

A G E N D A
WORK SESSION MEETING
City of Moberly
December 20, 2021
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A Resolution Accepting The Proposal Of Emergency Services Consulting International For A Fire Station Resource Location Study.
2. Receipt of bids to purchase 10 Mobile Data Terminals (MDT) for the Police Department.
3. A Request From John Meystrik To Vacate An Alley Between 24 Urbandale And 28 Urbandale And Turn The Property To The Adjacent Properties.
4. A Discussion Regarding Purchase Of Annual UV System Parts From Suez Treatment Solutions, Inc. Authorizing The City Manager To Execute The Purchase On Behalf Of The City.
5. A Request From Tom Sanders, Director Of Community Of Development, To Make The 500 Block Of West Logan And The 300 Block Of West Hinton No Parking On The South Due To The Streets Being Less Than 18' Wide.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #1.

Department: Fire

Date: December 20, 2021

Agenda Item: A Resolution Accepting The Proposal Of Emergency Services Consulting International For A Fire Station Resource Location Study

Summary: City Management and the Fire Department recognize the need for possible major upgrades/improvements to our current fire stations. Due to the conditions of the current stations and the possible use of ARPA funding, management feels that a professional company with experience with this type of project would benefit the City the most for the future. Management requested quotes from a couple of recognized professional companies that were recommended by others in this line of work. We are asking the Council to approve a resolution Emergency Services Consulting International for this Fire Station Resource Location Study

Recommended Action: Move forward and Approve

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0.00

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 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___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

Project Understanding

The City of Moberly, Missouri is seeking a qualified public safety consulting firm highly experienced in fire station location analysis to provide a station location study for the Moberly Fire Department. The city's fire and rescue service demands are currently served from two fire stations, both of which were built in the 1970's. The city is considering building one central fire station to replace the two existing stations but desires a study to confirm whether one central station will provide the necessary response times to service the city's fire protection needs or if more than one station is required. Further, the city wants to understand any potential impacts on the ISO PPC rating, response times, and operational costs in the one- versus two-station case. In either case, the city desires a professional study based upon industry standards to determine the proper number and location of fire stations to achieve the desired service level.

ESCI proposes a Fire Station Location Study to provide the city with a detailed analysis of current resource deployment as it applies to its two, existing fire stations, including apparatus and personnel assigned. The study is designed to quantify current service delivery, evaluate service delivery and response performance, and develop strategies with which to make facility location decisions that will meet anticipated needs and resultant future service demand.

The project consists of three components, beginning with an *Evaluation of Current Conditions*. In this step, ESCI reviews existing facility locations, risk and demand and conducts a detailed analysis of current service delivery and response performance. These observations and findings are compared with industry standards and best practices, accompanied by recommendations for changes where needed.

The next step is the development of *Future Service Demand Forecasts*. ESCI uses a combination of historical population data, census information, comprehensive plans, and past incident history to project anticipated future workload and identify community risk.

Finally, the report uses the information gathered to identify and evaluate *Future Strategies* with which to meet long-range needs. The approaches may include modification or relocation of the existing fire station and identification of potential locations of future stations with appropriate apparatus and staffing in a phased approach with triggers, as appropriate.

The Fire Station Location Study Scope of Work is as follows:

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

ESCI will develop a project work plan based on the scope of work and converse with the Moberly Fire Department project team to gain a comprehensive understanding of the background, goals, and expectations for the project. This work plan will be developed, identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This process will also help to establish working relationships, make logistical arrangements, determine appropriate lines of communication, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from the Moberly Fire Department project manager. This data will be used extensively in the analysis and development of the study. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current agency studies or research
- City Comprehensive Plan documents, including current and future land use information
- Local census and demographic data
- Zoning maps and zoning code
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Resource deployment documents
- Facility and apparatus inventories
- Automatic and mutual aid agreements
- Records management data, such as National Fire Incident Reporting System (NFIRS) or equivalent incident data (at least the most recent five years)
- Computer-Aided Dispatch (CAD) incident records (at least the most recent five years)
- Local Geographic Information Systems (GIS) data, where available
- Any other information that may be necessary for the successful completion of the study

Task 1-C: Site Visit & Stakeholder Input

The ESCI project team will conduct on-site interviews and gather information from key personnel, including:

- Elected or appointed officials from the City of Moberly
- Moberly Fire Department chief officers, managers, and other key staff
- City planning staff
- External fire and EMS agencies within the region that respond within the City of Moberly
- Medical facilities, EMS medical director
- Employee groups
- Others as they may contribute to the project

The project team will interview key stakeholders of any organization that may be associated with this study. At a minimum, members of the project team will interview appropriate city officials, department officials, labor organization representatives, and other stakeholders that the project team deems necessary.

Phase II: Evaluation of Current Conditions

This phase of the study focuses on a baseline assessment of the current conditions and current service performance. The purpose of this evaluation is to create a benchmark against which the options for future service delivery can be measured.

Task 2-A: Operational Staffing

ESCI will review current Moberly Fire Department staffing levels, distribution by function, location, and assignment and scheduling methodology. Specific emphasis will be placed on operational staffing measured against current industry standards.

