

MONDAY, OCTOBER 8, 2018

CITY COUNCIL REGULAR AGENDA
BEGINS ON PAGE 20



GLADSTONE CITY COUNCIL
OPEN STUDY SESSION MEETING
MONDAY, OCTOBER 8, 2018

AGENDA
TIME: 7:00 PM

1. **Year End Financials-** Dominic Accurso, Finance Director, will give a summary of the 2018 fiscal yearend.
2. **Police Uniforms-** Public Safety Officer, Lucas Slayton, will introduce the proposed changing of the color and style of a new police uniform as well as explain a new patch design.



Department of Finance Memorandum

DATE: October 4, 2018
TO: Scott Wingerson, City Manager
FROM: Dominic Accurso, Finance Director
RE: 2018 Fiscal Yearend Update

The yearend closing for the fiscal year 2018 is substantially complete. Each fund has been analyzed and was found to have positive fund balances at fiscal yearend 2018. The audit of all funds and any final adjustments will be completed in December. Results of the completed audit will be presented to the Council at a future study session.

The General Fund, Community Center Park Tax Fund (CCPT), Public Safety Sales Tax Fund (PSST), Capital Improvement Sales Tax Fund (CIST), Transportation Sales Tax Fund (TST), Capital Equipment Replacement Fund (CERF), and Combined Waterworks and Sewerage System Fund (CWSS) will be discussed in this memorandum.

2018 FISCAL YEAREND FUND ANALYSIS

GENERAL FUND (Exhibit A)

Total budgeted revenues for the General Fund were \$20,402,079. Total preliminary actual revenues were \$20,477,637. Actual revenues exceeded budget revenues by \$75,558 or .4% for the year. Exhibit A has a detailed breakdown of revenue by type and expenditure by department.

Total budgeted expenditures for the General Fund for the fiscal year were \$20,394,229. Total preliminary actual expenditures were \$19,567,965. The Actual expenditures were less than budgeted amounts by \$834,114. The main cause in the difference in budget to actual was due to vacant positions throughout the fiscal year. Actual revenue over expenditures or net income is \$909,672.

Beginning fund balance for the General Fund was \$5,443,132 and ending fund balance was \$4,347,995. The fund balance decreased \$1,095,137 because of the use of an equity transfer over the amount of net income.

COMMUNITY CENTER AND PARK TAX FUND (Exhibit B)

Budgeted revenues for the Community Center and Park Tax Fund (CCPT) totaled \$6,140,308. Preliminary actual revenue was \$5,950,171 or \$190,137 less than budgeted. Budgeted expenditures for CCPT totaled \$6,110,310, and preliminary expenditures totaled \$5,854,922 or \$255,388 under budget amounts. Actual expenditures are less than budgeted, mainly due to vacant positions.

Beginning funds available for CCPT was \$1,774,070. Ending funds available was \$1,683,054. Fund balance decreased \$91,016 because of the use of an equity transfer over the amount of net income.

PUBLIC SAFETY SALES TAX FUND (Exhibit C)

For fiscal year 2018, revenues totaled \$879,781 and expenses totaled \$848,257. Net income, or operating revenue less expense, was \$31,524. Ending Fund Balance totaled \$245,707.

CAPITAL IMPROVEMENT SALES TAX (Exhibit D)

Capital Improvement Sales Tax fund had budgeted revenues of \$5,131,846. Preliminary actual revenues for the fund totaled \$4,812,035. Total budgeted expenses totaled \$5,074,808 and preliminary expenditures totaled \$3,656,805. Budgeted expenditures are over the actual due to ongoing construction projects. Net income for the fund was \$1,155,230.

Beginning fund balance for CIST was \$571,500. Projects to be completed that were budgeted for the 2018 fiscal year totaled \$1,061,381 leaving ending funds available of \$345,133.

TRANSPORTATION SALES TAX FUND (Exhibit E)

The Transportation Sales Tax Fund (TST) had budgeted revenues of \$5,712,353 for the fiscal year. Preliminary actual revenues totaled \$6,195,431 or \$483,078 over budget amounts. Total budgeted expenditures were \$3,401,036 while preliminary actual expenditures totaled \$2,264,607 giving the fund a net income of \$3,930,824 for the fiscal year.

Beginning funds available for the fund totaled \$1,111,657. The equity adjustment for the year was \$1,398,122 (to cover projects to be completed). Projects to be completed in future fiscal years totaled \$3,464,753 leaving funds available of \$179,606.

CAPITAL EQUIPMENT REPLACEMENT FUND (Exhibit F)

The Capital Equipment Replacement Fund (CERF) had budgeted revenues of \$3,011,500 with preliminary actual revenues of \$3,172,740. Actual revenues were over budgeted revenues by \$161,240 for the fiscal year. Budgeted expenditures totaled \$3,011,500 while preliminary actual expenditures totaled \$1,736,336. Actual expenditures were \$1,275,164 under budgeted because of projects that will be completed in the 2019 fiscal year. Ending funds available for CERF after projects to complete was \$637,628.

COMBINED WATERWORKS AND SEWERAGE SYSTEM (CWSS) FUND (Exhibit G)

For fiscal year 2018, the Combined Waterworks and Sewerage System Fund revenues were \$10,928,244. Budgeted revenues were \$10,910,476 or \$17,768 under actual revenues. Expenses were \$10,253,138. Net income totaled \$675,106. Beginning funds available for the CWSS fund were \$2,212,103. Ending funds available after project to be completed during the 2019 fiscal year will be \$2,298,083.

CONCLUSION

In conclusion, the General Fund, the Community Center Park Tax Fund, the Public Safety Sales Tax Fund, Capital Improvement Sales Tax Fund, Transportation Sales Tax Fund, Capital Equipment Replacement Fund, and the Combined Water and Sewer System Fund all ended the fiscal year with a positive fund balance. Funds that have projects to be completed will roll into the 2019 fiscal year. Budget for these projects will be allocated after the audit is final in December. If you have any questions, please contact me at your convenience.

GENERAL FUND
STATEMENT OF REVENUES & EXPENDITURES-UNAUDITED

EXHIBIT A

	PRELIM ACTUAL 2018	BUDGET YR END 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue Sources</u>			(under) vs. over	
Property Tax	\$ 3,573,871	\$ 3,454,937	118,934	103.4%
Sales Tax	3,979,966	3,939,545	40,421	101.0%
Gross Receipts Tax	3,477,285	3,512,621	(35,336)	99.0%
Licenses & Permits	647,244	656,750	(9,506)	98.6%
Intergovernmental	1,357,018	1,344,474	12,544	100.9%
Charges for Services	3,520,184	3,419,294	100,890	103.0%
Fine & Forfeitures	812,790	1,060,000	(247,210)	76.7%
Misc. Revenue & Transfers	1,104,470	1,009,649	94,821	109.4%
Operating Revenues	18,472,828	18,397,270	75,558	100.4%
Equity Transfer	2,004,809	2,004,809		
TOTAL REVENUE	\$ 20,477,637	\$ 20,402,079	\$ 75,558	
<u>Expenditures</u>				
General Administration	\$ 1,232,829	\$ 1,276,340	(43,511)	96.6%
Finance	1,377,036	1,457,451	(80,415)	94.5%
Public Safety	7,894,867	8,273,261	(378,394)	95.4%
Public Works	2,350,908	2,352,276	(1,368)	99.9%
Community Development	757,702	801,897	(44,195)	94.5%
Parks & Recreation	2,632,270	2,924,575	(292,305)	90.0%
Non-Departmental & Transfers	3,322,353	3,308,429	13,924	100.4%
TOTAL EXPENDITURES & Tran:	\$ 19,567,965	\$ 20,394,229	\$ (826,264)	95.9%

GENERAL FUND - ANALYSIS OF FUNDS AVAILABLE

	2018 PRELIM ACTUAL	2018 BUDGET
Beg Funds Available	\$ 5,443,132	\$ 5,443,132
Revenues	20,477,637	20,402,079
Equity Adj	(2,004,809)	(2,004,809)
Net Funds Available	23,915,960	23,840,402
Expenditures	(19,567,965)	(20,394,229)
Net Income (Loss)	909,672	7,850
Ending Funds Available	\$ 4,347,995	\$ 3,446,173

