

**NOTICE OF OPEN MEETING**  
**A G E N D A**  
**COUNCIL MEETING**  
**City of Moberly**  
**City Council Room – Moberly City Hall**  
**101 West Reed Street**  
**June 29, 2023**  
**6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

**1.** Approval Of The City Council Meeting Minutes For June 19, 2023.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

**Public Hearing and Receipt of Bids**

**2.** Receipt Of Bids And Acceptance Of Bid From ECaTS For 911 Call Reports.

**3.** Receipt Of Bids To Replace Police Department Body Worn Cameras.

**4.** Receipt Of Bids To Replace Police Department In-Car Cameras.

**Consent Agenda**

**5.** A Resolution Authorizing The City Manager To Execute A Sales Terms And Conditions Agreement With Axon Enterprise, Inc., For The Purchase Of Police Body Worn Cameras And Support.

**6.** A Resolution Authorizing The City Manager To Execute A Sales Agreement With Axon Enterprise, Inc., For The Purchase Of Police Vehicle In-Car Cameras.

**7.** A Resolution Authorizing Single Source Purchase From Wireless USA For Installation Of Fiber Optic Phone Lines.

**8.** A Resolution Approving And Authorizing The City Manager To Execute A Purchase Agreement With Intrado Life & Safety Solutions Corporation For Ecats911 Equipment.

**9.** A Resolution Approving A Contract Between The City Of Moberly And Mark Twain Regional Council Of Governments For Professional Administrative Services For The Fennel Community Revitalization Grant, The Industrial Site Grant And The Wabash Height Grant Projects.

**Ordinances & Resolutions**

**10.** An Ordinance Authorizing And Approving An Amendment To The Budget For The City Of Moberly Missouri Previously Adopted For The Fiscal Year July 1, 2022 To June 30, 2023.

**11.** An Ordinance Authorizing And Approving The Budget For The City Of Moberly, Missouri For The Fiscal Year July 1, 2023 To June 30, 2024.

**12.** An Ordinance Amending Sections 40-800 And 40-802 Relating To Recreational Off-Highway Vehicles And Golf Carts.

**13.** A Resolution Ratifying The Execution Of Professional Services Task Order #80 With McClure Engineering Co.

**14.** A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Enter Into An Agreement With Vendor Registry For Vendor, Bid, And Contract Management Software.

- [15.](#) A Resolution Appointing Matthew Douglass As City Treasurer And Accepting The Appointment By The City Manager Of Matthew Douglass As City Collector.
- [16.](#) A Resolution Accepting The Emergency Purchase Of Three Police Vehicles In The Total Amount Of \$107,508.00 From Moberly Motors.
- [17.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Anything Else to Come Before the Council**

- [18.](#) Appoint three members on the Planning and Zoning Commission.
- [19.](#) Consideration For Approval Of A New And Renewal Liquor Applications.
- 20. Consideration Of A Motion To Adjourn To A Work Session

**Adjournment**

We invite you to attend virtually by viewing it live on the City of Moberly Facebook page. A link to the City's Channel can be found on our website's main page at [www.cityofmoberly.com](http://www.cityofmoberly.com). The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.





**MINUTES OF THE  
CITY OF MOBERLY, MISSOURI  
CITY COUNCIL MEETING  
June 19, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

All stood and recited the pledge of allegiance led by Mayor Brubaker.

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, Austin Kyser and John Kimmons.

A motion was made by Kimmons and seconded by Kyser to approve the agenda. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Kyser and seconded by Kimmons to approve the minutes of the June 5, and June 7, 2023, Council meetings as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A request was made by Shannon Sehnert with The Prevail Gym to host a 5K run on September 9, 2023. The race would begin at 100 W Lee Street. Runners will go north on Sturgeon Street to Wightman Street, then use the sidewalk to the pedestrian bridge and continue north to Reed Street, turning west on Reed Street, to Johnson Street. They will cross over to Adams Street and continue to Hagood Street and continue west on Reed Street to Brinkerhoff Street turning north on Brinkerhoff Street to Coates Street, east on Coates Street to Sturgeon Street, south on Sturgeon Street to Depot Park, crossing Rollins Street on pedestrian bridge, and continue on the sidewalk back to Wightman Street and continue south on Sturgeon Street to Lee Street, west on Lee Street to South Williams Street, using the bike lane to travel south to McKinsey Street, east on McKinsey Street to Sturgeon Street, north on Sturgeon Street and end at 100 W Lee Street. The run is expected to begin at 7:00 a.m. and anticipated to end 8:15 a.m. with approximately 50 participants plus volunteers. The Prevail Gym additionally requests closure of Sturgeon Street from McKinsey Street to Wightman Street from 6:30 a.m. to 8:30 a.m. A motion was made by Jeffrey and seconded by Lucas to approve the request. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Attorney, Randall Thompson.

Kimmons made a motion for City Attorney, Randall Thompson, to read the Consent Agenda. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

**Bill No. R1470: “A RESOLUTION RATIFYING THE CONTRACT PROPOSAL OF ACE PIPE CLEANING, INC., TO CLEAN A SEWER MAIN IN EASTERN MOBERLY”**

**Bill No. R1471: “A RESOLUTION ACCEPTING A PERMANENT WATER AND SEWER LINE EASEMENT FROM THE LEAVENE FAMILY REVOCABLE TRUST”**

**Bill No. R1472: “A RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE FLOORING FOR THE PUBLIC UTILITIES DEPARTMENT”**

**Bill No. R1473 “A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH R. & L. BOONE CONSTRUCTION COMPANY FOR THE MOBERLY DETENTION BASIN CONSTRUCTION PROJECT”**

**Bill No. R1474 “A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO MIKE AND MELISSA ANDERSON TO CONSTRUCT A PET CARE FACILITY”**

**Bill No. R1475: “A RESOLUTION PERMITTING RELOCATION OF MANUFACTURED HOMES IN EXCESS OF TEN YEARS OF AGE”**

**Bill No. R1476: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPERVISED WORK RELEASE PROGRAM AGREEMENT”**

**Bill No. R1477: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 20 WITH BARTLETT & WEST, INC., SUPPLEMENTING A MASTER AGREEMENT DATED MARCH 3, 2020, TO PROVIDE ENGINEERING SERVICES FOR THE WABASH HEIGHTS ARPA GRANT PROJECT”**

**Bill No. R1478: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ZAMKUS AND ASSOCIATES FOR GOVERNMENTAL CONSULTING SERVICES”**

**Bill No. R1479: “A RESOLUTION APPROVING GRANT FUNDING TO AREA CIVIC AND CHARITABLE ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL SERVICE AGREEMENTS WITH AREA CIVIC AND CHARITABLE ORGANIZATIONS”**

**Bill No. R1480: “A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH L & J DEVELOPMENT, INC., FOR AMPHITHEATRE IMPROVEMENTS”**

The Resolution Bills having previously been made available for public inspection were read by title one time. A motion was made by Kyser and seconded by Kimmons to adopt the Resolutions. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS”** and moved that the bill be read two times by title for passage. Jeffrey seconded

the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced “**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JUNE 2, 2023 AND JUNE 15, 2023, IN THE AMOUNT OF \$527,269.72**” and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Kyser to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from various departments.

The following new and renewal liquor applications were submitted for approval:

**7th Heaven Convenience Enterprises, LLC**, 1100 N Morley St, Moberly, MO 65270, submitted by Muazam Shafiq. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Aldi Inc. #82**, 400 E Highway 24, Moberly, MO 65270, submitted by Rob Jeffries. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Bean of Moberly, LLC**, 118 W Reed St, Moberly, MO 65270, submitted by Jerry Swartz. Retail sale of all kinds of intoxicating liquor by drink, including package sales.

**(New Owner) Case N Keg**, 1802 S Morley St, Moberly, MO 65270, submitted by Robert Gillenwater. Retail intoxicating liquor in excess of 5% alcohol, by package only; retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales; wine and malt beverages, permit to allow tasting on premises-limitations – MO Statutes 311.294; and annual caterer’s license – Moberly Ordinance 9529.

**Casey’s General Store #1121**, 1222 Hurley St, Moberly, MO 65270, submitted by Henry Downen III. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Casey’s General Store #2003**, 326 S Morley St, Moberly, MO 65270, submitted by Henry Downen III. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Fiesta Bar & Grill**, 104 W Wightman St, Moberly, MO 65270, submitted by Victoria Lopez. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

**Moberly Moose Lodge**, 2050 N Morley St, Moberly, MO 65270, submitted by Kevin Alferman. Retail sale of all kinds of intoxicating liquor by drink, including package sales.

**Pizza Hut**, 1311 Hwy 24 East, Moberly, MO 65270, submitted by Nacoma Scherry. Retail malt liquor not in excess of 5% alcohol and wine by drink (No Sunday sales).

**West Side Bar & Grill**, 618 Concannon Street, Moberly, MO 65270, submitted by Farris Haque. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar)

A motion was made by Jeffrey and seconded by Kyser to grant the licenses subject to investigation. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none

Mayor Brubaker nominated Sarah Graff and Mark Fischer to be appointed to the Moberly Tourism Advisory Commission. Sarah Graff will replace Candace Rodman as the Moberly Chamber of Commerce Representative and Mark Fischer will replace Gina Fowler. A motion was made by Kyser and seconded by Lucas to appoint Sarah Graff and Mark Fischer to the Tourism Advisory Commission. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker nominated Bill Stuart and Dennis Snodgrass to be reappointed to the Airport Advisory Board. A motion was made by Kyser and seconded by Kimmons to reappoint Bill Stuart and Dennis Snodgrass to the Airport Advisory Board. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Eric Viccaro, Moberly Monitor Index, was present from the Media.

A motion was made by Kyser and seconded by Kimmons to adjourn to a work session followed by a closed session to discuss the status of legal actions and a negotiated contract. (Closed Statute 610.021)(1,12). Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A closed session was held.

Mayor Brubaker reopened the meeting.

A motion was made by Kyser and seconded by Jeffrey to adjourn. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

### **Work Session**

#### The Following Was Discussed At The Work Session:

Receipt Of Bids To Replace Police Department Body Worn Cameras.

Receipt Of Bids To Replace Police Department In-Car Cameras.

A Proposal From The Moberly Police Department To Approve A Single Source Purchase From Wireless USA.

A Resolution Approving Purchase of ECATS MIS And Text To 911 Reporting Programs And Software.

Consideration For Appointments Of Three (3) Members To The Planning And Zoning Commission. *A motion was made by Jeffrey and seconded by Kyser to move forward with David Byland, Mike Skubik and Salim “Sam” Tadrus at the June 29, 2023, Council Meeting. Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.*

Review Of A Request For Proposals For Professional Administration Services For The Fennel Complex, Industrial Park And Wabash Heights Grant Projects.

DRAFT

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** Receipt Of Bids And Acceptance Of Bid From ECaTS For 911 Call Reports.

**Summary:** When the new Zetron 911 computers were purchased and installed from A&W Communications, we lost access to a large portion of our 911 call data and reports. A&W was asked where we could find these reports, and learned they were not available on the system we purchased. We would need to purchase Zetron MAX MIS to obtain the reports we wanted. They provided a bid for those, but it appears what they have available is not what we want, the ability to know from where 911 calls, both in-line and cellular originate from, and who those calls are transferred to, both 911 and administrative transfers. Our consultant Stacen Gross located ECaTS, which is able to deliver all the 911 reports we want plus many more. ECaTS goes well beyond the capabilities of Zetron and based on our current experience with Zetron and A&W Communications, we are not interested in utilizing a system they rarely propose for sale and seem to know very little about it. Below is the cost for each over three years.

	Zetron MAX MIS	ECATS MIS & Text
<b>Year 1</b>	\$12,910.00	\$10,855.20
<b>Year 2</b>	\$0	\$4,555.20
<b>Year 3</b>	\$0	\$4,555.20
<b>Total Cost</b>	\$12,910.00	\$19,965.60

**Recommended Action** Accept these bids.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye**

**Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

**Company Name: Intrado Life & Safety Solutions Corporation**

## **MIS and Text to 911 Reporting**

*for*

**Moberly Police Dept., MO**

(DIRECT)

**Quote Number: 73733**

**Version: 1**

**June 08, 2023**

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

## Summary All Sites

Item

Price

#2.

MIS Reporting	\$19,965.60
Text to 911	\$2,624.00

<b>Total:</b>	<b>\$22,589.60</b>
---------------	--------------------



## Summary - MIS Reporting

#2.

Item	Price
Systems	\$3,400.00
Services	\$2,900.00
Recurring Services	\$13,665.60
<hr/>	
<b>Total:</b>	<b>\$19,965.60</b>

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$3,400.00	\$2,900.00	\$4,555.20		\$10,855.20
Year 2			\$4,555.20		\$4,555.20
Year 3			\$4,555.20		\$4,555.20
<b>Totals</b>	<b>\$3,400.00</b>	<b>\$2,900.00</b>	<b>\$13,665.60</b>		<b>\$19,965.60</b>

Site: MIS Reporting

Item#	Description	Qty	List Price	Selling Price	Total
<b>ECATS Setup Fees</b>					
DC-LNX/1	Data Collector for Standard Deployments	1	\$3,400.00	\$3,400.00	\$3,400.00
				<b>Subtotal</b>	<b>\$3,400.00</b>
<b>ECATS Professional Services</b>					
DC-STAGE	Data Collector Staging	1	\$500.00	\$500.00	\$500.00
ES-SA	Post-Cutover Setup - Host/Remote Configurations	1	\$2,000.00	\$2,000.00	\$2,000.00
ES-TRN	Training - Host/Remote Configurations	1	\$400.00	\$400.00	\$400.00
				<b>Subtotal</b>	<b>\$2,900.00</b>
<b>ECATS Recurring Fees</b>					
ES-T3-MIS	MIS Data Services - Tier 3 : 50K - <250K (5-9 Pos) - Year 1	12	\$379.60	\$379.60	\$4,555.20
ES-T3-MIS	MIS Data Services - Tier 3 : 50K - <250K (5-9 Pos) - Year 2	12	\$379.60	\$379.60	\$4,555.20
ES-T3-MIS	MIS Data Services - Tier 3 : 50K - <250K (5-9 Pos) - Year 3	12	\$379.60	\$379.60	\$4,555.20
				<b>Subtotal</b>	<b>\$13,665.60</b>
				<b>Total</b>	<b>\$19,965.60</b>

## Summary - Text to 911

#2.

Item	Price
Services	\$500.00
Recurring Services	\$2,124.00
<hr/>	
<b>Total:</b>	<b>\$2,624.00</b>

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1		\$500.00	\$708.00		\$1,208.00
Year 2			\$708.00		\$708.00
Year 3			\$708.00		\$708.00
<b>Totals</b>		<b>\$500.00</b>	<b>\$2,124.00</b>		<b>\$2,624.00</b>

Site: Text to 911

Item#	Description	Qty	List Price	Selling Price	Total
<b>ECATS Professional Services</b>					
T9-SETUP	Text-to-911 Reports Setup	1	\$400.00	\$400.00	\$400.00
T9-TRN	TXT29-1-1 - Training	1	\$100.00	\$100.00	\$100.00
				<b>Subtotal</b>	<b>\$500.00</b>
<b>ECATS Recurring Fees</b>					
T9-SERVICE	TXT29-1-1 - Monthly Service Fee - Year 1	12	\$59.00	\$59.00	\$708.00
T9-SERVICE	TXT29-1-1 - Monthly Service Fee - Year 2	12	\$59.00	\$59.00	\$708.00
T9-SERVICE	TXT29-1-1 - Monthly Service Fee - Year 3	12	\$59.00	\$59.00	\$708.00
				<b>Subtotal</b>	<b>\$2,124.00</b>
				<b>Total</b>	<b>\$2,624.00</b>

**1** **ECaTS**

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

ECaTs services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

## Terms

#2.

<b>VENDOR NAME</b>	<b>Intrado Life &amp; Safety Solutions Corporation</b> Include quote number on P.O.
<b>SUBMIT P.O.</b>	erd-ordermanagementteam@intrado.com
<b>PRICING</b>	All prices are in USD
<b>INVOICING</b>	Per Contract
<b>DELIVERY VALIDITY</b>	TBD <b>Quote expires on December 05, 2023.</b>
<b>COPYRIGHT</b>	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation.

## Revision History

#2.

Revision Level	Proposal Writer	Notes	Date Revised
----------------	-----------------	-------	--------------

## Optional Signature Page

#2.

Customer can purchase the products and services in this Quote by:

- Issuing a purchase order for the Total Amount of the quote
- OR
- By signing below

Intrado Quote Number: 73733    Version: 1    Date Issued: June 08, 2023

Total Purchase Amount (Not including Optional Products or Services): \$22,589.60

Please check one: Bill the Total Amount Upfront: \_\_\_\_\_ Bill Annually: \_\_\_\_\_

**ACCEPTED AND AGREED:**

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Moberly Police Dept., MO

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

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

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

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

**By signing above, Customer acknowledges and agrees with the terms of the box checked below:**

\_\_\_\_\_ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

X A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.









## MIS Reporting by ECaTS

### Leverage intuitive MIS reports to track 911 performance

#### Make sense of your 911 data

With an increasing number of 911 calls originating from wireless devices, it is more critical than ever to spot call routing issues and errors. Wireless Routing Analysis (WRA) by ECaTS helps you assess whether cell sectors have been configured to accurately route 911 calls within a jurisdiction, including regions with NG911-enabled public safety answering points (PSAPs).

#### Monitor day-to-day operations

Analyze overall performance at jurisdictional, county or state levels with standard MIS reports:

- Agent Ring Time
- Agent Speed of Answer
- Average Call Duration
- Call Detail Records
- Call Summary
- Call Transfer
- Call Transfer Count
- Calls by Agent
- Calls by Circuit
- Calls per Hour
- Calls per Hour by Day of Week
- Circuit Utilization
- Class of Service
- Initial Station Total Calls
- Last 12 Months Answer Time
- Last 12 Months Ring Time
- PSAP Answer Time
- PSAP Ring Time
- Top ANI Report
- Top Busiest Hours
- Top ESN Report
- Top PSAP Metrics

#### Identify critical issues earlier

- 10-digit Emergency Summary
- Daily Outage
- Day-in-review Email
- Speed of Answer
- Trunk Group Utilization
- Wireless Call Sector
- Unparsed Data

Let's save more lives together.

Connect with us to customize a reporting and analyzing solution that meets your unique requirements.

Online: [ecats911.com](http://ecats911.com)

Email: [info@ecats911.com](mailto:info@ecats911.com)

Phone: 1-855-333-0826

#### Ask about our other reporting tools:

- Real-time PSAP monitoring
- Staffing forecast
- Wireless Routing Analysis
- Text-to-911
- i3 Logger (ESInet)



## With ECaTS, you can:

- Make smarter decisions with real insights
- Plan better budgets using the right data
- Justify funding with facts and statistics
- Identify and respond to incidents faster
- Staff your PSAP using trusted models
- Improve PSAP operations and performance
- Spot trends and solve problems faster

## Why ECaTS?

- Flexible 911 reporting and analytics tool
- Intuitive and customizable
- Relentless customer service and support
- Extremely secure and highly-available web interface
- Trusted by more than 2000 agencies
- Seamless integration with leading providers

## About ECaTS

We're as passionate about public safety and saving lives as you are. That's why the ECaTS team works hand-in-hand with our customers as we develop, manage and optimize every facet of our reporting and analytics solutions. Our business is 100% dedicated to emergency call tracking and reporting so that you make decisions that lead to improved emergency response and, ultimately, more saved lives.

For more information, please call **1-855-333-0826**, email [info@ecats911.com](mailto:info@ecats911.com) or visit [ecats911.com](https://ecats911.com)

# ECaTS



## Text-to-911 Reporting by ECaTS

### Measure and monitor text and SMS

#### Track results and improve response

Just as with 911 voice calls, accepting text-to-911 messages at your agency requires careful monitoring of volumes, answer times, response times, and more. With ECaTS' Text-to-911 Reporting, you can gain insights into the effectiveness of your program. You can make decisions about how best to respond to emergency texts from your community.

#### Analyze key text-to-911 stats

Text-to-911 Reporting helps you identify periods of high text volume and monitor response times by session and message. You can easily review text transcripts and investigate incidents of misuse of the 911 system. These tools can also provide insight into the adoption and use of text-to-911 within your community for educational purposes and community outreach.

#### Simple and intuitive

Text-to-911 Reporting includes:

- Busiest Hours – Incoming Sessions
- Busiest Hours – Incoming Messages
- Speed of Answer
- Speed of Response
- Average Session Duration
- Average Messages per Session
- Number of SMS-to-TTY Sessions
- Messages per Hour per Carrier
- Text Transcript

#### CPE-agnostic

ECaTS' solutions are compatible with all leading CPE platforms. Better yet, our tools can capture data from disparate CPE systems across your entire enterprise, and aggregate and consolidate the information.

Let's save more lives together.

Connect with us to customize a reporting and analyzing solution that meets your unique requirements.

Online: [ecats911.com](http://ecats911.com)

Email: [info@ecats911.com](mailto:info@ecats911.com)

Phone: 1-855-333-0826

#### Ask about our other reporting tools:

- Real-time PSAP monitoring
- Wireless Routing Analysis
- Text-to-911
- i3 Logger (ESInet)
- MIS

## Ongoing customer service and support

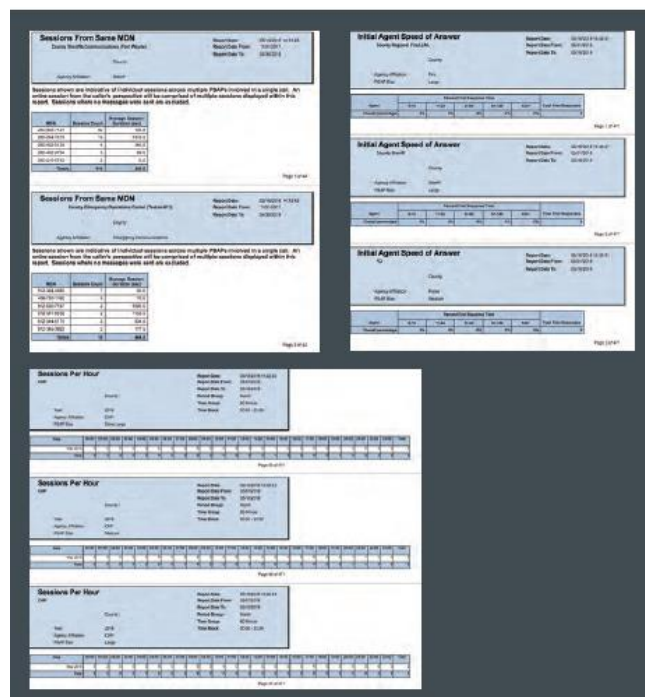
ECaTS' unlimited phone support, data request assistance and educational webinars are unique within the industry. Our customer team makes sure you're leveraging our tools to their fullest capabilities while ensuring you have the ad hoc scheduled reports you need to understand every facet of your agency's operations.

### With ECaTS, you can:

- Make smarter decisions with real insights
- Plan better budgets using the right data
- Justify funding with facts and statistics
- Identify and respond to incidents faster
- Staff your PSAP using trusted models
- Improve PSAP operations and performance
- Spot trends and solve problems faster

### Why ECaTS?

- Flexible 911 reporting and analytics tool
- Intuitive and customizable
- Relentless customer service and support
- Extremely secure and highly-available web interface
- Trusted by more than 2000 agencies
- Seamless integration with leading providers



## About ECaTS

We're as passionate about public safety and saving lives as you are. That's why the ECaTS team works hand-in-hand with our customers as we develop, manage and optimize every facet of our reporting and analytics solutions. Our business is 100% dedicated to emergency call tracking and reporting so that you make decisions that lead to improved emergency response and, ultimately, more saved lives.

For more information, please call [1-855-333-0826](tel:1-855-333-0826), email [info@ecats911.com](mailto:info@ecats911.com) or visit [ecats911.com](http://ecats911.com)

# ECaTS

**A&W Communications, Inc.**

100 N. Main Street  
P O Box 66  
EOLIA, MO 63344

Voice: 800-530-5763

Fax: 573-485-2350

# QUOTATION

#2.

