

A G E N D A
WORK SESSION MEETING
City of Moberly
August 15, 2022
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Appointment to the Moberly, Missouri Public Building Corporation.
2. Approve The Signing Of The Contract With Target Solutions Learning, LLC (DBA Vector Solutions) For Software Program To Be Implemented By The Fire Department.
3. Approval Of The Tech Shop To Provide Off-Site Data Storage For The Moberly Police Department.
4. Request For Approving A Resolution Authorizing The Moberly Fire Department To Enter Into A Contract With Station Automation, Inc. (DBA PS Trax) For Software Program To Be Implemented By The Fire Department.
5. A Resolution approving annual service agreement for IT services for Police Department.
6. Resolution approving renewal of Police Department Microsoft Office 365.
7. A Discussion Regarding A Scope Of Services Agreement With BARR Engineering For Professional Services.
8. A Discussion Regarding A Purchase Of A Replacement Motor For Public Utilities From Aerzen And Authorizing The City Manager To Make The Purchase.
9. Receipt of proposals for re-establishing existing ditches in areas of Moberly.
10. Receipt of proposals for In-fill Housing
11. Oakland Cemetery grave opening agreement.
12. Proposals from the Tourism Advisory Commission

City of Moberly

City Council Agenda Summary

Agenda Number: WS #1.
Department: City Clerk
Date: August 15, 2022

Agenda Item: Appointment to the Moberly, Missouri Public Building Corporation.

Summary: Don Burton's three-year term (2019-2022) expires October 1, 2022. He has indicated that he would like to continue to serve in this capacity for the term of 2022-2025. (See attached).

Recommended Action: Reappoint Don Burton for a three-year term to the Moberly, Missouri Public Building Corporation at the September 6, 2022, Council Meeting.

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 type="checkbox"/> Other _____

Role Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

My term for the Moberly, Missouri, Public Building Corporation expires this year (2019-2022). I wish to be considered for reappointment to the Moberly, Missouri, Public Building Corporation Board for the term of 2022-2025.

Sincerely,

Don Burton
Don Burton

8-4-2022
Date

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #2.

Department: Fire

Date: August 15, 2022

Agenda Item: Approve the signing of the contract with Target Solutions Learning, LLC (dba Vector Solutions) for software program to be implemented by the Fire Department.

Summary: The Council, through the budgetary process, agreed to the Fire Department's request for funding of several new software programs to be implemented. This funding was approved with a total dollar amount covering the costs of the multiple programs requested. This contract covers the costs of Target Solutions Learning, LLC (dba Vector Solutions) for the initial program set up.

Recommended Action: Approve the City Manager to sign off on the contract and begin the implementation process.

Fund Name: Data Processing

Account Number: 100.008.5403

Available Budget \$: 11,000.00

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 type="checkbox"/> Other _____

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

TargetSolutions Learning, LLC Agreement

Schedule A

Date: Tuesday, November 23, 2021

Client Information

Client Name: Moberly Fire Department	
Address: 310 N Clark Street Moberly, MO 65270	
Primary Contact Name: Donald Ryan	Primary Contact Phone: (319) 750-2591

Agreement Term

Effective Date: 12/31/2021	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Donald Ryan		
Billing Address: 310 N Clark Street Moberly, Missouri 65270		Billing Phone: (319) 750-2591 Billing Email: ryand@moberlyfd.com
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	25	\$99.00	\$2,475.00
Annual Total:					\$2,870.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Grand Total (including Annual and One-Time): \$2,870.00

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE CLIENT AGREEMENT

This Vector Solutions Software as a Service Client Agreement (the “**Agreement**”), effective as of the date in the attached Schedule A (the “**Effective Date**”), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions, (“**Vector Solutions**”) a Delaware limited liability company, and the undersigned client (“**Client**”), (each a “**Party**” or “**Parties**”), and governs the purchase and ongoing use of the Services described in this Agreement.

1. **SERVICES.** Vector Solutions shall provide the following services:

1.1. Access and Use. Subject to and conditioned on Client's payment of fees and Client's and its users' compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client's users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a “one user per one authorization basis” and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client's Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. Help Desk. Vector Solutions will assist Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions' Services to its clients; (ii) the competitive strength of or market for Vector Solutions' services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from Vector Solutions, which upgrades and/or updates Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

1.5 Service Specific Terms and Conditions.

1.5.1 Incident Tracking Services and Incident Management System Services.

The following subsections (a) and (b) shall apply, if and only if, Client is purchasing Vector Solutions “Incident Tracking Service” or Vector Solutions “Incident Management System” Services, as described in Schedule A.

(a) Incident Tracking Service. Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service or Incident Management System, may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that Vector Solutions does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service or Incident Management System.

(b) Incident Management System. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a “covered entity”) as those terms are defined under the federal Health Information Portability and Accountability Act (“**HIPAA**”). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client's use of the Incident Tracking Service or Incident Management System.

2. **CLIENT'S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTIONS.**

2.1. Compliance. Client shall be responsible for all Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. Identify Named Users.

2.2.1. A “**Named User**” is defined as Client’s employees, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.2.2. For Clients accessing and using the Services, Client shall: (a) provide a listing of its designated/enrolled Named Users; (b) cause each of its Named Users to complete a unique profile if not created by Vector Solutions on their behalf; (c) timely maintain user database by adding a unique profile for each new Named User; and (d) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.2.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.2.4 Client agrees to pay for the number of Users using or licensed to access the Services in a given contract year.

2.2.5 Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Client’s use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client’s location. Such charges will be made in advance, according to the frequency stated in Schedule A. Vector Solutions will invoice in advance, and such invoices are due and payable thirty (30) days after the invoice date (“Due Date”). All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid. Any fees unpaid for more than ten (10) days past the Due Date shall bear interest at 1.5% per month

3.3. Suspension of Service for Overdue Payments. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client’s Named Users access to the Services without notice until all overdue payments are paid in full. Suspension of Client’s use of the Services or termination of the Agreement for Client’s violation of the terms of this Agreement will not change the Client’s obligation to pay any and all fees and expense reimbursements due for the applicable Term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client’s or any Named User’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client’s use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions’ other customers’ ability to access and use the Services; or (iii) Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Vector Solutions’ other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions’ income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions’ software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by Vector Solutions, as well as any and all suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by Client (collectively "Feedback"), and this Agreement does not convey to Client any rights of ownership to the same. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Client recognizes that Vector Solutions regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than authorized Named Users of Client without the prior written consent of Vector Solutions. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (c) embed the course content into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any Vector Solutions Services or software; (f) alter or tamper with the Services and/or associated documentation in any way; (g) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (h) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (i) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of Vector Solutions' website, Client hereby authorizes Vector Solutions to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the shared resources section of Vector Solutions' website with Vector Solutions' third-party customers and users that are unrelated to Client ("Other Vector Solutions Customers"); provided that Vector Solutions must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other Vector Solutions Customers.

5. TERM, TERMINATION, AND NOTICE.

5.1. **Term.** The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("**Term**"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "**Renewal Term**"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration or early termination of this Agreement pursuant to Section 5.2 (Termination for Cause) below access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "**Expiration Period**"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2. **Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

5.3. **Notice.** All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. **Mutual Representations & Warranties.** Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO DELEGATION OF THAT DUTY. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.3. Disclaimer of Third-Party Content If Client uploads third-party content to the Vector Solutions platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SOFTWARE.

6.4 No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

7. LIMITATION ON LIABILITY.

EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES DUE TO, OR ALREADY PAID TO, VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

7.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

8. INDEMNIFICATION.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold the Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to the Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the Vector Solutions' platform by Client infringes or violates any intellectual property right of any person.

9. MISCELLANEOUS.

9.1 Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of the Client in the course of the performance of the Services hereunder, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

9.2.1 CCPA Disclosures: To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to the Client's instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from the Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because the Client is not sharing or transferring such data to Vector Solutions for valuable consideration; (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the Services, including any Schedules and Statements of Work attached hereto, and within the direct business relationship with the Client.

9.3. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector Solutions.

This Space Intentionally Left Blank – Signature Page Immediately Follows

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Moberly Fire Department
310 N Clark Street
Moberly, MO 65270

By: _____

By: _____

Printed Name: Phil Coons

Printed Name: Donald Ryan

Title: Vice President, Sales

Title: Chief

Date: _____

Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____
 Department: Police
 Date: August 15, 2022

WS #3.

Agenda Item: Resolution approving The Tech Shop provide off-site data storage

Summary: The Police Department's current off-site data storage provider is no longer able to provide adequate storage or accessibility. With continued increases in video storage requirements and security concerns, a CJIS approved off-site records back up was needed. Cost is \$6,240.00 dollars and as The Tech Shop is our current IT provider, they are able to provide this to us. This is a budgeted expense.

Recommended Action Direct staff to bring to the September 6th meeting for final approval.