COMMUNITY CENTER PARKS SALES TAX FUND
STATEMENT OF REVENUES & EXPENDITURES - UNAUDITED

	PRELIM ACTUAL 2018	BUDGET YR END 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue source:</u>				
<u>Community Center/Natatorium</u>				
Sales Tax	\$ 850,003	\$ 874,000	\$ (23,997)	97.3%
Charges for Services	1,059,869	1,128,450	(68,581)	93.9%
Rents & Royalties - Facility Rental	228,829	249,160	(20,331)	91.8%
Other Misc Income	91,394	104,265	(12,871)	87.7%
NKC Operating User Fee	150,000	150,000	-	100.0%
Total Comm Ctr/Natorium	\$ 2,380,095	\$ 2,505,875	\$ (125,780)	
<u>Outdoor Pool</u>				
Charges for Services	\$ 175,087	\$ 193,375	\$ (18,288)	90.5%
Total Outdoor Pool	\$ 175,087	\$ 193,375	\$ (18,288)	
Total Operating Revenues	\$ 2,555,182	\$ 2,699,250	\$ (144,068)	
NKC Capital User Fee	\$ 550,000	\$ 550,000	\$ -	100.0%
Misc Revenue	24,284	24,440	(156)	99.4%
Transfers	836,015	836,927	(912)	99.9%
Debt Proceeds	1,798,425	1,843,426	(45,001)	97.6%
Equity Transfer	186,265	186,265	-	100.0%
Total Non-Operating Revenues	\$ 3,394,989	\$ 3,441,058	\$ (46,069)	
TOTAL REVENUES	\$ 5,950,171	\$ 6,140,308	\$ (190,137)	
<u>Expenditures:</u>				
Community Center	\$ 891,520	\$ 911,747	\$ (20,227)	97.8%
Natatorium	790,455	960,405	(169,950)	82.3%
Outdoor Pool	154,925	186,210	(31,285)	83.2%
Non-Departmental	4,018,022	4,051,948	(33,926)	99.2%
TOTAL EXPENDITURES	\$ 5,854,922	\$ 6,110,310	\$ (255,388)	

CCPT - ANALYSIS OF FUNDS AVAILABLE

	2018 PRELIM ACTUAL	2018 BUDGET
Beg Funds Available	\$ 1,774,070	\$ 1,774,072
Revenues	5,950,171	6,140,308
Equity Adj	(186,265)	(186,265)
Net Funds Available	7,537,976	7,728,115
Expenditures	(5,854,922)	(6,110,310)
Net Income (Loss)	95,249	29,998
Projected End Unreserved Fund Balance	\$ 1,683,054	\$ 1,617,805

PUBLIC SAFETY SALES TAX FUND
STATEMENT OF REVENUES & EXPENDITURES-UNAUDITED

EXHIBIT C

	PRELIM ACTUAL 2018	BUDGET YR END 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue Sources</u>				
Sales Tax	\$ 849,986	\$ 874,000	(24,014)	97.3%
Misc. Revenue & Transfer:	29,795	14,453	15,342	206.2%
TOTAL REVENUE	<u>\$ 879,781</u>	<u>\$ 888,453</u>	<u>\$ (8,673)</u>	99.0%
 <u>Expenditures</u>				
PSST	\$ 591,726	\$ 636,802	45,076	92.9%
Non-Departmental	256,531	240,862	(15,669)	106.5%
TOTAL EXPENDITURES	<u>\$ 848,257</u>	<u>\$ 877,664</u>	<u>\$ 29,407</u>	96.6%

PSST - ANALYSIS OF FUNDS AVAILABLE

	2018 <u>PRELIM ACTUAL</u>	2018 <u>BUDGET</u>
Beg Funds Available	\$ 214,183	\$ 214,183
Revenues	879,781	888,453
Net Funds Available	1,093,964	1,102,636
Expenditures	<u>(848,257)</u>	<u>(877,664)</u>
Net Income (Loss)	31,524	10,789
Ending Funds Available	<u>\$ 245,707</u>	<u>\$ 224,972</u>

Capital Improvement Sales Tax Fund
STATEMENT OF REVENUES & EXPENDITURES-UNAUDITED

	PRELIM ACTUAL 2018	BUDGET 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue source:</u>				
Sales Tax	1,700,005	1,690,983	9,022	101%
Miscellaneous Revenue	3,459	4,750	(1,291)	73%
Transfers in	-	350,000	(350,000)	0%
Lease Proceeds	2,788,355	2,765,897	22,458	101%
Equity Adjustment	320,216	320,216	-	100%
	4,812,035	5,131,846	(319,811)	94%
<u>Expenditures:</u>				
Capital Projects	2,112,952	3,563,202	(1,450,250)	59%
Services	100,000	100,000	-	100%
Debt	791,353	759,106	32,247	104%
Transfers out	652,500	652,500	-	100%
TOTAL EXPENDITURES	3,656,805	5,074,808	(1,418,003)	72%

. CIST - ANALYSIS OF FUNDS AVAILABLE

	2018 PRELIM ACTUAL	2018 BUDGET
Beg Funds Available	\$ 571,500	\$ 571,500
Revenues	4,812,035	5,131,846
Equity Transfer	(320,216)	(320,216)
Net Funds Available	5,063,319	5,383,130
Expenditures	(3,656,805)	(5,074,808)
Net Income (Loss)	1,155,230	57,038
Projects to Complete	(1,061,381)	
Ending Funds Available	\$ 345,133	\$ 308,322

Transportation Sales Tax Fund
STATEMENT OF REVENUES & EXPENDITURES-UNAUDITED

	PRELIM ACTUAL 2018	BUDGET 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue source:</u>				
Sales Tax	1,700,005	1,690,983	9,022	99%
Miscellaneous Revenue	18,982	4,750	14,232	25%
Intergovernmental Revenue	310,394	290,120	20,274	93%
Transfers in	539,550	100,000	439,550	19%
Lease Proceeds	2,228,378	2,228,378	-	100%
Equity Adjustment	<u>1,398,122</u>	<u>1,398,122</u>	<u>-</u>	<u>100%</u>
	6,195,431	5,712,353	483,078	92%
<u>Expenditures:</u>				
Capital Projects	1,578,932	2,737,880	(1,158,948)	173%
Debt	585,675	563,156	22,519	96%
Transfers out	<u>100,000</u>	<u>100,000</u>	<u>-</u>	<u>100%</u>
TOTAL EXPENDITURES	2,264,607	3,401,036	(1,136,429)	150%

TST - ANALYSIS OF FUNDS AVAILABLE

	2018 PRELIM ACTUAL	2018 BUDGET
Beg Funds Available	\$ 1,111,657	\$ 672,107
Revenues	6,195,431	5,712,353
Equity Transfer	(1,398,122)	(1,398,122)
Net Funds Available	5,908,966	4,986,338
Expenditures	<u>(2,264,607)</u>	<u>(3,401,036)</u>
Net Income (Loss)	3,930,824	2,311,317
Projects to Complete	(3,464,753)	
Ending Funds Available	<u>\$ 179,606</u>	<u>\$ 1,585,302</u>

Transportation Sales Tax Fund
STATEMENT OF REVENUES & EXPENDITURES-UNAUDITED

	PRELIM ACTUAL 2018	BUDGET 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue source:</u>				
Sales Tax	1,700,005	1,690,983	9,022	99%
Miscellaneous Revenue	18,982	4,750	14,232	25%
Intergovernmental Revenue	310,394	290,120	20,274	93%
Transfers in	539,550	100,000	439,550	19%
Lease Proceeds	2,228,378	2,228,378	-	100%
Equity Adjustment	<u>1,398,122</u>	<u>1,398,122</u>	<u>-</u>	<u>100%</u>
	6,195,431	5,712,353	483,078	92%
<u>Expenditures:</u>				
Capital Projects	1,578,932	2,737,880	(1,158,948)	173%
Debt	585,675	563,156	22,519	96%
Transfers out	<u>100,000</u>	<u>100,000</u>	<u>-</u>	<u>100%</u>
TOTAL EXPENDITURES	2,264,607	3,401,036	(1,136,429)	150%

