

A G E N D A
WORK SESSION MEETING
City of Moberly
December 06, 2021
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Review of Change Order #2 For A Decrease At The Omar N. Bradley Regional Airport, Project #19-034A-1.
2. An Ordinance Authorizing The City Manager Of Moberly, Missouri To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.
3. Review Of A Proposal From Blue Valley Public Safety, Inc. For The Removal Of The Old Siren On Top Of The Kelly Hotel.
4. Review Of Change Order #1 and Change Order # 2 In The Amount Of \$6,622.00 For The New Rosenbauer Fire Engine.
5. An application submitted by Nate Kohl on behalf of Larry Schnell requesting a zoning change from a R-1 (Single-Family Residential District) to an R-3/PD (Multifamily Dwelling District/Planned Development) for the property located in 1300-1800 blocks of S Williams Street.
6. An application submitted by Simon Struempf Engineering on behalf of Adair Hathaway requesting a zoning change from a B-3 (General Commercial District) to an R-3/PD (Multifamily Dwelling District/Planned Development) for the property located at S Morley Street and E Urbandale Drive.
7. Discussion Regarding Proposals From Vendors (2) For Annual Generator Maintenance Services Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
8. Discussion Regarding A Proposal From Jacobs Engineering Group Inc For Professional Engineering Services To Design The Moberly Water Treatment Plant (WTP) Upflow Clarifier Rehabilitation, Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
9. A Resolution Of The City Of Moberly, Missouri, Stating Intent To Seek Funding Through The Community Development Block Grant Program And Authorizing The Mayor To Pursue Activities In An Attempt To Secure Funding.
10. Resolution approving Community Policing Contact between Moberly Police Department and the Moberly Housing Authority.
11. Proposals for fiber-based internet service to specific locations
12. Request For Approving A Resolution Authorizing The Moberly Fire Department To Submit A Grant Application Through The Assistance To Firefighters Grant Program (2021 Program)

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Public Works

Date: December 6, 2021

Agenda Item: Change order #2 for a decrease at the Omar N. Bradley Regional Airport, Project #19-034A-1.

Summary: This change primarily reconciles the contract quantities to match the as-built quantities. This change order reduces the construction amount by \$48,553.30.

Recommended Action: Direct staff to bring forward to the December 20, 2021 regular City Council meeting for final approval.

Fund Name: Airport Construction

Account Number: 120.000.5409

Available Budget \$: -139,856.26

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

CHANGE ORDER / SUPPLEMENTAL AGREEMENT

SHEET NO. 1 of 1

SEQUENCE NO.: 2

TO Emery Sapp and Sons, Inc. CONTRACTOR

COUNTY: Randolph

AIRPORT: Omar N. Bradley

PROJECT NO.: 19-034A-1

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

See additional sheets.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
		Change Order Items							
1	2	Erosion Control Barrier (Silt Fence)	1,020	925	95	L.F.	\$ 2.85		\$270.75
2	3	Erosion Control Barrier (Straw Wattle)	1,410	1,438	28	L.F.	\$ 3.80	\$106.40	
3	5	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASE 1)	100%	0%	100%	L.S.	\$ 60,700.00		\$60,700.00
4	6	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASES 2-3)	100%	200%	100%	L.S.	\$ 16,000.00	\$16,000.00	
5	13	Embankment In Place	62,868	62,305	563	C.Y.	\$ 5.90		\$3,321.70
6	18	P.C.C. Pavement (6")	2,793	2,828.0	35	S.Y.	\$ 64.00	\$2,240.00	
7	20	Permanent ReflectORIZED Pavement Marking (White) (Solid)	14,672	25,456.0	10,784	S.F.	\$ 2.05	\$22,107.20	
8	21	Permanent ReflectORIZED Pavement Marking (White) (Striated)	5,814	0	5,814	S.F.	\$ 3.05		\$17,732.70
9	24	Temporary Non-ReflectORIZED Pavement Marking (White) (Solid)	14,672	255	14,417	S.F.	\$ 0.75		\$10,812.75
10	25	Temporary Non-ReflectORIZED Pavement Marking (White) (Striated)	5,814	0.0	5,814	S.F.	\$ 1.20		\$6,976.80
11	26	Temporary Non-ReflectORIZED Pavement Marking (Yellow)	2,289	315	1,974	S.F.	\$ 1.85		\$3,651.90
12	34	Perforated Underdrain (4")	11,858	11,802	56	L.F.	\$ 14.00		\$784.00
13	36	Non-Perforated Outlet Pipe (4") (Sch. 80)	405	324	81	L.F.	\$ 15.00		\$1,215.00
14	39	Erosion Control Blanket, Type 2C	32,218	32,498	280	S.Y.	\$ 1.50	\$420.00	
15	41	Permanent Seeding	28.7	32.4	3.7	Ac.	\$ 800.00	\$2,960.00	
16	42	Temporary Seeding	28.7	6.0	22.7	Ac.	\$ 340.00		\$7,718.00
17	44	Hydro-Mulch	27.1	30.8	3.7	Ac.	\$ 1,300.00	\$4,810.00	
18	45	Trenching for Direct Buried Cable	2,000	2,186	186	L.F.	\$ 3.45	\$641.70	
		Supplemental Agreement Items							
19	SA2.1	Furnish & Install 2' x 3' x 2' Concrete Manhole	0	2	2	Each	\$7,672.50	\$15,345.00	
TOTALS								\$64,630.30	\$113,183.60

