

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
 MONDAY, SEPTEMBER 18, 2023 - 7:00 P.M.  
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

	<b><u>SUGGESTED</u></b>	
	<b><u>COUNCIL ACTION</u></b>	
<b>1. <u>INTRODUCTORY ITEMS:</u></b>		
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the September 5, 2023, Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
a. Collector's/Treasurer's Report Summary – April & May 2023		
b. Investment Report – April & May 2023		
<b>2. <u>PRIORITY ITEMS:</u></b>		
<b><u>Mayor's Presentations, Appointments &amp; Reappointments</u></b>		
a. Proclamation – Water and Wastewater Professionals Week	Mayor	
<b>3. <u>PUBLIC HEARINGS:</u></b>		
a. Fiscal Year 2023-2024 Budget of the City of Washington, Missouri	Accept Into Minutes	Memo
b. An ordinance approving the budget of the City of Washington, Franklin County, Missouri for Fiscal Year 2023-2024.	Read & Int/Read/Vote/Mayor	
<b>4. <u>CITIZENS COMMENTS:</u></b>		
<b>5. <u>UNFINISHED BUSINESS:</u></b>		
<b>6. <u>REPORT OF DEPARTMENT HEADS:</u></b>		
<b>7. <u>ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance authorizing and directing the City of Washington, Missouri to accept the Contract from AT&T for 911 call handling equipment and related services.	Read & Int/Read/Vote/Mayor	Memo
b. An ordinance authorizing and directing the execution of an EMS Dispatching Service Agreement by and between the City of Washington, Missouri and the Washington Area Ambulance District.	Read & Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Easy-Kleen Pressure Systems LTD, for the purchase of an industrial pressure washer.	Read & Int/Read/Vote/Mayor	Memo
d. An ordinance accepting the Proposal from Pace Systems, Inc. for scheduling software and services for the Washington Police Department.	Read & Int/Read/Vote/Mayor	Memo
e. An ordinance extending a Special Use Permit for a temporary shelter located at 2132 Highway A in the City of Washington, Missouri.	Read & Int/Read/Vote/Mayor	Memo

- f. An ordinance authorizing and directing the execution of an Amended and Restated Downtown Building Rehabilitation Agreement by and between the City of Washington, Missouri, Cohesion Properties, LLC, Cohesion Real Estate, LLC, and Sirens Hotel, LLC. Read & Int/Read/Vote/Mayor    Memo
- g. An ordinance amending the provisions of Chapter 335 Schedule II of the Code of the City of Washington, Missouri by adding provisions for a stop sign at the location described below. Read & Int/Read/Vote/Mayor
- h. An ordinance approving a Boundary Adjustment for Lots 10 and 11 of Charles Schmidt’s Addition and vacating a portion of Horn Street in the City of Washington, Franklin County, Missouri. Read & Int/Read/Vote/Mayor

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

- a. An ordinance approving the Final Plat of Westridge Hills Plat 2, in the City of Washington, Franklin County, Missouri. Read & Int/Read/Vote/Mayor

**9. MAYOR’S REPORT:**

- a. Special Council Meeting – September 27, 2023, 6:00 p.m.

**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. E-Cycle Collection Event – October 14, 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, SEPTEMBER 13, 2023  
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT [www.washmo.gov](http://www.washmo.gov)

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI  
TUESDAY, SEPTEMBER 5, 2023**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, September 5, 2023, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

<b>Mayor:</b>	Doug Hagedorn	Present
<b>Council Members: Ward I</b>	Al Behr	Present
	Duane Reed	Present
<b>Ward II</b>	Mark Hidritch	Present
	Mark Wessels	Present
<b>Ward III</b>	Chad Briggs	Present
	Jeff Patke	Present
<b>Ward IV</b>	Mike Coulter	Present
	Joe Holtmeier	Present
<b>Also Present:</b>	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Economic Development Director	Sal Maniaci
	Interim City Engineer	Charles Stankovic
	Building Official	Blake Marquart
	Parks Director	Wayne Dunker
	Police Chief	Jim Armstrong

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

**Approval of Minutes:**

\* Approval of the Minutes from the August 21 & 28, 2023 Council Meetings

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

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

\* High Street Extension/Sophia Waterline Change Order #1, Change Order #2 & Final Payment Request

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

**PRIORITY ITEMS:**

**Mayor's Presentations, Appointments & Reappointments:**

\* Resolution – Thank You Steve Strubberg

*THANK YOU*

*STEVE STRUBBERG*

*WHEREAS, Steve Strubberg has been a member of the Washington Historic Preservation Commission for eighteen (18) years; and*

*WHEREAS, during his eighteen (18) years in office he has given his time and effort to serve the citizens of the City of Washington, Missouri; and*

*WHEREAS, he has served faithfully and has played a vital role in the important work in the community; and*

*WHEREAS, he has been an influence for good in the growth and progress of our community; and*

*WHEREAS, Steve Strubberg is entitled to just recognition for these efforts.*

*NOW, THEREFORE, I, JAMES D. HAGEDORN by virtue of the authority vested in me as Mayor, and speaking on behalf of the Washington Historic Preservation Commission and all our citizens, do hereby tender to STEVE STRUBBERG this Resolution extending our deep appreciation for his eighteen (18) years of service to the community, and order this Resolution spread upon the records of the City of Washington, Missouri, and a copy thereof delivered to Steve Strubberg.*

*James D. Hagedorn*

*Mayor of Washington, Missouri*

*Sherri Klekamp*

*City Clerk*

*09-05-23*

\* Washington Historic Preservation Commission Appointments

*August 24, 2023*

*City Council*

*City of Washington*

*Washington, Missouri 63090*

*Dear Council Members:*

*I herewith submit for your approval the following for appointment to the Washington Historic Preservation Commission:*

*Tim Poepsel – term ending August 2024*

*(Filling vacancy of Jamie Holtmeier)*

*Joe McGowan – term ending August 2028*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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



\* Washington Tax Increment Financing Commission Appointment

*August 24, 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 Washington Tax Increment Financing Commission (TIF):*

*Chris Eckelkamp – term expiring August 2027*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

\* Washington Tax Increment Financing Commission Reappointments

*August 24, 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 Washington Tax Increment Financing Commission (TIF):*

*Thomas Holdmeier – term expiring August 2027*

*Julie Scannell – term expiring August 2027*

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

**PUBLIC HEARINGS**

\* None

**CITIZENS COMMENTS**

\* None

**UNFINISHED BUSINESS**

\* None

*(Remaining of page intentionally left blank)*

**REPORT OF DEPARTMENT HEADS**

\* **Building Code Amendments**

*August 29, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*405 Jefferson Street*

*Washington, MO 63090*

*RE: 2021 Building Code Adoption*

*Honorable Mayor and City Council,*

*The following is pertinent information to the subject request.*

*Description:*

*The City of Washington currently follows and enforces the 2015 addition of the International Code Council (ICC) codes. To stay current with the ISO grading schedule and assist with maintaining the City's ISO rating of 3, the city should not be more than 2 code cycles behind. The City of Washington entered into agreement in April 2023 with Horn Architects to streamline the Code adoption process. A panel of local developers and contractors were asked to participate on the Building Code Committee and include the following:*

*Ken Scheer-Horn Architects*

*Vic Hoerstkamp-CCS Construction and Northern Star Homes*

*Rick Hinson-Advance Plumbing Systems*

*Tim Frankenberg-Fire Chief*

*Doug Eckelkamp-Eckelkamp Electric*

*Andy Unerstall-Unerstall Construction and Front Street Development*

*The committee has met on a regular basis since May 2023 and is providing a list of changes to the 2021 ICC codes to adopt. I would like to formally adopt the 2021 ICC codes and the amendments to take effect on January 1, 2024.*

*The following codes will be adopted with the amendments proposed:*

*2021 International Building Code (IBC)*

*2021 International Residential Code (IRC)*

*2021 International Property Maintenance Code (IPMC)*

*2021 International Existing Building Code (IEBC)*

*2020 National Electrical Code NFPA 70 (NEC)*

*2021 International Swimming Pool and Spa Code (ISPSC)*

*2021 International Fuel Gas Code (IFGC)*

*2021 International Mechanical Code (IMC)*

*2021 International Plumbing Code (IPC)*

*2021 International Fire Code (IFC)*

*Cost of Project:*

*There is no additional cost to the city for adoption of these codes.*

*The City will be entering the 90-day review period with the intent to adopt the new ICC codes January 1, 2024.*

*Copies of the above codes with local amendments will be available for the general public to review at the City Clerks office, Washington Public Library, and the Engineering Department.*

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

*Respectfully,*

*Blake Marquart*

*Building Official*

City Administrator Darren Lamb and Building Official Blake Marquart briefly discussed the 2021 Building Code Adoption.

### **ORDINANCES/RESOLUTIONS**

**Bill No. 23-12867, Ordinance No. 23-13833, an ordinance authorizing and directing the City Administrator to execute Washington Regional Airport Lease Agreements for hangar space.**

The ordinance was introduced by Councilmember Patke.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Coulter-aye, Holtmeier-aye, Patke-aye, Wessels-aye, Hidritch-aye, Behr-aye, Reed-aye, Briggs-aye.

**Bill No. 23-12868, Ordinance No. 23-13834, an ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Region Welding of Missouri for the purchase of one (1) 28' Gooseneck Deckover Trailer.**

The ordinance was introduced by Councilmember Hidritch.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Coulter-aye, Holtmeier-aye, Patke-aye, Wessels-aye, Hidritch-aye, Behr-aye, Reed-aye, Briggs-aye.

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

\* None

### **MAYOR'S REPORT**

- \* Special Council Meeting – September 27, 2023, 6:00 p.m.
- \* Thank you to everyone for all of the hard work that has been done with regards to the budget process.

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

\* None

### **COUNCIL COMMENTS**

- \* Discussion on trash pickup.
- \* Thank you to the Building Code Committee for working on the code changes.

*(Remaining of page intentionally left blank)*

**CITY ATTORNEY'S REPORT**

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 7:20 p.m. on the following roll call vote; Coulter-aye, Holtmeier-aye, Patke-aye, Wessels-aye, Hidritch-aye, Behr-aye, Reed-aye, Briggs-aye.

The regular session reconvened at 8:50 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 8:50 p.m. by Councilmember Holtmeier, seconded by Councilmember Wessels passed without dissent.

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

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

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

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

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

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

CITY OF WASHINGTON  
 CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY  
 APRIL 2023

	City Collector's Report				Adjusted Cash Position					OVER (UNDER) FUNDED
	CASH BALANCE AS OF 4/1/2023	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 4/30/2023	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 4/30/2023	① LESS 15% / 25% DESIGNATED	
<b>CASH FUNDS:</b>										
GENERAL FUND ②	1,622,262.08	2,512,131.10	(1,071,213.26)	3,063,179.92	(81,057.18)	(11,361.69)	2,970,761.05	2,495,877.87	(1,835,476.20)	3,631,162.72
LIBRARY FUND ②	586,164.63	193,761.33	(437,198.94)	342,727.02	(53,901.06)	(3,789.06)	285,036.90	0.00	0.00	285,036.90
VOLUNTEER FIRE FUND	2,249,038.00	10,057.24	(57,464.25)	2,201,630.99	0.00	(26,435.28)	2,175,195.71	0.00	0.00	2,175,195.71
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	1,082,324.57	40,030.82	0.00	1,122,355.39	0.00	0.00	1,122,355.39	0.00	0.00	1,122,355.39
STORM WATER IMPROVEMENT FUND	2,568,786.54	153,705.24	(117,529.71)	2,604,962.07	0.00	0.00	2,604,962.07	1,363,676.00	0.00	3,968,638.07
CAPITAL IMPROVEMENT SALES TAX FUND	2,218,027.62	247,608.66	(188,869.05)	2,276,767.23	0.00	0.00	2,276,767.23	0.00	0.00	2,276,767.23
TRANSPORTATION SALES TAX FUND ②	679,048.84	554,961.31	(239,107.57)	994,902.58	0.00	0.00	994,902.58	0.00	0.00	994,902.58
DEBT SERVICE C.O.P. FUND	1,974,126.59	8,267.73	(1,500.00)	1,980,894.32	(1,433,338.39)	0.00	547,555.93	0.00	0.00	547,555.93
DOWNTOWN TIF RPA-1 FUND	1,268,181.75	3,804.07	(72,452.25)	1,199,533.57	0.00	0.00	1,199,533.57	0.00	0.00	1,199,533.57
FRONT & MAIN TIF RPA-3 FUND	90,540.67	277.82	(49,453.99)	41,364.50	0.00	0.00	41,364.50	0.00	0.00	41,364.50
RHINE RIVER TIF RPA-2 FUND	94,937.14	20,708.82	(114,106.07)	1,539.89	0.00	0.00	1,539.89	0.00	0.00	1,539.89
WATER FUND	597,680.79	143,816.24	(116,248.16)	625,248.87	0.00	0.00	625,248.87	0.00	(398,571.50)	226,677.37
SEWAGE TREATMENT FUND	(456,616.70)	189,394.96	(225,620.79)	(492,842.53)	0.00	0.00	(492,842.53)	0.00	(669,762.75)	(1,162,605.28)
SOLID WASTE FUND	3,598,528.95	266,063.13	(218,171.87)	3,646,420.21	(7,427,569.19)	0.00	(3,781,148.98)	0.00	(907,580.25)	(4,688,729.23)
PHOENIX CENTER II CID FUND	2,222.95	60,507.43	(59,099.08)	3,631.30	0.00	0.00	3,631.30	0.00	0.00	3,631.30
<b>TOTALS</b>	<b>\$ 18,175,254.42</b>	<b>\$ 4,405,095.90</b>	<b>\$ (2,968,034.99)</b>	<b>\$ 19,612,315.33</b>	<b>\$ (8,995,865.82)</b>	<b>\$ (41,586.03)</b>	<b>\$10,574,866.48</b>	<b>\$3,859,553.87</b>	<b>\$(3,811,390.70)</b>	<b>\$ 10,623,026.65</b>

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 6,413.79

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

8/31/23  
 DATE

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

8/31/23  
 DATE

① = Resolution No. 11-108880 15% = Fund Balance Reserved For General Operating Fund  
 25% - Fund Balance 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  
 CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY  
 MAY 2023