TST - ANALYSIS OF FUNDS AVAILABLE

	2018 PRELIM ACTUAL	2018 BUDGET
Beg Funds Available	\$ 1,111,657	\$ 672,107
Revenues	6,195,431	5,712,353
Equity Transfer	(1,398,122)	(1,398,122)
Net Funds Available	5,908,966	4,986,338
Expenditures	<u>(2,264,607)</u>	<u>(3,401,036)</u>
Net Income (Loss)	3,930,824	2,311,317
Projects to Complete	(3,464,753)	
Ending Funds Available	<u>\$ 179,606</u>	<u>\$ 1,585,302</u>

CAPITAL EQUIPMENT REPLACEMENT FUND
STATEMENT OF REVENUES & EXPENDITURES-UNAUDITED

	PRELIM ACTUAL 2018	BUDGET YR END 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue</u>				
Other Misc Income	\$ 75,902	\$ 6,798	69,104	1116.53%
Taxes	452,737	340,601	112,136	132.92%
Equity Transfer	944,101	944,101	-	100.00%
Transfers in	1,700,000	1,720,000	(20,000)	98.84%
Total Revenue	\$ 3,172,740	\$ 3,011,500	161,240	105.35%
<u>Expenditures</u>				
Capital Expenditures	\$ 1,393,846	\$ 2,671,000	(1,277,154)	52.18%
Debt Service	31,630	27,000	4,630	117.15%
Transfer Out - General Fund	310,860	313,500	(2,640)	99.16%
Total Expenditures	\$ 1,736,336	\$ 3,011,500	(1,275,164)	57.66%
	2018	2018		
	<u>PRELIM ACTUAL</u>	<u>BUDGET</u>		
Beg Funds Available	\$ 1,670,325	\$ 1,670,325		
Revenues	3,172,740	3,011,500		
Equity Transfer	(944,101)	(944,101)		
Net Funds Available	3,898,964	3,737,724		
Expenditures	\$ (1,736,336)	\$ (3,011,500)		
Net Income (Loss)	1,436,404	-		
Projects to complete	(1,525,000)			
Ending Funds Available	\$ 637,628	\$ 726,224		

COMBINED WATERWORKS & SEWER SYSTEM FUND
STATEMENT OF REVENUES & EXPENDITURES - UNAUDITED

	PRELIM ACTUAL 2018	BUDGET 2018	BUDGET vs. ACTUAL	BUDGET vs. ACTUAL
<u>Revenue source:</u>				
Water	\$ 4,169,876	\$ 4,194,930	(25,054)	99.4%
Sanitation	6,109,409	6,194,154	(84,745)	98.6%
Interest	51,746	26,000	25,746	199.0%
Other income	167,029	66,823	100,206	250.0%
Operating revenue	10,498,060	10,481,907	16,153	100.2%
Lease Loan Proceeds	349,893	348,101	1,792	100.5%
Transfer in	16,165	16,342	(177)	98.9%
Equity Transfer	64,126	64,126	-	100.0%
TOTAL REVENUE	\$ 10,928,244	\$ 10,910,476	17,768	100.2%
<u>Expenditures:</u>				
Water Production	\$ 1,266,211	\$ 1,277,488	(11,277)	99.1%
Water Operations & Maint	1,142,415	1,617,966	(475,551)	70.6%
Sewer Collection	445,363	437,320	8,043	101.8%
Non-Departmental, Debt & Transfers	7,399,149	7,577,221	(178,072)	97.6%
TOTAL EXPENDITURES	\$ 10,253,138	\$ 10,909,995	\$ (656,857)	94.0%

CWSS - ANALYSIS OF FUNDS AVAILABLE

	2017 PRELIM ACTUAL	2018 BUDGET
Beg Funds Available	\$ 2,212,103	\$ 2,212,103
Revenues	10,928,244	10,910,476
Equity Transfer	(64,126)	(64,126)
Net Funds Available	13,076,221	13,058,453
Expenditures	(10,253,138)	(10,909,995)
Net Income (Loss)	675,106	481
Projects to Complete	(315,000)	
Ending Funds Available	\$ 2,298,083	\$ 2,148,458



***Department of Public Safety
Administration
Memorandum MJH 18-36***

DATE: October 3, 2018

TO: Scott C. Wingerson, City Manager

FROM: Chief Michael J. Hasty, Director of Public Safety *mjh*

CC: Captain Jeffrey R. Self, Police Field Services Division Commander
Captain Robert Hays, Support Services Division Commander
Division Chief Sean Daugherty, Fire/EMS Division Commander

RE: POLICE UNIFORMS – STUDY SESSION

The Public Safety Department has studied changing the color/style of the police uniform. Personnel from the department provided input in this change that includes a change in the design of the police patch. The new police uniform will be a navy blue shirt with navy trousers and a navy external ballistic vest carrier. The vest carrier is designed to look like the uniform shirt.

PO Lucas Slayton has been involved in the selection of the new uniform and the design of the police patch. He has developed a presentation to explain the symbolism depicted in the new patch design. He will be available at the City Council Study Session on Monday, October 8, 2018, to present his information and will be wearing the new police uniform proposed for the department. Please advise if you need further information.

GLADSTONE POLICE DEPARTMENT

NEW SHOULDER PATCH DESIGN
OFFICER LUKE SLAYTON

CURRENT DESIGN



NEW DESIGN

- Overall, the new shoulder patch serves as a reminder to the Officers themselves, and a reminder to Gladstone's citizens, that those who have earned the right to wear the patch possess the will, and have been granted the authority, to enforce laws and maintain order within the community.

NEW DESIGN

- The color gold, for the band surrounding the patch and outlining the State of Missouri signifies optimism, confidence, wisdom, understanding, generosity, giving, and compassion.



NEW DESIGN

- The word "Police" replaces "Public Safety", matching the modernization of the agency and distinguishing the services we provide to the community.



NEW DESIGN

- The circle, along with the star signifying Gladstone's location, are purposely colored in white, as white signifies the purity, peace, and calmness. White also represents the color of protection.
- The circle shape of the ribbon was carefully selected to represent the never-ending dedication to our Department's Mission and Core Values, along with our commitment to our community. Additionally, the circle ribbon represents unity, wholeness, and strength.



NEW DESIGN

- There are six stars placed upon the circle ribbon to represent the never-ending commitment to our community as well as the dedication to our Department's Mission and Core Values.



NEW DESIGN

- **Trust:** We will earn the trust, respect and support of the citizens through active partnerships, involvement and service to the community.
- **Integrity:** We have committed ourselves to elevated standards of trust, responsibility and discipline while promoting justice in a fair and impartial manner.



NEW DESIGN

- **Professionalism:** We are proud to serve our community and will ensure that our officers are dedicated, highly trained and capable of handling the daily demands of the law enforcement profession. We foster a collaborative environment within the community for sharing information, resources, assistance, and expertise. We recognize and respond with sincerity to those in need of our services.



NEW DESIGN

- **Dignity:** We interact with all persons in a dignified manner and exhibit understanding of diversity both in our professional and personal endeavors. We guarantee to uphold the principles and values embodied in the Constitution of the United States and the State of Missouri.



NEW DESIGN

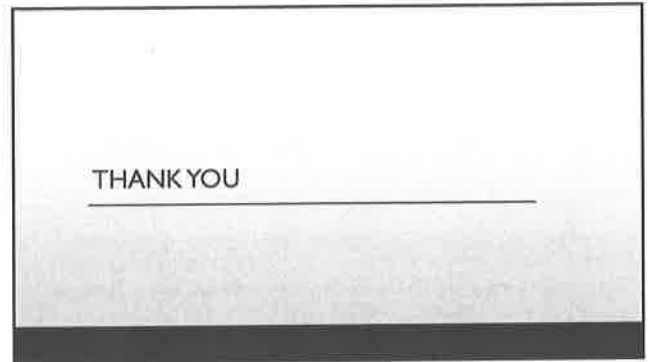
- **Accountability:** We are committed to the mission of the Gladstone Police Department. We serve our community in a courteous, efficient, and accessible manner. We also realize that each of us is accountable for our actions and we conduct ourselves accordingly.
- **Courage:** We embody courage in more ways than running towards danger. We display courage by standing up for what is right, persevering in the face of adversity, and facing tragedy with dignity and respect.



NEW DESIGN

- The City of Gladstone emblem is placed within the circle, placing the focus of our service on the community and its citizens.
- The year 1958 is displayed to honor the year in which the City of Gladstone appointed their first Chief of Police.