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT
2. OVERRUN OR UNDERRUN THIS ORDER (H-I)
3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER)
4. TOTAL OVERRUN TO DATE (2+3)
5. TOTAL (1+4)

\$5,564,703.05



(\$48,553.30)

\$62,802.65

\$14,249.35

\$5,578,952.40

4. COMMENTS:

		11/12/2021		THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.	
SUBMITTED - PROJECT ENGINEER		DATE			
APPROVED - SPONSOR		DATE			
APPROVED - MoDOT AVIATION		DATE			
				Emery Sapp and Sons, Inc. CONTRACTOR (Company Name)	
					
				11/15/2021	
				SIGNATURE (Authorized Representative)	
				DATE	

FILENAME: I:\KAC\PRJ\000012366\TO1_RW 13-31\PROJECT FILES\AE\CHANGE ORDER\ChangeOrders.xls\CO2

DESCRIPTION AND REASON FOR CHANGE TO PLAN QUANTITIES

SHEET NO. 2 of 2

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT
1	2	Erosion Control Barrier (Silt Fence) This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	1,020	925	95
2	3	Erosion Control Barrier (Straw Wattle) This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	1,410	1,438	28
3	5	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASE 1) Before Phase 1 began it was determined that the construction time could be reduced if the displaced threshold and associated temporary work was removed from the scope. The owner agreed to a full runway closure as at a reduced timeframe. Therefore, this pay item could be eliminated.	100%	0%	100%
4	6	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASES 2-3) Before Phase 1 began it was determined that the construction time could be reduced if the displaced threshold and associated temporary work was removed from the scope. The owner agreed to a full runway closure as at a reduced timeframe. Therefore, this pay item was doubled at the same time as Pay Item #5 was eliminated.	100%	200%	100%
5	13	Embankment In Place This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	62,868	62,305	563
6	18	P.C.C. Pavement (6") A small "driveway" was paved adjacent to the runway for access to the AWOS. This "fod" barrier allows for all weather access to the weather station while reducing the potential for FOD on the runway.	2,793	2,828	35
7	20	Permanent Reflectorized Pavement Marking (White) (Solid) The plans called for striated pavement markings. During construction, these markings were replaced with traditional full width paint stripes.	14,672	25,456	10,784
8	21	Permanent Reflectorized Pavement Marking (White) (Striated) The plans called for striated pavement markings. During construction, these markings were replaced with traditional full width paint stripes.	5,814	0	5,814
9	24	Temporary Non-Reflectorized Pavement Marking (White) (Solid) Timing of construction was such that very little to no temporary pavement markings were necessary.	14,672	255	14,417
10	25	Temporary Non-Reflectorized Pavement Marking (White) (Striated) Timing of construction was such that very little to no temporary pavement markings were necessary.	5,814	0	5,814
11	26	Temporary Non-Reflectorized Pavement Marking (Yellow) Timing of construction was such that very little to no temporary pavement markings were necessary.	2,289	315	1,974
12	34	Perforated Underdrain (4") This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	11,858	11,802	56
13	36	Non-Perforated Outlet Pipe (4") (Sch. 80) This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	405	324	81
14	39	Erosion Control Blanket, Type 2C This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	32,218	32,498	280
15	41	Permanent Seeding This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	28.7	32.4	3.7
16	42	Temporary Seeding Timing of construction was such that this pay item could be drastically reduced.	28.7	6.0	22.7
17	44	Hydro-Mulch This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	27	31	4
18	45	Trenching for Direct Buried Cable This change order reconciles the contract quantity of this pay item to match the field measured or as-built quantity.	2,000	2,186	186
19	SA2.1	Furnish & Install 2' x 3' x 2' Concrete Manhole An electrical manhole is necessary to transition from small to larger conduits near the terminal building and at the end of the homerun between the parallel taxiway and runway. See record drawings.	0	2	2