Fund Name: Data Processing

Account Number: 100.007.5403

Available Budget \$: 84,961.15

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	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kyser	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Lucas	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com



WS #3.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4815**DATE 09/01/2022**

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement Hybrid Onsite / Cloud Backup Plan (BILLED ANNUALLY) -Full Image Backup -Cloud and Onsite Storage for Redundancy -5TB Allowance -Encrypted -Server Images, Full NAS Backups -Includes Onsite Storage for Backups	1	6,240.00	6,240.00

BALANCE DUE

\$6,240.00

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Fire

Date: August 15, 2022

Agenda Item: Approve the signing of the contract with Station Automation, Inc. (dba PS Trax) for software program to be implemented by the Fire Department.

Summary: The Council, through the budgetary process, agreed to the Fire Department's request for funding of several new software programs to be implemented. This funding was approved with a total dollar amount covering the costs of the multiple programs requested. This contract covers the costs of Station Automation, LLC (dba PS Trax) for the initial program set up and agrees to a commitment for the next five years.

Recommended Action: Approve the City Manager to sign off on the contract and begin the implementation process.

Fund Name: Data Processing

Account Number: 100.008.5403

Available Budget \$: 11,000.00

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 type="checkbox"/> Other _____

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed



PSTrax Pricing Proposal for Moberly Fire Department

06/28/22

Moberly Fire Department

Don Ryan, Chief

310 N Clark St., Moberly, MO, 65270

PSTrax is the industry-leading operations checks system for first responder agencies. Please select the modules your agency would like to utilize below. **Annual license fees can be pro-rated to sync with budget cycle. One-time implementation fees can be amortized/spread over a multiple-year term** (see Section 2 and Section 3 on Page 2).

MODULE	DETAILS	ANNUAL LICENSE FEE (includes software, hosting, support, training, ongoing changes)	ONE-TIME IMPLEMENTATION FEE (includes project management, data import, configuration, training, rollout)	SELECTED MODULES <i>Check all selected</i>
VEHICLE	4 Heavy Vehicles includes (3 eng, 1 aerial) 4 Support Vehicles includes (1 brush, 2 command, 1 Util pk-up; plus 1 chiefs @ N/C)	\$ 1100 Annual	\$ 1100 One-Time or spread/amortized over term	<input type="checkbox"/>
STATION	Based on agency with 2 Stations	\$ 400 Annual	\$ 400 One-Time or spread/amortized over term	<input type="checkbox"/>
SCBA	Based on agency with 2 Stations	\$ 500 Annual	\$ 500 One-Time or spread/amortized over term	<input type="checkbox"/>
PPE	Based on agency with 2 Stations	\$ 500 Annual	\$ 500 One-Time or spread/amortized over term	<input type="checkbox"/>
CRITICAL ASSET	Based on agency with 2 Stations	\$ 500 Annual	\$ 500 One-Time or spread/amortized over term	<input type="checkbox"/>
INVENTORY – EMS & FIRE	Based on agency with Stations	\$ 0 Annual	\$ 0 One-Time or spread/amortized over term	<input type="checkbox"/>
CONTROLLED SUBSTANCE	Managed Containers includes (-)	\$ 0 Annual	\$ 0 One-Time or spread/amortized over term	<input type="checkbox"/>
TOTAL (ALL MODULES PRICED)		\$ 3000 Annual (USD)	\$ 3000 One-Time (USD) or spread/amortized over term	

Module Descriptions

- Vehicle – Schedule and document vehicle inspections for engine, chasis and inventory checks.
- Station – Schedule and document checklists for building maintenance, safety inspections, chore schedules and basic supplies.
- SCBA – Track the full history and movement of SCBA equipment. Log inspections, expirations, repairs, hydro testing, and more.
- PPE – Track the full history and movement of PPE equipment. Log inspections, expirations, exposures, cleanings, repairs, and more.
- Critical Asset – Track the full history and movement of critical assets. Log inspections, expirations, testings, repairs, funding source, and more.
- Inventory - Track consumable Fire, EMS, and station supplies including quantities, PAR levels, usage, expirations, and lot numbers.
- Controlled Substance – Track vial “handoffs”, usage, quantities, expirations, and lot numbers.



Agreement & Terms

This Agreement is made and entered into as of the mutually executed date by and between Station Automation, Inc. (DBA PSTrax) and Moberly Fire Department ("CLIENT"). PSTrax and CLIENT are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

This is a legal Agreement. Please carefully read all terms and conditions before signing. Any changes to this Agreement must be mutually agreed to by the Parties prior to signing. Upon the Parties mutually executing this Agreement, Station Automation, Inc. (DBA PSTrax) and CLIENT hereby agree as follows:

1. **Licensed Modules:** This Agreement shall grant CLIENT a license to use the modules for as long as this Agreement remains in effect. The modules being licensed as part of this Agreement shall be the modules checked by CLIENT above in the pricing table.
2. **Initial Term:** The Initial Term of this Agreement shall be the number of years selected by CLIENT below. The Initial Term shall start upon mutual execution of this Agreement by the Parties.

☐ 1 Year ☐ 2 Years ☐ 3 Years ☐ 4 Years ☐ 5 Years ☐ 6 Years
3. **Implementation Fees:** Each module being licensed has an implementation fee associated with it. The implementation fees shall be paid according to the selection made selected by CLIENT below.

☐ Pay implementation fees in the first year.

☐ Amortize/spread the implementation fees into equal annual parts over the term of the Agreement.

☐ Other special instructions _____.
4. **365 Day Money Back Guarantee:** If CLIENT is not satisfied with the ROI savings or the performance of a specific module(s) after a period of 365 days from the module(s) purchase date, CLIENT may cancel the module(s) purchased, by providing 30 days notice to PSTrax, and be refunded 100% of the module(s) first year's annual license and set up fees paid to date.

To qualify, the PSTrax module(s) must be built and "implemented". By definition of "implemented", the system must be placed into the crew's daily operations and check procedures, and have tasks consistently logged in PSTrax for a minimum period of six (6) months. If this provision is executed, refunded monies shall be refunded by PSTrax within 90 days.
5. **Cancellation:** With the exception of Section 4 – 365 Day Money Back Guarantee, upon mutual execution of this Agreement by the Parties, CLIENT shall be committed to the entirety of the Initial Term as selected in Section 2 – Initial Term. If CLIENT does not wish to renew after the the Initial Term or a subsequent renewal term, it may cancel this Agreement by notifying PSTrax in writing, at least 30 days prior to the end of the term.
6. **Auto Renewal:** At the end of the Initial Term and each subsequent renewal term, if CLIENT has not notified PSTrax to cancel the Agreement, the Agreement shall automatically renew for a duration equal to the Initial Term as selected in Section 2 – Initial Term. The pricing terms shall remain the same, plus any annual increases as outlined below in Section 14 – Annual Increases.
7. **Changes to Pricing Terms:** Should a change to the pricing terms be necessary, PSTrax will notify CLIENT at least 90 days prior to end of the term. If, prior to the end of the term, the Parties fail to agree to the modified pricing terms, this Agreement shall not be renewed and shall terminate.



8. **Scope of Work:** PSTrax is responsible for the initial implementation and ongoing maintenance of any modules licensed as part of this Agreement. This includes the import and setup of all vehicle, equipment, and inventory inspections provided by CLIENT to PSTrax, as well as any ongoing adjustments to these inspections upon request.
9. **Change Requests:** Any additions or changes to the scope of work not included in the pricing may be subject to additional charges. The scope of work for each module is based on “active counts” which means no additional fees will be charged to setup and load a new item when it is replacing a retired item. The only time additional fees may apply is when new items are setup and loaded, but no items are retired. In the event of additional fees, new items will be subject to an annual license fee but not an implementation fee. Any additional fees shall first be approved by CLIENT.
10. **Adding Modules:** CLIENT may license additional modules at any time. If additional modules are added during the first year of the Initial Term, PSTrax will honor any previous pricing provided. New modules added can be prorated to sync up with existing modules on the anniversary renewal invoice so only one invoice would be issued (CLIENT preference).
11. **Setup & Implementation:** PSTrax shall assign a Project Manager to work with CLIENT during the implementation. The PSTrax Project Manager shall be responsible for organizing the documents provided by CLIENT, configuring the system to the requirements of CLIENT, and determining timelines to deliver the completed system back to CLIENT. It is the responsibility of CLIENT to provide the Project Manager all existing documentation for each inspection it wishes to include. CLIENT shall have the opportunity to review and approve the system prior to rollout.
12. **Ongoing Maintenance & Support:** All training, technical support, and adjustments to any modules licensed in this Agreement are included as part of the annual software license fee. No additional fees for support/service shall be charged during the term of this Agreement, unless the scope of work increases.
13. **Travel:** All implementations, trainings and rollouts are typically done through virtual meetings. Any travel that may be requested or required is excluded in the pricing provided, and shall be billed separately to CLIENT. Should travel be necessary, PSTrax shall have all travel requests approved in writing by CLIENT prior to purchasing.
14. **Annual Increases:** Annual software license fees may be subject to annual increases. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index published by the Bureau of Labor Statistics, whichever is lower.
15. **Billing Terms:** Payment terms for all invoices from PSTrax shall be Net-45 days. First year annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties. Each year thereafter, the annual software license fees, and any amortized one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date.
16. **Use of Name:** The Parties consent to the other Party using its name and logo in marketing materials for the purpose of identifying a business relationship with the other Party.
17. **User Licenses:** PSTrax does not charge a per-user license fee. CLIENT may add as many users as necessary in the system at no additional cost. Each user in the PSTrax system shall have a unique login and password and role-based security access for each module (Administrator or User). It is the responsibility of CLIENT to provide the PSTrax Project Manager with a list of its users and the security access levels each person needs to have.
18. **Compliance:** It is the responsibility of CLIENT to ensure that all checks and inspections provided to PSTrax comply with local and federal regulations, including but not limited to: NFPA guidelines, Department of Transportation (DOT) guidelines, manufacturer specifications, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ). **PSTrax is not responsible for ensuring that the inspections CLIENT provides adhere to local or federal regulations.**