Quote Number: 11609

Quote Date: Apr 26, 2023

Page: 1

**Quoted To:**

TREASURER, STATE OF MISSOURI

Customer ID	Good Thru	Payment Terms	Sales Rep
MO DEPT OF REVENUE	5/26/23	Net 30 Days	OWENBY2

Quantity	Item	Description	Unit Price	Amount
1.00	ZET-9050546	MAX CALL TAKING MANAGEMENT INFORMATION SYSTEM SOFTWARE WORKSTATION BUNDLE	9,020.00	9,020.00
3.00	ZET-XMP-0343-MIS	MAX-PSP MANAGEMENT INFORMATION SYSTEM	975.00	2,925.00
1.00	MISC	HEADLESS DISPLAYPORT ADAPTER	15.00	15.00
1.00	LABOR	LABOR TO INSTALL AND CONFIGURE MIS SERVER	950.00	950.00
			Subtotal	12,910.00
			Sales Tax	
			<b>TOTAL</b>	<b>12,910.00</b>



# Zetron's MAX Call-Taking MIS

MAX Call-Taking MIS augments the MAX Call-Taking platform by providing a means for doing call analysis and producing reports based on Call Data Records (CDRs) passed to the MAX Call-Taking MIS logger by the Call-Taking Core and stored in the MAX Call-Taking MIS Database. MAX Call-Taking MIS allows you to run canned reports, create ad-hoc reports, and export and share reports.



**ZETRON®**

# MAX Call-Taking MIS

Features/Reports	Description
One-time Charge for Software	Upfront cost for software.
One-time Charge for Server	Upfront cost for server. Windows 7-based PC.
Meets NENA Requirements	Meets NENA Management Information system requirements.
Secured Access	Individual user IDs and passwords.
Pre-Configured Canned Reports	Industry-standard reports based on NENA04-001 and common requirements.
Graphical Report Output	Graphical report output support, including line, bar, or pie graphs.
Management Reports	Reports catered towards the PSAP manager and their daily data needs.
Ad-Hoc Reports	Custom report creation.
Sharing Reports	Share reports and report results with others via email.
Unparsed Data Report	Provides a raw CDR data dump.
Existing DB Data Migration	Option to take existing MAX Call-Taking system data and migrate it. This is only for existing MAX Call-Taking Customers who wish to carry forward existing call data.
Call Summary Report	Provides a report for all trunks, 10-digit emergency lines, and admin calls. Displays a summary of total calls for each day of the month.
Average Call Duration	Provides a report for calls by hour, with average time in seconds.
Calls by Circuit Report	Provides a report of all calls coming through each line over a specific time-frame.
Circuit Utilization Report	Provides a report of when one or more circuits in each trunk group are utilized simultaneously.
Operator Answer Time Report	Provides a report of the operator's answer time.
PSAP Call Taker Ring Time Report	Provides a report of ring-to-answer time.
Class of Service Report	Provides a report with counts of calls based on the class of service from the ALI record.
Call Sector Report	Provides a report of the number of calls by call sector.
Call Taker Report	Provides a summary of call taker statistics for a given time span.

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** Receipt of bids to replace Police Department Body Worn Cameras

**Summary:** The current agreement with AXON Body Worn Cameras expires in September of 2023 and a new agreement is needed. Bids were received, AXON bid a 10-year agreement at \$32,278.53 per year, Lenslock Inc a 5-year agreement at \$23,464.00 per year and Motorola a 5-year agreement, first year \$45,033 subsequent years \$27,810. All three provide video storage, camera mounts and replacement cameras and upgrades. We currently utilize AXON for our body worn camera and have been completely satisfied with the cameras, the storage and service.

**Recommended**

**Action:** Accept these bids.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

**ATTACHMENTS:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye**

**Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Brubaker**

**Council Member**

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kyser**

Passed Failed



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-456002-45056.770

#3.

Issued: 05/10/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 486467

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-300 N Clark St  300 N Clark St Moberly, MO 65270-1520 USA	Moberly Police Dept. - MO  300 N Clark St Moberly, MO 65270-1520 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner  Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Troy Link  Phone: (660) 263-0346 Email: tlink@moberlypd.com Fax:

## Quote Summary

Program Length	120 Months
<b>TOTAL COST</b>	<b>\$322,785.25</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$322,785.25</b>

## Discount Summary

Average Savings Per Year	\$7,202.47
<b>TOTAL SAVINGS</b>	<b>\$72,024.65</b>

## Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$32,278.53	\$0.00	\$32,278.53
Aug 2024	\$32,278.53	\$0.00	\$32,278.53
Aug 2025	\$32,278.53	\$0.00	\$32,278.53
Aug 2026	\$32,278.53	\$0.00	\$32,278.53
Aug 2027	\$32,278.53	\$0.00	\$32,278.53
Aug 2028	\$32,278.53	\$0.00	\$32,278.53
Aug 2029	\$32,278.53	\$0.00	\$32,278.53
Aug 2030	\$32,278.53	\$0.00	\$32,278.53
Aug 2031	\$32,278.53	\$0.00	\$32,278.53
Aug 2032	\$32,278.48	\$0.00	\$32,278.48
<b>Total</b>	<b>\$322,785.25</b>	<b>\$0.00</b>	<b>\$322,785.25</b>

Quote Unbundled Price:  
 Quote List Price:  
 Quote Subtotal:

\$394,8 #3.  
 \$374,801.10  
 \$322,785.25

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	120	\$75.10	\$38.42	\$38.42	\$13,831.20	\$0.00	\$13,831.20
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	120	\$37.91	\$36.02	\$36.02	\$129,672.00	\$0.00	\$129,672.00
<b>A la Carte Hardware</b>									
H00001	AB4 Camera Bundle	30			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	120		\$0.67	\$0.55	\$81,950.00	\$0.00	\$81,950.00
73449	RESPOND DEVICE LICENSE	29	120		\$5.00	\$5.00	\$17,400.00	\$0.00	\$17,400.00
BasicLicense	Basic License Bundle	24	120		\$18.84	\$18.00	\$51,840.00	\$0.00	\$51,840.00
ProLicense	Pro License Bundle	5	120		\$47.92	\$46.82	\$28,092.05	\$0.00	\$28,092.05
<b>Total</b>							<b>\$322,785.25</b>	<b>\$0.00</b>	<b>\$322,785.25</b>

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA	30	08/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	1	08/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB3 OR FLEX 2	33	08/15/2023
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	33	08/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	08/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	08/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	08/15/2023
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	02/15/2026
Body Worn Camera TAP 10 Year Bundle	73309	AXON CAMERA REFRESH ONE	30	02/15/2026
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	08/15/2028
Body Worn Camera TAP 10 Year Bundle	73310	AXON CAMERA REFRESH TWO	30	08/15/2028
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	MULTI-BAY BWC DOCK 3RD REFRESH	3	02/15/2031
Body Worn Camera TAP 10 Year Bundle	73345	AXON CAMERA REFRESH THREE	30	02/15/2031
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	MULTI-BAY BWC DOCK 4TH REFRESH	3	08/15/2033
Body Worn Camera TAP 10 Year Bundle	73346	AXON CAMERA REFRESH FOUR	30	08/15/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	24	09/15/2023	09/14/2033
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	24	09/15/2023	09/14/2033
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	09/15/2023	09/14/2033
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	09/15/2023	09/14/2033
A la Carte	73449	RESPOND DEVICE LICENSE	29	09/15/2023	09/14/2033
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	09/15/2023	09/14/2033

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	30	09/15/2023	09/14/2033
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	09/15/2023	09/14/2033
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	08/15/2024	09/14/2033

## Payment Details

#3.

### Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 1	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 1	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

### Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 2	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 2	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

### Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 3	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 3	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

### Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 4	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20



**Aug 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 5	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 5	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 6	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 6	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 6	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 6	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 6	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2029**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 7	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 7	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 7	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 7	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 7	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00



**Aug 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 8	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 8	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 8	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 8	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2031**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 9	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 9	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 9	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 9	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 9	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2032**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 10	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 10	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 10	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 10	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 10	ProLicense	Pro License Bundle	5	\$2,809.16	\$0.00	\$2,809.16
<b>Total</b>				<b>\$32,278.48</b>	<b>\$0.00</b>	<b>\$32,278.48</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

#3.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

5/10/2023





## MOBERLY POLICE DEPARTMENT

(7) M500, (27) V700 VaaS

05/08/2023



## Budgetary

QUOTE-2157114  
(7) M500, (27) V700 VaaS

Billing Address:  
MOBERLY POLICE  
DEPARTMENT  
300 N CLARK ST  
MOBERLY, MO 65270  
US

Quote Date:05/08/2023  
Expiration Date:08/06/2023  
Quote Created By:  
Cristian Rodriguez  
Cristian.Rodriguez@  
motorolasolutions.com  
469-525-8781

End Customer:  
MOBERLY POLICE DEPARTMENT  
Troy Link  
tlink@moberlypd.com  
6602630346

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	7	5 YEAR	\$13,500.00	\$94,500.00	
2	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	
3	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CO NFIG	1		\$5,000.00	\$5,000.00	
4	WGB-0178AAS	VIDEO EQUIPMENT,V300 USB DESKTOP DOCK VAAS (\$4 PER MON)	3		Included	Included	
5	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	7		Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580



## Budgetary

QUOTE-2157114  
(7) M500, (27) V700 VaaS

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	AAS-BWC-USB-DOC	V300 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	3	5 YEAR	\$240.00	\$720.00	
7	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO- AS-A-SERVICE (\$30 PER MON)	2	5 YEAR	\$1,800.00	\$3,600.00	
8	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	7		Included	Included	3 YEAR
9	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	3		Included	Included	
10	WGW00502	M500 EXTENDED WARRANTY	7	5 YEAR	Included	Included	
11	WGA00428-103	CONFIGWIRLESKIT MTIK802.11AC,POE,5GHZ ANT	7		Included	Included	
12	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	7		Included	Included	
13	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	7	5 YEAR	Included	Included	
14	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	7	5 YEAR	Included	Included	
15	WGW00300-003	V300 NO FAULT WRRANTY	7	5 YEAR	Included	Included	
16	WGB-0153A	MIKROTIK WIFI KIT SECTOR AP	1		\$250.00	\$250.00	
17	WGP02614	V300, BATT, 3.8V, 4180MAH	27		\$99.00	\$2,673.00	

Video as a Service



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580





# Budgetary

QUOTE-2157114  
(7) M500, (27) V700 VaaS

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
18	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	20	5 YEAR	\$4,140.00	\$82,800.00	
19	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	20		Included	Included	3 YEAR
20	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	20	5 YEAR	Included	Included	
21	WGW00300-003	V300 NO FAULT WRRANTY	20	5 YEAR	Included	Included	
	Vigilant						
22	TT4149A	INVESTIGATIVE DATA PLATFORM - ANNUAL SUBSCRIPTION FOR UP TO 25 SWORN - STATE AND LOCAL	1		\$4,250.00	\$4,250.00	
23	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$500.00	\$500.00	
24	DDN3421A	M500 BASIC ALPR VAAS	7		\$516.00	\$3,612.00	
	CommandCentral Evidence						
25	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
26	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	5	5 YEAR	\$0.00	\$0.00	
27	SSV00S02601A	(5) COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$11,700.00	\$11,700.00	
28	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	
29	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580



## Budgetary

QUOTE-2157114  
(7) M500, (27) V700 VaaS

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
30	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	
31	SSV00S02783A	COMMANDCENTRAL STORAGE GB*	3000	5 YEAR	\$3.75	\$11,250.00	
32	SSV00S02782A	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	

**Grand Total** **\$220,855.00(USD)**

### Pricing Metric :

Price is indicative of the following -  
# of Named Users for CommandCentral Evidence - 5

### Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$57,199.00	\$0.00
Year 2 Subscription Fee	\$40,914.00	\$0.00
Year 3 Subscription Fee	\$40,914.00	\$0.00
Year 4 Subscription Fee	\$40,914.00	\$0.00
Year 5 Subscription Fee	\$40,914.00	\$0.00
Grand Total System Price	\$220,855.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580



## M500 IN-CAR VIDEO SYSTEM LICENSE PLATE RECOGNITION (LPR) – SOLUTION DESCRIPTION

### DESCRIPTION

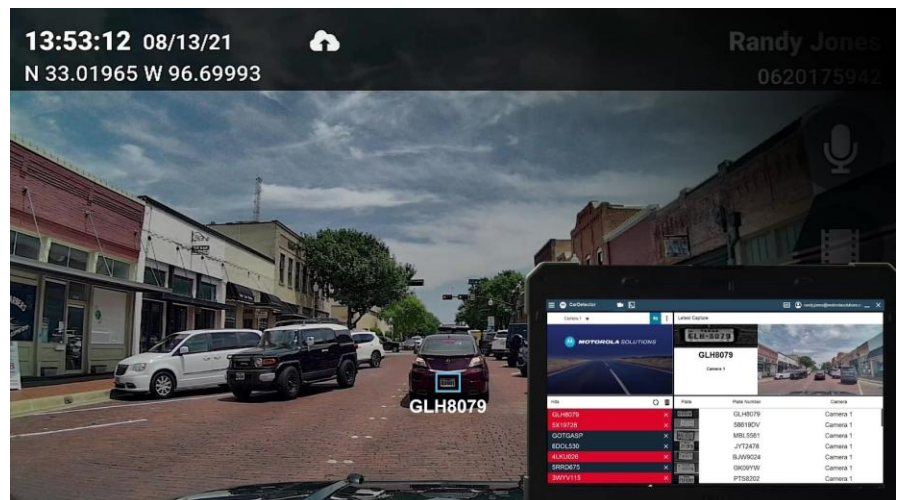
Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle's license plate can unlock critical data to inform your response to a situation.

The M500 in-car video system has powerful License Plate Recognition (LPR) capabilities, and is carefully integrated with our market-leading Vigilant LEARN LPR platform. The M500's 120-degree 4K front camera can capture license plate and vehicle make/model information in up to three lanes of traffic simultaneously, while moving at up to 70mph. The process is completely automated, with no requirement for interaction with the camera or software. Officers can concentrate on other important tasks, while the M500 continuously scans its environment.

### DETAILS

The M500 in-car video system is designed around a high-power processing core optimized for AI applications such as LPR. Using a high-accuracy OCR algorithm, the 4K front camera sensor can capture multiple license plates moving at normal highway speeds from up to 40 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.



The M500 system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent "hits". It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.





# LENSLOCK

**Moberly Police Department - MO**

**LensLock Regional Manager**

**Julia Valerio**

**727-793-4517**

**JKV@LensLock.com**

6408 W Linebaugh Ave., Suite 103  
Tampa, FL 33625  
U.S.A.



**LensLock Inc.**  
*"Securing Trust - One Incident at a Time"*  
 6408 W Linebaugh Ave., Suite 103  
 Tampa, FL 33625 - U.S.A.  
 Toll Free - 888-538-0589  
 www.LensLock.com

Issued: May 10th 2023

→ Proposal Valid for 30 days

Proposal Number: #23-900

**Services:** BWC Services  
**Payment Terms:** Net 15  
**Length of Service:** 60 Months  
**Start Date:** **TBD**

**ATTENTION:**

**Moberly Police Department**  
 300 North Clark St  
 Moberly, MO 65270  
 Customer ID #23 - XXX

**SHIP TO:**

**Bobbie Smith**

**SALES REPRESENTATIVE:**

Julia Valerio  
 Regional Manager  
 Phone: 727-793-4517  
 Email: [JKV@LensLock.com](mailto:JKV@LensLock.com)

## Year 1

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
29	Gen 12.5 Body Worn Camera Service - <b>UNLIMITED Data Plan</b>	\$899.00	\$26,071.00
1	Back Up Gen 12.5 Body Worn Camera Service - <b>UNLIMITED Data Plan</b>	\$899.00	INCLUDED
TBD	Digital Evidence Management Software User/Admin/Prosecutor Licenses - Unlimited		INCLUDED
TBD	Magnetic, Molle & Admin Uniform Mounts & Replacements		INCLUDED
TBD	All Equipment & Docking Stations		INCLUDED
1	LensLock/Sighthound Redaction Software	\$1,500.00	INCLUDED
1	LensLock Unlimited Outsourced Redaction Service	\$595/ HR	INCLUDED
1	Optional CAD Integration		INCLUDED
1	Shipping & Handling Fee - One-Time Fee	\$600.00	INCLUDED
1	Software & Database Maintenance Fee - Annual Fee	\$495.00	INCLUDED
		<b>SUBTOTAL</b>	<b>\$26,071.00</b>
		<b>10% BUNDLE DISCOUNT</b>	<b>-\$2,607.00</b>
		<b>SALES TAX</b>	<b>N/A</b>
		<b>Y1 TOTAL</b>	<b>\$23,464.00</b>



**LensLock Inc.**  
*"Securing Trust - One Incident at a Time"*  
 6408 W Linebaugh Ave., Suite 103  
 Tampa, FL 33625 - U.S.A.  
 Toll Free - 888-538-0589  
 www.LensLock.com

Payment	Amount
Year 1	\$23,464.00
Year 2	\$23,464.00
Year 3	\$23,464.00
Year 4	\$23,464.00
Year 5	\$23,464.00
<b>Grand Total</b>	<b>*\$117,320.00</b>

#3.

**CLIENT:** Moberly Police Department

\_\_\_\_\_  
Chief Troy Link

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**VENDOR:** [LensLock, Inc.](#)

Andrew Lynch - Executive Vice President

\_\_\_\_\_  
(Name - Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



Thank you SINCERELY for your business!

[LensLock Terms and Conditions](#)

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** Receipt of bids to replace Police Department in-car cameras.

**Summary:** The Police Department received notice that the maker of our current in-car camera system, Watch Guard, was bought out by Motorola and will no longer be available after this spring. We currently have five in-car camera units installed in patrol vehicles and normally replace one each year through the grant process with MIRMA. With the need to find a new provider for our in-car cameras, several companies provided demonstrations and bids for their in-car cameras. As we would replace all five existing cameras, we saw the opportunity to expand the number of vehicles with cameras from five to seven to include the SRO and CPO vehicles. Bids were received for seven cameras from AXON, Motorola and Lenslock. Motorola submitted three bids, each a five-year agreement and with slightly different camera capabilities, those yearly costs are \$19,110, \$27,472 and \$45,033. Lenslock provided a five-year agreement at \$15,464 and AXON at ten-year agreement at \$21,414 for the first five years and \$17,886.12 for years 6-10.

**Recommended**

**Action:** Accept these bids

**Fund Name:**

**Account Number:**

**Available Budget \$:**

**ATTACHMENTS:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye** **Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed



# LENSLOCK

**Moberly Police Department - MO**

**LensLock Regional Manager**

**Julia Valerio**

**727-793-4517**

**JKV@LensLock.com**

6408 W Linebaugh Ave., Suite 103  
Tampa, FL 33625  
U.S.A.



**LensLock Inc.**  
*"Securing Trust - One Incident at a Time"*  
 6408 W Linebaugh Ave., Suite 103  
 Tampa, FL 33625 - U.S.A.  
 Toll Free - 888-538-0589  
 www.LensLock.com

#4.

Issued: May 10th 2023

→ Proposal Valid for 30 days

Proposal Number: #23-901

**Services:** ICV Services  
**Payment Terms:** Net 15  
**Length of Service:** 60 Months  
**Start Date:** **TBD**

**ATTENTION:**  
**Moberly Police Department**  
 300 North Clark St  
 Moberly, MO 65270  
 Customer ID #23 - XXX

**SHIP TO:**  
**Bobbie Smith**

**SALES REPRESENTATIVE:**  
 Julia Valerio  
 Regional Manager  
 Phone: 727-793-4517  
 Email: [JKV@LensLock.com](mailto:JKV@LensLock.com)

## Year 1

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
7	Hawk 6 In-Car Video Service - <b>UNLIMITED Data Plan</b>	\$1,899.00	\$13,293.00
7	Bluetooth Integrated Technology Systems (BITS)	\$299.00	INCLUDED
7	PRO-Grade Vehicle Installation	\$500.00	\$3,500.00
TBD	SightHound LPR	\$600.00/vehicle	X
TBD	Digital Evidence Management Software User/Admin/Prosecutor Licenses - Unlimited		INCLUDED
TBD	All Equipment, Access Points		INCLUDED
1	LensLock/Sighthound Redaction Software	\$1,500.00	INCLUDED
1	LensLock Unlimited Outsourced Redaction Service	\$595/ HR	INCLUDED
1	Optional CAD Integration		INCLUDED
1	Shipping & Handling Fee - One-Time Fee	\$600.00	INCLUDED
1	Software & Database Maintenance Fee - Annual Fee	\$495.00	INCLUDED
		<b>SUBTOTAL</b>	<b>\$16,793.00</b>
		<b>10% BUNDLE DISCOUNT</b>	<b>-\$1,329.00</b>
		<b>SALES TAX</b>	<b>N/A</b>
		<b>Y1 TOTAL</b>	<b>\$15,464.00</b>



**LensLock Inc.**  
*"Securing Trust - One Incident at a Time"*  
 6408 W Linebaugh Ave., Suite 103  
 Tampa, FL 33625 - U.S.A.  
 Toll Free - 888-538-0589  
 www.LensLock.com

Payment	Amount
Year 1	\$15,464.00
Year 2	\$11,964.00
Year 3	\$11,964.00
Year 4	\$11,964.00
Year 5	\$11,964.00
<b>Grand Total</b>	<b>*\$63,320.00</b>

#4.

**CLIENT:** Moberly Police Department

\_\_\_\_\_  
Chief Troy Link

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**VENDOR:** LensLock, Inc.

Andrew Lynch - Executive Vice President

\_\_\_\_\_  
(Name - Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



Thank you SINCERELY for your business!

[LensLock Terms and Conditions](#)





## MOBERLY POLICE DEPARTMENT

(7) M500 VaaS

05/08/2023



## Budgetary

QUOTE-2156893  
(7) M500 VaaS

Billing Address:  
MOBERLY POLICE  
DEPARTMENT  
300 N CLARK ST  
MOBERLY, MO 65270  
US

Quote Date:05/08/2023  
Expiration Date:08/06/2023  
Quote Created By:  
Cristian Rodriguez  
Cristian.Rodriguez@  
motorolasolutions.com  
469-525-8781

End Customer:  
MOBERLY POLICE DEPARTMENT  
Troy Link  
tlink@moberlypd.com  
6602630346

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
Video as a Service						
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	7	5 YEAR	\$9,900.00	\$69,300.00
2	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00
3	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CONF I G	1		\$5,000.00	\$5,000.00
4	WGB-0700A	VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/ PASSENGER CAM*	7		Included	Included
5	WGW00502	M500 EXTENDED WARRANTY	7	5 YEAR	Included	Included
6	WGA00428-103	CONFIGWIRLESKIT MTK802.11AC,POE,5GHZANT	7		Included	Included
7	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	7		Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
8	WGA00574-100	SMART POE SWITCH (SPS), M500	7		Included	Included
9	WGA00574-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	7		Included	Included
10	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	7	5 YEAR	Included	Included
11	WGB-0153A	MIKROTIK WIFI KIT SECTOR AP	1		\$250.00	\$250.00
12	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	7		Included	Included

Grand Total **\$74,550.00(USD)**

### Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$19,110.00	\$0.00
Year 2 Subscription Fee	\$13,860.00	\$0.00
Year 3 Subscription Fee	\$13,860.00	\$0.00
Year 4 Subscription Fee	\$13,860.00	\$0.00
Year 5 Subscription Fee	\$13,860.00	\$0.00
Grand Total System Price	\$74,550.00	\$0.00







## MOBERLY POLICE DEPARTMENT

(7) M500 LPR VaaS

05/08/2023



## Budgetary

QUOTE-2157024  
(7) M500 LPR VaaS

Billing Address:  
MOBERLY POLICE  
DEPARTMENT  
300 N CLARK ST  
MOBERLY, MO 65270  
US

Quote Date:05/08/2023  
Expiration Date:08/06/2023  
Quote Created By:  
Cristian Rodriguez  
Cristian.Rodriguez@  
motorolasolutions.com  
469-525-8781

End Customer:  
MOBERLY POLICE DEPARTMENT  
Troy Link  
tlink@moberlypd.com  
6602630346

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
Video as a Service						
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	7	5 YEAR	\$9,900.00	\$69,300.00
2	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00
3	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CONF G	1		\$5,000.00	\$5,000.00
4	WGB-0700A	VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/ PASSENGER CAM*	7		Included	Included
5	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	7		Included	Included
6	WGW00502	M500 EXTENDED WARRANTY	7	5 YEAR	Included	Included
7	WGA00428-103	CONFIGWIRLESKIT MTIK802.11AC,POE,5GHZANT	7		Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
8	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	7		Included	Included
9	WGA00574-100	SMART POE SWITCH (SPS), M500	7		Included	Included
10	WGA00574-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	7		Included	Included
11	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	7	5 YEAR	Included	Included
12	WGB-0153A	MIKROTIK WIFI KIT SECTOR AP	1		\$250.00	\$250.00
Vigilant						
13	TT4149A	INVESTIGATIVE DATA PLATFORM - ANNUAL SUBSCRIPTION FOR UP TO 25 SWORN - STATE AND LOCAL	1		\$4,250.00	\$4,250.00
14	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$500.00	\$500.00
15	DDN3421A	M500 BASIC ALPR VAAS	7		\$516.00	\$3,612.00

**Grand Total** **\$82,912.00(USD)**

### Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$27,472.00	\$0.00
Year 2 Subscription Fee	\$13,860.00	\$0.00
Year 3 Subscription Fee	\$13,860.00	\$0.00
Year 4 Subscription Fee	\$13,860.00	\$0.00
Year 5 Subscription Fee	\$13,860.00	\$0.00
<b>Grand Total System Price</b>	<b>\$82,912.00</b>	<b>\$0.00</b>





## M500 IN-CAR VIDEO SYSTEM LICENSE PLATE RECOGNITION (LPR) – SOLUTION DESCRIPTION

### DESCRIPTION

Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle's license plate can unlock critical data to inform your response to a situation.

