



PH 3:45pm  
7-9-2021

BOARD OF ALDERMAN  
APRIL WORK SESSION AGENDA  
TUESDAY, JULY 13<sup>th</sup>, 2021 at 6:30 p.m.

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

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**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOTION TO ADOPT AGENDA**

**MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations,  
Citizens Requests:**

1. Bill No. 2021-34: An Ordinance Authorizing the City's Renewal of Insurance through EMC Ins with Ollis, Akers, Arney Insurance and Business Advisors
2. Bill No. 2021-35: An Ordinance Amending the Bolivar Municipal Code by adding a new section, 220.105-to Establish Prohibiting against use of City's Yard Waste and Brush Dumping Sites in Connection with Certain Commercial Purposes
3. Special Event Application Review for MSCRA – Speedway, USA Parade July 24<sup>th</sup>, 2021
4. Software Upgrade for Meter Reading/End Points Itron Software
5. Propane Bid Review for 9/1/2021 through 8/31/2022

**RSMo 610.021(1)** Legal Actions, Cause of Action, or litigation involving a public governmental body and Any confidential or privileged communications between a public governmental body or its representatives and its attorney. **RSMo 610.021(2)** Leasing, Purchase or Sale of Real Estate by a public governmental body where Public knowledge of the transaction might adversely affect the legal consideration therefor.

\*IF UNABLE TO ACCESS FACEBOOK ACCOUNT, PLEASE CONTACT CITY CLERK FOR ADDITIONAL OPTIONS\*

**#wherelibertyflows**

If you have a need for special accommodations,  
Please contact the City Clerk's office 24 hours prior to the meeting.



**CALL OF A WORK SESSION MEETING  
OF THE CITY OF BOLIVAR BOARD OF ALDERMEN.**

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday, July 13th, 2021, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.



*Paula Henderson*

**Paula Henderson, City Clerk**

*Christopher Warwick*

**Christopher Warwick, Mayor**

Posted: 3:45PM  
7-9-2021  
PH

**ORDINANCE COVER SHEET**

**Bill No. 2021-34**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY’S RENEWAL OF  
INSURANCE THROUGH EMC INSURANCE WITH  
OLLIS, AKERS, ARNEY INSURANCE AND BUSINESS ADVISORS.”**

**Filed for public inspection on .**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Vote by the Board of Aldermen on :**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

\_\_\_\_\_ Approved by the Mayor on .

\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

**Bill Effective Date: \_\_\_\_\_ .**

**“AN ORDINANCE AUTHORIZING THE CITY’S RENEWAL OF  
INSURANCE THROUGH EMC INSURANCE WITH  
OLLIS, AKERS, ARNEY INSURANCE AND BUSINESS ADVISORS.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

**Section I:** The City is hereby authorized in the renewal of the City’s insurance coverages through EMC Insurance with Ollis, Akers, Arney Insurance & Business Advisors, for certain of the City’s insurance; with such renewal quotes to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

**Section II:** The Mayor and City Clerk are and at all relevant times have been authorized and directed to enter into the renewal as described above for and on behalf of the City.

**Section III:** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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**Christopher Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**

## PREMIUM SUMMARY

**Insured: City of Bolivar**

Description of Coverage	2021-2022	2020-2021	2019-2020
Commercial Property	\$173,523.00	\$149,596.00	\$109,333.00
Commercial Inland Marine	\$10,453.00	\$10,590.00	\$7,626.00
Commercial General Liability	\$38,483.00	\$34,239.00	\$22,638.00
Commercial Automobile	\$116,685.00	\$106,364.00	\$87,418.00
Government Crime	\$1,237.00	\$848.00	\$848.00
Law Enforcement	\$10,240.00	\$7,574.00	\$7,574.00
Worker's Compensation	\$97,979.00	\$96,031.00	\$94,268.00
Commercial Umbrella	\$20,615.00	\$15,415.00	\$13,655.00
Linebacker	\$10,532.00	\$10,532.00	\$8,315.00
<b>Total Estimated Premium</b>	<b>\$479,747.00</b>	<b>\$431,189.00</b>	<b>\$351,675.00</b>

**Note:** The premiums are an indication based on the information provided to us. If the information changes, the result will be an adjustment in the premium quoted.

**ORDINANCE COVER SHEET**

**Bill No. 2021-35**

**Ordinance No. \_\_\_\_\_**

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY  
ADDING A NEW SECTION, 220.105 – TO ESTABLISH PROHIBITION  
AGAINST USE OF CITY’S YARD WASTE AND BRUSH DUMPING SITES IN  
CONNECTION WITH CERTAIN COMMERCIAL PURPOSES.”**

**Filed for public inspection on \_\_\_\_\_.**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Vote by the Board of Aldermen on \_\_\_\_\_:**

\_\_\_\_\_ **Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

\_\_\_\_\_ **Approved by the Mayor on \_\_\_\_\_.**

\_\_\_\_\_ **Vetoed by the Mayor on \_\_\_\_\_.**

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ **Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**Bill Effective Date: \_\_\_\_\_.**

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY  
ADDING A NEW SECTION, 220.105 – TO ESTABLISH PROHIBITION  
AGAINST USE OF CITY’S YARD WASTE AND BRUSH DUMPING SITES IN  
CONNECTION WITH CERTAIN COMMERCIAL PURPOSES.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

**Section I:** The City Code for the City of Bolivar, Missouri is hereby amended by adding a new Section 220.105, regarding the use of City owned yard waste and brush dumping sites in connection with certain commercial purposes, with such new section to be read as follows:

“Section 220.105: City-Owned Yard Waste, Brush, and Tree Disposal Sites – Use by Service Providers in Connection with Certain Commercial Activities or Purposes Prohibited

- A. Use of any designated yard waste, brush, tree, tree limb, tree stump, tree root, shrub, or shrub root disposal or dumping site owned by the City of Bolivar to dispose of debris generated from non-commercial properties shall be limited to those persons:
  - i. using said site for personal, family or household purposes in disposing of debris generated from non-commercial property; and
  - ii. having a current valid driver’s license.
- B. Use of any designated yard waste, brush, tree, tree limb, tree stump, tree root, shrub, or shrub root disposal or dumping site owned by the City of Bolivar to dispose of debris generated from commercial properties shall be limited to those persons or entities:
  - i. Possessing commercial property located in the city limits of the City of Bolivar; and
  - ii. disposing of debris generated from the commercial property that is located in the City of Bolivar.