	City Collector's Report				Adjusted Cash Position					
	CASH BALANCE AS OF 5/1/2023	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 5/31/2023	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 5/31/2023	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
<b>CASH FUNDS:</b>										
GENERAL FUND ②	3,063,179.92	1,490,079.24	(925,292.69)	3,627,966.47	(82,696.04)	(12,361.69)	3,532,908.74	2,492,478.21	(1,835,476.20)	4,189,910.75
LIBRARY FUND ②	342,727.02	11,564.57	(169,480.12)	184,811.47	(54,106.33)	(3,806.17)	126,898.97	0.00	0.00	126,898.97
VOLUNTEER FIRE FUND	2,201,630.99	13,328.52	(86,378.57)	2,128,580.94	0.00	(26,435.28)	2,102,145.66	0.00	0.00	2,102,145.66
VEHICLE & EQUIPMENT										
REPLACEMENT FUND ②	1,122,355.39	37,567.36	(208,597.03)	951,325.72	0.00	0.00	951,325.72	0.00	0.00	951,325.72
STORM WATER IMPROVEMENT FUND	2,604,962.07	98,369.07	(177,869.53)	2,525,461.61	0.00	0.00	2,525,461.61	1,363,676.00	0.00	3,889,137.61
CAPITAL IMPROVEMENT SALES TAX FUND	2,276,767.23	214,982.89	(515,849.29)	1,975,900.83	0.00	0.00	1,975,900.83	0.00	0.00	1,975,900.83
TRANSPORTATION SALES TAX FUND ②	994,902.58	301,494.65	(223,985.54)	1,072,411.69	0.00	0.00	1,072,411.69	0.00	0.00	1,072,411.69
DEBT SERVICE C.O.P. FUND	1,980,894.32	8,943.61	0.00	1,989,837.93	(1,433,338.39)	0.00	556,499.54	0.00	0.00	556,499.54
DOWNTOWN TIF RPA-1 FUND	1,199,533.57	23,885.28	0.00	1,223,418.85	0.00	0.00	1,223,418.85	0.00	0.00	1,223,418.85
FRONT & MAIN TIF RPA-3 FUND	41,364.50	219.17	0.00	41,583.67	0.00	0.00	41,583.67	0.00	0.00	41,583.67
RHINE RIVER TIF RPA-2 FUND	1,539.89	3,891.61	0.00	5,431.50	0.00	0.00	5,431.50	0.00	0.00	5,431.50
WATER FUND	625,248.87	201,933.43	(176,565.76)	650,616.54	0.00	0.00	650,616.54	0.00	(398,571.50)	252,045.04
SEWAGE TREATMENT FUND	(492,842.53)	204,681.79	(219,062.66)	(507,223.40)	0.00	0.00	(507,223.40)	0.00	(669,762.75)	(1,176,986.15)
SOLID WASTE FUND	3,646,420.21	253,323.26	(200,524.20)	3,699,219.27	(7,482,232.53)	0.00	(3,783,013.26)	0.00	(907,580.25)	(4,690,593.51)
PHOENIX CENTER II CID FUND	3,631.30	38,960.32	(39,373.99)	3,217.63	0.00	0.00	3,217.63	0.00	0.00	3,217.63
<b>TOTALS</b>	<b>\$ 19,612,315.33</b>	<b>\$ 2,903,224.77</b>	<b>\$ (2,942,979.38)</b>	<b>\$ 19,572,560.72</b>	<b>\$ (9,052,373.29)</b>	<b>\$ (42,603.14)</b>	<b>\$10,477,584.29</b>	<b>\$3,856,154.21</b>	<b>\$(3,811,390.70)</b>	<b>\$ 10,522,347.80</b>

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 4,985.43

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

9/6/23  
 DATE

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


9/6/2023  
 DATE

① = Resolution No. 11-108880 15% =Fund Balance Reserved For General Operating Fund  
 25% - Fund Balnace 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**

 <b>APRIL 2023</b>	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
	<b>GOVERNMENT BONDS:</b>								
FEDERAL FARM CREDIT BANK BOND	3/31/2023	0.550%	7/22/2026	\$ 192,265.90	1,206.15	-	-	-	\$ 193,472.05
US TRASURY BILL	8/11/2022	0.000%	7/13/2023	\$ 477,640.24	1,582.68	-	-	-	\$ 479,222.92
US TREASURY NOTE	7/27/2022	1.250%	7/31/2023	\$ 1,019,987.52	2,012.40	-	-	-	\$ 1,021,999.92
FEDERAL HOME LOAN BANK BONDS	1/31/2023	4.875%	9/13/2024	\$ 366,792.15	(620.50)	-	-	-	\$ 366,171.65
FEDERAL FARM CREDIT BANK	1/31/2023	3.625%	10/26/2026	\$ 369,202.86	1,238.36	3,380.31	-	-	\$ 370,441.22
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 471,700.80	926.40	-	-	-	\$ 472,627.20
<b>IBN: BOND TOTALS:</b>				<b>\$ 2,897,589.47</b>	<b>\$ 6,345.49</b>	<b>\$ 3,380.31</b>		<b>\$ -</b>	<b>\$ 2,903,934.96</b>
<b>CERTIFICATES OF DEPOSITS:</b>									
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$ 236,802.30	(14.70)	-	-	-	\$ 236,787.60
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$ 239,438.50	744.80	-	-	-	\$ 240,183.30
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 235,593.60	823.20	-	-	-	\$ 236,416.80
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 237,610.74	983.55	-	-	-	\$ 238,594.29
<b>CERTIFICATE OF DEPOSITS TOTALS:</b>				<b>\$ 949,445.14</b>	<b>\$ 2,536.85</b>	<b>\$ 3,380.31</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 951,981.99</b>
<b>MONEY MARKETS:</b>									
IBN: MONEY MARKET				\$ 192.01		64.60	-	3,380.31	\$ 3,636.92
<b>MONEY MARKET TOTALS:</b>				<b>\$ 192.01</b>					<b>\$ 3,636.92</b>
<b>GRAND TOTALS:</b>				<b>\$ 3,847,226.62</b>	<b>\$ 8,882.34</b>	<b>\$ 3,444.91</b>	<b>\$ -</b>		<b>\$ 3,859,553.87</b>

**ALLOCATIONS OF FUNDS:**

PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,990,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	505,877.87	
<b>TOTAL GENERAL FUND:</b>		<b>\$ 2,495,877.87</b>
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,363,676.00	
<b>TOTAL STORMWATER FUND:</b>		<b>\$ 1,363,676.00</b>
<b>TOTAL MARKET VALUE OF INVESTMENTS:</b>		<b>\$ 3,859,553.87</b>


  
 \_\_\_\_\_  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

8/31/23  
 \_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER

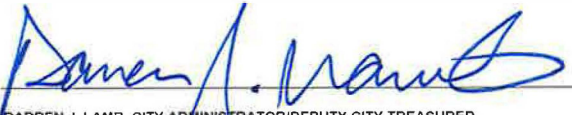
8/31/23  
 \_\_\_\_\_  
 DATE

**CITY OF WASHINGTON MONTHLY INVESTMENT REPORT**


 <b>MAY 2023</b>	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
	<b>GOVERNMENT BONDS:</b>								
FEDERAL FARM CREDIT BANK BOND	3/31/2023	0.550%	7/22/2026	\$ 193,472.05	(853.55)	-	-	-	\$ 192,618.50
US TRASURY BILL	8/11/2022	0.000%	7/13/2023	\$ 479,222.92	1,906.96	-	-	-	\$ 481,129.88
US TREASURY NOTE	7/27/2022	1.250%	7/31/2023	\$ 1,021,999.92	3,126.96	-	-	-	\$ 1,025,126.88
FEDERAL HOME LOAN BANK BONDS	1/31/2023	4.875%	9/13/2024	\$ 366,171.65	(1,606.00)	-	-	-	\$ 364,565.65
FEDERAL FARM CREDIT BANK	1/31/2023	3.625%	10/26/2026	\$ 370,441.22	(3,174.23)	-	-	-	\$ 367,266.99
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 472,627.20	(9.60)	-	-	-	\$ 472,617.60
<b>IBN: BOND TOTALS:</b>				<b>\$ 2,903,934.96</b>	<b>\$ (609.46)</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 2,903,325.50</b>
<b>CERTIFICATES OF DEPOSITS:</b>									
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$ 236,787.60	(921.20)	-	-	-	\$ 235,866.40
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$ 240,183.30	(948.15)	-	-	-	\$ 239,235.15
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 236,416.80	(340.80)	-	-	-	\$ 236,076.00
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 238,594.29	(629.97)	-	-	-	\$ 237,964.32
<b>CERTIFICATE OF DEPOSITS TOTALS:</b>				<b>\$ 951,981.99</b>	<b>\$ (2,840.12)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 949,141.87</b>
<b>MONEY MARKETS:</b>									
IBN: MONEY MARKET				\$ 3,636.92		49.92	-	0.00	\$ 3,686.84
<b>MONEY MARKET TOTALS:</b>				<b>\$ 3,636.92</b>					<b>\$ 3,686.84</b>
<b>GRAND TOTALS:</b>				<b>\$ 3,859,553.87</b>	<b>\$ (3,449.58)</b>	<b>\$ 49.92</b>	<b>\$ -</b>		<b>\$ 3,856,154.21</b>

**ALLOCATIONS OF FUNDS:**

PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,990,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	502,478.21	
<b>TOTAL GENERAL FUND:</b>		<b>\$ 2,492,478.21</b>
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,363,676.00	
<b>TOTAL STORMWATER FUND:</b>		<b>\$ 1,363,676.00</b>
<b>TOTAL MARKET VALUE OF INVESTMENTS:</b>		<b>\$ 3,856,154.21</b>

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

9/6/23  
 DATE

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

9/6/2023  
 DATE



# Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

## Water and Wastewater Professionals Week

September 10 - September 16, 2023

*WHEREAS*, water is one of our most valuable economic, environmental, and recreational resources; and

*WHEREAS*, safe drinking water sustains the life, health, and safety of our citizens; and

*WHEREAS*, abundant water supplies attract industry and investment, and create jobs; and

*WHEREAS*, proper transport and treatment of wastewater contributes to healthy communities, and improved water quality for streams, rivers, and lakes; and

*WHEREAS*, water and wastewater professionals maintain and operate the infrastructure, facilities, and services that are vital to sustainable and resilient communities, public health, high quality of life, and the wellbeing of all Missourians; and

*WHEREAS*, communities rely on water and wastewater professionals to maintain services through extreme weather events, such as drought, flooding and ice storms, and other difficult times; and

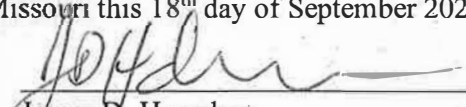
*WHEREAS*, Missouri's water and wastewater professionals include certified operators, maintenance personnel, laboratory staff, wastewater collection crews, biosolids workers, industrial waste pretreatment personnel, engineers, administrative staff, and others; and

*WHEREAS*, Water and Wastewater Professionals Week is a unique opportunity for these professionals and the communities they serve to join together to recognize the vital role water and wastewater professionals play in our daily lives.

**NOW, THEREFORE**, I, James D. Hagedorn, Mayor of the City of Washington, do hereby proclaim the week of September 10 - September 16, 2023, as Water and Wastewater Professionals Week in the City of Washington.



*In Witness Whereof*, I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 18<sup>th</sup> day of September 2023.

  
James D. Hagedorn  
Mayor

## NOTICE OF PUBLIC HEARING - BUDGET

The City Council of the City of Washington, Missouri, will formally consider for adoption the proposed budget for the fiscal period October 1, 2023 to September 30, 2024. The public hearing will be in the City Council Chambers at City Hall, 405 Jefferson Street, Washington, MO, at 7:00 P.M. C.D.T on September 18, 2023, or as soon thereafter as the public may be heard.

The proposed budget includes:

### REVENUES:

<b>Estimated Revenues</b>	<b>\$41,091,110</b>
<b>Other Financing Sources</b>	<b>6,341,290</b>
<b>Projected Reserves-All Funds</b>	<b><u>26,894,840</u></b>
<b>TOTAL</b>	<b><u>\$74,327,240</u></b>

### EXPENDITURES/EXPENSES:

<b>General Fund</b>	<b>\$ 15,054,130</b>
<b>Library Fund</b>	<b>898,840</b>
<b>Volunteer Fire Fund</b>	<b>1,345,860</b>
<b>Vehicle &amp; Equipment Replacement Fund</b>	<b>1,239,000</b>
<b>Storm Water Improvement Fund</b>	<b>2,725,780</b>
<b>Capital Improvement Sales Tax Fund</b>	<b>6,582,850</b>
<b>Transportation Sales Tax Fund</b>	<b>7,907,630</b>
<b>Water Fund</b>	<b>3,589,080</b>
<b>Sewage Treatment Fund</b>	<b>6,049,000</b>
<b>Solid Waste Fund</b>	<b>5,532,700</b>
<b>Debt Service Funds</b>	<b>2,901,590</b>
<b>Other Financing Uses</b>	<b><u>6,331,290</u></b>
<b>TOTAL</b>	<b><u>\$60,157,750</u></b>

**Total Projected Fund Balances, 9/30/2024** **\$14,169,490**

The proposed budget is available for public inspection at the Finance Director's Office located at City Hall at 405 Jefferson Street between the hours of 8:00 A.M. and 5:00 P.M. C.D.T. Public comments and questions, both written and oral, will be heard and considered at the hearing aforementioned.

**CITY OF WASHINGTON**

Sherri Klekamp  
City Clerk

Publish in the Washington Missourian on September 13, 2023, and the Weekend Washington Missourian on September 16, 2023.

# Memo

**To:** City Council  
**From:** Darren Lamb  
**cc:** Mayor  
**Date:** 9/13/23  
**Re:** 23/24 Budget

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Administration and Finance have completed final reviews of the budget. Below are highlights of the proposed budget:

## General Fund

- Grades 10 and 11 full time positions would be eligible (in addition to cola and merit) for a 5% market adjustment increase (excluding Communications/Dispatch)
- Grade 12 full time positions would be eligible (in addition to cola and merit) for a 1% market adjustment increase (excluding Communications/Dispatch)
- All Communications/Dispatch employees would be subject to a 3% cola and 2% merit in addition to a one time annual payment of \$5,500 at the end of the budget year.
- All commissioned officers would be subject to a 3% cola and 2% merit in addition to a one time annual payment based upon Prop P funding later this fall.
- All other full time and part time positions would be subject to a 3% cola and 2% merit.
- Annual payment to commissioned Police Officers (anticipated at \$4,000)
- 4% increase in sales tax
- Salary Study similar to the full report completed in 2017

## Local Use Tax Fund

- Prioritize and reconstruct existing private stormwater retention basins
- Utilize funds to slipline sanitary sewer mains to reduce infiltration
- 4% increase in use tax

## Water Fund

- Annual rate increase subject to CPI
- New water tower East end of town - \$600,000

## Wastewater rate increase

- Public hearing and ordinance scheduled for September 27<sup>th</sup>, 2023

## Capital Improvement Sales Tax Fund

- City Auditorium roof insulation and exterior improvements - \$135,000
- Downtown Washington improvements (including new light standards, paver replacement, utility burial, Front & Main infrastructure) \$925,000
- Equipment storage facility \$800,000
- Pool house renovation \$389,000
- Park maintenance building and shed remodel \$226,800
- Riverfront parking lot (old sandlot) \$250,000
- Sanitary Sewer slip lining \$250,000
- Oldenburg Industrial Park - \$3,500,000 (anticipated EDA grant of \$1.5 mill)

## Transportation Sales Tax Fund

- East West Parkway - \$560,000
- Westlink Drive - \$467,750
- Don Avenue - \$200,000
- East Third St. - \$1,509,950
- Jefferson St. - \$1,369,930
- W. Second St. - \$860,000
- Various Streets - \$200,000
- Riverfront Trail Connection \$425,000 (grant funding \$250,000)

## Marijuana Tax

- One FTE and Parks Master Plan
- \$5,500 annual payment to Communications employees

## ARPA funds

- Economic Development utility extensions \$500,000
- 911 System upgrade priority dispatch EMD \$265,000

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

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

AN ORDINANCE APPROVING THE BUDGET OF THE CITY  
OF WASHINGTON, FRANKLIN COUNTY, MISSOURI FOR  
FISCAL YEAR 2023-204

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

SECTION 1: That the budget for the City of Washington, Franklin County, Missouri,

for the fiscal year 2023-2024, is hereby approved as follows:

**REVENUES:**

Estimated Revenues	\$41,091,110
Other Financing Sources	6,341,290
Projected Reserves-All Funds	<u>26,894,840</u>

<b>TOTAL</b>	<b><u>\$74,327,240</u></b>
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**EXPENDITURES/EXPENSES:**

General Fund	\$ 15,054,130
Library Fund	898,840
Volunteer Fire Fund	1,345,860
Vehicle & Equipment Replacement Fund	1,239,000
Storm Water Improvement Fund	2,725,780
Capital Improvement Sales Tax Fund	6,582,850
Transportation Sales Tax Fund	7,907,630
Water Fund	3,589,080
Wastewater Treatment Fund	6,049,000
Solid Waste Fund	5,532,700
Debt Service Funds	2,901,590
Other Financing Uses	<u>6,331,290</u>

<b>TOTAL</b>	<b><u>\$60,157,750</u></b>
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<b>Total Projected Fund Balances, 9/30/2024</b>	<b><u>\$14,169,490</u></b>
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SECTION 2: All ordinances or parts of ordinances in conflict are hereby repealed.