Task 2-B: Capital Apparatus

ESCI will review and make recommendations regarding the inventory of apparatus and equipment, providing an analysis of the department fire and rescue fleet, including all response, support, and staff vehicles. The evaluation shall consider types, number, replacement, condition, useful life, location, and deployment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Regulatory compliance
- Future needs

Task 2-C: Service Delivery and Performance

ESCI will review and make observations in areas specifically involved in, or affecting, service levels and performance as benchmarked against various industry standards. Areas to be reviewed shall include, but not necessarily be limited to:

- **Service Demand Study**
 - Analysis and geographic display of current service demand by incident type and temporal variation
- **Resource Distribution Study**
 - Overview of the current facility and apparatus deployment strategy, analyzed through Geographic Information Systems software, with identification of service gaps and redundancies
- **Response Performance Summary**
 - Analysis of actual system reflex time performance, analyzed by individual companies (to the extent data is available)

Phase III: Future System Demand Projections

The phase of the project provides an assessment of the drivers of fire, rescue and EMS system change, service demand, and community risks that the Moberly Fire Department can be expected to face. ESCI will analyze City of Moberly growth projections and interpret their impact on fire, rescue and EMS service planning and delivery.

Task 3-A: Population Growth Projections

An interpretation of available census and community development data will be provided, indicating:

- Population history
- Census-based population growth projections and demographic changes anticipated
- Community planning-based population growth projections

Task 3-B: Service Demand Projections

Population growth projections, healthcare service alternatives and gaps along with historical and forecast incident rates, will be utilized to develop projections for future service demand.

Task 3-C: Community Risk Analysis

Land use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community fire, rescue, and EMS challenges by geography. This process will be completed with GIS software and will consider:

- Population and population density
- Demographics
- Community land use regulations
- Occupancy types by land use designation

Phase IV: Fire Station Location, Apparatus, and Staffing Recommendations

The project concludes with strategies intended to place the Moberly Fire Department in a position to serve its future demand and risk successfully. ESCI will develop and analyze various facility location and unit staffing and deployment models for providing fire, rescue, and EMS services with the specific intent of identifying those options that can deliver the desired levels of service at the most efficient cost. Recommendations for enhancements to the service delivery system will be provided in a phased approach, identifying the best long-range strategies for service delivery and the impact of initiating such a strategy.

Task 4-A: Development of Response Goals and Deployment Strategy

An appropriate set of response performance goals will be offered for consideration by the Moberly Fire Department matching the nature and type of risks identified along with options for resources needed and deployment considered optimum for initiation as a long-term strategy. Response goals and deployment options will be developed with consideration given to the following:

- Critical components of deployment
- Apparatus and staffing configuration
- Levels of an effective response
- Current and recommended response capability
- Response zones and response time requirements
- Distribution, concentration, and reliability of coverage

Task 4-B: Recommended Long-Term Strategy

ESCI will develop a recommended, phased, long-term strategy for facility location that will improve the department's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Renovation or relocations of the existing fire stations
- General locations of future, necessary fire stations
- Trigger points for construction of new fire stations

ESCI will evaluate and present in graphical and descriptive format for each of the deployment option(s):

- Degree of benefit to be gained through its implementation
- Extent to which it achieves established performance targets
- Potential negative consequences

Phase V: Development, Review, and Delivery of Fire Station Location Report

Task 5-A: Development and Review of Draft Project Report

ESCI will develop and produce an electronic version of the draft written report for review by the Moberly Fire Department team and other client representatives as appropriate. Client feedback is a critical part of this project, and adequate opportunity will be provided for iterative review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

Task 5-B: Delivery and Presentation of Final Project Report

ESCI will complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report along with an electronic copy in PDF file format. A formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the public as necessary and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)

Fire Station Location Project Completion Timelines

ESCI offers the following project timeline, which is subject to change based upon the mutual agreement of the City of Moberly and ESCI. The timeline will not begin until ESCI has been provided with *all* information and data necessary for the successful completion of the project. ESCI estimates a timeline of 120 days from the completion of fieldwork.

Project Phase	Month 1	Month 2	Month 3	Month 4
Phase I: Project Initiation				
Phase II: Evaluation of Current Conditions				
Phase III: Future System Demand Projections				
Phase IV: Fire Station Location, Apparatus, and Staffing Recommendations				
Phase V: Development, Review, & Delivery of the Fire Station Location Report				

Fire Station Location Study Proposed Project Fee

ESCI is pleased to present the following formal cost proposal for the project outlined in the Scope of Work. The fee ESCI is proposing to perform this study is inclusive of expenses as follows:

Project Phase	Consulting Fees	Expenses	Total
Phase I: Project Initiation	\$8,773	\$2,490	\$11,263
Phase II: Evaluation of Current Conditions	\$5,959	\$0	\$5,959
Phase III: Future System Demand Projections	\$3,878	\$0	\$3,878
Phase IV: Fire Station Location, Apparatus, and Staffing Recommendations	\$3,635	\$0	\$3,635
Phase V: Development, Review, & Delivery of the Fire Station Location Report	\$3,622	\$1,618	\$5,240
Total Cost (Not to exceed):			\$29,975

ESCI Hourly Rates

Senior Level Project Oversight, Senior Data Engineer/SME	\$200/hr.
Project Manager, Senior Developer, GIS, BIA, mid-level Systems Engineer	\$170/hr.
Senior Data Analyst.....	\$150/hr.
Mid-level Data Analyst	\$125/hr.
Admin Support.....	\$90/hr.

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

City of Moberly (MO) Fire Department

Resource Location Study



Canfield Jenkins
& ASSOCIATES LLC

Introduction

Canfield Jenkins and Associates LLC is a consulting firm based in Northwest Arkansas with experience in emergency response analysis, strategic planning, workforce development and service delivery. Our common sense and prudent approach to complex public safety solutions provides the best “bang for the buck” for local governmental entities. Canfield Jenkins and Associates matches the customized needs of each community with professional industry leaders who can recommend and help implement timely and realistic solutions.

