement allows them to receive a rebate for 80% of that increase until 2030. They will not be utilizing the City owned property of Lafayette Park or the attached parking.

Attached to the agreement is a plan demonstrating their proposed improvements. They will be required to match the plan of building an entertainment development downtown or come back for Council for approval of change of plans.

Feel free to reach out with any questions.

Sincerely,

A handwritten signature in black ink that reads "Sal Maniaci".

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 215.075 AND
400.195 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 215.075 of the Code of the City of Washington, Missouri is hereby amended by deleting therefrom the following:

B. The following acts, among others, are hereby declared to be loud, disturbing and unnecessary noises in violation of the provisions of this Section:

1. Horns, Signaling Devices, Etc. The sounding of any horn or signal device on a streetcar, motorbus, motorcycle, automobile or other vehicle while not in motion on a public street or highway, except as a danger signal if another is approaching apparently out of control; or if in motion, the excessive or prolonged sounding except only as a danger signal, after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound and the sounding of such device for an unnecessary or unreasonable period of time.
2. Loud Speakers, Amplifiers. The use, operation or permitting to be played, used or operated any radio-receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is broadcast from the public streets.
3. Radios, Music Players, Etc. The playing of any radio, music player such as a boom box, tape cassette, disc player, television, audio system or musical instrument which causes frequent or long-continued noise, in a manner or at a volume which is plainly audible to persons fifty (50) feet or more away from the source of the noise. Nothing herein shall be construed to prohibit an otherwise lawful public concert or public performance.

SECTION 2: Section 400.195 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Hazardous Conditions. Every use shall be so operated as to comply with the applicable standards and enforcement provisions contained in the most-current Building Code and Fire Prevention Code as adopted by the City of Washington.

B. Vibration. Every use shall be so operated that the maximum ground vibration generated is not perceptible without instruments at any point on the lot lines of the property on which the use is located.

C. Noise.

1. This section shall only apply to noise generated between the hours of 9 pm and 6 am.

2. Pressure level. Every use shall be operated such that the pressure level of sound, or noise generated, measured in "A" weighted decibels (dBA), shall not exceed the maximum decibel levels at the property line for the receiving property as set forth in the following table:

Receiving Zoning	Sound Level Limit (dBA)
R-1A	65
R-1B	65
R-1C	65
R-1D	65
R-2	65
R-3	70
C-1	80
C-2	80
C-3	80
M-1	80
M-2	80
PDR	70
PDC	80
PDI	80
PDM	70

3. The limits, as set forth, do not apply to Festival Districts as established by Chapter 250 Festival District Regulations.

4. Measurements shall be taken by a properly calibrated decibel meter.

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



April 17, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

Re: Noise Ordinance

Mayor & City Council,

On your agenda for the April 17, 2023 agenda meeting is an ordinance amending the Noise Ordinance Code. The City previously did not have the proper equipment in place to read the metrics that were listed in the code. The revised section simplifies the noise ordinance so officers can better scan noise complaints.

Revisions were reviewed by P&Z and City Council in March and are attached to the packet.

Feel free to reach out with any questions.

Sincerely,

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 600.010, 600.020.C, 600.030, 600.035, 600.047, 600.055.A, 600.055 AND 600.085.A 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 600.010 of the Code of the City of Washington, Missouri is hereby amended by deleting therefrom the following:

RESORT

Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales; or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the premises of such facility and, for the purpose of meeting the annual gross food receipts requirements of this definition, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

SECTION 2: Section 600.020.C of the Code of the City of Washington, Missouri is hereby amended to read as follows:

C. Sunday Sales. Any person possessing the qualifications and meeting the requirements of this chapter, who is licensed to sell intoxicating liquor at retail may apply to the City for a special license to sell intoxicating liquor at retail between the hours of 6:00 A.M. and 1:30 A.M. on Mondays.

SECTION 3: Section 600.030 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Package Sales, Limitations. No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drugstore, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.

B. Temporary Permit For Sale By Drink — Certain Organizations.

1. Notwithstanding any other provision of this Chapter, a permit for the sale of all kinds of intoxicating liquor, including intoxicating liquor in the original package, at retail by the drink for consumption on the premises of the licensee may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.

2. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 11:00 A.M.

