

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL  
TUESDAY, JANUARY 2, 2024 - 7:00 P.M.  
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<b><u>1. INTRODUCTORY ITEMS:</u></b>	<b><u>SUGGESTED COUNCIL ACTION</u></b>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the December 18, 2023, Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>		
a. Collector's/Treasurer's Report Summary – September 2023	Need Motion/Mayor	Memo
b. Investment Report – September 2023		
c. Collector's/Treasurer's Report Summary – October 2022 – September 2023		
<b><u>2. PRIORITY ITEMS:</u></b>		
<b><u>Mayor's Presentations, Appointments &amp; Reappointments</u></b>		
a. Police Department Reappointments	Approve/Mayor	Memo
<b><u>3. PUBLIC HEARINGS:</u></b>		
<b><u>4. CITIZENS COMMENTS:</u></b>		
<b><u>5. UNFINISHED BUSINESS:</u></b>		
<b><u>6. REPORT OF DEPARTMENT HEADS:</u></b>		
a. Gateway Fiber Project Update	Discussion	
<b><u>7. ORDINANCES/RESOLUTIONS:</u></b>		
a. An ordinance repealing Ordinance No. 23-13876 and enacting in lieu thereof an ordinance authorizing and directing the execution of an Agreement for Stray Animal Boarding by and between the City of Washington, Missouri and the Franklin County Humane Society.	Read & Int/Read/Vote/Mayor	
b. An ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and McGrath Human Resources Group for a Compensation & Classification Study.	Read & Int/Read/Vote/Mayor	Memo
c. An ordinance authorizing and directing the execution of a Supplemental Agreement #2 with Cochran Engineering for the Earth Crest Extension Improvement Project.	Read & Int/Read/Vote/Mayor	Memo
d. An ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and Flock Group, Inc. for License Plate Reader Cameras and Services.	Read & Int/Read/Vote/Mayor	Memo
e. An ordinance authorizing and directing the City of Washington, Missouri to enter into a Sales Contract with Connell Material Handling for the purchase of a Doosan G25E-7 Pneumatic Tire Forklift.	Read & Int/Read/Vote/Mayor	Memo

- f. An ordinance approving a Boundary Adjustment for W-W Industrial Drive Plat 4, in the City of Washington, Missouri, Franklin County, Missouri.

Read & Int/Read/Vote/Mayor

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

**9. MAYOR'S REPORT:**

- a. Second Council Meeting in January – Tuesday, January 16, 2024, due to MLK Holiday

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

**11. COUNCIL COMMENTS:**

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

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

Roll Call Vote

**13. INFORMATION:**

- a. General Sales Tax Report
- b. Capital Improvement Sales Tax Report
- c. Transportation Sales Tax Report
- d. Local Option Use Tax Report
- e. Budget Report
- f. Plastic Bag Recycling Program
- g. 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, DECEMBER 27, 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  
MONDAY, DECEMBER 18, 2023**

**INTRODUCTORY ITEMS:**

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, December 18, 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:</b>	<b>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	Absent
		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
	Human Resources Manager	Shauna Pfitzinger
	Street Superintendent	Tony Bonastia
	Public Works Superintendent	Kevin Quaethem
	City Engineer	Charles Stankovic
	Parks Director	Wayne Dunker
	Emergency Management Director	Justin Frankenberg
	Fire Chief	Tim Frankenberg
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 December 4, 2023, Council Meeting

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

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

- \* Final Payment Request – City Auditorium Roof
- \* Payment Request – Jefferson Street – Roadway and ADA Compliance Project

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

**PRIORITY ITEMS:**

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

- \* Police Department Appointments

*December 11, 2023*

*I herewith submit for your approval the following for appointment to the Police Department for a six-month probationary term:*

<i>NAME</i>	<i>TERM BEGINS</i>	<i>TERM ENDS</i>
<i>Randy H. Helmig Police Officer</i>	<i>December 18, 2023</i>	<i>June 18, 2024 (first 6 months)</i>
<i>Tylor J. Bounds Police Officer</i>	<i>December 18, 2023</i>	<i>June 18, 2024 (first 6 months)</i>

*Respectfully submitted,*

*James D. Hagedorn*

*Mayor*

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

\*Mayor Doug Hagedorn recognized John Patke and Katie Dieckhaus for their work on the 100<sup>th</sup> Anniversary Celebration.

**PUBLIC HEARINGS**

- \* Annexation – Stone Bridge Development Phase II

*December 12, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, Missouri*

*Re: File No. 23-1201-Annexation – Stone Bridge Development Phase II*

*Dear Mayor and Council Members:*

*At the regular meeting of the Planning and Zoning Commission, held on December 11, 2023 the Commission reviewed and approved the above request with a unanimous vote.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Maniaci:** Alright. I apologize, Sarah Skeen actually is out sick today, so you got me one more time for the Planning and Zoning items. On your first agenda item tonight on the Public

Hearings is the annexation of Phase II of the Stone Bridge Development and there is a Preliminary Plat later on the agenda as well.

As for this, it's a request for a voluntary annexation of 18.72 acres just east of Rabbit Trail here and just north of the new East-West Parkway. So, if you've been out there, that is already being put in and you can actually see grading going on in this location.

So, the request is to bring it into City limits as R1-D Single-Family Residential. You can see the hatched area is also R1-D, so it matches the surrounding area, and that is single-family with a minimum lot size of 7,500 square feet. Very compatible with the surrounding properties.

Planning and Zoning reviewed this last week and voted unanimously to approve it.

**Lamb:** Later on in your packet, you've got the Preliminary Plat that's under Boards and Commissions Report.

**Hagedorn:** Discussion? Okay, we need a motion I guess to accept this into the minutes please.

**Patke:** So moved.

**Klekamp:** It's a Public Hearing.

**Behr:** Anybody here?

**Hagedorn:** Public comments, okay. Would anyone like to comment from the public on the development? Okay.

With no further discussion, a motion to accept this item into the minutes made by Councilmember Patke, seconded by Councilmember Behr, passed without dissent.

**Bill No. 23-12922, Ordinance No. 23-13887, an ordinance annexing 18.72 acres off Bieker Road into the City of Washington, Missouri, 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; Coulter-aye, Patke-aye, Behr-aye, Reed-aye, Wessels-aye, Hidritch-aye, Holtmeier-aye, Briggs-absent.

\* Special use Permit – 335 Rand Street

*December 12, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, Missouri*

*Re: File No. 23-1203-Special Use Permit-335 Rand Street*

*Mayor & City Council,*

*At the regular meeting of the Planning and Zoning Commission, held on December 11, 2023*

*the above mentioned Special Use Permit was approved with a unanimous vote in favor.*

*Sincerely,*

*Thomas R. Holdmeier*

*Chairman*

*Planning & Zoning Commission*

**Maniaci:** Alright, your second Public Hearing tonight is a request for a Special Use Permit for short-term lodging located at 335 Rand Street. You can see here with the little pin, it is in the

R-2 Overlay Zoning District. As of August this year, it is in the appropriate zoned district for short-term rental with a Special Use Permit.

With the new rules, you also implemented with the 150' buffer from any existing short-term rentals. You can see here, our GIS Map shows where the existing are in the region so, it's outside of the buffer so it does meet the requirements.

You can see here on the aerial, it is a corner lot so it does have more parking than most on these narrow lots in the downtown area, so it does have parking on James and Rand available and it does have alley access. As of right now, I'll show you pictures. Here's a street view, see Rand and James, there's not currently access here through the alley for parking in the rear. The applicant did state that they may be making those improvements in the future so they could add additional parking.

As for the actual review, this was one of the properties that was caught by our Third-Party Reporting System, Granicus. For a short-term rental, it was listed either VRBO or Airbnb and that's how it was caught in our system. Without having properly registered. So, they're coming into conformance.

We have not received any complaints about it. We actually did not know it was in operation until we found it with the system so, I think it still falls under our recommendation of approval in the sense that it's not detrimental to the surrounding properties especially since it's been operating since 2021 without any major complaints.

With that being said, the Planning and Zoning Commission did recommend approval of this. There was discussion; however, when they had alluded to the fact that it's not Planning and Zoning's position, Chad had brought up at the meeting, since he's not here, I'll bring it up on his behalf, about the requirements for paying back taxes. The Planning and Zoning Commission agreed that was necessary, but not necessarily their place. And so, after talking to Piontek, it is something that City Council can require as a condition of approval on this. So, it can move forward with the condition that back taxes are paid on the property for the time it was in operation for the tourism tax and then once that's paid, then they can have their license be officially valid.

But with all that being said, Planning and Zoning did vote unanimously to approve it.

**Hidritch:** Sal, is the applicant aware of that?

**Maniaci:** They were at the meeting last week, yes. That was the first time that it got brought up, but yes.

**Wessels:** I'm sorry, did you say how much...*inaudible*

**Maniaci:** Well, so...

**Wessels:** How much it would be?

**Maniaci:** We used that third party system; Granicus and it had an estimate based off of times blocked off on different websites. They do that for all of our units and that's, they give us a range of what to expect on our bed tax. And this particular property, it said since it first came online in 2021 to as of this month, they anticipated \$74,100, estimated, \$74,155 of revenue. So, you take that by five percent, that is 30, \$3,707.75 for the bed tax. So, that would be based off of that system's estimate.

**Wessels:** Well, that certainly seems reasonable to me.

**Lamb:** Mark, is that something that they can add as a condition on the ordinance?

**Piontek:** Yes, it should be a condition of the Special Use Permit that we work out an agreement on the back lodging tax.

**Maniaci:** And so, does the condition need to state the exact dollar amount or just that an agreement...

**Piontek:** No, just that we work out...

**Maniaci:** Okay.

**Piontek:** An agreement on the back lodging tax.

**Hagedorn:** More questions or discussions guys?

**Wessels:** So, do we need to amend something to put that in there or is that...

**Lamb:** Well, that's your next agenda item. First, this is a hearing so, in case you might want to open the floor or see if there are any questions...

**Hagedorn:** Absolutely.

**Lamb:** Or comments.

**Hagedorn:** Okay. Would anyone in the audience like to comment on this issue?

**Marcus Melita:** So, my wife and I are the ones who own...

**Klekamp:** I'm sorry, can you state your name and address please?

**Marcus Melita:** Yeah, it's Marcus Melita, 335 Rand Street. It's the property in discussion. We didn't know that there was a Special Use Permit. As soon as we were aware of it, we came to the Planning and Zoning last week so we do our best to abide by everything. Keep the ordinance down to the noise level and all of that stuff. We actually employ two of the surrounding neighbors. One comes clean, one's a handyman, so it's not like a get rich type deal. It's a, so, just kind of letting you know, we weren't aware that we were violating anything.

**Hidritch:** And how did you become aware of that?

**Marcus Melita:** It was a letter that we received.

**Maniaci:** Yes, our system caught three in particular that were operating illegally so, they are one of the three.

**Lamb:** So, and are you aware too I guess, this came up earlier in our Department Head Meeting that there is an occupancy inspection. An inspection by our Building Department that has to go through, I didn't know if you were aware that to make sure of that.

**Marcus Melita:** *Inaudible*

**Maniaci:** Whenever you get your license, we require, they would have, when you get your Business License, they'll require proof of an inspection and then it's just every short-term rental, when you get it renewed every year, they ask for proof of re-inspection.

**Patke:** What is your feelings on the back charges as discussed earlier? Are you aware of that?

**Marcus Melita:** Yes, we were brought, aware of it last meeting. I mean that's something that we will absolutely take care of. We're not trying to lie or get over on anything. Again, we weren't aware of it so, here we are trying to get into, I guess in-line with the ordinance and everything.

**Hagedorn:** Marcus, you guys live in Pacific, is that correct?

**Marcus Melita:** Yes.

**Hagedorn:** Okay.

**Marcus Melita:** Yes, just building a house actually at the moment.

**Hagedorn:** Okay.

**Wessels:** Appreciate you going along with all of these...

**Marcus Melita:** Yes, hey...

**Wessels:** Issues that you weren't aware of before.

**Marcus Melita:** Yes, so, we appreciate it. We really enjoy the town so, we actually come out quite a bit...*inaudible*. Go to gymnastics in town and everything else, so.

**Hagedorn:** Thank you. Other questions or discussions you guys?

With no further discussion, a motion to accept this item into the minutes made by Councilmember Holtmeier, seconded by Councilmember Coulter, passed without dissent.

**Bill No. 23-12923, Ordinance No. 23-13888, an ordinance granting a Special Use Permit to utilize 335 Rand Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

After discussion, a motion to include a condition that the Applicant and the City reach an agreement on the amount of past due lodging taxes due to the City made by Wessels, seconded by Patke, passed without dissent. The ordinance was read a second time and approved on the following vote; Coulter-aye, Patke-aye, Behr-aye, Reed-aye, Wessels-aye, Hidritch-aye, Holtmeier-aye, Briggs-absent.

**CITIZENS COMMENTS**

\* None

**UNFINISHED BUSINESS**

\* None

**REPORT OF DEPARTMENT HEADS**

\* CMAQ Grant Application – East Fifth Street South Point Road/Highway 100 Intersection  
City Administrator Darren Lamb and City Engineer Charles Stankovic discussed applying for an application for East Fifth Street/South Point Road and Highway 100 Intersection. Discussion ensued.