The M500 in-car video system has powerful License Plate Recognition (LPR) capabilities, and is carefully integrated with our market-leading Vigilant LEARN LPR platform. The M500's 120-degree 4K front camera can capture license plate and vehicle make/model information in up to three lanes of traffic simultaneously, while moving at up to 70mph. The process is completely automated, with no requirement for interaction with the camera or software. Officers can concentrate on other important tasks, while the M500 continuously scans its environment.

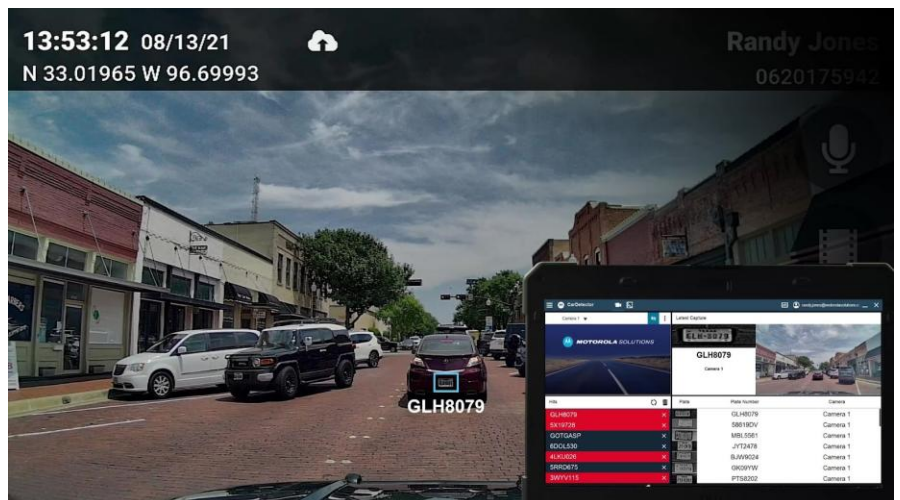
### DETAILS

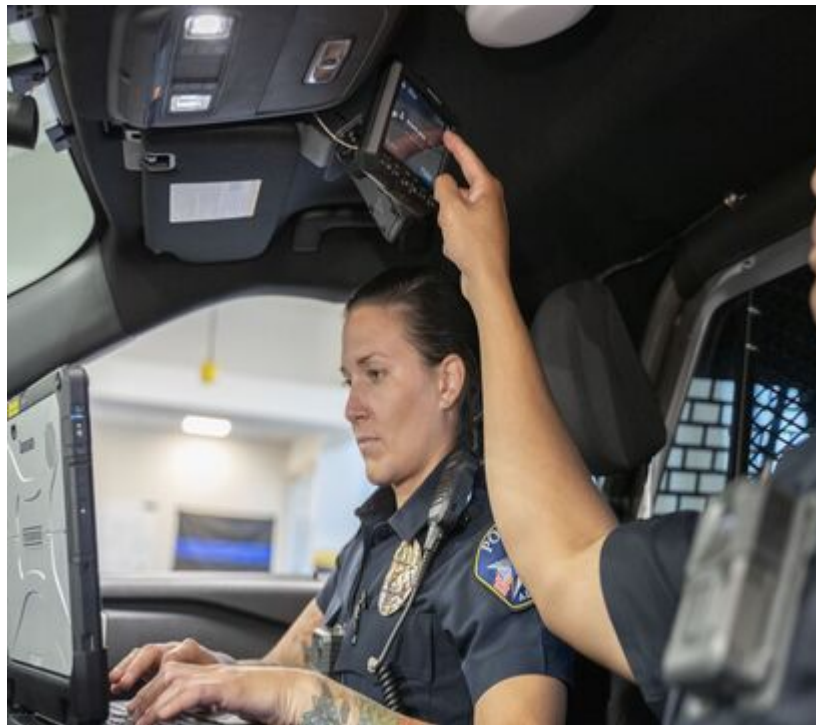
The M500 in-car video system is designed around a high-power processing core optimized for AI applications such as LPR. Using a high-accuracy OCR algorithm, the 4K front camera sensor can capture multiple license plates moving at normal highway speeds from up to 40 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.

The M500 system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent "hits". It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.





## MOBERLY POLICE DEPARTMENT

(27) V700 VaaS

05/08/2023





## Budgetary

QUOTE-2157076  
(27) V700 VaaS

Billing Address:  
MOBERLY POLICE  
DEPARTMENT  
300 N CLARK ST  
MOBERLY, MO 65270  
US

Quote Date:05/08/2023  
Expiration Date:08/06/2023  
Quote Created By:  
Cristian Rodriguez  
Cristian.Rodriguez@  
motorolasolutions.com  
469-525-8781

End Customer:  
MOBERLY POLICE DEPARTMENT  
Troy Link  
tlink@moberlypd.com  
6602630346

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	27	5 YEAR	\$4,140.00	\$111,780.00	
2	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$0.00	\$0.00	
3	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CO NFIG	1		\$5,000.00	\$5,000.00	
4	WGB-0178AAS	VIDEO EQUIPMENT,V300 USB DESKTOP DOCK VAAS (\$4 PER MON)	3		Included	Included	
5	AAS-BWC-USB-DOC	V300 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	3	5 YEAR	\$240.00	\$720.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	2	5 YEAR	\$1,800.00	\$3,600.00	
7	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	27		Included	Included	3 YEAR
8	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	3		Included	Included	
9	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	27	5 YEAR	Included	Included	
10	WGW00300-003	V300 NO FAULT WRRANTY	27	5 YEAR	Included	Included	
11	WGP02614	V300, BATT, 3.8V, 4180MAH	27		\$99.00	\$2,673.00	
CommandCentral Aware Starter							
12	ISV00S02379A	DELIVERY SERVICES	1		\$0.00	\$0.00	
13	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	1	1 YEAR	\$0.00	\$0.00	
14	SSV00S03376A	AWARE INTEGRATION: V300 M500 4RE VIDEO*	1	1 YEAR	Included	Included	
15	SSV00S03369A	CC AWARE PATROL STARTER BUNDLE*	1	1 YEAR	\$9,550.00	\$9,550.00	
16	SSV00S03374A	AWARE INTEGRATION: V300 M500 4RE LOCATION*	1	1 YEAR	Included	Included	
CommandCentral Evidence							
17	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
18	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	5	5 YEAR	\$0.00	\$0.00	





## Budgetary

QUOTE-2157076  
(27) V700 VaaS

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
19	SSV00S02601A	(5) COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$11,700.00	\$11,700.00	
20	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	
21	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	
22	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	
23	SSV00S02782A	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	
24	SSV00S02783A	COMMANDCENTRAL STORAGE GB*	3000	5 YEAR	\$3.75	\$11,250.00	

Grand Total

**\$156,273.00(USD)**

### Pricing Metric :

Price is indicative of the following -

# of Named Users for CommandCentral Evidence - 5

### Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$45,033.00	\$0.00
Year 2 Subscription Fee	\$27,810.00	\$0.00
Year 3 Subscription Fee	\$27,810.00	\$0.00
Year 4 Subscription Fee	\$27,810.00	\$0.00
Year 5 Subscription Fee	\$27,810.00	\$0.00
Grand Total System Price	\$156,273.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-111580

## COMMANDCENTRAL AWARE PATROL STARTER OFFER

### SOLUTION DESCRIPTION

#### OVERVIEW

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Patrol Starter offering of CommandCentral Aware provides a map-based and list view of location data and resource details from V300 Body-Worn Cameras, 4RE In-Car Video Systems, CAPE-equipped drones, license plate recognition (LPR) cameras sourced from Vigilant VehicleManager, and compatible APX radios. These resources can also send status information, such as a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert. Live video from enabled camera resources can also be viewed. This offer is designed to help command staff and patrol or shift supervisors gain valuable visibility to the field, more quickly identify emergency situations and provide supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

#### Solution Elements

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems that power the solution. The CommandCentral Aware Patrol Starter offer includes the following:

##### Modules:

- ESRI-based unified map
- Configurable event monitor
- Workflow automation rules engine

##### Integrations:

- Vigilant VehicleManager - LPR camera locations and details, hot hit alerts, search
- APX Next, XE, XN and N70 radios - Radio locations, details and statuses
- CAPE-equipped drones - Drone locations, details and livestreams
- V300 Body-Worn Cameras - Camera locations, details and livestreams
- 4RE In-Car Video Systems - System locations, details and livestreams

Cloud anchor server hardware and required software is also available if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.

## MODULES INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer includes the following modules, described in the sections below.



## Unified Map

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw polygons, polylines and points onto the map. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.

## Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

## Rules Engine

CommandCentral Aware's workflow automation rules engine allows users to create rule-sets with "AND" or "OR" operators to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and audible alerts for critical events can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

# INTEGRATIONS INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer provides a specific set of integrations, described in the sections below.

## 4RE In-Car Video Systems

The CommandCentral Aware Patrol Starter offer comes with integration to 4RE In-Car Video Systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 4RE systems in CommandCentral Aware, and administrators can add, edit, or remove systems as needed.



When 4REs are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream - upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, side, rear, and panoramic views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous 4RE live-streams.

### **V300 Body-Worn Cameras**

The CommandCentral Aware Patrol Starter offer comes with integration to V300 Body-Worn Cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

### **APX Next, XN, XE and N70 Radios**

The CommandCentral Aware Patrol Starter offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

### **CAPE-Equipped Drones**

The CommandCentral Aware Patrol Starter offer comes with integration to CAPE-equipped drones. This integration brings any active drone's location, device details and a link to the livestream into CommandCentral Aware on the map and in the event monitor.

### **Vigilant VehicleManager**

The CommandCentral Aware Patrol Starter offer comes with integration to Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list are also displayed on the map at the location of the camera that generated the scan. Hits are also displayed in the event monitor and can trigger an alert.

Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.



## CLOUD SECURITY & COMPLIANCE

### Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development, and continue with ongoing assessments after deployment to find and repair vulnerabilities.

### Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including: NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

### Expert Knowledge on Your Team

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

### Enhancing Cybersecurity Awareness

Our CISA-recognized Public Safety Threat Alliance shares threat information and raises cybersecurity awareness across Public Safety member organizations. Our Threat Intelligence team shares a holistic view of the cyber threat landscape to provide decision makers with the information needed to make better security decisions.



## COMMANDCENTRAL AWARE STARTER STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Product Description and system integration and or subscription services as described in this SOW and contract agreements.

### CONTRACT ADMINISTRATION AND PROJECT INITIATION

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

#### Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five (5) business days of completion or receipt of a deliverable.





As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

## Project Roles and Responsibilities

### Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high-quality, feature-rich system.

### Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.



- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

**Solutions Architect**

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

**Customer Success Advocate**

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

**Customer Support Services Team**

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

**Customer Core Team, Roles and Responsibilities Overview**

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in



activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

### **Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.



- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

**System Administrator**

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan ("CSP").

**Application Administrator(s)**

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

**Subject Matter Experts**

The Subject Matter Experts ("SME" or Super Users) are the core group of users involved with the Business Process Review ("BPR") and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

**IT Personnel**

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other



devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third party systems to which the Motorola system will interface.

### **User Agency Stakeholders**

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third party systems the Customer operates that will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface ("API") or Software Development Kit ("SDK") software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third party vendors, as required, to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigate the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.



- Electronic versions of any documentation associated with the business processes identified.
- Provide a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

### Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness.

### Motorola Responsibilities

1. Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
2. Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations and third party engagement/considerations, as applicable.
3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
4. Discuss the Learning eXperience Portal ("LXP") training approach.
5. Review the Implementation Packet.
6. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
7. Review the resource and scheduling requirements.
8. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
9. Obtain and complete all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to gain access to each of the sites identified for this project.
10. Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.



## Customer Responsibilities

1. Provide Motorola with the names and contact information for the designated LXP and application administrators.
2. Acknowledge understanding of the Implementation Packet.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
5. Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third party licensing agreements.
6. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
7. Provide the contact information for the license administrator for the project; i.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

## Completion Criteria

Implementation Packet.

## Environmental Design Considerations

The following environmental requirements must be met by Customer before enablement finish in order to enable Motorola to complete installation activities presented in this SOW:

1. Provide connectivity between the various networks.
2. Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics
3. Provide backup power, as necessary.
4. Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
5. Perform any electrical or infrastructure improvements required at the Customer's facility.
6. Provide backhaul equipment, installation, and support costs.
7. Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is recommended for optimal performance.  
CommandCentral Aware workstations to support MS Windows 10 Enterprise.



8. Provide Antivirus software for the CommandCentral Aware client.
9. Ensure existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
10. Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
11. If interfaces are being included in this offer, the Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third party upgrades.
12. If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
13. Provide all environmental conditions as outlined in the Product Description; such as power, firewall, and network requirements.

## CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

### Agency and User Setup

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Portal. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

### Motorola Responsibilities

1. Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
2. Provision agency's CommandCentral initial users and permissions.

### Customer Responsibilities

1. Identify a System Administrator(s).





2. Ensure all System Administrators complete the CommandCentral Admin training.
3. Ensure needed traffic is allowed through Customer's firewall as requested by Motorola.
4. Use the CommandCentral Admin Portal to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

**Completion Criteria**

Initial agencies and users have been configured.

## Software Installation and Configuration

### CloudConnect Installation and Configuration

**Motorola Responsibilities**

1. Verify remote access capability.
2. Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
3. Configure network connectivity and test connection to the CloudConnect Virtual Machine.

**Customer Responsibilities**

1. Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

**Completion Criteria**

CloudConnect Virtual Machine configuration is complete.

## INTEGRATIONS

Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integrations are



proprietary processes that enable the transfer and receipt of data between Motorola systems, as described in the Product Description.

#### Motorola Responsibilities

1. Establish and validate connectivity between the Motorola systems.
2. Validate that each system can transmit and/or receive data.

#### Customer Responsibilities

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
2. Provide network connectivity between the Motorola systems.

### COMMANDCENTRAL SOLUTIONS GEOSPATIAL MAPPING CONFIGURATION

#### Motorola Responsibilities

1. Installation and configuration of the connection to the Customer mapping system (ArcGIS Online, ESRI ArcGIS Server, or ArcGIS Portal).
2. Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

#### Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel.
2. Provide published GIS map services.
3. Publish specific maps beneficial to the Customer use.

### COMMANDCENTRAL SOLUTIONS PROVISIONING

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

#### Motorola Responsibilities

1. Using the CommandCentral Admin Portal, provision users, groups, and rules based on Customer Active Directory data.

#### Customer Responsibilities

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
2. Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.



**Completion Criteria**

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

**SYSTEM TRAINING**

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content.

**Learning eXperience Portal (LXP Online Training)**

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current.

**Motorola Responsibilities**

1. Configure a Customer-specific portal view.
2. Create learner access account to the portal for each user name provided by the Customer.
3. Provide instruction to Customer LXP Administrator on building groups.

**Customer Responsibilities**

1. Provide Motorola with names (first and last) and email addresses for each learner.
2. Complete LXP Administrator training.
3. Advise users of the availability of the LXP.
4. Build groups as desired.

**Instructor-Led Training (On-site and/or Remote)****Motorola Responsibilities**

1. Deliver User Guides and training materials in electronic format.
2. Perform training.
3. Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

**Customer Responsibilities**

1. Designate training representatives who will work with the Motorola trainers in the delivery of training.
2. Facilitate training of Customer in accordance with Customers training delivery plan.

**Motorola Deliverables**

1. Electronic versions of User Guides and Training Materials.
2. Attendance Rosters.

## FUNCTIONAL DEMONSTRATION

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

### Motorola Responsibilities

1. Update functional demonstration script.
2. Provide script to Customer for review and acknowledgement.
3. Conduct functional demonstration.
4. Correct any configuration issues impacting access to cloud based features, such as map display, location updates, video display and/or interface and integrations.
5. Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

### Customer Responsibilities

1. Review and agree to the scope of the demonstration script.
2. Witness the functional demonstration and acknowledge its completion.
3. Resolve any provisioning impacting the functional demonstration.

### Completion Criteria

Conclusion of the functional demonstration.

## COMPLETION MILESTONE

Following the conclusion of delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

## TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

### Motorola Responsibilities

1. Transition Customer to Motorola Customer Support.
2. Supply Customer with instructions when engaging support.





### Customer Responsibilities

1. Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
2. Engage the Motorola support organization as needed.



## 10-YEAR QUOTE SUMMARY

MOBERLY POLICE DEPT. - MO

Axon Enterprise, Inc.  
17800 North 85<sup>th</sup> Street  
Scottsdale, AZ 85255  
Phone: 800.978.2737



AXON

## SOLUTION OVERVIEW

Axon's Fleet 3 in-car camera system bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together to help equip your fleet with the solutions it needs. Whether easing your administrative burden back at the station or protecting your officers in the field, Moberly Police Dept. will receive the following program features and products to help you meet your goals.

## HARDWARE COMPONENTS

### IN-CAR CAMERA SYSTEMS

- ▶ 7 Axon Fleet 3 Camera Kits
- ▶ 7 Cradlepoint IBR900 Routers
- ▶ 7 Axon Signal Units
- ▶ 7 Airgain Antennas
- ▶ 7 ZOLL AED PLUS + Compact Trauma Kits

## SOFTWARE COMPONENTS

### IN-CAR CAMERA SYSTEMS

- ▶ 7 Axon Fleet 3 In-Car System Licenses
- ▶ 7 Axon Fleet 3 ALPR Licenses
- ▶ 7 Axon Respond+ Licenses
- ▶ 14 Axon Fleet 3 Unlimited Storage Licenses

## TRAINING AND SUPPORT

- ▶ Axon Full-Service Deployment
- ▶ 7 Axon Fleet 3 Vehicle Installations

## WARRANTIES AND REFRESHES

- ▶ Ten-Year In-Car Camera System and Axon Signal Unit Warranties
- ▶ In-Car Camera Refresh at 5-years with install. In-Car Camera Refresh at 10-years.

## PROGRAM DELIVERABLES

HARDWARE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Front-Facing Dual-View Cameras	X				X
Rear-Facing Interior Cameras	X				X
Axon Fleet 3 Hubs	X				
Axon Signal Units	X				
Airgain Antennas	X				
Cradlepoint Router Kit	X				
Zoll AED PLUS + Compact Trauma kit	X				
SOFTWARE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Axon Fleet 3 In-Car System Licenses	X				
Axon Fleet 3 ALPR Licenses	X				
Axon Fleet 3 Unlimited Storage Licenses	X				
Axon Respond+ Licenses	X				
Axon Fleet Dashboard MDC Application	X				
SERVICES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Axon Full-Service Deployment	X				
Axon Fleet 3 Vehicle Installations	X				
WARRANTIES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Axon Fleet 3 In-Car Camera and Axon Signal Manufacturer + Extended Warranties	X				
Zoll Product Warranty (provided by Zoll)	X				



## PROGRAM DELIVERABLES - CONTINUED

HARDWARE	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Front-Facing Dual-View Cameras	X				X
Rear-Facing Interior Cameras	X				X
Axon Fleet 3 Hubs	X				
Axon Signal Units	X				
Airgain Antennas	X				
Axon Fleet SIM cards	X				
Cradlepoint Router Kit	X				
SOFTWARE	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Axon Fleet 3 In-Car System Licenses	X				
Axon Fleet 3 ALPR Licenses	X				
Axon Fleet 3 Unlimited Storage Licenses	X				
Axon Respond+ Licenses	X				
Axon Fleet Dashboard MDC Application	X				
SERVICES	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Axon Full-Service Deployment	X				
Axon Fleet 3 Vehicle Installations	X				
WARRANTIES	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Axon Fleet 3 In-Car Camera and Axon Signal Manufacturer + Extended Warranties	X				

## AXON FLEET 3 COST OVERVIEW

COST OVERVIEW	
Program Length	10-Years
Refresh Schedule	Axon Fleet Camera Kit-Every 5 yrs
BILLING SCHEDULE	
Year 1	\$21,414.12
Year 2	\$21,414.12
Year 3	\$21,414.12
Year 4	\$21,414.12
Year 5	\$21,414.12
Year 6	\$17,886.12
Year 7	\$17,886.12
Year 8	\$17,886.12
Year 9	\$17,886.12
Year 10	\$17,886.12
SAVINGS OVERVIEW - By committing to 10-years versus 5	
Estimated Savings per Year	\$3,118.08
Total Savings Offered	\$31,180.80
TOTAL	
Total Program Cost*	\$196,501.20

## IN CONCLUSION

By agreeing to a longer-term contract, Moberly Police Dept. will receive an overall savings of \$31,180.80. In addition to the financial advantages, utilizing Fleet 3 in seamless integration with your existing Axon Body Cameras and Evidence.com management system, will help Moberly Police Dept. operate with substantially greater efficiency, giving them more time out in the community keeping folks safe.

The License-Plate Reading technology is critical to modern policing, protecting lives and property.

The GPS and Livestream function of the Fleet 3 system will allow Dispatch and Police Administration to send help when it's needed, where it's needed, protecting one of the city of Moberly's greatest resources: It's Police Officers.

The Zoll AED's and Trauma kits will allow Moberly Police Dept. the capability to be life-savers in the critical minutes between their response and the arrival of trained medical personnel.

For your convenience, we have also included a link to our [Master Services and Purchasing Agreement](#) for you to review.

If you have any questions regarding our solutions or pricing, please contact:

### POINT OF CONTACT

Joe Koestner  
Account Executive

480-515-6377  
JKoestner@axon.com

Please note, to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Moberly Police Dept. to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.

APPENDIX

# PROTECT LIFE

## DETAILED SOLUTION OVERVIEW

### // AXON FLEET 3

Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle through best-in-class hardware and seamless integration with your Axon Body Cameras. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented and policing processes become more efficient and purposeful. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections. The system also leverages Automatic License Plate Recognition (ALPR) technology to quickly gather information tied to plate reads.



Axon Fleet 3 also comes equipped with real-time awareness technology that makes livestreaming a video feed from the front-facing camera possible, as well as Axon Signal technology to automatically start a recording if a particular action is taken or a device is engaged.

### AXON FLEET 3 IN THE FIELD

Vehicles equipped with Axon Fleet 3 can capture clear and admissible evidence from two cameras—including a front-facing Dual-View camera and rear-facing Interior Camera—both with four configurable resolutions from 480p to 1080p.

The Dual-View Camera supports a Panoramic mode with a 5:2 aspect ratio. This aspect ratio lessens the view of the vehicle's hood—as well as the sky—when recording, which helps capture a wider view of events happening in front of the vehicle.

The camera uses two built-in image sensors and auto-exposure capabilities to record high-quality video in all conditions ranging from dim twilight to bright daylight. This technology helps the camera adjust to a variety of lighting environments as the patrol vehicle moves, including traveling through tunnels and parking garages. Additionally, the use of motion blur technology helps to clearly capture fast-moving objects, which is especially useful when using our ALPR technology to scan license plates in the flow of traffic.

The Interior Camera captures video in full color during daylight operation and automatically transitions to capture video in infrared at night. This infrared technology enables video recording even in total darkness, ensuring any activity taking place within the vehicle's cabin is documented. The Interior Camera has a set aspect ratio of 4:3, which allows the camera to capture video evidence of the back cabin, from door-to-door, and above an occupant's head to below their knees.

Each Axon Fleet 3 camera leverages integration with the Axon Body Camera outside the vehicle and a multi-microphone setup inside the vehicle. The Dual-View Camera has three built-in microphones, and the Interior Camera has two built-in microphones. With these multiple integrated microphones,

Axon Fleet 3 can make the most effective use of Axon's audio algorithm—developed in partnership with Nokia—which dramatically improves captured audio. Combining Nokia-OZO's Audio Focus and Audio Windscreen technology with our audio algorithm helps to improve speech clarity and reduce unwanted environmental noise in a variety of recording settings.