Employees of businesses meeting the above qualifications may bring the debris to the site for their employer.

- C. Except for those persons meeting the criteria of subsection (B) of this section, no person or entity shall use or have permission to enter any designated yard waste, brush, tree, tree limb, tree stump, tree root, shrub, or shrub root disposal or dumping site owned by the City of Bolivar for the purpose of disposing of debris

if such person or entity is a contractor, service provider, or has otherwise been hired in connection with the generating, hauling or disposal of such debris.

- D. In addition to any other penalties provided for by this Chapter, violation of subsection (A), (B), or (C) of this subsection will constitute the infraction of Trespass in the Second Degree, as set forth in Section 225.1070 of the City of Bolivar's municipal code.
- E. The City Administrator may establish and amend from time-to-time operating rules and disposal fees for the use of the City of Bolivar's yard waste, brush, tree, tree limb, tree stump, tree root, shrub, or shrub root disposal or dumping sites. Any such operating rules or disposal fees will be kept on file in the City Clerk's office and made available for public inspection. Any such operating rules or disposal fees may additionally be posted at the disposal site.
- F. Nothing in this Section shall be construed as abandoning or limiting the City's right to bring suit to enjoin repeated unlawful entries or debris disposal at the City of Bolivar's yard waste, brush, tree, tree limb, tree stump, tree root, shrub, or shrub root disposal or dumping sites, in any court of competent jurisdiction in the name of the City against the person or entities making such repeated unlawful entries or debris disposal."

**Section II:** In the event that any section, sentence, clause, phrase or portion of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall continue in full force and effect, to the extent the remainder can be given effect without the invalid portion.

**Section III:** This Ordinance shall be in full force and effect upon its passage by the Board of Aldermen and approval by the Mayor.

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**Christopher Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**



**CERTIFICATION**

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. \_\_\_\_\_ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on \_\_\_\_\_, 2021; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

\_\_\_\_\_  
**Paula Henderson, City Clerk**



345 S. Main Ave, PO Box 9, • Bolivar, Missouri 65613  
Telephone (417)326-2489 • Fax (417) 777-3212  
[www.bolivar.mo.us](http://www.bolivar.mo.us)

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July 13, 2021

To Whom It May Concern,

Hansen's Tree Service quoted \$500.00 per hour for an operator, tub grinder, and excavator. For example, a pile that was 100' x 200' at 8 foot in height would cost approximately \$7,500.00. The company's minimum to provide services would be \$5,000.00.

The mulch that Hansen's Tree Services provides is 2 to 4 inches; it is not the fine mulch that would be bought in the bag. They grind in the following cities in Missouri: Rolla, Nixa, and Joplin. The City of Nixa grinds every twelve to eighteen months on the average with no storms. This cost is around \$12,000.00 for a grinder with 1,050 hp.

Rough estimates to purchase the tub grinder with 577 hp is \$550,000.00. Tub grinder with 1,050 hp is \$1,000,000.00.

Sincerely,

Jerry Hamby  
Public Works Director  
417-327-2494  
[jhamby@bolivar.mo.us](mailto:jhamby@bolivar.mo.us)

**SPECIAL EVENT APPLICATION**

Sponsor Name: MSCRA - Speedway, USA  
 Address: PO Box 878  
 City: Lebanon State: Mo Zip: 65536  
 Daytime phone: 417-650-7068 Cell phone: 417-650-7068  
 Fax: \_\_\_\_\_ Cell phone (during event): \_\_\_\_\_  
 Email: mscra11c@gmail.com  
 Preferred method of contact: Call 417-650-7068

Event name: Race Car Parade  
 Event location: \_\_\_\_\_  
 Date & time of Set up: \_\_\_\_\_  
 Date & time of Event: July 24th,  
 Date & time of Clean up: \_\_\_\_\_  
 Anticipated number of attendees: \_\_\_\_\_

Will the event sponsor be present and in charge of the event at all times? ☒ Yes ☐ No  
 If no, please provide name of responsible party present.

Name: Jimmy Fohn Cell phone (during event): 417-650-7068  
Mindy Fohn 417-991-6485

Type of activities planned (check all that apply):

- |   |  |                                   |
|---|--|-----------------------------------|
| <input type="checkbox"/> Carnival       | <input type="checkbox"/> Concert                                 | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Fireworks      | <input type="checkbox"/> Parade                                  | <input type="checkbox"/> Run/Walk |
| <input type="checkbox"/> Sporting Event | <input checked="" type="checkbox"/> Other (please explain) _____ |                                   |

Will the following be served? (check all that apply) ☐ Food ☐ Alcohol

*If food is being served, a permit with the Polk County Health Center shall be obtained. Event sponsor will be responsible to monitor alcohol remains in defined event area.*

Will temporary booths be set up? ☐ Yes ☒ No

If yes, will goods be available for purchase? ☐ Yes ☒ No

*Sponsor is required to obtain a City business license for all vendors selling goods during the event.*

Will event be open to the public? ☒ Yes ☐ No

Will admission be charged? ☐ Yes ☒ No

Will donations be accepted? ☐ Yes ☒ No

Will electricity be required? ☐ Yes ☒ No

Will generators be used? ☐ Yes ☒ No

Will live music be performed? ☐ Yes ☒ No

Will a stage be set up/constructed? ☐ Yes ☒ No

Please list performance times \_\_\_\_\_

Will banners/signs be installed? ☐ Yes ☒ No

*ALL signs require a sign permit issued by the Community Development Department. With the approval of the Special Events Permit, the organization is entitled to 2 cost-free sign permits. The cost-free permits still require a sign application and approval by the Community Development Department. All other signs require sign application submission, approval and permit charge.*

Is this an event for Charity? ☐ Yes ☒ No

List participating organizations/with name of contact (attach list if needed)

Organization MSCBA Speedway USA Contact 417-650-7008 or 417-991-6485

Organization: \_\_\_\_\_ Contact \_\_\_\_\_

Organization: \_\_\_\_\_ Contact \_\_\_\_\_

Please indicate who is planned to provide the following services(for EMS, Fire, and security only check City provided if you want dedicated staffing at your event. This will incur additional charges):

Service	City provided	Self provided	Not Applicable
Crowd Control			
EMS Services			
Fire Watch			
Restroom Facilities			
Security			
Street Barricades			
Traffic Control	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Trash clean-up*			

\*The City reserves the right to charge the event sponsor for clean-up provided by the City.