\* 2024 Insurance Renewal

*December 18, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, Missouri 63090*

*RE: Employee Insurance Renewal*

*Dear Mayor and Council Members:*

*At the council workshop meeting held on December 4, 2023, Schroepfer Insurance presented its recommendations for the 2024 employee insurance renewals. The City has benefited from the professional and valuable assistance provided by Schroepfer Insurance in providing our employees with high-quality healthcare coverage at an affordable price.*

*After a thorough evaluation, staff recommends accepting Schroepfer Insurance's suggestion to retain the medical insurance with Anthem with a 9.36% increase in premium. Earlier this month, Scott mentioned that we were initially quoted a 24% increase. However, Schroepfer Insurance has worked hard to identify equivalent, but alternative options that would provide the same level of coverage to our employees and reduce the additional premium costs for the city and the employees.*

*To control premiums, the recommendation is to move the dental insurance, basic group life insurance, and voluntary supplemental life insurance to Lincoln. This would ensure that there is no increase in premiums for these coverage lines. Additionally, it is recommended to move the vision insurance to Principal Financial. Our initial renewal for this coverage line came in at a 50% increase, but by moving to a new carrier, we can reduce this to an 18% increase.*

*We will be keeping the Worksite Benefits coverage with Hartford. Finally, we recommend staying with iSolved Benefits for the flexible spending account.*

*With your approval and acceptance into the minutes, staff will proceed with the recommendation.*

*Respectfully submitted,*

*Shauna Pfitzinger*

*Human Resources Manager*

After discussion, a motion to accept this item into the minutes made by Councilmember Wessels, seconded by Councilmember Holtmeier, passed without dissent.

\*Parks Director Wayne Dunker discussed improvements at the Riverfront Boat Ramp. Discussion ensued.

### **ORDINANCES/RESOLUTIONS**

**Bill No. 23-12924, Ordinance No. 23-13889, an ordinance authorizing and directing the execution of a Preventative Maintenance Agreement by and between the City of Washington, Missouri and EVAPAR for routine maintenance on all City generators.**

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, Patke-aye, Behr-aye, Reed-aye, Wessels-aye, Hidritch-aye, Holtmeier-aye, Briggs-absent.

**Bill No. 23-12925, Ordinance No. 23-13890, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and Eagan Building Group, LLC for Construction Improvements for the Public Works Office Remodel and amend the 2024 Budget.**

The ordinance was introduced by Councilmember Patke.

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



**Bill No. 23-12926, Ordinance No. 23-13891, an ordinance authorizing and directing the City of Washington, Missouri to accept the Quote from Eastech Flow Controls Inc. for the purchase of Twelve (12) iTracker Cellular Units.**

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, Patke-aye, Behr-aye, Reed-aye, Wessels-aye, Hidritch-aye, Holtmeier-aye, Briggs-absent.

**Bill No. 23-12927, Ordinance No. 23-13892, an ordinance authorizing and directing the execution of a Parking License Agreement by and between the City of Washington, Missouri and Waste Management of Missouri, Inc.**

The ordinance was introduced by Councilmember Patke.

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

**Bill No. 23-12928, Ordinance No. 23-13893, an ordinance amending Schedule IV, No Parking At Any Time, of the Code of the City of Washington, Missouri.**

The ordinance was introduced by Councilmember Holtmeier.

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

**Bill No. 23-12929, Ordinance No. 23-13894, an ordinance authorizing and directing the execution of a Development Agreement by and between the City of Washington, Missouri and Clover Valley Properties, LLC.**

The ordinance was introduced by Councilmember Patke.

After discussion on the development agreement and the RFQ's for the new fire station, the ordinance was read a second time and approved on the following vote; Coulter-aye, Patke-aye, Behr-aye, Reed-aye, Wessels-aye, Hidritch-aye, Holtmeier-aye, Briggs-absent.

**Bill No. 23-12930, Ordinance No. 23-13895, an ordinance authorizing and directing the execution of an Agreement to Cost-Share Facilities Extension to the Richard Oldenburg Industrial Park by and between the City of Washington, Missouri and the Washington Missouri Development Corporation.**

The ordinance was introduced by Councilmember Holtmeier.

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



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

### \* Washington Historic Preservation Commission Annual Report

The Certified Local Government (CLG) Annual Report was discussed. A motion to approve this item made by Councilmember Behr, seconded by Councilmember Patke, passed without dissent.

### \* Preliminary Plat Approval – Stone Bridge Development Phase II

*December 12, 2023*

*Honorable Mayor and City Council*

*City of Washington*

*Washington, Missouri*

*Re: File No. 23-1202-Preliminary Plat-Stone Bridge Development Phase II*

*Dear Mayor and Council Members:*

*At the regular meeting of the Planning and Zoning Commission, held on December 11, 2023 the Commission reviewed and approved the above request with a unanimous vote.*

*Sincerely,*

*Thomas R. Holdmeier*

*Planning & Zoning*

*Chairman*

The Preliminary Plat Approval was discussed. With regards to the code requirement having a maximum grade of 10% and anything above that would have to be approved by the Planning and Zoning Commission and the City Council, Economic Development Director Sal Maniaci stated for the record, “Charles and I talked today, we’re going to come up with a code amendment that allows that to be codified with special approval from the Engineering Department, without having to get a variance.” A motion to accept and approve this item made by Councilmember Behr, seconded by Councilmember Patke, passed without dissent.

## **MAYOR’S REPORT**

- \* First Council Meeting in January – Tuesday, January 2, 2024, due to New Year’s Holiday
- \* Second Council Meeting in January – Tuesday, January 16, 2024, due to MLK Holiday

## **CITY ADMINISTRATOR’S REPORT**

- \* Salary Study update.
- \* Mayor Doug Hagedorn, City Administrator Darren Lamb and Police Chief Jim Armstrong will be meeting with the Executive Director of Life’s River to discuss the Temporary Shelter located at 2132 Highway A.

## **COUNCIL COMMENTS**

- \* Brief discussion on recycling issue in Stone Crest Subdivision.
- \* Merry Christmas.

**CITY ATTORNEY'S REPORT**

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:12 p.m. on the following roll call vote; Coulter-aye, Patke-aye, Behr-aye, Reed-aye, Wessels-aye, Hidritch-aye, Holtmeier-aye, Briggs-absent.

The regular session reconvened at 8:25 p.m.

**ADJOURNMENT**

With no further business to discuss, a motion to adjourn made at 8:25 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier 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  
 SEPTEMBER 2023

	City Collector's Report				Adjusted Cash Position					
	CASH BALANCE AS OF 9/1/2023	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 9/30/2023	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 9/30/2023	① LESS 15% / 25% DESIGNATED	OVER (UNDER) FUNDED
<b>CASH FUNDS:</b>										
GENERAL FUND ②	2,417,138.23	1,943,613.55	(955,430.02)	3,405,321.76	(73,163.87)	(10,952.35)	3,321,205.54	2,504,268.93	(1,835,476.20)	3,989,998.27
LIBRARY FUND ②	106,627.05	11,823.88	(91,088.20)	27,362.73	(71,021.95)	(3,874.09)	(47,533.31)	0.00	0.00	(47,533.31)
VOLUNTEER FIRE FUND	1,864,170.10	18,625.75	(75,099.53)	1,807,696.32	0.00	(26,435.28)	1,781,261.04	0.00	0.00	1,781,261.04
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	738,379.35	3,346.91	(119,541.30)	622,184.96	0.00	0.00	622,184.96	0.00	0.00	622,184.96
STORM WATER IMPROVEMENT FUND	2,693,240.15	647,237.94	(814,079.64)	2,526,398.45	0.00	0.00	2,526,398.45	1,363,676.00	0.00	3,890,074.45
CAPITAL IMPROVEMENT SALES TAX FUND	1,505,806.36	263,365.31	(194,942.53)	1,574,229.14	0.00	0.00	1,574,229.14	0.00	0.00	1,574,229.14
TRANSPORTATION SALES TAX FUND ②	554,428.04	342,256.45	(682,171.98)	214,512.51	0.00	0.00	214,512.51	0.00	0.00	214,512.51
DEBT SERVICE C.O.P. FUND	1,629,871.64	7,387.85	0.00	1,637,259.49	(1,433,338.39)	0.00	203,921.10	0.00	0.00	203,921.10
DOWNTOWN TIF RPA-1 FUND	1,208,844.60	7,651.07	(2,745.00)	1,213,750.67	0.00	0.00	1,213,750.67	0.00	0.00	1,213,750.67
FRONT & MAIN TIF RPA-3 FUND	43,142.02	179.96	0.00	43,321.98	0.00	0.00	43,321.98	0.00	0.00	43,321.98
RHINE RIVER TIF RPA-2 FUND	1,611.43	6.72	0.00	1,618.15	0.00	0.00	1,618.15	0.00	0.00	1,618.15
WATER FUND	308,615.11	239,304.58	(240,194.23)	307,725.46	0.00	0.00	307,725.46	0.00	(398,571.50)	(90,846.04)
SEWAGE TREATMENT FUND	(681,457.42)	231,863.42	(239,856.55)	(689,450.55)	0.00	0.00	(689,450.55)	0.00	(669,762.75)	(1,359,213.30)
SOLID WASTE FUND	3,743,551.97	264,362.91	(235,603.84)	3,772,311.04	(7,283,036.91)	0.00	(3,510,725.87)	0.00	(907,580.25)	(4,418,306.12)
PHOENIX CENTER II CID FUND	4,898.47	64,668.97	(64,022.28)	5,545.16	0.00	0.00	5,545.16	0.00	0.00	5,545.16
<b>TOTALS</b>	<b>\$ 16,138,867.10</b>	<b>\$ 4,045,695.27</b>	<b>\$ (3,714,775.10)</b>	<b>\$ 16,469,787.27</b>	<b>\$ (8,860,561.12)</b>	<b>\$ (41,261.72)</b>	<b>\$ 7,567,964.43</b>	<b>\$3,867,944.93</b>	<b>\$(3,811,390.70)</b>	<b>\$ 7,624,518.66</b>

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 5,204.29

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

12/18/23  
 DATE


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

12/14/23  
 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>SEPTEMBER 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	\$ 191,565.00	(778.30)	-	-	-	\$ 190,786.70
FEDERAL FARM CREDIT BANK BOND	8/3/2023	2.875%	4/26/2027	\$ 514,294.70	(4,201.95)	-	-	-	\$ 510,092.75
FEDERAL AGRIC MYG CORP NOTE	8/3/2023	2.925%	5/2/2028	\$ 511,831.30	(10,333.20)	-	-	-	\$ 501,498.10
FEDERAL HOME LOAN BANK BONDS	1/31/2023	4.875%	9/13/2024	\$ 363,419.55	(452.60)	8,896.88	-	-	\$ 362,966.95
FEDERAL FARM CREDIT BANK	1/31/2023	3.625%	10/26/2026	\$ 362,317.28	(2,596.08)	-	-	-	\$ 359,721.20
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 475,627.20	1,036.80	-	-	-	\$ 476,664.00
<b>IBN: BOND TOTALS:</b>				<b>\$ 2,419,055.03</b>	<b>\$ (17,325.33)</b>	<b>\$ 8,896.88</b>		<b>\$ -</b>	<b>\$ 2,401,729.70</b>
<b>CERTIFICATES OF DEPOSITS:</b>									
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$ 235,819.85	(129.85)	-	-	-	\$ 235,690.00
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$ 239,994.65	249.90	-	-	-	\$ 240,244.55
BANK OF BARODA CD	8/15/2023	5.250%	8/14/2024	\$ 245,000.00	-	-	-	-	\$ 245,000.00
FIRST CAROLINA BANK CD	8/11/2023	5.150%	2/11/2025	\$ 243,686.80	(313.60)	1,071.62	-	-	\$ 243,373.20
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 237,182.40	424.80	-	-	-	\$ 237,607.20
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 239,607.72	490.53	2,133.90	-	-	\$ 240,098.25
<b>CERTIFICATE OF DEPOSITS TOTALS:</b>				<b>\$ 1,441,291.42</b>	<b>\$ 721.78</b>	<b>\$ 12,102.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,442,013.20</b>
<b>MONEY MARKETS:</b>									
IBN: MONEY MARKET				\$ 12,054.35		45.28	-	12,102.40	\$ 24,202.03
<b>MONEY MARKET TOTALS:</b>				<b>\$ 12,054.35</b>		<b>0.00</b>			<b>\$ 24,202.03</b>
<b>GRAND TOTALS:</b>				<b>\$ 3,872,400.80</b>	<b>\$ (16,603.55)</b>	<b>\$ 12,147.68</b>	<b>\$ -</b>		<b>\$ 3,867,944.93</b>

**ALLOCATIONS OF FUNDS:**

PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,990,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	514,268.93	
<b>TOTAL GENERAL FUND:</b>		<b>\$ 2,504,268.93</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>\$ 3,867,944.93</b>

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

12/18/23  
 DATE

  
 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER

12/14/23  
 DATE



CITY OF WASHINGTON  
 CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY  
 UNAUDITED ANNUAL OCTOBER 2022 - SEPTEMBER 2023