SECTION 3: This ordinance to be in full force and effect from and after October 1, 2023.

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

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

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

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

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

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

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
CITY OF WASHINGTON, MISSOURI TO ACCEPT THE  
CONTRACT FROM AT&T FOR 911 CALL HANDLING  
EQUIPMENT AND RELATED SERVICES

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 Contract by and between the City of Washington, Missouri and AT&T for 911 call handling equipment and services. A copy of said contract is attached and is marked as Exhibit A.

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

SECTION 3: Vendor shall meet all specifications as indicated.

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

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

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

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

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

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

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

Exhibit A



**AT&T ESInet™  
(Emergency Services IP Network)  
PRICING SCHEDULE**

**AT&T MA Reference No. MA50005030UA**

Please sign by October 28, 2023

<b>Customer</b>	<b>AT&amp;T</b>
City of Washington Street Address: 301 Jefferson St City: Washington State/Province: MO Zip Code: 63090 Country: USA	AT&T Corp
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Jennifer Brune Title: Director of Communications Street Address: 301 Jefferson St City: Washington State/Province: MO Zip Code: 63090 Country: USA Telephone: 636-390-1050 Email: jbrune@washmo.gov	Name: Justin Vaughn Street Address: 612 E. Walnut St. City: Belton State/Province: MO Zip Code: 64012 Country: USA Telephone: 816-808-7264 Email: jv6080@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Jean-Claude Rizk Sales Strata: SLED Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and includes Attachment A Service Order.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

pcs_processed_cs_approved ROME SR ID #: SR-04349	<b>AT&amp;T and Customer Confidential</b> Page 1 of 7	AT&T ESInet™ icb_sales_no_advance_pay ESInet_Rate_Plan v. 10/11/18
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7a



	For AT&T Administrative Use Only  Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**AT&T ESInet™  
PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Emergency Service IP Network™ (AT&T ESInet™)	See Exhibit A

AT&T ESInet™ will become generally available when the Service Guide is published and available at <http://new.serviceguide.att.com> or such other AT&T-designated location. Upon publication, such service description and other terms shall supersede the provisions of the Interim Service Guide, attached to this Pricing Schedule as Exhibit A.

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	60 months
<b>Automatic Term Extension of Pricing Schedule</b>	Where permitted by applicable law, successive 12 month periods, unless either party terminates the Automatic Term Extension via written notice to the other party, given at least sixty (60) days prior to the expiration date of Initial Term or then-current Automatic Term Extension. Where permitted by law, each party waives any right to receive notice prior to any such automatic extension.
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule.
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Legacy Connections	100%	36 months
ESInet Network Connection	100%	36 months
ESInet Call Routing	100%	36 months
Local Access Connections	100%	36 months
Other Charges	100%	36 months

7a

	For AT&T Administrative Use Only  Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**AT&T ESInet™  
PRICING SCHEDULE**

**4. NOTICE OF WITHDRAWAL**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

**5. PRICING**

**5.1. Addition of Components to Customer's Schedule of Charges.**

Discounts are applied at the Sub-Discount Category Level as specified below - No other discounts apply.

**5.1.1 AT&T ESInet™ Sub-Discount Category – Legacy Connections**

AT&T ESInet™ Sub-Discount Category – Legacy Connections	DISCOUNT: 58.50%
Service Component	Undiscounted Monthly Recurring Charge
Legacy Connection	\$22.00

**5.1.2 AT&T ESInet™ Sub-Discount Category – ESInet Network Connections**

AT&T ESInet™ Sub-Discount Category – ESInet Network Connections	DISCOUNT: 58.52%
Service Component	Undiscounted Monthly Recurring Charge
Mngd T1 Primary PSAP/Host Connection	\$1,690.00
Mngd 3MB Primary PSAP/Host Connection	\$1,710.00
Mngd 6MB Primary PSAP/Host Connection	\$1,755.00
Mngd 10MB Primary PSAP/Host Connection	\$1,805.00
Mngd 20MB Primary PSAP/Host Connection	\$1,905.00
Mngd 50MB Primary PSAP/Host Connection	\$2,140.00
Mngd 100MB Primary PSAP/Host Connection	\$2,415.00
Mngd T1 Secondary PSAP/Host Connection	\$305.00
Mngd 3MB Secondary PSAP/Host Connection	\$625.00
Mngd 6MB Secondary PSAP/Host Connection	\$670.00
Mngd 10MB Secondary PSAP/Host Connection	\$720.00
Mngd 20MB Secondary PSAP/Host Connection	\$820.00
Mngd 50MB Secondary PSAP/Host Connection	\$1,055.00
Mngd 100MB Secondary PSAP/Host Connection	\$1,330.00

*Ta*

	For AT&T Administrative Use Only  Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**AT&T ESInet™  
PRICING SCHEDULE**

**5.1.3 AT&T ESInet™ Sub-Discount Category – ESInet Call Routing Service**

<b>AT&amp;T ESInet™ Sub-Discount Category – ESInet 9-1-1 Call Routing</b>	
<b>Total Contract Population Size / Undiscounted Monthly Recurring Charge*</b>	<b>DISCOUNT:</b>
under 1M Population / MRC= \$220.00	63.64 %
*Rate shown is based on Total Contract Population. Population is calculated to the nearest thousand, rounded up. Each PSAP will be charged by multiplying this rate by the PSAP population served.	

**5.1.4 AT&T ESInet™ Sub-Discount Category – Local Access Primary Connections**

Customer acknowledges that the election to NOT install diverse circuits covering the Last Mile connection to the PSAP. (i.e. the connection the APVN circuit demarcation and Customer Premises) results in a single connection. A single connection may result in a PSAP outage during routine or emergency maintenance, fiber cuts, or other events. AT&T strongly recommends the Customer purchase full last mile diversity.

<b>AT&amp;T ESInet™ Sub-Discount Category – Local Access Primary Connections</b>		No Discounts applicable to below rates
<b>Site Name</b>	<b>Site Address</b>	<b>Monthly Recurring Charge</b>
		\$n/a
<b>Special Construction Charge, if applicable, may apply under a separate contract.</b>		

**5.1.5 AT&T ESInet™ Sub-Discount Category – Local Access Secondary Connections**

Customer acknowledges that the election to NOT install diverse circuits covering the Last Mile connection to the PSAP. (i.e. the connection the APVN circuit demarcation and Customer Premises) results in a single connection. A single connection may result in a PSAP outage during routine or emergency maintenance, fiber cuts, or other events. AT&T strongly recommends the Customer purchase full last mile diversity.

<b>AT&amp;T ESInet™ Sub-Discount Category – Local Access Secondary Connections</b>		No Discounts applicable to below rates
<b>Site Name</b>	<b>Site Address</b>	<b>Monthly Recurring Charge</b>
		\$n/a
<b>Special Construction Charge, if applicable, may apply under a separate contract.</b>		

7a

	For AT&T Administrative Use Only  Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**AT&T ESInet™  
PRICING SCHEDULE**

**5.1.6 AT&T ESInet™ Sub-Discount Category – Professional Services**

AT&T ESInet™ Sub-Discount Category – Professional Services	Monthly Recurring Charge	Non-Recurring Charge*
<b>Service Component</b>		
Prof Svcs - Addnl Install & Materials	n/a	\$500.00
Professional Svcs - Custom Reports	\$100.00	\$500.00
Professional Svcs - GIS Services	n/a	\$500.00
*Non-Recurring Charge is billed in \$500 per hour increments		

**5.1.7 AT&T ESInet™ Sub-Discount Category – Other Charges or Credits**

AT&T ESInet™ Sub-Discount Category – Other Charges	Monthly Recurring Charge	Non-Recurring Charge
Secondary or Backup PSAP Charge	\$1,460.00	n/a
FirstNet Wireless Backup (FNWB) Bundle Charge	\$n/a	\$n/a
GIS Onboarding Service	\$n/a	\$n/a
	\$	\$

**6. Initial Order**

This Pricing Schedule is Customer's order for new Services and/or Service Components – See Attachment A.

Customer may request additional, or changes to, Services and/or Service Components by submitting a subsequent signed Service Order – see Attachment B.

7a

	For AT&T Administrative Use Only  Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**AT&T ESInet™  
PRICING SCHEDULE**

**ATTACHMENT A – AT&T ESInet™ INITIAL SERVICE ORDER**

This Initial Service Order by and between AT&T Corp ("AT&T") and City of Washington ("Customer") represents Customer's order for Service Components as specified below.

NOW, THEREFORE, in accordance with the mutually agreed upon change control process, AT&T and Customer hereby agree to amend the Pricing Schedule as follows:

1. **Initial Order:** Add Service Components as set forth below.
2. The Minimum Payment Period in the Pricing Schedule applies to all Service Components.
3. **Order Rates and Charges:** The Rates and Charges in the AT&T ESInet™ Pricing Schedule apply to all Service Components ordered under this Initial Service Order. The quantities listed below must include all Service Components, including quantities, ordered under this Initial Service Order. The parties understand that any changes requested are cumulative to the original Service Order.

CUSTOMER INFORMATION	
Customer Information	Customer Contact
Legal Name: City of Washington	Name: Jennifer Brune
Street Address: 301 Jefferson St	Title: Director of Communications
City: Washington State: MO Zip: 63090	Tel #: 636-390-1050
Total Customer Population Contracted: 15,075	

AT&T CONTACT INFORMATION	
AT&T Sales Contact - Primary Contact	AT&T Contact - Additional Contact
Name: Justin Vaughn	Name: Brent Trease
Title: Application Sales Executive	Title: Sales Systems Engineer
Tel #: 816-808-7264	Tel #: 918-576-2600
Email: jv6080@att.com	Email: kt6426@att.com

LEGACY CONNECTIONS (Connection between the OSP demarc and AT&T ESInet demarc)	
DESCRIPTION	QUANTITY
Legacy Connection (Per DS0 Port)	0
ESInet NETWORK CONNECTIONS – PRIMARY CONNECTION (Connection from the Core Call Processing Node to the Customer demarc)	
DESCRIPTION	QUANTITY
Managed T1 Primary PSAP/Host Connection	0
Managed 3MB Primary PSAP/Host Connection	0
Managed 6MB Primary PSAP/Host Connection	0
Managed 10MB Primary PSAP/Host Connection	0
Managed 20MB Primary PSAP/Host Connection	0
Managed 50MB Primary PSAP/Host Connection	0

7a

	For AT&T Administrative Use Only  Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
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**AT&T ESInet™  
PRICING SCHEDULE**

Managed 100MB Primary PSAP/Host Connection	0
<b>ESInet NETWORK CONNECTIONS – SECONDARY CONNECTION (Redundant Connection from the Core Call Processing Node to the Customer Demarc)</b>	
<b>DESCRIPTION</b>	<b>QUANTITY</b>
Managed T1 Secondary PSAP/Host Connection	0
Managed 3MB Secondary PSAP/Host Connection	0
Managed 6MB Secondary PSAP/Host Connection	0
Managed 10MB Secondary PSAP/Host Connection	0
Managed 20MB Secondary PSAP/Host Connection	0
Managed 50MB Secondary PSAP/Host Connection	0
Managed 100MB Secondary PSAP/Host Connection	0
<b>LOCAL ACCESS PRIMARY CONNECTION</b>	
<b>Site Name</b>	<b>QUANTITY</b>
<b>Site Address</b>	n/a
	n/a
<b>LOCAL ACCESS SECONDARY CONNECTION*</b>	
<b>LOCATION</b>	<b>QUANTITY</b>
	n/a
	n/a
*Special Construction Charge, if applicable, may apply under a separate contract.	
<b>9-1-1 CALL ROUTING PLATFORM</b> (9-1-1 Call Routing charges are based on the Total Customer Population contracted. Population is calculated to the nearest thousand, rounded up.)	
Population Size / Monthly Recurring Charge	3M-4,999,999 Population / MRC = \$190.00

<b>PROFESSIONAL SERVICES</b>		
<b>SERVICE COMPONENT</b>	<b>QUANTITY</b>	<b>NUMBER OF HOURS</b>
Prof Svcs - Addnl Install & Materials	n/a	0
Professional Svcs - Custom Reports	0	0
Professional Svcs - GIS Services	n/a	0
*Non-Recurring Charge is billed in \$500 per hour increments		

<b>OTHER CHARGES</b>	
<b>DESCRIPTION</b>	<b>QUANTITY</b>
Secondary or Backup PSAP Charge	0
FirstNet Wireless Backup (FNWB) Bundle Charge	0
GIS Onboarding Service	0

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CUSTOMER Legal Name ("Customer")	AT&T Corp. on its own behalf and on behalf of its service providing affiliates ("AT&T")	AT&T Branch Sales Contact Name
City of Washington	AT&T Corp. on its own behalf and on behalf of its service providing affiliates	Name: Justin Vaughn
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 301 Jefferson St City: Washington State/Province: MO Country: USA Zip Code: 63090	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: <a href="mailto:mast@att.com">mast@att.com</a>	Address: 612 E. Walnut St. City: Belton State/Province: MO Country: USA Zip Code: 64012 Phone : 816-808-7264 Email : <a href="mailto:jv6080@att.com">jv6080@att.com</a> Sales/Branch Manager: Dustin Alexander SCVP Name: Jean-Claude Rizk
CUSTOMER Contact		AT&T Contact Information
Name: Jennifer Brune Title: Director of Communications Telephone: 636-390-1050 Fax: Email: <a href="mailto:jbrune@washmo.gov">jbrune@washmo.gov</a>		Name: Justin Vaughn Address: 612 E. Walnut St. City: Belton State/Province: MO Country: USA Zip Code: 64012 Phone : 816-808-7264 Email : <a href="mailto:jv6080@att.com">jv6080@att.com</a>
CUSTOMER Billing Address and Contact		
Street Address: 301 Jefferson St City: Washington State/Province: MO Country: USA Zip Code: 63090 Name: Jennifer Brune Title: Director of Communications Telephone: 636-390-1050 Fax: Email: <a href="mailto:jbrune@washmo.gov">jbrune@washmo.gov</a>		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider B3, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- Rider A – Purchased Equipment
  Rider B – AT&T-Provided Services
  Sub-Rider B1 – AT&T-Provided 911 Voice Maintenance  
 Sub-Rider B2 – AT&T-Provided 911 Voice Warranty Services  
 Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

CUSTOMER	AT&T Corp. on its own behalf and on behalf of its service providing affiliates
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

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**GENERAL TERMS APPLICABLE TO  
AT&T PUBLIC SAFETY EQUIPMENT RESALE AND RELATED SERVICES**

**1. SERVICES AND PURCHASED EQUIPMENT**

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" – per applicable Riders and Sub-Riders.