3. At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.

4. No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.

C. Operating Hours, Days.

1. No person having a license issued pursuant to this Chapter nor any employee of such person shall sell, give away, or permit the consumption of any intoxicating liquor in any quantity between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday except as otherwise authorized and licensed for Sunday sales, and if said person has a license to sell intoxicating liquor by the drink, his/her premises shall be and remain a closed place as defined in Section 600.010 of this Chapter and between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and 1:30 A.M. on Sunday and 6:00 A.M. on Monday. Where such licenses authorizing the sale of intoxicating liquor by the drink are held by clubs, hotels, or bowling alleys, this Section shall apply only to the room or rooms in which intoxicating liquor is dispensed; and where such licenses are held by restaurants or bowling alleys whose business is conducted in one (1) room only, then the licensee shall keep securely locked during the hours and on the days herein specified all refrigerators, cabinets, cases, boxes and taps from which intoxicating liquor is dispensed.

2. When January 1, March 17, July 4 or December 31 falls on Sunday, and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday," any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

D. General License Regulations.

1. Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.

2. A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.

3. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the Business License Clerk may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraw from the partnership, the Business License Clerk, upon being requested, shall permit the remaining partner or partners originally licensed to continue to operate for the remainder of the period for which the license fee has been paid without obtaining a new license.

4. In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the City Council. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.

5. Every licensee shall keep displayed prominently at all times on its licensed premises any City license designating the premises as a place licensed by the City to sell intoxicating liquors.

SECTION 4: Section 600.035 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. No license shall be granted for the sale of intoxicating liquor, as defined in this Chapter, within 100 feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the City Council, except that when a school, church or place of worship shall hereafter be established within 100 feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason. Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within 100 feet of the proposed licensed premises.

B. Subsection (A) of this Section shall not apply to a license issued to any church, school, civic, service, fraternal, veteran, political, or charitable club or organization which has obtained an exemption from the payment of Federal taxes.

C. Subsection (A) of this Section shall not apply to any premises holding a license issued before January 1, 2004, for the sale of intoxicating liquor. To retain a license under this Subsection, the licensed premises shall not change license

type, amend the legal description, or be without a liquor license for more than ninety (90) days.

SECTION 5: Section 600.047 of the Code of the City of Washington, Missouri is hereby repealed.

SECTION 6: Section 600.055.A of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Filing And Approval Of An Application.

1. Each application for a license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.

2. Such applications as to form and contents shall be approved by the City Clerk.

3. Upon approval of any application for a license, the Clerk shall grant the applicant a license to conduct business in the City.

4. All licenses issued under the authority of this Chapter shall be for a period of one (1) year. Annual licenses are valid from July 1 through June 30 the following year. Applications submitted after August 1 will be charged a pro-rated fee for the balance of the license period. Such license may be revoked or suspended for cause before the expiration of such time.

SECTION 7: Section 600.055 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Filing And Approval Of An Application.

1. Each application for a license shall be filed with the Business License Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.

2. Such applications as to form and contents shall be approved by the Business License Clerk.

3. Upon approval of any application for a license, the Business License Clerk shall grant the applicant a license to conduct business in the City.

4. All licenses issued under authority of this Chapter shall be for a period of one (1) year. Annual licenses are valid from July 1 through June 30 the following year. Applications submitted after August 1 will be charged a pro-rated fee for the balance of the license period. Such license may be revoked or suspended for cause before the expiration of such time.

B. Qualifications For Licenses.

1. No person shall be granted a license hereunder unless such person is of good moral character and a qualified legal voter and a taxpaying citizen of the County or City, nor shall any corporation be granted a license hereunder unless the managing officer of such corporation is of good moral character and a qualified legal voter and taxpaying citizen of the County or City; and, except as otherwise provided under Subsection (G) of this Section, no person shall be granted a license or permit hereunder whose license as such dealer has been revoked, or who has been convicted, since the ratification of the 21st Amendment to the Constitution of the United States, of a violation of the provisions of any law applicable to the manufacture or sale of intoxicating liquor, or who employs in his/her business as such dealer any person whose license has been revoked unless five (5) years have passed since the revocation as provided under Subsection (F) of this Section, or who has been convicted of violating such law since the date aforesaid; provided that nothing in this Section contained shall prevent the issuance of licenses to non-residents of Missouri or foreign corporations for the privilege of selling to duly

licensed wholesalers and soliciting orders for the sale of intoxicating liquors to, by or through a duly licensed wholesaler within this State.