19. **Data Storage & Protection:** All data input into PSTrax is owned by CLIENT under all circumstances. CLIENT may retrieve a copy of its data in digital format at any time during the term of this Agreement for no fee upon request. CLIENT may also retrieve a copy of its data for up to 36 months after the termination of this Agreement by contacting PSTrax. Additionally, CLIENT will continue to have access to the system for the purpose of viewing and downloading its data.
20. **Security & Service Interruption:** The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting provider – and uses commercially reasonable measures to maintain the security and stability of the service. PSTrax assumes no responsibility for the effectiveness of these measures. Interruption of service is possible in any network. CLIENT hereby acknowledges and agrees that PSTrax and its service providers are NOT liable for any delays, outages, or interruptions of the service. Further, PSTrax shall not be liable for any delay or failure to perform its obligations under this Agreement, resulting from any occurrence beyond its reasonable control including, but not limited to, fire, flood, power outage, Internet outage, acts of God, mechanical, electrical, communications, or third-party supplier failure.
21. **Limitation of Liability:** Circumstances may arise in which CLIENT is entitled to recover damages from PSTrax. In such instance, the aggregate liability of PSTrax for damages shall be limited to the prorated portion of the annual software license fees paid to PSTrax by CLIENT for the three-month period immediately preceding the date on which such claim occurred.
22. **Intellectual Property:** Except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party, and Parties will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.
23. **Confidential Information:** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Except as required by law and public records requirements, Parties shall maintain confidentiality of all such confidential information and shall not disclose any confidential information to any third-parties unless it has obtained the written consent of the other Party.



By signing below, CLIENT agrees to the pricing, terms and conditions of this Agreement and certifies that the signer is an authorized purchaser for CLIENT.

When complete, please send all pages of this Agreement to PSTrax by emailing to dave@pstrax.com or faxing to 303-972-3494.

Moberly Fire Department

Authorized Purchaser

Signature: _____

Print Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____

Station Automation, Inc. (DBA PSTrax)

Signature: _____

Print Name: Scott Bergeron

Title: President

Email: scott@pstrax.com

Phone: 303-918-3169

Date: 6/28/2022

Invoicing Information

Invoice Contact Name: _____

Invoice Contact Email: _____

Invoice Contact Phone: _____

Invoice Mailing Address: _____

BEST TOOL FOR THE JOB.

Purpose-built software for
checklists and inventory
management.

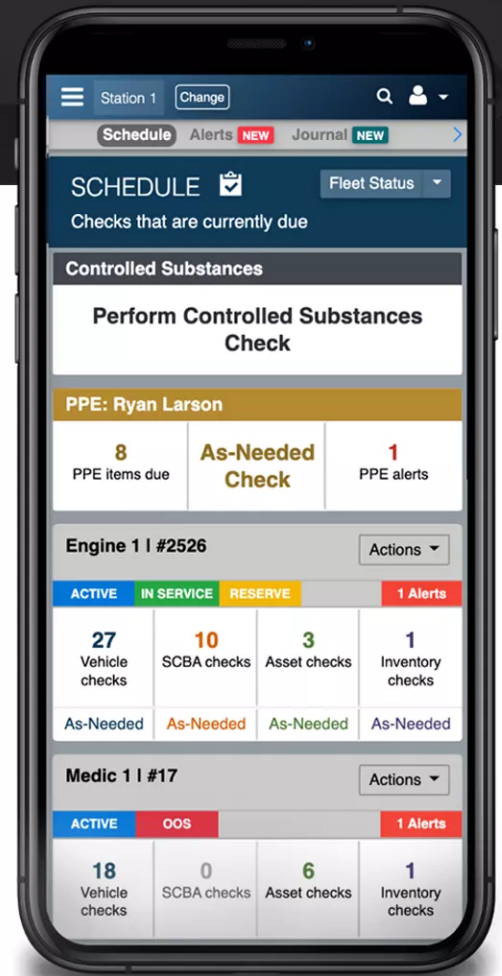
PSTRAX PROPOSAL FOR

Moberly Fire Department

Don Ryan, Chief

310 N. Clark St.

Moberly, MO 65270



Prepared By:

Dave Zachau

Station Automation, Inc. (DBA PSTRax)

Aug 4, 2022



**YOUR CHECKS.
OUR PRIORITY.**

MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet and update see the location of each vehicle and make status updates for in-service, out-of-service, and reserve units.



The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [SCBA Module](#) tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The [PPE Module](#) tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and



document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The [Critical Asset Module](#) tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The [Inventory Module](#) provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The [Controlled Substance Module](#) tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

EXHIBIT A: MODULES & PRICING

The PStrax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

Pricing is valid for 90 days. Please contact your PStrax Representative for adjustments to the modules priced below.

Module	Scope of Work	Price	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)			
Vehicle - Heavy Includes: 3 eng, 1 aerial	4 Heavy Vehicles	\$200	\$800
Vehicle - Support Includes: 1 brush, 2 command, 1 utility; plus 1 Chief veh @ n/c	4 Support Vehicles	\$75	\$300
Station Includes:	2 Stations / Buildings	\$200	\$400
SCBA Includes:	2 Stations / Buildings	\$250	\$500
PPE Includes:	2 Stations / Buildings	\$250	\$500
Critical Asset Includes:	2 Stations / Buildings	\$250	\$500
Inventory Includes:	0 Stations / Buildings	\$350	\$0
Controlled Substance Includes:	0 Managed Containers	\$200	\$0
First Arriving Integration Includes:	0 Stations	\$50	\$0
			\$3,000
One-Time Implementation Fees (includes project management, data import, configuration, training, rollout)			
Vehicle - Heavy	4 Heavy Vehicles	\$200	\$800
Vehicle - Support	4 Support Vehicles	\$75	\$300
Station	2 Stations / Buildings	\$200	\$400
SCBA	2 Stations / Buildings	\$250	\$500
PPE	2 Stations / Buildings	\$250	\$500

Critical Asset	2	Stations / Buildings	\$250	\$500
Inventory	0	Stations / Buildings	\$350	\$0
Controlled Substance	0	Managed Containers	\$200	\$0
				\$3,000

Year 1 Total (USD): \$6,000

Years 2+ Estimated Annual License Fee (Each Year) \$ 3000

** Estimate is NOT inclusive of any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms.*

Other Special Instructions:

EXHIBIT B: FINANCING TERMS

Initial Term

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments in the terms below.

Select the Initial Term of the Agreement:

Choose 1 to 5 years: _____

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- ☐ Pay the entire Annual Software License Fees now.
- ☐ Prorate the Annual Software License Fees to sync up with this date: _____
- ☐ Other instructions (optional):

**** NOTE:** The start date of the Initial Term for billing and invoice purposes shall be 10/1/22. Build process will begin upon receipt of signed agreement.

