REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL MONDAY, NOVEMBER 20, 2023 - 7:00 P.M.

COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI

1	INTRODUCTORY ITEMS:	SUGGESTED COUNCIL ACTION	
1.	Roll Call / Pledge of Allegiance	COUNCIL ACTION	
	Approval of the Minutes from the November 6, 2023, Council Meeting	Need Motion/Mayor	Memo
a. b.	Approval and Adjustment of Agenda including Consent Agenda Collector's/Treasurer's Report Summary – August 2023 Investment Report – August 2023	Need Motion/Mayor	Memo
2.	PRIORITY ITEMS:		
	Mayor's Presentations, Appointments & Reappointments		
a.	Library Board of Trustees Appointment	Approve/Mayor	Memo
b.	Police Department Appointment	Approve/Mayor	Memo
c.	Police Department Reappointments	Approve/Mayor	Memo
3.	PUBLIC HEARINGS:		
4.	CITIZENS COMMENTS:		
5.	UNFINISHED BUSINESS:		
6.	REPORT OF DEPARTMENT HEADS:		
7.	ORDINANCES/RESOLUTIONS:		
a.			
	with Apptegy for Development of a Mobile Application, Website Design and Related Services.	Read & Int/Read/Vote/Mayor	Memo
b.	An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract	•	
	with Rosebud Tractor for the purchase of a 15' Bat Wing Bush Hog (Rotary Cutter).	Read & Int/Read/Vote/Mayor	Memo
c.			
	with Sydenstricker Nobbe Partners for the purchase of a John Deere 6610M Cab Tractor and a 22'		
	Diamond Flail Mower.	Read & Int/Read/Vote/Mayor	Memo

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR'S REPORT:

10. <u>CITY ADMINISTRATOR'S REPORT:</u>

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. Leaf Pick Up
- b. Winter Snow Removal Tips

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, NOVEMBER 17, 2023

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

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI MONDAY, NOVEMBER 6, 2023

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, November 6, 2023, at 7:05 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:		Doug Hagedorn	Present
Council Members:	Ward I	Al Behr	Absent
		Duane Reed	Present
	Ward II	Mark Hidritch	Present
		Mark Wessels	Present
	Ward III	Chad Briggs	Present
		Jeff Patke	Present
	Ward IV	Mike Coulter	Absent
		Joe Holtmeier	Present
Also Present:	City Attorney		Mark Piontek
	City Administrator		Darren Lamb
	City Clerk		Sherri Klekamp
	Police Chief		Jim Armstrong
	City Engineer		Charles Stankovic
	Fire Chief		Tim Frankenberg
	Emergency Managen	Justin Frankenberg	
	Communications Dire	Jennifer Brune	
	Parks Director		Wayne Dunker
	City Planner/GIS Spe	ecialist	Sarah Skeen

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 October 16, 2023, Council Meeting

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

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Page 1 November 6, 2023

Approval and Adjustment of Agenda including Consent Agenda:

- * Final Payment Request Pool Management, Maintenance & Lifeguards
- * Final Payment Request Skate Park Features
- * Liquor License Request; Serendipity Slush Co.
- * Table Item 7i

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

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments:

* Proclamation – America in Bloom

NATIONAL RECOGNITION

WASHINGTON IN BLOOM

Whereas, Top honors for the prestigious 2023 America in Bloom Program were announced at the Annual Symposium and Awards Celebration held in Spartanburg, South Carolina, September 28-September 30, 2023; and

Whereas, The City of Washington, Missouri was the winner of the Urban Forestry Outstanding Achievement Award. Additionally, Washington was the winner of the 10,000-15,000 Population Category Award; and

Whereas, The City of Washington, Missouri also received special recognition for its Urban Forestry efforts from the America In Bloom Advisors; and

Whereas, all participating communities were evaluated on seven criteria: Community Vitality, Overall Impression, Environmental Initiatives, Heritage Celebration, Urban Forestry, Landscaped Areas, and Floral Impact. America in Bloom is the only national awards program that sends specially trained Advisors to personally visit participating communities; and

Whereas, to date, more than 330 communities from 43 states have participated in the program and more than 22 million people have been touched by it.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri do hereby extend my sincere congratulations to the Washington In Bloom Committee for their national recognition from the America in Bloom Organization for their excellent work in making our community more beautiful and vibrant.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 6^{th} day of November 2023.

James D. Hagedorn

Mayor

(Remaining of page intentionally left blank)

Page 2 November 6, 2023

* Franklin County Transportation Committee Appointments

October 19, 2023

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

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

Charles Stankovic, City Engineer - attendee

Darren Lamb, City Administrator - alternate attendee

Respectfully submitted,

James D. Hagedorn

Mayor

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

* Police Department Appointments

October 30, 2023

To The City Council

City of Washington

Washington, MO 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Police Department as a Reserve Officer:

NAME DATE EFFECTIVE DATE EXPIRES
Zachary T. Chadwick November 7, 2023 November 7, 2024

Reserve Officer

Shayne P. Durbin November 7, 2023 May 7, 2024 (first six months)

Reserve Officer

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

* Police Department Reappointments

October 30, 2023

City Council

City of Washington

Washington, Missouri

Dear Council Members:

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

NAME DATE EFFECTIVE DATE EXPIRES
Gregory Garrett November 3, 2023 November 3, 2024
Police Officer

Chase Wurth November 8, 2023 November 8, 2024

Police Officer

Michael Grissom November 22, 2023 November 22, 2024

Sergeant

Respectfully submitted, James D. Hagedorn

Mayor

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

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* None

ORDINANCES/RESOLUTIONS

Bill No. 23-12895, Ordinance No. 23-13860, an ordinance authorizing and directing the execution of an Agreement for Public Safety Answering Point ("PSAP") Support Services by and between the City of Washington, Missouri and Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

Bill No. 23-12896, Ordinance No. 23-13861, an ordinance authorizing and directing the execution of a Supplemental Agreement No. 1 with CDG Engineers, Inc. for Engineering Services for the Front Street ADA Improvements Project.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