CASH FUNDS:	City Collector's Report				Adjusted Cash Position					OVER (UNDER) FUNDED
	CASH BALANCE AS OF 10/1/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 9/30/2023	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 9/30/2023	① LESS 15% / 25% DESIGNATED	
GENERAL FUND ②	2,172,783.45	18,259,305.29	(17,026,766.98)	3,405,321.76	(73,163.87)	(10,952.35)	3,321,205.54	2,504,268.93	(1,835,476.20)	3,989,998.27
LIBRARY FUND ②	221,547.54	1,774,038.75	(1,968,223.56)	27,362.73	(71,021.95)	(3,874.09)	(47,533.31)	0.00	0.00	(47,533.31)
VOLUNTEER FIRE FUND	1,798,294.47	931,061.11	(921,659.26)	1,807,696.32	0.00	(26,435.28)	1,781,261.04	0.00	0.00	1,781,261.04
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	864,008.58	442,770.85	(684,594.47)	622,184.96	0.00	0.00	622,184.96	0.00	0.00	622,184.96
STORM WATER IMPROVEMENT FUND	2,159,050.41	2,660,591.83	(2,293,243.79)	2,526,398.45	0.00	0.00	2,526,398.45	1,363,676.00	0.00	3,890,074.45
CAPITAL IMPROVEMENT SALES TAX FUND	1,787,485.09	2,885,830.53	(3,099,086.48)	1,574,229.14	0.00	0.00	1,574,229.14	0.00	0.00	1,574,229.14
TRANSPORTATION SALES TAX FUND ②	2,565,421.77	4,316,448.32	(6,667,357.58)	214,512.51	0.00	0.00	214,512.51	0.00	0.00	214,512.51
DEBT SERVICE C.O.P. FUND	2,106,197.88	2,017,896.49	(2,486,834.88)	1,637,259.49	(1,433,338.39)	0.00	203,921.10	0.00	0.00	203,921.10
DOWNTOWN TIF RPA-1 FUND	966,505.93	382,726.89	(135,482.15)	1,213,750.67	0.00	0.00	1,213,750.67	0.00	0.00	1,213,750.67
FRONT & MAIN TIF RPA-3 FUND	25,059.86	68,826.11	(50,563.99)	43,321.98	0.00	0.00	43,321.98	0.00	0.00	43,321.98
RHINE RIVER TIF RPA-2 FUND	468.92	134,490.81	(133,341.58)	1,618.15	0.00	0.00	1,618.15	0.00	0.00	1,618.15
WATER FUND	382,465.46	2,433,266.39	(2,508,006.39)	307,725.46	0.00	0.00	307,725.46	0.00	(398,571.50)	(90,846.04)
SEWAGE TREATMENT FUND	(202,318.92)	2,702,369.88	(3,189,501.51)	(689,450.55)	0.00	0.00	(689,450.55)	0.00	(669,762.75)	(1,359,213.30)
SOLID WASTE FUND	3,837,197.24	2,971,935.52	(3,036,821.72)	3,772,311.04	(7,283,036.91)	0.00	(3,510,725.87)	0.00	(907,580.25)	(4,418,306.12)
PHOENIX CENTER II CID FUND	5,318.85	643,424.67	(643,198.36)	5,545.16	0.00	0.00	5,545.16	0.00	0.00	5,545.16
<b>TOTALS</b>	<b>\$ 18,689,486.53</b>	<b>\$ 42,624,983.44</b>	<b>\$(44,844,682.70)</b>	<b>\$ 16,469,787.27</b>	<b>\$ (8,860,561.12)</b>	<b>\$ (41,261.72)</b>	<b>\$ 7,567,964.43</b>	<b>\$3,867,944.93</b>	<b>\$(3,811,390.70)</b>	<b>\$ 7,624,518.66</b>

DELINQUENT CITY RE & PP TAXES COLLECTED THIS FISCAL 2022/2023 YEAR: 865,914.55

  
 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

12/18/23  
 DATE

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

12/14/23  
 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.



December 20, 2023

City Council  
City of Washington  
Washington, Missouri

Dear Council Members:

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

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Zachary Yawitz Detective	December 19, 2023	December 19, 2024
Benjamin Juergens Police Officer	January 3, 2024	January 3, 2025

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. D. Hagedorn", is written over a faint, larger version of the same signature.

James D. Hagedorn  
Mayor



**POLICE**  
CITY OF WASHINGTON

**Washington Police Department**  
Chief Jim Armstrong DSN 256

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

Date: December 19, 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
<b>Officer Zachary Yawitz</b>	<b>December 19, 2023</b>	<b>December 19, 2024</b>
<b>Officer Benjamin Juergens</b>	<b>January 3, 2024</b>	<b>January 3, 2025</b>

Thank you for your consideration.

Respectfully,

*Chief James Armstrong*

Jim Armstrong, Chief of Police

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

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

AN ORDINANCE REPEALING ORDINANCE NO. 23-13876 AND ENACTING IN LIEU THEREOF AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT FOR STRAY ANIMAL BOARDING BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE FRANKLIN COUNTY HUMANE SOCIETY

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

SECTION 1: Ordinance No. 23-13876 is hereby repealed.

SECTION 2: The Mayor is hereby authorized and directed to execute an Agreement for Stray Animal Boarding by and between the City of Washington, Missouri and the Franklin County Humane Society, 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 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

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

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

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

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

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

**EXHIBIT A**

AGREEMENT FOR STRAY ANIMAL BOARDING PROGRAM BETWEEN  
THE CITY OF WASHINGTON, MISSOURI AND FRANKLIN COUNTY  
HUMANE SOCIETY OF MISSOURI

THIS AGREEMENT ("Agreement"), made and entered into by and between the City of Washington, Missouri (hereinafter referred to as "City"), and the Franklin County Humane Society of Missouri (hereinafter referred to as "Society"), to wit:

**PURPOSE:**

The Society desires to contract with the City for stray animal boarding services in a reasonable amount, which will result in increased service to the citizens of the City, cost effectiveness to the City, and professional services in the area of stray animal boarding and treatment.

1. Commencing on the effective date of this Agreement, Society will provide, and the City will accept the services of the Society for stray animal boarding for those animals found within the corporate limits of the City. The City shall pay Society the sum of \$35.00 per day up to a maximum of \$175.00 for the state-mandated five day hold plus a \$100.00 intake fee for each animal delivered by either the Police Department or a City resident. Society retains the sole discretion to accept or deny intake of any animal. Society shall charge City only actual days up to five days boarding, even in the event Society is legally required to hold an animal a full seven days in order to comply with statutory requirements. Society will provide City with an itemized monthly listing of the animals held and the locations at which they were found. City and Society may agree to amend these fees from time to time by written agreement signed by the parties which shall serve as an addendum to this Agreement.
2. The following procedures will apply:
  - a. In the event an animal is dropped off by a citizen, Society will obtain a signed voucher from the "finder" stating the citizen's name/address/contact information, (as required by the Missouri Animal Care Facilities Act) and stating the exact location within the City where the animal was found.
  - b. Society and the City will make reasonable efforts to determine whether the animal is stray versus an owned animal being surrendered by the owner.

c. Animals brought in by the City and known or believed to be owned by a known owner shall be identified by the City's officers as such, and the officer shall supply known owner contact information. The five-day hold may be extended, and a ten-day hold fee may be assessed at Society's discretion in order to give known owner opportunity to collect the animal. Society will make reasonable efforts to contact the known owner via phone, letter, or email.

d. In the event City seizes an animal from the owner's property, state law requires City's officers to deliver a notice to the owner regarding the right to post bond for the animal's care. (Mo. Rev. Stat. §578.018). Delivery of the required notice shall be made by the City. City officer shall supply the Society special instructions or restrictions concerning the release of said animal to the owner.

e. In the event a City officer brings the animal in and an owner comes to claim said animal during the 5 business day stray hold period, Society shall charge owners reclaiming the animal the City's drop-off fee as well as the daily hoarding and other reasonable charges for services rendered as permitted by law. The city drop-off fee payment is returned to City in the form of a credit on City's billing. In this case, no holding fees are charged to City. The City shall provide written instructions, on City letterhead, for Society to collect the drop-off fee from owners recovering their pets, and the amount of the fee.

f. Society will not collect the city's drop-off fee if a citizen, rather than a City officer, brings the animal in.

g. If the owner is unable to pay City or Society's fees, owner will be directed to contact the City Administrator or City Police Department to obtain permission to waive City's fee. At City's discretion, an officer may be dispatched to ascertain the owner's inability to pay. If owner is unable to pay fees and elects to surrender the animal to the shelter, the city will be charged for the boarding fees for the time the animal was considered a stray, not to exceed 5 business days.

h. When Society returns an animal to an owner, Society may, upon City's request, provide owner information to City police for the purpose of issuing citations to owners for violations of City's laws, including but not limited to rabies tags requirements, leash laws, and neglect.

i. Society assumes legal ownership for all unclaimed animals according to the law, and assumes responsibility for the animal including ongoing care, vaccinations and medications, and re-adoption or euthanizing and disposal, at Society's sole discretion and expense.

j. Society shall not accept feral cats under this Agreement. If a citizen or City Officer presents a cat deemed feral by the Society, the citizen or Officer shall be informed of the Society's Trap, Neuter, and Release ("TNR") program and advised of the resources and assistance that Society may provide pursuant to its TNR program.

3. In order to assure the visiting public's safety, Society cannot accept animals that are vicious or are subject to bite or rabies holds due to the absence of a secure, private area to house these animals. Holds of this nature should be done by a Veterinarian. Similarly, if an animal is injured and its life is threatened by the injury, the animal should be taken to the nearest Veterinarian for trauma care as we are not equipped as a trauma center.

4. Society provides City with after-hours drop-off privileges for City officers only. Dogs must be secured in a pen and cats must be secured in a crate. Officers must complete the surrender statement in its entirety and re-secure the premises. City will not direct citizens to perform after-hours drop-offs.

5. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered between the Chief of Police or City Administrator for the City and the Executive Director or President of the Board of Directors of the Society.

6. Each party hereunto states that it is an equal opportunity employer and does not unlawfully discriminate in employment or service.

7. The Society shall provide an insurance policy naming the City as additional insured in the amount of no less than one hundred thousand dollars (\$100,000) per occurrence. The Society agrees to hold harmless, indemnify and defend the City and its officers, employees and agents for any and all liability of any type relating to any actions or omissions of the Society, its officers, employees or agents, including costs and attorney fees.

8. This Agreement may be cancelled by the agreement of both parties or by one party giving sixty (60) days written notice of termination.

9. The term of this Agreement shall be from December 1, 2023, through December 31, 2026.

10. Copies of this agreement shall be on file with the City Clerk and Society.

11. This Agreement shall constitute the entire agreement of the parties and shall supersede any and all prior agreements between the parties.

12. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF WASHINGTON, MISSOURI

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

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

Attest: \_\_\_\_\_  
Sherri Klekamp, City Clerk

FRANKLIN COUNTY HUMANE SOCIETY

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

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

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

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

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND MCGRATH HUMAN RESOURCES GROUP FOR A COMPENSATION & CLASSIFICATION STUDY

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 Agreement for a Compensation and Classification Study by and between the City of Washington, Missouri and McGrath Human Resources Group, 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**

**AGREEMENT BETWEEN THE CITY OF WASHINGTON  
AND MCGRATH HUMAN RESOURCES GROUP FOR A  
COMPENSATION & CLASSIFICATION STUDY**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between McGrath Human Resources, hereinafter called the consultant, and the City of Washington, MO, hereinafter called the City.

WHEREAS, the consultant submitted a proposal, dated December 17, 2023 (revised), to the City to conduct a Classification & Compensation study, with the addition of a Benefits analysis.

WHEREAS, the City selected the consultant to perform this study.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

The City shall engage the consultant to perform the work described in its proposal of December 17, 2023 (revised), a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference and hereinafter referred to as the PROJECT.

The Project shall be undertaken and completed in such sequence as to assure the expeditious completion and best carry out the purposes of the agreement.

The Consultant agrees to complete the Project in an agreed upon timeline for a Classification & Compensation Study of \$34,128 in consultation fees. The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$5,000 upon receipt of the signed contract; \$22,128 upon submission of the draft report; and the balance of \$7,000, plus travel expenses upon submission of the final report.

Travel expenses will be limited to a maximum of \$3,000 and will be added to the final invoice, if it is incurred.

Job descriptions will be invoiced at the start of the Project \$4,000. The balance, based on actual job descriptions (\$195 per title) developed will be invoiced upon submission of all draft job descriptions.

The City shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, the City agrees to:



- Assure reasonable access to the members of the organization, i.e., City Managers, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

## GENERAL CONSIDERATIONS

1. **The City Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, with the exception of the raw market data, shall be provided to the City by consultant upon request so long as the City is not in default under other terms of this agreement.
2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
3. **Termination and Suspension**
  - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
  - b. If either party fails to perform as required by this Agreement, the other party may terminate it by giving written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.
  - c. In the event of termination, the Consultant will be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will provide all work documents developed up to the time of termination after the City renders final payment for service.
4. **Successors and Assigns**- The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of it interest in this Agreement without the written consent of the City shall be void.

5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Indemnification Clause** –For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to the City for review and approval. Notwithstanding anything herein to the contrary, to the maximum extent permitted by law, the Consultant shall not be liable for consequential damages or for actions resulting from working as an agent of the City in evaluating the capability of the aforementioned corporation.

Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.

8. **Whole Agreement** – This agreement constitutes the entire agreement between the City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written agreement.
9. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker’s Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
10. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of the City.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

\_\_\_\_\_  
City of Washington, MO

\_\_\_\_\_  
Victoria McGrath, CEO  
McGrath Human Resources Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Statement of Qualifications Prepared for  
The City of Washington, Missouri**



**Job Market Survey  
Request for Qualifications**

**Submitted By:**

**McGrath Human Resources Group**  
PO Box 865  
Jamestown, TN 38556

**Dr. Victoria McGrath, CEO**  
[victoriaphd@mcgrathconsulting.com](mailto:victoriaphd@mcgrathconsulting.com)  
815.728.9111



**McGrath**  
HUMAN RESOURCES GROUP

**December 17, 2023**  
Revised

November 10, 2023

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

Dear Sherri Klekamp:

Thank you for the opportunity to submit our qualifications to become your compensation business partner and perform a Job Market Survey for the City of Washington, Missouri.