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

- ☐ Pay the entire one-time implementation fees now.
- ☐ Amortize/spread the implementation fees into equal annual parts over the Initial Term selected above (if multi-year Initial Term is selected).
- ☐ Other instructions (optional):

MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PStrax, a Colorado corporation ("PStrax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Moberly Fire Department ("CLIENT"). PStrax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

WHEREAS, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PStrax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

- 1. INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term for billing and invoice purposes shall be 10/1/22 when this Agreement is mutually executed by the Parties.
- 2. 365 DAY MONEY BACK GUARANTEE.** PStrax shall provide CLIENT a 365 Day Money Back Guarantee to ensure its satisfaction with the system. At the purchase date of each module, CLIENT shall have 365 days to "trial" the module. If CLIENT is unsatisfied with the performance of the module, within the 30 days immediately following the 365 day period CLIENT may notify PStrax to cancel the module. PStrax shall provide a full refund of the module's first year annual software license fees and any one-time implementation fees paid to date. Any refunded monies shall be paid by PStrax within 90 days. In order for CLIENT to be eligible for the 365 Day Money Back Guarantee it agrees to:
 - Use commercially reasonable efforts to build, implement and "go-live" with the module.
 - Have its crews use the module as part of their regular operations to consistently log and complete tasks for at least six (6) months of the 365 day period.
 - Attempt to contact and work with PStrax to resolve issues prior to notifying PStrax to cancel the module(s).

3. TERMINATION NOTICE. With the exception of Section 2 – 365 Day Money Back Guarantee, CLIENT shall be committed to the entirety of the Initial Term. At the end of the Initial Term (or any subsequent Renewal Term), either Party may give the other Party written notice of its intent to terminate this Agreement by providing at least 30 days notice.

4. AUTO RENEWAL. Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for a one (1) year Renewal Term. This will allow CLIENT to continue using its license(s) without any service interruption. During any Renewal Term, the terms, conditions and provisions set forth in this Agreement shall remain in effect.

5. LICENSED MODULES. PSTRax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.

6. ADDITIONAL MODULES. CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTRax will honor any previous pricing that was provided.

7. USER LICENSES. PSTRax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTRax system will have a unique login and password and role-based security access for each module.

8. SCOPE OF WORK. Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.

9. SCOPE OF WORK INCREASES & ANNUAL AUDIT. CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTRax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or managed locations exceeds the initial scope of work. PSTRax shall notify CLIENT about any additional charges due to scope of work increases.

10. ANNUAL INFLATION INCREASE. Annual software license fees may be subject to annual increases to account for inflation. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index (CPI) percentage published by the Bureau of Labor Statistics, whichever is lower.

11. CHANGES TO PRICING TERMS. Occasionally PSTrax makes changes to its pricing terms. With the exception of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments, the general pricing terms in Exhibit A: Modules & Pricing shall be "locked in" for the duration of the Initial Term. After the Initial Term, should a change to the pricing terms be necessary, PSTrax shall notify CLIENT at least 60 days prior to any changes occurring.

12. PAYMENT. PSTrax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PSTrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

13. IMPLEMENTATION. PSTrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PSTrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PSTrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

14. ONGOING CHANGES & SUPPORT. As part of CLIENT'S annual software license fees, PSTrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

15. TRAVEL. PSTrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PSTrax shall have CLIENT approve all travel requests in writing prior to purchasing.

16. CHANGES TO PLATFORM. PSTRax is a multi-tenant platform. PSTRax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PSTRax's products or services to its customers, the competitive strength of, or market for, PSTRax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

17. DATA OWNERSHIP & RETENTION. CLIENT owns its data stored in PSTRax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PSTRax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PSTRax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

18. HOSTING SERVICES. The PSTRax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTRax and its hosting services provider shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTRax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

19. FORCE MAJEURE. PSTRax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTRax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

20. COMPLIANCE. CLIENT is responsible for ensuring that its checks and inspections being documented in PSTRax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

21. INTELLECTUAL PROPERTY. Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property

rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

22. CONFIDENTIAL INFORMATION. The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

23. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PSTrax stop doing so by submitting an email to marketing@pstrax.com at any time. Customer acknowledges that it may take PSTrax up to 30 days to process such request.

24. DISPUTE RESOLUTION. The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

25. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

26. LIMITATION OF LIABILITY. In no event shall PSTrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.

27. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

28. ENTIRETY OF AGREEMENT. This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

29. ELECTRONIC SIGNATURES. The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: _____

Title: _____

Email: _____

Phone: _____

Address: _____

ACCEPTANCE

By signing below, CLIENT and PStrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

Moberly Fire Department

Station Automation, Inc. (dba PStrax)

Signature: _____

Signature: _____



Name: _____**Name:** Scott Bergeron**Title:** _____**Title:** President**Email:** _____**Email:** scott@pstrax.com**Phone:** _____**Phone:** 303-918-3169**Date:** _____**Date:** Aug 4, 2022

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to sales@pstrax.com.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #5.
 Department: Police
 Date: August 15, 2022

Agenda Item: Resolution approving annual service agreement for IT services for Police Department.

Summary: Annual renewal of the service agreement for fully managed IT services for the Police Department by The Tech Shop. Annual cost is \$16,800. Agreement provides 24/7 monitoring/management, managed anti-virus, remote patch management, office 365 account management, consultation on future technology projects and vendor management.

Recommended Action: Direct staff to bring to the September 6th meeting for final approval

Fund Name: Data Processing

Account Number: 100.007.5403

Available Budget \$: 84,961.15

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___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com

THE TECH SHOP
SIMPLIFYING TECHNOLOGY

WS #5.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4814**DATE 09/01/2022**

ACTIVITY	QTY	RATE	AMOUNT
Service Agreement	1	16,800.00	16,800.00
Fully Managed IT Service Agreement (BILLED ANUALLY)			
-24\7 Monitoring/Management			
-Managed Anti-Virus			
-Remote Patch Management			
-Office 365 Account Management			
-Consultation on Future Technology Projects			
-Vendor Management			

BALANCE DUE

\$16,800.00

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 15, 2022

Agenda Item: Resolution approving renewal of Police Department Microsoft Office 365.

Summary: Annual renewal of the Police Department email provider of Office 365 from The Tech Shop. Cost is \$8,160.00 dollars for 40 users.

Recommended

Action: Direct staff to bring to the September 6th meeting for final approval

Fund Name: Data Processing

Account Number: 100.007.5403

Available Budget \$: 84,961.15

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 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___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

The Tech Shop

PO Box 676

Columbia, MO 65205

5736150555

Support@TheTechShopMO.com

www.thetechshopmo.com



WS #6.

INVOICE

BILL TO

Moberly Police Department

INVOICE # 4816

DATE 10/01/2022

ACTIVITY	QTY	RATE	AMOUNT
Microsoft Office 365 Office 365 Business License - Yearly (Billed at \$17 / user / month)	40	204.00	8,160.00

BALANCE DUE

\$8,160.00

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #7.

Department: Public Utilities

Date: August 15, 2022

Agenda Item: A Discussion Regarding A Scope Of Services Agreement With BARR Engineering For Professional Services.

Summary: The City of Moberly is applying for up to \$5,000,000 of stormwater grant funding for improvements to the Seven Bridges CSO as part of an overall effort to reduce combined sewer flows leaving the collection system and allowing the system to fully treat those flows at the City Of Moberly WWTP. This is an opportunity to receive nearly 100% funding up to \$4,900,000 towards the project which is estimated, in 2022 dollars, to cost \$3,000,000. This Scope of Services for design engineering work is proposed at \$15,500.00. This will satisfy the Preliminary Engineering Report requirement of the grant application, due before October 14, 2022.

Recommended

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

Fund Name: Public Utilities Operations—Stormwater Department

Account Number: 301.115.5406

Available Budget \$: To be transferred from operating reserve fund.

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 type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Lucas

M___ S___ Kyser

Passed Failed

July 27, 2022

Mr. Dana Ulmer
Director of Public Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Re: Scope and Budget for Professional Services – Moberly 7 Bridges Road CSO Basin Pumping System Preliminary Engineering and Construction Cost Estimate

Dear Mr. Ulmer:

Thank you for the opportunity to provide this scope and budget for the professional services needed to complete the work identified below for the City of Moberly (City). We are grateful for the opportunity to work with you on this project. We consider our Barr team members to be an extension of your staff and we look forward to serving you.

Project Understanding

Barr understands that the City would like to make improvements to the 7 Bridges CSO Basin to provide pumping capabilities from the basin to the City's water treatment system. The project is expected to consist of the following major tasks:

- Basin dewatering
- Accumulated sludge removal
- Installing pumping system and controls
- Installing piping system from the basin to the City's water treatment system

Barr has prepared the following scope and budget to develop an preliminary engineering and construction cost estimate for the basin improvements listed above.

Scope and Budget

Barr's scope of services to develop a preliminary engineering and construction cost estimate for the proposed Moberly 7 Bridges Road Combined Sewer Overflow (CSO) Basin Pumping System is outlined in the following tasks:

Task 1 – Site Visit

Barr will complete a site visit with the City to the 7 Bridges Road CSO basin to collect field data and discuss project priorities and goals. Preferred pipeline paths, potential utility conflicts, and other project details will also be reviewed with the Moberly project manager during this site visit.

Task 2 – Preliminary Engineering and Construction Cost Estimate

Barr will develop a preliminary engineering and construction cost estimate for the proposed Moberly 7 Bridges Road CSO Basin Pumping System. The estimate class will be Class 5 as defined in AACE Internal Recommended Practice Manual 56R-08 and have an expected accuracy range from -30% to +50%.