In addition to the information provided above, please provide a detailed narrative description of the event. Also provide a map illustrating the locations of the activities planned and requested street barricades. (Except for very limited circumstances, the City will require that a street closing be from cross intersection to cross intersection so that no traffic can turn into closed street.) Please use additional sheets as needed. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby agree that my organization will comply with all City, County and State regulations and those that are specific to public safety.

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

Organization Name: MSCRA Speedway USA Date: 7-9-21

Date submitted: \_\_\_\_\_  
Date scheduled to be presented to Council: \_\_\_\_\_


Emergency Management: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Development: \_\_\_\_\_ Date: \_\_\_\_\_  
Building Inspector (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_  
Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_  
Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Date presented to Council: \_\_\_\_\_  
☐ Approved ☐ Rejected  
Initials: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

To the extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Bolivar, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including but not limited to attorney's fees, court costs or alternative dispute resolution costs arising out of, or related to, Sponsor's use of city streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

1. Sponsor shall purchase and maintain the following insurance, at Sponsor's expense:
  - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis
  - Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hire automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 per accident
2. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the city.
3. Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
4. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

Signature:  Print: JAMES D FARN

Organization Name: MSCRA Date: 07-09-21

City of Bolivar Representative: \_\_\_\_\_ Date: \_\_\_\_\_



AMR / AMI | SOFTWARE | WATER LOSS



# Quotation

## For:

City of Boliver, MO

Phone: 417-298-5348 - Email: [scox@bolivar.mo.us](mailto:scox@bolivar.mo.us)

## Prepared By:

Alex Boyd, United Systems

P.O. Box 547 – 205 Ash Street, Benton, KY 42025

Phone: 270.527.3293 - Email: [alexb@united-systems.com](mailto:alexb@united-systems.com)

Date	PO Number	Shipping Method	Shipping Terms	Delivery Date
June 11, 2021	TBD	Best Way	Shipping Not Included	~TBD

Qty	Item # - Description	Unit Price - \$	Line Total - \$
Itron-			
1	Temetra Setup Fee	\$2,500.00	\$2,500.00
1	Temetra Driveby, 2501-5000 Endpoints, Subscription \$4,500.00 billed Annually	\$4,500.00	\$4,500.00
1	Itron Mobile Radio 2 w/USB Cable and Charger Itron 2nd Year Maintenance: \$144.00, spare battery add: \$140 **Direct replacement for current FC300**	\$1,995.00	\$1,995.00
1	OEM-1083-031 Panasonic Toughpad FZ-G1, 10" Tablet WIN10, 256GB SSD, 4G LTE, GPS, 2D Barcode, 3 Year Panasonic Warranty	\$0.00	\$0.00
1	MC4Core - Mobile Collection System <25K Endpoints MC4Core RF Unit (1-year warranty) OEM-1063-031 Panasonic Toughpad FZ-G1, 10" Tablet WIN10, 256GB SSD, 4G LTE, GPS, 2D Barcode, 3 Year Panasonic Warranty DCU-5302-602 MC3, Premium Accessory Kit KIT-0060-101 MC3, Portable Wiring Kit, system with tablet CFG-0175-001 MC3, Pedestal Mounted Tablet Dock	\$15,000.00	\$15,000.00
Services-			
1	USS 2-Day Onsite Services for Setup & Training Handheld, Temetra, MC4 Includes 24 hours Service \$175/hr, one trip charge \$750/trip, three Daily Per Diem at \$275 each	\$5,775.00	\$5,775.00
**NOTE**	<i>Services will be billed based on actual hours provided. Hybrid on-site/remote training options are also available.</i>		
	TOTAL as proposed above:		\$29,770.00

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. Likewise, this quotation does not include technical services related to setup, installation & configuration of proposed items unless specifically stated above. Endpoint orders not in box quantity are assessed a broken box fee of \$25. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for ninety (90) days from the quotation date, unless modified in writing by USS prior to USS acceptance.



AMR / AMI | SOFTWARE | WATER LOSS



## TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include United Systems & Software, Inc. , or "USS", whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are Net 10, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to United Systems & Software, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Marshall County, Kentucky, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Purchase Authorization—Buyer further agrees that this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement. This Agreement shall be effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Buyer Name & Title: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_





## TOUGHBOOK 33

- First fully rugged product with a 3:2 screen for easier handling and better viewing of business applications
- Generation of vehicle dock backwards compatibility<sup>1</sup>
- Infrared webcam and Windows Hello enables biometric user authentication
- Optional quick-release SSD includes insertable SmartCard CAC and long life batteries
- Twin battery design enables hot-swap battery replacement for continuous use
- Optional FirstNet Ready™ EM7511 Band 14 mobile broadband

## 12" TABLET EASILY CONVERTS TO A LAPTOP WITH OPTIONAL KEYBOARD.

The Panasonic TOUGHBOOK® 33 offers unparalleled flexibility in even the most demanding and extreme environments and is the world's first fully rugged 2-in-1 PC with a 3:2 screen. Inspired by the increasing demands of mobile professionals, the TOUGHBOOK 33 delivers rugged mobility in a highly customizable package that also includes a generation of backward compatibility<sup>1</sup>. Available innovative vehicle dock adapter allows drop-in placement onto any of Panasonic's large installed base of TOUGHBOOK 31 vehicle docks, offering investment protection while saving time and resources. A wide range of integrated options such as serial port, barcode, fingerprint, insertable and contactless SmartCard CAC readers as well as optional FirstNet Ready™ CF-33 EM7511 Band 14 mobile broadband assure TOUGHBOOK 33 can be customized to meet the unique needs of a diverse customer base.