## ADDITIONAL FEATURES AND BENEFITS

- ▶ **A DURABLE DESIGN** that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
- ▶ **CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE** that keeps the system running while the ignition is switched on.
- ▶ **BACK UP BATTERY POWER** for up to 30 minutes once the ignition is switched off.
- ▶ **A BUILT-IN ALPR CAMERA** with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
- ▶ **A CONFIGURABLE PRE-EVENT BUFFER** that can capture up to two minutes of video before the camera is actively recording.
- ▶ **COMPATIBLE WITH AXON WIRELESS MICROPHONES** with a range of 1,000 feet.
- ▶ **EMBEDDED REAL-TIME AWARENESS TECHNOLOGY** that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
- ▶ **EMBEDDED AXON SIGNAL TECHNOLOGY** tied to configurable triggers that activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked.
- ▶ **VIDEO RECALL FEATURE** that allows for recovery of video footage if a device was not recording at the time of an incident.
- ▶ **FUTURE SUPPORT** for up to five in-car video cameras.

## EASE OF USE THROUGH AXON FLEET DASHBOARD

The Axon Fleet Dashboard application—designed for a police vehicle’s MDC—can be used to control and support your Axon Fleet 3 in-car cameras. Axon Fleet Dashboard allows users to start and stop camera recordings, play recorded videos, add metadata to videos, and offload evidence directly from the vehicle. Additionally, Axon Fleet Dashboard supports user interactions with Axon Fleet 3’s built-in ALPR capabilities, which include receiving and responding to vehicle hotlist notifications.

Once signed in to Axon Fleet Dashboard, users can interact with and navigate four main pages:

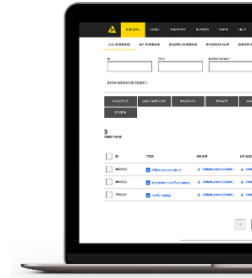
- ▶ **DEVICES** – Users can review camera status, manually start and stop a camera recording, and watch live views from connected in-car and body-worn cameras.
- ▶ **VIDEOS** – Users can review and add metadata to videos, position videos for priority upload, and check the upload status of videos.
- ▶ **ALPR** – Users can view and interact with ALPR system notifications and responses.
- ▶ **SETTINGS** – Users can review vehicle, user, and system information, pair with and change body-worn camera settings, and sign out of the application.



## // AXON EVIDENCE

Axon Evidence is a scalable, cloud-based DEMS, which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features and efficient workflows to easily store, organize, and view evidence.

On top of that, Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.



## AXON EVIDENCE AT THE STATION

Personnel in a variety of roles can use Axon Evidence as the centralized system for uploading, storing, managing, searching, and organizing evidence—both captured via devices in the Axon Ecosystem, and gathered from other, third-party sources.

Each user of Axon Evidence has their actions and capabilities within the system determined by role-based access permissions within the system.

These permissions are reflected within the system's dynamic user interface. For example, an Admin user will most likely have access to more tools and actions than that of a Basic user. Depending on those permissions, a user's experience in the system will vary. Providing a specific user with only the actions necessary to complete their duties when working within Axon Evidence creates a cleaner workspace with fewer distractions. No more mouse clicks that trigger unwanted actions or navigating through hundreds of unnecessary evidence files.

## SEARCHING AND MANAGING EVIDENCE

The search functionality in Axon Evidence is designed to reduce the time it takes to locate an evidence file. The search interface offers an intuitive design that allows users to quickly navigate the search fields and filters to find exactly what they are looking for.

Axon Evidence also supports bulk action capabilities that can save users time when managing the system and their evidence. For example, instead of going into the video player interface to perform actions on an individual video, Axon Evidence supports bulk actions that can be performed on one or many selected videos based on search results, which can save time when managing multiple pieces of evidence.



## WORKING WITH EVIDENCE

---

While working with evidence, users will have the ability to review and playback video and audio with our built-in media player. With basic controls that allow a user to play, stop, rewind, fast forward, and control the speed at which evidence files are played, users can quickly and thoroughly review their evidence.

While reviewing evidence from the View Evidence page, your users can also:

- ▶ **CREATE CLIPS AND MARKERS** to focus on or separate certain parts of a video
- ▶ **CREATE REDACTIONS** with powerful AI that helps detect and mask common objects such as license plates, MDC screens, and faces
- ▶ **VIEW METADATA OVERLAYS** that display important information such as the time and date
- ▶ **ADD METADATA, TAGS, NOTES, AND CATEGORIES** to the evidence file
- ▶ **SHARE EVIDENCE FILES** with other users or external partners
- ▶ **ACCESS AND DOWNLOAD THE AUDIT TRAIL** to review actions taken on the evidence
- ▶ **VIEW LOCATION DATA AND AUTOMATED TRANSCRIPTIONS** that may be associated with the evidence file

## CONTROLLING ACCESS TO EVIDENCE

---

Axon Evidence governs access to stored information through agency-defined access control settings and configurations. Administrators will create roles for different users that dictate levels of access. Each Axon Evidence user will then be assigned one of these roles, which determines if they do or do not have access to particular DEMS features and functions. Agencies can also create cases and groups to control evidence access lists and improve sharing workflows.

Additionally, Axon Evidence provides many agency-customizable security features to secure digital evidence, including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication options are also available to allow a user to access the system without the need for an administrator's approval.

## PROTECTING THE CHAIN OF CUSTODY

---

Robust evidence, device, and user audit trails help protect the chain of custody within the system. For peace of mind, every action taken by your personnel when in the system is tracked and recorded in a tamperproof audit trail.

Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers Moberly Police Dept. a way to understand the controls put in place to secure Axon Evidence and the data you store in it.

## SECURING THE SYSTEM AND EVIDENCE

---

Axon Evidence was designed and operates to ensure compliance with the FBI CJIS Security Policy. Moberly Police Dept. can be assured that your digital data is protected by a robust information security program designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats.

Additionally, all evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES.

Axon Fleet Dashboard also supports the ability for two users to be signed into the same session at once. Any video evidence recorded when two users are signed in will have dual ownership when evidence is uploaded to Axon Evidence, thus allowing both users to access and manage the captured evidence.

## AT THE STATION

---

When in the field, an Axon Fleet 3 patrol vehicle is constantly connected to Axon Evidence through the Cradlepoint router. This router uploads video evidence stored on the Axon Fleet Hub—the in-car vehicle's storage system—via an LTE or Wi-Fi connection. This constant transfer of data helps to both free up onboard storage and reduce manual upload processes when back at the station, and makes evidence available to Axon Evidence administrators and Moberly Police Dept.'s command staff faster.

## REAL-TIME SITUATIONAL AWARENESS

---

With our real-time situational awareness technology—Axon Respond—enabled, dispatch and command staff can quickly gain insight into a call-for-service or a patrol vehicle's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can open up the Axon Respond Map and access livestreams from active cameras, view location data as cameras move, and receive live alerts and notifications. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change and/or escalate.

Whether checking in on a unit or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

AXON

ZOLL®

# LIFESAVING TOOLS FOR YOUR PATROL VEHICLES

*1,000 cardiac arrests occur daily in the United States. Every minute after onset of a cardiac arrest, probability of survival drops 10%*

Axon is partnering with ZOLL® to provide lifesaving tools for law enforcement. ZOLL® is medical technology company focused on improving public safety outcomes. ZOLL® AEDs provide a tool for officers to provide high-quality CPR and defibrillation on both adults and children prior to EMS arrival, improving survival outcomes for those suffering from cardiac arrest and traumatic injury.

## AED OPTION

**ZOLL AED Plus:** The AED Plus® with clinically proven, integrated, real-time CPR feedback and industry-leading long-life consumables, sets the benchmark for dependability, durability, performance, and readiness.

## TRAUMA KIT OPTION

**Compact Trauma Kit:** Compact and lightweight, this system is perfect for the workplace or on the go. Keep a kit on work trucks, in the office, or with emergency response team members so anyone with the Mobilize Rescue app is prepared to manage severe bleeding, seizures, choking, hypothermia, and other emergencies.

*NOTE: Refills for used AED pads/electrodes and battery packs that have expired will be fulfilled through [axon.com](https://www.axon.com)*

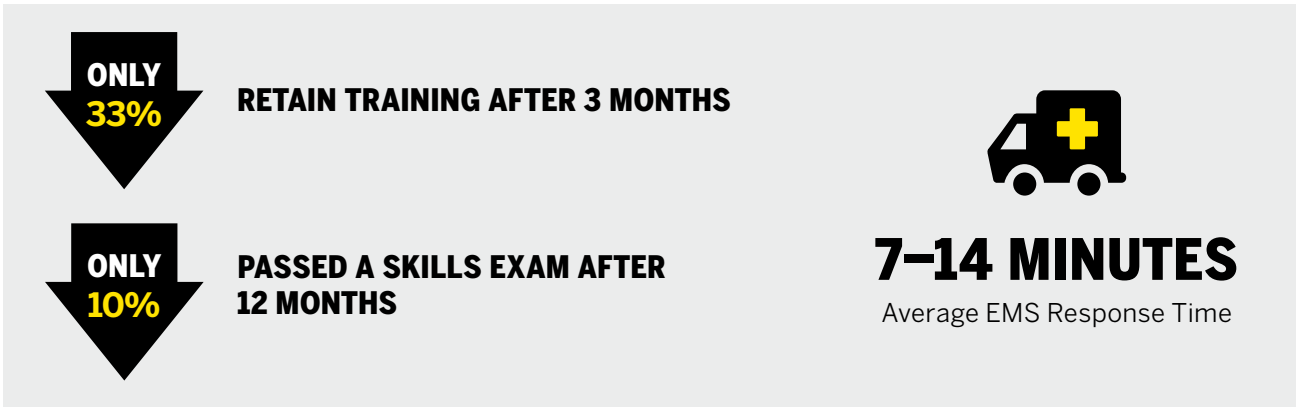
Interested in learning more? Contact an Axon representative [axon.com/zoll-medical-contact](https://www.axon.com/zoll-medical-contact)



**ZOLL FEATURES**

- Proprietary Enhanced Real CPR Help - Full-color display with vivid rescue images, CPR cycle timer, and large color bar gauge showing CPR compression depth
- Fully automatic - Deliver a shock in as little as 5 seconds, only when needed
- Intuitive - Digital touchscreen, voice prompts, and color-coded pads give clear guidance to users
- Single-button “Child Mode” - Activate child mode and use the same set of Uni-padz for adolescent patients
- WiFi connected - Access and transmit cardiac arrest event data to medical professionals
- Self-check - Devices self-check shock readiness and battery status daily
- 5+ year useful life

**TRAINING FADES QUICKLY**



**TRAUMA IS THE #1 CAUSE OF DEATH**

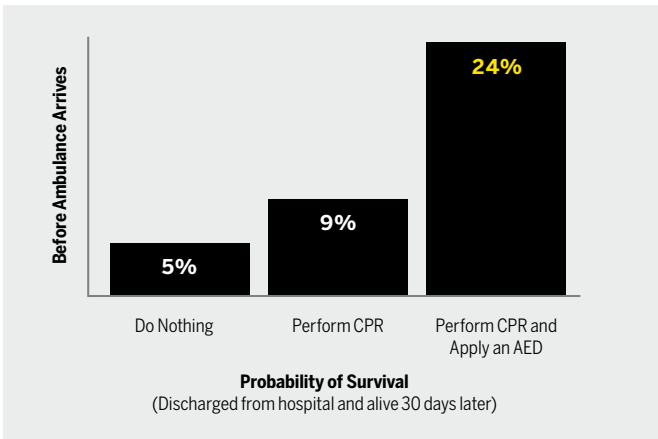
for ages 1–46. According to the National Trauma Institute, trauma accounts for 30% of all lives lost in the United States.

**30,000 PREVENTABLE TRAUMATIC DEATHS**

The American College of Surgeons estimates that 30,000 traumatic deaths could be prevented each year with increased access to trauma care.

**SURVIVAL INCREASES WITH EARLY INTERVENTION**

Officers are often the first on scene and are expected to administer acute care. Every minute after onset, the probability of survival drops 10%. Research shows that the probability of survival increases dramatically when CPR is performed and when an AED is applied before an ambulance arrives.



Interested in learning more? Contact an Axon representative [axon.com/zoll-medical-contact](https://axon.com/zoll-medical-contact)



## DEDICATION TO CUSTOMER SUCCESS

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. We are committed to providing Moberly Police Dept. with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, additional training, consulting advice, or help with exchanging and returning equipment, our dedicated team is here for you. Through regular communication, our knowledgeable staff can offer Moberly Police Dept. the support you should expect from a service provider. This support includes access to:

- ▶ **24/7 CUSTOMER SUPPORT** – Axon's full customer support division is available via live phone support, 24 hours a day, seven days a week.
- ▶ **PROFESSIONAL SERVICES** – Experienced and skilled personnel who are involved in the implementation, development, deployment, management, and support of your Axon program
- ▶ **SALES ENGINEERS (SE)** – SEs own the technical aspects of the sales process and have a technical mindset that allows them to understand complex systems and solve intricate challenges involving hardware, software, and network issues
- ▶ **CUSTOMER SUCCESS MANAGERS** – Dedicated Axon personnel assigned per agency who communicate important operating system/firmware and hardware updates, identify day-to-day bugs, and address general issues, as well as fulfill hardware refreshes and deployment of new equipment, conduct quarterly business reviews with customers, and identify important customer feature requests
- ▶ **SUBJECT MATTER EXPERTS (SME)** – SMEs have vast experience in Axon products and an understanding of the complex issues that affect law enforcement around the world
- ▶ **ECOMMERCE** – Axon's online store is available to clients for an expedited purchasing experience on smaller orders
- ▶ **CONSULTANTS** – Part-time expert consultants, made up of retired law enforcement leaders, who deliver service on smaller projects and serve as additional resources on large projects
- ▶ **AXON'S EXECUTIVE TEAM** – A leadership team with broad business and technology experience
- ▶ **AXON'S TASER ENERGY WEAPON TEAM** – A team of experienced TASER energy weapon sales reps, engineers, and SMEs
- ▶ **CURRENT CLIENT EXPERIENCE** – Reference information provided by our current clients to demonstrate our experience working with agencies of similar size and scope of work
- ▶ **AXON ACCELERATE** – Axon's user conference brings members of the law enforcement community, technology leaders, and prosecutors together to learn how agencies can make policing more effective and efficient with Axon products

- ▶ **ACCOUNT MANAGEMENT HELP** – Available assistance when issues arise with an agencies account
- ▶ **LUNCH AND LEARNS** – Short informational sessions to share knowledge across and within different disciplines at Axon
- ▶ **LEARNING AND DEVELOPMENT** – Ongoing training courses that cover and promote proper software and hardware use and compliance

Our goal is to provide Moberly Police Dept. with the necessary assistance to help make the most of the solutions you count on every day. With a network of resources dedicated to and designed to meet the needs of law enforcement, Axon is here to help.

**FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

**Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Moberly Police Dept. - MO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

**Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

**Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

**Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

#### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

#### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

#### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

#### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

#### **Local Computer**



AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

#### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

#### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

#### **[Evidence.com](#)**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

#### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

#### **VEHICLE INSTALLATION**

#### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

#### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

#### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

SHIP TO	BILL TO
Delivery/Invoice-300 N Clark St 300 N Clark St Moberly, MO 65270-1520 USA	Moberly Police Dept. - MO 300 N Clark St Moberly, MO 65270-1520 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Troy Link Phone: (660) 263-0346 Email: tlink@moberlypd.com Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$196,501.20
ESTIMATED TOTAL W/ TAX	\$196,501.20

Discount Summary

Average Savings Per Year	\$3,118.08
TOTAL SAVINGS	\$31,180.80

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$21,414.12	\$0.00	\$21,414.12
Apr 2025	\$21,414.12	\$0.00	\$21,414.12
Apr 2026	\$21,414.12	\$0.00	\$21,414.12
Apr 2027	\$21,414.12	\$0.00	\$21,414.12
Apr 2028	\$21,414.12	\$0.00	\$21,414.12
Apr 2029	\$17,886.12	\$0.00	\$17,886.12
Apr 2030	\$17,886.12	\$0.00	\$17,886.12
Apr 2031	\$17,886.12	\$0.00	\$17,886.12
Apr 2032	\$17,886.12	\$0.00	\$17,886.12
Apr 2033	\$17,886.12	\$0.00	\$17,886.12
Total	\$196,501.20	\$0.00	\$196,501.20

Q-451753-44950.765JK

Issued: 01/24/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 05/01/2024

Account Number: 486467  
Payment Terms: N30  
Delivery Method:

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$227,682.00

\$218,332.80

\$196,501.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	120	\$250.05	\$238.92	\$212.93	\$178,861.20	\$0.00	\$178,861.20
A la Carte Hardware									
100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7			\$2,520.00	\$2,520.00	\$17,640.00	\$0.00	\$17,640.00
Total							\$196,501.20	\$0.00	\$196,501.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7	04/01/2024
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	7	04/01/2024
Fleet 3 Advanced 10 Year	71200	FLEET ANT. AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	7	04/01/2024
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	7	04/01/2024
Ala Carte	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	04/01/2024
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	7	04/01/2029
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	7	04/01/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	7	05/01/2024	04/30/2034
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	7	05/01/2024	04/30/2034
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	7	05/01/2024	04/30/2034
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	14	05/01/2024	04/30/2034

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	7
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	7	05/01/2024	04/30/2034
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	7	04/01/2025	04/30/2034

Payment Details

Apr 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$17,886.12	\$0.00 \$17,886.12

Apr 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$17,886.12	\$0.00 \$17,886.12



Apr 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00	\$17,886.12
Total				\$17,886.12	\$0.00	\$17,886.12

Apr 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00	\$17,886.12
Total				\$17,886.12	\$0.00	\$17,886.12

Apr 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00	\$17,886.12
Total				\$17,886.12	\$0.00	\$17,886.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/24/2023



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Sales Terms And Conditions Agreement With Axon Enterprise, Inc., For The Purchase Of Police Body Worn Cameras And Support.

**Summary:** The current agreement with AXON Body Worn Cameras expires in September of 2023 and a new agreement is needed. Bids were received, AXON bid a 10-year agreement at \$32,278.53 per year, Lenslock Inc a 5-year agreement at \$23,464.00 per year and Motorola a 5-year agreement, first year \$45,033 subsequent years \$27,810. All three provide video storage, camera mounts and replacement cameras and upgrades. We currently utilize AXON for our body worn camera and have been completely satisfied with the cameras, the storage and service. After comparing all three camera systems, prices and compatibility with proposed in-car cameras, AXON was determined to be the best to provide continued high quality BWC, have the best camera options and the ten-year agreement provides for substantial long-term stability for the body worn cameras in replacement cameras, technology updates, greater video storage and greater savings over the course of the agreement.

### Recommended

**Action:** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye** **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M <input type="checkbox"/> S <input type="checkbox"/> <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SALES  
TERMS AND CONDITIONS AGREEMENT WITH AXON ENTERPRISE, INC., FOR  
THE PURCHASE OF POLICE BODY WORN CAMERAS AND SUPPORT.**

**WHEREAS**, the existing agreement for body worn cameras, video storage, replacement cameras and upgrades is expiring and the police department sought bids for a new agreement; and

**WHEREAS**, bids were received from three vendors for various terms, pricing and support with the bid of Axon Enterprises, Inc. (“Axon”) being deemed the lowest responsible bid; and

**WHEREAS**, Axon has presented an Agreement to provide 30 body cameras, evidence management software, replacement cameras and upgrades for a period of ten (10) years at an annual cost of \$32,278.53 which staff is recommending.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further action as may be needed to effectuate the purpose of this Resolution.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-456002-45056.770

#5.

Issued: 05/10/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 486467

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-300 N Clark St  300 N Clark St Moberly, MO 65270-1520 USA	Moberly Police Dept. - MO  300 N Clark St Moberly, MO 65270-1520 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner  Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Troy Link  Phone: (660) 263-0346 Email: tlink@moberlypd.com Fax:

## Quote Summary

Program Length	120 Months
<b>TOTAL COST</b>	<b>\$322,785.25</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$322,785.25</b>

## Discount Summary

Average Savings Per Year	\$7,202.47
<b>TOTAL SAVINGS</b>	<b>\$72,024.65</b>

## Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$32,278.53	\$0.00	\$32,278.53
Aug 2024	\$32,278.53	\$0.00	\$32,278.53
Aug 2025	\$32,278.53	\$0.00	\$32,278.53
Aug 2026	\$32,278.53	\$0.00	\$32,278.53
Aug 2027	\$32,278.53	\$0.00	\$32,278.53
Aug 2028	\$32,278.53	\$0.00	\$32,278.53
Aug 2029	\$32,278.53	\$0.00	\$32,278.53
Aug 2030	\$32,278.53	\$0.00	\$32,278.53
Aug 2031	\$32,278.53	\$0.00	\$32,278.53
Aug 2032	\$32,278.48	\$0.00	\$32,278.48
<b>Total</b>	<b>\$322,785.25</b>	<b>\$0.00</b>	<b>\$322,785.25</b>

Quote Unbundled Price:  
 Quote List Price:  
 Quote Subtotal:

\$394,8 #5.  
 \$374,801.10  
 \$322,785.25

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	120	\$75.10	\$38.42	\$38.42	\$13,831.20	\$0.00	\$13,831.20
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	120	\$37.91	\$36.02	\$36.02	\$129,672.00	\$0.00	\$129,672.00
<b>A la Carte Hardware</b>									
H00001	AB4 Camera Bundle	30			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	120		\$0.67	\$0.55	\$81,950.00	\$0.00	\$81,950.00
73449	RESPOND DEVICE LICENSE	29	120		\$5.00	\$5.00	\$17,400.00	\$0.00	\$17,400.00
BasicLicense	Basic License Bundle	24	120		\$18.84	\$18.00	\$51,840.00	\$0.00	\$51,840.00
ProLicense	Pro License Bundle	5	120		\$47.92	\$46.82	\$28,092.05	\$0.00	\$28,092.05
<b>Total</b>							<b>\$322,785.25</b>	<b>\$0.00</b>	<b>\$322,785.25</b>



Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA	30	08/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA	1	08/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB3 OR FLEX 2	33	08/15/2023
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	33	08/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	08/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	08/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	08/15/2023
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	02/15/2026
Body Worn Camera TAP 10 Year Bundle	73309	AXON CAMERA REFRESH ONE	30	02/15/2026
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	08/15/2028
Body Worn Camera TAP 10 Year Bundle	73310	AXON CAMERA REFRESH TWO	30	08/15/2028
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	MULTI-BAY BWC DOCK 3RD REFRESH	3	02/15/2031
Body Worn Camera TAP 10 Year Bundle	73345	AXON CAMERA REFRESH THREE	30	02/15/2031
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	MULTI-BAY BWC DOCK 4TH REFRESH	3	08/15/2033
Body Worn Camera TAP 10 Year Bundle	73346	AXON CAMERA REFRESH FOUR	30	08/15/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	24	09/15/2023	09/14/2033
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	24	09/15/2023	09/14/2033
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	09/15/2023	09/14/2033
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	09/15/2023	09/14/2033
A la Carte	73449	RESPOND DEVICE LICENSE	29	09/15/2023	09/14/2033
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	09/15/2023	09/14/2033

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	30	09/15/2023	09/14/2033
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	09/15/2023	09/14/2033
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	08/15/2024	09/14/2033

## Payment Details

#5.

### Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 1	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 1	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

### Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 2	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 2	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

### Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 3	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 3	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

### Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 4	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20

**Aug 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 5	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 5	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 6	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 6	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 6	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 6	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 6	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2029**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 7	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 7	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 7	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 7	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 7	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00

**Aug 2030**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 8	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 8	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 8	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 8	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2031**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 9	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 9	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 9	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 9	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 9	ProLicense	Pro License Bundle	5	\$2,809.21	\$0.00	\$2,809.21
<b>Total</b>				<b>\$32,278.53</b>	<b>\$0.00</b>	<b>\$32,278.53</b>

**Aug 2032**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73449	RESPOND DEVICE LICENSE	29	\$1,740.00	\$0.00	\$1,740.00
Year 10	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1250	\$8,195.00	\$0.00	\$8,195.00
Year 10	BasicLicense	Basic License Bundle	24	\$5,184.00	\$0.00	\$5,184.00
Year 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,383.12	\$0.00	\$1,383.12
Year 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,967.20	\$0.00	\$12,967.20
Year 10	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 10	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 10	ProLicense	Pro License Bundle	5	\$2,809.16	\$0.00	\$2,809.16
<b>Total</b>				<b>\$32,278.48</b>	<b>\$0.00</b>	<b>\$32,278.48</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

#5.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

5/10/2023



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Sales Agreement With Axon Enterprise, Inc., For The Purchase Of Police Vehicle In-Car Cameras.