Page 4 November 6, 2023 Bill No. 23-12897, Ordinance No. 23-13862, an ordinance authorizing and directing the execution of a Supplemental Agreement No. 2 to Engineering Services Contract with HDR Engineering, Inc. for Engineering Design Services for the Jefferson Street-Roadway and ADA Compliance Project.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

Bill No. 23-12898, Ordinance No. 23-13863, an ordinance accepting the Proposal from BFA, Inc. for Professional Services for the Main Street Reconstruction and ADA Compliance Project and amend the 2024 Budget.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

Bill No. 23-12899, Ordinance No. 23-13864, an ordinance accepting the Proposal from Rotolite for the purchase of an HP XL 3600 Plotter and Scanner.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

Bill No. 23-12900, Ordinance No. 23-13865, an ordinance accepting the Proposal from SCS Engineers for the Semi-Annual Groundwater Monitoring Program at the Struckhoff Sanitary Landfill.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

Bill No. 23-12901, Ordinance No. 23-13866, an ordinance accepting the Proposal from Radio Comm Co. for three (3) L3Harris XL-200M Mobile Radios and amend the 2024 Budget.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

(Remaining of page intentionally left blank)

Page 5 November 6, 2023 Bill No. 23-12902, Ordinance No. 23-13867, an ordinance authorizing and directing the City of Washington, Missouri to accept the Quote from MTI Distributing for the purchase of a Field Pro 6040 Groomer.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

TABLED – An ordinance amending Section 700.320 of the Code of the City of Washington, Missouri relating to Water Connection Fees.

Bill No. 23-12903, Ordinance No. 23-13868, an ordinance providing for the Approval and Acceptance of Minimum Improvements for Maintenance for Highland Meadows Plat 7, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 23-12904, Ordinance No. 23-13869, an ordinance providing for the Approval and Acceptance of Minimum Improvements for Maintenance for The Villas at High Street Plat 1, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Patke-aye, Briggs-aye, Holtmeier-aye, Reed-aye, Hidritch-aye, Coulter-absent, Behr-absent.

COMMISSION, COMMITTEE AND BOARD REPORTS

Bill No. 23-12905, Ordinance No. 23-13870, an ordinance approving the Final Plat of Highlands Meadows Plat 7, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 23-12906, Ordinance No. 23-13871, an ordinance approving the Amendment to the Final Plat of The Villas at High Street Plat 1, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

Page 6 November 6, 2023 Bill No. 23-12907, Ordinance No. 23-13872, an ordinance approving the Final Development Plan of The Bluffs at Bassora Place in the City of Washington, Franklin County, Missouri. The ordinance was introduced by Councilmember Holtmeier.

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

MAYOR'S REPORT

* Congratulations to Washington High School for winning the State Championship Game and congratulations to St. Francis Borgia High School for advancing to the State Championship Finals.

CITY ADMINISTRATOR'S REPORT

* Discussion on the Apptegy App. This is a communication platform geared towards communicating with the general public. An ordinance and contract will be presented at the next Council Meeting for approval.

COUNCIL COMMENTS

- * Discussion on Gateway Fiber's restoration and backfilling when putting in fiber-optic lines.
- * Thank you to the Water Department for staying ahead of the Second Street Project.
- * Thank you to the Parks Department for the work on the Motorsports Arena.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:40 p.m. by Councilmember Wessels, seconded by Councilmember Holtmeier passed without dissent.

Adopted:

Attest:

City Clerk

President of City Council

Attest:

City Clerk

Mayor of Washington, Missouri

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CITY OF WASHINGTON CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY **AUGUST 2023**

	City Collector's Report				Adjusted Cash Position					
MATERIAL STATES	CASH BALANCE AS OF 8/1/2023	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 8/31/2023	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 8/31/2023	LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
CASH FUNDS:										
GENERAL FUND	3,296,939.77	1,162,356.80	(2,042,158.34)	2,417,138.23	(85,811.84)	(11,526.85)	2,319,799.54	2,508,724.80	(1,835,476.20)	2,993,048.14
LIBRARY FUND	70,305.58	129,063.34	(92,741.87)	106,627.05	(62,777.86)	(3,856.61)	39,992.58	0.00	0.00	39,992.56
VOLUNTEER FIRE FUND	1,988,371.20	9,567.05	(133,768.15)	1,864,170.10	0.00	(26,435.28)	1,837,734.82	0.00	0.00	1,837,734.82
VEHICLE & EQUIPMENT REPLACEMENT FUND	797,271.77	3,546.32	(62,438.74)	738,379.35	0.00	0.00	738,379.35	0.00	0.00	738,379.35
STORM WATER IMPROVEMENT FUND	2,525,696.12	228,209.20	(60,665.17)	2,693,240.15	0.00	0.00	2,693,240.15	1,363,676.00	0.00	4,056,916.1
CAPITAL IMPROVEMENT SALES TAX FUND	1,483,265.81	255,794.51	(233,253.96)	1,505,806.36	0.00	0.00	1,505,806.36	0.00	0.00	1,505,806.36
TRANSPORTATION SALES TAX 2	760,987.75	319,290.13	(525,849.84)	554,428.04	0.00	0.00	554,428.04	0.00	0.00	554,428.04
DEBT SERVICE C.O.P. FUND	2,007,278.00	8,928.52	(386,334.88)	1,629,871.64	(1,433,338.39)	0.00	196,533.25	0.00	0.00	196,533.25
DOWNTOWN TIF RPA-1 FUND	1,221,021.15	5,417.49	(17,594.04)	1,208,844.60	0.00	0.00	1,208,844.60	0.00	0.00	1,208,844.60
FRONT & MAIN TIF RPA-3 FUND	40,765.77	2,376.25	0.00	43,142.02	0.00	0.00	43,142.02	0.00	0.00	43,142.02
RHINE RIVER TIF RPA-2 FUND	1,604.28	7.15	0.00	1,611.43	0.00	0.00	1,611.43	0.00	0.00	1,611.43
WATER FUND	789,286.92	263,507.29	(744,179.10)	308,615.11	0.00	0.00	308,615.11	0.00	(398,571.50)	(89,956.39
SEWAGE TREATMENT FUND	(630,603.11)	234,108.13	(284,962.44)	(681,457.42)	0.00	0.00	(681,457.42)	0.00	(669,762.75)	(1,351,220.17
SOLID WASTE FUND	3,751,256.53	326,630.22	(334,334.78)	3,743,551.97	(7,645,992.85)	0.00	(3,902,440.88)	0.00	(907,580.25)	(4,810,021.13
PHOENIX CENTER II CID FUND	4,253.34	64,512.85	(63,867.72)	4,898.47	0.00	0.00	4,898.47	0.00	0.00	4,898.47
TOTALS	\$ 18,107,700.88	\$ 3,013,315.25	\$ (4,982,149.03)	16,138,867.10	\$ (9,227,920.94)	\$ (41,818.74)	\$ 6,869,127.42	\$3,872,400.80	\$(3,811,390.70)	\$ 6,930,137.52