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.

Department: Administration

Date: December 7, 2020

Agenda Item: An Ordinance Authorizing The City Manager Of Moberly, Missouri To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

Summary: Attached is the Chamber's proposal for the 2022 Tourism Contract. We have a cost for services at \$85,200. Attached is a plan for the 2021 Tourism Advertising dollars. These funds will be used to promote events and attractions. Our marketing plan also allows for radio and print advertising in addition to the social media ads. The Marketing Plan is still very heavy on social media advertising so that we can easily track engagement and see ROI on our advertising investment.

Recommended

Action: Approve this ordinance

Fund Name: Non-Resident Lodging Tax Fund/Contract Services

Account Number: 102.000.5406

Available Budget \$: 85,000.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

CITY OF MOBERLY
TOURISM PROMOTION SERVICES AGREEMENT

The City of Moberly ("City") and the Moberly Chamber of Commerce ("Chamber"), referred to collectively as the "Parties," enter into the following Agreement for Tourism Promotion services:

I. Scope: The Chamber shall provide tourism promotion services for the City. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City. The Chamber shall annually provide to the City a marketing and work plan, setting forth its goals and objectives for successful tourism promotion. The Chamber shall contract for services of a professional destination consulting services to conduct a Tourism Strategic Plan for the City of Moberly as attached to this agreement.

II. Term: This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until December 31, 2022 unless terminated earlier pursuant to Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement the City shall pay the Chamber an amount of \$85,200 annually. These funds may be paid monthly in an amount equal to \$7,100.00 per month.

The Chamber shall submit periodic billing statements detailing activities and services performed by the Chamber specifically promoting tourism in the City of Moberly including measurable results. Upon receipt of a conforming billing statement, the City shall promptly process payment within 30 days. If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve the Chamber of its obligations under this Agreement.

The Chamber shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement.

IV. Relationship of Parties: The Chamber represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. The Chamber and its personnel are independent contractors and not employees of the City. The Chamber and its personnel have no authority to bind the City or to control the City's employees and other contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub consultants of the Chamber. The Chamber will be solely

and entirely responsible for its acts and for the acts of the Chamber's agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work.

As an independent contractor, the Chamber is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the Chamber or its personnel. As an independent contractor, the Chamber is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due to the Chamber.

V. Indemnification: The Chamber shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

The provisions of this section shall survive the expiration or termination of this Agreement.

VI. Insurance: Prior to and during the performance of the work covered by this Agreement, the Chamber shall make available, upon request from the Director of Finance for the City, the evidence that it has obtained and maintains in full force and effect during the term of this Agreement comprehensive general liability insurance coverage. In the event the Chamber organizes, promotes or sponsors an event involving the sale or consumption of food or alcoholic beverages, the Chamber shall also provide evidence, upon request from the City, that it has obtained products liability and liquor liability insurance of at least \$1,000,000.00 per occurrence, for each event. The City shall be named as additional insured and a copy of the appropriate additional insured endorsement shall be provided to the City's Director of Finance. The Director of Finance shall be provided thirty (30) days written notice of any cancellation of said insurance.

VII. General Conditions:

A. Reports and Information: The Chamber shall attend all quarterly Moberly Tourism Commission meetings and provide a report on activities for the previous quarter. The Chamber shall furnish monthly reports and documents on matters covered by this Agreement to the City Council. The reports and documents shall be furnished in the time and form requested. Such reports and

documents shall include: list of all tourism activities conducted on behalf of the City, special events sponsored by the Chamber, the estimated number of tourists and/or persons traveling to the destination, and the estimated number of lodging stays generated per tourism-related event.