Developing and maintaining a competitive compensation and classification plan in today's current environment is extremely challenging, yet essential to attract, motivate, engage, and retain a qualified workforce. McGrath Human Resources Group understands the issues public sector entities are facing as our firm provides human resources consulting services primarily for the public sector, with emphasis on compensation. We offer a transparent, engaging, and collaborative approach to develop a compensation solution built specifically for each client, which aligns with your compensation philosophy and strategy to attract and retain competent professionals, conform to all legal requirements, and fit within the City's fiscal reality.

Detailed information regarding our firm, consulting team, methodology and process, work schedule, and other required information are presented within this document. I am the authorized individual to contractually bind the Firm and principal contact for this project.

Because of the brevity of the information provided, if you have any questions or require additional information as you review our qualification, please do not hesitate to ask. We look forward to the opportunity to work with the City of Washington and its employees on this important project.

Sincerely,



Victoria J. McGrath, Ph.D., CEO  
PO Box 865 Jamestown, TN 38556  
815.728.9111 (office)  
931.214.2262 (direct)  
815.331.0215 (fax)  
[victoriaphd@mcgrathconsulting.com](mailto:victoriaphd@mcgrathconsulting.com)

## Company Information and Description

**McGrath Consulting Group, Inc.** was started in 2000, specializing in public sector consulting in the fields of human resource management and public safety (fire, EMS, police, and communications). Our Firm has over 20 professional consultants who are assigned to projects based upon their professional background and skillset they bring to each client.

**McGrath Human Resources Group** is the Human Resources Division overseen by Dr. Victoria McGrath. Since 2000, McGrath has conducted hundreds of comprehensive compensation and classification studies nationwide. The Human Resources consulting team is comprised of experienced human resources practitioners from both the private sector and local city and county government.

We do not offer an off-the-shelf work product, but rather, we approach each

client with the goal to understand your organization, culture, current and future needs, and fiscal reality to develop total compensation solutions that are developed uniquely for you, align with your compensation philosophy and strategy, while using a collaborative and transparent process.

Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, training, policy development, operational studies, and staffing studies. Our Human Resources team is also involved in organizational studies related to public safety.

## Public Sector Project History

McGrath primarily works with public-sector organizations including counties, cities, villages, townships, districts, and even State agencies. The following is a list of compensation and classification type projects this consulting team has worked on and completed over the last five (5) years. Missouri projects are highlighted.

Barron County, WI	City of McPherson, KS	Greene County EMS, TN
Bluffton Township Fire District, SC	City of Merriam, KS	Harvey County, KS

<b>Company Name</b>	McGrath Human Resources Group
<b>Parent Organization</b>	McGrath Consulting Group, Inc.
<b>Established</b>	May 1, 2000
<b>Years of Service</b>	23
<b>Type of Firm</b>	Private Corporation
<b>Company Mailing Address</b>	P.O. Box 865 Jamestown, TN 38556
<b>Responsible Party and Project Manager</b>	Dr. Victoria McGrath, Ph.D., SPHR CEO
<b>Email Address</b>	victoriaphd@mcgrathconsulting.com
<b>Phone Number</b>	(815) 728-9111
<b>Fax Number</b>	(815) 331-0215
<b>Insurance</b>	State Farm: Auto Liability AmTrust: Workers Compensation Chubb: Cyber Security Liability Erie Insurance: General Liability Mount Vernon: Professional Liability <b>Certificates of Insurance provided with services agreement</b>
<b>Office Locations</b>	Chippewa Falls, WI Columbia, MO Jamestown, TN Strongsville, OH



Burnett County, WI	City of Northfield, MN	Kansas Sentencing Commission, KS
City of Alamosa, CO	City of North Kansas City, MO	Kent County, MI
City of Alcoa, TN	City of Oak Harbor, WA	Lawrence Public Library, KS
City of Arlington, WA	City of Oak Ridge, TN	Marathon County, WI
City of Burlington, WA	City of Paducah, KY	Marion County, KS
City of Carthage, MO	City of Park Ridge, IL	Mid-Columbia Libraries, WA
City of Chanassen, MN	City of Platte, MO	Monroe County, WI
City of Chetek, WI	City of Pleasant Valley, MO	Montgomery County, TN
City of Clayton, MO	City of Prairie Village, KS	Older People's Commission, MI
City of Columbus, KS	City of Richmond, MO	Patton Township, PA
City of Crossville, TN	City of Rochester Hills, MI	Portage County, WI
City of Denison, TX	City of Salina, KS	Pueblo City-County Library District, CO
City of Dodge City, KS	City of Sherwood, OR	Reno County, KS
City of Duvall, WA	City of Smithville, MO	Riley County Police Department, KS
City of Durango, CO	City of St. Charles, MO	Riley County, KS
City of Durant, OK	City of Stayton, OR	Rochester Avon Recreation Authority, MI
City of Eau Claire, WI	City of Topeka, KS	Rock County, WI
City of Excelsior Springs, MO	City of Union, MO	Saginaw Township, MI
City of Fayetteville, NC	City of Watertown, SD	Sedgwick County, KS
City of Flint, MI	City of Webster Groves, MO	Somerset School District, WI
City of Fulshear, TX	City of West Bend, WI	South Snohomish County Fire & Rescue Authority, WA
City of Gallatin, TN	City of Woodstock, IL	Spring Benner Walker Joint Authority, PA
City of Garden City, KS	Clearfield City, UT	St. Croix County, WI
City of Goodland, KS	Codington County, SD	Sumner County, TN
City of Hamilton, OH	Coffey County, KS	Tooele County, UT
City of Huber Heights, OH	County of Delaware, PA	Town of Blacksburg, VA
City of Kechi, KS	Cowley County, KS	Town of Greeneville, TN
City of Kirkwood, MO	Daniel Boone Regional Library, MO	Town of Holly Springs, NC
City of La Crosse, WI	Davison County, SD	Utah County, UT
City of Lansing, KS	Delaware County, PA	Vernon County, WI
City of La Pine, OR	Dodge County, WI	Village of Lake in the Hills, IL
City of Lake Geneva, WI	Douglas County, WI	Village of Mount Pleasant, WI
City of Lawrence, KS	Eau Claire County, WI	Winnebago County, WI
City of Marshfield, WI	Everett Roehl Marshfield Public Library, WI	
City of Marysville, WA	Geary County, KS	

## Legal Matters

McGrath has not been engaged in any litigation against the Firm.



## References

McGrath Consulting is proud to list over 500 clients in 42 states. Below are a few compensation studies either within the region and/or are similar to your project ***Additional client names, projects and locations are viewable on our website at [www.mcgrathhumanresources.com](http://www.mcgrathhumanresources.com)*** and their contact information will be provided upon request.

Client Name	Description
City of Union, MO Contact: Jonathan Zimmerman Title: City Administrator Phone: 636-583-3600 Email: cityadministrator@unionmissouri.gov	Developed a new compensation and classification system for the city.
City of Smithville, MO Contact: Cynthia Wagner Title: City Administrator Phone: 816-532-3897 Email: cwagner@smithvillemo.org	Comprehensive compensation, classification, and benefits analysis was completed with development of new salary schedule for implementation in 2022.
City of Excelsior Springs, MO Contact: Molly McGovern Title: City Manager Phone: 816-630-0752 Email: mmcGovern@excelsiorsprings.gov	Comprehensive compensation, classification, and benefits analysis was completed with development of new salary schedule for non-union and union for implementation in 2022. Performance Management project scheduled for 2022.
City of Prairie Village, KS Contact: Cindy Volanti Title: Human Resources Manager Phone: 913-385-4664 Email: cvolanti@pvkansas.com	Comprehensive compensation plan in which Consultant worked with City Council to position the City 10% above the market.
Barron County, WI Contact: Rachel Richie Title: Human Resources Director Phone: 715-537-6825 Email: rachael.richie@co.barron.wi.us	Conducted Performance Evaluation training for supervisors in 2016. Rehired in 2017 to develop new compensation system for approximately 300 job titles. Rehired in 2019 to complete job description updates and develop point factoring process. Services ongoing.

## Consultant Qualifications

The Consultants were selected for this project based upon their areas of expertise, specialties, and related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspective and expertise as needed. Primary members of the team are provided.

### **Victoria McGrath, Ph.D., SPHR – Chief Executive Officer, Project Manager**

As the CEO, Dr. Victoria McGrath has been involved with every compensation project conducted by the firm. She has an extensive background in the field of human resources, predominately in the public sector; but she also has experience in the private sector having worked in health care, banking, and education. Thus, she brings over 19 years of practitioner experience in all phases of human resources prior to her years as a consultant.

Her professional experience includes the City of Brookfield, WI; the Elmbrook School District, WI – the 2<sup>nd</sup> largest school district in Wisconsin, also with five (5) labor unions; and Citicorp Banks. She has dealt with labor/employee relations; policy, procedures, and labor compliance; benefits and compensation; recruitment and staff development. Dr. McGrath’s local government experience touched all local municipal services. She has aided more than 200 local government clients on a variety of management issues. In addition to working with governmental organizations, she has been a sought-after speaker for professional organizations. Further, she is an adjunct professor – teaching in areas such as human resources, organizational development, management, and research – at Northwestern University (Master’s in Public Policy Administration Program).

**Malayna Halvorson Maes – Senior Consultant**

Malayna Halvorson Maes has been with our firm for nine years. She has conducted classification and compensation studies, policy development, employee handbook development, HR audits, job description development, and executive recruitments with the firm. She is also the firm’s benefits consultant. Ms. Maes previously served as a human resource professional for over 20 years in both the private and public sectors. Her human resources experience included health care and engineering fields; and served as the Human Resources Director and senior advisor for a large unionized county in northwestern Wisconsin. Thus, she has direct experience with the many challenges facing municipal employers. She has been active in several professional human resources organizations and is currently pursuing her CCP.

**Michelle Lach - Senior Consultant**

Ms. Lach has been a Consultant with McGrath Human Resources Group for over nineteen years. She has authored employee handbooks, job descriptions and is currently our primary market survey Consultant. She is currently responsible for developing and conducting our market surveys to solicit external market data for compensation projects. With her many years of experience, Ms. Lach excels at gaining a substantial return and subsequently preparing that data for further analysis. Thus, we are obtaining reliable and quantifiable data for our clients.

**Jillaine Smith – Consultant**

Ms. Smith has been with the Firm since 2022. She currently serves as a Human Resources Director in higher education with the State of South Dakota and has served in human resources leadership roles in both the private and municipal level.

**Advisors**

McGrath Human Resources will partner with the parent company – McGrath Consulting Group in the areas of public safety, as needed. Dr. Tim McGrath has over 30 years of experience in fire, EMS, communications, and emergency management. Ron Moser brings 34 years of law enforcement experience as a retired Police Chief and heads the law enforcement division. In addition, to his law enforcement experience, Mr. Moser has served as the Director of Emergency Management and as a Village Manager for a municipality in Cook County, Illinois. Both Consultants are on staff to assist in any issues or concerns that need to be addressed in public safety.

**Current Project Assignments**

The Firm has the capacity for this project. As of January 2024, the expected listed members of the Consulting Team will be involved in some aspects of the following projects that are in varying size, scope, and stages of their project timelines:

Benton County, WA  
City of Collinsville, IL  
City of Florissant, MO  
City of Kirkwood, MO

City of La Vista, NE  
City of Ogden, UT  
City of Sarasota Springs, UT

City of West Des Moines, IA  
Green County, WI  
Polk County, IA

## Detailed Methods and Procedures

Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. After conducting a needs assessment with the City, confirming the City's compensation philosophy with City leaders, and analyzing the current System in place, our Firm utilizes Best Practices throughout the process, which includes salary data and job content data from multiple City sources and its mutually identified comparables. Data analysis is then utilized to put this information into a meaningful summary format which is shared with the City.

We tailor our projects to meet the needs and unique structure and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables. The proposal steps can be discussed and adjusted to meet the projects needs for the City.

### 1. Project Orientation

- ❖ Communicate with the City's project designee to:
  - Provide a list of documents and data needed to begin the project.
  - Discuss project expectations and milestones.
  - Begin developing a communication plan.
  - Schedule initial meetings.

We develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

### 2. Project Initiation and Assessment

The consultants will conduct the first visit to meet with City leaders, human resources, and all Department Directors/Managers to:

- ❖ Explore your organization's current compensation system, compensation philosophy and strategy.
- ❖ Gain an understanding of the goals, values and structure of the overall organization.
- ❖ Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- ❖ Identify future needs.
- ❖ Review provided documents and data.
- ❖ Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

Other Introductory communications are recommended:

- ❖ Conduct introductory meetings with elected officials to discuss elements of compensation philosophy and expectations.
- ❖ Introductory employee communications and/or meetings to explain the process of a compensation study, introduce the consulting team, expected assistance, describe the general outcome of the Study, and other related topics as desired by the City.

From first visit, the consulting team will identify:

- ❖ The strengths of the current compensation system.
- ❖ Areas that need to be addressed or are concerns to the current programs.
- ❖ Current compensation program success and challenges.
- ❖ Other characteristics about the City and its geographic location which may impact compensation.

An analysis of this information as well as external data collection will be the basis of developing a compensation philosophy that will guide the design and complexity of the City's compensation program. A consistent philosophy will provide a strong foundation for the City. Without a philosophy, leaders often find themselves unsure what to offer as a total compensation package.

### 3. Classification Analysis (Job Analysis)

A **job analysis** objectively evaluates the duties, responsibilities, tasks, and authority level of each City position and identifies hierarchy, career progression opportunities, **and internal equity**.