Tom Jenkins

President

Canfield Jenkins and Associates LLC

4304 West Woodview

Rogers, AR 72758

tom@canfield-jenkins.com

STATEMENT OF INTEREST

The purpose of this proposal is to outline the scope, timeline and deliverables associated with a potential proposal to assist the City of Moberly for Professional Services for the Fire Department Resource Location Study. Canfield Jenkins and Associates LLC (CJA) is submitting this packet for awareness and consideration. CJA is proposing to facilitate research regarding the Moberly Fire Department's current staffing and fire station locations, taking into consideration industry best practices and standards. The proposal will include an evaluation of best practices, stakeholder engagement and final recommendations. CJA will develop a final report for use by the department. CJA recognizes that every community and organization is unique and, as such, we are dedicated to understanding the needs and nuances of the City of Moberly.

PURPOSE

The purpose of the work is to evaluate current fire station locations, examine alternate fire station locations and evaluate overall resource allocation needs for the Moberly Fire Department. Specifically, CJA will consider:

- Current fire station location performance
- Station 1 and potential relocation strategies
- Station 2 and potential relocation strategies
- An evaluation of a consolidation of Station 1 and Station 2 into a single fire station using a two-company response model
- Preliminary assessment of Insurance Service Office rating impact

PROCESS

The process will include the following objectives four main tasks:

Task 1. Development of MFD Leadership Team

CJA recommends a Leadership Team be established representing internal stakeholders of the City of Moberly Fire Department. This collaborative team will have regular virtual meetings to help establish priorities, interpret information obtained and provide direction in the final development of the report

Task 2. Research

CJA will conduct research in a variety of methods, which include:

- A. Review and summarize Moberly Fire Department staffing methodology and service delivery.
- B. Conduct stakeholder interviews or focus groups with representatives from the Department, as needed.
- C. Understand current geospatial deployment capabilities from existing station locations.

Task 3. Data Analysis and Interpretation

CJA will review the following data sets to help assess risk, current service delivery performance and community baselines:

- National Fire Incident Reporting System (NFIRS) information
- FireCARES data (available to CJA)
- Latest Insurance Service Office (ISO) report
- Available geospatial information from the city regarding emergency incidents and station locations.
- Other agreements, documents and data as made available by the city

Task 4. Recommendation Development and Final Report

Based on the data analysis and research, CJA will develop recommendations including these elements:

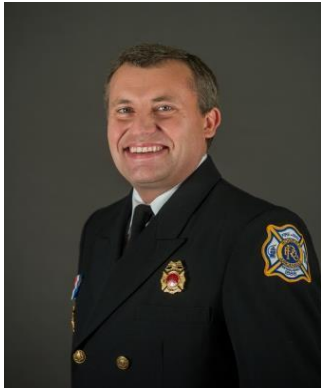
1. Current deployment recommendations
2. Future deployment and fire station location recommendations

All recommendations made by CJA for the Moberly Fire Department will be made in the spirit of being both effective and efficient for the city. CJA will be responsible for a draft report to be reviewed by the Leadership Team, including one presentation of the report.

PROJECT TEAM, STRUCTURE AND QUALIFICATIONS

Canfield Jenkins and Associates LLC strives to serve public safety organizations in helping them meet the challenges of governance and improve service delivery. This service takes the form of:

- Consultation on community engagement and strategic planning
- Realistic executive, management and professional development training
- Applied research on issues identified by state and local officials
- Technical support on service delivery and resource allocation



Tom Jenkins, President of Canfield Jenkins and Associates, will serve as project coordinator and provide much of the technical coordination for the project. Tom serves as a professional Fire Chief. In that capacity he is responsible for over 154 career employees in ten different physical locations protecting approximately 80,000 citizens. As fire chief, he has been successful in acquiring alternative revenue, opening new fire stations, obtaining dual accreditation for the department and lowering its insurance rating to a Class 1. In 2015, Chief

Jenkins was elected to serve on the Board of Directors for the International Association of Fire Chiefs as the Second Vice President of the 12,000-member organization. In 2017, he was elected President and Chairman of the Board for the IAFC. In his capacity as IAFC President, Chief Jenkins was involved in numerous federal and international decisions, including providing testimony to the United States Congress in 2018.

Through Canfield Jenkins and Associates LLC, he has also consulted to various municipalities in four states (MI, MO, OK, AR) to help with equipment acquisition and service delivery models. He has been a principal member of the NFPA 1710 committee since 2011 to provide oversight and direction. He has personally assisted in the development of resource deployment methodology and decisions for the cities of Tulsa (OK), Broken Arrow (OK), Catoosa (OK) and several others throughout the multi-state region. He currently serves on the Advisory Board of the National Fallen Firefighters Association and PulsePoint Foundation as well as the Executive Board of the International Fire Service Training Association. In 2020 he was appointed to the Homeland Security Advisory Council for the US Department of Homeland Security by

Secretary Chad Wolf. Tom holds a Bachelor's Degree in Fire Protection and Safety Engineering from Oklahoma State University and a Master's Degree in Public Administration from the University of Oklahoma.