Gladstone Police Department

New Shoulder Patch Design

Overall, the new shoulder patch serves as a reminder to the Officers themselves, and a reminder to Gladstone's citizens, that those who have earned the right to wear the patch possess the will, and have been granted the authority, to enforce laws and maintain order within the community.

The word "Police" replaces "Public Safety", matching the modernization of the agency and distinguishing the services we provide to the community.

The year 1958 is displayed to honor the year in which the City of Gladstone appointed their first Chief of Police.

The colors of the new shoulder patch have very specific meaning. The gold band surrounding the patch and outlining the State of Missouri signifies optimism, confidence, wisdom, understanding, generosity, giving, and compassion. The circle, along with the star signifying Gladstone's location, are purposely colored in white, as white signifies the purity, peace, and calmness. White also represents the color of protection. These are all qualities and characteristics that we expect from Gladstone Police Officers.

The circle shape of the ribbon was carefully selected with six stars placed upon the ribbon to represent the never-ending dedication to our Department's Mission and Core Values; along with our commitment to our community. Additionally, the circle ribbon, surrounding the City of Gladstone emblem, represents unity, wholeness, and strength. The City of Gladstone emblem is placed within that circle placing the focus of our service on the community and its citizens.

The six stars within the ribbon represent the qualities and characteristics associated with the Department's Mission and Core Values:

1. **Trust:** We will earn the trust, respect and support of the citizens through active partnerships, involvement and service to the community.
2. **Integrity:** We have committed ourselves to elevated standards of trust, responsibility and discipline while promoting justice in a fair and impartial manner.
3. **Professionalism:** We are proud to serve our community and will ensure that our officers are dedicated, highly trained and capable of handling the daily demands of the law enforcement profession. We foster a collaborative environment within the community for sharing information, resources, assistance, and expertise. We recognize and respond with sincerity to those in need of our services.
4. **Dignity:** We interact with all persons in a dignified manner and exhibit understanding of diversity both in our professional and personal endeavors. We guarantee to uphold the principles and values embodied in the Constitution of the United States and the State of Missouri.
5. **Accountability:** We are committed to the mission of the Gladstone Police Department. We serve our community in a courteous, efficient, and accessible manner. We also realize that each of us is accountable for our actions and we conduct ourselves accordingly.
6. **Courage:** We embody courage in more ways than running towards danger. We display courage by standing up for what is right, persevering in the face of adversity, and facing tragedy with dignity and respect.



The Proposed New
Design



The Old Design



**CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, OCTOBER 8, 2018**

The City Council will meet in Closed Executive Session at 6:15 pm Monday, October 8, 2018, in the City Manager's office, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021(1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021(2) for Real Estate Acquisition Discussion, and 610.021(9) Employee Groups.

OPEN STUDY SESSION 7:00 PM

1. Year End Financials
2. Police Uniforms

REGULAR MEETING: 7:30 PM

TENTATIVE AGENDA

1. Meeting Called to Order.
2. Roll Call.
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of Agenda.
5. Approval of the September 24, 2018, Closed City Council Meeting Minutes.
6. Approval of the September 24, 2018, Regular City Council Meeting Minutes.

REGULAR AGENDA

- 7. Communications from the Audience.**
- 8. Communications from the City Council.**
- 9. Communications from the City Manager.**
- 10.RESOLUTION R-18-57** A Resolution vacating part of an existing drainage easement over property located at 6768 North Park Avenue.
- 11.RESOLUTION R-18-58** A Resolution authorizing acceptance of work under contract with VF Anderson Builders, LLC, for the 6768 North Park Drainage Improvements Project, and authorizing final payment in the amount of \$4,288.99 for Project CP1832.
- 12.RESOLUTION R-18-59** A Resolution authorizing the City Manager to execute a contract with U.S. Toy Company, Incorporated, doing business as Constructive Playthings in the total amount not to exceed \$76,031.85 for the Oak Grove and Happy Rock West Parks Playground Surface Replacement; Project CE1865.
- 13.RESOLUTION R-18-60** A Resolution authorizing acceptance of a proposal from Zoll Medical Corporation, Chelmsford, Massachusetts, for the purchase of one (1) Zoll "X Series Manual Monitor/Defibrillator" for the total purchase amount of \$31,861.10.
- 14. Other Business.**
- 15. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:

City Clerk Ruth Bocchino	Posted at 4:30 pm
City of Gladstone	October 4, 2018
7010 North Holmes	
Gladstone, MO 64118	
816-423-4096	



**MINUTES
REGULAR CITY COUNCIL MEETING
GLADSTONE, MISSOURI
MONDAY, SEPTEMBER 24, 2018**

PRESENT: Mayor Bill Garnos
Mayor Pro Tem Carol Suter
Councilmember Jean Moore
Councilman Kyle Yarber

City Manager Scott Wingerson
Assistant City Manager Bob Baer
City Clerk Ruth Bocchino
City Counselor Chris Williams

ABSENT: Councilman R.D. Mallams

Item No. 1. On the Agenda. Meeting Called to Order.

Mayor Garnos opened the Regular City Council Meeting Monday, September 24, 2018, at 7:37 pm in the Gladstone City Council Chambers.

Item No. 2. On the Agenda. ROLL CALL.

All Councilmembers were present with the exception of Councilman R.D. Mallams.

Item No. 3. On the Agenda. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA.

Mayor Garnos asked all to join in the Pledge of Allegiance to the Flag of the United States of America and thanked VFW Post 10906 for presenting the colors: Joe Liles, Bill Softka, Stan Stoner and Dennis Perkins.

Item No. 4. On the Agenda. Approval of Agenda.

The agenda was approved as published.

Item No. 5. On the Agenda. Approval of the September 10, 2018, Closed City Council Meeting Minutes.

Councilmember Moore moved to approve the minutes of the September 10, 2018, Closed City Council meeting as presented. **Mayor Pro Tem Suter** seconded. The Vote: "aye", Councilman

Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0)

Item No. 6. On the Agenda. Approval of the September 10, 2018, Regular City Council Meeting Minutes.

Mayor Pro Tem Suter moved to approve the minutes of the September 10, 2018, Regular City Council meeting as presented. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0)

Item No. 7. On the Agenda. **PROCLAMATION:** National Code Enforcement Month.

Mayor Garnos read and presented the Proclamation to Alan Napoli.

Item No. 8. On the Agenda. **PROCLAMATION:** Fire Prevention Week

Mayor Garnos read the Proclamation and presented it to Sean Daugherty.

Item No. 9. On the Agenda. **CONSENT AGENDA.**

Following the Clerk’s reading, **Councilmember Moore** moved to approve the Consent Agenda as printed. **Mayor Pro Tem Suter** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0)

Councilmember Moore moved to approve the Outdoor Special Event: Scarecrow 5K Run-Walk, 602 NE 70th Street, Linden Square (start/finish) Sunday, October 7, 2018, 5:00 am – 10:00 am. **Mayor Pro Tem Suter** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0)

Councilmember Moore moved to approve the Financial Month End August 2018. **Mayor Pro Tem Suter** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0)

REGULAR AGENDA.

Item No. 10. On the Agenda. **Communications from the Audience.**

There were none.

Item No. 11. On the Agenda. **Communications from the City Council.**

Councilman Yarber stated: *“Thank you. Three items: I was able to attend the Missouri Municipal League Conference that took place last week. I was there along with the Assistant City Manager, the Assistant to the City Manager and the City Clerk. We learned a lot about cyber security. We also got to celebrate our City Clerk receiving her certification. Another thing*

coming up, it was mentioned earlier, but just a reminder: there will be a meeting, an informational meeting, this Wednesday in the North Conference Room regarding the reconstruction of Old Pike Road. Also, last Saturday, and continuing for the next four Saturdays, Community Theater here in Gladstone, The Importance of Being Earnest."