The job analysis would include completion of a Position Questionnaire (PQ), which is a standardized tool used to analyze each position on identified factors. The **McGrath 360Comp™** PQ has been developed **specifically for use in public sector** organizations. This Questionnaire is recommended to be completed on all job titles for purposes of:

- ❖ Expounding upon information provided in job descriptions.
- ❖ Evaluating position responsibilities regarding necessary competencies, experience, education, finances, judgement, decision-making and other expectations which provide value to the City.
- ❖ Clarifying instances where statements in the existing job descriptions are vague or absent.
- ❖ Updating and aligning classification changes.
- ❖ Identifying career progression opportunities.

**Supervisory Review/Verification.** Each incumbent's supervisor or Department Director will be given time to review the completed PQ for content and accuracy, and to comment in a designated area of the document. They will sign off on their review prior to submission to the Consultants. If needed, the consulting team may speak with Department Directors, Supervisors, and Human Resources for additional position clarification.

### 4. Compensation Analysis

A Compensation analysis determines the organization's relative position in the comparable labor market. This analysis allows City leaders to understand the organization's compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

- ❖ **The City and consulting team will cooperatively identify Comparable Organizations as the labor market.** The City will have input into the list and must approve prior to starting the external market survey.



- ❖ McGrath consultants will prepare and conduct a tailored compensation survey specific to the City's positions to **collect external market data** in real-time.
- ❖ The consultants will **analyze salary data**. The market survey collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the City to measure the City's alignment against the market.
- ❖ The consultants will examine the status of your current compensation systems including **structural analysis, special pay analysis, compression analysis, and incumbent pay analysis** to give guidance to the consultants for compensation and implementation recommendations and will also **provide information to the City regarding overtime, promotional and retention opportunities, internal equity, and how multiple pay plans are working together**.
- ❖ The consultants will **review your compensation-related policies** for compliance and best practices. We will make recommendations for policy updates or considerations that impact the City.
- ❖ The consultants will also gather and analyze external and internal demographic data and workforce metrics

The outcome of this portion of the project is very important because it identifies current trends and future predictors. This information guides the consulting team in developing strategy options and recommendations for the City's current and future needs.

## 5. McGrath 360Comp™ Integration

Upon completion of the compensation analysis and job analysis, etc. the consultants will engage the City to:

- ❖ Confirm the recommended compensation philosophy.
- ❖ Discuss the data obtained and share summary findings and trends found in the analysis as it compares to the current Compensation System.
- ❖ Discuss the future compensation system.
- ❖ Discuss the tie between the compensation system, performance, and tenure, and provide recommendations to strengthen the City's desired compensation model.

## 6. Systems Update and Review

The Compensation System(s) will be updated with the following information:

The consultants will develop a **detailed fiscal impact** of the Compensation System(s) and will present implementation strategy options that fit the fiscal needs, culture, and compensation strategy of the City. While some entities can fully implement the compensation system immediately, some clients have utilized a phased approach. We will work with the City to assure that any phased approach fits with best practices and your fiscal realities. The proposed price includes up to three (3) salary schedule and costing iterations.

Once the System is updated, the consultants will meet with appropriate City personnel to **review the draft Compensation System(s)**. This visit will include meetings with the City's project designee and each Department Director to review placements to identify any concerns prior to finalization. This provides an opportunity to discuss any concerns in placement in the current system and/or ensure proper placement if the System(s) are redesigned.

## 7. Benefits and Rewards Analysis

When data is received through the benefits and Rewards survey to the identified labor market, the Consultants will analyze the findings and identify any trends and/or areas of concern as compared with the Market. A Benefits and Reward Analysis identifies the City's position in the market for the offering of insurance, retirement, paid leave, holiday, and other benefits and rewards identified in a Total Rewards

*Wages alone do not make up total compensation. A review of benefits in conjunction with wages allows the organization to see the total compensation picture.*

## 8. Finalization

A **Compensation Policy/Procedure Manual** will be developed for Administration/Human Resources. This report details:

- a. Study methodology and summary findings.
- b. Recommended compensation structure modifications.
- c. Recommended position title, classification specification or career progression changes.
- d. Fiscal impact and implementation strategies.
- e. Policies and procedure modifications or to adopt to administer and maintain the system in-house going forward.

An **Executive Summary Report** for governing body and public distribution will also be provided as appropriate.

These reports will first be provided to City Administration in draft form to allow for feedback before the reports are placed into final form and provided electronically.

## 9. Presentation and Communication

The Study includes an in-person **presentation to the City Council and employees**.

The consulting team will also be available to introduce the recommendations to employee groups to the depth, and in the manner, you prefer and offer suggestions and recommendations on how to best communicate this information. We prepare correspondence and notices tailored to our client, whether for written, verbal or electronic presentation.

McGrath Human Resources Consultants will continue to work with your organization to provide **support and guidance** on the compensation system at no additional cost.

### Cost

The scope of the project will include the following:

• Classification and Compensation study for approximately 70 unique job titles	\$ 28,458
• Compensation study for the fire department	\$ 1,170
• Benefits study	\$ 4,500
• <u>Development of Job descriptions (Estimated 70 job titles at \$195 per title)</u>	<u>\$13,650</u>
Total not to exceed	\$47,778

Travel not to exceed

\$ 3,000

\*Travel: In-person site visits may not be needed nor desired. Travel expenses will be billed only if incurred and based on actual expenses, not to exceed the price listed. This would be limited to airfare, mileage/car rental, hotel and dinner. All in person site visits will be determined with the City in advance and based upon the needs of the project.

**Terms of Payment**

Payment will be made in three (3) installments (\$34,128):

\$ 5,000 upon completion of the signed contract;

\$ 22,128 upon submission of the draft report; and

\$ 7,000 plus actual travel (not to exceed \$3,000) upon submission of the final report.

Job descriptions are billed for the actual number of job descriptions developed. An initial payment of \$4,000 at the start of the project. The balance of actual number of job descriptions will be billed upon submission of all draft job descriptions.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from December 18, 2023. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

**Project Schedule**

The timeliness of the market data collection is heavily dependent upon the workload and staffing of the comparable organizations we are asking to participate, so additional time is built into the schedule for better survey participation/timely responses to capture current data. This is typically a 4-5 month process.

Activity	Month 1				Month 2				Month 3				Month 4				Month 5			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<i>Project orientation/scheduling and planning</i>																				
<i>Project Kickoff meetings with identified stakeholders</i>																				
<i>Position Questionnaire Job Analysis</i>																				
<i>Market Data collection and analysis</i>																				
<i>Review Findings with City</i>																				
<i>Develop/Update Compensation and Classification Systems</i>																				
<i>Review Recommendations and Cost with City</i>																				
<i>Finalize changes and reports.</i>																				
<i>Presentations</i>																				

This timeline will be adjusted based on the agreed upon Project Initiation date. There are factors that impact this schedule that may be out of the control of the consultants. The proposed time frame is contingent upon timely receipt of data from the City, timely participation from external comparable organizations; and timely receipt of information and/or feedback from the City. This is monitored by the consulting team and communicated with the City on an ongoing basis.

### **Project Progress Communication**

Since we work closely with our clients, open communication and collaboration between the consulting team and project designee is critical for the project to be most successful. Because of that, we will develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our designated project manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.





December 21, 2023

Honorable Mayor and City Council  
Washington, MO

Re: Contract for Classification and Compensation Study

Dear Mayor and City Council,

Included within your packet for consideration is a contract with McGrath Human Resources Group to complete a Classification and Compensation Study, with the addition of a Benefits Analysis. Our committee, which includes Mayor Doug Hagedorn, Councilmen Jeff Patke and Al Behr, Sherri Klekamp, Darren Lamb, and myself, received five sets of qualification statements and after careful review, we collectively agreed to pursue a contract with McGrath.

The budget for the study is \$50,000, and the proposed contract with McGrath is \$34,128 in fees for the Classification and Compensation study and a Benefits analysis. Additionally, there is a provision for up to \$13,650 for the development of the job description and travel expenses not exceeding \$3,000.

Based on our analysis, staff recommends approving the contract with McGrath.

Thank you for your time.

Sincerely,

Shauna Pfitzinger  
Human Resources Manager

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE  
EXECUTION OF A SUPPLEMENTAL AGREEMENT #2  
WITH COCHRAN ENGINEERING FOR THE EARTH CREST  
EXTENSION IMPROVEMENT PROJECT

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Supplemental Agreement by and between the City of Washington, Missouri and Cochran Engineering, 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

**SUPPLEMENTAL AGREEMENT #2 –  
LUMP SUM PROPOSAL**

December 21, 2023

This Supplemental Agreement is made part of the Contract dated April 29, 2022, and approved by the City on May 16, 2022, between the **City of Washington** and **Cochran** for Professional Civil Engineering Services. The purpose for this Lump Sum Proposal is to revise the plans to reflect a shift in the alignment to avoid the L.W.E., Inc. property to the north. Another plan revision was necessary to change the sidewalk from the north side of the roadway to the south side. In accordance with our previous discussions, we offer the following professional services:

SCOPE OF SERVICES:

**1. Plan revisions**

- a) Plan revisions associated with the directive to shift the alignment to the south to avoid the L.W.E., Inc. property to the north. Bridge length and skew were changed to reflect the new alignment which required a revised structural design. Roadway layout had to shift to the south. Site had to be re-graded to accommodate the changes. This work was performed during the period from September 6, 2023 to December 8, 2023. A payroll print-out of the additional labor to revise the plans is attached for reference.
- b) Plan revisions associated with the directive to move the sidewalk from the north side of the roadway to the south side. Bridge End Bents and other affected plan sheets were revised and the project re-graded to reflect the changes.

FEE:

- 1. The total amount of fee to be paid for the Scope of Services, Item 1 – "Plan revisions due to alignment change" as outlined in this proposal shall be a lump sum fee of \$25,392.50.

Supplement Agreement No. 2 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.  
Vice President

Acceptance:  
City of Washington

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

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

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



December 21, 2023

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

RE: Earth Crest Extension – Supplemental Agreement No. 2  
Plan Revisions due to alignment Change

Dear Mayor and City Council Members:

Attached you will find an ordinance and supplemental agreement for additional plan revisions to realign the Earth Crest Extension bridge further south. The original plan was encroaching on private property that would have resulted in more costs to acquire right-of-way.

This will add an additional \$25,392.50 to the contract bringing the total to \$190,948.99.

Thank you for your consideration.

Respectfully submitted,

Charles Stankovic, P.E.  
City Engineer

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND FLOCK GROUP, INC. FOR LICENSE PLATE READER CAMERAS AND 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 execute a 24 Month Agreement by and between the City of Washington, Missouri and Flock Group, Inc. to provide license plate reader (LPR) cameras and services. This agreement will provide four (4) Flock Safety Falcon cameras and infrastructure. A copy of said agreement is attached and is marked as Exhibit A.

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

SECTION 3: This ordinance shall 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



**Flock Safety + MO - Washington PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Lisa Dunn  
lisa.dunn@flocksafety.com  
3146032079

flock safety

# flock safety

## ORDER FORM

Customer: MO - Washington PD  
 Legal Entity Name: MO - Washington PD  
 Accounts Payable Email: jarmstrong@washmo.gov  
 Address: 301 Jefferson St Washington, Missouri 63090

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$12,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	4	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
<b>Subtotal Year 1:</b>			<b>\$12,600.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$12,000.00</b>
<b>Discounts:</b>			<b>\$60,000.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$24,600.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*



### **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$12,600.00
<b>Annual Recurring after Year 1</b>	\$12,000.00
<b>Contract Total</b>	\$24,600.00

\*Tax not included

### **Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$60,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: MO - Washington PD**

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_

## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 30 day of October 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as "**Support Services**").

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.



### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("**Customer Generated Data**"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, 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 Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, 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 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. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock 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 Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK 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 ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS 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, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF



LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at <https://www.flocksafety.com/reinstall-fee-schedule>. Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** 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.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP 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 Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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 the U.S. Government 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.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** 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 email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

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EXHIBIT B  
INSURANCE

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**Washington Police Department**

301 Jefferson St  
Washington, Missouri 63090  
636-390-1050

[jarmstrong@washmo.gov](mailto:jarmstrong@washmo.gov) / [dballeverdier@washmo.gov](mailto:dballeverdier@washmo.gov)

October 31, 2023

Director [Sandy Karsten](#)

1101 Riverside Dr.

Lewis and Clark Building, 4th Floor West  
Jefferson City, MO 65102

Dear Director Karsten,

The Washington Police Department would like to install Automatic License Plate Recognition provided by the company, Flock Safety, on Missouri Department of Transportation right of ways. Please approve the following locations:

- Location 01 - Hwy 100 & 5th St Westbound on an existing traffic signal pole at the GPS coordinates (38.53607914070147, -90.97779090718099)
- Location 02 - Hwy 100 & Bluff Rd Eastbound on an existing wood utility pole at the GPS coordinates (38.56042149255055, -91.05373815629659)
- Location 03 - Hwy 47 & 3rd St Southbound on an existing traffic signal pole at the GPS coordinates (38.55306484057829, -91.00160724443533)
- Location 04 - Hwy 47 & Bieker Rd Northbound on an existing traffic signal pole at the GPS coordinates (38.5342166919413, -91.00570658846748)

Best regards,

**Jim Armstrong**

Chief, Washington Police Department



**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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December 20, 2023

Mayor Doug Hagedorn  
City Council Members

Re: Flock Group, Inc. agreement

Honorable Mayor and City Council,

I am requesting to enter into an agreement with Flock Group Inc. to provide license plate reader (LPR) cameras and services. This agreement will provide four (4) Flock Safety Falcon cameras and infrastructure. As discussed in the presentation during the December 4 council meeting, this will provide coverage in four key entry points to the City. I feel the LPR cameras will be an essential tool for both criminal investigations and public safety related incidents.