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 4,363.71

^{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	WAS	SHINGTO	N MC	ONTHLY	/ IN	IVESTME	NT RE	PORT			
AUGUST 2023	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE		EGINNING ADJUSTED COST		DJUSTED LIN(LOSS)		INVESTMENT	EXPE	NSE	SOLD/REINVESTED 10/01/22 - 09/30/23		ENDING ADJUSTED COST
GOVERNMENT BONDS:						bi,		7	Marine Marine		AND THE			
FEDERAL FARM CREDIT BANK BOND	3/31/2023	0.550%	7/22/2026	\$	191,014.60		550.40		-			-	\$	191,565.00
FEDERAL FARM CREDIT BANK BOND	8/3/2023	2.875%	4/26/2027	\$			514,294.70					(522,562,64)	\$	514,294.70
FEDERAL AGRIC MYG CORP NOTE	8/3/2023	2.925%	5/2/2028	s			511,831,30					(520,898.00)	\$	511,831.30
FEDERAL HOME LOAN BANK BONDS	1/31/2023	4.875%	9/13/2024	\$	363,094.70		324.85						\$	363,419.55
FEDERAL FARM CREDIT BANK	1/31/2023	3.625%	10/26/2026	5	362,156.89		160.39						\$	362,317.28
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$	474.451.20		1,176.00		*		*		\$	475,627.20
IBN: BOND TOTALS:				s	1,390,717.39	\$ 1,	,028,337.64	\$				\$ (1,043,460.64)	\$	2,419,055.03
CERTIFICATES OF DEPOSITS:	Williams.							15		3/1/	H			
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$	235,800.25		19.60		¥				\$	235,819.85
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$	239,757.00		237.65		4,009.27				\$	239,994.65
BANK OF BARODA CD	8/15/2023	5 250%	8/14/2024	\$	- C 37 - T		245,000.00				- 2	(245,000.00)	\$	245,000.00
FIRST CAROLINA BANK CD	8/11/2023	5.150%	2/11/2025	S			243 686 80		2			\$ (245,000.00)	\$	243,686.80
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	S	236,959.20		223,20		3,690,08		*		\$	237,182.40
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$	239,077.35		530.37		2				\$	239,607.72
CERTIFICATE OF DEPOSITS TOTALS:				\$	951,593.80	\$	489,697.62	\$	7,699.35	\$		\$ (1,533,460.64)	5	1,441,291.42
MONEY MARKETS:						- 5								18 N- 8 T
IBN:MONEY MARKET				S	1,536,855.92				919.72		40.00	(1,525,761.29)	S	12,054.35
MONEY MARKET TOTALS:				5	1,536,855.92				0.00				\$	12,054.35
GRAND TOTALS:	ALK BALL	Section 1	STATE OF THE STATE	\$	3,879,167.11	\$ 1	,518,035.26	5	(1,524,841.57)	s	40.00	自由 图图	\$	3,872,400.80

ALLOCATIONS OF FUNDS:

PRINCIPAL - GENERAL FUND ACCT.- 001-103000

1,990,000.00

INVESTMENT GENERAL FUND- GAIN(LOSS)

518,724.80

TOTAL GENERAL FUND:

\$ 2,508,724.80

PRINCIPAL - STORMWATER FUND ACCT,- 250-103000

1,363,676.00

TOTAL STORMWATER FUND:

\$ 1,363,676.00

TOTAL MARKET VALUE OF INVESTMENTS:

\$ 3,872,400.80

DARREN J. I AMB. CITY ADMINISTRATOR/DEPUTY CITY TREASURE

DATE

DATE



November 13, 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 Library Board of Trustees:

Gretchen Pettet – term ending June 2026

Respectfully submitted,

James D. Hagedorn

Mayor



November 14, 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 Police Department for a six-month probationary term:

NAME	TERM BEGINS	TERM ENDS
Jason E. Angle Police Officer	November 21, 2023	May 21, 2024 (1 st 6 months)

Respectfully submitted,

James D. Hagedorn Mayor



Washington Police Department Chief Jim Armstrong DSN 256

301 Jefferson Street Washington, MO 63090

Administration: (636)390-1055 Dispatch: (636)390-1050 Fax: (636)390-2455

DATE:

November 14, 2023

TO:

Mayor Doug Hagedorn

FROM:

Chief Jim Armstrong

SUBJECT:

Full Time Police Officer

Honorable Mayor,

I respectfully request that the following individual be presented to City Council for appointment to the City of Washington Police Department as a full time Police Officer. He will serve a six (6) month probation period and will be up for reappointment on April 4, 2023.

NAME

TERM BEGINS

TERM ENDS

Jason E. Angle

November 21, 2023

May 21, 2024 (first six months)

Jason Angle holds an associate degree in criminal justice from Jefferson College. He also graduated from the Jefferson College Police Academy and has a valid Class A peace officer license through the Missouri Peace Officer Standards and Training. Angle is a member of the Missouri Army National Guard as a Military Policeman.