Councilmember Moore stated: *"Thank you, Mayor. Just a couple of things tonight. I wanted to remind residents about the new art that has been installed at North Broadway and Northeast Englewood Road. If you haven't had a chance to go by and see that, it's pretty cool. There are three individuals whose service represents a lot of years in Gladstone and I wanted to make sure to recognize them: Beth Saluzzi from the Finance Department, Susan Orwick from Parks and Recreation, and Stefan Smith from Public Safety; all of whom will be retiring this week. I wanted to say thank you to them for their service; they have spent a lot of dedicated years being in service to this City. I wanted to offer my thanks to them."*

Mayor Pro Tem Suter: *"Thank you. I wanted to express my appreciation to the Atkins-Johnson Farm staff for the Crazy Horse program that was done a week ago on a Saturday. They had a great turn out. It was really a top quality program. I was really impressed with that. This past weekend was a fun weekend. Lyin' Eyes at Linden Square was packed. That's always a delight to see. Saturday morning I had the opportunity to be a celebrity chef for the Salvation Army's omelet breakfast which was a lot of fun. Lots of Gladstone folks were there. I did learn one sobering fact, if you just read the headlines these days, and you think the stock market is going great so the economy must be great. I learned from the Director of the Salvation Army there that here, right here in Gladstone and north of the river, that they have had, this year, three times the demand in the food pantry over last year, in just one year's time, tripling the demand. There are many folks who need assistance in our community. I always want to keep that in mind that there is sometimes two Americas. The one we see publicly and then the one where everybody really lives. A point of personal privilege: I wanted to let you know, Mayor and Council, that I will be traveling, so I will not be here for the next Council meeting and I will miss Gladfest."*

Mayor Garnos stated: *"Are you going to miss the parade?"*

Mayor Pro Tem Suter stated: *"I will miss the parade. Do you want to borrow my Segway?"*

Mayor Garnos stated: *"No, thank you. But we will resurrect some of those legislative things that we were holding until the Mayor Pro Tem was going to not be here. I had a couple of items: I had the privilege of attending a ribbon cutting at Feed Supply and Market with some of the other members of Council. I did want to mention this last week I went to the dentist and it was a dentist that used to be here in Gladstone who moved out of Gladstone many years ago and hadn't really spent much time back here and came back for one of the concerts at Linden Square and went out of his way to tell me how amazed he was to see what had been done with Linden Square, The Heights, and the Innovation Campus. He had no idea it had been done since he left and he was very, very impressed and complimentary to everybody about it. That's one of the things you like to see is somebody that used to live here and has come back and looked around and said 'wow.' Last Tuesday I attended the Park and Recreation Advisory Board meeting. We received a number of good updates that we have also received here tonight. The Board was updated on Hobby Hill Park, the park improvements program, Linden Square's winter*

programing which we have all been briefed on, the upcoming Whiskey Fest on October 13, Friday Fright Night, the Mayor's Christmas Tree lighting, and then there were some staff updates for Parks and Recreation. I also want to echo your comments, (Councilmember Moore) that was when I first found out about Susan Orwick's retirement and found out about the others. Anytime somebody retires from the City, you know that they have given everything they've got for the benefit of this City. These three individuals, Stefan Smith, Susan Orwick, and Beth Saluzzi, these three individuals in particular have all made significant contributions to the City of Gladstone between recreation, finances, and safety, those are the most important cornerstones for Gladstone. These three individuals, I believe, deserve special recognition and have probably done as much as anybody for those areas. Again, I hate to see them leave and I would love to be able to have City Council be able to vote to approve these retirements. That's all I have."

Item No. 12. On the Agenda. Communications from the City Manager.

City Manager Wingerson stated: *"Thank you, Mayor, and thank you City Council for the kind words about staff. Of course the people that are retiring were super important to us but we wish them well in the next chapter of their life. Very quickly, Sounds on the Square this Friday night: Ramblin' Fever. Gladfest: the theme is Traveling through Space and Time. It's the 39th edition of Gladfest; October 5th, 6th, and 7th. Check out the Chamber website if anybody wants more information than that. Most importantly, a shout out to Councilman Mallams who I know is watching from home. We are thinking about you Councilman and we will see you in a couple of weeks. Thank you."*

Item No. 13. On the Agenda FIRST READING BILL NO. 18-39 An Ordinance amending Schedule VIII of the Model Traffic Code (Gladstone Municipal Code Section 4.100.020) to establish stop sign locations at the Northwest corners of the intersections at North Charlotte and Northeast 65th Terrace and North Holmes at Northeast 66th Street.

Mayor Pro Tem Suter moved Bill No. 18-39 be placed on its First Reading. **Councilmember Moore** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0). The Clerk read the Bill.

Mayor Pro Tem Suter moved to accept the First Reading of Bill No. 18-39, waive the rule, and place the Bill on its Second and Final Reading. **Councilmember Moore** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0). The Clerk read the Bill.

Mayor Pro Tem Suter moved to accept the Second and Final Reading of Bill No. 18-39, and enact the Bill as **Ordinance 4.446**. **Councilmember Moore** seconded. The Vote: "aye", Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0)

Item No. 14. On the Agenda. FIRST READING BILL NO. 18-40 An Ordinance authorizing the City Manager to sign an agreement with the Johnson County Kansas Sheriff to establish the terms and conditions under which the Johnson County Sheriff's Office Criminalistics Laboratory

may provide Law Enforcement assistance in the form of Criminalistics Laboratory Services to the Public Safety Department.

Councilman Yarber moved Bill No. 18-40 be placed on its First Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0). The Clerk read the Bill.

Councilman Yarber moved to accept the First Reading of Bill No. 18-40, waive the rule, and place the Bill on its Second and Final Reading. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0). The Clerk read the Bill.

Councilman Yarber moved to accept the Second and Final Reading of Bill No. 18-40, and enact the Bill as **Ordinance 4.447**. **Councilmember Moore** seconded. The Vote: “aye”, Councilman Kyle Yarber, Councilmember Jean Moore, Mayor Pro Tem Carol Suter, and Mayor Bill Garnos. (4-0)

Item No. 15. On the Agenda. Other Business.

There was no other business to come before the Council.

Item No. 16. On the Agenda. Adjournment.

Mayor Garnos adjourned the September 24, 2018, Regular City Council meeting at 7:58 pm.

Respectfully submitted:

Ruth E. Bocchino, City Clerk

Approved as presented: ____

Approved as modified: ____

Mayor Bill Garnos

RESOLUTION NO. R-18-57

A RESOLUTION VACATING PART OF AN EXISTING DRAINAGE EASEMENT OVER PROPERTY LOCATED AT 6768 NORTH PARK AVENUE.

WHEREAS, a drainage easement was granted to the City of Gladstone over a portion of Lot 19 of Northaven East, First Plat, in Gladstone, Clay County, Missouri as recorded with the Clay County Recorder of Deeds in Plat Book 17, Page 13; and

WHEREAS, the current owner of the property has requested that the City of Gladstone vacate part of the aforementioned drainage easement; and

WHEREAS, the City of Gladstone has completed a stormwater project and can reduce the size of the existing easement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the part of the existing drainage easement described in the attached Exhibit "A" is hereby vacated by the City of Gladstone, Missouri; and

THAT, the City Manager of the City of Gladstone is hereby authorized to execute and undertake and perform on behalf of the City of Gladstone, Missouri, all those things necessary to vacate the easement; and

FURTHER, THAT, the City Clerk is hereby directed to provide a Certified Copy of this Resolution and recorded easement vacation to the Law Office of Keleher and Eastman, 403 Northwest Englewood Road, Gladstone, Missouri, 64118.

INTRODUCED, READ, PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 8TH DAY OF OCTOBER 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-57

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 10/3/2018

Department: Public Works

Meeting Date Requested: 10/8/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Vacating part of an existing drainage easement over property located at 6768 N. Park Avenue.

Background: The City was granted an easement over a portion of the property located at 6768 N. Park Avenue. A recently completed stormwater project allows for the modification of said easement.