Staff researched LPR options and Flock Safety stood out as the most prominent and superior product. Flock Safety cameras are in use at many locations throughout the St. Louis region. In addition, the Franklin County Sheriff's Office and the City of St. Clair are in the process of implementing a Flock Safety camera program. As other cameras are implemented in the area, the reach and effectiveness will only improve. The proposal from Flock Group provides installation, maintenance, and software services for \$12,000 annually. There is a one-time infrastructure implementation fee of \$600. This includes setup/onboarding and unlimited support. Total budget amount is \$15,000.

This is a budgeted item and will be implemented as soon as possible. Included is the proposal from Flock Group and the ordinance. Thank you for your consideration.

Respectfully,

*Chief James Armstrong*

Jim Armstrong, Chief of Police

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

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ENTER INTO A SALES CONTRACT WITH CONNELL MATERIAL HANDLING FOR THE PURCHASE OF A DOOSAN G25E-7 PNEUMATIC TIRE FORKLIFT

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 Connell Material Handling in an amount totaling Twenty-Nine Thousand, Sixty-One Dollars, and Twenty-Nine Cents (\$29,061.29) for the purchase of a Doosan G25E-7 Pneumatic Tire Forklift. 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

**Exhibit A**

**SALES CONTRACT**

This Sales Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Connell Material Handling, PO Box 5810, St Louis, Missouri, 63134, herein referred to as "Seller", and the City of Washington, Missouri, a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing of one Doosan G25E-7 Pneumatic Tire Forklift.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Seller agrees to provide to the City with one Doosan G25E-7 Pneumatic Tire Forklift for payment in the total sum of Twenty-Nine Thousand Sixty-One Dollars and Twenty-Nine Cents (\$29,061.29).

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.

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:

CITY:

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

BY: \_\_\_\_\_  
Mayor – Washington, Missouri

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





December 13, 2023

RE: Recommendation – Forklift

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 \$35,000 this year to replace our Recycle Center 2007 Tusk Forklift with 2090 hours, as it is showing signs of wear and age. This forklift is kept undercover but outside all year long. We will sell the 2007 Tusk Forklift on the Purple Wave auction site.

The bid is under the Sourcwell Account #2489, Contract #091520-DIV, through Connell Material Handling, St. Louis, MO.

I recommend that the City of Washington contract with Connell Material Handling thru the Sourcwell Contract for the purchase of a Doosan G25E-7 Pneumatic Tire Forklift in the amount of \$29061.29

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,

A handwritten signature in black ink, appearing to read "Tony Bonastia".

Tony Bonastia  
Street Superintendent

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

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

AN ORDINANCE APPROVING A BOUNDARY  
ADJUSTMENT FOR W-W INDUSTRIAL DRIVE PLAT 4,  
IN THE CITY OF WASHINGTON, FRANKLIN  
COUNTY, MISSOURI

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

# W-W INDUSTRIAL PARK PLAT 4

A TRACT OF LAND BEING ALL OF LOT 1 OF W-W INDUSTRIAL PARK, LOT 2B OF W-W INDUSTRIAL PARK PLAT 2 A RESUBDIVISION OF LOT 2 AND LOTS 1 & 2 OF W-W INDUSTRIAL PARK PLAT 3 ALL IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY MISSOURI

**CERTIFICATE OF OWNERSHIP**

WE, THE UNDERSIGNED OWNERS OF THE TRACT SHOWN HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS "W-W INDUSTRIAL PARK PLAT 4".

UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE HEREBY GRANTED TO THE CITY OF WASHINGTON AND ALL PUBLIC SERVICE COMMISSION REGULATED UTILITIES AND THEIR SUCCESSORS, AND ASSONS, FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES, WITH A RIGHT OF TEMPORARY USAGE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION REASONABLY NECESSARY DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID UNDERGROUND UTILITIES.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS PLAT AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

JWP HOLDINGS LLC, OWNER EXISTING LOTS 2B (W-W-2 RESUB) AND LOT 2 (W-W PLAT 3)

JERRY PALM  
(TITLE)

**NOTARY PUBLIC CERTIFICATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE MEMBERS OF JWP HOLDINGS LLC AND THAT SAID INSTRUMENT WAS SIGNED AND IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS MEMBERS, AND SAID PERSONS KNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTORIAL SEAL, THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

**CERTIFICATE OF OWNERSHIP**

WE, THE UNDERSIGNED OWNERS OF THE TRACT SHOWN HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS "W-W INDUSTRIAL PARK PLAT 4".

UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE HEREBY GRANTED TO THE CITY OF WASHINGTON AND ALL PUBLIC SERVICE COMMISSION REGULATED UTILITIES AND THEIR SUCCESSORS, AND ASSONS, FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE AND REPAIR OF PUBLIC UTILITIES, WITH A RIGHT OF TEMPORARY USAGE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION REASONABLY NECESSARY DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID UNDERGROUND UTILITIES.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS PLAT AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

WORTHMAN-FORTNER LLC, OWNER EXISTING LOT 1 (W-W HD) AND LOT 1 (W-W PLAT 3)

JAMES FORTNER  
(TITLE)

**NOTARY PUBLIC CERTIFICATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE MEMBERS OF WORTHMAN-FORTNER LLC AND THAT SAID INSTRUMENT WAS SIGNED AND IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS MEMBERS, AND SAID PERSONS KNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

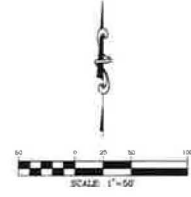
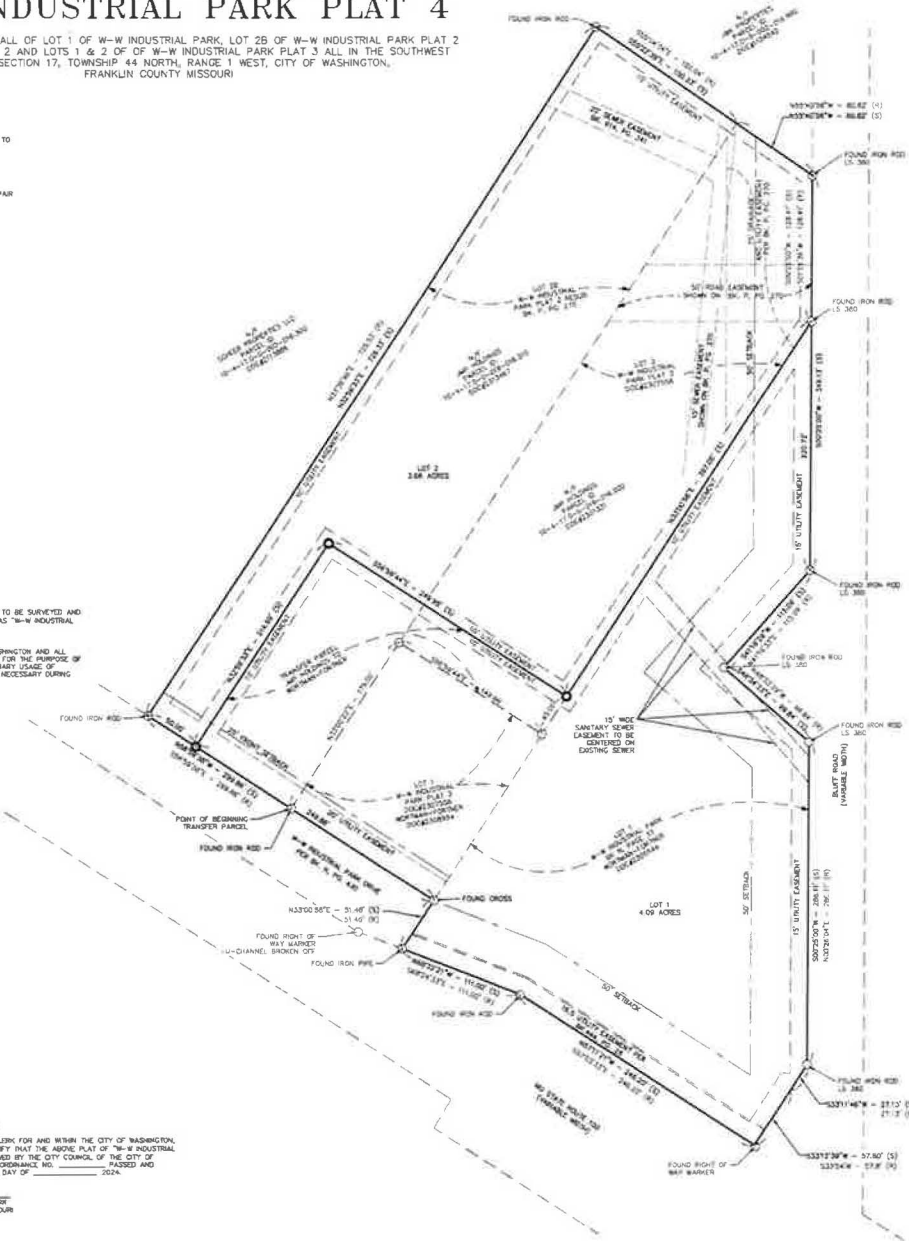
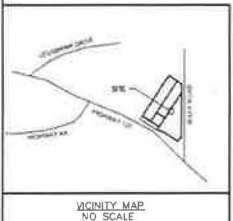
IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTORIAL SEAL, THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

**CITY CLERK'S CERTIFICATE**

I, SHERI KLUMPP, CITY CLERK FOR AND WITHIN THE CITY OF WASHINGTON, MISSOURI, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF "W-W INDUSTRIAL PARK PLAT 4" WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, MISSOURI BY ORDINANCE NO. \_\_\_\_\_ PASSED AND APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

SHERI KLUMPP, CITY CLERK  
CITY OF WASHINGTON, MISSOURI



**GENERAL DESCRIPTION**

A TRACT OF LAND BEING ALL OF LOT 1 OF W-W INDUSTRIAL PARK, LOT 2B OF W-W INDUSTRIAL PARK PLAT 2 A RESUBDIVISION OF LOT 2 AND LOTS 1 & 2 OF W-W INDUSTRIAL PARK PLAT 3 ALL IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY MISSOURI

**TRANSFER PARCEL DESCRIPTION**

A TRACT OF LAND BEING PART OF LOT 2B OF W-W INDUSTRIAL PARK PLAT 3 AS RECORDED IN DOCUMENT NUMBER 2307006 ALONG WITH A PART OF LOT 2B OF THE RESUBDIVISION OF LOT 2 OF W-W INDUSTRIAL PARK PLAT 3 AS RECORDED IN BOOK P, PAGE 270 OF THE FRANKLIN COUNTY RECORDER OF DEEDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FROM THE SOUTHWEST CORNER OF LOT 3 OF THE RESUBDIVISION OF LOT 2 OF W-W INDUSTRIAL PARK PLAT 3 SAID POINT BEING ON THE RIGHT OF WAY OF W-W INDUSTRIAL PARK DRIVE, THENCE ALONG SAID RIGHT OF WAY LINE THENCE N07°30'30"W 100.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE CROSSING SAID LOT 2B INTERSECTION 214.89 FEET TO A POINT; THENCE S00°00'00"W 214.89 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF W-W INDUSTRIAL PARK PLAT 3; THENCE ALONG SAID EAST LINE S33°02'30"W 40.00 FEET TO A POINT AT THE NORTHEAST CORNER OF LOT 1 OF W-W INDUSTRIAL PARK PLAT 3; THENCE ALONG THE NORTH AND WEST LINES OF SAID LOT 1 N07°30'48"W 148.89 FEET TO A POINT; THENCE S33°02'30"W 173.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.83 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, ENCUMBRANCES OF RECORD.

**SURVEY NOTES**

- MEASUREMENTS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE FOR GPS OBSERVATIONS UTILIZING THE WOODY RIX NETWORK.
- SOURCE OF DEEDS: DOUGLASSVILLE, DOUGLASSVILLE # DOUGLASSVILLE
- SURVEY DIMENSIONS SHOWN HEREON ARE SURVEYED AND RECORDED, UNLESS OTHERWISE NOTED.
- NOTES: SURVEYED INFORMATION GATHERED BY COCHRAN DURING THE MONTH OF FEBRUARY 2023.
- (R) - RECORD DATA.
- - DENOTES SET 5/8" DIAMETER 24" LONG IRON ROD WITH YELLOW CAP (COCHRAN LS-380), OR OTHER PERMANENT MONUMENT AS NOTED.
- - DENOTES FOUND MONUMENT AS NOTED.
- FLOODED ZONES PORTIONS OF THIS PROPERTY ARE UNLINED "ZONE F", AND "ZONE M" FOR FRANKLIN COUNTY, MISSOURI AND UNDEVELOPED AREAS, MAP NUMBER 290700302 & 290700302 & 290700302, MAP REVISED DATE OF OCTOBER 16, 2021.
- ALTA/ADPS TABLE A ITEM 6A - THIS PROPERTY IS ZONED M-2 DISTRICT BY THE CITY OF WASHINGTON PLANNING AND ZONING DEPARTMENT.
- SETBACKS PER M-2 ZONING: FRONT SETBACK 25' REAR 25'
- THIS SURVEY MEETS THE ACCOUNT FOR "USUARY" PROPERTY AS DEFINED BY THE MISSOURI STANDARDS OF PROPERTY BOUNDARY SURVEYS.
- NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT OF LAND SHOWN HEREON.
- IT IS THE INTENT OF THIS PLAT TO REMOVE ALL INTERIOR EASEMENTS AFFECTING THESE PARCELS OTHER THAN PERMITTED EASEMENTS OF THE NEW LOT CONFIGURATION.