Task 3 – Basis of Estimate Documentation

Barr will develop a basis of estimate (BOE) document that will accompany the cost estimate. This document will include the following:

- Scope description
- Methodologies used
- References and defining deliverables used
- Assumptions and exclusions made
- Clarifications, adjustments, and general indication of the level of uncertainty.

Assumptions

Barr made the following assumptions in this scope of work:

- City will provide relevant sampling and testing data from the 7 Bridges Road CSO Basin sludge to assist with the sludge removal plan
- Publicly available LiDAR is available for the project area
- City will provide relevant design and construction data and/or drawings from the 7 Bridges Road CSO Basin
- Class 5 estimate will be completed with an expected accuracy range of -30% to +50%
- No design drawings will be developed as part of this scope.
- Detailed design is not included in this scope and budget
- Deliverables will be provided to the City in an electronic format
- Barr anticipates a construction permit may be necessary to complete the project and Barr will discuss the need to engage the Engineering Section at the Missouri Department of Natural Resources Water Protection Program with the City.

Budget and Schedule

The City will be invoiced on a time-and-materials basis for the scope of work described above. The total amount to conduct the work is **\$15,500**. This total budget amount will not be exceeded, without prior approval from the City.

Budget Table

Tasks	Estimated Labor and Expenses
Task 1 – Site Visit	\$3,700
Task 2 – Preliminary Engineering and Construction Cost Estimate	\$6, 500
Task 3 – Basis of Estimate Documentation	\$5,300
TOTAL	\$15,500

Schedule

Barr will complete these review tasks in accordance with the schedule developed with the City.

We appreciate the opportunity to continue to work with you. If you have any questions about this proposal, please contact Craig Bunger at cbunger@barr.com or 573-638-5017.

Sincerely,



Craig Bunger, P.E.
Senior Civil Engineer

By 

Rob K. Morrison, P.E.
Its Vice President

Accepted this ____ day of _____, 2022
Dana Ulmer, City of Moberly, Missouri

By _____
Dana Ulmer
Its Director of Public Utilities

City of Moberly

City Council Agenda Summary

Agenda Number: WS #8.
 Department: Public Utilities
 Date: August 15, 2022

Agenda Item: A Discussion Regarding A Purchase Of A Replacement Motor For Public Utilities From Aerzen And Authorizing The City Manager To Make The Purchase.

Summary: The Public Utilities Department received the quote for an OEM motor to replace a aeration blower motor for the wastewater treatment plant. This motor will replace the existing blower motor that has failed during normal use. This replacement motor cost is \$ 9,937.42. This motor is an OEM replacement. As the blower configuration is configured uniquely, replacement with an other-than-OEM motor was prohibitive.

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

Fund Name: Wastewater Treatment—Treatment Plant Maintenance

Account Number: 301.114.5303

Available Budget \$: 55,000.00

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 type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Lucas** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed


AERZEN

 Compressed air, gas
and vacuum solutions

 Moberly WWTP
Att.: Emily Lute
1429 County Road 2350
MOBERLY, 65270

 Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

 order-usa@aerzen.com
www.aerzenusa.com
Phone: 610-380-0244

Quotation

 Quote no. SEQ-22-003398/ 1
Date: 08/02/22
Quote Expiration date: 09/01/22
Salesperson: Tom Lorig
Handled by: Ryan Craddock

Page 1 / 2

Payment Terms: Net 30 days

 Your account no.: 21-02570
Phone number: +16602699437
E-Mail: elute@cityofmoberly.com

Serial No. 021-000768 Service Items SEI-021564

Item No.: 21-DH-052S-150, Package, Delta Hybrid, DN150

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	21-MTR-WG2-100DD305 WEG W22 Electric Motor 100HP, 2-pole (3600RPM), 405TS 460V, 3PH, 60Hz, F3 Conduit Modifications: Klixons, Aegis, Insulated NDE Bearing Lead Time: 3 weeks plus shipping	1	each	9,537.42	9,537.42
	Shipping - Estimate	1		400.00	400.00

Total USD Excl. TAX	9,937.42
Tax Amount USD	0.00
Total USD Incl. TAX	9,937.42

 Ship-to Address:
Moberly WWTP
1429 County Road 2350
MOBERLY, MO 65270

 Bank
Routing
Account No
SWIFT
Remittance email

USD Payments - ACH/Wire
JP Morgan Chase
021000021
350056393
CHASUS33
remittance-usa@aerzen.com

 USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

 EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com

**AERZEN**Compressed air, gas
and vacuum solutions

Quote no. SEQ-22-003398/ 1

Page 2 / 2

For questions on this order, please contact your Regional Service Coordinator.

Best regards,

Ryan Craddock
Aerzen USA Corporation

Bank	USD Payments - ACH/Wire
Routing	JP Morgan Chase
Account No	021000021
SWIFT	350056393
Remittance email	CHASUS33
	remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com

Emily Lute

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Friday, August 5, 2022 12:00 PM
To: Emily Lute
Subject: RE: Moberly 100 HP

Hi, Emily

The only other brand we use is Toshiba. They are typically more expensive. Due to the terminal box location and overhung belt drive requirement, I would be hesitant to recommend anyone else other than WEG or Toshiba.

Best Regards,

Ryan Craddock
Service Manager
Aerzen USA - Midwest Region
(484) 889-2921 - Mobile
ryan.craddock@aerzen.com

From: Emily Lute <elute@cityofmoberly.com>
Sent: Friday, August 5, 2022 11:57 AM
To: Craddock, Ryan <ryan.craddock@aerzen.com>
Subject: RE: Moberly 100 HP

Ryan,

My supervisor is wondering if there is a different brand of motor that could go into the blower? Do you have any suggestions on motor options?

Emily Lute
City of Moberly
Chief Wastewater Operator
Phone: 660-269-9437
Mobile: 660-353-1885

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Wednesday, August 3, 2022 2:31 PM
To: Emily Lute <elute@cityofmoberly.com>
Subject: RE: Moberly 100 HP

Hi, Emily

Here is the sole source letter. It's been a while since I've had to do one so let me know if you need anything further.

When you get the grease, if you have any questions, please call me.

Best Regards,

Emily Lute

From: Mike Castner <mcastner@hydro-kinetics.com>
Sent: Friday, August 5, 2022 8:52 AM
To: Emily Lute
Cc: Jeff Clarke
Subject: RE: Aerzen Blower Motor

Hi Emily,

I won't be able to find a motor through my channels at HKC more cost effective or guaranteed to work with your unit like Aerzen will.

Not saying you won't be able to find better alternatives, I just would recommend purchasing through Aerzen.

Thanks,

Mike Castner

Office: 314-647-6104 | Fax: 314-645-1861 | Cell: 314-596-6887
5741 Manchester Ave | St. Louis, MO 63110



From: Jeff Clarke <jclarke@hydro-kinetics.com>
Sent: Thursday, August 4, 2022 10:49 PM
To: Mike Castner <mcastner@hydro-kinetics.com>
Subject: Fwd: Aerzen Blower Motor

Jeff Clarke
Hydro-Kinetics Corp.
5741 Manchester Ave.
Saint Louis, MO 63110
Phone - 314-647-6104
Fax - 314-645-1861
Cell - 314-306-7977
Email: jclarke@hydro-kinetics.com

Begin forwarded message:

From: Emily Lute <elute@cityofmoberly.com>
Date: August 3, 2022 at 12:48:12 PM CDT
To: Jeff Clarke <jclarke@hydro-kinetics.com>
Subject: Aerzen Blower Motor

Jeff,

We are still working to get the motor repaired/replaced for the SBR blower. We did learn that it will not be covered under warranty and the shop recommended a new motor rather than repairing.

WS #8.

I have attached a quote for a new motor from Aerzen. Dana is wanting to know if there is a possibility of putting a completely different motor in those. Do you know if there are other motors that can go into those/do you have any suggestions?

Emily Lute

City of Moberly

Chief Wastewater Operator

Phone: 660-269-9437

Mobile: 660-353-1885

Emily Lute

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Tuesday, August 9, 2022 8:59 AM
To: Emily Lute
Subject: RE: Moberly 100 HP

Hi, Emily

As expected, the Toshiba is quite a bit more than the WEG option. It is \$13,255.73 for a Toshiba 405TS frame motor that meets the specs of what you are using currently.

Let me know if you want me to make this a formal quote.

Best Regards,

Ryan Craddock
Service Manager
Aerzen USA - Midwest Region
(484) 889-2921 - Mobile
ryan.craddock@aerzen.com

From: Emily Lute <elute@cityofmoberly.com>
Sent: Friday, August 5, 2022 12:08 PM
To: Craddock, Ryan <ryan.craddock@aerzen.com>
Subject: RE: Moberly 100 HP

Thanks! Could you provide a quote for the Toshiba?