Jarett Metheny, CJA Project Manager, will provide expertise in the areas of stakeholder engagement and enhanced service delivery. Jarett is a graduate of Oklahoma State University's Fire Protection and Safety Engineering program and a 26-year veteran of the fire service. His career spans two states and three cities, including service as fire chief in the communities of Midwest City (OK), Battlefield (MO), and Ozark (MO). He is a graduate of the National Fire Academy's Executive Fire Officer Program and a credentialed Chief Fire Officer from the Commission on Professional Credentialing. Jarett served in a variety of capacities during his tenure with the Midwest City Fire Department, working his way to Chief in 2013. He retired from Midwest City in 2015 after twenty years of service. Jarett has experience as a full-time tenure track professor for Oklahoma State University, a position he held until his appointment as the Fire Chief for the Battlefield Fire Protection District in 2018. In 2020, Chief Metheny accepted the fire chief's position with the Ozark Fire Protection District. Jarett serves as the Program Coordinator for Drury University's Public Service and Safety Leadership Master's Degree Program and will complete his PhD in Fire and Emergency Management Administration from Oklahoma State University later this year.



Gunder Coatney, CJA Project Associate, will provide expertise in the area of geospatial analysis. Gunder is a professional Geographic Information Systems Analyst with over six years of experience and a veteran of the United States Air Force. He has a Bachelor's degree in Geomatics from the Oregon Institute of Technology.

Other CJA professional staff will be utilized as required.

RECENT SIMILAR PROJECTS COMPLETED BY CJA

Joplin Fire Department Resource Allocation Study (2021)
Ozark Fire Protection District Strategic Plan and Deployment Analysis (2020)
Lawrence Douglas County Fire Medical EMS Deployment Analysis (2020)¹

Individually, both Tom Jenkins and Jarett Metheny have completed similar projects in other capacities including the authorship of standard of cover documents, the location and relocation of fire stations and the distribution and analysis of human resource needs for fire department deployment.

BUDGET

The budget for this project is inclusive of costs associated with the consultants assigned, retainers for elements of the report, travel and all costs. The total project cost shall not exceed \$25,000. The billing for this project shall occur at project milestones as outlined in the process.

TIMELINE

From contract signing to completion of the final document, the estimated timeline of completion is approximately six months.

REFERENCES

Andy Nimmo
Deputy Fire Chief
Joplin Fire Department (MO)
Project: Resource Allocation Study
(417) 437-6983
animmo@joplinmo.org

¹ Working for Wichita State University

Susie Ballard
Board President
Ozark Fire Protection District (MO)
Project: Strategic Plan and Station Location Analysis
(417) 724-5105
sballard21@hotmail.com

Tom Fagan
Division Chief
Lawrence Douglas County Fire Medical (KS)
Project: EMS Deployment Analysis with Douglas County
(816) 260-5122
tfagan@lawrenceks.org

Lori Moore
President
International Public Safety Data Institute
Project: Previous work on FireCARES and National Fire Operations Reporting System
(202) 549-5080
lori@i-psdi.org

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.

Department: Police

Date: December 20, 2021

Agenda Item: Receipt of bids to purchase 10 Mobile Data Terminals (MDT) for the Police Department.

Summary: The Police Department utilizes Mobile Data Terminals in all vehicles assigned to the patrol division to access our report management system. The allows officers the ability to complete reports in the field, access records, access booking photographs and access to MULES to check license plates and driver's license when on traffic stops. Our current MDTs were purchased in 2015, three are no longer usable. Three bids were received from three authorized Panasonic dealers for the Panasonic Toughbook FZ-55FZ-13VM unit. This is the updated version of our current Panasonic Toughbook MDT. Bids were received from Turn-Key Mobile Inc Jefferson City MO, CDS Office Technologies, Springfield IL, and Mooringtech Lincoln NE. The bids were for ten new MDT only. Each bid had additional options included on the bids (docking stations, brackets, and power sources) which are not needed at this time. The bids received are as follows

Turn-Key Mobile \$3,150.00 ea. Ten units \$31,500

CDS Technologies \$2,861.00 ea. Ten units \$28,610

Mooringtech \$3,295.99 ea. Ten units \$32,950 plus 750.00 shipping

Turn-Key is \$2,890.00 dollars higher than CDS Technologies. Turn-Key Mobile is in Jefferson City MO, is the company we have purchased all our previous MDTs from and only an hour drive away. Moberly Police would prefer to purchase from a Missouri Company not one in Springfield IL. Turn-Key Mobile would be much easier to access for repairs and returns if needed.

Recommended Action

Fund Name:

Account Number:

Available Budget \$:

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



Turn-Key Mobile, Inc.

4510 Country Club Dr
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
10/29/2021	27540

Name / Address
Moberly Police Department 300 N Clark St Moberly, MO 65270

Sales Rep	Prepared By	PO #	Accepted By
BH	Kate		

Item	Description	Qty	Rate	Total
FZ-55FZ-13VM	Panasonic Public Sector Specific, Win10 Pro, Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment Options: (these items not included in total price)	10	3,150.00	31,500.00
CF-SVCPSY5	Panasonic Service Bundle 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return	0	592.00	0.00
7160-0578-00	GAMBER JOHNSON Panasonic Toughbook 54 Laptop Computer Vehicle Cradle - No Electronics	0	278.00	0.00
7170-0250	GAMBER JOHNSON CF-54/55 Docking Station Kit - NO RF, comes with Lind External Power Supply	0	927.00	0.00
Proposals are good for 30 days. Please ask your rep for updated pricing and availability.		Total \$31,500.00		

Shipping is not included.