MIL-STD-810G

MIL-STD-461F

IP65

C1D2  
HAZ LOC

4-FOOT  
DROP RATING

**TOUGHBOOK®**

[na.panasonic.com/us/TOUGHBOOK33](http://na.panasonic.com/us/TOUGHBOOK33) | 1-888-245-6344

TOUGHBOOK 33 MK2

SPEC SHEET



## SOFTWARE

- Windows® 10 Pro 64-bit
- Panasonic Utilities and Recovery Partition
- Enterprise ready driver packages including CAB files and one-click driver bundles

## CERTIFICATIONS AND DURABILITY

- MIL-STD-810G
  - 4' drop (5' tablet only) shock, bench handling, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, solar radiation, contamination by fluids, humidity, explosive atmosphere<sup>2</sup>
- MIL-STD-461F<sup>2</sup>
- IP65<sup>2</sup>
- Optional ANSI hazardous location C1D2 (class 1 div 2) groups ABCD
- Magnesium alloy chassis encased with ABS and elastomer edges
- Built-in dual purpose handle & kickstand (on optional Premium Keyboard)
- Solid state drive heater
- Removable storage drive<sup>3</sup> or optional quick-release storage drive<sup>4,5</sup>
- Removable battery
- Optional rotating hand strap
- Reinforced locking port covers
- Raised bezel for LCD impact protection
- Replaceable screen protector

## CPU

- Intel® Core™ i5-10310U vPro™ processor
  - 1.7GHz with Turbo Boost up to 4.4GHz, 6MB cache
- Intel® Core™ i7-10810U vPro™ processor
  - 1.1GHz with Turbo Boost up to 4.9GHz, 12MB cache

## STORAGE &amp; MEMORY

- Factory installed 16GB or 32GB RAM (DDR4-2666MHz)<sup>6</sup>
- 512GB or 1TB removable OPAL NVMe SSD with heater<sup>3,6</sup>
- Optional quick-release SSD (comes w/Insertable SmartCard CAC reader and long life batteries)<sup>4,5</sup>

## DISPLAY

- 12.0" 3:2 QHD 2160 x 1440
  - Capacitive gloved multi touch + digitizer
- 2-1200 nit
- Direct bonding
- Anti-reflective (AR) screen treatment
- Intel UHD Graphics
- Supports up to 5 monitors
- Concealed Mode; Day/Night Mode

## AUDIO

- Integrated dual array microphone
- Intel® High Definition Audio compliant
- Integrated 92db speakers (front-facing)
- On-screen and button volume and mute controls

## CAMERAS

- 1080p webcam w/privacy cover & dual array mic
  - Infrared with Windows Hello support
- 8MP rear camera with autofocus and triple LED flash

## KEYBOARD &amp; INPUT

- IP55 2 button digitizer pen (right click & erase), stylus holder, tether and cleaning cloth
- Supports glove mode and rain mode
- 7 tablet buttons (5 user-definable including A1/A2 buttons)
- On-screen QWERTY keyboard
- Optional emissive keyboards (Lite and Premium) and rubber keyboard (Premium):<sup>7</sup>
  - Backlit (emissive:red, rubber:white) with 4 adjustable levels
  - 87-key with dedicated Windows® key
  - Pressure-sensitive touchpad with multi touch

## INTERFACE &amp; EXPANSION

- On the tablet:
  - USB-C 10Gbps (w/PD)
  - USB-A 5Gbps (1.5A)
  - Optional USB-A 0.5Gbps<sup>8</sup>
  - HDMI
  - 10/100/1000 Ethernet RJ-45
  - Optional Serial (True) D-sub 9-pin<sup>8</sup>
  - Audio In/Out 3.5mm Mini-jack stereo
  - Dual SIM (Nano-SIM 4FF x1, eSIM x1)
- On the optional Premium Keyboard:
  - Docking Connector 25-pin
  - USB-A x3 (5Gbps x2, 0.5Gbps x1)
  - SDXC UHS-II
  - HDMI
  - VGA D-sub 15-pin
  - 10/100/1000 Ethernet RJ-45
  - Serial (USB) D-sub 9-pin

## WIRELESS

- Optional (Band 14 EM7511) 4G LTE-A multi carrier w/satellite GPS
  - AT&T, FirstNet™, Verizon
  - CBR5 Band 48 Capable<sup>9</sup>
- Optional dedicated GPS (u-blox NEO M8N)
- Dual high-gain antenna pass-through
- Intel® Wi-Fi 6 AX201
- Bluetooth® v5.1 (Class 1)

## SECURITY FEATURES

- Intel® Hardware Shield
- Secured-core PC
- TPM v.2.0
- NIST BIOS compliant
- Persistence® technology by Absolute embedded in BIOS<sup>10</sup>
- Kensington cable lock slots x2 (on tablet and optional Premium Keyboard)
- Optional fingerprint reader<sup>5</sup>
- Optional insertable SmartCard CAC reader<sup>5</sup>
- Optional contactless SmartCard CAC reader 13.56MHz (ISO 14443 A/B compliant)<sup>5</sup>

## POWER

- Li-Ion batteries x2:
  - 10 hours (20 w/opt. long life batteries)<sup>11</sup>
  - Each standard battery: 11.1V, 1990mAh
  - Each long life battery: 10.8V, 4120mAh<sup>12</sup>
- Battery charging time: 3 hours (with in parallel charging technology)<sup>11</sup>
- AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching worldwide power supply

## DIMENSIONS &amp; WEIGHT

- 12.1" x 9.6" x 0.9" (12.3" x 11.4" x 1.8" with optional Premium Keyboard)<sup>13</sup>
- 3.4 lbs. (6.1 lbs. with optional Premium Keyboard)<sup>14</sup>

## WARRANTY

- 3-year limited warranty, parts and labor

## INTEGRATED OPTIONS

- 4G LTE multi carrier with satellite GPS (Band 14 EM7511)
- Dedicated GPS (u-blox NEO-M8N)
- Choice of 1D/2D capable barcode reader (N6603), serial (true), or second USB-A port
- Choice of insertable SmartCard CAC, contactless SmartCard CAC, fingerprint reader or quick-release SSD (comes with insertable SmartCard CAC and long life batteries)
- Optional emissive or rubber keyboards

## Please consult your reseller or Panasonic representative to learn more about the TOUGHBOOK 33 and the wide variety of accessories and services offered.