Emily Lute
City of Moberly
Chief Wastewater Operator
Phone: 660-269-9437
Mobile: 660-353-1885

From: Craddock, Ryan <ryan.craddock@aerzen.com>
Sent: Friday, August 5, 2022 12:00 PM
To: Emily Lute <elute@cityofmoberly.com>
Subject: RE: Moberly 100 HP

Hi, Emily

The only other brand we use is Toshiba. They are typically more expensive. Due to the terminal box location and overhung belt drive requirement, I would be hesitant to recommend anyone else other than WEG or Toshiba.

Best Regards,

Ryan Craddock
Service Manager

1. *Introduction*

2. *Background*

3. *Methodology*

4. *Results and Discussion*

5. *Conclusion*

6. *Acknowledgements*

7. *References*

8. *Appendix*

9. *Supplementary Material*

10. *Notes*

11. *References*

12. *Appendix*

13. *Supplementary Material*

14. *Notes*

15. *References*

16. *Appendix*

17. *Supplementary Material*

18. *Notes*

19. *References*

20. *Appendix*

21. *Supplementary Material*

22. *Notes*

23. *References*

24. *Appendix*

25. *Notes*

26. *References*

27. *Appendix*

28. *Supplementary Material*

29. *Notes*

30. *References*

31. *Appendix*

32. *Supplementary Material*

33. *Notes*

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #9.

Department: Public Works

Date: August 15, 2022

Agenda Item: Receipt of proposals for re-establishing existing ditches in areas of Moberly.

Summary: We advertised for proposals for re-establishing existing ditches in areas of Moberly for a per/ft unit price. Only one bid was received for \$7.25/ft from Willis Brothers. The estimated total distance is approximately 9,000' for the work, making the estimated total project around \$65,000. Staff recommends accepting the bid from Willis Brothers.

Recommended Action: Direct Staff to bring forward to the September 6, 2022 regular City Council meeting for final approval.

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 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___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed Failed

REQUEST FOR PROPOSALS

The City of Moberly will be accepting sealed proposals to re-establish existing ditches to optimum flowline in various parts of the City of Moberly. Contractor must haul off and properly dispose of excess material and shall provide necessary traffic control around the work area and clean up streets/ROW upon completion.

Sealed proposals marked **“Re-establish Existing Ditches”** will be accepted at the City Clerk’s Office at 101 W Reed St, Moberly, Missouri 65270, until **Wednesday, August 10, 2022 at 10:00 a.m.**

The City reserves the right to accept or reject any or all bids. For more information and bid sheet, contact the Director of Public Works office at City Hall, 660-269-7638.

Submitted by Tom Sanders
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR INDEX:
WEEKEND EDITION, JULY 29-30, 2022

Re-Establish Existing Ditches

WS #9.

CITY OF MOBERLY

"BID OPENING"

Sign-In Sheet

Date: 8/10/2022, 10:00 AM

Name

Company

Shannon Hance

City of Moberly

TOM SANDERS

"

Jim Wells

WRE

Re-establish Existing Ditches

CITY OF MOBERLY

"BID OPENING"

Date: 8/10/2022, 10:00 AMWillis Bros, Inc\$ 7.25 per foot

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

CITY OF MOBERLY, MISSOURIRE-ESTABLISHING EXISTING DITCHES – PROPOSAL FORMBids due by 10:00AM on Wednesday, August 10, 2022BY FOOTAGE1.) \$ 7.25 per foot.Willis Bros., Inc.
30285 Kimball Pl.
Macon, MO 63552Contractor (Name) Willis Bros., Inc.
30285 Kimball Pl.
Macon, MO 63552

660.385.3327

Address

Jim Willis

Signature

8-10-22

Date

RE-ESTABLISH EXISTING DITCHES

Bid 8-10-20
Quinn

1. 1721 Lakewood
2. 516 Fulton Ave
3. 403 E Carpenter
4. Hinkley & Quinn
5. 1333 E Logan
6. 925 N Ault
7. 420 Betty
8. 725 Weintz
9. 530 N Moulton
10. 1304 Bertley
11. 400 Block of Chandler
12. Jefferson/N Moulton
13. All Wabash Heights
14. Terrill Rd
15. 204 Edgewood
16. W Urbandale
17. 501 Morehead
18. Collins
19. 5 Fair oaks
20. 618 Porter
21. Jackson
22. 413 Jefferson
23. 144 Tannehill

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #10.

Department: Comm. Dev.

Date: August 15, 2022

Agenda Item: Receipt of proposals for In-fill Housing

Summary: We advertised for proposals for in-fill housing. Numerous area developers were notified directly to try and get several proposals. Proposals were opened on August 9, 2022. One proposal was received from Johnston Construction for the lot at 809 Vincil. It was for a single family slab construction home (see attached). Staff recommends accepting the proposals from Johnston Construction.

Recommended Action: Direct staff to bring forward to the September 6, 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 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___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Kyser**

___ ___

M___ S___ **Lucas**

___ ___

Passed Failed

City of Moberly Seeking Proposals

The City of Moberly is currently seeking sealed proposals for residential lots around the community. The City has numerous properties around the community that we have acquired either through donation or foreclosure due to abatement charges against the properties. Many of these properties the City has thousands of dollars invested in the clean-up. Due to the demand in housing, our priority is to seek in-fill housing on these existing areas of the community and the City is willing to donate the lots to the right project. While many of the properties are not considered prime locations, keep in mind that new infill can be the spark to turn a neighborhood around.

The City will review proposals of the list of lots available and donate the properties to the selected proposals. The City staff will evaluate the proposals based on historical performance of the builder, proximity of lot to other lots owned by developer, proposed time frame, number of proposals, how well the proposed structure meets the character of the neighborhood

Please contact Carla Beal at (660) 269-7638 for a list of available properties, and information on proposal format.

Proposals will be accepted from now until **August 9, 2022 at 10:00AM.**

Please send all sealed proposals with **"In-Fill Housing"** on the envelope to the following:

Shannon Hance, City Clerk
101 W Reed St.
Moberly, MO 65270

CITY OF MOBERLY

"BID OPENING"
Sign-In Sheet

Date: 08/09/2022, 10:00AM

Name

Shannon Hance

Cora Weedon

Company

City of Moberly

CITY OF MOBERLY

"BID OPENING"

Date: 08/09/2022, 10:00AM

Johnston Builders, LLC

\$ _____

809 Vincil St.

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____



809 Vincil St

08.02.2022

Charles Johnston

Johnston Builders

308 S 6th

Moberly Mo. 65270

(573)286-1870

Submitted for approval. One three bedroom two bath 1248sqft home with open concept kitchen, dining area, and large laundry, and mechanicals room. The footprint of the home would be 26'x48' allowing us to stay within the setbacks in R-2 Zoning.

We have built this same floor plan at 726 S 4th with an attached garage. We also have one under construction at 920 S. Williams and believe it would be a great addition to the neighborhood on Vincil.

It is our goal to provide attractive, affordable homes to median income families in the community we live and work in. To do so hinges greatly on our ability to obtain lots as affordably as possible. The city's acceptance of our proposal would help us to cut the cost of the home to the consumer by an estimated \$12,500usd while also breathing new life into a neighborhood in decline.

Upon City approval Johnston Builders would seek bank approval and look to begin early phases (Plumbing, Flatwork) Before end of 2022 an bring it to market in early 2023.

Respectfully submitted



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #11.

Department: Comm. Dev.

Date: August 15, 2022

Agenda Item: Oakland Cemetery grave opening agreement.

Summary: D&L Trenching signed a three-year agreement with the City for the grave openings at Oakland Cemetery in February 2021. D&L Trenching sold their grave opening portion of the business to Zachary & Courtney Fletcher as Fletcher Excavating. Mr. Fletcher has agreed to finish out the 1 ½ years on the agreement at the same rates that D&L Trenching was charging. Mr. Fletcher does not have a current business license with the City but will be in the first of the week to obtain it. Attached is a copy of the agreement with D&L Trenching and the letter provided us from Mr. Fletcher.

Recommended Action: Direct staff to bring forward to the September 6, 2022 regular 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 checked="" 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___ **Kyser**

___ ___

M___ S___ **Lucas**

___ ___

Passed Failed

BURIAL SERVICE'S AGREEMENT

THIS AGREEMENT is entered into this 2 day of February, 2021 between the City of Moberly, a Missouri Municipal Corporation, 101 West Reed Street, Moberly, Randolph County, Missouri hereinafter referred to as "City" and

Danny Koenig/D&L Trenching
Name

2339 Hwy. D Huntsville MO 65259
Address

hereinafter referred to as "Contractor."