Budget Discussion: Funds are budgeted in the amount of \$ n/a from the N/A Fund. Ongoing costs are estimated to be \$ n/a annually. Previous years' funding was \$n/a

Public/Board/Staff Input: Staff recommends that part of the existing easement described in the attached Exhibit "A" be vacated by the City of Gladstone.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

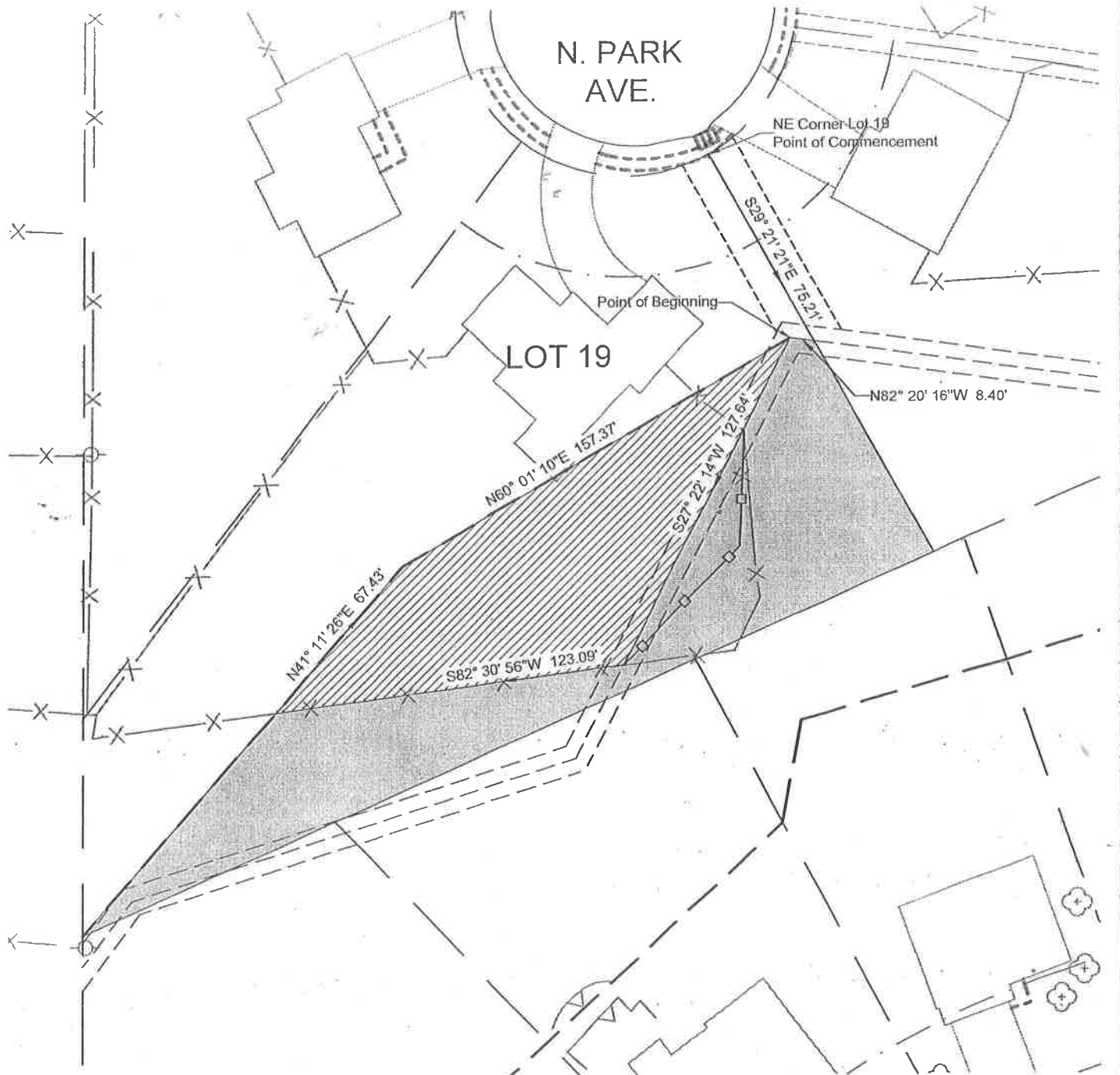
Timothy A. Nebergall
Department Director/Administrator

City Attorney

SW
City Manager

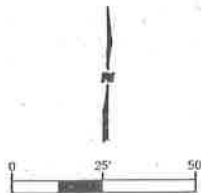
'Exhibit "A"

TRACT 1
LOT 19
6768 NORTH PARK AVE.



THIS EXHIBIT DOES NOT REPRESENT A LEGAL SURVEY OF THIS PROPERTY. IT IS INTENDED FOR VISUAL PURPOSES ONLY. THE PROPERTY DIMENSIONS SHOWN ARE PLATTED AND/OR DEEDED DIMENSIONS AND ARE NOT MEASURED DIMENSIONS

DRAINAGE EASEMENT VACATION (8158.70 SF)
 DRAINAGE EASEMENT TO REMAIN (10875.15 SF)



WILSON & COMPANY
 800 EAST 181ST TOWNSHIP, SUITE 200
 SPRINGFIELD, MO 65711
 PHONE: 616-261-3100
 FAX: 616-261-3113
 www.wilsonco.com

CITY OF GLADSTONE, MISSOURI
 JACKSON COUNTY, MISSOURI
 6768 NORTH PARK AVE.

PROJECT NO. 15-600-300-01

TRACT 1
 LEGAL EXHIBIT MAP

Drainage Easement Vacation:

A portion of land in Lot 19 of Northaven East, First Plat, as recorded in Plat Book 17, Page 13 located in Clay County, Missouri, described as follows:

*Commencing at the Northeast corner of said Lot 19; thence along the Easterly line of said Lot 19, S29°21'21"E, 75.21 feet; thence leaving said Easterly line, N82°20'16"W, 8.40 feet to the **Point of Beginning**; Thence S27°22'14"W, 127.64 feet; thence S82°30'56"W, 123.09 feet; thence N41°11'26"E, 67.43 feet; thence N60°01'10"E, 157.37 feet to the **POINT OF BEGINNING**.*

The above described portion the drainage easement to be vacated of Lot 19 contains ± 0.19 acres (8,158.70 sq. ft.)



10/2/2018

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Drainage Easement Vacation
2. **Date:**
3. **Grantor:** City of Gladstone, Missouri
4. **Grantee (s):** None
5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118
6. **Legal Description:** See Exhibit "A"
7. **Reference Book & Page:** Lot 19 of Northaven East, First Plat, in Gladstone, Clay County, Missouri as recorded with the Clay County Recorder of Deeds in Plat Book 17, Page 13

TEMPORARY CONSTRUCTION EASEMENT VACATION

WHEREAS, a drainage easement was granted to the City of Gladstone over a portion of Lot 19 of Northaven East, First Plat, in Gladstone, Clay County, Missouri as recorded with the Clay County Recorder of Deeds in Plat Book 17, Page 13; and

WHEREAS, the current owner of the property has requested that the City of Gladstone vacate part of the aforementioned drainage easement; and

WHEREAS, the City of Gladstone has completed a stormwater project and can reduce the size of the existing easement; and

WHEREAS, the part of the existing drainage easement described in the attached Exhibit "A" is hereby vacated by the City of Gladstone, Missouri; and

WHEREAS, on October 8, 2018, the City Manager of the City of Gladstone was authorized to execute, and undertake and perform on behalf of the City of Gladstone, Missouri, all those things necessary to vacate the easement pursuant to Resolution R-18-XX.

NOW, THEREFORE, the City of Gladstone does release and vacate the part of the existing drainage easement described herein.

CITY OF GLADSTONE

By: _____
Scott Wingerson, City Manager

Attest: _____
Ruth Bocchino, City Clerk

STATE OF MISSOURI
COUNTY OF _____ ss.

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared Scott Wingerson, known to be the person described in and who executed the foregoing instrument for and on behalf of Gladstone, Missouri, a City of the Third Class; and said Scott Wingerson acknowledged said instrument to be the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in _____ County, Missouri, the day and year last above written.

Notary Public Within Said County and State

My commission expires _____, _____.

RESOLUTION NO. R-18-58

A RESOLUTION AUTHORIZING ACCEPTANCE OF WORK UNDER CONTRACT WITH VF ANDERSON BUILDERS, LLC, FOR THE 6768 NORTH PARK DRAINAGE IMPROVEMENTS PROJECT, AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$4,288.99 FOR PROJECT CP1832.