B. Work Performed at the Chamber's Risk: The Chamber shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Chambers own risk, and the Chamber shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

C. Place of Work: The Chamber shall perform the work authorized under this Agreement at its offices in Moberly, Missouri or at the offsite office of an independent contractor. Any necessary meetings with the City staff shall take place at the City's offices, or at locations mutually agreed upon by the parties.

D. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

E. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

F. Modification: This Agreement may only be modified by written instrument signed by both Parties.

G. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

ADDRESS:
City of Moberly
Attn: City Clerk
101 West Reed Street
Moberly, MO 65270

ADDRESS:
Moberly Chamber of Commerce
Attn: Executive Director
211 West Reed Street
Moberly, MO 65270

H. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

I. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

J. Compliance with Laws: The Chamber shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

K. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Missouri. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Randolph County District Court.

L. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

M. Assignment: Any assignment of this agreement by the Chamber without the written consent of the City shall be void.

VIII. Nondiscrimination: The Chamber shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, sexual orientation or disability, except for employment actions based on bona fide occupational qualification.

IX. Termination: This Agreement may be terminated by either party for convenience upon sixty (60) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services the Chamber is providing to the City as of the effective date of termination.

X. Termination of Other Contracts. This Agreement shall supersede all prior Agreements between the parties relating to the use of Hotel/Motel Tax.

CITY OF MOBERLY

By: _____

Name: Brian Crane

TITLE: City Manager

Date: _____

Attest: _____

City Clerk

MOBERLY CHAMBER OF COMMERCE

By: _____

Name: Heather Martin

TITLE: President

Date: _____



2022 Tourism Budget

Tourism Promotion Services Agreement

REVENUES

Item Number	Description		
102.000.4114	Non-resident Lodging Tax	\$	85,200.00

EXPENSES

Item Number	Description		
102.000.5212	Advertising	\$	18,200.00
102.000.5406	Contract Labor	\$	60,000.00
102.000.5411	Administrative Fees	\$	7,000.00
102.000.5506	Consultant Contract	\$	-
		\$	85,200.00



monthly billing

\$	1,516.67
\$	5,000.00
\$	583.33

\$	7,100.00
----	----------



2022 Tourism Budget



Month:	Item Type:	Estimated Budget	Actual Cost:
Marketing Budget			
Printed Materials:			
	New Designed Visitors Guide	\$ 2,000.00	
	Other Printed Materials	\$ 1,700.00	
Ad Design Cost:		\$ 950.00	
MMG FY21			
Facebook/Instagram			
Feb	Date Night Ad	\$ 200.00	
March	Memory Lanes	\$ 100.00	
April	4th Street Theatre Play	\$ 100.00	
May	Rothwell Park	\$ 300.00	
May	Shopping Ad	\$ 300.00	
June	Moberly Five and Drive	\$ 200.00	
June	Amish Ad	\$ 200.00	
June	Distillery Ad	\$ 200.00	
June	Railroad Days	\$ 100.00	
July	4th Street Theatre Play	\$ 100.00	
July	HLR Motorsports	\$ 200.00	
Aug	Missouri Masters	\$ 200.00	
Aug	Restaurant Ad	\$ 300.00	
Aug	Higbee Fair	\$ 100.00	
Aug	Gus Macker	\$ 300.00	
Sept	Junk Junktion	\$ 400.00	
Oct	Shepherd Farms	\$ 100.00	
Nov	Christmas Festival	\$ 300.00	
Dec	Christmas Shopping	\$ 500.00	
Dec	4th Street Theatre Play	\$ 100.00	
Spring	Show Me Missouri	\$ 1,050.00	
Summer	Show Me Missouri	\$ 1,050.00	
Fall	Show Me Missouri	\$ 1,050.00	
Winter	Show Me Missouri	\$ 1,050.00	
Total		\$ 8,100.00	
Other:			
All Year	SEM	\$ 4,800.00	
	Softwear	\$ 500.00	
	Missouri Travel Alliance Dues	\$ 150.00	
Marketing Total:		\$ 18,200.00	

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Fire/EMD

Date: December 6, 2021

Agenda Item: Review Of A Proposal From Blue Valley Public Safety, Inc. For The Removal Of The Old Siren On Top Of The Kelly Hotel

Summary: To consider and accept the quote of \$4,545.00 for the removal of the old siren that is located on top of the Kelly Hotel. The siren is now considered a redundant siren which may be removed from the system. The condition of the siren mounting and the surrounding roofing is not in the best condition and could be considered as a safety hazard.