Angle has expressed a desire to serve the community of Washington as a police officer. I believe Jason has the service mindset that will make him a good fit for the Washington Police Department.

Written testing, physical standards testing, extensive background investigation and an interview by command staff and city staff was held, all with excellent results. I am confident in presenting Jason Angle for approval as a police officer with the Washington Police Department.

Thank you for your consideration.

Respectfully,

Chief James Armstrong
Jim Armstrong, Chief of Police



November 14, 2023

City Council City of Washington Washington, Missouri

Dear Council Members:

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

NAME Mike Wissbaum Detective	DATE EFFECTIVE December 1, 2023	DATE EXPIRES December 1, 2024
Robert Kelly Police Officer	December 6, 2023	December 6, 2024

Respectfully submitted,

James D. Hagedorn Mayor



Washington Police Department Chief Jim Armstrong DSN 256

301 Jefferson Street Washington, MO 63090 Administration: (636)390-1055

Dispatch: (636)390-1050 Fax: (636)390-2455

Date:

November 14, 2023

To:

Mayor Doug Hagedorn

Subject:

Reappointment of Police Officers

Honorable Mayor,

I respectfully request that the following officers be presented to the City Council for reappointment with the Washington Police Department for a one year term. These officers continue to perform well and are an asset to the department and City of Washington.

NAME

DATE EFFECTIVE

DATE EXPIRES

Detective Mike Wissbaum Officer Robert Kelly December 1, 2023 December 6, 2023 December 1, 2024 December 6, 2024

Thank you for your consideration.

Respectfully,

Jim Armstrong, Chief of Police

BILL NO	INTRODUCED BY
ORDINANCE NO	O
WASHINGTON, MISSOURI T WITH APPTEGY FOR D	ING AND DIRECTING THE CITY OF TO ENTER INTO AN AGREEMENT DEVELOPMENT OF A MOBILE SIGN AND RELATED SERVICES
Be It Ordained by the Council of	The City of Washington, Missouri, as follows:
Agreement with Apptegy for Developm	nereby authorized and directed to enter into an ent of a Mobile Application, Website Design and ement is marked Exhibit A and is attached hereto
SECTION 2: All ordinances or repealed.	parts of ordinances in conflict herewith are hereby
SECTION 3: This ordinance shapassage and approval.	all take effect and be in full force from and after its
Passed:	
ATTEST:	President of City Council
Approved:	,
ATTEST:	
	Mayor of Washington, Missouri



Powering Your Online Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2022 we've partnered with more than 2,500 clients in all 50 states to build their website, custom mobile app, and notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your city's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our clients. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate.**



I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.

All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!

. . .





Scope & Deliverables

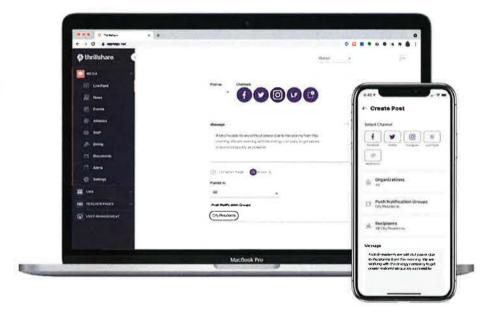
At Apptegy, we've developed the first publishing platform for school districts and municipalities, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Publishing Platform

From the beginning, Thrillshare was designed to contain all of your communication channels in one place.

Built specifically for school districts and municipalities, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and notification system. Keeping information upto-date is **as easy as it gets**, from the staff directory to your calendar and news.



Mobile Apps

We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. A user experience that delights community members means they will continue to come back to the app for meaningful information.









Websites

We will work with you to understand how you want your city's brand to come across by creating a new website. This gives you the opportunity to showcase what makes your city unique, while also allowing users to easily access information about your city. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



Transition & Support

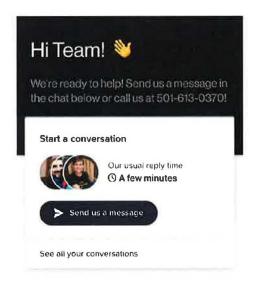
We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for your team.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.

Response Time

Our average response time is 60 seconds, and most requests for support are closed within 30 minutes. Here are some ways to reach us:

- Live Chat (online)
- Phone
- Email





I. Estimated Transition Timeline

11				•
MC.	10	W_	of	r
10	I	M-	UI	

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



II. Order Form

Client Name: City Of Washington, MO

Address: 405 Jefferson St Email: dlamb@washmo.gov

Washington, Missouri 63090	Phone: 16363901000		
Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps for the Municipalit *Billed one-time	\$15,000 y	1	\$15,000
App Development Discount (one-time) Discounting app development for agreement signed by 10/31/2023	-\$2,500	1	-\$2,500
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~14,500 population	\$8,450	1	\$8,450
*Billed and payable in full annually			
*For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term(see Terms for more info)			
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0



III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$20,950.00
Billed after signature	\$10,475 (50% of year 1 total)
60 Days from signature ("Client Start Date")	\$10,475 (50% of year 1 total)
One year from Client Start Date	\$8,450 (annual, if renewed) *Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "Agreement") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client

Apptegy, Inc.

By: Qohn Kimble

By: 2023-10-31 16:15:40 (ADT)

Name: John Kimble

Title: City Manager

Date: 10-31-23



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "Apptegy") between Apptegy and the Client that is set out in the Order Form. References to the "Agreement" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "Estimated Transition Timeline" and the "Payment Schedule" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

- 1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly addressed in the Client Addendum, and this Agreement will control and govern with respect to all other matters. If you do not have a separate Client Addendum, this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or addition to the terms and conditions of this Agreement must be set out in a separate addendum confirming such amendments, modifications, and/or additions in writing (a "Client Addendum").
- 2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("User(s)") may access and use, the products and services set out in the Order Form (collectively, "Services").

Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "Client Content") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

- 3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including, sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations, unless Client is a tax exempt entity. Client agrees to provide Apptegy with tax exemption certificate(s) or other proof of tax exempt status upon request.
- **4. License Term**. The term of Client's license to use the Services (the "License Term") will start on the date(s) set out on the Order Form (the "Client Start Date(s)"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed Agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed Agreement from Client.