Signature _____



CDS Office Technologies
 612 South Dirksen Parkway
 Springfield, Illinois 62703
 United States
 (P) 217-553-0726

Quotation (Open)

Date

Nov 29, 2021 03:53 PM CST

Modified Date

Nov 29, 2021 04:38 PM CST

Quote #

493008 - rev 1 of 1

Description(10) TB 55 Premium Public Sector Service
Package Solutions**SalesRep**Clark, Ronald
(P) 217-553-0726**Customer Contact**Smith, Bobbie
(P) 660-263-0346
bsmith@moberlypd.com**Customer**Moberly Police
Department (MP8976)
Smith, Bobbie
300 N Clark
Moberly, MO 65270
United States
(P) 660-263-0346**Bill To**Moberly Police Department
Smith, Bobbie
300 N Clark
Moberly, MO 65270
United States
(P) 660-263-0346
bsmith@moberlypd.com**Ship To**Moberly Police Department
Smith, Bobbie
300 N Clark
Moberly, MO 65270
United States
(P) 660-263-0346
bsmith@moberlypd.com**Customer PO:****Terms:**

Undefined

Ship Via:

Best Way

Special Instructions:

DROP SHIP

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Panasonic Toughbook 55 Premium Public Service Package Win10 Pro, Intel Core i5-1145G7 (up to 4.4Ghz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Note: Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment	FZ-55FZ-13VM	10	\$2,861.00	\$28,610.00
2	Havis - Cradle for Toughbook 55 with Power Supply	DS-PAN-436	10	\$378.00	\$3,780.00
OPTIONAL - TOUGHBOOK 55 DOCKING STATION & MULTIPURPOSE BRACKET					
3	Havis - Docking Station with Dual Pass-through Antenna and Power Supply for Toughbook 55	DS-PAN-432-2	10	\$775.00	\$7,750.00
4	Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles	LPS-211	10	\$26.00	\$260.00

Subtotal: \$40,400.00
Tax (7.7380%): \$0.00
Shipping: \$0.00
Total: \$40,400.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15%



Sales Quotation

Quotation No.:58974

Page 1 of 1

Tel: 877-532-8088
Fax: 281-259-6615

michael.cayes@mooringtech.com
<https://www.mooringtech.com>

Bill To:

Moberly Police Department
Bobby Smith
300 N Clark St
Moberly Police Department
Moberly MO 65270
USA
660-263-0346

Order Date: 11/29/2021**Valid Until:** 12/29/2021**Customer Number:** C28842**Rep:** Michael Cayes**Terms:** ON_INVOICE (WIRE/CHECK)**Customer Ref:****Ship To:**

Moberly Police Department
Bobby Smith
300 N Clark St
Moberly Police Department
Moberly MO 65270
USA
660-263-0346

Item Code	Description	Condition	Quantity	Price	Total
FZ-55FZ-13VM	Public Sector Specific, Win10 Pro, Intel Core i5-1145G7 (up to 4.4Ghz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment	NEW	10	3,295.00	32,950.00
GJ-55TLVD2L	TOUGHBOOK 55 GAMBER-JOHNSON TRIMLINE DUAL PASS THRU LAPTOP VEHICLE DOCK WITH LIND POWER ADAPTER - COMPATIBILITY CF-54 FZ-55	NEW	10	1,395.00	13,950.00
7170-0138	Kit, Dodge Charger 2011-2014, Pedestal	NEW	10	495.00	4,950.00
				Freight	\$750.00
				Tax	\$0.00
				Total	\$52,600.00

FZ-55 x 10

Terms and Conditions

- * Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
- * All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
- * Payment must be made in U.S. dollars.
- * Pricing and quantities are subject to change.
- * Mooring Tech reserves the right to substitute products of equal or greater specifications.
- * Invoices are subject to late payment charges of 18% per year computed monthly after due date.
- * All products are sold "AS IS"
- * No credit allowed for goods returned without prior approval.
- * ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCK/HANDLING FEE.
- * Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Mooring Tech within 2 days of receipt of goods. All goods shipped at the buyer's risk.
- * Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
- * All product and services on this invoice will remain the property of Mooring Tech and will be fully encumbered until full payment has been remitted.
- * Terms orders are based off from payment being made via check or ACH or Wire. If Credit Card is presented as payment, an administrative fee of 3.5% plus \$25.00 will be added to the corrected invoice.

Mooring Tech strives to bring our customers the best possible price everyday.

restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Community
Development

Date: December 20, 2021

Agenda Item: A request from John Meystrik to vacate an alley between 24 Urbandale and 28 Urbandale and turn the property to the adjacent properties.

Summary: Please find attached the petition to vacate and a map of the properties that are making the request.

Recommended Action: Direct staff to bring forward to January 3, 2022 regular City Council meeting for final approval.

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 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>Petition</u>

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Davis**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

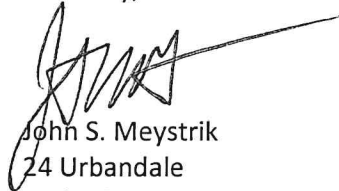
July 2, 2019

Tom Sanders, Director of Public Works
City of Moberly, Missouri
101 West Reed St
Moberly MO 65270

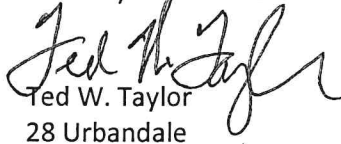
Dear Tom:

We, the owners of 24 Urbandale, John S. Meystrik and Amy Meystrik, together with the owners of 28 Urbandale, Ted W. Taylor and Glynnda M. McGarvey Stanley, individually, and as Trustee of the Glynnda M. McGarvey Revocable Trust, hereby respectfully request the City of Moberly Missouri vacate the alley located between the two aforementioned residences entirely to John S. Meystrik and Amy Meystrik, owners of 24 Urbandale.