Recommended Action: Approve and Move Forward

Fund Name: General Equipment Maintenance

Account Number: 100.012.5311

Available Budget \$: 0.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

WS #3.

Contact Name: Fire Chief Don Ryan
Customer: City of Moberly
Address: 310 N. Clark St.
City: Moberly
State: MO
Zip: 65270
Phone: 660-269-8705
Cell: 319-750-0291
Fax: *
Email: ryand@moberlyfd.com
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS
901211043
Please reference quote
no. on your order
Date Quoted: 9/1/21

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Services					
1	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 2,795.00	\$ 2,795.00
2	1	BV-CR	CRANE RENTAL	\$ 1,750.00	\$ 1,750.00
				Total Services	\$ 4,545.00
				Total Project	\$ 4,545.00

Options					
1		BV-Traffic	Traffic Control, if required	\$ 750.00	
2		BV-PERMIT	Cost associated with electrical inspections / permits, if required	\$ 1,250.00	

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms:
Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Brian Cates

Signature

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____
Title: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@b...ne.com

17



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

WS #3.

Quotation No.: BVPS
901211043

TERMS

(1) AGREEMENT AND LIMITATIONS. The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

(2) TERMINATION OR MODIFICATION. The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) PRICE AND PAYMENT. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. PAST DUE INTEREST: Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by the law, whichever is less.

(4) RISK OF LOSS. The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) DELIVERY. Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) DEDUCTIONS AND RETURNS. Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) LIMITED MANUFACTURER'S WARRANTY. Regarding Federal Signal products - The Electrical Products Division, Federal Signal Corporation (Federal) warrants all goods for five years on parts and 2-1/2 years on labor under the following conditions and exceptions: Federal warrants that all goods of Federal's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Federal such goods shall be commercially free from defects in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Federal or its authorized representative or if five years have elapsed from the date of shipment of the goods by Federal with the following exceptions: lamps or strobe tubes are not covered under this warranty. Outdoor warning sirens and controllers manufactured by Federal Warning Systems are warranted for two years on parts and one year on labor. No agent, employee, representative or distributor of Federal has any authority to bind Federal to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Federal shall be given reasonable opportunity to investigate all claims for allegedly defective goods. Upon Federal's instruction a sample only of allegedly defective goods shall be returned to Federal for its inspection and approval. The basis of all claims for alleged defects in the goods not discoverable upon reasonable inspection thereof pursuant to paragraph 8 hereof must be fully explained in writing and received by Federal within thirty days after buyer learns of the defect or such claim shall be deemed waived.

(10) REMEDIES AND LIMITATIONS OF LIABILITY. In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price theretofore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; wars; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) ASSIGNMENT AND DELEGATION. No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

(12) SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@b18ne.com



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

WS #3.

(13) INSTALLATION. Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(14) GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Missouri. Whenever a term defined by the Uniform Commercial Code as adopted in Missouri is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(15) ADDITIONAL TERMS. Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in this Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$800.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