- Requires purchase of 31 Vehicle Dock Adapter (VDA). VDA has been tested and approved to work with Gamber-Johnson 7160-0318 and Havis PAN-111/112 vehicle docks. Do not use with other vehicle docks without consulting first with your Panasonic representative.
- Tested by national independent third party lab following MIL-STD-810G Method 516.6 Procedure IV for transit drop test and IEC 60529 Sections 13.4, 13.6.2, 14.2.5 and 14.3 for IP. IP rating requires both batteries in tablet.
- Requires training, approval and/or purchase of a SSD no return service sku through Panasonic, otherwise any damage incurred will be out of warranty and not eligible for advance exchange. Please contact a Panasonic representative for program details.
- Optional Quick-release SSD (comes with Insertable SmartCard reader and Long Life Batteries) adds a bump out which increases overall height by 0.6" and weight by 1.3 lbs, prohibits use in convertible mode. Not compatible with 33 Tablet Vehicle Dock or rotating hand strap or shoulder strap.
- Insertable SmartCard CAC, Contactless SmartCard CAC, Fingerprint Readers & optional Quick-release SSD (comes with Insertable SmartCard CAC reader and Long Life Batteries) are mutually exclusive.
- 1GB = 1,000,000,000 bytes. Total usable memory will be less depending upon actual system configuration.
- Fn keys, I/O ports, reverse docking into convertible mode available on Premium Keyboard only. Lite Keyboard opens at 100° angle.
- Barcode, Serial (true) and USB-A 0.5Gbps Port are mutually exclusive.
- The module firmware and the device antenna system have obtained technical approval by commercial carriers in the US. It is customer's responsibility to assure that the module firmware and the device antenna system are compatible with the customer's Private LTE network using Band 48.
- Requires software and activation to enable theft protection.
- Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2014 at 150 nit and using no cellular mobile broadband.
- Long Life Batteries add a bump out which prohibits use in convertible mode. Not compatible with optional Quick-release SSD or with Gamber-Johnson CF-33 Tablet Vehicle Dock when using a rotating hand strap. For units originally ordered with standard batteries, changing to long life batteries requires a hardware retrofit to the unit. Contact the Panasonic National Service Center for information and evaluation.
- Tablet with Lite Keyboard is 12.1" (L) x 9.6" (W) x 1.5" (H). Optional Long Life Batteries adds 0.4" (H). Optional Quick-release SSD (comes with Insertable SmartCard CAC reader and Long Life Batteries) adds 0.6" (H).
- Tablet with Lite Keyboard is 4.8 lbs. Optional Long Life Batteries adds 0.8 lbs. Optional Quick-release SSD (comes with Insertable SmartCard CAC reader and Long Life Batteries) adds 1.3 lbs.





# Mobile Collector Generation 4

## Mobile Collection Systems

The Itron MC4 series is the latest generation in drive-by data collection and mobile command and control from Itron. The MC4 series includes multiple models designed to meet your specific needs.

### HIGH-PERFORMANCE COMMUNICATIONS FOR THE MOST DEMANDING APPLICATIONS

#### Mobile Collector 4 Max, Mobile Collector 4 Pro and Mobile Collector 4 Core

Performance and portability are combined with Itron's patented GPS mapping for meter reading, two-way wireless radio communications and compatibility with Itron's latest generation mobile collection apps. The MC4 series provides improvements in a utility's operational efficiencies, regardless of the type or size of their service – streamlining business processes and reducing costs associated with meter reading operations and service delivery, enhancing customer service and improving employee safety.

The MC4 series of mobile collectors will ensure you continue to benefit from your investment in Itron Advanced AMR meters and ERTs through their 20-year life.

Itron ERTs set the standard for automated meter reading (AMR) when they were introduced in the 1980s. Itron continues to invest in the ERT product family and provides ever increasing benefits from these modules used for both AMR and AMI. Over the years, evolutions have occurred including Itron's introduction of datalogging, enhanced security, remote disconnect, and other Advanced AMR capabilities that were all enabled through Itron's highly efficient ERT communication protocols.

The MC4 series of mobile collectors provide the following:

- » All the safety, accuracy, and efficiency benefits that come with Itron AMR
- » “Drop-in” compatibility with Temetra Mobile and Itron Mobile for FCS
- » Basic AMR data collection for Billing and Tamper/Event monitoring
- » Advanced AMR capability for Datalogging, Remote Disconnect, and more
- » Itron’s latest radio designs with improved read sensitivity and range
- » Ever increasing app features including Itron’s patented Endpoint Tracking for finding lost and stolen meters

## INTRODUCTION

Powered by Itron SRead™ radio technology, the MC4 Series can handle everything from basic consumption reads to the collection of interval data and performing other two-way communications with Itron’s advanced meters and ERTs for gas, water, and electricity. The MC4 Series eliminates the need for a dedicated vehicle by being small enough to easily transfer among drivers as necessary.

## FUNCTIONALITY PROFILE

Depending on the selected model, MC4 has the capacity to store and process up to 30,000 or 100,000 meter reads per shift. The MC4 Series can also collect out-of-route readings used to fulfill off-cycle reading requests without dispatching a technician. The potential savings are substantial when compared to the few hundred meters read per day by a typical walk-by employee. Itron SRead radio technology offers increased read sensitivity, simultaneously listens to over 80 channels and can conduct up to 50 two-way communications simultaneously all to improve range and reduce route processing times.