Sincerely,



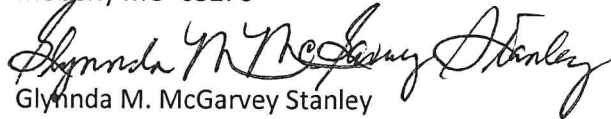
John S. Meystrik
24 Urbandale
Moberly MO 65270



Ted W. Taylor
28 Urbandale
Moberly MO 65270



Amy Meystrik
24 Urbandale
Moberly MO 65270



Glynnda M. McGarvey Stanley
28 Urbandale
Moberly MO 65270

PETITION TO VACATE AN ALLEY

COMES NOW, John S. Meystrik, Amy Meystrik, and Glynnda M. McGarvey Stanley, and Ted W. Taylor and for their Petition to Vacate an Alley states as follows:

The Alley is described as a 10 foot by 458-foot strip located between Lots 34 and 35 in the Urbandale Addition to the City of Moberly and intersecting with Urbandale and the railroad tracks.

The reason for vacating the alley is to grant the alley to the owners of lot 34 for their driveway.

The property owners on either side of the alley are John S. Meystrik, Amy Meystrik, and Glynnda M. McGarvey Stanley, and Ted W. Taylor

The following utilities are located in the alley: None Known

Subscribed and sworn to this day of , 2021.

Property Owner

Property Owner

Property Owner

Property Owner

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this _____ day of _____, 2021, before me, the undersigned, a notary in the said County, personally appeared John and Amy Meystrik, personally known to me who declared themselves to be a married couple and declared that said instrument was signed by them, and acknowledged said instrument to be their free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____

STATE OF MISSOURI)
) SS.
 COUNTY OF RANDOLPH)

On this _____ day of _____, 2021, before me, the undersigned, a notary in the said County, personally appeared Ted Taylor and Glynnda McGarvey, personally known to me who declared themselves to be a married couple and declared that said instrument was signed by them, and acknowledged said instrument to be their free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

 Notary Public

My Commission Expires: _____

TR 2

WS #3.

3

24 Urbandale
John Meystrik

8

URBANDALE

28 Urbandale
Ted Taylor

26

7

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Public Utilities

Date: December 20, 2021

Agenda Item: Discussion Regarding Purchase Of Annual UV System Parts From Suez Treatment Solutions, Inc. Authorizing The City Manager To Execute The Purchase On Behalf Of The City.

Summary: This purchase is an annual sole source purchase for wear parts needed to ensure reliable continuous operation of the wastewater treatment plant's UV disinfection system. This includes parts such as; ballasts, lamps and control components. Quoted cost for this purchase is \$14,884.09.

Recommended Action: Direct staff to develop a resolution for approval at the next regular council meeting.

Fund Name: Treatment Plant Maintenance

Account Number: 301.114.5303

Available Budget \$: \$42,258.27

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" 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>Quote</u>

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

Quotation			
Number	230035402		
Date	12/14/2021		
Your PO	UV Parts		
Customer N°	707217		
Project code	O-000011		
Valid from	12/14/2021	Valid to	01/14/2022

To :

City of Moberly
101 West Reed
MOBERLY MO 65270
USA

Ship To :

City of Moberly
1429 Country Road 2350
MOBERLY MO 65270
USA

Dear Sir, Dear Madam,

We thank you for your quotation request. Here are the best conditions we can offer you for delivering the following items :

For questions please call : 201 676 2525 Mr Richard KELLER

Currency : USD

Conditions

Payment terms : NET30 Days

Delivery terms : EXW Prepay & Add

Item	Item No.	Description	Quantity	Unit price	Amount
10	1000038813	BALLAST, ASSEMBLY, 230V, UV 40-HO	35 EA	258.08 USD / 1 EA	9,032.80
20	1000070663	LAMP 58" ARC 20" 20AWG PIGTAIL 40HO COLD	90 EA	29.19 USD / 1 EA	2,627.10
30	1000038867	DCA Assembly 40-HO	2 EA	688.13 USD / 1 EA	1,376.26
40	1000039309	HEAT TRANSFER COMPOUND TUBE, 3 OZ,	1 EA	30.90 USD / 1 EA	30.90
50	1000038874	SWITCH BOX, 8 PORT, CODE OPERATED	1 EA	1,552.03 USD / 1 EA	1,552.03
60	1089020040	OUTBOUND FREIGHT	1 EA	265.00 USD / 1 EA	265.00

Item	Item No.	Description	Quantity	Unit price	Amount
<p>"Recently enacted national, state/provincial and local directives and regulations in response to the COVID-19 pandemic as defined by the World Health Organization [WHO] has caused, and will continue to cause market volatility, fluctuations, price adjustments, delays, and other unforeseen impacts on industries.</p> <p>SUEZ is currently monitoring the situation as it develops and we are constantly adjusting our current pricing and bidding to be reflective of market conditions as of the day of price or bid submission.</p> <p>However, to the degree changing and newly enacted regulations and directives cause material impact, further market disruption, delay, or price escalation, SUEZ reserves the right to adjust our pricing and bid submissions accordingly.</p> <p>Please rest assured that SUEZ will continue to make every effort to be as accurate as possible in our pricing and lead-time estimates and we will continue to keep all of our customers, clients, and partners apprised of any changes as they occur.</p> <p>Pursuant to new SUEZ temporary payment guidelines, the following supersedes and replaces South America, Europe, & Asia are to be prepaid 100% in advance of shipment, regardless of shipment destination. Freight Terms will be Ex-Works unless otherwise agreed upon."</p>					
				Subtotal before taxes USD	14,884.09
				Amount due USD	14,884.09
					14,884.09

Fourteen thousand eight hundred eighty-four us dollar nine

Do not hesitate to contact us for any further information. Looking forward to hearing from you. Kind regards,

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ Treatment Solutions Inc. . No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ Treatment Solutions Inc unless made in writing and signed by an authorized representative of SUEZ Treatment Solutions Inc Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.