I. CONTRACTOR'S SERVICES

Contractor agrees to perform all work necessary to open and close burial sites at Oakland Cemetery, Moberly, Missouri, providing all labor and equipment necessary in conjunction with such opening and closing. Contractor further agrees that such work will be performed according to a schedule and location provided by the City.

II. INSURANCE REQUIREMENTS

Contractor, at its sole cost and expense, shall maintain such policies of general liability, workers compensation, and other insurance as shall be necessary to insure it and its employees against any claim or claims for damage arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any Contractor services provided hereunder, and by use of any property provided by Contractor, and by activities performed by Contractor in connection with this agreement. Contractor also agrees to include the City as an additional insured on such policies, and to hold the City, its employees, agents, successors, affiliates, and assigns, harmless from any claims, payments, charges, losses, damages, liabilities, costs, expenses, and obligations, arising from the performance, acts, and conduct of the Contractor, its offices, directors, administrators, licenses, invitees, employees, and agents in the performance of Contractor's responsibilities pursuant to this Agreement. A \$1,000,000.00 coverage must be maintained for liability coverage by Contractor.

III. **ABILITY TO PERFORM**

Contractor agrees that if, for whatever reason, it not able to perform under this Agreement, Contractor will arrange with another party, at Contractor's sole expense, to perform Contractor's obligations hereunder, Said other party must be acceptable and approved by City in writing before other party initiates burial service. Said other party must maintain the same insurance coverage as Contractor, and must hold the City harmless from any claims arising from the performance of said services to the same extent and upon the same conditions as Contractor. The City reserves the right to reject burial services from anyone other than Contractor.

IV. **GRAVE OPENING & CLOSING SPECIFCATIONS** – (See exhibit A).

Contractor agrees to perform services in compliance with the following rules, procedures and specifications:

1. The gravesite will be adequately protected between the time of actual digging and burial.
2. The gravesite will be filled in after burial closing, and Contractor will be responsible for periodically checking the gravesite for subsidence, and for correcting such subsidence for a period of 12 months subsequent to actual burial closing.
3. The gravesite will be compacted sufficiently to minimize subsidence and the area will be seeded with straw added until a sufficient stand of grass is visible on the gravesite.
4. All equipment will be planked in during burial opening and closing.
5. Any damage to surrounding areas, structures, stones, etc. will be promptly repaired by Contractor, at Contractor's sole expense.
6. Contractor agrees to have the gravesite completely prepared for burial, according to the specifications herein, and instructions given by the City, at least five hours before the time given for burial.
7. Specification:
Contractor shall check before services and remove any dirt in grave that caves in and remove any water in grave, and remove excavated dirt prior to service.
8. Shoring to be provided by the Contractor to stabilize soil and safeguard the burial site.

V. **CITY'S RESPONSIBILITIES**

1. The City agrees to locate all gravesites for Contractor in writing.
2. The City agrees to compensate Contractor the following amounts for gravesite openings and closings as heretofore specified under Section IV.

A. **Standard grave Openings** (See Exhibit A.)

- 1.) On Weekdays, Monday through Friday,
\$ 475.00 per grave.
- 2.) On Weekends, \$ 600.00 per grave.
- 3.) On Holidays, \$ 600.00 per grave.

B. **Combined Space Burial Openings** – The First Burial shall be 9' deep and 6" of sand shall be placed on top of the vault before backfilling (City will provide the sand). The Second Burial shall be the same as a Standard Grave Opening (See Exhibit A).

- 1.) On Weekdays, Monday through Friday,
\$ 1,000.00 per grave.
- 2.) On Weekends, \$ 1,200.00 per grave.
- 3.) On Holidays, \$ 1,200.00 per grave.

C. **Disinterment Openings**

- 1.) On Weekdays, Monday through Friday,
\$ 1,000.00 per grave.
- 2.) On Weekends, \$ 1,000.00 per grave.
- 3.) On Holidays, \$ 1,000.00 per grave.

3. Compensation will be paid monthly on the first appropriation of each month following the last Wednesday of every month. Prior to each monthly payment, Contractor will submit a list of grave openings and closings to the City Clerk's Office by the last Wednesday of each month to be signed by an authorized representative of the City.
4. The City's signing of the list of grave openings and closings and approval of each payment will only indicate that said graves have actually been opened and closed by Contractor, and will not relieve Contractor of its further responsibilities or liabilities under this Agreement.

VI. **HOLIDAY BURIALS**

A. Grave Openings/Closings.

- 1.) There will be no openings/closings of graves on the following holiday, except in emergencies, as determined by the City: New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving, Day, Christmas Eve Day and Christmas Day (or any day recognized by City Ordinance as a legal holiday). Where emergencies are determined by the City to exist, compensation to the Contractor shall be the same as for holidays previously listed under Section V.2.

VII. **TERM**

The term of this Agreement shall be for a period of three years (36 months) commencing on February 5, 2024: provided, however, that this Agreement may be terminated with or without cause upon thirty (30) days prior written notice by either party. Following the effective date of termination this Agreement shall be of no further force or effect except that each party shall remain liable for any obligation or liabilities arising from activities carried on by it hereunder, prior to the effective date of termination.

VIII. **ASSIGNMENT**

Neither the City nor Contractor may assign any of its rights or delegate any of its duties hereunder without prior written consent of the other party.

IX. **ATTORNEYS FEES: COSTS**

If any legal action is necessary to enforce the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to other relief to which it might be entitled.

X. **NOTICES**

Any notices to be given hereunder shall be in writing, and shall be delivered personally or shall be dispatched by Certified U.S. Mail, postage prepaid, return receipt requested. Mailed notices shall be mailed to the addresses set forth below beside their respective names. Notices delivered personally shall be deemed received upon actual receipt.

CONTRACTORDanny KoenigD&L Trenching2339 Hwy. DHuntsville MO 65259CITYCity of Moberly101 W. Reed St.Moberly MO 65270XI. SEVERABILITY

If any provision of the Agreement is invalid or unenforceable or prohibited by law, such provision shall be inoperative and the remainder of the Agreement shall be valid and binding and of like effect as though such provision was not included herein, if the intent of the parties hereto can be carried out in the remaining provisions of the Agreement.

XII. HEADING

The heading contained herein is for convenience only and shall not be considered in construing or interpreting any of the provision of the Agreement.

XIII. GOVERNING LAW

This agreement is entered into and shall be governed and construed in accordance with the law of the State of Missouri.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants, conditions, or undertakings, expressed or implied, except as set forth herein.

XV. SUCCESSORS AND ASSIGNS

This Agreement shall insure the benefit of and shall be binding upon the parties hereto, and successors and permitted assigns.

WS #11.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

CITY OF MOBERLY, a
Missouri Municipal Corporation

By: Brian C.
City Manager

CONTRACTOR:

By: Danny Koenig
Danny Koenig

D&L Trenching

Dear City of Moberly Officials,

My name is Zachary Fletcher. My wife, Courtney and I have recently purchased the grave digging service portion of D & L Trenching from Danny Koenig. As Fletcher's Excavating, we will fulfill all remaining contracts for the City of Moberly that D & L Trenching had agreed upon. We are excited to be a part of the business community of Randolph County, and we look forward to being a part of that for years to come.

Sincerely,

A handwritten signature in black ink that reads "Zachary Fletcher". The signature is written in a cursive, flowing style.

Zach and Courtney Fletcher



CERTIFICATE OF LIABILITY INSURANCE

DATE (08-08) WS #11.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Todd Lowrey 201 east coates Moberly MO 65270	CONTACT NAME: Todd Lowrey		
	PHONE (A/C, No, Ext): 660-263-3477	FAX (A/C, No):	
INSURED Fletchers Excavating LLC 1026 HWY YY Moberly MO 65270	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Shelter Mutual Insurance Company		23388
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
x	COMMERCIAL GENERAL LIABILITY			24-31-10277872-1	08/05/2022	02/05/2023	EACH OCCURRENCE \$300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,00
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$300,000
x	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$300,000
	OTHER:						\$
	AUTOMOBILE LIABILITY			24-1-C-102277872-1	08/05/2022	02/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$300,000
	ANY AUTO						BODILY INJURY (Per person) \$
x	OWNED AUTOS ONLY	x					BODILY INJURY (Per accident) \$
x	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured-City of Moberly

CERTIFICATE HOLDER

CANCELLATION

City of Moberly
101 W Reed St
Moberly MO 65270

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #12.

Department: City Manager

Date: August 15, 2022

Agenda Item: Proposals from the Tourism Advisory Commission

Summary: At the August 9, 2022 Moberly Tourism Commission meeting following proposal was reviewed and recommended for approval by the Commission.

A proposal from Safe Passage. They are requesting \$1,000 for the radio, flyers, poster, and banner for the Taste of Missouri Wine Stroll event. This event draws individuals from around the state. The board made a motion to approve this request for \$1,000. Points received was 35 out of 35. Ms. Pedigo has worked with Michelle Greenwell, Tourism Specialist to help promote this event.