The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

- **5. Appropriations**. Client's obligations under this Agreement for any year after the initial term year are contingent upon funds being appropriated or otherwise made available for the Services. If funds are not appropriated or otherwise made available for the Services, this Agreement will terminate at the end of the then-current term year and Client will be relieved of subsequent obligations under this Agreement. However, Client agrees to use its best efforts to have the amounts contemplated under this Agreement included in its budget.
- 6. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("Terms of Use") and Privacy Policy ("Privacy Policy"), available at the following links: https://www.apptegy.com/terms-and-conditions/ https://www.apptegy.com/privacy-policy/. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, assignment, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

- 7. Carrier Restrictions. Apptegy provides text, voice, email, and other messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "Carriers"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.
- 8. TCPA/CTIA Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("TCPA"), and the requirements and policies of CTIA The Wireless Association ("CTIA"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.
- **9. Accessibility Compliance**. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("ADA"), and the requirements and policies of Web Content Accessibility Guidelines ("WCAG").

Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

- 10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on a Facebook or other social account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.
- **11. Disclaimers; Limited Liability**. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.
- 12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

- 13. Public Records. Apptegy agrees that confidentiality or non-disclosure terms of this Agreement are subject to the freedom of information, open disclosure, and/or other government transparency laws ("Public Records" laws) of Client's jurisdiction. Such Public Records laws are incorporated into this Agreement. Apptegy agrees to use reasonable efforts to assist Client in responding to Public Records requests received by Client; for example, by providing Client with a copy of any records maintained by Apptegy that are subject to a request. If Client receives a Public Records request concerning Apptegy: (i) before responding to the request, Client will notify Apptegy with sufficient time for Apptegy to explain whether any information is exempt from disclosure under Public Records law; and (ii) Apptegy will redact any exempt information and provide Client with redacted copies of applicable records.
- 14. Data Practices. Apptegy maintains comprehensive privacy and security practices and policies. They include industry-accepted administrative, technical, and physical security controls that promote the availability, integrity, and confidentiality of our Services and Client data in our care. Further, Apptegy implements industry-accepted safeguards to protect Client data from loss and unauthorized use and disclosure. Apptegy collects and uses Client information, on behalf of and under the control of the Client, only to provide and improve our Services in accordance with our Privacy Policy and applicable law. Our Privacy Policy details the information we collect from Clients, how we collect and store it, how we use it, and the Client's rights and choices with respect to Client information. Please see the Privacy Policy for more information.
- **15. Compliance with Laws**. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.
- **16. Insurance**. Apptegy will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers sufficient to cover the performance of the Services. Upon request, Apptegy will provide applicable certificate(s) of insurance.

17. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; and then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

In the event that the City of Washington, MO Council does not approve funding for this contract, then this agreement shall be null and void and all obligations of either party shall cease upon the time any existing program funds have been exhausted. Client, within 30 days of their City Committee's non-approval of funds, must send notice via email that includes documentation of the lack of approval of funds for this contract. In such event Client shall not be liable for any fees for the remainder of the then-current License Term.





November 16, 2023

Honorable Mayor and City Council Washington, MO 63090

Re: Communications Software

Dear Mayor and Council,

In an effort to improve communication of City events, announcements and general information, staff would like to purchase mobile application software that allows our residents to download onto their mobile devices. The software includes the ability to distribute messages over multiple platforms including several forms of social media and text messages. The initial cost of \$12,500.00 is for setup and includes hosting of the City's website. Annual maintenance fees of \$8,450.00 are also required. The contract is for one (1) year with the option to renew for additional periods of one (1) year.

Staff is proposing to pay for the initial setup fee and annual maintenance from the ARPA funds - \$20,950.00 total. Ongoing maintenance fees will be budgeted out of the general revenue in the future.

Sincerely,

Darren Lamb, AICP City Administrator

hand



Apptegy, Inc 2201 Brookwood Dr., Suite 115 | Little Rock, AR 72202 www.apptegy.com

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

Dear Darren-

Apptegy, Inc., is a communications company that builds custom mobile applications, websites, and a publishing platform, named Thrillshare[®], which allows, amongst other things, all of a municipality's online communications to be updated at one time. Thrillshare[®] and the Thrillshare[®] Mobile app allow municipalities to automatically update their website, iPhone app, Android app, Facebook, Instagram, Twitter, send push notifications, and emails through a single entry in the proprietary publishing platform.

Apptegy is the sole-source provider of the Thrillshare® and Thrillshare® Mobile publishing platform. Apptegy exclusively holds all intellectual property rights to the Thrillshare® and Thrillshare® Mobile publishing platform, including the code base, trademarks and trade dress, and copyrights.

There are no other products or services commercially available that offer the same functions, features, and purpose in one system.

Please feel free to contact me with questions or requests for additional information at (501) 603-9000 or jamie@ppgmrlaw.com

Sincerely,

PPGMR LAW, PLLC

Jamie Fugitt

Outside general counsel to Apptegy, Inc.