## GPS MAPPING

A built-in GPS receiver and on-board mapping software allow a user to see where the vehicle is in relation to the ERT modules and meters. Using the Windows apps from Itron, various icons indicate the completion status of each endpoint in addition to those accounts that take priority or require other special operations such as remote disconnect. A Microsoft Bing satellite view is available when the computer is connected to the Internet.

## MC4CORE FEATURES

The MC4Core is Itron’s entry-level mobile collector. While affordable, the MC4Core contains a complete and powerful set of features that work with Itron ERTs, meters and sensors. These features are available in all MC4 models:

- » Collect gas, water and electricity current index reads for billing
- » Read “bubble-up” endpoints
- » Extract 40 days of daily or hourly interval data from advanced gas, water and electricity meters and ERTs
- » Perform real-time demand reset and extract TOU data from CENTRON Bridge and CENTRON R450 Advanced meters
- » Remote disconnect for gas, water and electricity services
- » Collect leak data from water ERTs equipped with acoustic leak sensors
- » Fulfill special read requests such as move-ins and move-outs
- » Daily data for customer service and billing disputes
- » Monthly gas balancing reads
- » Data to facilitate load studies and conservation programs
- » Data to support mid-cycle rate changes

- » Extract 40 days of daily, hourly or 15-minute interval data from CENTRON® Bridge and CENTRON R450 Advanced meters
- » Ability to process multiple routes simultaneously
- » Up to 30,000 in-route reads per shift
- » Up to 30,000 out-of-route reads per shift
- » GPS mapping for reduced drivetimes
- » Exceptional meter reading performance in a small size
- » Wired or wireless data transfer using any Internet connection

## MC4PRO FEATURES

The MC4Pro includes all the features of the MC4Core plus these additional features:

- » Side looking radios to improve basic AMR read performance for reduced drivetimes and improved out-of-route read collection
- » Up to 100,000 in-route reads per shift
- » Up to 100,000 out-of-route reads per shift
- » GPS Endpoint Tracking for finding lost and stolen meters

## MC4MAX FEATURES

The MC4Max includes all the features of the MC4Core and MC4Pro plus this additional feature:

- » Ability to read Itron’s legacy wake-up ERT modules including 40G/40GB/40E/45E/40W/50W

Customers who only deployed bubble-up ERT modules will be get everything they need from the value priced MC4Core and MC4Pro. The MC4Max is only required by customers who continue to need the ability to read wake-up ERT modules.



## MOBILE COLLECTOR 4 FEATURE COMPARISON MATRIX

	MC4MAX	MC4PRO	MC4CORE
Basic AMR for billing	✓	✓	✓
Advanced AMR (Datalogging, etc.)	✓	✓	✓
Mapping	✓	✓	✓
Out-of-Route Reads	✓	✓	✓
Side Looker Radios	✓	✓	✗
Endpoint Tracking	✓	✓	✗
Wakeup Transmitter for 40G/40GB/40E/45E/40W/50W **	✓	✗	✗

\*\*Wakeup ERTs requiring a wakeup transmitter: All models of the 40G, 40W, 40E. These ERTs can be programmed in wakeup or bubble-up mode: All models of the 40GB, 50W, 45E

## SPECIFICATIONS

### Transmitter/Receiver Characteristics

- » Legacy wake-up transmitter: 952 or 956 MHz Licensed Frequency
- » Receiver: 908–924 MHz (ISM Band)
- » Two-way command transmitter: 908–924 MHz (ISM Band)
- » Transmitter power: 6.5 Watts peak
- » Output impedance: 50 ohms
- » Data integrity: verified in every message

### Antenna Specifications

- » 5 dBi omni-directional whip mounted on base with built-in 3 dBi GPS antenna.
- » Optional Side Looker (left+right), 9.1 dBi Linear Directional antenna

### Regulatory Information

- » Legacy wake-up transmitter, MAS band:
- » FCC Part 101 compliance
- » ISED RSS-119 compliance
- Two-way transmitter/receiver, ISM band:
- » FCC Part 15.247 compliance
- » ISED RSS-247 compliance

### Environmental

- » Operating temperature: -4°F to +122°F (-20°C to +50°C)
- » Storage temperature: -40°F to +160°F (-40°C to +71°C)
- » Humidity limits: 5 to 95% noncondensing relative humidity

### Physical Dimensions

- » MC4 Series Radio: 13"W x 11.25"L x 2.75"H
- » Sled: 13"W x 19"L x 9.5"H
- » CF-33 Laptop: 11.9"W x 11.5"L x 2.9"H

### Weight

- » MC4Max Radio: 10 lbs./ 4.5 kg
  - » Sled: 13.2 lbs. / 6 kg
  - » CF-33 Laptop: 8.2 lbs./ 3.7 kg
- MC4 Series comes complete with MC4 Series radio, mounting and wiring hardware, and optionally with Panasonic Toughbook or Toughpad computer.

### Panasonic Computer (Optional)

- » Choice of fully rugged Windows 10 Toughbook or Toughpad computer from Panasonic. For details, see the respective Panasonic datasheet.

### Power

- » Power supply: 12Volts DC vehicle power supply
- » Power consumption: 5 Amps maximum

### Wiring Options

- » Permanent – Permanent wiring includes a through-the-roof antenna base and a fuse block power cable
- » Portable – Portable wiring includes a magnetic-mount antenna base and a vehicle accessory power cable

### Mounting Options

- » Sled Mount – The Panasonic Toughpad vehicle dock comes attached to a sled that can be easily and safely installed on any seat in the vehicle.
- » Pedestal Mount – The Panasonic Toughpad comes with a vehicle dock that can be attached to a pedestal that is installed in the vehicle (note: the pedestal is not included).