**2. QUOTE**

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

**3. ORDERS**

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

**4. TAX EXEMPTION**

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

**5. TERMINATION**

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

**6. LIMITATION OF LIABILITY**

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for AT&T-Provided Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

**7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE**

(a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

**8. MAINTENANCE CHARGES**

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable.

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## Rider A – Purchased Equipment

### 1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

### 2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

### 3. SHIPPING AND STORAGE

(a) Shipping Charges.

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

### 4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

### 5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

### 6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

### 7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

## Rider B – AT&T-Provided Services

### 1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

### 2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

### 3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

### 4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

### 5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

### 6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

### 7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

### 8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

### 9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

### 10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

## Rider B1 – AT&T-Provided 911 Voice Maintenance Services

### 1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T 911 Voice Maintenance Solutions ("911VMS")	<i>Pending Approval</i>

AT&T provides AT&T 911 Voice Maintenance Solutions Services ("Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

### 2. CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

### 3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST THIRTY (30) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

### 4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

### 5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

### 6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

## Rider B2 – AT&T-Provided 911 Voice Warranty Services

### 1. WARRANTY SERVICES

(a) AT&T Warranty Services, as described in this Sub-Rider, apply to Purchased Equipment used in 911 CPE call handling solutions purchased from and installed by AT&T. Purchased Equipment covered by AT&T Warranty Services is specified in a SOW or the Service Guide. Basic Warranty Service is provided without additional charge. AT&T may invoice in full for warranty upgrades in advance of the Warranty Period.

(b) The standard "Warranty Period" is one (1) year from installation of the Purchased Equipment. The Warranty Period will not restart or increase due to or as a result of any repair, replacement or move of or addition or change to any Purchased Equipment.

(c) During the Warranty Period, if the Purchased Equipment other than Software does not conform to the manufacturer's warranty, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, repair or replace any non-conforming, warranted hardware.

(d) During the specified Warranty Period, if any item of Software that is properly installed and operating on the Purchased Equipment for which it is originally licensed does not conform to the Software warranty or if the media on which the Software is provided is defective in materials or workmanship under normal use, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, (i) provide a suitable fix, patch, or workaround any non-conforming warranted Software; or (ii) will replace at no charge any non-conforming warranted Software media if it is delivered to carrier for shipment to AT&T during the Warranty Period along with proof of date of shipment to Customer.

(e) If AT&T determines that any remedy set forth in Section 1(c) or 1(d) is not reasonably available, then AT&T may issue a refund, at its sole option, of an amount (e.g., using Customer's federal income tax depreciation schedule) based upon: (i) the price paid by Customer in the case of defective warranted hardware, or (ii) the one-time fee paid in the case of defective warranted Software.

### 2. REPLACEMENT PRODUCTS; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Warranty Period is contingent on the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates. If an item of Purchased Equipment is placed at end-of-life status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to provide Replacement Products for an item of Purchased Equipment.

(b) AT&T will provide an RMA number for a defective warranted hardware ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T. If the returned warranted hardware is found not to be defective, Customer will be charged for the Replacement Products at Customer's current price.

### 3. EXCLUSIONS FOR AT&T WARRANTY SERVICES.

(a) AT&T will perform AT&T Warranty Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Work").

(b) Covered Work does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Work.

(c) Diagnostic and repair work AT&T performs outside of Covered Work is invoiced at AT&T's prevailing rates for time and materials.

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**Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services**

**SERVICE**

This Sub-Rider B-3 for AT&T 911 Call Handling Equipment and Services covers AT&T's sale of voice Purchased Equipment (referred to as Purchased Equipment, Equipment or CPE in this Sub-Rider) installation and/or maintenance Service for such Purchased Equipment to be provided by AT&T under the Maintenance Plan as set forth herein (the "Maintenance Plan"), and as further described below. The Purchased Equipment is identified in this Sub-Rider or in the attached or referenced Bill of Materials, or Order. This Sub-Rider also covers any Orders issued hereunder or in a SOW issued under this Sub-Rider, as well as any additions or replacement to the Purchased Equipment or Service.

**I. Service Order Information and Payment Terms**

**\*Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.**

Rates and Charges

**Non-Recurring Charges**

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs
Washington PD - VIPER, SCC, Text to 911	301 Jefferson St	Washington	MO	3	\$ 150,752.89
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
<b>Total Non-Recurring Charge</b>					<b>\$ 150,752.89</b>

**Recurring Rates**

Service Type	Payment Period (Monthly/Annual)	Term (in months)	Recurring Costs
			\$
			\$
			\$
			\$
<b>Total Recurring Rate</b>			<b>\$</b>

**Payment Terms:**

- Locations to be invoiced and billed after each installation and customer acceptance.
- 100% of equipment and services at acceptance of services
- Equipment & Services Detail as per quote dated: 5/13/2023

**Leasing:**  AT&T Capital Services     Other: (N/A)     No

**Purchase Order Number:**

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Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

**SELECTION OF EQUIPMENT SERVICE PLAN:**

**AT&T 911 Voice Maintenance Solutions\*:**  Essential Plus  Custom Customer Initials: \_\_\_\_\_ (Required)

\* Customer must select either Essential Plus or Custom in order to receive maintenance services under this Pricing Schedule.

Initial Term: ( 5 ) Years From: 5/22/2024 To: 5/22/2029 Annual Price: \$6,432.50

Service Plan Payment Terms (default is annual):  Prepay  Annual  Financing: (N/A)

**NOTE: Hardware Maintenance Services commence at system installation/cutover.**

**TERMINATION PRICING ADJUSTMENTS:** If Customer terminates AT&T 911 Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30 days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

**Manufacturer-Provided Maintenance Services: OEM:** \_\_\_\_\_

**Name of Service:** \_\_\_\_\_

**Coverage Level:** \_\_\_\_\_

**ACCEPT - Customer Initials:** \_\_\_\_\_ **DECLINE - Customer Initials:** \_\_\_\_\_

Initial Term: ( ) Years From: \_\_\_\_\_ To: \_\_\_\_\_ Annual Price: \_\_\_\_\_

Service Plan Payment Terms:  Prepay  Annual  Financing: (N/A)

**NOTE: Software Support Services commence when Equipment is shipped from supplier/distributor.**

**TERMINATION PRICING ADJUSTMENTS:** If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

**Attachments:**

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: [ \_\_\_\_\_ ]

**Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services**

**II. Special Terms and Conditions for PSAP – LAN Configurations or Installations**

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.



September 12, 2023

Mayor Doug Hagedorn

City Council Members

405 Jefferson St.

Washington, MO 63090

Honorable Mayor and City Council Members,

Attached is an ordinance and contract between the City of Washington and AT&T for the 911 call handling system and ESInet (Emergency Services IP Network). This project will enhance our 911 call-taking abilities by refreshing our Viper call handling system and mapping, upgrading to the ESInet, and adding text-to-911 feature. The 5-year total cost for the project will be \$289,506.21 which I have included the first-year totals in the 2023-2024 Communications Department Budget. I will be available at the September 18<sup>th</sup> council meeting to answer any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Brune".

Jennifer Brune, Director of Communications



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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EMS DISPATCHING SERVICE AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE WASHINGTON AREA AMBULANCE DISTRICT

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

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

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

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

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

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

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

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

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

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

**Exhibit A**  
**EMS DISPATCHING SERVICE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023 (to be effective as of the Effective Date set forth in Section 8 below) by and between Washington Area Ambulance District, a political subdivision of the State of Missouri (hereinafter “the District”) and the City of Washington, Missouri, a Missouri municipal corporation (hereinafter “City”).

WITNESSETH:

WHEREAS, the provisions of Sections 70.210 through 70.320, RSMo. empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and,

WHEREAS, the provisions of Chapter 77 RSMo. authorize the City to maintain a communications department; and,

WHEREAS, the provisions of Section 190.060 RSMo. authorize the District to enter into a contract with the City for the operation of a common service relating to the operation including dispatching; and,

WHEREAS, the District is desirous of securing dispatching service from the City for the term hereinafter set forth; and,

WHEREAS, the District has duly enacted and approved Resolution No. - \_\_\_\_\_ authorizing the Chairman and Secretary of the Board of Directors of the District to execute this Agreement on behalf of the District; and,

WHEREAS, the City has duly enacted and approved Ordinance No. \_\_\_\_\_ authorizing the Mayor to execute this Agreement on behalf of the City;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, IT IS AGREED by and between the parties hereto as follows:

Section 1. Contract for Service. The District hereby contracts with the City, upon the terms and conditions hereinafter set forth, for the City to provide 911 answering and EMS dispatching services within the territorial limits of the District.

Section 2. Services Provided. The City shall render to the District EMS 911 call receiving, medical pre-arrival services and dispatching services, including all ancillary administrative services (hereinafter “Services”). The City, upon calls from any officer, official, employee, resident, person or alarm service within the territorial limits of the City and District (regardless of whether such calls are made directly to the City or

through a dispatching service), shall process and dispatch to the District with such Services as are appropriate to the situation.

The City shall maintain an adequate staff of telecommunicators that are certified by the International Academies of Emergency Dispatch or agreed equivalent as Emergency Medical Dispatchers (EMD) to provide pre-arrival medical instructions including but not limited to CPR, basic first aid, childbirth, etc.

Section 3. Alarm Receiving and Radio Equipment. The District shall pay for, and replace, any alarm receiving or radio equipment under their control. The City shall not be responsible for providing the District any equipment including but not limited to radio alarm receivers, portable or mobile radios, computer, mobile data terminal and alarm paging equipment.

Should the District own and operate similar radio equipment as the City, the City may provide support for programming, updating and servicing equipment. The District may participate in cost sharing with the City utilizing the City's existing agreements for parts and service.

Should the District determine the need for frequencies specific to its operation, it shall be responsible for the cost of installation and maintenance of the required towers, communication paths, hardware and software. Any shared radio transmitter equipment with the City and the District (radios, consoles, towers, etc.) shall be the responsibility of the City for maintenance and upgrades.

Section 4. Inspection and Response Reports. All reports concerning calls for service within the District shall be made by the appropriate individual of the City in the same manner as for similar matters within the City. Such reports, in a mutually agreeable form, shall be kept on file with the City, and copies shall be available to the District at all times. City and District shall meet from time to time, upon the request of either party, to evaluate and improve medical pre-arrival, response times and to conduct strategic planning regarding service delivery.

Section 5. City Representative. Throughout the continued existence of this Agreement, the City's Communications Director, or the person holding a similar position, shall serve as the City's liaison with the District.

Section 6. Indemnity and Insurance. To the extent permitted by law, the City shall indemnify and save harmless the District and its officials, employees and agents from (i) claims of negligent operation, (ii) acts or omissions of its officials, employees and agents in the rendering of service or failure to render service pursuant to this Agreement. This indemnification shall survive the termination of this Agreement for any reason, as to those occurrences which happened, or which have been alleged to have happened prior to such termination.

Section 7. Consideration. The District shall pay to the City as an annual consideration for the Services to be provided by the City to the District pursuant to this Agreement an annual charge (hereinafter “Annual Charge”) for each Service Year (as defined below) determined as follows.

- (a) The Annual Charge for the first and second Service Year will be a flat fee of \$24,000 for each Service Year. The District may pay a single payment annually, two semi-annual payments or quarterly payments.
- (b) The Annual Charge for the third, fourth, and fifth Service Year will be a flat fee of \$17,153 for each year. The District may make a single payment annually, two semi-annual payments, or quarterly payments.
- (c) The City shall be responsible for the training and software cost associated with the EMD dispatching. The estimated cost of EMD software is \$48,000.
- (d) Any specific software licenses or fees specific to EMS dispatching for the District shall be covered by the District. The estimated cost of the licensing is \$4,500 starting Service Year 2.
- (e) The Annual Charge shall be paid within ten (10) days of the end of the Service Year, mid-year or quarter.
- (f) The Annual Charge shall constitute the consideration paid by the District to the City for Services hereunder and said funds shall be deposited to the credit of the General Fund with an offset to the Communications Department.

Section 8. Effective Date and Term.

- (a) The initial term of this Agreement shall commence on November 1, 2023 (the “Effective Date”) and shall continue for a five (5) year term ending at midnight on October 31, 2028. Each year of the term shall be considered a “Service Year” hereunder.
- (b) This Agreement is intended by the parties to supersede and replace, and it shall have the effect of superseding and replacing, any existing agreement between the parties pertaining to the same subject matter (the “Prior Agreement”). For purposes of clarification, the parties hereby confirm and acknowledge that the Prior Agreement shall be terminated as of the Effective Date of this Agreement.
- (c) Notwithstanding the aforesaid this Agreement may be terminated for any of the reasons described below by the respective parties as shown:

By the City:

- (i) If the District fails to pay the consideration hereinabove agreed to within thirty (30) days after notice in writing from the City to the Chairman of the Board of the District of any such failure; or
- (ii) If the District violates any of its other material agreements herein contained and if such violation continues for a period of thirty (30) days after notice in writing from the City to the Chairman of the Board of the District of such violation.

By the District

- (i) If the City violates any of its material agreements herein contained and if such violation continues for a period of thirty (30) days after such notice in writing from the District to the Mayor of the City of such violation; or

In the event either entity decides to terminate the Agreement in accordance with any of the foregoing provisions of this subparagraph (c), the terminating party shall give written notice to the Chairman of the Board of Directors of the District or the City Administrator of the City (as the case may be), and the termination date shall be as specified by the terminating party in the notice. All payments contemplated in this Agreement shall be pro-rated to the date of termination.

- (d) In the event of termination, whether by expiration of the then current term or otherwise, such termination shall not relieve either party from any obligation or liability to the other incurred prior to the effective date of such termination.

Section 9. Miscellaneous Provisions.

- (a) This Agreement is not to be interpreted or construed as being for the benefit of any third person.
- (b) The District, by virtue of the Agreement, shall not be liable to any official or employee of the City nor shall the City, by virtue of this Agreement, be liable to official, or employee of the District, nor shall any personnel, official, public safety officer or employee of either the City or the District be considered for any purpose as an official, public safety officer, or employee of any political subdivision other than the one which he is regularly employed.
- (c) Whenever any reference in this Agreement is made to the "municipal limits" or "territorial limits of the City" or "within the City", which

reference shall be construed to mean the geographical area encompassed by the municipal boundaries of the City as they exist on the date on which this Agreement is fully executed by the parties or as they may exist in the future. Whenever any reference in this Agreement is made to the "District limits", "boundaries of the District", "territorial limits of the District" or "within the District", which reference shall be construed to mean the geographical area encompassed by the boundaries of the District as they exist on the date on which this Agreement is fully executed by the parties or as they may exist in the future.