**Summary:** The Police Department received notice that the maker of our current in-car camera system, Watch Guard, was bought out by Motorola and will no longer be available after this spring. We currently have five in-car camera units installed in patrol vehicles and normally replace one each year through the grant process with MIRMA. With the need to find and new provider for our in-car cameras, several companies provided demonstrations and bids for their in-car cameras. As we will replace all five existing cameras, we saw the opportunity to expand the number of vehicles with cameras from five to seven to include the SRO and CPO vehicles. Bids were received for seven cameras from AXON, Motorola and Lenslock. Motorola submitted three bids, each a five-year agreement and with slightly different camera capabilities, those yearly costs are \$19,110, \$27,472 and \$45,033. Lenslock provided a five-year agreement at \$15,464 and AXON at ten-year agreement at \$21,414 for the first five years and \$17,886.12 for years 6-10. Staff compared all three proposals and determined the bid from AXON is the most cost effective over the course of the ten-year agreement, has better camera options and capabilities and is compatible with the new AXON body worn cameras. AXON has teamed up with ZOLL to provide new AED and Trauma packs, to replace our existing AEDs, which are outdated and expensive to maintain. The ZOLL agreement is for five years and can be renewed for another five years as needed.

**Recommended Action:** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	<b>Mayor</b>		
<u>x</u> Staff Report	___ Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
___ Correspondence	<u>x</u> Proposed Resolution	<b>Council Member</b>		
<u>x</u> Bid Tabulation	___ Attorney's Report	M___ S___ <b>Lucas</b>	___	___
___ P/C Recommendation	___ Petition	M___ S___ <b>Kimmons</b>	___	___
___ P/C Minutes	___ Contract	M___ S___ <b>Jeffrey</b>	___	___
___ Application	___ Budget Amendment	M___ S___ <b>Kyser</b>	___	___
___ Citizen	___ Legal Notice			
___ Consultant Report	___ Other _____		Passed	Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SALES AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE PURCHASE OF POLICE VEHICLE IN-CAR CAMERAS.**

**WHEREAS**, the existing vendor of in-car cameras for Moberly police vehicles will no longer be available and bids were requested from several vendors; and

**WHEREAS**, bids and demonstrations were provided by vendors and it was determined that Axon Enterprises, Inc., was the lowest responsible bidder; and

**WHEREAS**, Axon has presented an Agreement to provide 7 in-car cameras, routers, signal units, antennas, compact trauma kits and associated software components for a period of ten (10) years at an annual cost of \$21,414 for the first five years and \$17,886.12 for years six through 10 which staff is recommending.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further action as may be needed to effectuate the purpose of this Resolution.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk



## 10-YEAR QUOTE SUMMARY

MOBERLY POLICE DEPT. - MO

Axon Enterprise, Inc.  
17800 North 85<sup>th</sup> Street  
Scottsdale, AZ 85255  
Phone: 800.978.2737



AXON

## SOLUTION OVERVIEW

Axon's Fleet 3 in-car camera system bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together to help equip your fleet with the solutions it needs. Whether easing your administrative burden back at the station or protecting your officers in the field, Moberly Police Dept. will receive the following program features and products to help you meet your goals.

## HARDWARE COMPONENTS

### IN-CAR CAMERA SYSTEMS

- ▶ 7 Axon Fleet 3 Camera Kits
- ▶ 7 Cradlepoint IBR900 Routers
- ▶ 7 Axon Signal Units
- ▶ 7 Airgain Antennas
- ▶ 7 ZOLL AED PLUS + Compact Trauma Kits

## SOFTWARE COMPONENTS

### IN-CAR CAMERA SYSTEMS

- ▶ 7 Axon Fleet 3 In-Car System Licenses
- ▶ 7 Axon Fleet 3 ALPR Licenses
- ▶ 7 Axon Respond+ Licenses
- ▶ 14 Axon Fleet 3 Unlimited Storage Licenses

## TRAINING AND SUPPORT

- ▶ Axon Full-Service Deployment
- ▶ 7 Axon Fleet 3 Vehicle Installations

## WARRANTIES AND REFRESHES

- ▶ Ten-Year In-Car Camera System and Axon Signal Unit Warranties
- ▶ In-Car Camera Refresh at 5-years with install. In-Car Camera Refresh at 10-years.

## PROGRAM DELIVERABLES

HARDWARE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Front-Facing Dual-View Cameras	X				X
Rear-Facing Interior Cameras	X				X
Axon Fleet 3 Hubs	X				
Axon Signal Units	X				
Airgain Antennas	X				
Cradlepoint Router Kit	X				
Zoll AED PLUS + Compact Trauma kit	X				
SOFTWARE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Axon Fleet 3 In-Car System Licenses	X				
Axon Fleet 3 ALPR Licenses	X				
Axon Fleet 3 Unlimited Storage Licenses	X				
Axon Respond+ Licenses	X				
Axon Fleet Dashboard MDC Application	X				
SERVICES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Axon Full-Service Deployment	X				
Axon Fleet 3 Vehicle Installations	X				
WARRANTIES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Axon Fleet 3 In-Car Camera and Axon Signal Manufacturer + Extended Warranties	X				
Zoll Product Warranty (provided by Zoll)	X				

## PROGRAM DELIVERABLES - CONTINUED

HARDWARE	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Front-Facing Dual-View Cameras	X				X
Rear-Facing Interior Cameras	X				X
Axon Fleet 3 Hubs	X				
Axon Signal Units	X				
Airgain Antennas	X				
Axon Fleet SIM cards	X				
Cradlepoint Router Kit	X				
SOFTWARE	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Axon Fleet 3 In-Car System Licenses	X				
Axon Fleet 3 ALPR Licenses	X				
Axon Fleet 3 Unlimited Storage Licenses	X				
Axon Respond+ Licenses	X				
Axon Fleet Dashboard MDC Application	X				
SERVICES	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Axon Full-Service Deployment	X				
Axon Fleet 3 Vehicle Installations	X				
WARRANTIES	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Axon Fleet 3 In-Car Camera and Axon Signal Manufacturer + Extended Warranties	X				

## AXON FLEET 3 COST OVERVIEW

COST OVERVIEW	
Program Length	10-Years
Refresh Schedule	Axon Fleet Camera Kit-Every 5 yrs
BILLING SCHEDULE	
Year 1	\$21,414.12
Year 2	\$21,414.12
Year 3	\$21,414.12
Year 4	\$21,414.12
Year 5	\$21,414.12
Year 6	\$17,886.12
Year 7	\$17,886.12
Year 8	\$17,886.12
Year 9	\$17,886.12
Year 10	\$17,886.12
SAVINGS OVERVIEW - By committing to 10-years versus 5	
Estimated Savings per Year	\$3,118.08
Total Savings Offered	\$31,180.80
TOTAL	
Total Program Cost*	\$196,501.20

## IN CONCLUSION

By agreeing to a longer-term contract, Moberly Police Dept. will receive an overall savings of \$31,180.80. In addition to the financial advantages, utilizing Fleet 3 in seamless integration with your existing Axon Body Cameras and Evidence.com management system, will help Moberly Police Dept. operate with substantially greater efficiency, giving them more time out in the community keeping folks safe.

The License-Plate Reading technology is critical to modern policing, protecting lives and property.

The GPS and Livestream function of the Fleet 3 system will allow Dispatch and Police Administration to send help when it's needed, where it's needed, protecting one of the city of Moberly's greatest resources: It's Police Officers.

The Zoll AED's and Trauma kits will allow Moberly Police Dept. the capability to be life-savers in the critical minutes between their response and the arrival of trained medical personnel.

For your convenience, we have also included a link to our [Master Services and Purchasing Agreement](#) for you to review.

If you have any questions regarding our solutions or pricing, please contact:

### POINT OF CONTACT

Joe Koestner  
Account Executive

480-515-6377  
JKoestner@axon.com

Please note, to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Moberly Police Dept. to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.

APPENDIX

# PROTECT LIFE



## DETAILED SOLUTION OVERVIEW

### // AXON FLEET 3

Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle through best-in-class hardware and seamless integration with your Axon Body Cameras. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented and policing processes become more efficient and purposeful. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections. The system also leverages Automatic License Plate Recognition (ALPR) technology to quickly gather information tied to plate reads.



Axon Fleet 3 also comes equipped with real-time awareness technology that makes livestreaming a video feed from the front-facing camera possible, as well as Axon Signal technology to automatically start a recording if a particular action is taken or a device is engaged.

### AXON FLEET 3 IN THE FIELD

Vehicles equipped with Axon Fleet 3 can capture clear and admissible evidence from two cameras—including a front-facing Dual-View camera and rear-facing Interior Camera—both with four configurable resolutions from 480p to 1080p.

The Dual-View Camera supports a Panoramic mode with a 5:2 aspect ratio. This aspect ratio lessens the view of the vehicle's hood—as well as the sky—when recording, which helps capture a wider view of events happening in front of the vehicle.

The camera uses two built-in image sensors and auto-exposure capabilities to record high-quality video in all conditions ranging from dim twilight to bright daylight. This technology helps the camera adjust to a variety of lighting environments as the patrol vehicle moves, including traveling through tunnels and parking garages. Additionally, the use of motion blur technology helps to clearly capture fast-moving objects, which is especially useful when using our ALPR technology to scan license plates in the flow of traffic.

The Interior Camera captures video in full color during daylight operation and automatically transitions to capture video in infrared at night. This infrared technology enables video recording even in total darkness, ensuring any activity taking place within the vehicle's cabin is documented. The Interior Camera has a set aspect ratio of 4:3, which allows the camera to capture video evidence of the back cabin, from door-to-door, and above an occupant's head to below their knees.

Each Axon Fleet 3 camera leverages integration with the Axon Body Camera outside the vehicle and a multi-microphone setup inside the vehicle. The Dual-View Camera has three built-in microphones, and the Interior Camera has two built-in microphones. With these multiple integrated microphones,



Axon Fleet 3 can make the most effective use of Axon's audio algorithm—developed in partnership with Nokia—which dramatically improves captured audio. Combining Nokia-OZO's Audio Focus and Audio Windscreen technology with our audio algorithm helps to improve speech clarity and reduce unwanted environmental noise in a variety of recording settings.

## ADDITIONAL FEATURES AND BENEFITS

- ▶ **A DURABLE DESIGN** that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
- ▶ **CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE** that keeps the system running while the ignition is switched on.
- ▶ **BACK UP BATTERY POWER** for up to 30 minutes once the ignition is switched off.
- ▶ **A BUILT-IN ALPR CAMERA** with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
- ▶ **A CONFIGURABLE PRE-EVENT BUFFER** that can capture up to two minutes of video before the camera is actively recording.
- ▶ **COMPATIBLE WITH AXON WIRELESS MICROPHONES** with a range of 1,000 feet.
- ▶ **EMBEDDED REAL-TIME AWARENESS TECHNOLOGY** that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
- ▶ **EMBEDDED AXON SIGNAL TECHNOLOGY** tied to configurable triggers that activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked.
- ▶ **VIDEO RECALL FEATURE** that allows for recovery of video footage if a device was not recording at the time of an incident.
- ▶ **FUTURE SUPPORT** for up to five in-car video cameras.

## EASE OF USE THROUGH AXON FLEET DASHBOARD

The Axon Fleet Dashboard application—designed for a police vehicle’s MDC—can be used to control and support your Axon Fleet 3 in-car cameras. Axon Fleet Dashboard allows users to start and stop camera recordings, play recorded videos, add metadata to videos, and offload evidence directly from the vehicle. Additionally, Axon Fleet Dashboard supports user interactions with Axon Fleet 3’s built-in ALPR capabilities, which include receiving and responding to vehicle hotlist notifications.

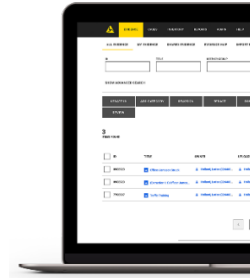
Once signed in to Axon Fleet Dashboard, users can interact with and navigate four main pages:

- ▶ **DEVICES** – Users can review camera status, manually start and stop a camera recording, and watch live views from connected in-car and body-worn cameras.
- ▶ **VIDEOS** – Users can review and add metadata to videos, position videos for priority upload, and check the upload status of videos.
- ▶ **ALPR** – Users can view and interact with ALPR system notifications and responses.
- ▶ **SETTINGS** – Users can review vehicle, user, and system information, pair with and change body-worn camera settings, and sign out of the application.

## // AXON EVIDENCE

Axon Evidence is a scalable, cloud-based DEMS, which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features and efficient workflows to easily store, organize, and view evidence.

On top of that, Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.



## AXON EVIDENCE AT THE STATION

Personnel in a variety of roles can use Axon Evidence as the centralized system for uploading, storing, managing, searching, and organizing evidence—both captured via devices in the Axon Ecosystem, and gathered from other, third-party sources.

Each user of Axon Evidence has their actions and capabilities within the system determined by role-based access permissions within the system.

These permissions are reflected within the system's dynamic user interface. For example, an Admin user will most likely have access to more tools and actions than that of a Basic user. Depending on those permissions, a user's experience in the system will vary. Providing a specific user with only the actions necessary to complete their duties when working within Axon Evidence creates a cleaner workspace with fewer distractions. No more mouse clicks that trigger unwanted actions or navigating through hundreds of unnecessary evidence files.

## SEARCHING AND MANAGING EVIDENCE

The search functionality in Axon Evidence is designed to reduce the time it takes to locate an evidence file. The search interface offers an intuitive design that allows users to quickly navigate the search fields and filters to find exactly what they are looking for.

Axon Evidence also supports bulk action capabilities that can save users time when managing the system and their evidence. For example, instead of going into the video player interface to perform actions on an individual video, Axon Evidence supports bulk actions that can be performed on one or many selected videos based on search results, which can save time when managing multiple pieces of evidence.

## WORKING WITH EVIDENCE

While working with evidence, users will have the ability to review and playback video and audio with our built-in media player. With basic controls that allow a user to play, stop, rewind, fast forward, and control the speed at which evidence files are played, users can quickly and thoroughly review their evidence.

While reviewing evidence from the View Evidence page, your users can also:

- ▶ **CREATE CLIPS AND MARKERS** to focus on or separate certain parts of a video
- ▶ **CREATE REDACTIONS** with powerful AI that helps detect and mask common objects such as license plates, MDC screens, and faces
- ▶ **VIEW METADATA OVERLAYS** that display important information such as the time and date
- ▶ **ADD METADATA, TAGS, NOTES, AND CATEGORIES** to the evidence file
- ▶ **SHARE EVIDENCE FILES** with other users or external partners
- ▶ **ACCESS AND DOWNLOAD THE AUDIT TRAIL** to review actions taken on the evidence
- ▶ **VIEW LOCATION DATA AND AUTOMATED TRANSCRIPTIONS** that may be associated with the evidence file

## CONTROLLING ACCESS TO EVIDENCE

Axon Evidence governs access to stored information through agency-defined access control settings and configurations. Administrators will create roles for different users that dictate levels of access. Each Axon Evidence user will then be assigned one of these roles, which determines if they do or do not have access to particular DEMS features and functions. Agencies can also create cases and groups to control evidence access lists and improve sharing workflows.

Additionally, Axon Evidence provides many agency-customizable security features to secure digital evidence, including password complexity requirements, failed login limits, and enforced timeout settings. Multi-factor authentication options are also available to allow a user to access the system without the need for an administrator's approval.

## PROTECTING THE CHAIN OF CUSTODY

Robust evidence, device, and user audit trails help protect the chain of custody within the system. For peace of mind, every action taken by your personnel when in the system is tracked and recorded in a tamperproof audit trail.

Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers Moberly Police Dept. a way to understand the controls put in place to secure Axon Evidence and the data you store in it.

## SECURING THE SYSTEM AND EVIDENCE

---

Axon Evidence was designed and operates to ensure compliance with the FBI CJIS Security Policy. Moberly Police Dept. can be assured that your digital data is protected by a robust information security program designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats.

Additionally, all evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES.

Axon Fleet Dashboard also supports the ability for two users to be signed into the same session at once. Any video evidence recorded when two users are signed in will have dual ownership when evidence is uploaded to Axon Evidence, thus allowing both users to access and manage the captured evidence.

## AT THE STATION

---

When in the field, an Axon Fleet 3 patrol vehicle is constantly connected to Axon Evidence through the Cradlepoint router. This router uploads video evidence stored on the Axon Fleet Hub—the in-car vehicle's storage system—via an LTE or Wi-Fi connection. This constant transfer of data helps to both free up onboard storage and reduce manual upload processes when back at the station, and makes evidence available to Axon Evidence administrators and Moberly Police Dept.'s command staff faster.

## REAL-TIME SITUATIONAL AWARENESS

---

With our real-time situational awareness technology—Axon Respond—enabled, dispatch and command staff can quickly gain insight into a call-for-service or a patrol vehicle's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can open up the Axon Respond Map and access livestreams from active cameras, view location data as cameras move, and receive live alerts and notifications. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change and/or escalate.

Whether checking in on a unit or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

AXON

ZOLL®

# LIFESAVING TOOLS FOR YOUR PATROL VEHICLES

*1,000 cardiac arrests occur daily in the United States. Every minute after onset of a cardiac arrest, probability of survival drops 10%*

Axon is partnering with ZOLL® to provide lifesaving tools for law enforcement. ZOLL® is medical technology company focused on improving public safety outcomes. ZOLL® AEDs provide a tool for officers to provide high-quality CPR and defibrillation on both adults and children prior to EMS arrival, improving survival outcomes for those suffering from cardiac arrest and traumatic injury.

## AED OPTION

**ZOLL AED Plus:** The AED Plus® with clinically proven, integrated, real-time CPR feedback and industry-leading long-life consumables, sets the benchmark for dependability, durability, performance, and readiness.

## TRAUMA KIT OPTION

**Compact Trauma Kit:** Compact and lightweight, this system is perfect for the workplace or on the go. Keep a kit on work trucks, in the office, or with emergency response team members so anyone with the Mobilize Rescue app is prepared to manage severe bleeding, seizures, choking, hypothermia, and other emergencies.

*NOTE: Refills for used AED pads/electrodes and battery packs that have expired will be fulfilled through [axon.com](https://www.axon.com)*

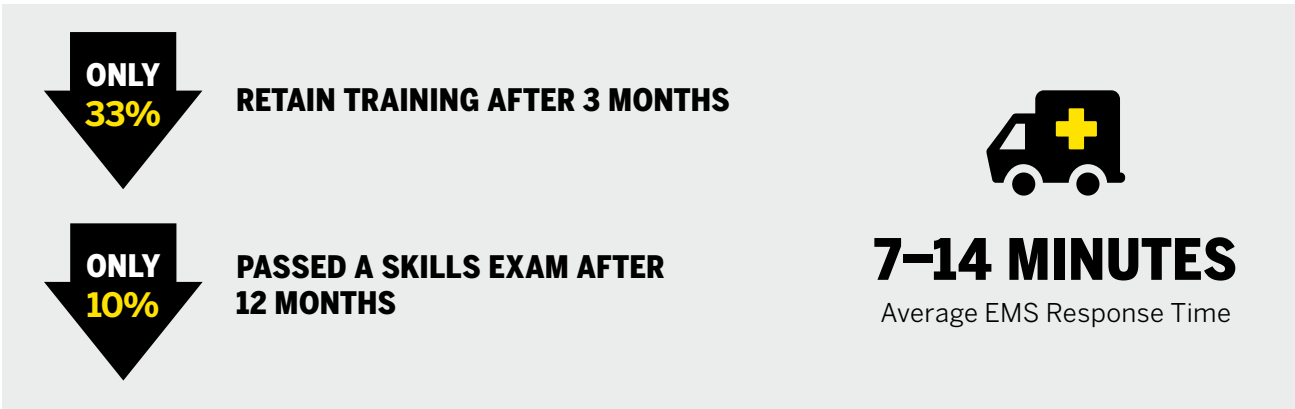
Interested in learning more? Contact an Axon representative [axon.com/zoll-medical-contact](https://www.axon.com/zoll-medical-contact)



ZOLL FEATURES

- Proprietary Enhanced Real CPR Help - Full-color display with vivid rescue images, CPR cycle timer, and large color bar gauge showing CPR compression depth
- Fully automatic - Deliver a shock in as little as 5 seconds, only when needed
- Intuitive - Digital touchscreen, voice prompts, and color-coded pads give clear guidance to users
- Single-button “Child Mode” - Activate child mode and use the same set of Uni-padz for adolescent patients
- WiFi connected - Access and transmit cardiac arrest event data to medical professionals
- Self-check - Devices self-check shock readiness and battery status daily
- 5+ year useful life

TRAINING FADES QUICKLY

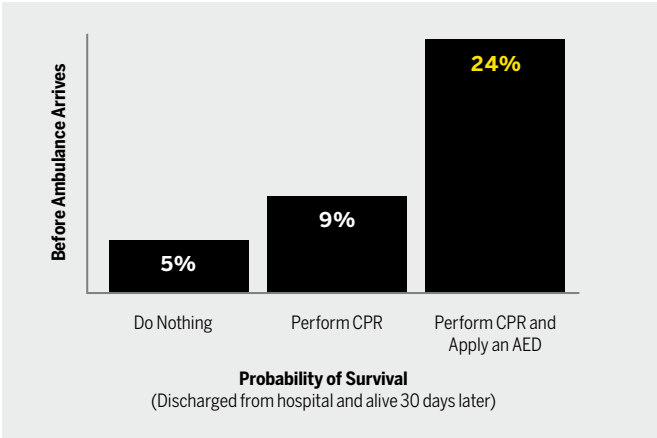


**TRAUMA IS THE #1 CAUSE OF DEATH** for ages 1–46. According to the National Trauma Institute, trauma accounts for 30% of all lives lost in the United States.

**30,000 PREVENTABLE TRAUMATIC DEATHS**  
The American College of Surgeons estimates that 30,000 traumatic deaths could be prevented each year with increased access to trauma care.

SURVIVAL INCREASES WITH EARLY INTERVENTION

Officers are often the first on scene and are expected to administer acute care. Every minute after onset, the probability of survival drops 10%. Research shows that the probability of survival increases dramatically when CPR is performed and when an AED is applied before an ambulance arrives.



Interested in learning more? Contact an Axon representative [axon.com/zoll-medical-contact](https://axon.com/zoll-medical-contact)




## DEDICATION TO CUSTOMER SUCCESS

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. We are committed to providing Moberly Police Dept. with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, additional training, consulting advice, or help with exchanging and returning equipment, our dedicated team is here for you. Through regular communication, our knowledgeable staff can offer Moberly Police Dept. the support you should expect from a service provider. This support includes access to:

- ▶ **24/7 CUSTOMER SUPPORT** – Axon's full customer support division is available via live phone support, 24 hours a day, seven days a week.
- ▶ **PROFESSIONAL SERVICES** – Experienced and skilled personnel who are involved in the implementation, development, deployment, management, and support of your Axon program
- ▶ **SALES ENGINEERS (SE)** – SEs own the technical aspects of the sales process and have a technical mindset that allows them to understand complex systems and solve intricate challenges involving hardware, software, and network issues
- ▶ **CUSTOMER SUCCESS MANAGERS** – Dedicated Axon personnel assigned per agency who communicate important operating system/firmware and hardware updates, identify day-to-day bugs, and address general issues, as well as fulfill hardware refreshes and deployment of new equipment, conduct quarterly business reviews with customers, and identify important customer feature requests
- ▶ **SUBJECT MATTER EXPERTS (SME)** – SMEs have vast experience in Axon products and an understanding of the complex issues that affect law enforcement around the world
- ▶ **ECOMMERCE** – Axon's online store is available to clients for an expedited purchasing experience on smaller orders
- ▶ **CONSULTANTS** – Part-time expert consultants, made up of retired law enforcement leaders, who deliver service on smaller projects and serve as additional resources on large projects
- ▶ **AXON'S EXECUTIVE TEAM** – A leadership team with broad business and technology experience
- ▶ **AXON'S TASER ENERGY WEAPON TEAM** – A team of experienced TASER energy weapon sales reps, engineers, and SMEs
- ▶ **CURRENT CLIENT EXPERIENCE** – Reference information provided by our current clients to demonstrate our experience working with agencies of similar size and scope of work
- ▶ **AXON ACCELERATE** – Axon's user conference brings members of the law enforcement community, technology leaders, and prosecutors together to learn how agencies can make policing more effective and efficient with Axon products



- 
- ▶ **ACCOUNT MANAGEMENT HELP** – Available assistance when issues arise with an agencies account
  - ▶ **LUNCH AND LEARNS** – Short informational sessions to share knowledge across and within different disciplines at Axon
  - ▶ **LEARNING AND DEVELOPMENT** – Ongoing training courses that cover and promote proper software and hardware use and compliance

Our goal is to provide Moberly Police Dept. with the necessary assistance to help make the most of the solutions you count on every day. With a network of resources dedicated to and designed to meet the needs of law enforcement, Axon is here to help.

**FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

**Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Moberly Police Dept. - MO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

**Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

**Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

**Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

#### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

#### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

#### **[Evidence.com](#)**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

#### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

#### **VEHICLE INSTALLATION**

#### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

#### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

#### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

SHIP TO	BILL TO
Delivery/Invoice-300 N Clark St 300 N Clark St Moberly, MO 65270-1520 USA	Moberly Police Dept. - MO 300 N Clark St Moberly, MO 65270-1520 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Troy Link Phone: (660) 263-0346 Email: tlink@moberlypd.com Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$196,501.20
ESTIMATED TOTAL W/ TAX	\$196,501.20

Discount Summary

Average Savings Per Year	\$3,118.08
TOTAL SAVINGS	\$31,180.80

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$21,414.12	\$0.00	\$21,414.12
Apr 2025	\$21,414.12	\$0.00	\$21,414.12
Apr 2026	\$21,414.12	\$0.00	\$21,414.12
Apr 2027	\$21,414.12	\$0.00	\$21,414.12
Apr 2028	\$21,414.12	\$0.00	\$21,414.12
Apr 2029	\$17,886.12	\$0.00	\$17,886.12
Apr 2030	\$17,886.12	\$0.00	\$17,886.12
Apr 2031	\$17,886.12	\$0.00	\$17,886.12
Apr 2032	\$17,886.12	\$0.00	\$17,886.12
Apr 2033	\$17,886.12	\$0.00	\$17,886.12
Total	\$196,501.20	\$0.00	\$196,501.20

Q-451753-44950.765JK

Issued: 01/24/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 05/01/2024

Account Number: 486467  
Payment Terms: N30  
Delivery Method:



Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$227,682.00

\$218,332.80

\$196,501.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	120	\$250.05	\$238.92	\$212.93	\$178,861.20	\$0.00	\$178,861.20
A la Carte Hardware									
100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7			\$2,520.00	\$2,520.00	\$17,640.00	\$0.00	\$17,640.00
Total							\$196,501.20	\$0.00	\$196,501.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7	04/01/2024
	70112	AXON SIGNAL UNIT	7	04/01/2024
	71200	FLEET ANT. AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	7	04/01/2024
	72036	FLEET 3 STANDARD 2 CAMERA KIT	7	04/01/2024
	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	04/01/2024
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	7	04/01/2029
	100092	FLEET REFRESH TWO, 2 CAMERA KIT	7	04/01/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	7	05/01/2024	04/30/2034
	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	7	05/01/2024	04/30/2034
	80402	RESPOND DEVICE LICENSE - FLEET 3	7	05/01/2024	04/30/2034
	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	14	05/01/2024	04/30/2034

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	7
	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	7	05/01/2024	04/30/2034
	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	7	04/01/2025	04/30/2034

Payment Details

Apr 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 1	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	100600	ZOLL AED PLUS + COMPACT TRAUMA KIT	7	\$3,528.00	\$0.00 \$3,528.00
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$21,414.12	\$0.00 \$21,414.12

Apr 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$17,886.12	\$0.00 \$17,886.12

Apr 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$17,886.12	\$0.00 \$17,886.12

Apr 2031					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$17,886.12	\$0.00 \$17,886.12

Apr 2032					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$17,886.12	\$0.00 \$17,886.12

Apr 2033					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	7	\$17,886.12	\$0.00 \$17,886.12
Total				\$17,886.12	\$0.00 \$17,886.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/24/2023



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** A Resolution Authorizing Single Source Purchase From Wireless USA For Installation Of Fiber Optic Phone Lines.

**Summary:** The monthly cost for the T-1 lines connecting dispatch to our base radios and antennas recently increased from \$656 to \$3,016.34. The increase was due to AT&T phasing out copper lines and connections in favor of fiber optic. Fiber is cheaper to maintain than copper lines and circuits. We have a maintenance agreement with Wireless USA for all our radios and equipment, Wireless USA is the only authorized Motorola dealer for this area. To change the radios from copper T-1 lines to fiber optic lines requires some equipment upgrades, those parts and labor are \$12,481.13. Currently sufficient funds are available in our data processing line item to cover this expense.

**Recommended Action:** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye** **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

BID NO.\_\_\_\_\_

RESOLUTION NO.\_\_\_\_\_

**A RESOLUTION AUTHORIZING SINGLE SOURCE PURCHASE FROM WIRELESS USA FOR INSTALLATION OF FIBER OPTIC PHONE LINES.**

**WHEREAS**, AT&T, who provides the phone lines for the city’s 911 call center, is phasing out the use of cooper phone lines in favor of fiber optic lines; and

**WHEREAS**, this change out must be performed by an authorized Motorola dealer and is therefore a single-source purchase and exempt from the city’s bid purchasing policy; and

**WHEREAS**, Wireless USA is an authorized Motorola dealer and has provided a bid to the city of \$12,481.13 for the equipment upgrades, parts and labor necessary to install fiber optic lines.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the use of Wireless USA as a single-source provider and their bid of \$12,481.13 for installation of fiber optic lines and authorizes the city manager to contract for their services and to take such other and further action necessary to accomplish the purposes of this resolution.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk



P.O. BOX 775582  
 REMIT TO: ST. LOUIS, MO 63177-5582  
 314-615-3152 888-615-3100  
 acct-rec@wirelessusa.com

**INVOICE**



Sold To: **MOBERLY POLICE DEPT**  
**300 N CLARK**  
**MOBERLY MO 65270**

No.	293830	Dept.	W08
Date	06/13/2023	Cust.	818949F

TICKET	DATE	DESCRIPTION	QTY	UNIT	PARTS	LABOR	TOTAL
857871.0	06/12/23	PROJECT			9181.13	3300.00	12,481.13
					=====	=====	=====
					9181.13	3300.00	12,481.13
					=====	=====	=====
		PAY THIS AMOUNT <NET 10 DAYS>					12,481.13

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** A Resolution Approving And Authorizing The City Manager To Execute A Purchase Agreement With Intrado Life & Safety Solutions Corporation For Ecats911 Equipment.

**Summary:** When the new Zetron 911 computers were purchased and installed from A&W Communications, we lost access to a large portion of our 911 call data and reports. A&W was asked where we could find these reports, and learned they were not available on the system we purchased. We would need to purchase Zetron MAX MIS to obtain the reports we wanted. They provided a bid for those, but it appears what they have available is not what we want, the ability to know from where 911 calls, both in-line and cellular originate from, and who those calls are transferred to, both 911 and administrative transfers. Our consultant Stacen Gross located ECaTS, which is able to deliver all the 911 reports we want plus many more. ECaTS goes well beyond the capabilities of Zetron and based on our current experience with Zetron and A&W Communications, we are not interested in utilizing a system they rarely propose for sale and seem to know very little about it. Below is the cost for each over three years.

	Zetron MAX MIS	ECATS MIS & Text
<b>Year 1</b>	\$12,910.00	\$10,855.20
<b>Year 2</b>	\$0	\$4,555.20
<b>Year 3</b>	\$0	\$4,555.20
<b>Total Cost</b>	\$12,910.00	\$19,965.60

**Recommended Action:** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

**BILL NO.**\_\_\_\_\_

**RESOLUTION NO.**\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH INTRADO LIFE & SAFETY SOLUTIONS CORPORATION FOR ECATS911 EQUIPMENT.**

**WHEREAS**, the current 911 equipment in use at the Moberly 911 Call Center does not provide all of the 911 data needed to accurately track calls; and

**WHEREAS**, city staff has determined that Intrado Life & Safety Solutions Corporation (“Intrado”) has a system called ECaTS911 that can provide Wireless Routing Analysis and MIS Reporting which will generate reporting to show, among other things, the origin of 911 calls and to where those calls are transferred; and

**WHEREAS**, Intrado has provided a bid of \$19,965.60 for a three (3) year agreement with the city; and

**WHEREAS**, city staff recommends accepting and approving the attached Agreement and authorizing the City Manager to execute the agreement on behalf of the city.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts and approves the attached Agreement and authorizes the City Manager to execute the agreement on behalf of the city and further authorizes the City Manager to take such other and further action as may be required to effectuate the purchase of the Intrado equipment on behalf of the city.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

**Company Name: Intrado Life & Safety Solutions Corporation**

## **MIS and Text to 911 Reporting**

*for*

**Moberly Police Dept., MO**

(DIRECT)

**Quote Number: 73733**

**Version: 1**

**June 08, 2023**

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

## Summary All Sites

Item

Price

#8.

MIS Reporting	\$19,965.60
Text to 911	\$2,624.00

<b>Total:</b>	<b>\$22,589.60</b>
---------------	--------------------

## Summary - MIS Reporting

#8.

Item	Price
Systems	\$3,400.00
Services	\$2,900.00
Recurring Services	\$13,665.60
<hr/>	
<b>Total:</b>	<b>\$19,965.60</b>

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$3,400.00	\$2,900.00	\$4,555.20		<b>\$10,855.20</b>
Year 2			\$4,555.20		<b>\$4,555.20</b>
Year 3			\$4,555.20		<b>\$4,555.20</b>
<b>Totals</b>	<b>\$3,400.00</b>	<b>\$2,900.00</b>	<b>\$13,665.60</b>		<b>\$19,965.60</b>

Site: MIS Reporting

Item#	Description	Qty	List Price	Selling Price	Total
<b>ECATS Setup Fees</b>					
DC-LNX/1	Data Collector for Standard Deployments	1	\$3,400.00	\$3,400.00	\$3,400.00
				<b>Subtotal</b>	<b>\$3,400.00</b>
<b>ECATS Professional Services</b>					
DC-STAGE	Data Collector Staging	1	\$500.00	\$500.00	\$500.00
ES-SA	Post-Cutover Setup - Host/Remote Configurations	1	\$2,000.00	\$2,000.00	\$2,000.00
ES-TRN	Training - Host/Remote Configurations	1	\$400.00	\$400.00	\$400.00
				<b>Subtotal</b>	<b>\$2,900.00</b>
<b>ECATS Recurring Fees</b>					
ES-T3-MIS	MIS Data Services - Tier 3 : 50K - <250K (5-9 Pos) - Year 1	12	\$379.60	\$379.60	\$4,555.20
ES-T3-MIS	MIS Data Services - Tier 3 : 50K - <250K (5-9 Pos) - Year 2	12	\$379.60	\$379.60	\$4,555.20
ES-T3-MIS	MIS Data Services - Tier 3 : 50K - <250K (5-9 Pos) - Year 3	12	\$379.60	\$379.60	\$4,555.20
				<b>Subtotal</b>	<b>\$13,665.60</b>
				<b>Total</b>	<b>\$19,965.60</b>

## Summary - Text to 911

#8.

Item	Price
Services	\$500.00
Recurring Services	\$2,124.00
<hr/>	
<b>Total:</b>	<b>\$2,624.00</b>

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1		\$500.00	\$708.00		<b>\$1,208.00</b>
Year 2			\$708.00		<b>\$708.00</b>
Year 3			\$708.00		<b>\$708.00</b>
<b>Totals</b>		<b>\$500.00</b>	<b>\$2,124.00</b>		<b>\$2,624.00</b>



Site: Text to 911

Item#	Description	Qty	List Price	Selling Price	Total
<b>ECATS Professional Services</b>					
T9-SETUP	Text-to-911 Reports Setup	1	\$400.00	\$400.00	\$400.00
T9-TRN	TXT29-1-1 - Training	1	\$100.00	\$100.00	\$100.00
				<b>Subtotal</b>	<b>\$500.00</b>
<b>ECATS Recurring Fees</b>					
T9-SERVICE	TXT29-1-1 - Monthly Service Fee - Year 1	12	\$59.00	\$59.00	\$708.00
T9-SERVICE	TXT29-1-1 - Monthly Service Fee - Year 2	12	\$59.00	\$59.00	\$708.00
T9-SERVICE	TXT29-1-1 - Monthly Service Fee - Year 3	12	\$59.00	\$59.00	\$708.00
				<b>Subtotal</b>	<b>\$2,124.00</b>
				<b>Total</b>	<b>\$2,624.00</b>

**1** **ECaTS**

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

ECaTs services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

## Terms

#8.

<b>VENDOR NAME</b>	<b>Intrado Life &amp; Safety Solutions Corporation</b> Include quote number on P.O.
<b>SUBMIT P.O.</b>	erd-ordermanagementteam@intrado.com
<b>PRICING</b>	All prices are in USD
<b>INVOICING</b>	Per Contract
<b>DELIVERY</b>	TBD
<b>VALIDITY</b>	<b>Quote expires on December 05, 2023.</b>
<b>COPYRIGHT</b>	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corporation and is offered solely for the purpose of evaluation.

## Revision History

#8.

Revision Level	Proposal Writer	Notes	Date Revised
----------------	-----------------	-------	--------------

## Optional Signature Page

#8.

Customer can purchase the products and services in this Quote by:

- Issuing a purchase order for the Total Amount of the quote
- OR
- By signing below

Intrado Quote Number: 73733    Version: 1    Date Issued: June 08, 2023

Total Purchase Amount (Not including Optional Products or Services): \$22,589.60

Please check one: Bill the Total Amount Upfront: \_\_\_\_\_ Bill Annually: \_\_\_\_\_

ACCEPTED AND AGREED:

Customer is committing to the Total Purchase Amount listed above.

Customer Entity Name: Moberly Police Dept., MO

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

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

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

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

**By signing above, Customer acknowledges and agrees with the terms of the box checked below:**

☐ A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

☒ A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at <https://www.intrado.com/legal-privacy/terms/call-handling> as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.





# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#9.

Department: Community  
Development  
Date: June 29, 2023

**Agenda Item:** A Resolution Approving A Contract Between The City Of Moberly And Mark Twain Regional Council Of Governments For Professional Administrative Services For The Fennel Community Revitalization Grant, The Industrial Site Grant And The Wabash Height Grant Projects.

**Summary:** MTCOG submitted the lone proposal for Administrative services for the Fennel Community Revitalization grant (\$15,000) Industrial Site Grant (\$15,850) and Wabash ARPA (\$15,000). They are very knowledgeable about these projects and are clearly the best positioned group to assist us on these projects. Additionally, the Industrial Site Grant also includes the Gov. Cost Share and possibly EDA funding, which they would administer as part of the \$15,850.

These have been sent off to DED for review and approval. Staff is recommending approval of MTCOG's proposals, and selecting them for administration services on these three projects.

Funding for this work would be as follows;

- Fennel will be a blend of City ARPA funds, CID & Com Rev. Grant funds
- Wabash ARPA will be 100% Grant funded
- Industrial Site Grant will be 100% grant funded

We will pay some of these up front with Transportation Trust fund, and be reimbursed by the grants.

### Recommended

**Action:** Approve this resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kyser**

Passed

Failed



BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A THE RFP SUBMITTED BY MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS FOR PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE FENNEL COMMUNITY REVITALIZATION GRANT, THE INDUSTRIAL SITE GRANT AND THE WABASH HEIGHT GRANT PROJECTS.**

**WHEREAS**, the city requested proposals from interested parties to provide administrative services related to grant administration for three grant projects, the Fennel Community Revitalization, the Industrial Site and the Wabash Height projects; and

**WHEREAS**, one proposal from Mark Twain Regional Council of Governments (“MTRCG”) was received to provide the needed professional administrative assistance needed for all three (3) projects in the amount of \$45,875.00; and

**WHEREAS**, MTRCG is experienced and capable of providing the professional administrative assistance required by the city; and

**WHEREAS**, city staff recommends approving said RFP.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the RFP and authorizes the City Manager to contract for said services and further authorizes the City Manager to take such other and further action necessary to carry out the purpose of this resolution.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# Proposal to Provide Administrative Services for the City of Moberly

5/22/2023



**mark twain regional**  
council of governments

## Selection of Professional Administration Services

Mark Twain Regional Council of Governments

42494 Delaware Lane

Perry, MO 63462

(573) 565-2203

### Specialized Experience and technical competence as related to state and federal grant administration:

- The Mark Twain Regional Council of Governments (COG) staff has provided program and fiscal administrative services for organizations, cities, counties, and special districts within the Mark Twain region (Audrain, Macon, Marion, Monroe, Pike, Ralls, Randolph, and Shelby Counties) since 1969.
- Prepared grant applications and have administered funded projects for cities and counties since the beginning of the Community Development Block Grant (CDBG) program.
- Experienced in administering and environmental review services for a variety of projects including residential demolition, commercial demolition, flood buyout, property acquisition, community facility construction, housing rehabilitation, roads, bridges, water distribution, water treatment facility, water storage, wastewater treatment and collection, streets and storm water drainage.
- The COG staff work closely with municipalities during the initial application phase for projects and have many years of experience with project development and follow through.
- The COG has provided administration to over 300 projects since 1986.
- The COG provides administrative serves on federal funded Economic Development Administration (EDA) grants.

### Past Record of Performance:

- Have successfully administered and closed CDBG funded projects in Huntsville, Clarksville, Atlanta, Perry, Macon, Laddonia, Madison, Callao, New London, and several more.
- Currently administering over 35 CDBG projects throughout the eight-county region.
- Staff receives annual training on CDBG polices and procedures.
- COG staff maintains a timeline to make sure the projects meet the schedule outlined by CDBG.



- The COG is in compliance with E-Verify requirements and documentation of their compliance is attached to this proposal.
- The COG is currently administering 4 EDA grants.

#### **Proximity and Familiarity with the Area:**

- The Council of Governments has been located in the northeast Missouri Mark Twain region since 1969 and has continually worked toward improving and enhancing the economic climate of the region. The Council of Governments is centrally located in the region with an office in Perry.
- The Council of Governments has access to office facilities in all eight counties in the region. This enables the Council to remain a convenient provider of services and technical assistance.

#### **Capabilities of Carrying Out Grant Related Activities:**

- The COG maintains a full-time staff familiar with the region. The staff is available to travel to communities and counties to administer/inspect projects and also to assist with local planning and development projects.
- The COG staff is highly experienced in communicating local and regional needs to state and federal program managers and officials. Participation in state and federal programs by local governments is encouraged with program assistance available from COG staff.
- COG staff routinely prepare all residential demolition contract documents for each separate property in each project. The contract documents our office uses have been approved by Community Development Block Grant staff.
- The Council of Governments maintains a database of prior CDBG projects to utilize for reference when necessary.
- The COG staff has a high level of technical competency with respect to GIS mapping, measuring, and the use of technological devices to assist with all aspects of grant administration.

#### **References:**

- References below are cities we have worked with on a federal or state grant project and provided administration in the last five years:

Mollie Gilland, City Clerk  
 City of Atlanta  
 101 S. Atterberry  
 Atlanta, MO 63530  
 (660) 239-4890

Melissa O'Bannon, City Clerk  
 City of Madison  
 209 S. Main  
 Madison, MO 65263  
 (660) 291-5235

Jennifer Calvin, City Clerk  
 City of Clarksville  
 111 Howard  
 Clarksville, MO 63336  
 (573) 242-3336

Linda Haffecke, City Clerk  
 City of Huntsville  
 205 S. Main Street  
 Huntsville, MO 65259  
 (660) 277-3110

Danette Henderson, City Clerk  
 City of Perry  
 127 E. Main  
 Perry, MO 63462  
 (573) 565-3131

**Cost of Services:**

- The Mark Twain Regional Council of Governments proposes to perform the services of grant administration for the Fennel Complex project at the rate of \$15,000, the upgrades to the existing industrial park project at the rate of \$15,875 and the Wabash Street project at the rate of \$15,000.

**Documentation of Compliance with E-Verify requirements:**

- COG's E-Verify documentation is attached.

If any additional information is necessary or if there are any questions, please feel free to reach out to the Mark Twain Regional Council of Government's Executive Director Cindy Hultz at 573-565-2203.

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Mark Twain Regional Council of Governments (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing



information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE EMPLOYER**

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify



Company ID Number: 278923

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

Company ID Number: 278923

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo



Company ID Number: 278923

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

Company ID Number: 278923

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of



contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.



## E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action



against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV**

### **SERVICE PROVISIONS**

#### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.



## ARTICLE VI

### PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

**If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number: 278923

Approved by:

<b>E-Verify Employer Agent Employer</b> Mark Twain Regional Council of Governments	
Name (Please Type or Print) Robin Fitzgerald	Title
Signature Electronically Signed	Date 11/16/2009
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/16/2009



Company ID Number: 278923

**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	Mark Twain Regional Council of Governments
Company Facility Address	42494 Delaware Lane Perry, MO 63462
Company Alternate Address	42494 Delaware Lane Perry, MO 63462
County or Parish	RALLS
Employer Identification Number	430914922
North American Industry Classification Systems Code	813
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 278923

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MO

1

Company ID Number: 278923

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Cindy Hultz  
Phone Number 5735652203  
Fax 5735652205  
Email chultz@marktwaincoq.com

Name Devvn Campbell  
Phone Number 5735652203  
Fax  
Email dcampbell@marktwaincoq.com

Company ID Number: 278923

This list represents the first 20 Program Administrators listed for this company.



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#10.

Department: Finance

Date: June 29, 2023

**Agenda Item:** An ordinance authorizing and approving an amendment to the budget for the City of Moberly, Missouri previously adopted for the fiscal year July 1, 2022 to June 30, 2023.

**Summary:** Each year after all bills have been paid for the year, a review is performed to determine those accounting funds that have revenues and expenditures in excess of the budget. Adjustments are calculated for line items in those funds to bring the budgeted revenues and expenditures for each fund at least equal to actual revenues and expenditures. This ordinance incorporates those adjustments and formally amends the adopted budget, keeping the City in compliance with State statutes.

**Recommended Action:** Approve the ordinance.

**Fund Name:** Various

**Account Number:** Various

**Available Budget \$:** N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Lucas</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. \_\_\_\_\_

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

**AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI PREVIOUSLY ADOPTED FOR THE FISCAL YEAR JULY 1, 2022 TO JUNE 30, 2023.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

**SECTION ONE:** The City has previously adopted an Ordinance authorizing and approving a budget for the fiscal year July 1, 2022 to June 30, 2023.

**SECTION TWO:** The current fiscal year budget is hereby amended as set forth in the attached detailed schedule of transfers.

**SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 29th day of June, 2023.

**ATTEST:**

\_\_\_\_\_  
**Presiding Officer at Meeting**

\_\_\_\_\_  
**City Clerk**

**City of Moberly**  
**Fiscal Year 2022-2023 Budget Amendments**

Revenues					Expenditures				
Account Number	Description	Current Budget	Amended Budget	Difference	Account Number	Description	Current Budget	Amended Budget	Difference
110.000.4550	Refuse Collection	925,000.00	1,100,000.00	175,000.00	110.033.5417	Analytical and Testing Fees	30,000.00	40,000.00	10,000.00
110.000.4901	Interest Income	3,900.00	13,900.00	10,000.00	110.036.5450	WM-Residential Fees	925,000.00	1,100,000.00	175,000.00
<b>Solid Waste Fund Totals</b>		<b>928,900.00</b>	<b>1,113,900.00</b>	<b>185,000.00</b>			<b>955,000.00</b>	<b>1,140,000.00</b>	<b>185,000.00</b>
114.000.4579	Donations/Sponsorships	40,000.00	48,134.01	8,134.01	114.000.5418	Structure Demolition	0.00	5,500.00	5,500.00
114.000.4603	Transfer from Parks Sales Tax	206,134.01	255,000.00	48,865.99	114.000.5502	Capital Improvement Plan	80,000.00	130,000.00	50,000.00
114.000.4900	Miscellaneous	0.00	20,000.00	20,000.00	114.000.5630	Transfer to Parks Sales Tax	0.00	21,500.00	21,500.00
<b>Heritage Hills Golf Course Fund Totals</b>		<b>246,134.01</b>	<b>323,134.01</b>	<b>77,000.00</b>			<b>80,000.00</b>	<b>157,000.00</b>	<b>77,000.00</b>
115.000.4900	Miscellaneous	230,000.00	530,000.00	300,000.00	115.048.5502	Capital Improvement Plan	320,000.00	620,000.00	300,000.00
<b>Parks &amp; Recreation Fund Totals</b>		<b>230,000.00</b>	<b>530,000.00</b>	<b>300,000.00</b>			<b>320,000.00</b>	<b>620,000.00</b>	<b>300,000.00</b>
300.000.4530	Water Tap Fees	8,000.00	12,000.00	4,000.00	300.000.5815	Credit Card Transaction Fees	35,000.00	50,000.00	15,000.00
300.000.4532	Service Charges	55,000.00	65,000.00	10,000.00					
300.000.4911	E-Waste Disposal Fees	100.00	1,100.00	1,000.00					
<b>Utilities Collection Fund Totals</b>		<b>63,100.00</b>	<b>78,100.00</b>	<b>15,000.00</b>			<b>35,000.00</b>	<b>50,000.00</b>	<b>15,000.00</b>
302.000.4606	Transfer from Utilities Collection	49,500.00	78,000.00	28,500.00	302.000.5311	General Equipment Maintenance	0.00	8,500.00	8,500.00
				0.00	302.000.5503	Equipment Rental	0.00	20,000.00	20,000.00
<b>Utilities Replacement Fund Totals</b>		<b>49,500.00</b>	<b>78,000.00</b>	<b>28,500.00</b>			<b>0.00</b>	<b>28,500.00</b>	<b>28,500.00</b>
304.000.4100	Sales Tax	1,410,000.00	1,480,000.00	70,000.00	304.000.5408	Design Engineering	75,000.00	130,000.00	55,000.00
304.000.4901	Interest Income	12,000.00	22,000.00	10,000.00	304.000.5502	Capital Improvement Plan	0.00	25,000.00	25,000.00
<b>Capital Improvement Sales Tax Totals</b>		<b>1,422,000.00</b>	<b>1,502,000.00</b>	<b>80,000.00</b>			<b>75,000.00</b>	<b>155,000.00</b>	<b>80,000.00</b>
400.000.4701	State of Missouri Grant	0.00	18,000.00	18,000.00	400.000.5502	Capital Improvement Plan	0.00	18,000.00	18,000.00
<b>Emergency 911 Telephone Fund Totals</b>		<b>0.00</b>	<b>18,000.00</b>	<b>18,000.00</b>			<b>0.00</b>	<b>18,000.00</b>	<b>18,000.00</b>
903.000.4900	Miscellaneous	0.00	21,000.00	21,000.00	903.000.5500	Principal & Interest	0.00	21,000.00	21,000.00
<b>Ameren Solar Rebates Fund Totals</b>		<b>0.00</b>	<b>21,000.00</b>	<b>21,000.00</b>			<b>0.00</b>	<b>21,000.00</b>	<b>21,000.00</b>
906.000.4914	Settlement Proceeds	0.00	47,000.00	47,000.00	906.000.5500	Principal & Interest	0.00	47,000.00	47,000.00
<b>Solar Systems Settlement Fund Totals</b>		<b>0.00</b>	<b>47,000.00</b>	<b>47,000.00</b>			<b>0.00</b>	<b>47,000.00</b>	<b>47,000.00</b>
912.000.4102	Delinquent Real Estate Tax	20,000.00	32,000.00	12,000.00	912.000.5406	Contracted Services	25,000.00	35,000.00	10,000.00
912.000.4900	Miscellaneous Income	0.00	15,000.00	15,000.00	912.000.5419	Property Improvement Incentives	99,810.00	116,810.00	17,000.00
<b>Downtown CID Property Tax Fund Totals</b>		<b>20,000.00</b>	<b>47,000.00</b>	<b>27,000.00</b>			<b>124,810.00</b>	<b>151,810.00</b>	<b>27,000.00</b>
<b>Total Amendments</b>				<b>\$ 798,500.00</b>					<b>\$ 798,500.00</b>

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#11.