BILL NO INTRODUCED E	3Y
ORDINANCE NO	
AN ORDINANCE AUTHORIZING A THE CITY OF WASHINGTON, MISSO INTO A SALES CONTRACT W TRACTOR FOR THE PURCHASE OF A BUSH HOG (ROTARY CUTTER)	OURI TO ENTER TITH ROSEBUD
Be It Ordained by the Council of the City of Wash	nington, Missouri, as follows:
SECTION 1: The Mayor is hereby authorized to	execute a Sales Contract with
Rosebud Tractor in an amount totaling Thirty-Five Thous	and Six Hundred Sixty-Eight
Dollars and Seventy Cents (\$35,668.70) for the purchase	of a 15' Bat Wing Bush Hog
(Rotary Cutter). A copy of said sales contract is attached	hereto and marked as Exhibit A.
SECTION 2: All ordinances or parts of ordinance	es 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:	
	f City Council
Approved:	
ATTEST:	
Mayor of V	Vashington, Missouri

Exhibit A

SALES CONTRA	ACT
This Sales Contract made and entered into this day of between Rosebud Tractor, PO Box 237, Rosebud, Missouri 6 of Washington, Missouri, a municipal corporation hereinafter re	of, 2023, by and <u>3091,</u> herein referred to as "Seller", and the City eferred to as "City".
WITNESSETH: Whereas, Seller was the best low bid r Hog (Rotary Cutter).	received for furnishing of one 15' Bat Wing Bush
NOW THEREFORE, THE PARTIES HERETO AGREE	AS FOLLOWS:
Seller agrees to provide to the City with one 15' Bat Wing Bus sum of Thirty-Five Thousand Six Hundred Sixty-Eight Dollars	
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 parties.	in this paragraph, forms the contract between the
These documents are as fully a part of the contract as if attach	ned hereto or repeated herein.
This agreement shall be construed or determined according to Missouri.	the laws of the State of
IN TESTIMONY WHEREOF, Seller has hereunto set it executes this contract the day and year first written.	s hand, and the City of Washington, Missouri
SELLER: CI	TY:
BY: BY Company Representative	: Mayor – Washington, Missouri
Company Representative	Mayor – wasnington, Missouri
AT	TEST:City Clerk



November 1, 2023

RE: Recommendation – Purchase a 15' Bat Wing Bush Hog (Rotary Cutter)

Honorable Mayor and City Council,

As you may be aware, before deciding to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and need for purchases. In doing so, we budgeted \$32,000 this year to replace our 2017 10' Bush Hog and 2001 8' Bush Hog. The wider bush hog will increase our production when cutting the Riverfront trail fields, Miller Post and Landfill areas. The new 15' Bush Hog cost is \$35,668.70, \$3668.70 over budget. We will sell the other two (2) 2017 - 10' & 2001 - 8' Bush Hogs to make up the cost difference.

The bid is under the Sourcewell Bid Program, Contract #070821-BHG, through Rosebud Tractor, Rosebud MO.

I recommend that the City of Washington contract with Rosebud Tractor thru the Sourcewell Contract for the purchase of the 15' Bat Wing Bush Hog (Rotary Cutter) in the amount of \$35,668.70.

If you have any questions/concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,

Tony Bonastia

Street Superintendent





QUOTE FORM

PO to be issued to Dealer

DATE 10/17/2023
Quote valid for 60 Days

ROSEBUD TRACTOR		Sales Rep WI	ES OHERN
237			
The state of the s	3091	Phone (573)	764-3393
		Attn TONY	BONASTIA
BERS DR			
State MO Zip 6	3090	Phone (636)	390-1037
Description	r	List Price	Extended Pri
		A STATE OF THE PARTY OF THE PAR	\$38,663.00
		and the second of the second o	Trible to the second se
		And the second s	\$1,850.00
		A Committee of the Comm	The second secon
THE STATE OF THE PROPERTY OF T	-	CONCLUDE ROSE MATERIAL CONCLUSION	\$2,181.00
		A STATE OF THE STA	\$3,120.00 \$100.00
3.10/363	-	19100.00	\$0.00
	-	-	\$0.00
CONFICURED PRICE	1		\$48,651.00
LESS SOURCEWELL MEABER DISCOUNT	LM		\$14,595
			-
	A COLUMN	H	120,00
CONFIGURED PRICE SURCHARGE	0.00	-	\$0.00
CONFIGURED PRICE SURCHARGE SUBTOTAL	A COLUMN		\$34,055.70
CONFIGURED PRICE SURCHARGE SUBTOTAL FACTORY/LOCAL FREIGHT	A COLUMN		\$34,055.70 \$913.00
CONFIGURED PRICE SURCHARGE SUBTOTAL FACTORY/LOCAL FREIGHT SET-UP/PDI	A COLUMN		\$34,055.70
CONFIGURED PRICE SURCHARGE SUBTOTAL FACTORY/LOCAL FREIGHT	A COLUMN	1	\$34,055.70 \$913.00 \$700.00
CONFIGURED PRICE SURCHARGE SUBTOTAL FACTORY/LOCAL FREIGHT SET-UP/PDI	A COLUMN		\$34,055.70 \$913.00 \$700.00
CONFIGURED PRICE SURCHARGE SUBTOTAL FACTORY/LOCAL FREIGHT SET-UP/PDI	A COLUMN		\$34,055.70 \$913.00 \$700.00
	State MO . Zip 6 TY OF WASHINGTON BERS DR ON State MO . Zip 6	State MO Zip 63091 TY OF WASHINGTON BERS DR ON State MO Zip 63090 Description 5115 DECK RINGS DOUBLE ROW CHAINS 540 PTO PERMA LEVEL HITCH CV DRIVELINE 540PTO DUAL AXLE ARMS DUAL AXLE ARMS 4TIRBS WINGS 8 29X9X15 USED AIRCRAFT TIRES 3 HOSES	State MO Zip 63091 Phone (573)

DISCLAIMER: THIS QUOTE IS SUBMITTED BY A BUSH HOG DEALER AND NOT FROM BUSH HOG, INC.