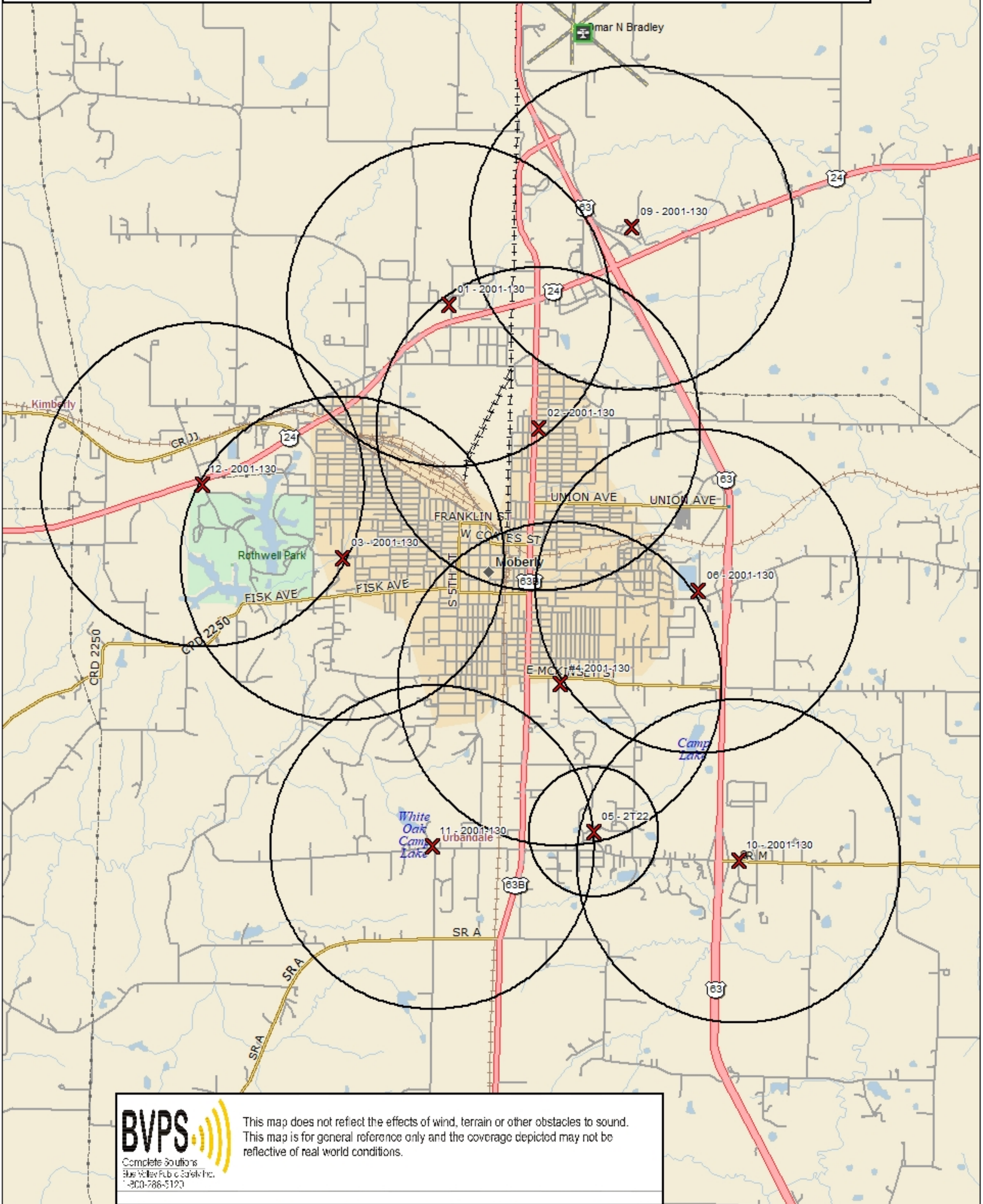
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@b...ne.com

19

Moberly, MO Current Siren Coverage November 2021



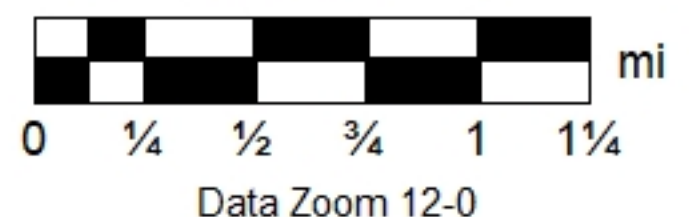
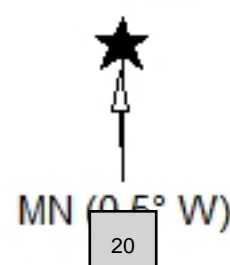
BVPS
Complete Solutions
Blue Water Public Safety Inc.
1-800-786-5123

This map does not reflect the effects of wind, terrain or other obstacles to sound.
This map is for general reference only and the coverage depicted may not be
reflective of real world conditions.

Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2015.

www.delorme.com



City of Moberly

City Council Agenda Summary

Agenda Number: WS #4.