Recommended

Action: Direct staff to bring to the September 6th meeting for final approval.

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5502

Available Budget \$: 3,000.00

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 type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed Failed

City of

*Moberly!*Name of Organization: Safe Passage Date: 05/10/2022Contact Person: Kelly PedigoAddress: PO Box 456 Moberly, Mo 65270 Telephone: 660269899Date of Event: 08/13/22 Name of Event: Taste of Missc**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

1) Brings people from other areas to Moberly. 2) Event guests eat, shop, get gas, and some spend the night at local hotels, Air-bnb's, and/or camping sites. 3) Funds from the event sustain Safe Passage.

How does your event promote tourism, conventions, and other events within the city?

The event brings approximately 900 people into downtown, where tourists and local residents can see the eating, shopping, and venues that are available. 2) Businesses and non-profits can use the event as an opportunity to advertise other activities.

see attached for zip codes of 2021 guests & participants.

How does your event attract non-residents?

This event is advertised in our nine- county service area via radio, in-person flyer/poster distribution, social media, and through participating vendors social media and web site calendars. (Wineries/distilleries/breweries)

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Marketing

Financial Statement (See Attached)**Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): Kelly PedigoSignature: *Kelly Pedigo*Date: 05/10/2022Title or Office Held: Co-Director

Detailed Budget

Event: Taste of Missouri

Date of Event: 08/13/2022 Date of Application: 05/10/2022

Date of Application: 05/10/2022

Sponsor: Safe Passage (see attached full budget)

Actual Last Year 20__

OR
First Annual Budget

Estimated Present Year 20

Income (Estimated)

Rental Booths
Entry Fees/ Gate Receipts
Donations/ Sponsorships
T-Shirts and Souvenirs
Food and Drinks, Etc.
Moberly Tourism Grant
Other: (Explain)

[illegible]**Expenses (Itemized)**

Advertising *
T-Shirts and Souvenirs Food,
Drinks, Etc.
Labor Costs
Entertainment
Supplies
Postage
Rentals
Insurance
Payout, awards, prizes, contest
winnings
Other (Explain)

Total Expenditures

Estimate Value of In-Kind Services (Explain)

*If marketing grant application, fill out itemized marketing budget sheet.

*Omitting required information will disqualify your application

Itemized Budget of Marketing Grant Funds

(Grant column should match grant dollars in detailed budget) (Total cost should match Advertising dollars in detailed budget)

Item	Description	Total Cost	Grant
Radio	100 ads with Alpha Media	700	200
Printed Materials	flyers/posters/banners	2500	800
Programs	Event Program	1000	0
Social media	Facebook boosts	300	0
	TOTAL	4500	1000

2021 Taste of Missouri Stroll Report 2021 actual 2022 estimated

Income

Cash Sponsors/ donations	\$	7,600.00	8,000.00
Vendor Spaces	\$	1,065.00	900
Silent Auction	\$	3,327.00	3400
Wine Pull Game	\$	1,000.00	1000
Beer/Tshirt Sale	\$	450.00	200
4th St Theatre Casino Raffle/ spirit pu	\$	1,220.00	500
City Grant	\$	800.00	1000
Ring Toss Game	\$	1,060.00	900
Sloth Donation Buckets/tips	\$	145.00	75
Fire Pit Raffle	\$	650.00	600
Stroll Ticket Sales	\$	12,000.00	10000
Meal Ticket Sales	\$	3,120.00	2000
Non sampling card	\$	70.00	65
Total income	\$	32,507.00	28,640.00

Expenses

Toilet Rental	free	free
Tent/Chair Rental	\$	804.00 850
Catering (Papa Rocks)	\$	2,680.00 2000
Basket Wine	donated	175
VIP wine	\$	80.00 190
Spirit for game at 4th Street	donated	200
Snacks, ice, raffle tickets, soda	\$	150.00 150
Beer to Sell	\$	175.00 340
Catering Permits/ FFP permit	\$	200.00 250
Postage	\$	30.00 50
Musicians	\$	- 700
Event insurance	\$	- 0
Printing, Tickets, Signage, Marketing	\$	1,600.00 2500
Social media boosts		300
Wine/Beer Glasses (sponsored)		3000
Staff/Volunteer Shirts (na)		500
Radio advertsing	\$	700.00 700
Stroll Programs	\$	1,000.00 1200
Wine Bags (sponsored)		1500
wrist bands	\$	- 56
Silent auction materials/mascots (sponsored)		200
TOTAL EXPENSES	\$	7,419.00 \$ 14,861.00

Zip Codes of 2021 Taste of Missouri event guests.

(Data comes from online ticket sales, personal contacts, and vendor addresses.)

Macon- 63552

Huntsville-65259

Keytesville- 65261

Salisbury-65281

Bevier- 63532

Columbia- 65102, 65202, 65203

Hallsville- 65255

Kirksville- 63501

Jefferson City- 65101, 65043

Mexico-65265

Hannibal- 63401

Paris 65257

Madison 65263

Independence- 64052, 65050

Kansas City – 64112

Higbee- 65257

Herman- 65041

Fayette- 65239

Cairo- 65239

St Charles- 63302

Waverly- 64096

Out of State- Iowa, Colorado, Hawaii, Kansas

**Minutes of Meeting
Tourism Advisory Committee
August 9, 2022
9:00 AM**

The Tourism Advisory Commission for the City of Moberly met in a special session on Tuesday, August 9, 2022 at 9:00 a.m. in the Conference Room at City Hall. The meeting was called to order by Chairman, Tom Sanders.

Members Present: **Janie Riley**
 Candace Rodman
 Ryan Blackwell
 Gina Fowler

City Staff Attending: **Shirley Olney, Executive Assistant**
 Tom Sanders, Dir. Of Community Development
 Brian Crane, City Manager

Members Absent: **John Minnis**
 John Kimmons-City Council liaison

Visitors: **Michelle Greenwell- Moberly Tourism Specialist**
 Megan Schmitt- Director of Chamber
 Kelly Pedigo-Safe Passage

Mr. Sanders began by welcoming everyone to the meeting.

Chairman Sanders opened the meeting at 9:00 AM. Two members were absent from the meeting.

The minutes from the July 12, 2022, meeting was reviewed. Mr. Sanders asked if there were any corrections. Candace Rodman made a motion to approve these minutes as presented. Ryan Blackwell seconded the motion. Motion carried.

The first proposal was from Safe Passage- Taste of Missouri Wine Stroll event is requesting \$1,000 for radio ads and banners/flyers/posters. Ms. Pedigo presented to the board an expenses report and the zip code tracking from the previous year. Ms. Pedigo states that they have 5 new alcohol vendors this year. This event promotes a day trip for individuals to fuel vehicles and purchasing items in the downtown area. After several minutes of discussions, Gina Fowler made a motion that \$1,000 request be approved. Total points received was 35 of a possible 35 points. Candace Rodman seconded the motion. The board would like to approve this event for the full amount. Motion carried

The second proposal was from City of Moberly- Video Scoreboard Sponsorship is requesting \$1,000 for participation in the silver sponsorship level with Downtown CID for \$1,000 and Parks & Recreation for \$500 to share the total cost of \$2,500 Mr. Crane stated this project good target younger demographic to bring people or make people look at Moberly different. The envision would have ads of business in the downtown district and within Randolph County. The board questioned of how the ads would look, who would get the information to together for them to post, how long does the content run. Mr. Crane noted that with so many unanswered questioned he would like to table this proposal so that Mr. Walk from Moberly School District could attend to answer these questions. After several minutes of discussions, the board voted to have a meeting on August 16th at 9 AM with Mr. Walk in attendance to answer questions.

The last item on the agenda is review the account

Ms. Schmitt presented to the board Chamber of Commerce marketing plan. Ms. Schmitt stated that due to the new agreement the Chamber is to present the marketing plan to the Tourism Board. After several minutes of discussion Gina Fowler made a motion to accept the marketing plan. Janie Riley seconds the motion. All was in favor.

Mr. Sanders asked if there was anything else to be brought before the Commission. There being no other business Janie Riley made a motion to adjourn. Candace Rodman seconded the motion to adjourn. Meeting adjourned.

Next meeting schedule for August 16, 2022 at 9AM.



MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 8-8-22

Tourism Board Member Name: _____

Name of Event: Wine Stroll EventName of Organization: Safe Passage

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	5
Stability of Management and capacity	5	5
Evidence of Community Support	5	5
Overnight Hotel Stays, Retail, Restaurant	5	5
Total	35	35

The following values are assigned to each numeric spread:

Outstanding - 5 points

Excellent - 4 points

Good - 3 points

Marginal - 2 points

Poor - 1 point

\$1,000.00