WHEREAS, work under the contract with VF Anderson Builders, LLC, for the 6768 North Park Drainage Improvements, Project CP1832, has been completed to the satisfaction of the Director of Public Works.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to accept work under the contract and make final payment as follows:

Original Contract Amount:	\$ 80,190.00
Change Order:	5,589.74
Revised Contract Amount:	<u>\$ 85,779.74</u>
Amount Paid to Date:	<u>81,490.75</u>
Total Amount Due Final Pay:	<u>\$ 4,288.99</u>

FURTHER, funds for such purpose are authorized from the Capital Improvements Sales Tax Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8th DAY OF OCTOBER 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-58

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 10/3/2018

Department: Public Works

Meeting Date Requested: 10/8/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Final Payment, Project CP1832, 6768 N. Park Drainage Improvements

Background: Work has been completed on the referenced project and the contractor, VF Anderson Builders, LLC, has made application for final pay. Staff has conducted a final inspection and determined the work to be completed in a satisfactory manner, in accordance with the specifications. A financial breakdown is stated on the Resolution. Based on all available information, the receipt of required lien waivers and the acceptance of the performed work by our staff, I am recommending that this request for final pay be placed on the next regularly scheduled City Council agenda for approval. Funds for this project are provided from the Capital Improvements Sales Tax Fund

Budget Discussion: Funds are budgeted in the amount of \$ 92,370.00 from the CIST Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$N/A

Public/Board/Staff Input: The change order was due to adjustments in field measured quantities and the replacement of an existing sprinkler system in the vicinity of the work.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Tim Nebergall
Department Director/Administrator

City Attorney

SW
City Manager

RESOLUTION R-18-59

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH U.S. TOY COMPANY, INCORPORATED, DOING BUSINESS AS CONSTRUCTIVE PLAYTHINGS IN THE TOTAL AMOUNT NOT TO EXCEED \$76,031.85 FOR THE OAK GROVE AND HAPPY ROCK WEST PARKS PLAYGROUND SURFACE REPLACEMENT; PROJECT CE1865.

WHEREAS, one proposal was received for the Oak Grove and Happy Rock West Parks Playground Surface Replacement, and that proposal from U.S. Toy Company, Incorporated doing business as Constructive Playthings, in the amount of \$76,031.85 has been determined by the Director of Parks, Recreation and Cultural Arts to be an acceptable proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with U.S. Toy Company, Incorporated doing business as Constructive Playthings, for work as outlined in the agreement for a total amount not to exceed \$76,031.85.

FURTHER, THAT, funds for such purpose are authorized from the 2017 lease purchase.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF OCTOBER, 2018.

Mayor Bill Garnos

ATTEST:

Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-59

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 10/3/2018

Department: Parks & Recreation

Meeting Date Requested: 10/8/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Playground surface at Happy Rock West and Oak Grove Parks

Background:

The playground surface at Happy Rock West and Oak Grove Parks is now more than 10 years old and is deteriorating. A Request for Qualifications was advertised and U.S. Toy Co. Inc., doing business as Constructive Playthings was selected as the best vendor to replace the pour in place playground surface at the Oak Grove Park Playground and the Happy Rock West Playground.

Budget Discussion: Funds are budgeted in the amount of \$76,031.85 from the OTHER Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input:

The replacement of the playground surface was previously presented to the Park Advisory Board and City Council and both support the replacement of the surface.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Justin Merkey
Department Director/Administrator

City Attorney

SW
City Manager

RESOLUTION NO. 18-60

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM ZOLL MEDICAL CORPORATION, CHELMSFORD, MASSACHUSETTS, FOR THE PURCHASE OF ONE (1) ZOLL "X SERIES MANUAL MONITOR/DEFIBRILLATOR" FOR THE TOTAL PURCHASE AMOUNT OF \$31,861.10.

WHEREAS, proposals were solicited for the purchase of one cardiac monitor, with 12-lead capability, battery chargers, and other related equipment; the proposal from Zoll Medical Corporation is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal from Zoll Medical Corporation for the purchase amount of \$31,861.10.

One (1) Zoll "X Series Manual Monitor/Defibrillator - TOTAL COST: \$31,861.10

FURTHER, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 8th DAY OF OCTOBER 2018.

Mayor Bill Garnos

ATTEST:

Ruth Bocchino, City Clerk



Request for Council Action

RES ☒ # R-18-60

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 10/3/2018

Department: Public Safety

Meeting Date Requested: 10/8/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Purchase of Zoll Cardiac Monitor - \$31,861.10

Background: The last three cardiac monitors have been "Zoll X-Series Manual Monitor/Defibrillator" and it is recommended to continue with Zoll cardiac monitors due to superior performance, reliability, and to maintain consistency of equipment for the Gladstone ambulance service.

Budget Discussion: Funds are budgeted in the amount of \$ 32,000.00 from the General Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$33,000.00

Public/Board/Staff Input:

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Mike Hasty
Department Director/Administrator

City Attorney

SW
City Manager



*Department of Public Safety
Administration
Memorandum MJH 18-35*

DATE: October 3, 2018

TO: Scott C. Wingerson, City Manager

FROM: Chief Michael J. Hasty, Director of Public Safety

CC: Dominic Accurso, Director of Finance
Division Chief Sean Daugherty, Fire/EMS Division Commander
Captain Jeffrey R. Self, Police Field Services Division Commander
Captain Robert Hays, Support Services Division Commander
Ruth Bocchino, City Clerk

RE: CARDIAC MONITOR PURCHASE

The 2019 General Fund Budget authorized \$32,000.00 for the purchase of a new cardiac monitor for our ambulance service. In 2015, testing and review of cardiac monitors from various manufacturers and vendors were conducted by paramedics in the Fire/EMS Division of the Public Safety Department. After this evaluation, a recommendation was made to acquire cardiac monitors manufactured by Zoll Medical Corporation due to superior capability and performance.

The last three cardiac monitors purchased by the city were manufactured by Zoll Medical Corporation and they have proven to be a very effective tool for paramedics in field. Division Chief Daugherty reviewed the specifications and costs of a Zoll "X-Series" and Physio Control "Lifepak 15" cardiac monitors. He recommends the city move forward with the acquisition of the cardiac monitor manufactured by Zoll Medical Corporation to maintain consistency of equipment. There are no other manufacturers of cardiac monitors that meet the specifications of equipment required for our ambulance service. The manufacturer of the Phillips "MRx" cardiac monitor/defibrillator was required to suspend the manufacture and distribution of external defibrillators pursuant to a consent decree with the U.S. Department of Justice, representing the U.S. Food and Drug Administration earlier this year.

I concur with the recommendation made by Division Chief Daugherty and have requested a resolution be placed on the Regular City Council Meeting Agenda for Monday, October 8, 2018 authorizing you to purchase one Zoll "X-Series" cardiac monitor directly from the manufacturer in the amount of \$31,861.10. Attached you will find supporting information on the research for this purchase collected by Division Chief Daugherty. Please advise if you need further information.



*Department of Public Safety
Fire/EMS
Memorandum – 19-10SCD*

DATE: 09/28/2018
TO: Director Michael J. Hasty
FROM: Division Chief Sean Daugherty
RE: Purchase of Cardiac Monitor

Sir,

The FY19 budget included the purchase of a new cardiac monitor as a capital expenditure for the Fire/EMS Division in Public Safety. In the last three fiscal years, we have acquired a cardiac monitor through capital expenditure and each time we have gone with Zoll. The preference is to stay with Zoll as they are easy to work with and all crew members are familiar with the product. Zoll has the following features and their service has been premier.

- Zoll monitor has the feature of live 12-lead monitoring for quicker analysis
- Cardiac monitor is small and lightweight
- These monitors have the capability to transmit electrocardiograms (EKG's) to the emergency departments (ED's) prior to crews arrival in critical situations.

The Zoll monitor bid is **\$31,861.10**.

We have had the Zoll monitor in our system now for three years and it has been exceptional. The Physio Life Pack 12 monitors that we have currently on the remaining trucks are becoming obsolete to the point Physio is no longer making parts for them.

It is my recommendation that we purchase the Zoll monitor and continue the continuity of replacing the outdated monitors. I would request that we stay with Zoll and its monitor since they are on three out of four of our apparatus.