### Endpoint Compatibility\*

#### All MC4 Models:

- » 100G gas ERT modules
- » Gen™5 500G Intelis Gas Meter
- » Gen™5 500G ERT® Module
- » Gen™5 500W ERT® Module
- » OpenWay Riva Intelis Gas Meter

- » OpenWay Riva 500G ERT® Module
- » OpenWay Riva 500W ERT® Module
- » 60W water ERT modules
- » 100W water ERT modules
- » Itron CENTRON Bridge electricity meters
- » Itron CENTRON R450 Advanced electricity meters
- » Itron CENTRON electricity meters equipped with R300 or R400 modules
- » Itron SENTINEL® electricity meters equipped with R300 modules

#### Additional Support with MC4Max

- » All legacy Itron ERT® modules
- » 40G / 40GB gas ERT modules
- » 40W / 50W water ERT Modules
- » 40E electric ERT modules

\* Supported endpoints will vary across applications. Please consult the capabilities of the software app and version.



Join us in creating a more **resourceful world**.  
To learn more visit **itron.com**

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**Phone:** 1.800.635.5461

**Fax:** 1.509.891.3355

## AFFIDAVIT OF PUBLICATION

State of Missouri, County of Polk, ss:

I, Pamela Rice, being duly sworn according to law, state that I represent the publisher of the Bolivar Herald-Free Press, a semi-weekly newspaper of general circulation in the County of Polk, where located; which has been admitted to the Post Office as periodical matter in the City of Bolivar, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050 Revised Statutes of Missouri, 2000. The affixed notice appeared in said newspaper on the following consecutive weeks:

From 06/26/2021 to 06/30/2021 both inclusive.

1st insertion, Vol. 149, No. 43, 06/26/2021  
2nd insertion, Vol. 149, No. 44, 06/30/2021  
3rd insertion, Vol.     , No.     ,  
4th insertion, Vol.     , No.     ,

Pamela D Rice  
Pamela Rice

Subscribed to and sworn to before me this 06/30/2021



My commission expires March 16, 2024

Filed and Recorded: \_\_\_\_\_

(Publication Fee, \$59.40)

### NOTICE TO BIDDERS

July 2021

Bolivar, MO 65613

Sealed bids will be received until 2:00 p.m. on July 8th, 2021 and then publicly opened at City Hall 345 S. Main, Bolivar MO.

The City of Bolivar will accept bids for a propane gas requirements contract for the period of September 1, 2021 through August 31, 2022. Formulas for price adjustments during the contract term must be set forth with particularity in the bid quotation, as well as any other services or consideration, if any, proposed to be provided upon an award of the bid.

Paula Henderson  
City Clerk

## 2021 PROPANE REQUIREMENTS CONTRACT

THIS CONTRACT made and entered into this 7 day of July, 2021, by and between THE CITY OF BOLIVAR, and Doke Propane Inc., a corporation authorized to do business in the State of Missouri, hereinafter referred to as "Supplier",

### WITNESSETH:

- (1) Supplier hereby agrees to supply The City of Bolivar, and hereby agrees to take from Supplier all of The City of Bolivar's requirements for propane gas for the period commencing: September 1st, 2021 and continuing until midnight August 31st, 2022.
- (2) The City of Bolivar agrees to pay Supplier \_\_\_\_\_ Cents per gallon for each gallon of propane delivered and filled their respective tanks as of the first fill under this agreement. Thereafter the price shall be as follows: (Check and complete **ONE** of the following)
  - a. The price shall remain fixed at \_\_\_\_\_ Cents per gallon throughout the term of this agreement.
  - b. The price shall float with each fill but at no time will the price exceed \_\_\_\_\_ cents. The formula for determining the price (subject to the maximum stated above), and shall be \_\_\_\_\_ cents per gallon above supplier's wholesale cost, including costs of transportation to its storage facilities in Polk County, Missouri. There shall be no transportation charge from those facilities to the properties of The City of Bolivar. Exhibit "A" shows historical "laid-in" cost of supplier.
  - c. The price shall float with each fill and shall be .15 cents per gallon above supplier's wholesale cost, including costs of transportation to its storage facilities in Polk County, Missouri or to the County where it maintains such facilities. There shall be no transportation charge from those facilities to the properties of The City of Bolivar.

If the price is a floating price (whether or not it is subject to a maximum), supplier agrees to supply The City of Bolivar or their respective legal counsel, accountants or other authorized agents, documentary proof of its wholesale and transportation costs at reasonable times and intervals, and upon written or oral request of such documentation.



- 1. In the event Supplier bids different prices for “bobtail” deliveries and “transport” loads, the deliveries to 1700 W Broadway shall always be at the lower of the two prices.**
- 2. Supplier assumes the duty to determine from time to time the percentage of fill and at no time shall such percentage be permitted to be less than forty percent (40%) of the City’s propane tank capacity. Should the fill level drop below that percentage, The City of Bolivar may cover without notice to Supplier for other sources of supply and Supplier shall be liable to The City of Bolivar and payable on demand for the difference between the contract rate per gallon and the rate actually paid by the City of Bolivar to cover. Unless directed otherwise in writing, Supplier shall fill the tanks to the maximum safe capacity of the tanks. In addition, the supplier’s routine checking and filling of The City of Bolivar’s tanks, Supplier will deliver and fill said tanks to their maximum safe capacity upon the request of The City of Bolivar.**
- 3. Supplier shall maintain a commercial policy of general liability insurance with minimum limits of \$1 million per occurrence and \$2 million in aggregate to pay the City of Bolivar for any loss they may suffer as a result of Supplier’s, or its employees’, negligence or recklessness in providing propane pursuant to this Agreement. Supplier shall provide a certificate of this insurance upon the request of The City of Bolivar.**
- 4. In the event The City of Bolivar shall hire an attorney to enforce any term of this Agreement, Supplier agrees to pay all reasonable attorney fees and costs. Supplier agrees that any action to enforce the terms of this Agreement shall be brought in the Circuit Court of Polk County, Missouri.**
- 5. Supplier understands and agrees that the operation of The City of Bolivar and facilities is totally dependent upon a constant supply of propane gas and that the interruption of such supply and inability of The City of Bolivar to cover from other sources will of necessity result in a closure of the facility and substantial consequential damages. Therefore, failure of Supplier to comply with the provisions of this contract pertaining to fill levels shall be deemed a material breach of Agreement for which The City of Bolivar shall exercise any and all rights granted to it under the provisions of the Uniform Commercial Code of Missouri and any other applicable Statutes or Common Law.**
- 6. The City of Bolivar shall pay supplier by the 20<sup>th</sup> day of the month following the month in which the propane was delivered. For instance, if the propane is delivered on March 10, the invoice will be due by April 20.**

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by authorized agents as indicated below the day and year first above written.