2. Additional Requirements; Exceptions.

a. No person, partnership or corporation shall be qualified for a license under this Chapter if such person, any member of such partnership or such corporation, or any officer, director or any stockholder owning, legally or beneficially, directly or indirectly, ten percent (10%) or more of the stock of such corporation or other financial interest therein, or ten percent (10%) or more of the interest in the business for which the person, partnership or corporation is licensed, or any person employed in the business licensed under this Chapter shall have had a license revoked under this Chapter except as otherwise provided under Subsections (F) and (G) of this Section, or shall have been convicted of violating the provisions of any law applicable to the manufacture or sale of intoxicating liquor since the ratification of the 21st Amendment to the Constitution of the United States, or shall not be a person of good moral character.

b. No license issued under this Chapter shall be denied, suspended, revoked or otherwise affected based solely on the fact that an employee of the licensee has been convicted of a felony unrelated to the manufacture or sale of intoxicating liquor. Each employer shall report the identity of any employee convicted of a felony to the Business License Clerk.

c. No wholesaler license shall be issued to a corporation for the sale of intoxicating liquor containing alcohol in excess of five percent (5%) by weight, except to a resident corporation as defined in this Section.

C. A "resident corporation" is defined to be a corporation incorporated under the laws of this State, all the officers and directors of which, and all the stockholders, who legally and beneficially own or control sixty percent (60%) or more of the stock in amount and in voting rights, shall be qualified legal voters and taxpaying citizens of the

county and municipality in which they reside and who shall have been bona fide residents of the State for a period of three (3) years continuously immediately prior to the date of filing of application for a license, provided that a stockholder need not be a voter or a taxpayer, and all the resident stockholders of which shall own, legally and beneficially, at least sixty percent (60%) of all the financial interest in the business to be licensed under this Chapter; provided that no corporation licensed under the provisions of this Chapter on January 1, 1947, nor any corporation succeeding to the business of a corporation licensed on January 1, 1947, as a result of a tax-free reorganization coming within the provisions of Section 112, United States Internal Revenue Code, shall be disqualified by reason of the new requirements herein, except corporations engaged in the manufacture of alcoholic beverages containing alcohol in excess of five percent (5%) by weight, or owned or controlled, directly or indirectly, by non-resident persons, partnerships or corporations engaged in the manufacture of alcoholic beverages containing alcohol in excess of five percent (5%) by weight.

D. The term "financial interest" as used in this Chapter is defined to mean all interest, legal or beneficial, direct or indirect, in the capital devoted to the licensed enterprise and all such interest in the net profits of the enterprise, after the payment of reasonable and necessary operating business expenses and taxes, including interest in dividends, preferred dividends, interest and profits, directly or indirectly paid as compensation for, or in consideration of interest in, or for use of, the capital devoted to the enterprise, or for property or money advanced, loaned or otherwise made available to the enterprise, except by way of ordinary commercial credit or bona fide bank credit not in excess of credit customarily granted by banking institutions, whether paid as dividends, interest or profits, or in the guise of royalties, commissions, salaries, or any other form whatsoever.

E. The Business License Clerk shall by regulation require all applicants for licenses to file written statements, under oath, containing the information reasonably required to administer this Section. Statements by applicants for licenses as wholesalers and retailers shall set out, with other information required, full information concerning

the residence of all persons financially interested in the business to be licensed as required by regulation. All material changes in the information filed shall be promptly reported to the Business License Clerk.

F. Any person whose license or permit issued under this Chapter has been revoked shall be automatically eligible to work as an employee of an establishment holding a license or permit under this Chapter five (5) years after the date of the revocation.

G. Any person whose license or permit issued under this Chapter has been revoked shall be eligible to apply and be qualified for a new license or permit six (6) months after the date of the revocation. The person may be issued a new license or permit at the discretion of the Business License Clerk. If the Business License Clerk denies the request for a new permit or license, the person may not submit a new application for six (6) months from the date of the denial. If the application is approved, the person shall pay all fees required by law for the license or permit. Any person whose request for a new license or permit is denied may seek a determination by the Circuit Court of Franklin County, Missouri.

SECTION 8: Section 600.085.A of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Notwithstanding any provision of law to the contrary, entertainment facilities, including, but not limited to, arenas and stadiums used primarily for concerts, shows, and sporting events of any kind and entities selling concessions at such facilities that possess all necessary and valid licenses and permits to allow for the sale of alcoholic beverages shall not be prohibited from selling and delivering alcoholic beverages purchased through the use of mobile applications to individuals attending events on the premises of such facilities if the facilities are in compliance with all applicable State and City laws and regulations regarding the sale of alcoholic beverages.