Respectfully,

Sean Daugherty
Division Chief Sean Daugherty/



TO: Gladstone Ambulance

6569 North Prospect Avenue
Gladstone, MO 64119

Attn: Captain Tracey Cheney

email: TraceyC@gladstone.mo.us

Tel: 816-454-8310

ZOLL Medical Corporation

Worldwide Headquarters

269 Mill Rd

Chelmsford, Massachusetts 01824-4105

(978) 421-9655 Main

(800) 348-9011

(978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

QUOTATION 265973 V:1

DATE: February 05, 2018

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	X Series Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none">• MFC cable• MFC CPR connector• A/C power adapter/ battery charger• A/C power cord• One (1) roll printer paper• 6.6 Ah Li-ion battery• Carry case• Declaration of Conformity• Operator's Manual• Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, Interruption timer, perfusion performance Indicator (PPI) <ul style="list-style-type: none">• See - Thru CPR artifact filtering ZOLL NonInvasive Pacing Technology: \$2,550	1	\$37,275.00	\$30,565.50	\$30,565.50 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Lori Rohling
EMS Territory Manager
773-474-0916



TO: Gladstone Ambulance

6569 North Prospect Avenue
Gladstone, MO 64119

Attn: Captain Tracey Cheney

email: TraceyC@gladstone.mo.us

Tel: 816-454-8310

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry				
		SP02 \$1,795				
		• Signal Extraction Technology (SET)				
		• Rainbow SET				
		NIBP Welch Allyn Includes: \$3,495				
		• Smartcuff 10 foot Dual Lumen hose				
		• SureBP Reusable Adult Medium Cuff				
		End Tidal Carbon Dioxide monitoring (ETCO2)				
		Oridion Microstream Technology: \$4,885				
		Order required Microstream tubing sets separately				
		Interpretative 12- Lead ECG: \$8,450				
		• 12-Lead one step ECG cable- Includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$241.90	\$241.90
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$241.90	\$241.90
4	8000-0580-01	Six hour rechargeable Smart battery	2	\$495.00	\$405.90	\$811.80

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7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Lori Rohling
EMS Territory Manager
773-474-0916

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation; or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the property of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This license applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 thereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

City Of Gladstone, Missouri
Quote On Purchases

To: Director Hasty Date: 10/01/2018
From: Division Chief Sean Daugherty
Subject: Capital Purchase Purchase of: Cardiac Monitor
Reason For Purchase: Replace older monitor that parts aren't available for.

I have received (telephone), (in person), (written) quotations from:

- | | Quote |
|--|-------------------------|
| 1.) Firm: <u>Zoll Medical Corporation (Zoll X-Series)</u> | <u>\$31,861.10</u> |
| Person's Name: <u>Lori Rohling</u> | |
| Address: <u>269 Mill Road Clemsford, Massachussetts 01824-4105</u> | |
| Telephone # <u>978-421-9655</u> | Date: <u>09/28/2018</u> |
|) | |
| 2.) Firm: <u>AEDSTODAY Life Pak 15)</u> | <u>\$33,295.00</u> |
| Person's Name: <u>Customer Service</u> | |
| Address: <u>8091 Shaffer Parkway Littleton, CO 80127</u> | |
| Telephone # <u>888-225-7049</u> | Date: <u>10/01/2018</u> |

I recommend that the items be purchased from Zoll as they have been the sole source provider for the last three monitors that we have purchased and we already have the batteries and charging system in place for their monitor. There is only two available cardiac monitor suppliers available at the current time as Phillips had a recall on their monitors and the FDA has suspended them from manufacturing at this time (see attached). The staff is very comfortable in the use of the Zoll Monitor and it has been used with much success.

Signed: Sean Daugherty Date: 10/21/2018



Status of the Philips Monitor/Defibrillator Hold (Consent Decree) by the FDA

Thu, Jan 18, 2018 | By A.J. Heightman, MPA, EMT P

Philips recently reached agreement on a consent decree with the U.S. Department of Justice, representing the Food and Drug Administration (FDA), related to compliance with current good manufacturing practice requirements arising from past inspections focusing primarily on Philips' Emergency Care and Resuscitation (ECR) facilities in Andover, MA and Bothell, WA, in and before 2015.

The decree also provides for increased scrutiny, for a period of time, of the compliance of the other patient care businesses at Philips facilities with the Quality System Regulation.

Under the decree, Philips is required to suspend the manufacture and distribution of external defibrillators manufactured at these facilities, subject to certain exceptions, until FDA certifies through inspection the facilities' compliance with the Quality System Regulation.

Philips will continue the manufacture and distribution of certain automated external defibrillator (AED) models, service of AED and MRx devices, and provide consumables and the relevant accessories, to ensure uninterrupted

availability of these highly reliable life-saving devices in the U.S. Additionally, to meet the needs of global customers, Philips will also continue to export defibrillators including the FRx and FR3 AEDs once certain requirements have been met.

I reached out to Philips and asked them to discuss what the injunction means for Philips monitor/defibrillator customers.

Carla Kriwet, Chief Business Leader Connected Care & Health Informatics at Royal Philips has said that Philips is committed to delivering high quality, innovative products and solutions, is prepared to fulfill the terms of the decree, and hopes to resume the suspended defibrillator production in the course of 2018.

Philips officials also told me defibrillators currently in use by customers are recommended by Philips to remain in use, and should not be taken out of service because there is no reason to believe they pose a risk to patients.

The full consent decree is currently posted on Philips' website, along with information for users of Philips external defibrillators, describing how these products are impacted by the consent decree. Customers with questions not answered on Philips' website, can also contact Philips at + 1 800 263 3342 or via this link: <https://www.usa.philips.com/healthcare/about/news/public-web-site-consent-decree>

Matt Penzone, Sr. Field Marketing Manager for Emergency Care & Resuscitation at Philips North America then graciously answered the following questions about the consent decree and what it means for the EMS Industry

What is a consent decree?

The consent decree is a court order issued by a federal judge with terms agreed to in advance by the Philips and the US Government. This consent decree concerns quality systems compliance following FDA inspections of the Andover, MA and Bothell, WA Emergency Care & Resuscitation (ECR) manufacturing facilities in and before 2015. Philips takes this matter extremely seriously and we're committed to fulfilling the terms of the decree, building on the actions we have taken since 2015 to address these issues.

What does it mean for Philips?

At this time, under the terms of the Consent Decree and subject to limitations and conditions, Philips is permitted to continue to manufacture and ship HeartStart Home and HeartStart OnSite automated external defibrillators in order to meet public health needs. Under certain conditions, Philips may also manufacture and ship HeartStart FR3 devices.

It's important to note that we will continue to provide necessary consumables and accessories for defibrillator products without restriction and may continue to service existing devices, including the HeartStart MRx. We will also continue participation in clinical trials and sustain our ongoing R&D efforts into new Resuscitation solutions.

Are the Philips devices subject to this action safe to use?

Yes, it is important to understand that Philips defibrillators can remain in use by customers, enjoy strong reliability records and should not be taken out of service, as Philips has no reason to believe they pose a risk to patients.

Has there been any increase in the number of complaints with your devices within the affected businesses, whether for performance or safety?

No. There has been no increase in complaints for devices within the affected businesses for performance or safety. We intend to remain the world's leading supplier of defibrillators and make continued investments so that Philips products demonstrate the strong reliability our customers are accustomed to.

Does this impact the availability of other Philips products?

No, the primary impact of the consent decree on product availability relates to Philips' AED products. Because the HeartStart MRx ended production in earlier in 2017, the consent decree chiefly affects our AED products. Other consumer health products and medical devices manufactured by other Philips businesses at the Andover, MA and Bothell, WA sites, like Lumify Ultrasound, are not affected by the decree.

So what's next for Philips?

We're engaged in some exciting new projects to evolve and complement our existing offerings that we feel will help emergency responders play an even larger role in this evolving healthcare environment. Philips is fully committed to our AED and ALS defibrillator portfolio and to the EMS market, so we're eager to help advance Mobile-Integrated Health efforts and adoption of new, powerful technology like Lumify Point-of-Care Ultrasound.

Speaking of ultrasound, how is that going to help EMS?

Ultrasound is a powerful diagnostic tool but historically, the size, complexity and price have limited adoption outside the hospital. Now for the first time, Lumify is making high-quality, ultra-mobile Ultrasound a reality. It's versatile enough to be used in a variety scenarios and can helps care providers make diagnosis that impact treatment and transportation decisions. Just like with 12-Lead ECG acquisition & interpretation, a learning curve will exist but the huge benefits to patients will see Ultrasound become a standard of care in the near future.

By



A.J. Heightman, MPA, EMT P

Editor-in-chief of *JEMS*, A.J. Heightman is a former EMS director and EMS operations director who has researched and specialized in MCI management training for 30 years.

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