**SURVEYOR'S CERTIFICATE**

AT THE REQUEST OF JAMES FORTNER, WE HAVE DURING THE MONTH OF DECEMBER 2023, EXECUTED A PROPERTY BOUNDARY SURVEY AND RESUBDIVISION FROM ACTUAL FIELD DATA AND RECORDED THE SAME ON THE TRACT OF LAND SHOWN HEREON AND HAS BEEN DECIDED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS OF PROPERTY BOUNDARY SURVEYS AND THE RESULTS ARE SHOWN HEREON.

CE ENGINEERING INC.  
DAN COCHRAN  
LS-380

*[Signature]*

BY DANIEL K. GILBERTSON, P.L.S. 200804628  
STATE OF MISSOURI  
PROFESSIONAL LAND SURVEYOR  
FOR COCHRAN

	W-W INDUSTRIAL PARK PLAT 4 CITY OF WASHINGTON FRANKLIN COUNTY, MISSOURI		
		• Civil Engineering • Land Surveying • Architecture • Sub-Development • General Consulting • Master Planning	<b>COCHRAN</b> DANIEL K. GILBERTSON P.L.S. 200804628 MISSOURI
S.A.L.	DEC 26, 2023	1"=50'	23-9458 1 OF 1
MISSOURI STATE LAND SURVEYING CERTIFICATE OF AUTHORITY #00386			

CITY OF WASHINGTON  
CITY SALES TAX SUMMARY

1% GENERAL SALES TAX

<b>Previous Years 1970-2000 Total:</b>		<b>\$ 36,121,362.69</b>			
2000-2001	\$ 2,614,947.25	2010-2011	\$ 3,613,372.27	2020-2021	\$ 5,138,337.05
2001-2002	2,665,810.02	2011-2012	3,698,652.72	2021-2022	5,475,936.43
2002-2003	2,875,714.84	2012-2013	3,760,065.80	2022-2023	5,586,805.95
2003-2004	3,155,590.86	2013-2014	3,912,118.45	2023-2024	1,360,042.78
2004-2005	3,187,693.12	2014-2015	4,204,694.99		
2005-2006	3,345,292.87	2015-2016	4,397,905.50		
2006-2007	3,445,234.45	2016-2017	4,354,507.85		
2007-2008	3,773,268.98	2017-2018	4,703,065.67		
2008-2009	3,556,222.39	2018-2019	4,612,283.40		
2009-2010	3,497,829.39	2019-2020	4,787,670.81		
<b>TOTAL COLLECTIONS TO DATE:</b>					<b>\$ 127,844,426.53</b>

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 341,934.38	\$ 347,786.52	\$ 387,415.44	\$ 454,143.50	\$ 404,210.90	\$ 451,517.96	11.70%
NOVEMBER	273,682.85	325,999.08	337,510.28	329,477.61	439,267.24	394,809.57	-10.12%
DECEMBER	406,617.65	400,738.68	448,383.63	522,976.40	469,140.53	513,715.25	9.50%
JANUARY	428,005.85	420,055.36	430,457.12	392,285.39	515,227.78		
FEBRUARY	363,771.00	417,204.79	396,723.58	509,008.53	495,173.79		
MARCH	444,964.47	417,215.47	468,305.25	483,461.03	400,841.38		
APRIL	387,311.51	365,080.95	387,138.97	393,317.74	476,640.26		
MAY	300,584.29	358,920.74	385,747.95	342,734.14	407,267.67		
JUNE	456,577.00	401,315.24	514,849.48	536,473.31	490,570.26		
JULY	420,349.19	442,261.53	462,011.90	462,478.68	476,993.66		
AUGUST	322,712.79	372,615.14	396,711.64	546,440.92	498,392.59		
SEPTEMBER	465,772.42	518,477.31	523,081.81	503,139.18	513,079.89		
<b>TOTALS:</b>	<b>\$ 4,612,283.40</b>	<b>\$ 4,787,670.81</b>	<b>\$ 5,138,337.05</b>	<b>\$ 5,475,936.43</b>	<b>\$ 5,586,805.95</b>	<b>\$ 1,360,042.78</b>	

Increase (Decrease)  
Over Prior Year                      -1.93%                      3.80%                      7.32%                      6.57%                      2.02%

OVERALL PERCENTAGE GROWTH/  
(REDUCTION) FOR OCTOBER TO  
PRESENT:

**3.61%**

FISCAL YEAR END PERCENTAGE  
(POS- OCTOBER TO SEPTEMBER)  
Shown Once A Year on November Report.

## 1/2 % CAPITAL IMPROVEMENT SALES TAX

EFFECTIVE: 07-01-89

EXPIRED: 06-30-94	1989-1994	\$ 4,111,148.43
EXPIRED: 06-30-02	1994-2002	9,410,782.24
EXPIRED: 06-30-10	2002-2010	13,334,617.88
EXPIRED: 06-30-18	2010-2018	15,975,018.36
EXPIRES: 06-30-26	2018-2026	\$ 14,118,111.61
TOTAL COLLECTIONS TO DATE:		<u>\$ 56,949,678.52</u>

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 170,966.92	\$ 173,893.15	\$ 193,707.79	\$ 227,071.73	\$ 202,105.70	\$ 225,758.59	11.70%
NOVEMBER	136,841.76	162,999.67	168,755.25	164,738.68	219,633.65	197,405.06	-10.12%
DECEMBER	203,310.25	200,369.28	224,192.00	261,488.24	234,570.17	256,857.97	9.50%
JANUARY	214,002.88	210,027.68	215,228.64	196,142.72	257,613.79		
FEBRUARY	181,885.56	208,602.53	198,361.30	254,504.01	247,587.18		
MARCH	222,481.70	208,607.73	234,152.34	241,730.89	200,420.71		
APRIL	193,656.33	182,540.31	193,569.47	196,659.57	238,319.46		
MAY	150,291.55	179,460.29	192,873.68	171,366.64	203,633.58		
JUNE	228,288.80	200,657.51	257,424.63	268,236.68	245,285.14		
JULY	210,175.01	221,130.97	231,006.12	231,239.74	238,497.27		
AUGUST	161,356.40	186,307.76	198,355.48	273,220.21	249,196.84		
SEPTEMBER	232,886.54	259,238.60	261,541.37	251,569.17	256,539.82		
<b>TOTALS</b>	<b>\$ 2,306,143.70</b>	<b>\$ 2,393,835.48</b>	<b>\$ 2,569,168.07</b>	<b>\$ 2,737,968.28</b>	<b>\$ 2,793,403.31</b>	<b>\$ 680,021.62</b>	

Increase  
(Decrease) Over  
Prior Year

-1.93%      3.80%      7.32%      6.57%      2.02%

OVERALL PERCENTAGE GROWTH/  
(REDUCTION) FOR OCTOBER TO  
PRESENT:

**3.61%**

FISCAL YEAR END PERCENTAGE  
(POS- OCTOBER TO SEPTEMBER)  
Shown Once A Year on November  
Report.



## 1/2 % TRANSPORTATION SALES TAX

MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 170,946.23	\$ 173,893.15	\$ 193,707.83	\$ 227,070.97	\$ 202,105.68	\$ 225,758.66	11.70%
NOVEMBER	136,840.50	162,999.68	168,755.33	164,738.72	219,633.66	197,404.90	-10.12%
DECEMBER	203,308.99	200,369.28	224,192.04	261,488.24	234,570.22	256,858.17	9.50%
JANUARY	214,002.88	210,027.78	215,228.70	196,142.69	257,613.79		
FEBRUARY	181,885.52	208,602.55	198,361.35	254,499.40	247,587.19		
MARCH	222,481.85	208,607.77	234,152.35	241,730.92	200,420.73		
APRIL	193,656.25	182,540.19	193,569.46	196,659.56	238,319.52		
MAY	150,291.51	179,460.32	192,873.68	171,366.53	203,633.50		
JUNE	228,288.78	200,657.52	257,424.62	268,236.76	245,285.23		
JULY	210,175.04	221,130.96	231,006.14	231,239.69	238,497.24		
AUGUST	161,355.80	186,307.86	198,355.50	273,220.19	249,196.88		
SEPTEMBER	232,686.52	259,238.63	261,541.35	251,569.36	256,539.78		
<b>TOTALS</b>	<b>\$ 2,306,119.87</b>	<b>\$ 2,393,835.69</b>	<b>\$ 2,569,168.35</b>	<b>\$ 2,737,963.03</b>	<b>\$ 2,793,403.42</b>	<b>\$ 680,021.73</b>	

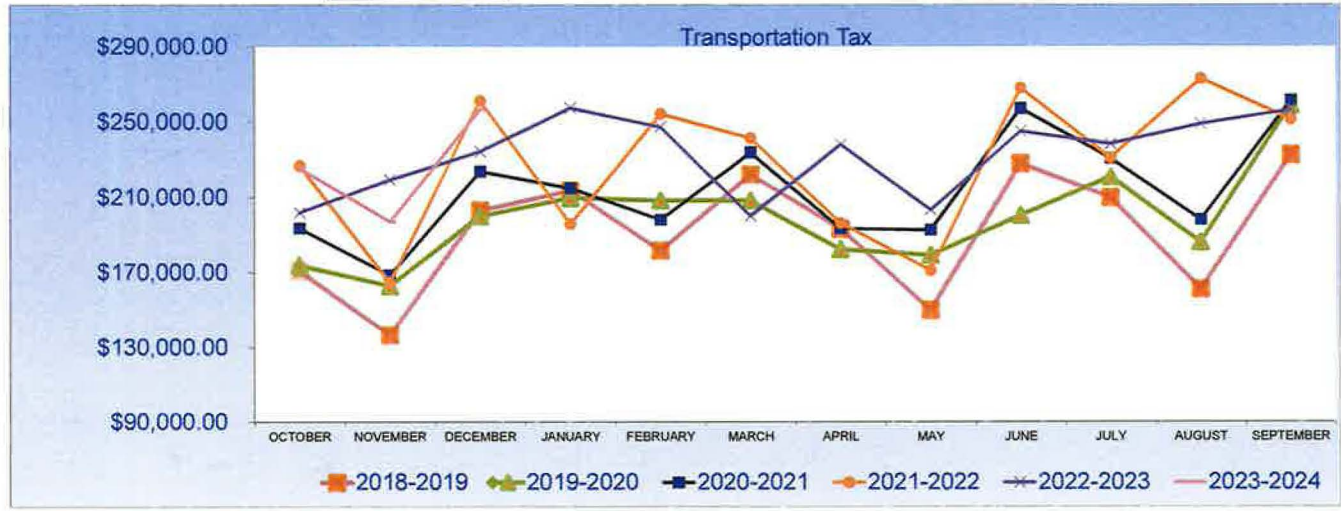
Increase (Decrease) Over Prior Year

	-1.93%	3.80%	7.32%	6.57%	2.02%
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COLLECTIONS 2005 TO PRESENT: **\$33,330,007.50**

OVERALL PERCENTAGE GROWTH/(REDUCTION) FOR OCTOBER TO PRESENT: **3.61%**

FISCAL YEAR END PERCENTAGE (POS- OCTOBER TO SEPTEMBER)  
Shown Once A Year on November Report.  





### LOCAL OPTION USE TAX

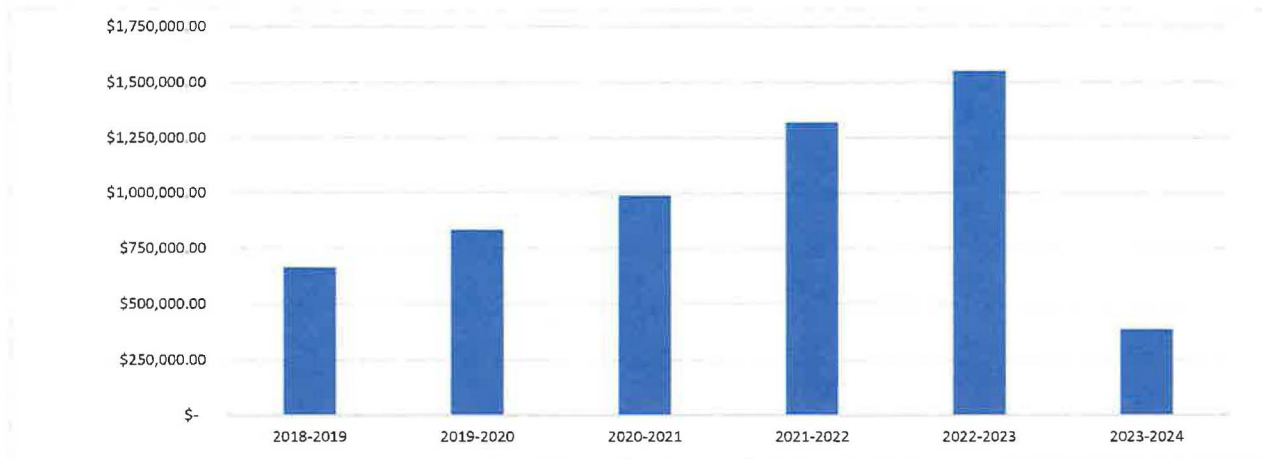
MONTH	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Monthly % Increase/ (Decrease)
OCTOBER	\$ 34,224.58	\$ 35,500.86	\$ 70,550.86	\$ 73,349.35	\$ 80,047.64	\$ 116,786.38	45.90%
NOVEMBER	48,613.78	56,442.98	77,752.19	75,696.93	134,689.97	99,326.86	-26.26%
DECEMBER	49,662.96	53,993.39	65,391.95	81,034.55	150,460.10	173,846.84	15.54%
JANUARY	68,775.33	39,958.65	69,783.79	98,017.42	108,564.38		
FEBRUARY	73,271.71	63,549.19	112,976.86	102,284.34	150,469.87		
MARCH	79,877.50	81,178.43	104,092.21	99,642.15	88,685.96		
APRIL	54,168.57	51,201.38	83,105.78	117,044.07	142,947.05		
MAY	45,391.56	117,142.50	70,120.42	155,677.22	86,607.84		
JUNE	51,449.73	94,813.67	73,348.19	90,619.63	100,202.40		
JULY	42,197.49	76,691.07	63,309.11	93,190.15	155,042.94		
AUGUST	53,911.53	82,028.64	89,259.01	211,885.73	216,974.72		
SEPTEMBER	62,998.22	79,946.63	109,517.43	121,402.30	138,127.68		
<b>TOTAL</b>	<b>\$ 664,542.96</b>	<b>\$ 832,447.39</b>	<b>\$ 989,207.80</b>	<b>\$ 1,319,843.84</b>	<b>\$ 1,552,820.55</b>	<b>\$ 389,960.08</b>	