2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.

3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in SUEZ Treatment Solutions Inc's proposal.

4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ Treatment Solutions Inc's proposal.

5. **EXCUSABLE DELAY.** SUEZ Treatment Solutions Inc shall not be liable for any delay in performance or failure to perform due to any cause beyond OZONIA's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ Treatment Solutions Inc 's performance is delayed by any of the foregoing causes, SUEZ Treatment Solutions Inc 's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ Treatment Solutions Inc 's performance, Purchaser shall pay SUEZ Treatment Solutions Inc any additional costs incurred by SUEZ Treatment Solutions Inc resulting from such delay and shall also pay SUEZ Treatment Solutions Inc's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.

6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ Treatment Solutions Inc for use solely with respect to this Project. SUEZ Treatment Solutions Inc shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ Treatment Solutions Inc. The Instruments of Service furnished by SUEZ Treatment Solutions Inc are proprietary to SUEZ Treatment Solutions Inc, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ Treatment Solutions Inc 's written authorization.

7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ Treatment Solutions Inc 's or the manufacturer's operations.

8. **WARRANTY OF TITLE.** SUEZ Treatment Solutions Inc warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.

9. **WARRANTY.** SUEZ Treatment Solutions Inc warrants that its Equipment shall conform to the description contained in SUEZ Treatment Solutions Inc's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ Treatment Solutions Inc's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ Treatment Solutions Inc that such defect is covered under the foregoing warranty, SUEZ Treatment Solutions Inc shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ Treatment Solutions Inc's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ Treatment Solutions Inc shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touchup of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ Treatment Solutions Inc provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ Treatment Solutions Inc's sole liability and purchaser's exclusive remedy for failure of SUEZ Treatment Solutions Inc to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **BACKCHARGES.** SUEZ Treatment Solutions Inc shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ Treatment Solutions Inc 's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ Treatment Solutions Inc, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ Treatment Solutions Inc at its headquarters office.

12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall SUEZ Treatment Solutions Inc's liability exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ Treatment Solutions Inc for reasonable costs incurred by SUEZ Treatment Solutions Inc including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract or if the Project is suspended or delayed for more than 120 cumulative days, then SUEZ Treatment Solutions Inc may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ Treatment Solutions Inc shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If

payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ Treatment Solutions Inc to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid amount. Purchaser shall reimburse SUEZ Treatment Solutions Inc for all attorney's fees and costs related to collection of past due amounts.

WS #4.

15. **DEFAULT BY SELLER.** In the event of any default by SUEZ Treatment Solutions Inc and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ Treatment Solutions Inc. SUEZ Treatment Solutions Inc shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonably be remedied within such thirty (30) day period, SUEZ Treatment Solutions Inc shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** SUEZ Treatment Solutions Inc shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ Treatment Solutions Inc's prior written permission. Purchaser shall give prompt written notice to SUEZ Treatment Solutions Inc of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ Treatment Solutions Inc shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ Treatment Solutions Inc cannot so procure such right within a reasonable time, SUEZ Treatment Solutions Inc shall promptly, at SUEZ Treatment Solutions Inc's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, SUEZ Treatment Solutions Inc will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by SUEZ Treatment Solutions Inc's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by, interpreted and enforced in accordance with the laws applicable in the state where the jobsite is located, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over the jobsite. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither SUEZ Treatment Solutions Inc. nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. OZONIA and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.



Please Return to: Becky Korb
Email: becky.korb@suez.com
Fax: 804-756-7643

WS #4.

SUEZ Treatment Solutions Inc.

Purchase Authorization Form- updated 04/14/2020

Pursuant to new SUEZ temporary payment guidelines, the following supersedes and replaces Item No. 3 of the Terms & Conditions of Sale listed on the Quotation: Orders originating from Mexico, Latin America, South America, Europe, & Asia are to be prepaid 100% in advance of shipment, regardless of shipment destination. Freight Terms will be Ex-Works unless otherwise agreed upon.

All highlighted sections must be completed in full for SUEZ to process your order:

Quotation Number: 230035402 Customer: Moberly MO

Customer PO/Reference: WWTP UV

Payment Type: ☐ Check (For Open Account/Net30)
☐ Wire Transfer (For Open Account/Net30)
☐ Credit Card (via Credit Card Portal- do not include CC info on this form)

Authorizing Name & Email: Brian Crane
bcrane@cityofmoberly.com

Authorizing Title: City Manager

Payer Name & Email: Greg Hodge

Payer Title: Finance Director

I hereby authorize SUEZ Treatment Solutions Inc. to invoice for the scope of supply as described on the Sales Quotation listed above and attached hereto.

Authorized Signature: _____ Date: _____

Payer Signature: _____ Date: _____

Limitation of Liability:

Notwithstanding any statement contained herein to the contrary, in no event shall either party's liability to the other party (including for breach of contract claims, breach of warranty claims, indemnity claims, or anything else) exceed the purchase price of the equipment or services and neither party shall be liable to the other party for consequential, indirect, incidental, special, or punitive damages. Seller's sole obligation and liability for insurance is per the attached Certificate of Insurance.