BILL NO	INTRODUCED BY
	ORDINANCE NO
	AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH SYDENSTRICKER NOBBE PARTNERS FOR THE PURCHASE OF A JOHN DEERE 6610M CAB TRACTOR AND A 22' DIAMOND FLAIL MOWER
Be It 0	Ordained by the Council of the City of Washington, Missouri, as follows:
SECT	YON 1: The Mayor is hereby authorized to execute a Sales Contract with
Sydenstricker	Nobbe Partners in an amount totaling One Hundred Eighty-Nine Thousand
Eight Hundre	d Eighty-Seven Dollars and Fifty-Four Cents (\$189,887.54) for the
purchase of a	John Deere 6110M Cab Tractor (\$114,614.44) & a 22' Diamond Flail
Mower (\$75,2	273.10). A copy of said sales contract is attached hereto and marked as
Exhibit A.	
SECT	ION 2: All ordinances or parts of ordinances in conflict herewith are
hereby repeal	ed.
SECT	ION 3: This ordinance shall take effect and be in full force from and after
it's passage an	nd approval.
Passed:	
ATTEST:	
Approved:	President of City Council
ATTEST:	
	Mayor of Washington, Missouri

Exhibit A

SALES CONTRACT

SALES CON	ITRACI
This Sales Contract made and entered into this of between Sydenstricker Nobbe Partners, 14400 State High as "Seller", and the City of Washington, Missouri, a munic	day of, 2023, by and way TT, Dutzow, Missouri 63357, herein referred to ipal corporation hereinafter referred to as "City".
WITNESSETH: Whereas, Seller was the best low Cab Tractor & one 22' Diamond Flail Mower.	bid received for furnishing of one John Deere 6610M
NOW THEREFORE, THE PARTIES HERETO AG	REE AS FOLLOWS:
Seller agrees to provide to the City with one (1) John Deel Diamond Flail Mower (\$75,273.10) for payment in the tota Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$189	I sum of One Hundred Eighty-Nine Thousand Eight
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 enumera parties.	ted in this paragraph, forms the contract between the
These documents are as fully a part of the contract as if a	ttached hereto or repeated herein.
This agreement shall be construed or determined according	ng to the laws of the State of Missouri.
IN TESTIMONY WHEREOF, Seller has hereunto sexecutes this contract the day and year first written.	set its hand, and the City of Washington, Missouri
SELLER:	CITY:
BY: Company Representative	BY: Mayor – Washington, Missouri
	ATTEST:



November 1, 2023

RE: Recommendation - Purchase a Tractor & Mower

Honorable Mayor and City Council,

As you may be aware, before deciding to purchase a particular piece of equipment staff will annually review and analyze the equipment to determine the current requirement and need for purchases. In doing so, we budgeted \$190,000 this year to replace our 2003 John Deere with Boom Mower due to being worn out and having 3,665 hrs. so we will auction it off on Purple Wave. The new purchase of a John Deere 6110 M Cab Tractor (\$114,614.44) with a 22' Diamond Flail Mower (\$75,273.10) for a total cost is \$189,887.54, which is under budget.

The bid is under the Sourcewell Bid Program, Contract #Ag 110719-JDC (PG BA CG76) through Sydenstricker Nobbe Partners, Dutzow MO.

I recommend that the City of Washington contract with Sydenstricker Nobbe Partners thru the Sourcewell Contract for the purchase of a John Deere 6110 M Tractor (\$114,614.44) with a 22' Diamond Flail Mower (\$75,273.10) for a total cost is \$189,887.54.

If you have any questions/concerns or would like additional information, please feel free to contact me prior to the City Council Workshop Meeting.

Respectfully,

Tony Bonastia

Street Superintendent





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

Sydenstricker Nobbe Partners 14400 State Highway TT Dutzow, MO 63357 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Sydenstricker Nobbe Partners

14400 State Highway Tt Dutzow, MO 63357 636-433-2256 sales@snpartners.com

Quote Summary

Prepared For:

Equipment Total

CITY OF WASHINGTON 405 JEFFERSON ST WASHINGTON, MO 63090 Business: 636-390-1037 janedoe@xxx.com

Delivering Dealer: Sydenstricker Nobbe Partners

Doug Scheer 14400 State Highway Tt Dutzow, MO 63357 Phone: 636-433-2256 dscheer@sydenstrickers.com

Quote ID:

29730948

Created On:

04 October 2023

Last Modified On:

05 October 2023

\$ 189,887.54

Expiration Date: 03 November 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6110M Cab Tractor	\$ 150,619.00	\$ 114,614.44	Х	1	=	\$ 114,614.44
Contract: Sourcewell Ag 110719-JD0 Price Effective Date: October 3, 202						
DIAMOND MOWERS DBM-C-N	\$ 75,273.10	\$ 75,273.10	Х	1	=	\$ 75,273.10
Contract: Sourcewell Ag 110719-JD0 Price Effective Date:	C (PG BA CG 76)					

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 189,887.54
	Trade In	
	SubTotal	\$ 189,887.54
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 189,887.54
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 189,887.54

lesperson : X	Accepted By : X



Selling Equipment



Quote Id: 29730948 **Customer Name: CITY OF WASHINGTON**

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JOHN DEERE 6110M Cab Tractor

Contract: Sourcewell Ag 110719-JDC (PG BA CG 76)

Price Effective Date: October 3, 2023

Suggested List * \$ 150,619.00

Selling Price *

١							S	elling Price *
١							\$ 1	14,614.44
I		*	Pri	ce per item	- includes F	ees and No	n-contract i	tems
١	Code	Description	Qty	List Price	Discount%	Discount	Contract	Extended
						Amount	Price	Contract
I	40071	04404.0.1.7			0.4.00	A A A A A A A A A A	•	Price
ı	4227L	6110M Cab Tractor	1	139,004,00	24.00	\$ 33,336.24	\$ 105 564 76	105 564 76
١			Stor	138,901.00 ndard Options	c - Dor I Init	100000000000000000000000000000000000000	105,564.76	105,564.76
I	183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
l	185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
	0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
	0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
١	0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
l	873F	Light Package - Economy	ì	\$ 686.00	24.00	\$ 164.64	\$ 521.36	\$ 521.36
١	873O	2 Beltline Road Lights - H4	1	\$ 680.00	24.00	\$ 163.20	\$ 516.80	\$ 516.80
1	874B	Alternator 14 V/210 A	1	\$ 401.00	24.00	\$ 96.24	\$ 304.76	\$ 304.76
	878H	Multi-Power Outlet Strip	1	\$ 126.00	24.00	\$ 30.24	\$ 95.76	\$ 95.76
١	878W	Panorama roof	1	\$ 969.00	24.00	\$ 232.56	\$ 736.44	\$ 736.44
l	1436	PowrQuad™ PLUS 24F/24R		\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
١	1100	- 40 km/h	•	Ψ 0.00	21.00	Ψ 0.00	Ψ 0.00	Ψ 0.00
	1755	No ISOBUS Ready /	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
		GreenStar™ Ready						
l	1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
l	2085	6M Cab - Standard Cab with	1	\$ 3,806.00	24.00	\$ 913.44	\$ 2,892.56	\$ 2,892.56
l		RH Console						
l	2142	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
	2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
l	2665	Standard Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
ı	3223	Hydraulic Pump - 114 I/min	1	\$ 2,448.00	24.00	\$ 587.52	\$ 1,860.48	\$ 1,860.48
	3320	2 Mechanical SCVs (2 SCVs	1	\$ 164.00	24.00	\$ 39.36	\$ 124.64	\$ 124.64
	0000	450 Series)		e 0 00	04.00	# 0 00	# 0 00	# 0 00
	3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
	4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
		Dali Lilu - Galegory Z						