- (d) All notices provided for by this Agreement shall be in writing and given as follows:
- (i) If to the District, by personal delivery of the notice to any member of the Board of Directors of the District, or by mailing the notice as set forth below;
  - (ii) If to the City, by personal delivery of the notice to the City Administrator, City Clerk or Mayor, or by mailing the notice as set forth below.
  - (iii) Notice may be given by mailing of the notice in the U.S. Mail, registered or certified mail, postage prepaid, addressed to the then presiding Chairman of the Board of Directors of the District, or the then incumbent Mayor of the City, as the case may be, at the respective addresses shown below, or to the other address(es) as a party may provide in writing to the other party.

To the District:  
Washington Area Ambulance District  
Attn: Chairman  
P.O. Box 28  
Washington, Missouri 63090

To the City:  
City of Washington  
Attn: City Administrator  
405 Jefferson Street  
Washington, Missouri 63090

The notice shall be deemed received on the date of its actual receipt if actual delivery is utilized, and on the second business day following the date of mailing if the U.S. Mail is utilized.

- (e) In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section or sections contained in this Agreement shall be held and declared to be invalid, unlawful or unconstitutional

for any use by any court of competent jurisdiction, then it is hereby declared that the remaining portions and provisions of this Agreement shall remain unaffected thereby and shall remain in full force and effect, unless the ineffectiveness of such provision would result in such a material change as to cause the transactions contemplated hereby to be unreasonable.

- (f) The City Clerk of the City is hereby instructed to deliver to the District a certified copy of the ordinance approving this Agreement. The Secretary of the District Board of Directors is hereby instructed to deliver to the City a certified copy of the resolution approving this Agreement.
- (g) An executed copy of this Agreement shall be filed in any office in which it may be required to be filed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Chairman of the Board of Directors of the Washington Area Ambulance District has affixed his or her signature on behalf of the District and the Secretary has affixed his or her signature in attestation thereof and the Seal of the District has been affixed hereto this \_\_\_\_ day of \_\_\_\_\_, 2023.

WASHINGTON AREA AMBULANCE  
DISTRICT

\_\_\_\_\_  
By: Larry Frick  
Chairman, Board of Directors

(SEAL)  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Secretary



IN WITNESS WHEREOF, the Mayor of the City of Washington has affixed his signature on behalf of the City and the City Clerk has affixed her signature in attestation thereof and the City Seal has been affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF WASHINGTON

\_\_\_\_\_  
By: James D. Hagedorn  
Mayor

(SEAL)  
ATTEST:

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



September 12, 2023

Mayor Doug Hagedorn

City Council Members

405 Jefferson St.

Washington, MO 63090

Honorable Mayor and City Council Members,

Attached is an Ordinance for approval of a Dispatching Agreement between the City of Washington and Washington Area Ambulance District. Also attached is the Agreement for execution. The purpose of this agreement is to provide emergency and non-emergency medical dispatch service to the Washington Area Ambulance District.

I will be available at the september 18th council meeting to answer any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Brune".

Jennifer Brune, Director of Communications.

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH EASY-KLEEN PRESSURE SYSTEMS LTD, FOR THE PURCHASE OF AN INDUSTRIAL PRESSURE WASHER

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

SECTION 1: The Mayor is hereby authorized to execute a Sales Contract with Easy-Kleen Pressure Systems LTD, for the purchase of an Industrial Pressure Washer in an amount totaling Fifteen Thousand Six Hundred Thirty Nine Dollars and Zero Cents (\$15,639.00). A copy of said sales contract is attached hereto and 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 it's passage and approval.

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

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

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

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

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

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

**SALES CONTRACT**

This Sales Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Easy-Kleen Pressure Systems LTD, herein referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one (1) industrial gas pressure washer equipped as stated in the bid.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City one (1) industrial gas pressure washer and/or alternate bids in the manner set forth in the contract documents, for payment in the total sum of

Fifteen Thousand Six Hundred Thirty Nine Dollars and Zero Cents  
(\$ 15,639.00 ).

2. The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

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

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

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

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

SELLER:  
BY: \_\_\_\_\_  
Company Representative

CITY:  
BY: \_\_\_\_\_  
Mayor – Washington, MO

ATTEST: \_\_\_\_\_  
City Clerk



September 18, 2023

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

RE: Bid Recommendation – Pressure Washer Recommendation

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment should be purchased, staff annually review and analyze equipment to determine current needs. As such, the Parks and Recreation Department identified the need to purchase an industrial hot water pressure washer in the FY 2022-2023 budget. Staff solicited bids and received three bids. It was determined that Easy Kleen Pressure Systems met the specifications and would give the City the best pricing.

Bids received:	
Easy Kleen Pressure Systems	\$15,639.00
Hotsy Unlimited Inc.	\$20,332.56
Leo Straatmann Farm Service	\$23,680.86

This is an industrial gas pressure washer that uses hot water and has a 325 gallon water tank. The system is on a stationary skid frame with roll cage and lifting bar so it can be mounted in the back of a truck. The unit would be used for cleaning benches, pavilions, concrete, buildings, concrete and playgrounds.

**Accordingly, staff recommends that Council consider Easy Kleen Pressure Systems bid of \$15,639.00 for the purchase of an industrial hot water pressure washer. This amount is under the budgeted amount of \$15,900.00, which was approved in the FY2022-2023 Parks and Recreation budget.**

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

7c

# EASY-KLEEN

**PRESSURE SYSTEMS LTD.**  
 MANUFACTURER OF HIGH PRESSURE CLEANING EQUIPMENT

**Quote**

Date  
9/7/2023

Quote #  
84166

41 Earnhardt Road  
 Sussex Corner NB E4E 6A1  
 1-800-315-5533  
[www.easykleen.com](http://www.easykleen.com)  
 Tax ID #: 888095825

**Bill To**

Chad Owens  
 (636) 390-1080  
 Washington Mo MO 63090

**Ship To**

Chad Owens  
 (636) 390-1080  
 Washington Mo MO 63090

**Expires**

10/7/2023

**Sales Rep**

JOSH REICKER

Item	Description	Quantity	Price	Amount
EZO3506G/H	EASY KLEEN, INDUSTRIAL OIL FIRED HOT WATER GAS PRESSURE CLEANING SYSTEM, 6 GPM @ 3500 PSI, GENERAL PUMP, BELT DRIVE, 24 HP HONDA: ELECTRIC START GAS ENGINE, OIL FIRED BURNER: 12 VOLT, 600,000 BTU, 10G GAS TANK & 20G OIL TANK, FULLY WELDED/POWDER COATED STEEL STATIONARY SKID FRAME W/ ROLL CAGE & LIFTING BAR  INCLUDES: 48" GUN & WAND ASSEMBLY - 4 WASH NOZZLES - 50' HIGH PRESSURE HOSE	1	8,600.00	8,600.00
FILL & PLAY - GRIZ-325	FILL & PLAY SKID FOR GRIZZLY UNITS C/W 325 TANK, PLUMBING AND ** 150 U FRAME HOSE REEL **TANK FILL FOR GARDEN HOSE**  **WINTERIZATION KIT INCLUDED** **HOSE REEL INCLUDED**	1	4,495.00	4,495.00
HOS-HW200G	HOSE ASSEMBLY - SOLID X SWIVEL - C/W QC & PLUG - 3/8 INCH X 200 FEET - 4500 PSI - 250 F DEGREES - GREY NON-MARKING	1	286.00	286.00
TAN-FUEL-10G	FUEL TANK - 10 GALLON - PLASTIC - BLACK  **SOAP TANK**	1	148.00	148.00
CEM-DA204-B	CHEMICAL INJECTOR - INLINE - B-SERIES - 19 GPM - 700 PSI - 1/2 INCH FNPT INLET/OUTLET - BRASS - DA204B	1	215.00	215.00
KIT-HR300HP-12V-BLK	ELECTRIC DRIVEN HOSE REEL KIIT - C/W 12 VOLT MOTOR & ROLLER BRACKET - 300 FOOT CAPACITY - BLACK	1	850.00	850.00
NON STOCK	TOOL BOX TO HOLD NOZZLE & ACCESSORIES	1	395.00	395.00
NOZ-FMR4830T-AZ	FOAM CANNON - C/W 1.5 MM INJECTOR & TANK - 4.8 GPM - 3000 PSI - 1/4 INCH FEMALE INLET - ALTERNATE	1	75.00	75.00
FREIGHT	FREIGHT	1	575.00	575.00

**Total 15,639.00**

Freight tailgate and re-delivery services are additional. Returned items will incur a 20% restocking fee. Initial quotes are emailed and mailed, any additional quotes are emailed only. All quotes expire after 30 days. Invoices over 10 days old and all machine sale invoices which are paid by credit card, will have a 2.5% administration fee applied to the credit card transaction. Thank you for allowing us the opportunity to quote the above. We are proud of being a Canadian manufacturer since 1982.

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

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

AN ORDINANCE ACCEPTING THE PROPOSAL FROM  
PACE SYSTEMS, INC. FOR SCHEDULING SOFTWARE  
AND SERVICES FOR THE WASHINGTON POLICE  
DEPARTMENT

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 Pace Systems, Inc. for scheduling software and services for the Washington Police Department. A copy of the proposal is attached and is marked as Exhibit A.

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



**SCHEDULER**  
Scheduling, Simplified.

# Pace Scheduler Proposal

WASHINGTON POLICE DEPARTMENT  
LT. STEVE SITZES  
301 JEFFERSON ST.  
WASHINGTON, MO 63090



Frank Provenzano  
8-29-2023





**SCHEDULER**  
Scheduling, Simplified.

## OVERVIEW

Dear Lt. Sitzes,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano

Business Development

Pace Scheduler



## SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any modern device (tablet, phone, laptop, PC, etc.).

The software is based on a yearly subscription model and includes the following:

- 13 Month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8A-5P, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

## ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Fill out Online Google Form – this form requests additional information regarding how your department operates
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

## ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

7d

## TERMS AND CONDITIONS

### **PACE SCHEDULER SERVICES AND SUPPORT**

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

### **RESTRICTIONS AND RESPONSIBILITIES**

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### **CONFIDENTIALITY; PROPRIETARY RIGHTS**

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after



the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

#### **PAYMENT OF FEES**

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

#### **TERM AND TERMINATION**

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional periods of the same duration as the Term as specified in the Order Form unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### **WARRANTY, MAINTENANCE, AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR



**SCHEDULER**  
Scheduling, Simplified

FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

## **SECURITY STATEMENT**

The Pace Scheduler is a cloud based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

## **UPTIME AND AVAILABILITY**

### **Uptime**

The PACE Scheduler application is hosted on Amazon Web Services servers, which guarantee a 99.95% uptime. The possible exceptions to this uptime are scheduled maintenance and new feature releases.

To date, the Pace Scheduler has kept a historical 99.99% uptime, while frequently releasing features and making many improvements on the application.

### **Scheduled Maintenance**

When Pace releases new functionality, updates to existing features, or needs to bring the website down for maintenance, Pace will schedule these updates or outages between 1:00AM and 5:00AM US/Central time unless extenuating circumstances exist. During a vast majority of these upgrades there will be no downtime. The reason for scheduling these in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.



**SCHEDULER**  
Scheduling, Simplified

## **SUPPORT TERMS**

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

## **SYSTEM MAINTENANCE AGREEMENT**

Company may take the software offline for scheduled maintenance that it provides as needed with 24 prior written notice to client. These Majority of updates and bug fixes are completed “in place” with no downtime to client.



**PRICING AND FEES**

**PACE SCHEDULER  
2040 CORPORATE LANE  
NAPERVILLE, IL 60563**

**DATE:** August 29, 2023  
**QUOTATION #:** WAS20230829  
**QUOTE VALID UNTIL:** November 29, 2023

**BILL TO:**  
WASHINGTON POLICE DEPARTMENT  
LT. STEVE SITZES  
301 JEFFERSON ST.  
WASHINGTON, MO 63090

DESCRIPTION	TYPE OF FEE	TOTAL
General Software License Fee - up to 35 Users	Yearly Recurring	\$2,240.00
Setup Fee	One-time	<del>(\$500.00)</del> <b>WAIVED</b>

**COST BREAKDOWN:**

DESCRIPTION	TOTAL
YEARLY RECURRING TOTAL FEES	\$2,240.00
ONE-TIME FEES	NONE
FIRST YEAR TOTAL	\$2,240.00*

**Please check the option below to add Single Sign On (SSO) through Microsoft Azure to your subscription:**

\_\_\_\_\_ **SSO Pricing for above stated user count: \$335.00/Year (\$2,575.00 subscription total per year with SSO)**

\* Pace Scheduler offers a satisfaction guarantee, whereby if you are dissatisfied with the product during the initial term, Pace will prorate and refund the unused portion of your first subscription year. Refund does not include any custom development fees.

\* Purchase a multi-year subscription (2 or 3 year options available) in order to lock in your current pricing with no increases throughout the multi-year subscription contract. Payment is due upfront for selected number of years in order to take advantage of this offer.

**Please check the option below if you would like to take advantage of a multi-year subscription agreement:**

\_\_\_\_\_ Two-Year Subscription Option (2-Year total due upfront)

\_\_\_\_\_ Three-Year Subscription Option (3-Year total due upfront)





**SCHEDULER**  
Scheduling, Simplified.

## EXHIBIT A

### **Custom Implementation Services**

**Custom Implementation Services:** Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here in Exhibit A (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This exhibit describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract.



**SCHEDULER**  
Scheduling, Simplified.

**PACE SCHEDULER SERVICES AGREEMENT  
QUOTATION #: WAS20230829**

This Pace Scheduler Services Agreement ("Agreement") is entered into on \_\_\_\_\_ (the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Pace Systems, Inc.:**

**Customer:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

PO# (If Applicable): \_\_\_\_\_



**CLIENT BILLING INFORMATION**

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

**Company Information**

<i>Company Name:</i>		<i>Company Address:</i>	
<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>	
<i>Phone Number:</i>	<i>Fax Number:</i>	<i>Website:</i>	
<i>Company Contact:</i>		<i>Title:</i>	<i>Phone Number:</i>

Tax Exempt?  Yes  No

FEIN#: \_\_\_\_\_

**Accounting Contact**

<i>Name:</i>	<i>Phone:</i>	<i>Email:</i>
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Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER**

7d



In order to move forward, we will need the following from you:

1. Copy of signed Proposal
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
  - **Project Lead**
  - **Co-Lead**
  - **Head of Department** - (this person will be copied on correspondence and progress)
  - **Payroll Contact** – Person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.