SECTION 9: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10: 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

7h



April 12, 2023

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

RE: Business and Liquor License Amendments

Dear Mayor and City Council Members:

Attached is an ordinance revising certain provisions of the Code regarding business licenses and an ordinance revising certain provisions of the Code regarding liquor licenses. Both licenses contributed \$107,915.41 of revenue last year.

These changes were discussed with City Attorney Mark Piontek, Administration and Finance and is recommended for your approval.

Respectfully submitted,

Sherri Klekamp, MRCC
City Clerk

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 605.010, 605.060,
605.090, 605.160, 620.030 AND 620.050 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 605.010 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. It shall be unlawful for any person, either directly or indirectly, to conduct any business, trade, vocation, calling or occupation in whole or in part for which a license or permit is required by this Code without the license or permit so required having been first procured and thereafter kept in effect after all such times as required by this Code or Chapter.

B. Any license issued by the Business License Clerk pursuant to the provisions of this Chapter may be revoked by the City for any of the following reasons:

1. Any failure to comply with or any violation of any provisions of this Chapter, or any other ordinance of the City regulating the business, occupation or activity licensed, or the Statutes of the State of Missouri by any licensee; or
2. Violation of the terms and conditions upon which the license was issued; or
3. Failure of the licensee to pay any tax or obligation due to the City; or
4. Any misrepresentation or false statement in the application for a license required herein; or
5. Failure to display the license required herein.

C. Upon a complaint made to the Business License Clerk by the City Administrator, City Counselor, or other appropriate City Official stating that cause exists for the revocation of a business license, any business license issued by the City pursuant to this Chapter may be revoked by the following procedure:

1. The City Clerk shall set a hearing to consider the question of revocation;

2. At least ten (10) days prior to the date of the hearing, a written notice shall be mailed to the licensee at his/her last known address as shown in the records of the City advising the licensee of the date, time, and place of the hearing and reasons for considering revocation of the license;

3. At the hearing set by the City Clerk, the licensee shall have an opportunity to be heard by the Business License Clerk and the Business License Clerk shall consider all evidence relevant to grounds for revocation of the license;

4. Upon conclusion of the hearing, if the Business License Clerk determines, by a preponderance of the evidence, that grounds for revocation of the license exists, the Business License Clerk shall revoke the business license.

D. Revocation of any license shall be in addition to any other penalty or penalties which may be imposed pursuant to these provisions

E. Reinstatement of the license shall occur only in the event that any and all violations are rectified and/or obligations are met.

SECTION 2: Section 605.060 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. All applications for the licenses required herein shall be made to the City Clerk on appropriate forms provided for that purpose by the City. All licenses issued by the Business License Clerk shall be in such form as is provided by the Business License Clerk; provided, however, that such license shall bear the signature of the Mayor of the City Council and the Business License Clerk, the date of issuance thereof and the date of expiration, as well as any additional information that may be required by the Business License Clerk.

B. Each applicant for a business license under this Chapter where such business will be selling goods at retail shall submit a statement from the Missouri Department of Revenue pursuant to Section 144.083.4, RSMo., stating no tax is due, which statement is a prerequisite to the issuance or renewal of a City business license. The statement required by this Section shall be dated within ninety (90) days of submission of the business license application or renewal application.

SECTION 3: Section 605.090 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A duplicate license shall be issued by the Business License Clerk to replace any license, or such permit previously issued and which has been lost, stolen, defaced or destroyed.

SECTION 4: Section 605.160 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. Pursuant to the authority granted by Section 94.110, RSMo., as amended, there is hereby levied, fixed and ordered collected an annual license fee in the amount of sixty dollars (\$60.00) plus two dollars (\$2.00) for each employee upon any person, either directly or indirectly, conducting in whole or in part a business, trade, vocation, calling or occupation.

B. Pursuant to the authority granted by Section 94.110, RSMo., as amended, there is hereby levied, fixed and ordered collected an annual license fee in the amount of one dollar (\$1.00) for each employee with a minimum license fee of seventy-five dollars (\$75.00) upon any person, either directly or indirectly, conducting in whole or in part a manufacturing business, trade, vocation, calling or occupation.

C. There is hereby levied, fixed and ordered collected an annual business license fee in the amount of two percent (2%) of the gross annual revenue produced by each outdoor advertising structure within the City of Washington, Missouri.