**THE CITY OF BOLIVAR**

\_\_\_\_\_  
**Christopher D. Warwick, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Paula Henderson, City Clerk**

Doke Propane, Inc.  
**(Supplier)**

By: James Doke  
**Signature**  
Pres.  
**Title**

**SPECIAL EVENT APPLICATION**

**APPLICANT AND ORGANIZATION INFORMATION**

Sponsor Name: The Cattle Barons Boutique  
 Address: 201 S. Main Ave  
 City: Bolivar State: MO Zip: 65613  
 Daytime phone: 417 543 6401 Cell phone: " ← "  
 Fax: \_\_\_\_\_ Cell phone (during event): " "  
 Email: thecattlebaronsboutique@gmail.com  
 Preferred method of contact: cell phone / daytime phone

**EVENT INFORMATION**

Event name: CBB Birthday Bash  
 Event location: 201 S. Main Ave Bolivar MO 65613  
 Date & time of Set up: July 24<sup>th</sup> 2021  
 Date & time of Event: 8am 7/24/21  
 Date & time of Clean up: 11 pm 7/24/21  
 Anticipated number of attendees: 200 in and out

Will the event sponsor be present and in charge of the event at all times? ☒ Yes ☐ No

If no, please provide name of responsible party present.

Name: Hannah Fisher Cell phone (during event): 417 543 6401

Type of activities planned (check all that apply):

- |  |   |                                   |
|--|---|-----------------------------------|
| <input checked="" type="checkbox"/> Carnival | <input checked="" type="checkbox"/> Concert   | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Fireworks           | <input type="checkbox"/> Parade   | <input type="checkbox"/> Run/Walk |
| <input type="checkbox"/> Sporting Event      | <input type="checkbox"/> Other (please explain) <u>food truck &amp; succulent bar</u> |                                   |

Will the following be served? (check all that apply) ☒ Food ☐ Alcohol

*If food is being served, a permit with the Polk County Health Center shall be obtained. Event sponsor will be responsible to monitor alcohol remains in defined event area.*

Will temporary booths be set up? ☒ Yes ☐ No

If yes, will goods be available for purchase? ☒ Yes ☐ No

*Sponsor is required to obtain a City business license for all vendors selling goods during the event.*

Will event be open to the public? ☒ Yes ☐ No

Will admission be charged? ☐ Yes ☐ No

Will donations be accepted? ☐ Yes ☐ No

Will electricity be required? ☐ Yes ☐ No

Will generators be used? ☐ Yes ☐ No

Will live music be performed? ☒ Yes ☐ No

Will a stage be set up/constructed? ☒ Yes ☐ No

Please list performance times Members only at night

Will banners/signs be installed? ☐ Yes ☐ No

*ALL signs require a sign permit issued by the Community Development Department. With the approval of the Special Events Permit, the organization is entitled to 2 cost-free sign permits. The cost-free permits still require a sign application and approval by the Community Development Department. All other signs require sign application submission, approval and permit charge.*

Is this an event for Charity? ☐ Yes ☒ No

List participating organizations/with name of contact (attach list if needed)

Organization: \_\_\_\_\_ Contact \_\_\_\_\_

Organization: \_\_\_\_\_ Contact \_\_\_\_\_

Organization: \_\_\_\_\_ Contact \_\_\_\_\_

Please indicate who is planned to provide the following services(for EMS, Fire, and security only check City provided if you want dedicated staffing at your event. This will incur additional charges):

Service	City provided	Self provided	Not Applicable
Crowd Control		X	
EMS Services			
Fire Watch			
Restroom Facilities		X	
Security		X	
Street Barricades	X		
Traffic Control			
Trash clean-up*			

*\*The City reserves the right to charge the event sponsor for clean-up provided by the City.*

In addition to the information provided above, please provide a detailed narrative description of the event. Also provide a map illustrating the locations of the activities planned and requested street barricades. (Except for very limited circumstances, the City will require that a street closing be from cross intersection to cross intersection so that no traffic can turn into closed street.) Please use additional sheets as needed.

We are hosting our one year birthday  
bash and will have a succulent truck set up  
as well as a face painting station, and different  
tent vendors to set up. That evening we will have a  
concert where a stage will be set up etc.

I hereby agree that my organization will comply with all City, County and State regulations and those that are specific to public safety.

Signature: Hannah Fisher Print: Hannah Fisher

Organization Name: The Cattle Barons Boutique Date: 7/12/21

**CITY USE ONLY**

Date submitted: 7.13.2021

Date scheduled to be presented to Council: \_\_\_\_\_

Emergency Management: \_\_\_\_\_ Date: \_\_\_\_\_

Community Development: \_\_\_\_\_ Date: \_\_\_\_\_

Building Inspector (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Date presented to Council: \_\_\_\_\_

☐ Approved ☐ Rejected

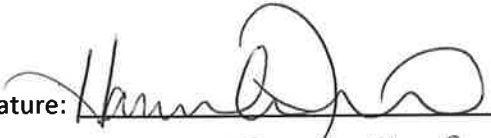
Initials: \_\_\_\_\_

\* Requesting to close Jackson Street inbetween Main and Missouri -  
will leave bank exit open while bank is open.

## HOLD HARMLESS AGREEMENT

To the extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Bolivar, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including by not limited to attorney's fees, court costs or alternative dispute resolution costs arising out of, or related to, Sponsor's use of city streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

1. Sponsor shall purchase and maintain the following insurance, at Sponsor's expense:
  - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis
  - Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hire automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 per accident
2. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the city.
3. Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
4. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

Signature:  Print: Hannah Fisher  
Organization Name: The Cattle Barons Boutique Date: 7/12/21  
City of Bolivar Representative: Paula Henderson Date: 7-13-21