Selling Equipment



Quote Id: 29730948 Customer Name: CITY OF WASHINGTON

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636-433-2256 sales@snpartners.com

4'14'1					4 4 4 4 4	A n nn	
4210	Center Link with Ball End -	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
4440	Category 2	4	C O OO	04.00	¢ 0 00	COO	
4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
5212	Rear Wheels 460/85R34	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
5999	Rear and Front Tire Brand - No preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
6045	4WD Front Axle - Unsuspended	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
6210	Front Wheels 340/85R24	1	\$ 114.00	24.00	\$ 27.36	\$ 86.64	\$ 86.0
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
8300	Cold Start Package I	1	\$ 465.00	24.00	\$ 111.60	\$ 353.40	\$ 353.
8307	Fuel Tank Bottom Guard	1	\$ 603.00	24.00	\$ 144.72	\$ 458.28	\$ 458.
8725	Beacon Light	1	\$ 302.00	24.00	\$ 72.48	\$ 229.52	\$ 229.
8747	Battery 12 V/174 AH	1	\$ 170.00	24.00	\$ 40.80	\$ 129.20	\$ 129.
8763	Heavy Duty Rear Wheel Brakes	1	\$ 184.00	24.00	\$ 44.16	\$ 139.84	\$ 139.
	Standard Options Total		\$ 11,118.00		\$ 2,668.32	\$ 8,449.68	\$ 8,449.
1133	Technolog	y O	ptions/Non-Contra	act/Ope	n Market	THE FRANCE	1000
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.
	Technology Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.
- 4	Value Added Services Total	15	\$ 0.00	-10 114		\$ 0.00	\$ 0.
200		200	Other Charges	THE TYPE	810 T - 1	THE RESERVE	1151-117
	Freight	1	\$ 600.00			\$ 600.00	\$ 600.
			\$ 600.00			\$ 600.00	\$ 600.
	A Land	SILE	- her man	The same	APPLICATION OF THE PARTY OF THE		114,614.
	Suggested Price					- 4	117,017.



Selling Equipment



Quote Id: 29730948 Customer Name: CITY OF WASHINGTON

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Sydenstricker Nobbe Partners 14400 State Highway Tt Dutzow, MO 63357 636-433-2256 sales@snpartners.com

DIAMOND MOWERS DBM-C-N

Hours: 0 Suggested List *

Stock Number: \$75,273.10
Contract: Sourcewell Ag 110719-JDC (PG BA CG 76) Selling Price *

Price Effective Date: \$75,273.10

* Price per item - includes Fees and Non-contract items

Code Description Qty List Price Discount% Discount Contract Extended

Amount Price Contract
Price

DBC-C- N 22' Boom mower 1 \$ 75,273.10 0.00 \$ 0.00 \$ 75,273.10 \$ 75,273.10

Total Selling Price \$ 75,273.10 \$ 0.00 \$ 75,273.10 \$ 75,273.10

CURBSIDE LEAF PICK UP

The City of Washington will conduct its Leaf Pick Up in two rounds.

1st Round: November 6th 2nd Round: November 27th

The City will work from the east side of town and proceed west until complete.

Please follow the below guidelines...

- Residents are asked to rake their leaves to the curb, but not place them in the streets, gutters or on sidewalks.
- Please keep vehicles away from leaf piles to ensure the leaves are accessible for pickup.
- If leaves are not out by the final pickup round on November 27th, the City will not return to collect them.

Reminder: You may also bring your leaves to the Recycle Center, located at 400 Recycle Drive, if you miss the curbside pickup.

Sunday & Monday: CLOSED Tuesday - Thursday: 10am to 6pm Friday & Saturday: 8am to 4pm

Questions? Call 636.390.1032



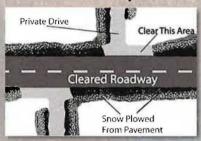


WINTER SNOW REMOVAL

Winter Storm Tips

The City of Washington strives for quick and safe snow removal from the city streets in minimal time. Streets are managed by giving priority to providing access for emergency vehicles in the following order: Major thoroughfares and collector streets, minor collector streets and longer residential streets, shorter residential streets and cul de sacs. After completion, the crews will work to "widen out" and clear all streets.

How can I help?



- Always shovel to the right side rather than into the street.
- Try to shovel beyond the curb. Clear an area 2 feet past the end of your driveway.
- Shovel an area 2x15 up the street from your driveway (direction plow truck will be coming from).
- Keep your mailbox clear to ensure mail delivery. City crews must keep a few feet away from the mailboxes to avoid damaging them.
- Start clearing snow early! Fresh snow weighs less than old snow that compacts and becomes wet and difficult to shovel.

Ice & snow take it slow!

Avoid unnecessary driving and stay off the roadways whenever possible during winter storms. Please do not try to pass Snowplows. Stay back. Stay Safe. Give the plows room to work. Remember to clean off your car and headlights.

Parking

Please park in your driveway during winter storms. Plows need to avoid parked vehicles, which can result in piles of snow on the roadway. Never park in front of your driveway, as this can result in your vehicle being blocked in by the snow plows.

Questions? Call 636.390.1032

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