**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

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September 7, 2023

Mayor Doug Hagedorn  
City Council Members

Re: Pace Scheduler Contract

Honorable Mayor and City Council,

I am requesting to enter into an agreement with Pace Systems Inc. to provide scheduling software and services for the police department. Managing a schedule to provide 24/7, 365 police services can become quite complicated. With various roles and shift schedules, it is imperative that the schedule utilizes our manpower allocation efficiently to provide the best service to the community. We currently operate on an agreement with Aladtec Scheduling for these services. Aladtec notified us that their rates would be increased for the upcoming year. Additionally, their rates had increased the prior year. The proposed rate from Aladtec was \$3600 annually. This was an increase of \$250 from the current amount and \$600 more than two years ago.

Staff researched other options and found a cost-effective solution that met our complex scheduling needs. The proposal from Pace Systems provides the same services for \$2240. This includes setup/onboarding and unlimited support.

This is a budgeted item and will be implemented in October. Included is the proposal from Pace Systems and the ordinance. Thank you for your consideration.

Respectfully,

*Chief James Armstrong*

Jim Armstrong, Chief of Police

7d

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

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

AN ORDINANCE EXTENDING A SPECIAL USE PERMIT FOR A  
TEMPORARY SHELTER LOCATED AT 2132 HIGHWAY A IN THE  
CITY OF WASHINGTON, MISSOURI

WHEREAS, Washington Charitable Foundation applied for a Special Use Permit to operate a temporary shelter at 2132 Highway A in the City of Washington, Missouri; and

WHEREAS, on or about November 7, 2022, the City Council of the City of Washington, Missouri passed Ordinance No. 22-13643 granting a Special Use Permit for a temporary shelter to at 2132 Highway A in the City of Washington, Missouri; and

WHEREAS, the Special Use Permit is due to expire on or about November 7, 2023; and

WHEREAS, Section 400.235 of the Code of the City of Washington, Missouri provides that any Special Use Permit not exercised and put to use within one (1) year of the date of approval “shall be vacated and such special use permit shall become null and void, unless extended by the Council”; and

WHEREAS, Washington Charitable Foundation, by letter dated August 29, 2023, has requested an extension of the Special Use Permit, as indicated on the letter marked Exhibit A and attached hereto and incorporated herein by reference.

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

SECTION 1: The Special Use Permit issued for a temporary shelter at 2132 Highway A is hereby extended for an additional one (1) year period and shall be vacated and become null and void if not executed and put to use by November 7, 2024.

SECTION 2: All terms and conditions contained in Ordinance No. 22-13643 shall remain in full force and effect for so long as the Special Use Permit for a temporary shelter at 2132 Highway A in the City of Washington, Missouri is in effect.

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

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

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

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

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

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

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

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

Exhibit A

## ZICK, VOSS, POLITTE, RICHARDSON & BRINKER

A Professional Corporation  
ATTORNEYS AT LAW

The Schwegmann House  
438 West Front Street  
P. O. Box 2114  
Washington, Missouri 63090

Robert A. Zick  
Kurt A. Voss\*  
David P. Politte  
Kevin A. Richardson  
Sean D. Brinker

\* Missouri and Illinois

(636) 239-1616  
Facsimile: (636) 239-5161  
Direct Dial: (636) 231-4900  
Email: raz@zvplaw.com

August 29, 2023

Mr. Sal Maniaci  
Planning & Zoning  
City of Washington, Missouri  
405 Jefferson Street  
Washington, MO 63090

Re: *Washington Charitable Foundation, Extension of Special Use Permit Granted by Ordinance No. 22-13643 Approved on November 7, 2022; 2132 Highway A, Washington*

Dear Sal:

My understanding is that according to Section 400.235 of the Washington City Code, the above Special Use Permit expires within one (1) year of approval and it becomes null and void, unless extended by the Council.

Therefore, please let this letter serve as a request that the Special Use Permit be extended from the current deadline of November 7, 2023, through and including November 7, 2024.

In considering this request for an extension, please be advised that the following steps have taken place thus far toward creation and establishment of the shelter:

1. First Student has moved from the Frick drive location.
2. Level 9, the current occupant of the building, will be moving into the Frick Drive location first week of September, 2023.
3. Horn Architects has completed design, and issues have been resolved with the City and Fire Department.
4. Sieve, the contractor, will be submitting building permit application the first week of September, 2023.
5. The remodel will be started by mid September and completion hopefully the first of 2024.

1983 – 2023 • Celebrating 40 Years

Hermann Office: 123 Bavarian Hills Boulevard, Suite B, Hermann, MO 65041 (573) 486-1818

7e



**ZICK, VOSS, POLITTE, RICHARDSON & BRINKER**

Mr. Sal Maniaci  
August 29, 2023  
Page 2

6. Life's River, the operating entity, will be hiring an executive director in November 2023.

7. Final inspection first part of 2024.

8. First guests expected during first quarter 2024.

If you would kindly advise as to what meeting(s) of the Planning & Zoning Commission and/or City Council this matter will be addressed, I will attend and answer questions, etc.

Thank you for your attention to the foregoing.

Sincerely,

ZICK, VOSS, POLITTE, RICHARDSON & BRINKER  
A Professional Corporation

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

Robert A. Zick

RAZ:mmw

cc: Greg Hoberock



September 13, 2023

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: Life River- Temporary Shelter Special Use Permit Extension

Mayor & City Council,

On your agenda for the September 18<sup>th</sup>, 2023 meeting is an ordinance approving a 1 year extension for the Temporary Shelter Special Use Permit located at 2132 Highway A. According to City Code, all Special Use Permits must be "exercised or in use" within 1 year of the permit approval. Building permits have been applied for and are under review but it is unlikely they will be able to complete construction and move into the structure prior to November 7<sup>th</sup> when the permit expires

A letter from Life River has been attached further explaining the need for the extension.

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 AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDED AND RESTATED DOWNTOWN BUILDING REHABILITATION AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI, COHESION PROPERTIES, LLC, COHESION REAL ESTATE, LLC, 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 an Amended and Restated Downtown Building Rehabilitation Agreement by and between the City of Washington, Missouri, Cohesion Properties, LLC, Cohesion Real Estate, LLC, 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**

**AMENDED AND RESTATED DOWNTOWN BUILDING REHABILITATION AGREEMENT**

This Amended and Restated Downtown Building Rehabilitation Agreement (the “Agreement”) is made as of September 18, 2023, between the City of Washington, Missouri (the “City”), Cohesion Properties, LLC, (“Properties”), Cohesion Real Estate, LLC (“Real Estate”), and Sirens Hotel, LLC (“Sirens”) (“Properties” and “Real Estate” are collectively referred to herein as 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 Properties owns/leases property located in the Downtown District commonly known and numbered as 14 West Main Street (“The Alley”), and Real Estate owns /leases property located in the Downtown District commonly known as 4 East Main Street (“River Sirens Hotel”), the Properties leases property located in the Downtown District commonly known and numbered as 7 West Main Street (“No. 7”) and the Properties desires to make rehabilitation improvements at The Alley (the “Project”) as described on **Exhibit B**, the design, description and estimated costs of which are set forth in **Exhibit C**; and

**WHEREAS**, the City and Sirens previously entered into a Downtown Building Rehabilitation Agreement dated April 17, 2023 (the “Original Agreement”); and

**WHEREAS**, Sirens has assigned its interest and to the Original Agreement to the Properties and Real Estate; and

**WHEREAS**, the parties hereto desire that the Properties and Real Estate carry out the terms and conditions of the Original Agreement in the place and stead of Sirens; and

**WHEREAS**, the City has approved the Properties, Real Estate, and Sirens' application to participate in the Program and undertake the Project; and

**WHEREAS**, the City has further agreed to reimburse the Properties for certain eligible project costs pursuant to the terms of this Agreement; and

**WHEREAS**, the City, the Properties, Real Estate, and Sirens desire to amend and restate the Agreement as set forth herein.

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

## **ARTICLE I**

### **COVENANTS OF THE PROPERTIES**

Section 101. Construction. The Properties shall construct and complete the Project in an expeditious and workmanlike manner pursuant to and in accordance with **Exhibit C**. The Properties shall commence construction within 60 days from the date of this Agreement and shall complete the Project by December 31, 2025.

Section 102. Payment of Taxes. The Properties and Real Estate agree to pay, or cause to be paid, all real property, personal property, sales and other taxes due and owing with respect to The Alley and the River Sirens Hotel, and all sales taxes due and owing with respect to No. 7, for the period of August 7, 2023 through December 31, 2025, as and when the same become due. The Properties and Real Estate recognize and agree that the failure by the Properties and Real Estate 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 Properties, Real Estate, and Sirens 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 Alley, No. 7, or the River Sirens Hotel 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 Properties, Real Estate, and Sirens.

- b. The Properties, Real Estate, and Sirens 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 Properties, Real Estate, and Siren 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 Properties, Real Estate, and Siren under this Agreement or any related agreement;
  - (ii) taking any action requested by the Properties, Real Estate, and Siren; or
  - (iii) taking any action considered necessary by the City and which is authorized by this Agreement.
- d. The obligations of the Properties, Real Estate, and Siren 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 the Properties; Conditions Precedent. Provided that (a) there shall be no event of default or breach of any of the covenants and agreements of the Properties, Real Estate, and Siren required to have been observed and performed by the Properties, Real Estate, and Siren under the terms of this Agreement, (b) no construction liens shall have been filed against the Project, (c) the Properties, Real Estate, and Siren shall have provided the City with such sworn statements, waivers of lien, affidavits, other documents, paid receipts, and other proof of payment from the Properties, Real Estate, and Siren 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 the Properties' 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 Properties, 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 Properties, Real Estate, and Siren.

- a. The Properties, Real Estate, and Siren (i) are duly organized and validly existing as limited liability companies in good standing under the laws of the State of Missouri with power under the laws of such state to carry on their business as now being conducted, (ii) are duly qualified to do business in the State of Missouri, and (iii) have the power and the authority to own or lease The Alley, River Sirens Hotel, and No. 7.
- b. There is no violation or default by the Properties, Real Estate, or Siren under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order judgment, decree or other instrument of any kind or character to which they are parties and by which it are bound, or to which they or any of their 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 the Properties, Real Estate, or Siren.



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 Properties, Real Estate, and Siren 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 Properties', Real Estates', or Siren's lenders with respect to the Project to secure the Properties', Real Estates', or Siren'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 Properties, Real Estate, and Siren shall be responsible for obtaining, at their 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

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

COHESION PARTNERS, LLC:

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

COHESION REAL ESTATE, LLC

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

SIRENS HOTEL, LLC

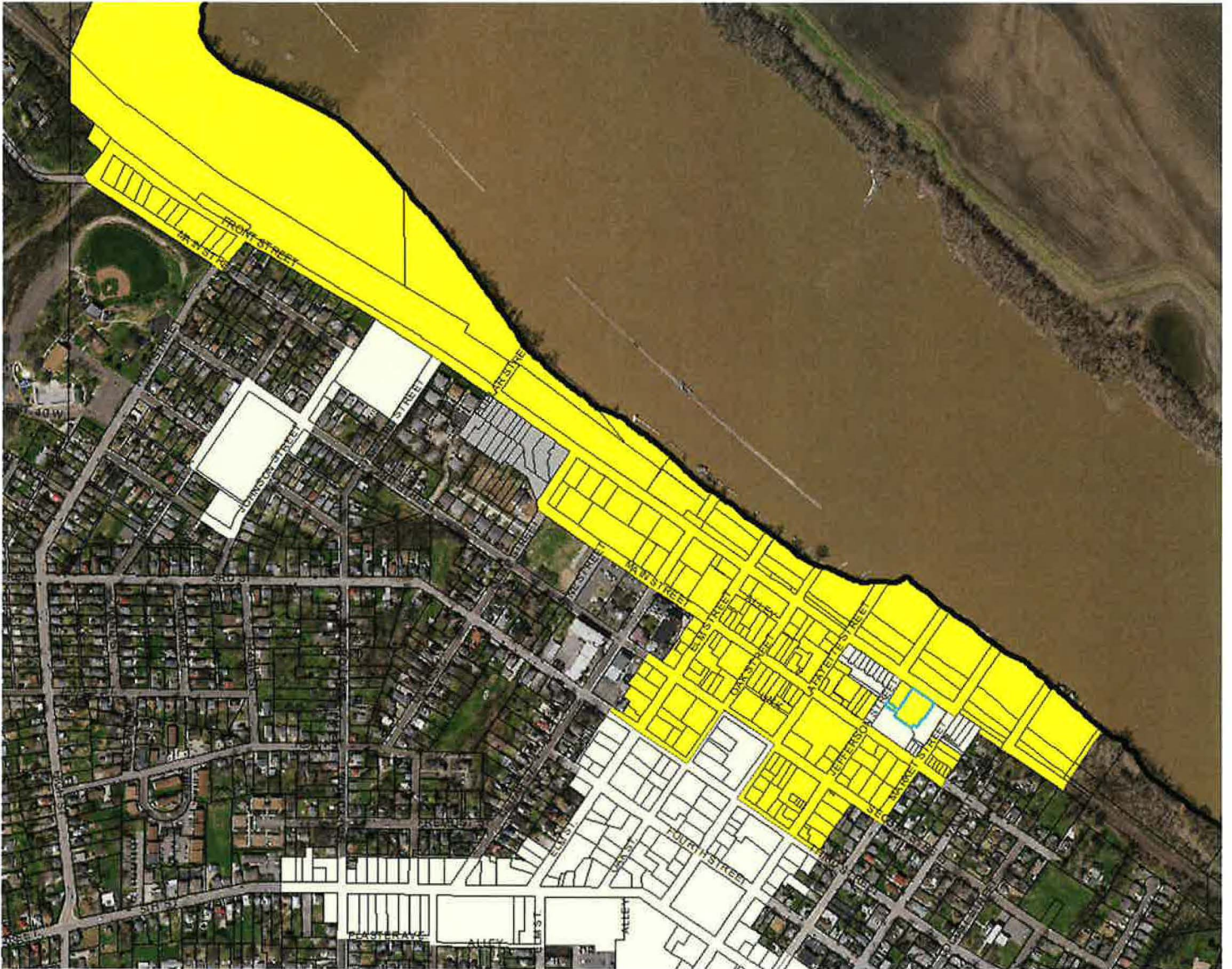
By:

\_\_\_\_\_

Its:

\_\_\_\_\_

**EXHIBIT A**  
**DOWNTOWN DISTRICT**



**EXHIBIT B**

**PROJECT SITE**

**14 W. Main Street**

**4 E. Main Street**

**7 W. Main Street**



**EXHIBIT C**

**PROJECT DESIGN, DESCRIPTION AND ESTIMATED COSTS**

**See Attached:**









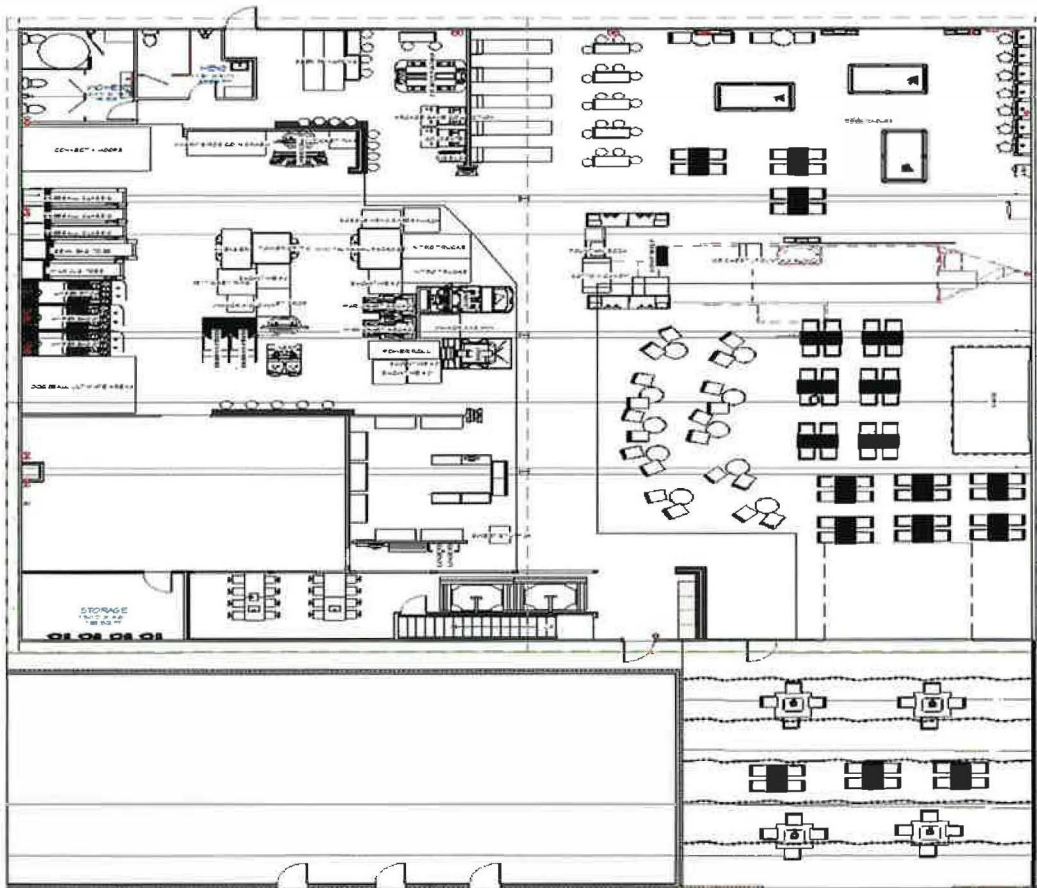
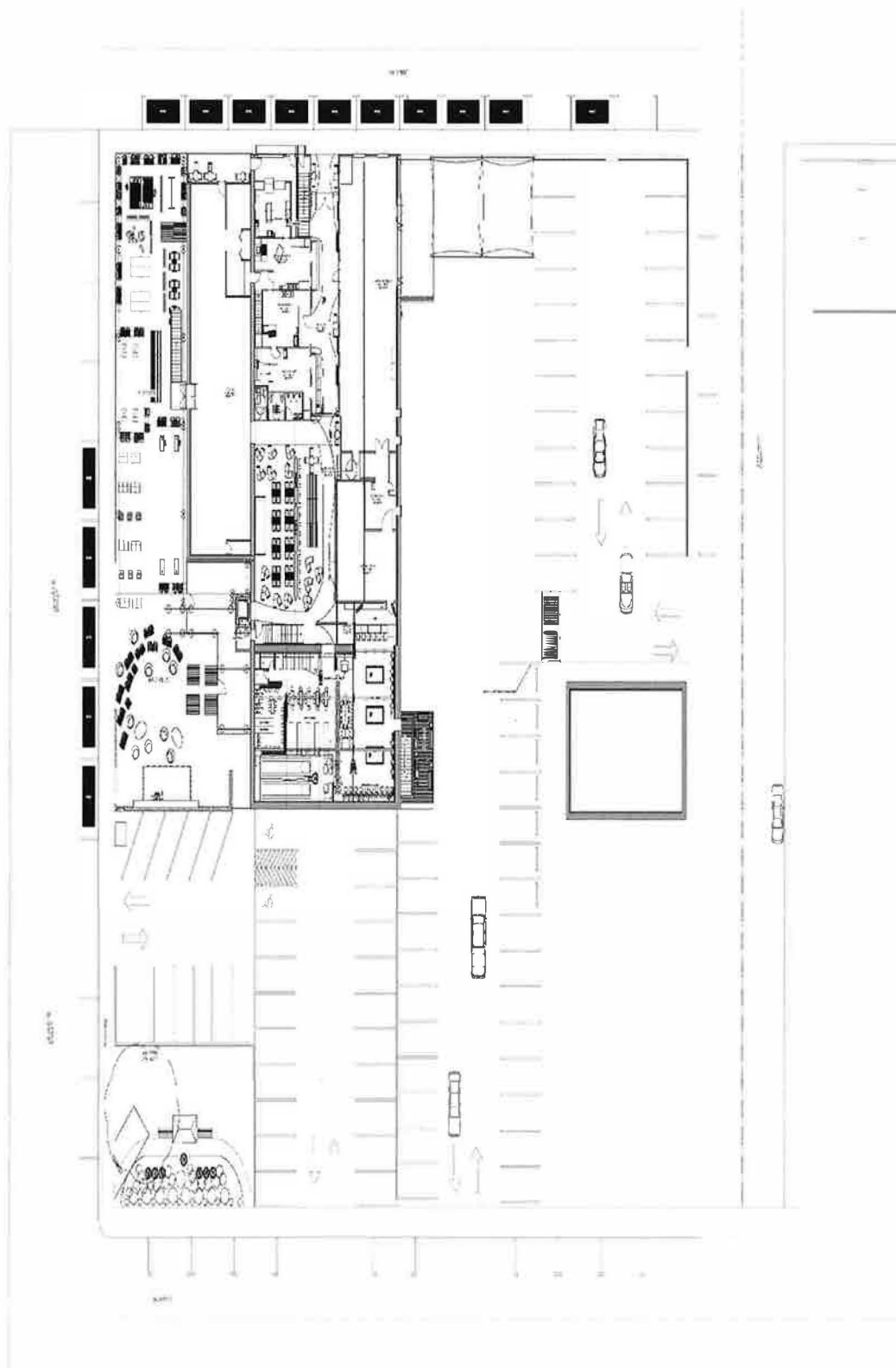


Exhibit  
C

## Projected numbers for "The Entertainment District"

	Monthly
Andy's Bites	100,000 - 150,000
The Alley 14 West Main	500,000
Coffee and Pizza oven	50,000
"Pop Up"	55,000
Rivers Sirens	50,000
Sirens Addition	47,000
Smoked BBQ	50,000
7 West Main "Next Level"	150,000
Bubble waffle	50,000
Total	1,027,000





August 29, 2023

Mayor & City Council  
City of Washington  
Washington, MO 63090

Re: They Alley – Development Agreement – Amendment Request

Mayor & City Council,

On your agenda for the September 18<sup>th</sup>, 2023, agenda meeting is an ordinance amending the agreement for The Alley and Sirens Hotel Development. In April we approved the agreement that allows them to receive 80% rebate in the increase in sales and property taxes deposited into the TIF created with their project for 14 West Main (The Old Missourian) and for the proposed hotel addition at the Sirens. Since then, delays and changes in scope have them utilizing 7 West Main across the street until 14 West Main is complete. They requested that the sales tax portion of their agreement be applied to that property in lieu of the original property at 14 West Main.

This amendment only applies to the sales tax generated on 7 West Main, not the property tax, as they are renting this property. Staff is in support of this amendment as it does not allow them to “double dip” or increase their incentive package. It simply allows them to utilize 7 West Main until 14 West Main is Complete. They will not be able to request reimbursement on both properties at the same time.

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 THE PROVISIONS OF CHAPTER 335 SCHEDULE II OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI BY ADDING PROVISIONS FOR A STOP SIGN AT THE LOCATION DESCRIBED BELOW

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

SECTION 1: Chapter 335 Schedule II of the Code of the City of Washington, Missouri, is hereby amended by adding provisions for a stop sign at the following location, on the *first name street*:

**Schedule II: Stop Signs**

<b>Location</b>	<b>Add</b>	<b>Delete</b>
Eighth Street, West, approaching Nora Street from the east and west	✓	

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



September 1, 2023

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

RE: Propose Stop Signs  
W 8th Street at Nora Street

Dear Mayor and City Council Members:

The following ordinance was reviewed by the Traffic Committee September 1, 2023 and is recommended for approval. Thank you for your consideration.

Respectfully submitted,

Charles Stankovic, P.E.  
Interim City Engineer



The City Traffic Committee shall erect stop signs at the following intersections on the first named streets:

Location
Duncan Avenue, approaching Madison Avenue from the southwest
Durham Drive, approaching Buckingham Drive from the west
Eaglecrest Drive, approaching Stone Crest Drive from the south
Earth Crest Drive, approaching Deutsch Crest Drive from the north
Earth Crest Drive, approaching North Crest Drive from the east [Ord. No. 20-13061, 2-18-2020]
East Lane Drive, approaching Fifth Street from the north
East Rose Lane, approaching Camp Street from the east [Ord. No. 15-11428 § 1, 8-3-2015]
Eckelkamp Court, approaching Bieker Road from the north
Edith Street, approaching High Street from the east
Edith Street, approaching Rand Street from the east and west
Edward Place, approaching Mike Alan Drive from the southwest
Eighth Street, approaching Klingsick Lane from the east and west
Eighth Street, approaching Madison Avenue from the east and west
Eighth Street, East, approaching Clay Street from the east
Eighth Street, East, approaching Roosevelt Street from the west
Eighth Street, West, approaching High Street from the east and west
Eighth Street, West, approaching Hill Street from the east and west
<b>Eighth Street, West, approaching Nora Street from the east and west</b>
Eighth Street, West, approaching Stafford Street from the east and west
Eighth Street, East, approaching Sunnyside Street from the east and west
Eisenberg's first addition parking lot, approaching Washington Heights Drive from the west at both the northern and southern ends [Ord. No. 15-11361 § 1, 1-20-2015]
Eleventh Street, East, approaching Jefferson Street from the east
Eleventh Street, East, approaching Sunnyside Street from the west
Elliott Hills Court, approaching Ashton Hills Court from the south
Elm Street, approaching Eighth Street from the north
Elm Street, approaching Eighth Street from the south
Elm Street, approaching Fifth Street from the north and south
Elm Street, approaching Front Street from the south
Elm Street, approaching Second Street, West from the north and south
Elm Street, approaching Third Street from the north and south
Elm Street, approaching Main Street, West from the north and south
Emerson Drive, approaching Main Street, West from the north
Enduro Drive, approaching Vossbrink Drive from the north

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

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

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR LOTS 10 AND 11 OF CHARLES SCHMIDT'S ADDITION AND VACATING A PORTION OF HORN STREET IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as Exhibit A demonstrating the boundary adjustment and vacation 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 and vacation 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: \_\_\_\_\_

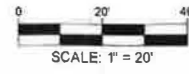
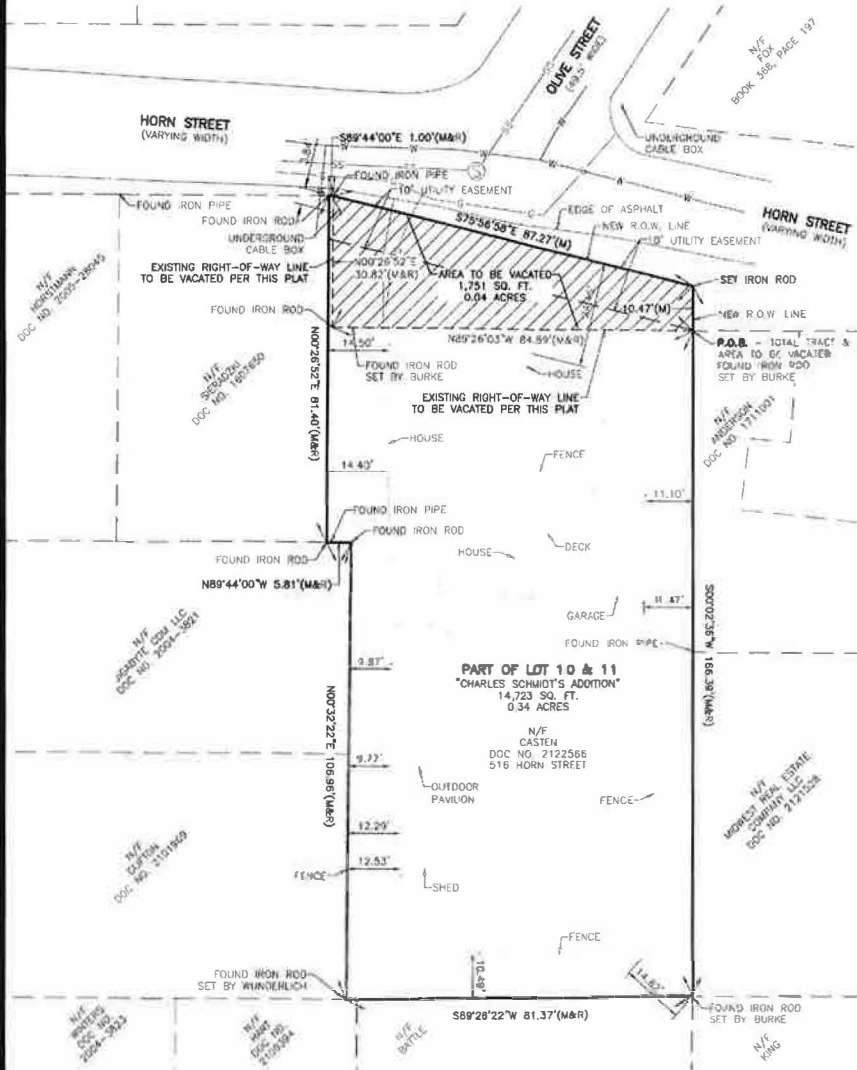
ATTEST: \_\_\_\_\_

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



# BOUNDARY ADJUSTMENT PLAT

A RESUBDIVISION OF LOTS 10 AND 11 OF "CHARLES SCHMIDT'S ADDITION, BEING PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST, OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



Hatched area on plat indicates the area that is being vacated by the City of Washington.

- NOTES:
- Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
  - Field work was completed on this site by Buescher Frankenberg Associates, Inc. on April 4, 2023.
  - M = Indicates measured outboundary information obtained by Buescher Frankenberg Associates, Inc.
  - R = Recorded outboundary information as per "Boundary Adjustment Plat" recorded on June 7, 2023 with Document No. 2306489 of the Franklin County Recorder of Deeds Office.
  - Quit Claim Deed recorded on June 26, 2023 with Document No. 2307319 of the Franklin County Recorder of Deeds Office.
  - Zoning ID - R-2 0
  - Area to be vacated and added to the property at 516 Horn Street is: 1,751 square feet and 0.04 acres.

**CERTIFICATE OF OWNERSHIP:**

We, Thomas J. Casten and Nancy A. Casten, hereby certify that we are the owners of the property shown and described hereon, and have caused the same to be surveyed and subdivided in the manner shown on this plat, and we hereby truly adopt this plan of subdivision.

The subdivision shall be known as "Boundary Adjustment Plat".