Department: Finance

Date: June 29, 2023

**Agenda Item:** An ordinance authorizing and approving the budget for the City of Moberly, Missouri for the fiscal year July 1, 2023, through June 30, 2024.

**Summary:** The final draft (revision #4) of the 2023-2024 budget has been presented to you via e-mail on June 22nd. Approval of this ordinance will formally adopt the budget as presented. Once the final numbers for fiscal year 2022-2023 are determined, the final budget document will be compiled, printed, and distributed as necessary and incorporated as part of this ordinance.

### Recommended

**Action:** Approve the ordinance.

**Fund Name:** Various

**Account Number:** Various

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Kyser**

Passed

Failed

BILL NO. \_\_\_\_\_

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

**AN ORDINANCE AUTHORIZING AND APPROVING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR THE FISCAL YEAR JULY 1, 2023 TO JUNE 30, 2024.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

**SECTION ONE:** Section 77.105 RSMo., requires third-class cities approve their annual budget by Ordinance, Resolution or Motion.

**SECTION TWO:** Section 78.610 RSMo., and city code section 2-161(h) imposes a duty upon the City Manager to prepare and submit an annual budget to the city council for each fiscal year.

**SECTION THREE:** Attached hereto and incorporated herein is the annual budget for the fiscal year July 1, 2023 to June 30, 2024 which has previously been reviewed and examined by the city council through a series of public meetings and which is hereby authorized and approved in all respects.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 29th day of June, 2023.

**ATTEST:**

\_\_\_\_\_  
**Presiding Officer at Meeting**

\_\_\_\_\_  
**Shannon Hance, MRCC, City Clerk**

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#12.

Community  
Department: Development  
Date: June 29, 2023

**Agenda Item:** An Ordinance Amending Sections 40-800 And 40-802 Relating To Recreational Off-Highway Vehicles And Golf Carts.

**Summary:** The City of Moberly has an existing ordinance allowing golf carts and ROHV (Recreational Off-Highway Vehicles) the ability to drive on streets within the City Limits with specific requirements since 2018. The County passed similar regulations at the same time and we chose to allow people that acquired the County permit to operate in the City as well. The County has dropped that program as of June 30th, and people with these vehicles that have permits expiring are wanting to get new permits, so they are coming to the City for permits.

Based on our experience, we are recommending some modifications to help with some of the minor issues before we start issuing the permits in Moberly. Below are some of the Concerns & Recommendations from staff;

C - Previously, no inspections of vehicles required, so many people said they had turn signals, lights, etc. when in fact they didn't.

R - ROHV's are the ones that can go anywhere, and are higher speeds. They will be required to take the vehicle to the Street Maintenance facility for review of safety features, upon approval staff will install the permit sticker on the rear in a visible location. Golf carts are not able to be driven to the Street maintenance facility for inspection and many owners don't have trailer. Police are recommending the Affidavit format to address these.

C - Vehicles not permitted, not having required equipment driving around town

R - Staff will be installing the permit stickers on the back of ROHV's during inspection, we are trying to get higher visibility stickers. If permits are not visible, PD can issue tickets and revoke ability to apply for a new permit for 1 year.

C - Underage/unlicensed drivers operating golf carts on streets or r/w.

R - Nothing will completely stop this, however applicants will be required to complete an affidavit assuring the golf carts have required equipment and that unlicensed drivers cannot operate the golf cart on the streets or r/w's within the City Limits, and if found in violation they would lose their permit for 1 year.

Other modifications included clarifying the terms specifically for golf carts and ROHV's as they have different safety/equipment requirements and access to roadways.

The state sets the maximum fee of \$15, which is what we have in our ordinance and we have new permit stickers ordered for 2023/24 so that we could issue permits immediately under the current ordinance or the proposed modified ordinance, if approved.

### Recommended

**Action:** Approve this resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

**ATTACHMENTS:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other

**Roll Call**

**Aye**

**Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

\_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

\_\_\_

Passed

Failed



BILL NO: \_\_\_\_\_

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE AMENDING SECTIONS 40-800 AND 40-802 RELATING TO RECREATIONAL OFF-HIGHWAY VEHICLES AND GOLF CARTS.**

**WHEREAS**, Sections 40-800 and 40-802 of the Moberly City Code provide for the use and regulation of Recreational off-highway vehicles (ROHV) and golf carts (Carts"); and

**WHEREAS**, when these sections were originally adopted, Randolph County was also permitting ROHVs and Carts and city staff elected not to enforce the permitting of these vehicles in the Moberly city limits; and

**WHEREAS**, Randolph County no longer permits ROHVs or Carts and before the City of Moberly begins requiring permits for in-town use certain changes to Sections 40-800 and 40-802 need to be enacted for safety and efficiency.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI TO WIT:**

**SECTION ONE:** Chapter 40, Article XIII, Section 40-800 is hereby amended to read as follows:

**Sec. 40-800. Recreational off-highway vehicles and Golf Carts.**

- (a) A recreational off-highway vehicle (ROHV) is any motorized vehicle manufactured and used exclusively for off-highway use which is more than 50 inches but no more than 67 inches in width, with an unladen dry weight of 2,000 pounds or less, traveling on four or more nonhighway tires and which may have access to ATV trails.
- (b) A city permit allows access to all city streets, roads and highways within the city limits of Moberly.
- (c) **Requirements for operating a ROHV within the city:**
  - 1. Operator shall have a valid operator's or chauffeur's license, but is not required to pass an examination for the operation of a motorcycle;
  - 2. ROHVs must have a fully functional roll over protection bar and seat belts for operator and all passengers, headlights, taillights, brake lights, turn signals and rearview mirror(s);
  - 3. ROHVs shall not exceed the posted speed limits;
  - 4. Seat belts must be worn at all times when the vehicle is being operated on public roadways;
  - 5. ROHVs shall not be operated in any careless or imprudent manner so as to endanger any person or property of any person;
  - 6. ROHV operators shall not be under the influence of alcohol or controlled substance; and
  - 7. ROHVs shall not be operated without a valid and affixed city permit in a clearly visible location on the rear of the ROHV.
- (d) **Requirements for operating a Golf Cart within the city:**
  - 1. Operators shall have a valid operator's or chauffeur's license, but are not required to pass an examination for the operation of a motorcycle;
  - 2. Golf Carts shall not be operated in any careless or imprudent manner so as to endanger any person or property of any person;
  - 3. Operators shall not operate a Golf Cart while under the influence of alcohol or controlled substances;

4. Golf Carts operated on public streets must have headlights, taillights, brake lights, turn signals and rear view mirror(s);
5. No Golf Cart shall be operated on any federal, state or county highways, except a perpendicular crossing of such roads at an intersection, that has a posted speed of 45 miles per hour, or less;
6. No Golf Cart shall cross any federal or state highway at an intersection where the highway being crossed has a posted speed limit of greater than 45 miles per hour;
7. Golf Carts shall not be operated without a valid and affixed city permit in a clearly visible location on the rear of the golf cart;
8. Operators must be at least 18 years of age to carry any passengers under the age of seven years;
9. No Golf Cart shall carry persons in excess of the maximum number of designated seatings for the cart.
10. Golf Carts must have an above the ground or slow-moving vehicle signage attached to the rear of the vehicle. A flag shall be day-glow colored and shall be triangular shaped, with an area not less than 30 square inches.

**SECTION TWO:** Chapter 40, Article XIII, Section 40-802 is hereby amended to read as follows:

**Sec. 40-802. Permits, registration and inspection.**

- (a) The City Collector shall hereby be designated as the city official with the authority to issue special use permits for operations of ROHVs and Golf Carts on city roadways on a form prescribed and approved by the City Collector. Proof of financial responsibility meeting at least the minimum insurance amount set by Missouri Revised Statutes as they may be amended from time to time shall be provided at registration and maintained at all times. A \$15 annual fee shall be collected for the issuance of the permit due on July 1 of each year. No permit shall be issued until the fee is paid, and an annual inspection is completed by ROHVs or an affidavit completed for Golf Carts. The City Treasurer shall deposit the fees into the General Fund of the city.
- (b) No person shall operate a ROHV or Golf Cart upon city roadways until it has been registered with the City Collector.
- (c) No person shall operate a ROHV upon city roadways until it has passed inspection to confirm the required safety equipment is in place and functional. Upon satisfactory inspection, the inspector will affix a permit sticker on the rear of the vehicle.

**SECTION THREE:** This ordinance shall be in full force and effect upon passage by the City Council.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 29<sup>th</sup> day of June, 2023.

---

Presiding Officer at Meeting

**ATTEST:**

---

Shannon Hance, MRCC, City Clerk

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#13.

Department: Community Development  
Date: June 29, 2023

**Agenda Item:** A Resolution Ratifying The Execution Of Professional Services Task Order #80 With McClure Engineering Co.

**Summary:** This task order is for the PER for the EDA grant application. McClure has a previous on-call service agreement with the City and was the only group we contacted that could turn the PER around by June 30th, which was critical for the application.

McClure is familiar with Moberly and the Industrial Park and they gave us a very reasonable fee total based on the extremely short turnaround time.

### Recommended

**Action:** Approve this resolution

**Fund Name:** Transportation Trust

**Account Number:** 600.000.5406

**Available Budget \$:** 40,000.00

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Task Order #80</u>

### Roll Call

Aye Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kyser**

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION RATIFYING THE EXECUTION OF PROFESSIONAL SERVICES  
TASK ORDER #80 WITH MCCLURE ENGINEERING CO.**

**WHEREAS**, on June 22, 2023, McClure Engineering Co. (“McClure”) presented its Professional Services Task Order #80, a copy of which is attached hereto, to the city manager for execution to provide a preliminary engineering report for roadway work to be completed in the Industrial Park for use in applying for grant funds; and

**WHEREAS**, in February of 2023 this council authorized city staff to make application with the Missouri Department of Economic Development for an industrial site grant and the McClure engineering report is a vital component of that grant application; and

**WHEREAS**, time was of the essence in preparing the engineering report and therefore the city manager authorized the engineering work to commence and now requests the city council to ratify his signature to the attached task order.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Professional Services Task Order #80 and ratifies the city manager’s execution of said task order with McClure and further authorizes the city manager to take such other and further action as may be required to carry out the purpose of this resolution.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

---

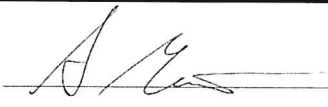
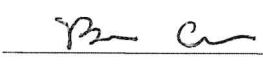
Presiding Officer at Meeting

**ATTEST:**

---

Shannon Hance, MRCC, City Clerk,



PROFESSIONAL SERVICES TASK ORDER # <u>80</u>	
Project: <u>PER – Industrial Park</u> Date: <u>June 22, 2023</u> McClure Project No. <u>2023000908</u> Agreement Date: _____ Client: <u>City of Moberly</u>	
Description of task order: The purpose of this Task Order is to provide a Preliminary Engineering Report for roadway work to be complete in the Industrial Park for use in applying for grant funds.	
Exhibits/Attachments/References which are a part of this professional services task order: <ul style="list-style-type: none"> <li>McClure Hourly Rate Schedule</li> <li>McClure Terms and Conditions</li> </ul>	
Anticipated effects of professional services tasks order on basic services:	
Schedule: PER to be complete by June 30, 2023	Fees: Lump Sum fee of: \$4,500.00
The work described in this professional services task order is made a part of the indicated professional services agreement between the client and McClure. All other provisions of the agreement shall remain in force.	
McClure by: <u></u>	Date: <u>6-22-2023</u>
Client by: <u></u>	Date: <u>6-23-23</u>
If directed/approved by Client by telephone, by letter, in meeting, etc., provide preference material here. Distribution <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Client</span> <span><input type="checkbox"/> Project File</span> <span><input type="checkbox"/> McClure Accounting</span> <span><input type="checkbox"/> Other</span> </div>	



## EXHIBIT A



**McCLURE ENGINEERING COMPANY**  
CONSULTANT STANDARD TERMS AND CONDITIONS  
(Effective 1/1/2023 through 12/31/2023)

- 1.0 **ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 **INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 **UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 **SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 **HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 **OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 **PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 **ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 **BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.



**11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**12.0 CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

**14.0 MEDIA REPRESENTATIONS:** The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

**15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may,

upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

**16.0 DISPUTE RESOLUTION:** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**17.0 LIMITATION OF LIABILITY:** The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

**18.0 STANDARD OF CARE:** In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**19.0 PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**20.0 LIEN RIGHTS:** **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

**21.0 WAIVERS:** The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

**22.0 ASSIGNMENT:** The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

**23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

**EXHIBIT B****McCLURE ENGINEERING COMPANY****HOURLY RATE SCHEDULE**

(Effective 1/1/2023 through 12/31/2023)



<b>PERSONNEL</b>	<b>HOURLY RATE</b>
Principal .....	\$270 - \$295
Project Manager .....	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician .....	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect .....	\$125 - \$160
On-Site Representative .....	\$115 - \$155
Client/Project Liaison .....	\$135 - \$185
Administrative .....	\$65 - \$85
Public Relations .....	\$115 - \$150
3 Member Survey Crew .....	\$280
2 Member Survey Crew .....	\$210
1 Member Survey Crew .....	\$135

**EQUIPMENT**

3D Scanner per Scan .....	\$30.00
UAV per Flight .....	\$125.00
Sonar Boat .....	\$125.00

**MISCELLANEOUS EXPENSES**

Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.) .....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

\*Rates are subject to change based on billing rates for future years



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#14.

Department: Finance

Date: June 29, 2023

**Agenda Item:** A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Enter Into An Agreement With Vendor Registry For Vendor, Bid, And Contract Management Software.

**Summary:** We have used Vendor Registry in a limited capacity for about 3 years now to manage a portion of our vendor database. During that time, the company has expanded the capabilities of the software to include management of the bid processes and contract management. The software provides vendor self-registration including mandatory of their W-9 form, a system for posting all City bids, and a system to aid in managing all City contracts so that we have a central repository for them that provides reminders so we don't miss renewals or key dates in those contracts. We ask for approval today so that we can get the software installed as soon as possible after July 1.

**Recommended Action:** Approve the resolution.

**Fund Name:** General Fund

**Account Number:** 100.013.5406, Contracted Services

**Available Budget \$:** \$4,000

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	<b>Mayor</b>		
___ Staff Report	___ Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
___ Correspondence	<u>x</u> Proposed Resolution	<b>Council Member</b>		
___ Bid Tabulation	___ Attorney's Report	M___ S___ <b>Lucas</b>	___	___
___ P/C Recommendation	___ Petition	M___ S___ <b>Jeffrey</b>	___	___
___ P/C Minutes	___ Contract	M___ S___ <b>Kimmons</b>	___	___
___ Application	___ Budget Amendment	M___ S___ <b>Kyser</b>	___	___
___ Citizen	___ Legal Notice		Passed	Failed
___ Consultant Report	___ Other _____			

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI, TO EXECUTE AN AGREEMENT WITH VENDOR REGISTRY, INC., POWERED BY MDF COMMERCE TO PROVIDE BID AND CONTRACT MANAGEMENT SOFTWARE.**

**WHEREAS**, city staff sought bids from vendors to provide the city with information software to assist staff with bid management and contract management functions; and

**WHEREAS**, Vendor Registry, Inc., powered MDF Commerce (“Vendor”) was chosen as the most useable software for the functions needed by the city; and

**WHEREAS**, attached hereto is a Subscription Form providing for Total Vendor & Bid Management with Discount Package and Total Contract Management with Discount Package in the total amount of \$4,000.00 with an annual increase not to exceed 5%; and

**HEREAS**, city staff recommend acceptance of the subscription.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the quote of Vendor and approves the attached Subscription Form and authorizes the City Manager to execute the Form on behalf of the City and to take such other and further actions necessary to accomplish the purpose of this resolution.

**RESOLVED** this 29th day of July, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#15.

Department: Finance

Date: June 29, 2023

**Agenda Item:** A Resolution Appointing Matthew Douglass As City Treasurer And Accepting The Appointment By The City Manager Of Matthew Douglass As City Collector.

**Summary:** Finance Director Greg Hodge is retiring effective 6/30/2023. The City Code provides for the positions of City Collector and City Treasurer. Years ago these positions were filled by outside individuals. Contracting with Randolph County for tax bill preparation and collecting removed the majority of the Collector duties, so the position was consolidated into the Finance Director position. The City Treasurer years ago was typically a local bank officer, but with the advent of accounting software and spreadsheet software, the time requirement was greatly reduced so that position was also consolidated into the Finance Director position. This resolution formally appoints Matthew Douglass as the City Collector and City Treasurer.

**Recommended Action:** Approve the resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

### Aye

### Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

M\_\_\_ S\_\_\_ **Jeffrey**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Kyser**

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPOINTING MATTHEW DOUGLASS AS CITY TREASURER AND  
ACCEPTING THE APPOINTMENT BY THE CITY MANAGER OF MATTHEW  
DOUGLASS AS CITY COLLECTOR.**

**WHEREAS**, City Code Sec. 2-126 provides for the office of City Treasurer and Sec. 2-128 provides for the office of City Collector; and

**WHEREAS**, Greg Hodge has resigned both of these positions and the city council has determined that Matthew Douglass is qualified and suitable candidate to fill both positions; and

**WHEREAS**, the City Manager, as required by the City Code, has appointed Matthew Douglass as City Collector and requests that the city council accept said appointment.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby appoints Matthew Douglass as the City Treasurer and accepts the City Manager's appointment of Matthew Douglass as City Collector, and the City Manager and city staff are hereby authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** June 29, 2023

**Agenda Item:** A Resolution Accepting The Emergency Purchase Of Three Police Vehicles In The Total Amount Of \$107,508.00 From Moberly Motors.

**Summary:** On January 23, 2023, City Manager Brian Crane approved an emergency purchase request under Sec 2-435 Exceptions to bid procedures for the police department to place an order for three 2023 Dodge Charger police package sedans. Moberly Motor Company reported the bid window to purchase these vehicles to again be short in duration and with little or no notice. To provide the Police Department with the best possible chance of our order being accepted by the manufacturing plant and the ordered vehicles built, Moberly Motors needed approval to place that order. No time existed to go through the normal bid procedures, and this was deemed an emergency purchase under Sec 2-435. The ordered vehicles have been built and have arrived and under Sec 2-435, we are required to provide documentation to the city council withing ten calendar days of the purchase. Total cost is \$107,508 dollars.

### Recommended

**Action:** Approve this resolution.

**Fund Name:** General Fund

**Account Number:** 100.007.5502

**Available Budget \$:** \$116,508.00

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye** **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE EMERGENCY PURCHASE OF THREE POLICE VEHICLES IN THE TOTAL AMOUNT OF \$107,508.00 FROM MOBERLY MOTORS.**

**WHEREAS**, the city manager previously authorized an emergency order/purchase with Moberly Motors of three 2023 Dodge Charger police package sedans to insure that the city would have an opportunity to receive cars in 2023; and

**WHEREAS**, the vehicles have been built and have now arrived at a total cost of \$107,508.00; and

**WHEREAS**, pursuant to Sec 2-495 of the city code when emergency purchases have been authorized, the city council is to be presented with documentation within ten calendar days of the expenditure for the items purchased; and

**WHEREAS**, attached hereto please find the required documentation.

**THEREFORE**, the Moberly, Missouri, City Council authorizes the purchase of the three vehicles in the amount of \$107,508.00 and grants further authority for all actions as may be necessary to carry out the intent of this Resolution.

**RESOLVED** this 29th day of June, 2023, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting**ATTEST:**

---

Shannon Hance, MRCC, City Clerk

**ec. 2-435. - Exceptions to bid procedures.**

**[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)**

(2) *Emergency purchases.* Where an emergency situation requires immediate purchase of supplies or services and time is of the essence, the purchasing agent should be authorized to procure the supplies or services needed without bidding. The purchasing agent should maintain a written record of the circumstances surrounding emergency purchases and the purchases should be approved by the city manager. All emergency purchases in excess of \$20,000.00 shall be documented and presented to the city council within ten calendar days of the expenditure.

City of

**Police Department*****Professional, Proactive Policing***

Troy Link

Chief of Police

264th Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

01-23-2023

City Manager Brian Crane

RE: Exception to bid procedures

Replacement vehicles for the Police Department are an annual expense and budgeted for under the Capital Improvement Plan. The purchase of replacement vehicles the last three years has been very challenging due to supply chain shortages and high demand. Inflation is also creating additional challenges as purchase prices change quickly. Vehicle purchases for the 2022-2023 budget year of two Ford Explorer SUV were changed to Dodge Durango after we were notified Ford would not be building the Explorers we ordered. These vehicles were ordered in March of 2021 in a very short order window. Moberly Motors has notified me they expect the order window for police fleet vehicles for 2023 to be very short in duration and with little or no notice. To provide us the best possible chance of our vehicle orders being accepted and filled, vehicle orders must be placed within minutes of the ordering window opening if possible.

Moberly Motor Company has provided us patrol vehicles for the last 10 years and the only bidder for the last five years when I requested bids for vehicles. With the limitations we currently face of limited ordering windows, limited production, and uncertain purchase price, we now face unprecedented difficulties just to order new vehicles.

Section 2-435- Exception to bid procedures section 2 emergency purchases provides for the city manager to authorize the purchasing agent to procure supplies or services needed without bidding. Nationwide, every agency is facing the same problems to procure new vehicles, creating an emergency for us to order and obtain new vehicles this year.

I request an exception to the bid process under emergency purchases and procurement and request the City of Moberly authorize Moberly Motor Company to place vehicle orders on our behalf when the vehicle order window opens to purchase three Dodge Charger all-wheel drive police package sedans, with a purchase price not to exceed \$40,000 and or three Ford Police Interceptor Explorers with a purchase price not to exceed \$50,000. For the City of Moberly to have the best possible chance for our vehicle orders be placed and accepted, Moberly Motors must be authorized and ready to place vehicle orders for budget year 2023-2024 the minute the vehicle order window opens.

Chief Troy Link



City of Moberly  
101 West Reed  
Moberly, Mo 65270

January 23, 2022

Moberly Motor Company would like to submit the following specifications.  
and “projected” pricing for your consideration.