Department: Fire

Date: December 6, 2021

Agenda Item: Review Of Change Order #1 and Change Order # 2 In The Amount Of \$6,622.00 For The New Rosenbauer Fire Engine

Summary: The increase covers the adjustments made in additional warning lights, the addition or removal of shelving/cabinetry/seating, electrical corrections, and graphics corrections

Recommended Action: Please direct staff to approve and move forward.

Fund Name: General Fund

Account Number:

Available Budget \$: 0.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

Change Order

HEIMAN INC.

(BODY)

WS #4.

Fire Department: City of Moberly / Moberly Fire Department
Attention: Chief Ryan
101 W Reed Street
Moberly, MO 65270

Date: 11/21/2021

Change Order Requested From XX Fire Dept. Dealer Rosenbauer Change Order No. (1)

We Hereby Agree to Make the change(s) specified below:

#1 ADD a pair of Upper Side Front (RED) Warning Lights. The lights added will get installed directly rearward of the forward scene lights already specified.

Add: \$762.00

#2 ADD a set of Lower Mid Chassis (RED) Warning Lights to the cab sides (over the tire on each side).

Add: \$620.00

#3 CLARIFY that the Production Specification will get noted to install the Refrigerator specified in the cab. Included in locating the fridge is ADDING a cabinet to secure the unit for travel and to provide the adequate ventilation needed.

Note: The EMS Cabinet Delete was handled on the Chassis Change Order (item #1).

Note: (1) of the twist lock receptacles originally specified for the body compartments has been moved to the cab and changed to a straight blade for the refrigerator.

Note: The cabinet above the fridge discussed at your Pre-Construction conference can be addressed at completion since the area available above is unknown at this time.

Add: \$1,092.00

#4 CLARIFY that seven (7) adjustable shelves will get located as follows:

- <> One (1) in Compartment L-1 / Upper Portion
- <> Two (2) in L-3 / Upper Portion
- <> Two (2) in R-1 / Upper Portion
- <> Two (2) in R-3 / Upper Portion

Note: One (1) shelf from what was originally specified has been deleted.

Deduct: (\$125.00)

#5 CLARIFY that two (2) floor mounted roll-out trays will get located as follows:

- <> One (1) in Compartment R-3
- <> One (1) in the Rear Center Compartment

~ No Charge ~

#6 ADD an Inverter to power the outlets in the cab and body compartment Via an automatic transfer switch when the apparatus is not powered through shoreline.

Note: The Vanner LifeStar 20-1000 TUL-DC Invertor installed will have receptacles (x2) included in the housing of the unit itself.

Note: The unit will get noted to install behind the officer seat as the 1st choice and if room doesn't allow to mount above or below the fridge where room allows.

Add: \$3,876.00

#7 CLARIFY that one (1) Twist Lock Receptacle will be provided in Compartment R-3 on the Upper Rearward Wall (forward facing).

Note: The 2nd twist lock originally has been deleted and a single Straight Blade receptacle has been placed in the cab for the refrigerator.

Note: Both power sources will be powered through inverter added above.

Deduct: (\$278.00)

#8 ADD one (1) Power Strip (4plug) powered through the chassis shoreline. The power strip will get installed in the EMS compartment in the cab behind the Officer's seat.

Note: The power strip (wired through the inverter also) will get installed inside the compartment on the forward wall, towards the top.

Add: \$339.00

#9 ADD winch receivers/tie-offs (2) to the rear sides of the body (behind the wheels), one (1) each side.

Note: A rear receiver tie-off or hitch and power are NOT being provided on the completed apparatus.

Add: \$766.00

#10 CLARIFY that we are still waiting on the paint samples and break form from the chassis manufacturer, once received we will coordinate forwarding them on for signature and approval.

~ No Charge ~

#11 DELETE the 4" Goldleaf Lettering for the cab doors originally specified.

Note: The lettering "MOBERLY" for the Rear Center Compartment door will be included in with the Upper Body Side Lettering Instructions.

Deduct: (\$576.00)

#12 ADD Upper Body and Rear Center Compartment Door Lettering. "Engine Turned" Gold Lettering (outlined in Black) between 6 and 10" (sized-to-fit) will be applied to the completed apparatus as follows:

CITY OF MOBERLY

FIRE DEPARTMENT 6 - 10" Straight and Centered on the Upper Body Panels on Both Sides.