Recently enacted national, state/provincial and local directives and regulations in response to the COVID-19 pandemic as defined by the World Health Organization [WHO] has caused, and will continue to cause market volatility, fluctuations, price adjustments, delays, and other unforeseen impacts on industries. SUEZ is currently monitoring the situation as it develops and we are constantly adjusting our current pricing and bidding to be reflective of market conditions as of the day of price or bid submission. However, to the degree changing and newly enacted regulations and directives cause material impact, further market disruption, delay, or price escalation, SUEZ reserves the right to adjust our pricing and bid submissions accordingly.

Please rest assured that SUEZ will continue to make every effort to be as accurate as possible in our pricing and lead-time estimates and we will continue to keep all of our customers, clients, and partners apprised of any changes as they occur.

SUEZ Internal Use Only – Filled Out by Parts Sales Coordinator or Sales Engineer

SO#

Date:

SUEZ Employee:



City of Moberly

City Council Agenda Summary

Agenda Number: WS #5.

Department: Public Works

Date: December 20, 2021

Agenda Item: Would like to make the 500 block of West Logan and the 300 block of West Hinton no parking on the South due to the streets being less than 18' wide.

Summary: These two streets are less than 18' wide and if cars park across from each other it is almost impossible for emergency vehicles to get through. Please see the attached summary and pictures of these streets.

Recommended Action: Direct staff to bring forward to the January 3, 2022 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Carla Beal

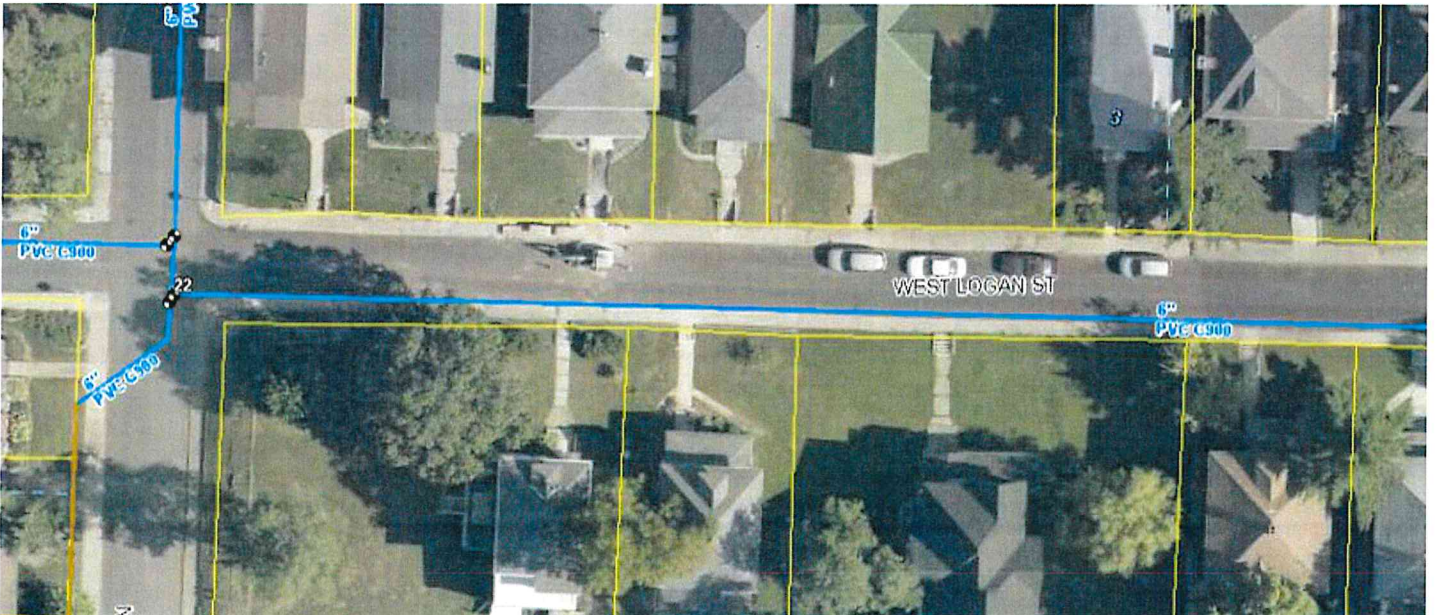
From: Tom Sanders
Sent: Wednesday, December 15, 2021 5:00 PM
To: Randall Thompson; Brian Crane
Cc: Carla Beal; tink; Shirley Olney; Tim Grimsley; Donald Ryan
Subject: No parking on one side of street

Summary;

I would like to draft resolution or ordinance to submit to the council for approval to make the 500 block of West Logan and the 300 Block of West Hinton no parking on the South side due to the streets being less than 18' wide.

We have several streets in town that are too narrow to technically have parking on one side, but these are less than 20' and have parking on both sides. Typically we look at 26' as the minimum width to allow one side parking, with vehicles taking up 7' of the edge, that leave two 9.5' driving lanes which is very narrow. There are several old town streets that are down to 20' wide with allow parking on both sides, which cars parked directly across from each other can make them impassable for emergency vehicles and snow plows. The two blocks I have shown below are even narrower and we have been requested to look at for limiting parking to one side.

The 500 Block of West Logan is barely 18' wide with sidewalks immediately abutting the street on both sides, the 400 block is 25' wide. The 600 block is just as narrow, but its is a dead end vs. through street. Emergency vehicles and snow plows can't fit down an 18' wide street with a 7' wide car on both sides, even when they park up on sidewalks illegally, it still barely is passable with a car.



300 Block of West Hinton, this block is directly off of Emerson and is less than 17' wide with open ditches. Parking on one side has the road necked down to less than 10', barely enough for one lane of traffic and hard to fit a snow plow down. As water is on the South side, I am recommending making the South side no parking on this block.