**2023 Dodge Charger “ALL WHEEL DRIVE” w/Police Package - 4 door**

**LDEE48** - Wheelbase 120.2”  
**ERB - Engine 3.6L V6 24V Engine**  
7.0” Touch Screen Display  
Severe Duty Engine Cooling  
Factory Air Conditioner – Dual Zone  
All Speed Traction Control  
Solar Tinted Glass Complete  
**CKJ** - HD Black Vinyl Flooring  
**PAU** – Granite Pearl Exterior Color  
Lower Bodyside Cladding  
Electronic Stability Control  
**GFA** – Rear Window Defroster  
**W8B** - 18 Inch Full Face Wheel Covers  
160 Mph Primary Certified Speedometer  
Trunk Release Button – Power  
**LNF** - 6” Dr Side Spotlight “LED” Style  
**Std** - Grill, Siren, and Speaker Wiring  
Speed Control  
**Std** - Radio Noise Suppression  
LED Daytime Running Headlamps  
Vinyl Lining / Kevlar Truck Lining – n/a  
Remote Key Locking System  
Push Button Start  
Engine Hour Meter  
**AHM** – Convenience Group #1  
    **XAP** – Power Adjustable pedals  
    **JRN** – Pwr – Driver & Pass 4-Way Lumbar Seat  
    **JPT** - Power Front Driver / Pass Seats  
Rear Window Defroster  
**AEB** - Street Appearance Group  
    Power Exterior Mirrors with/heat  
    Dual Remote USB Port  
    Full Length Floor Console

**All Wheel Drive**  
**DFT** - Transmission 8-Speed Automatic  
    w/Column Gear Shifter  
Performance Power Steering  
Engine Oil Cooler  
HD ABS Brakes – 4 Wheel Disc - Police  
HD Alternator - 220 Amp  
HD Battery – 800 CCA Maintenance Free  
**X5X9** - Cloth Frt Seats w/Vinyl R Seats  
HD Front Suspension  
HD Rear Suspension  
**TWW** (4) Tires P225/60R 18 Perf Tires  
Full Size Spare Tire  
AM-FM Radio  
Dr & Pass Front & Side Air Bag System  
**LCK** – Frt Dome Lights – Red/White Aux  
  
Tilt / Telescopic Steering Wheel  
Intermittent Wipers  
Parkview Rear Back-Up Camera  
Rear Door Locks & Handles – Operable  
    w/Child Protection inoperable feature  
Tire Pressure Monitoring System (TPMS)  
Automatic on / off Headlights  
Trunk Lamp  
5 Gallons of gas  
Power Door Locks  
Power Windows  
Speed Control

Warranty 3 year 36,000 plus 5 Year / 60,000 Mile Powertrain

2023 Dodge Charger w/Police Package w/V6 - 4 door **\$ 35,836 per unit**

*\*Amount due at delivery – Check – No Credit Cards*

***Today – Stellantis – Dodge is accepting 2023 Charger Pursuit vehicle Orders. I cannot predict when or if a vehicle would be built. We could place Orders Today if the City would like. 2024 Model Charger Pursuit vehicles, today is unclear what or when the 2024 models might be built. Pricing on the 2024 model would be expected to be 6% higher than the 2023 quoted.***

**Optional for your consideration :**

**AYW – Patrol Package Wiring Prep -** \$1,536 extra ea

Front & Rear Wire Harness (XPW)

Power Distribution Center (XWK)

**AYE – Patrol Package Base Prep -** \$2,400 extra ea

Front & Rear Wire Harness (XPW)

Power Distribution Center (XWK)

Siren Speaker & Bracket (XWP)

Trunk Tray & Cooling Fan (XWQ)

Thank You for the opportunity to give you pricing on the above units. Please let me know how you would like me to proceed from this point.

Sincerely,

Dean Miller  
Moberly Motor Company

City of

*Moberly!***Police Department*****Professional, Proactive Policing***

Troy Link

Chief of Police

264th Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

01-25-2023

To: Moberly Motor Company

From: Chief Troy Link

The City of Moberly has authorized Moberly Motor Company to place orders for three 2023 Dodge Charger all-wheel drive police package four door sedans under section 2-435 Exceptions to bid procedures (emergency purchases) with an estimated price per unit of \$35,836 dollars. Please place orders for City of Moberly at your earliest convenience.

Respectfully

Chief of Police



Troy Link

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#17.

Department: City Clerk

Date: June 29, 2023

**Agenda Item:** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Summary:** Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

### Recommended

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget :** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye** **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JUNE 16, 2023 AND JUNE 28, 2023 IN THE AMOUNT OF \$872,324.31.**

**WHEREAS**, the funds are to be disbursed as follows:

General Fund	\$	442,333.51
Payroll Fund	\$	1,065.00
Solid Waste Fund	\$	33.34
Heritage Hills Golf Course Fund	\$	97.43
Parks and Recreation Fund	\$	97,493.38
Airport Fund	\$	6,350.67
Utilities Operating & Maintenance Fund	\$	175,480.80
2004B SRF Bonds Debt Service Fund	\$	38,124.15
2006A SRF Bonds Debt Service Fund	\$	27,861.38
2004C Bonds Debt Service Fund	\$	26,465.87
Emergency Telephone Fund	\$	34,333.70
Street Improvement Fund	\$	9,379.74
Downtown CID Property Tax Fund	\$	2,994.32
Health Trust Fund	\$	10,311.02
<b>Total:</b>	<b>\$</b>	<b>872,324.31</b>

**NOW, THEREFORE**, the Moberly City Council authorizes these expenditures.

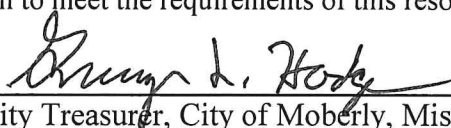
**RESOLVED** the 29th day of June 2023 by the Council of the City Of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri unappropriated in the funds identified in this resolution to meet the requirements of this resolution.

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri



## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93803	06/28/2023	10013	ABAN PEST CONTROL INC	215.00
93804	06/28/2023	10027	AMAZON CAPITAL SERVICES	1,749.13
93805	06/28/2023	10028	AMEREN MISSOURI	40,238.43
93806	06/28/2023	10661	ARCTURIS	11,214.67
93807	06/28/2023	10044	AT&T 5001	1,259.59
93808	06/28/2023	10044	AT&T 5001	4,076.69
93809	06/28/2023	10066	BARTLETT & WEST	660.00
93810	06/28/2023	10087	BRENDLINGER ENTERPRISES INC	100.00
93811	06/28/2023	10095	BUTLER SUPPLY INC	12,046.99
93812	06/28/2023	10116	CIVICPLUS	6,187.42
93813	06/28/2023	94990	COMPLETE FAMILY MEDICINE	35.00
93814	06/28/2023	10127	CORE & MAIN LP	15,514.83
93815	06/28/2023	10138	CUNNINGHAM VOGEL & ROST PC	4,351.24
93816	06/28/2023	10186	FOUR ACRES NURSERY INC	900.00
93817	06/28/2023	10194	FUSION TECHNOLOGY LLC	4,533.55
93818	06/28/2023	10223	HAWKINS INC	4,779.25
93819	06/28/2023	10229	HEIMAN FIRE EQUIPMENT INC	6,998.00
93820	06/28/2023	10259	JOHN DEERE FINANCIAL	1,990.11
93821	06/28/2023	10322	MIDWEST ENVIR CONSULTANTS INC	184.00
93822	06/28/2023	97493	MIDWEST RECYCLING CENTER	388.00
93823	06/28/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	802.50
93824	06/28/2023	10356	MO VOCATIONAL ENTERPRISES	340.00
93825	06/28/2023	10361	MOBERLY LUMBER INC	2,239.67
93826	06/28/2023	10364	MOBERLY READY MIX C/O WARREN COUNTY CON	629.38
93827	06/28/2023	10395	PEPSI-COLA	1,550.84
93828	06/28/2023	10397	PERSONNEL EVALUATION INC	50.00
93829	06/28/2023	10410	PRO PUMPING & HYDROJETTING LLC	6,187.50
93830	06/28/2023	10416	R P LUMBER COMPANY INC	1,013.49
93831	06/28/2023	10469	SHERWOODS SIGNS LLC	152.50
93832	06/28/2023	10489	SUGAR CREEK VETERINARY SERVICES	1,575.14
93833	06/28/2023	10527	US CELLULAR	379.28
93834	06/28/2023	10533	VALIC	1,065.00
93835	06/28/2023	10565	WILLIS BROS INC	1,100.00
93836	06/28/2023	10569	WIRELESS USA	12,481.13
202302300	06/28/2023	10060	BANKCARD SERVICES	19,019.56
202302301	06/28/2023	10324	MIRMA	603,554.00
202306191	06/19/2023	10100	CAPITAL RX INC	10,311.02 M
202306231	06/23/2023	10517	UMB BANK	92,451.40 M
Grand Totals:				872,324.31

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1350	381,317.58	.00	381,317.58
100.000.2000	54.10	442,387.61-	442,333.51-
100.000.2305	1,585.14	.00	1,585.14
100.000.4900	1.00	.00	1.00
100.001.5403	229.99	.00	229.99
100.002.5403	126.00	.00	126.00

GL Account	Debit	Credit	Proof
100.003.5403	197.98	.00	197.98
100.003.5807	21.96	.00	21.96
100.003.5810	340.00	.00	340.00
100.004.5403	42.00	.00	42.00
100.004.5700	4,351.24	.00	4,351.24
100.005.5200	5.41	.00	5.41
100.005.5211	.99	.00	.99
100.005.5403	313.99	.00	313.99
100.005.5406	660.00	.00	660.00
100.005.5418	859.88	.00	859.88
100.005.5419	71.00	.00	71.00
100.005.5807	387.37	.00	387.37
100.006.5403	126.00	.00	126.00
100.007.5200	307.52	.00	307.52
100.007.5208	25.00	.00	25.00
100.007.5209	420.97	.00	420.97
100.007.5212	754.00	.00	754.00
100.007.5403	12,801.43	.00	12,801.43
100.007.5406	35.00	.00	35.00
100.007.5806	88.99	.00	88.99
100.007.5807	1,083.09	.00	1,083.09
100.008.5209	462.92	.00	462.92
100.008.5211	58.98	.00	58.98
100.008.5212	82.34	.00	82.34
100.008.5403	364.97	.00	364.97
100.008.5406	85.00	.00	85.00
100.008.5505	6,998.00	.00	6,998.00
100.008.5806	248.99	.00	248.99
100.008.5807	53.68	.00	53.68
100.009.5200	92.18	.00	92.18
100.009.5206	563.83	.00	563.83
100.009.5300	1,858.59	.00	1,858.59
100.009.5309	28.97	.00	28.97
100.009.5311	645.77	.00	645.77
100.009.5403	168.00	.00	168.00
100.009.5406	436.25	.00	436.25
100.010.5200	41.90	.00	41.90
100.010.5209	92.76	.00	92.76
100.010.5305	35.94	.00	35.94
100.010.5311	.00	54.10-	54.10-
100.010.5403	84.00	.00	84.00
100.010.5406	401.25	.00	401.25
100.011.5300	100.00	.00	100.00
100.011.5406	35.00	.00	35.00
100.012.5209	54.52	.00	54.52
100.013.5203	420.00	.00	420.00
100.013.5209	193.38	.00	193.38
100.013.5210	12,825.65	.00	12,825.65
100.013.5403	5,917.57	.00	5,917.57
100.013.5806	3,735.32	.00	3,735.32
100.019.5209	14.35	.00	14.35
100.020.5209	133.97	.00	133.97
105.000.2000	.00	1,065.00-	1,065.00-
105.000.2603	1,065.00	.00	1,065.00
110.000.2000	.00	33.34-	33.34-
110.033.5209	33.34	.00	33.34
114.000.2000	.00	97.43-	97.43-



GL Account	Debit	Credit	Proof
114.000.5200	97.43	.00	97.43
115.000.1350	64,730.71	.00	64,730.71
115.000.2000	491.39	97,984.77-	97,493.38-
115.000.4900	.00	491.39-	491.39-
115.040.5209	725.61	.00	725.61
115.040.5311	53.00	.00	53.00
115.040.5403	42.00	.00	42.00
115.041.5200	581.48	.00	581.48
115.041.5204	783.54	.00	783.54
115.041.5209	1,679.01	.00	1,679.01
115.041.5300	231.84	.00	231.84
115.041.5305	616.80	.00	616.80
115.041.5311	14,881.16	.00	14,881.16
115.041.5402	375.00	.00	375.00
115.041.5403	84.00	.00	84.00
115.041.5406	602.72	.00	602.72
115.042.5207	212.83	.00	212.83
115.042.5209	282.22	.00	282.22
115.042.5219	70.50	.00	70.50
115.042.5300	68.83	.00	68.83
115.042.5311	428.00	.00	428.00
115.042.5403	84.00	.00	84.00
115.043.5214	525.00	.00	525.00
115.044.5209	133.96	.00	133.96
115.044.5212	470.51	.00	470.51
115.044.5300	80.98	.00	80.98
115.044.5402	1,180.00	.00	1,180.00
115.044.5403	289.96	.00	289.96
115.044.5406	2,736.38	.00	2,736.38
115.044.5807	758.77	.00	758.77
115.045.5200	59.98	.00	59.98
115.045.5215	1,626.80	.00	1,626.80
115.048.5200	39.94	.00	39.94
115.048.5209	3,148.00	.00	3,148.00
115.048.5300	32.98	.00	32.98
115.048.5305	217.47	.00	217.47
115.048.5311	24.79	.00	24.79
115.048.5403	126.00	.00	126.00
120.000.1350	5,515.46	.00	5,515.46
120.000.2000	.00	6,350.67-	6,350.67-
120.000.5200	20.95	.00	20.95
120.000.5209	438.03	.00	438.03
120.000.5300	150.23	.00	150.23
120.000.5403	42.00	.00	42.00
120.000.5406	184.00	.00	184.00
301.000.1350	122,992.83	.00	122,992.83
301.000.2000	.00	175,480.80-	175,480.80-
301.110.5200	25.05	.00	25.05
301.110.5201	296.27	.00	296.27
301.110.5202	89.59	.00	89.59
301.110.5311	754.79	.00	754.79
301.110.5403	1,428.49	.00	1,428.49
301.110.5807	35.11	.00	35.11
301.110.5810	1,197.00	.00	1,197.00
301.112.5200	24.98	.00	24.98
301.112.5206	306.97	.00	306.97
301.112.5209	30.59	.00	30.59

GL Account	Debit	Credit	Proof
301.112.5213	2,865.14	.00	2,865.14
301.112.5309	203.07	.00	203.07
301.112.5310	101.94	.00	101.94
301.112.5311	350.38	.00	350.38
301.112.5313	10,750.94	.00	10,750.94
301.112.5314	621.49	.00	621.49
301.112.5402	102.25	.00	102.25
301.112.5403	84.00	.00	84.00
301.112.5413	246.01	.00	246.01
301.112.5806	34.58	.00	34.58
301.113.5200	24.99	.00	24.99
301.113.5201	789.71	.00	789.71
301.113.5207	4,779.25	.00	4,779.25
301.113.5209	4,015.88	.00	4,015.88
301.113.5318	442.50	.00	442.50
301.113.5403	42.00	.00	42.00
301.114.5201	9.88	.00	9.88
301.114.5203	26.13	.00	26.13
301.114.5204	30.94	.00	30.94
301.114.5206	67.94	.00	67.94
301.114.5209	15,533.79	.00	15,533.79
301.114.5304	6,347.44	.00	6,347.44
301.114.5310	70.95	.00	70.95
301.114.5402	46.15	.00	46.15
301.114.5403	84.00	.00	84.00
301.114.5406	35.00	.00	35.00
301.115.5200	8.38	.00	8.38
301.115.5209	19.48	.00	19.48
301.115.5403	42.00	.00	42.00
301.115.5806	20.22	.00	20.22
301.115.5810	108.71	.00	108.71
301.115.5816	5.99	.00	5.99
301.115.5819	388.00	.00	388.00
377.000.2000	.00	38,124.15-	38,124.15-
377.000.5500	38,124.15	.00	38,124.15
378.000.2000	.00	27,861.38-	27,861.38-
378.000.5500	27,861.38	.00	27,861.38
379.000.2000	.00	26,465.87-	26,465.87-
379.000.5500	26,465.87	.00	26,465.87
400.000.1350	28,997.42	.00	28,997.42
400.000.2000	.00	34,333.70-	34,333.70-
400.000.5211	5,336.28	.00	5,336.28
601.000.2000	.00	9,379.74-	9,379.74-
601.000.5302	3,895.77	.00	3,895.77
601.000.5502	5,483.97	.00	5,483.97
912.000.2000	.00	2,994.32-	2,994.32-
912.000.5406	2,994.32	.00	2,994.32
995.000.2000	.00	10,311.02-	10,311.02-
995.000.5851	10,311.02	.00	10,311.02
Grand Totals:	873,415.29	873,415.29-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:  
Report type: Summary  
Check.Type = {<>} "Adjustment"

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#18.

Department: Comm. Dev.

Date: June 29, 2023

**Agenda Item:** Appoint three members on the Planning and Zoning Commission.

**Summary:** Three (3) terms for the Planning and Zoning Commission expire in July for the following: (Howard Miedler, Lisa Vanderburg and Sam Tadrus). We advertised for applicants and received six (6) applications that are attached. Council recommended appointing Sam Tadrus, David Byland and Mike Skubic.

### Recommended

**Action:** Appoint three (3) members to the Planning and Zoning Commission.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

\_\_\_

Passed

Failed

City of

*Moberly!***Board/Commission Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Planning & Zoning Date: 5/5/23  
 Your Name: 703 Salim (Sam) Tadun Street Address: 703 Seven Bridger Rd  
 Phone number(s): (evening) 660 263 826 (day) 660 998 0461  
 Email: Sam e Samshealthmart . com

Do you live within the corporate limits of City of Moberly? ☒ Yes / No

How long have you been a resident of City of Moberly? 52 years

Occupation: Pharmacist Employer: Sams health mart Pharmacies

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Chairman of planning & zoning

What particular contributions do you feel you can make to this board or commission?

Beautify the City

*I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:*

1. Kal Cleavinger Phone: \_\_\_\_\_
2. Jeff Lawrence Phone: \_\_\_\_\_
3. Tom Sander Phone: \_\_\_\_\_

Salim S. Tadun  
 Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270





## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Planning and Zoning Date: 1/27/2023

Your Name: David Byland Street Address: 1603 East Urbandale Drive

Phone number(s): (evening) 660-414-6942 (day) 660-414-6942

Email: d.w.byland@gmail.com

Do you live within the corporate limits of City of Moberly?

Yes / ~~No~~

How long have you been a resident of City of Moberly? 14 years

Occupation: Evening Adjunct Professor, Business / Economics / Finance Employer: Columbia College

### Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

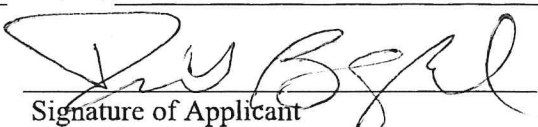
I have prior professional experience as a licensed Real Estate Broker, managed commercial property in Kansas City, MO, am certified to teach a variety of senior level courses for Columbia College in Business, Finance, Economics, Real Estate, Marketing and Strategic Planning. I served on the Strategic Planning Committee for MACC for 9 years. I am a competent communicator and very strong in financial analysis and business plan development.  
I currently serve as board chair for RCDDS, am a board member for the 4th Street Theater, and am an active member (and past president) of Rotary.

What particular contributions do you feel you can make to this board or commission?

I can offer an impartial view of highest and best use of real estate in the city, participate as a team member in reviewing proposals and making recommendations to the city, and can be depended upon to attend all meetings, complete assignments, and play an active role in the P & Z commission.  
With long time roots here (my father and brother were successful Moberly dentists) and having grown up here, I have a strong emotional tie here.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Howard Miedler Phone: 660-651-3682 (cell)
2. Ken Tebow Phone: 660-651-2842 (cell)
3. Dr. Jeff Lashley Phone: 660-651-5748 (home)

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, M 230, MO 65270



## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Planning and Zoning Date: 06/15/2023

Your Name: Mike Skubic Street Address: 410 Corinth Dr

Phone number(s): (evening) 660-676-4010 (day) 660-676-4010

Email: mskubic@fscb.com

Do you live within the corporate limits of City of Moberly? Yes ~~No~~

How long have you been a resident of City of Moberly? 24 Years

Occupation: Banker Employer: First State Community Bank

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have served on several boards that focus on the betterment of the community.

What particular contributions do you feel you can make to this board or commission?

I can give unbiased suggestions on what is best for our community.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Brian Crane Phone: 660-998-0137
2. Austin Kyser Phone: 660-414-7109
3. Jeff Lawrence Phone: 660-651-2895

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270





## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Planning and Zoning Date: 5/16/23

Your Name: Lisa Vanderburg Street Address: 649 Homestead Dr.

Phone number(s): (evening) 660-263-2143 (day) same

Email: vandy649@sbcglobal.net

Do you live within the corporate limits of City of Moberly? ☒ Yes ☐ No

How long have you been a resident of City of Moberly? 35 years

Occupation: housewife Employer: n/a

### **Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Served 23 years on Moberly Board of Education, serving 7 years as Board President and several years as vice-president and treasurer.

Served 19 years on the Randolph County 4-H Council, serving in officer positions & as club leader. Building Communities for Better Health, Randolph

County Health Department- community member. Served 11 Years as a Board of Director of the Missouri School Board Association. Randolph County

Supervisory Judge. Randolph County Community Partnership - community member.

What particular contributions do you feel you can make to this board or commission?

Having served several years on the Planning and Zoning Commission, I have focused on bringing more opportunities for Moberly, in the areas of more

housing, new and/or improved businesses, beautification of the city, etc., all in keeping in accordance of the City of Moberly Comprehensive Plan. I also

want to do so by treating applicants equally and open-mindedly. I take the position seriously, and strive to make every meeting, unless out of town or ill.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

- |                            |                            |
|----------------------------|----------------------------|
| 1. <u>Debbie Young</u>     | Phone: <u>660-651-0515</u> |
| 2. <u>Dr. Jeff Lashley</u> | Phone: <u>660-263-4100</u> |
| 3. <u>Rep. Ed Lewis</u>    | Phone: <u>573-751-6566</u> |

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of

Moberly!

**Board/Commission Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Planning & Zoning Date: 5/8/23

Your Name: Howard Miedler Street Address: 913 Timberline Rd

Phone number(s): (evening) 660-651-3864 (day) \_\_\_\_\_

Email: howardmiedler@sbcglobal.net

Do you live within the corporate limits of City of Moberly? Yes ☒ Yes ☐ No

How long have you been a resident of City of Moberly? 49 years

Occupation: Retired Employer: \_\_\_\_\_

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

My 49 years in sales and management have give me analytical skills and a desire to see Moberly move forward.

What particular contributions do you feel you can make to this board or commission?

I have a strong desire to see Moberly move forward and I feel that my management, organizational skills can help P & Z.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Bob Riley Phone: 263-3367
2. Mike Riffel Phone: 263-1234
3. J.W. Bullenger Phone: 660-651-3821

[Signature]  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270





## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: \_\_\_\_\_ Date: \_\_\_\_\_

Your Name: Johnnie D. Pollard Street Address: 1217 W Reed St

Phone number(s): (evening) 660-676-0792 (day) \_\_\_\_\_

Email: pollarddustin@yahoo.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? \_\_\_\_\_

Occupation: Self Employer: \_\_\_\_\_

### Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

---



---



---



---

What particular contributions do you feel you can make to this board or commission?

---

General Contractor

---

Certified Home Inspector

---

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Pollard Investments Phone: \_\_\_\_\_
2. \_\_\_\_\_ Phone: \_\_\_\_\_
3. \_\_\_\_\_ Phone: \_\_\_\_\_

John D Pollard  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#19.

Department: City Clerk

Date: June 29, 2023

**Agenda Item:** Consideration For Approval Of A New And Renewal Liquor Applications.

- Summary:**
- **Los Amigos**, 1403 S Morley St, Moberly, MO 65270, submitted by Virgilio Acevedo. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).
  - **(New Owner) Lula's Tonight**, 112 W Carpenter St, Moberly, MO 65270, submitted by Joshua Caleb Pollard. Retail sale of all kinds of intoxicating liquor by drink, including package sales.
  - **Lucky's**, 1401 S Morley St, Moberly, MO 65270, submitted by Brendan Fugate. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).
  - **Vertigo Event Services, LLC**, 315 W Coates St, Moberly, MO 65270, submitted by Tahlor Fowlkes. Retail sale of all kinds of intoxicating liquor by drink, including package sales
  - **XPress Liquor & Smokes #14**, 817 S Morley St, Moberly, MO 65270, submitted by Hari Poudel. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

Others may be added to the list prior to the Council Meeting if the completed application is returned with the necessary signatures.

### Recommended

**Action:** Please approve these applications.

#### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Liquor License Apps</u>

#### Role Call

#### Aye

#### Nay

#### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

Passed Failed