The utility easements as shown hereon are hereby dedicated to the various utility companies for utility purposes.

IN WITNESS WHEREOF, we have executed this plat as of

*Thomas J. Casten* August 2023  
THOMAS J. CASTEN

*Nancy A. Casten*  
NANCY A. CASTEN

STATE OF MISSOURI }  
COUNTY OF FRANKLIN } SS

On this 25<sup>th</sup> day of August, 2023, before me personally appeared Thomas J. Casten and Nancy A. Casten, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires: 1/12/27

*Whitney Danielle Nameth*  
Whitney Danielle Nameth  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Franklin County  
My Commission Expires: January 12, 2027  
Commission # 23072316

**CITY CLERK'S CERTIFICATE:**

I, Sherri Klekamp, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above "Boundary Adjustment Plat" was approved by the City Council of Washington, Missouri by:

Ordinance No. \_\_\_\_\_ passed and approved the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Sherri Klekamp, City Clerk

**LEGAL DESCRIPTION: AREA TO BE VACATED**

A tract of land being part of Lots 10 and 11 of "Charles Schmidt's Addition" of the Northwest Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, to wit:

Beginning at a found iron rod at the Northeast Corner of a tract of land recorded on June 26, 2023 with Document No. 2307319 of the Franklin County Recorder of Deeds Office, also being the south right-of-way line of Horn Street, thence along said right-of-way line N89°26'03"W 84.89 ft. to a found iron rod, thence S00°28'52"E 30.82 ft. to a found iron pipe, thence S75°56'56"E 87.27 ft. to a set iron rod, thence S00°02'36"W 10.47 ft. to the point of beginning, containing 1,751 square feet and 0.04 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

**LEGAL DESCRIPTION: TOTAL TRACT**

A tract of land being part of Lots 10 and 11 of "Charles Schmidt's Addition" of the Northwest Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, to wit:

Beginning at a found iron rod at the Northeast Corner of a tract of land recorded on June 26, 2023 with Document No. 2307319 of the Franklin County Recorder of Deeds Office, also being the south right-of-way line of Horn Street, thence along said south line along said east line S89°26'22"W 81.37 ft. to a found iron rod, thence leaving said south line along said west line N00°32'22"E 108.95 ft. to a found iron rod, thence N89°44'00"W 5.81 ft. to a found iron rod, thence N00°26'03"W 84.89 ft. to a found iron pipe, thence S75°56'56"E 87.27 ft. to a set iron rod, thence S00°02'36"W 10.47 ft. to a found iron rod at the Southeast Corner of said tract, thence leaving said west line along said south right-of-way line S75°56'56"E 87.27 ft. to a set iron rod at the Northeast Corner of said tract, thence S00°02'36"W 10.47 ft. to the point of beginning, containing 0.34 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

STATE OF MISSOURI )  
COUNTY OF FRANKLIN ) SS

This is to certify to Thomas J. Casten, Nancy A. Casten, and the City of Washington, that during the month of August, 2023 we executed a Property Boundary Survey and Boundary Adjustment Plat on part of Lots 10 and 11 of "Charles Schmidt's Addition" recorded on June 7, 2023 with Document No. 2306489, being part of the Northwest Quarter of Section 22, Township 44 North, Range 1 West, of the 5th P.M., City of Washington, Franklin County, Missouri. To the best of my knowledge and belief, this map or plat and the survey on which it is based were made in accordance with the current Missouri Standards for Property Boundary Surveys of the Missouri Department of Commerce and Insurance, Missouri Board of Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects' and meets the accuracy requirements of an Urban Survey as defined therein.



*Mark R. Frankenberg*  
Date: 8/23/23  
Mark R. Frankenberg, PLS #2365  
State of Missouri  
Registered Land Surveyor  
for Buescher Frankenberg Associates, Inc.  
Corporate #0096

**CASTEN**  
516 Horn Street  
Washington, Franklin  
Missouri, 63090

DRAWN  
A.C.W.  
DATE  
08-23-23  
JOB No.  
7747A  
SHEET NAME  
BOUNDARY  
ADJUSTMENT PLAT

www.bfa.com TEL: (636) 259-4751

**BFA**  
Engineering • Surveying

183 ELM STREET WASHINGTON, MISSOURI 63090

Th





FREMONT St.

VACATED ALLEY

VACATED ALLEY

49.5'

45'

10'



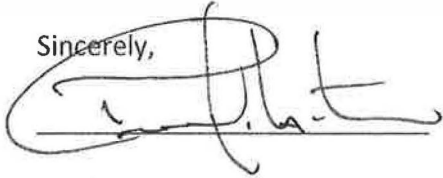
August 8, 2023

Mr. Sal Maniaci  
Community and Economic Development Director  
City of Washington  
405 Jefferson Street  
Washington, MO 63090

Dear Mr. Maniaci:

We, the undersigned property owners hereby request the City of Washington vacate any and all interests of the south right-of-way line of Horn Street, specifically located at 516 Horn Street. A map showing the subject property is attached.

Sincerely,



---

Nancy A Carter

---

Jennifer Sieradzki

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

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

AN ORDINANCE APPROVING THE FINAL PLAT OF WESTRIDGE HILLS PLAT 2, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of Westridge Hills Plat 2, 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 final plat of Westridge Hills Plat 2, in the City of Washington, Missouri is hereby approved and the same is ordered recorded in the Office of the Recorder of Deeds of Franklin County, Missouri.

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

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

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

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

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

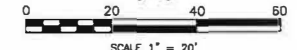
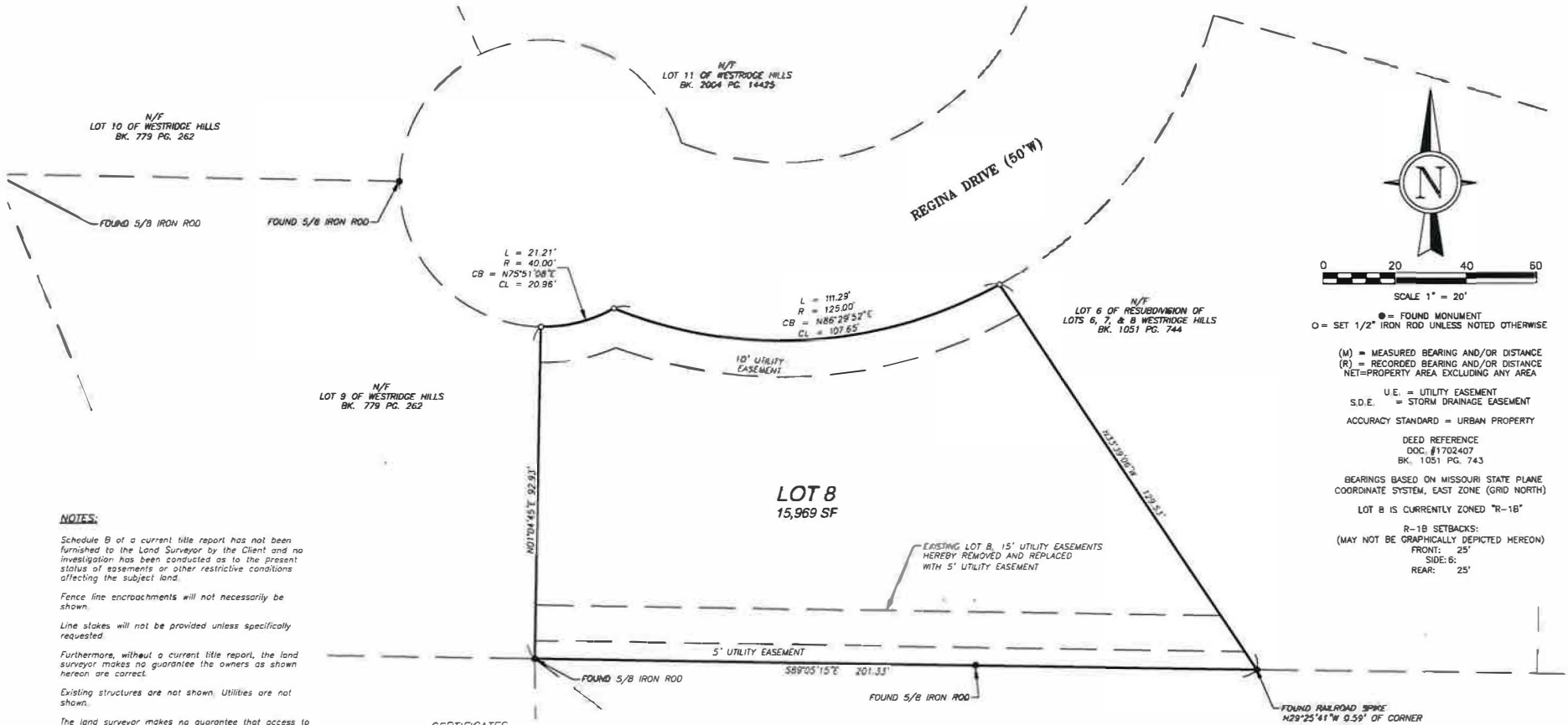
ATTEST: \_\_\_\_\_

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

Ba

# WESTRIDGE HILLS PLAT 2

BEING A RESUBDIVISION OF LOT 8 OF A RESUBDIVISION OF LOTS 6, 7, AND 8 WESTRIDGE HILLS,  
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



○ = SET 1/2" IRON ROD UNLESS NOTED OTHERWISE  
● = FOUND MONUMENT

- (M) = MEASURED BEARING AND/OR DISTANCE
- (R) = RECORDED BEARING AND/OR DISTANCE
- NET=PROPERTY AREA EXCLUDING ANY AREA
- U.E. = UTILITY EASEMENT
- S.D.E. = STORM DRAINAGE EASEMENT
- ACCURACY STANDARD = URBAN PROPERTY
- DEED REFERENCE  
DOC. #1702407  
BK. 1051 PG. 743
- BEARINGS BASED ON MISSOURI STATE PLANE  
COORDINATE SYSTEM, EAST ZONE (GRID NORTH)
- LOT 8 IS CURRENTLY ZONED "R-1B"
- R-1B SETBACKS:  
(MAY NOT BE GRAPHICALLY DEPICTED HEREON)  
FRONT: 25'  
SIDE: 6'  
REAR: 25'

**NOTES:**

Schedule B of a current title report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.

Fence line encroachments will not necessarily be shown.

Line stakes will not be provided unless specifically requested.

Furthermore, without a current title report, the land surveyor makes no guarantee the owners as shown hereon are correct.

Existing structures are not shown. Utilities are not shown.

The land surveyor makes no guarantee that access to the lands as shown hereon has been granted, identified, or reserved.

**CERTIFICATES**

We, the undersigned trustees of The Kapmann Family Joint Revocable Trust, dated October 29, 2021, of the tracts of land shown hereon have caused the same to be surveyed and resubdivided into lots in the manner shown hereon. Said subdivision shall be known as "WESTRIDGE HILLS PLAT 2".

The existing lot lines and adjoining setbacks and utility easements per plat of Resubdivision of Lots 6, 7, & 8 Westridge Hills Bk. P. Pg. 501 in the Office of the Franklin County Recorder of Deeds are hereby removed and/or vacated as shown hereon.

The setback lines are established as shown hereon.

The utility easements as shown hereon are hereby dedicated for the installation and maintenance of public utilities.

IN WITNESS WHEREOF, I have hereunto set my hands this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
Joe Kapmann, Trustee

\_\_\_\_\_  
Kelly Kapmann, Trustee

STATE OF MISSOURI  
COUNTY OF FRANKLIN

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally appeared Joe Kapmann and Kelly Kapmann, trustees of The Kapmann Family Joint Revocable Trust, dated October 29, 2021, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

I, Cameron Lueken, hereby certify to The Kapmann Family Joint Revocable Trust, dated October 29, 2021, that this survey was completed under my direct supervision, and to the best of my knowledge, information and professional judgment the results shown hereon are correct and are made in compliance with the current standards for property boundary surveys of the Missouri Dept. of Insurance, Financial Institutions and Professional Registration (20-CFR 2030-15.0) as set forth therein.

I, Doug Trentmann, Collector of Revenue for Franklin County, Missouri, first being duly sworn depose and say that I am familiar with the land belonging to The Kapmann Family Joint Revocable Trust, dated October 21, 2021, and resubdivided as "WESTRIDGE HILLS PLAT 2" and further state that there are no delinquent tax assessments on the aforesaid land shown due Franklin County.

\_\_\_\_\_  
Doug Trentmann  
Collector of Revenue  
Franklin County, Mo

I, Sherri Klekamp, City Clerk for and within the City of Washington, Missouri, do hereby certify that the plat of "WESTRIDGE HILLS PLAT 2" was approved by the City Council of Washington, Missouri, by Ordinance No. \_\_\_\_\_, passed and approved the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of the City of Washington, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Sherri Klekamp  
City Clerk, Washington, MO

**WUNDERLICH**  
SURVEYING & ENGINEERING INC.  
512 EAST MAIN STREET UNION, MO 63084  
(636) 583-8400  
MISSOURI STATE REGISTERED PROFESSIONAL ENGINEERING: 001058  
LAND SURVEYING: 000253

Cameron Lueken,  
P.L.S. 2000164340  
P.L.S. for Wunderlich Surveying & Engineering Inc.  
Franklin County Surveyor

<b>WESTRIDGE HILLS PLAT 2</b>	
<b>LOT 8 OF RESUBDIVISION OF LOTS 6, 7, AND 8 WESTRIDGE HILLS, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI</b>	
SCALE: 1"=20' JOB: 7584 DATE: 8/28/23 SC: RC DWN: CV REV:	SHEET  <div style="border: 1px solid black; padding: 5px; display: inline-block;">                     PRELIMINARY NOT FOR CONSTRUCTION                 </div> <div style="font-size: 2em; font-weight: bold;">1 of 1</div>

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# CITY OF WASHINGTON & Capital Gains Recycling E-CYCLE COLLECTION EVENT



## Event Date & Time:

**Saturday - October 14, 2023 / 8:00 am - 1:00 pm  
(Rain or Shine)**

The drop-off event will be held at the Fairgrounds Swine Pavilion at 11 Fairgrounds St. Use the entrance off of Veterans Drive at the south gate going into the Fairgrounds, then exit out of the north Fairground gate onto North Park Drive.

## Acceptable Items:

Computers & components, Office Equipment, Communication Equipment, Electronic Equipment, Microwaves, Phones Vacuum Cleaners, (anything with a cord or battery, working or not working). NO alkaline batteries, light bulbs, media (CD, DVD, Cassette, VHS, Floppy Disk, etc.)

All appliances (washer, dryer, refrigerators, etc.) can be dropped off at the City of Washington's Recycle Center (400 Recycle Dr.) during normal operating hours.



**Don't forget to RECYCLE your CELL PHONES!**



## CHARGES FOR TV'S & MONITORS

**\$5.00 each = MONITORS**

**\$40.00 each = CRT MONITORS**

**\$40.00 each = CRT TV'S (ANY SIZE)**

**\$40.00 each = REAR PROJECTION TV'S  
(ANY SIZE)**

**\$15.00 each = FLAT SCREEN TV'S (ANY SIZE)**



For more information, contact Pam at 636-390-1032.