SECTION 5: Section 620.030 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Every person desiring to continue to engage in or hereafter to begin to engage in the sale of cigarettes at retail within the City shall file an application for a cigarette permit or permits as hereinbefore provided. Every application for a cigarette permit shall be made in a form prescribed, prepared and furnished by the Business License Clerk, and shall set forth such information as he/she shall require. Upon approval of the application, the Business License Clerk shall grant and issue to the applicant a cigarette permit as herein provided, for each place of business within the City set forth in the application. Cigarette permits shall not be assignable and shall be valid only for the persons in whose names they are issued and for the

transaction of business in the places designated therein and shall at all times be conspicuously displayed at the places for which issued. All permits shall expire on the first day of March next after the date of such permit unless sooner suspended, surrendered, or revoked by the Business License Clerk. Whenever any permit issued under the provisions of this Section is defaced, destroyed or lost, the Business License Clerk shall issue a duplicate permit for the defaced, destroyed or lost permit.

SECTION 6: Section 620.050 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

The occupation tax as required in Section 620.060 shall be paid by the dealer or wholesaler, as defined in Section 620.010, selling cigarettes or offering them for sale.

SECTION 7: Section 625.020 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

A. It shall be unlawful for any person to engage in, conduct or carry on or to permit to be engaged in, conducted or carried on, in or upon any premises in the City of Washington, the operation of a massage business or engage in the practice of massage therapy within the City limits of the City of Washington without first having obtained a permit from the office of the Business License Clerk. Notwithstanding anything contained in this Chapter to the contrary, no massage establishment shall be located within any residential zoning district.

B. A person desiring to receive a license to operate a massage business or practice as a massage therapist in the City of Washington, Missouri, shall file a written application with the Business License Clerk on a form prescribed by the Business License Clerk. Each license shall be issued only for the massage business or massage therapist listed in the application. Licenses shall be posted in a conspicuous place on the premises of the licensed massage business.

C. Upon approval of the application, the Business License Clerk shall issue a permit for a massage establishment if a license fee in the amount of sixty dollars (\$60.00) plus two dollars (\$2.00) for each employee per year beginning July 1 of each year is paid to the Business License Clerk.

D. Upon approval of the application, the Business License Clerk shall issue a permit for a massage therapist if a license fee in the amount of thirty dollars (\$30.00) per year beginning July 1 of each year is paid to the Business License Clerk.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9: 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



April 12, 2023

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

RE: Business and Liquor License Amendments

Dear Mayor and City Council Members:

Attached is an ordinance revising certain provisions of the Code regarding business licenses and an ordinance revising certain provisions of the Code regarding liquor licenses. Both licenses contributed \$107,915.41 of revenue last year.

These changes were discussed with City Attorney Mark Piontek, Administration and Finance and is recommended for your approval.

Respectfully submitted,

Sherri Klekamp, MRCC
City Clerk

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PROVISIONS OF TITLE III TRAFFIC CODE, SCHEDULE V RESTRICTED PARKING OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI AT THE LOCATION DESCRIBED BELOW

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

SECTION 1: Title III Traffic Code, Schedule V Restricted Parking, Table V-A No Parking at Certain Times of the Code of the City of Washington, Missouri, is hereby amended as follows:

SCHEDULE V: Restricted Parking, Table V-A: No Parking at Certain Times

Location	Add	Delete
Front Street, West paved parking area north of Front Street, beginning at the northern extension of the centerline of Oak Street thence 190 feet west	✓	
Time Restriction	Add	Delete
Amtrak Parking only between 7:00 A.M. and 9:00 P.M. daily	✓	

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

7j



April 11, 2023

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

RE: Propose Restricted Parking
Parking north of Front Street, east of Amtrak Station/Visitor's Center

Dear Mayor and City Council Members:

The following ordinance was discussed by the Traffic Committee April 7, 2023 and is recommended for approval. The City received a request from an Amtrak passenger to designate the parking spaces east of the Amtrak train station as passenger loading zones. The Committee recommends Amtrak Parking only between 7:00 A.M. and 9:00 P.M. daily for passengers. Amtrak parking signs with time designation would be added to the entrance of this parking area and two existing Amtrak parking signs located in the parking lot south of front would be removed. Thank you for your consideration.

Respectfully submitted,

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

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

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BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY
ADJUSTMENT FOR THE AMENDED STONE CREST
SUBDIVISION PLAT 1 IN THE CITY OF WASHINGTON,
FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as Exhibit A demonstrating the boundary adjustment
in the City of Washington, Missouri has been submitted to the City for approval; and

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

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

SECTION 1: The boundary adjustment as shown in the attached Exhibit A in
the City of Washington, Missouri is hereby approved.

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