Increase  
(Decrease)  
Over Prior  
Year

	5.46%	25.27%	18.83%	33.42%	17.65%
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COLLECTIONS 1998 TO PRESENT: **\$ 13,067,392.22**

OVERALL PERCENTAGE  
GROWTH/(REDUCTION) FOR  
OCTOBER TO PRESENT: **6.78%**





Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>						
Revenue	17,043,890.00	17,043,890.00	791,874.87	1,773,565.11	-15,270,324.89	89.59%
Expense	17,774,520.00	17,779,520.00	876,654.50	2,036,250.79	15,743,269.21	88.55%
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>-730,630.00</b>	<b>-735,630.00</b>	<b>-84,779.63</b>	<b>-262,685.68</b>	<b>472,944.32</b>	<b>64.29%</b>
<b>Fund: 003 - LIBRARY FUND</b>						
Revenue	813,880.00	813,880.00	29,920.69	40,216.97	-773,663.03	95.06%
Expense	898,840.00	898,840.00	50,641.90	150,547.10	748,292.90	83.25%
<b>Fund: 003 - LIBRARY FUND Surplus (Deficit):</b>	<b>-84,960.00</b>	<b>-84,960.00</b>	<b>-20,721.21</b>	<b>-110,330.13</b>	<b>-25,370.13</b>	<b>-29.86%</b>
<b>Fund: 004 - VOLUNTEER FIRE FUND</b>						
Revenue	1,010,070.00	1,010,070.00	129.36	3,039.52	-1,007,030.48	99.70%
Expense	1,345,860.00	1,351,680.00	144,610.91	416,996.20	934,683.80	69.15%
<b>Fund: 004 - VOLUNTEER FIRE FUND Surplus (Deficit):</b>	<b>-335,790.00</b>	<b>-341,610.00</b>	<b>-144,481.55</b>	<b>-413,956.68</b>	<b>-72,346.68</b>	<b>-21.18%</b>
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND</b>						
Revenue	465,000.00	465,000.00	0.00	0.00	-465,000.00	100.00%
Expense	1,239,000.00	1,284,900.00	15,639.00	15,639.00	1,269,261.00	98.78%
<b>Fund: 010 - VEHICLE &amp; EQUIPMENT REPLACEMENT FUND Surplus (Deficit):</b>	<b>-774,000.00</b>	<b>-819,900.00</b>	<b>-15,639.00</b>	<b>-15,639.00</b>	<b>804,261.00</b>	<b>98.09%</b>
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND</b>						
Revenue	1,822,000.00	1,822,000.00	99,326.86	216,113.24	-1,605,886.76	88.14%
Expense	3,575,780.00	3,575,780.00	68,323.66	92,160.60	3,483,619.40	97.42%
<b>Fund: 250 - STORMWATER IMPROVEMENT FUND Surplus (Deficit):</b>	<b>-1,753,780.00</b>	<b>-1,753,780.00</b>	<b>31,003.20</b>	<b>123,952.64</b>	<b>1,877,732.64</b>	<b>107.07%</b>
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND</b>						
Revenue	4,564,150.00	4,564,150.00	183,971.70	392,000.70	-4,172,149.30	91.41%
Expense	6,582,850.00	7,113,560.00	167,904.88	249,540.09	6,864,019.91	96.49%
<b>Fund: 260 - CAPITAL IMPROVEMENT SALES TAX FUND Surplus (Deficit):</b>	<b>-2,018,700.00</b>	<b>-2,549,410.00</b>	<b>16,066.82</b>	<b>142,460.61</b>	<b>2,691,870.61</b>	<b>105.59%</b>
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND</b>						
Revenue	8,305,690.00	8,305,690.00	251,343.63	525,576.52	-7,780,113.48	93.67%
Expense	10,073,530.00	10,568,580.00	617,967.48	737,015.51	9,831,564.49	93.03%
<b>Fund: 261 - TRANSPORTATION SALES TAX FUND Surplus (Deficit):</b>	<b>-1,767,840.00</b>	<b>-2,262,890.00</b>	<b>-366,623.85</b>	<b>-211,438.99</b>	<b>2,051,451.01</b>	<b>90.66%</b>
<b>Fund: 265 - COP FUND</b>						
Revenue	2,117,900.00	2,117,900.00	0.00	0.00	-2,117,900.00	100.00%
Expense	2,167,400.00	2,167,400.00	0.00	0.00	2,167,400.00	100.00%
<b>Fund: 265 - COP FUND Surplus (Deficit):</b>	<b>-49,500.00</b>	<b>-49,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49,500.00</b>	<b>100.00%</b>
<b>Fund: 272 - DOWNTOWN TIF RPA-1</b>						
Revenue	399,400.00	399,400.00	5,294.78	21,723.88	-377,676.12	94.56%
Expense	811,060.00	821,060.00	6,575.21	6,575.21	814,484.79	99.20%
<b>Fund: 272 - DOWNTOWN TIF RPA-1 Surplus (Deficit):</b>	<b>-411,660.00</b>	<b>-421,660.00</b>	<b>-1,280.43</b>	<b>15,148.67</b>	<b>436,808.67</b>	<b>103.59%</b>
<b>Fund: 273 - FRONT &amp; MAIN TIF RPA-3</b>						
Revenue	70,000.00	70,000.00	187.80	387.20	-69,612.80	99.45%
Expense	69,610.00	69,610.00	0.00	0.00	69,610.00	100.00%
<b>Fund: 273 - FRONT &amp; MAIN TIF RPA-3 Surplus (Deficit):</b>	<b>390.00</b>	<b>390.00</b>	<b>187.80</b>	<b>387.20</b>	<b>-2.80</b>	<b>0.72%</b>
<b>Fund: 274 - RHINE RIVER TIF RPA-2</b>						
Revenue	154,200.00	154,200.00	7.01	14.46	-154,185.54	99.99%
Expense	153,520.00	153,520.00	0.00	0.00	153,520.00	100.00%
<b>Fund: 274 - RHINE RIVER TIF RPA-2 Surplus (Deficit):</b>	<b>680.00</b>	<b>680.00</b>	<b>7.01</b>	<b>14.46</b>	<b>-665.54</b>	<b>97.87%</b>
<b>Fund: 400 - WATER FUND</b>						
Revenue	3,271,800.00	3,271,800.00	188,109.05	393,545.51	-2,878,254.49	87.97%
Expense	3,729,080.00	3,919,080.00	448,682.87	580,023.97	3,339,056.03	85.20%
<b>Fund: 400 - WATER FUND Surplus (Deficit):</b>	<b>-457,280.00</b>	<b>-647,280.00</b>	<b>-260,573.82</b>	<b>-186,478.46</b>	<b>460,801.54</b>	<b>71.19%</b>

**Budget Report**

**For Fiscal: 2023-2024 Period Ending: 11/30/2023**

<b>Account Type</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Remaining</b>
<b>Fund: 410 - SEWAGE TREATMENT FUND</b>						
Revenue	3,284,870.00	3,284,870.00	222,157.77	436,500.99	-2,848,369.01	86.71%
Expense	6,189,000.00	6,189,000.00	133,590.29	205,182.02	5,983,817.98	96.68%
<b>Fund: 410 - SEWAGE TREATMENT FUND Surplus (Deficit):</b>	<b>-2,904,130.00</b>	<b>-2,904,130.00</b>	<b>88,567.48</b>	<b>231,318.97</b>	<b>3,135,448.97</b>	<b>107.97%</b>
<b>Fund: 420 - SOLID WASTE FUND</b>						
Revenue	4,109,550.00	4,109,550.00	154,801.26	341,059.92	-3,768,490.08	91.70%
Expense	5,547,700.00	5,547,700.00	240,281.08	405,140.94	5,142,559.06	92.70%
<b>Fund: 420 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>-1,438,150.00</b>	<b>-1,438,150.00</b>	<b>-85,479.82</b>	<b>-64,081.02</b>	<b>1,374,068.98</b>	<b>95.54%</b>
<b>Fund: 810 - PHOENIX CENTER II CID FUND</b>						
Revenue	1,652,810.00	1,652,810.00	46,184.34	105,958.31	-1,546,851.69	93.59%
Expense	1,707,850.00	1,707,850.00	0.00	0.00	1,707,850.00	100.00%
<b>Fund: 810 - PHOENIX CENTER II CID FUND Surplus (Deficit):</b>	<b>-55,040.00</b>	<b>-55,040.00</b>	<b>46,184.34</b>	<b>105,958.31</b>	<b>160,998.31</b>	<b>292.51%</b>
<b>Report Surplus (Deficit):</b>	<b>-12,780,390.00</b>	<b>-14,062,870.00</b>	<b>-797,562.66</b>	<b>-645,369.10</b>	<b>13,417,500.90</b>	<b>95.41%</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-730,630.00	-735,630.00	-84,779.63	-262,685.68	472,944.32
003 - LIBRARY FUND	-84,960.00	-84,960.00	-20,721.21	-110,330.13	-25,370.13
004 - VOLUNTEER FIRE FUND	-335,790.00	-341,610.00	-144,481.55	-413,956.68	-72,346.68
010 - VEHICLE & EQUIPMENT REP	-774,000.00	-819,900.00	-15,639.00	-15,639.00	804,261.00
250 - STORMWATER IMPROVEME	-1,753,780.00	-1,753,780.00	31,003.20	123,952.64	1,877,732.64
260 - CAPITAL IMPROVEMENT SAI	-2,018,700.00	-2,549,410.00	16,066.82	142,460.61	2,691,870.61
261 - TRANSPORTATION SALES TA	-1,767,840.00	-2,262,890.00	-366,623.85	-211,438.99	2,051,451.01
265 - COP FUND	-49,500.00	-49,500.00	0.00	0.00	49,500.00
272 - DOWNTOWN TIF RPA-1	-411,660.00	-421,660.00	-1,280.43	15,148.67	436,808.67
273 - FRONT & MAIN TIF RPA-3	390.00	390.00	187.80	387.20	-2.80
274 - RHINE RIVER TIF RPA-2	680.00	680.00	7.01	14.46	-665.54
400 - WATER FUND	-457,280.00	-647,280.00	-260,573.82	-186,478.46	460,801.54
410 - SEWAGE TREATMENT FUND	-2,904,130.00	-2,904,130.00	88,567.48	231,318.97	3,135,448.97
420 - SOLID WASTE FUND	-1,438,150.00	-1,438,150.00	-85,479.82	-64,081.02	1,374,068.98
810 - PHOENIX CENTER II CID FUN	-55,040.00	-55,040.00	46,184.34	105,958.31	160,998.31
<b>Report Surplus (Deficit):</b>	<b>-12,780,390.00</b>	<b>-14,062,870.00</b>	<b>-797,562.66</b>	<b>-645,369.10</b>	<b>13,417,500.90</b>



# RECYCLE

## Beyond the bag



Recycle your household plastic bags & wrap into Trex's Earth-friendly composite bench.



### From your pantry

- Ziplock & other reclosable bags
- Cereal box liners
- Case overwrap (from water/soda bottle cases)
- Bread bags

### From your front door

- Newspaper sleeves
- Dry cleaning bags
- Bubble wrap
- Plastic e-commerce mailers

### From the store

- Produce bags
- Store bags
- Ice bags

### Recycle Box Locations

- Washington Public Library
- Washington City Hall
- First State Community Bank
  - Starting the 2nd week of January
  - 1801 Bedford Center Drive



The Washington Parks & Recreation Commission is sponsoring the NextTrex Recycling Challenge. After 1,000 lbs of plastic is donated, the City will receive a high-performance composite bench.



**PARKS & RECREATION**  
CITY OF WASHINGTON

For questions, call the Parks & Recreation Department at (636) 390-1080, or email [parks@washmo.gov](mailto:parks@washmo.gov)

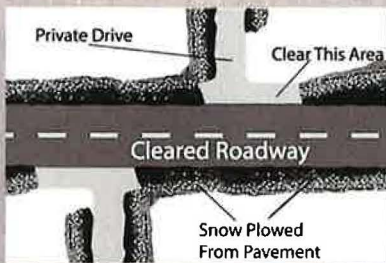


# WINTER SNOW REMOVAL

## 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!*

## Driving

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**



**WASHMO.GOV**