MOBERLY

4 - 6" Straight and Centered on the Rear Center Roll-Up Door.

Note: "City of Moberly" will stagger in size from the outboard (largest letters) sides to the center (smallest), "Fire Department" will be one size letters centered below as shown in the photo provided from Pre-Construction.

Note: The lettering on the Rear Center Roll-Up Door will be applied over the Chevron Striping.

Add: \$2,038.00

#13 ADD "Engine Turned" Gold (outlined in Black) Door Seals to the front cab doors of the completed apparatus.

Note: The seal applied will be sized-to-fit and centered in the panel space available on both doors.

Add: \$544.00

#14 ADD Black Pin Striping to the Paint Break line on the chassis.

Add: \$179.00

#15 CHANGE the Perimeter Striping from a 4" WHITE Straight Stripe to a 1 x 6 x 1" Hockey Stick Style Stripe w/BUE pin striping (1" and 1/4").

Add: \$1,525.00

WE AGREE hereby to make change(s) specified above at this price **\$ 10,762.00**

Due to lead times of components and in fabrication this change order may delay delivery.

ACCEPTED -The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (contractor)

Date of acceptance / /

Authorized Signature (Fire Department)

Date of acceptance / /

Change Order HEIMAN INC. (CHASSIS)

WS #4.

Fire Department: City of Moberly / Moberly Fire Department
Attention: Chief Ryan
101 W Reed Street
Moberly, MO 65270

Date: 11/22/2021

Change Order Requested From XX Fire Dept. Dealer Rosenbauer Change Order No. (2A)

We Hereby Agree to Make the change(s) specified below:

#1 DELETE the Driver's Side EMS Compartment in the cab for the refrigerator specified in the Body Specification.

Note: The location of the refrigerator will get clarified on HCO #1 (item #3).

Deduct: - \$2,402.00

#2 DELETE the Center Forward Facing Seat in the crew area of the cab.

Deduct: - \$1,738.00

#3 CLARIFY that the Production Specification will get noted to move the Battery Charger from on top of the EMS Cabinet deleted (item #1) to on the floor behind the Driver's Seat.

Note: The Inverter added through HCO #1 (item #6) will need to go behind the Officer's seat if room allows, if not above or below the fridge.

~ No Charge~

WE AGREE hereby to make change(s) specified above at this price **- \$4,140.00**

Due to lead times of components and in fabrication this change order may delay delivery.

ACCEPTED -The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (contractor)

Date of acceptance / /

Authorized Signature (Fire Department)

Date of acceptance / /

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Comm. Dev.

Date: December 6, 2021

Agenda Item: An application submitted by Nate Kohl on behalf of Larry Schnell requesting a zoning change from a R-1 (Single-Family Residential District) to an R-3/PD (Multifamily Dwelling District/Planned Development) for the property located in 1300-1800 blocks of S Williams Street.

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 1300-1800 S Williams St. Attached is a copy of the staff report, application and a map of the property.

Recommended Action: Direct staff to bring forward to the December 20, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL**Article 10 – Planned Development Procedure****CITY OF MOBERLY, MISSOURI
REZONING APPLICATION**Return Form to:

Community Development Director
 City of Moberly
 101 West Reed Street
 Moberly, MO 65270-1551
 (660) 263-4420
 (660) 263-9398 (fax)

For Office Use Only

Case ID.: _____
 Date Advertised: _____
 Date Notices Sent: _____
 Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Larry Linda Schnell Phone: 573-PP1-4036
 Address: 13255 N. Rt. 2 Centralia MO Zip: 65240
 Owner: Larry Linda Schnell Phone: 573-PP1-4036
 Address: 13255 N. Rt. 2 Centralia MO Zip: 65240

PROPERTY INFORMATION:

Street Address or General Location of Property: 1500 - 1800 Block S. Williams St.
 Property is Located In (Legal Description): See Attached

Present Zoning: R-1 Requested Zoning: R-3 PD Acreage: 30.86 Acres

Present Use of Property: Open Field

Character of the Neighborhood: Residential

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>S/F Residential</u>	<u>R-3 PD</u>
South	<u>S/F Residential</u>	<u>R-1</u>
East	<u>Railroad Tracks</u>	<u>NA</u>
West	<u>S/F Residential</u>	<u>R-1</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes _____ No X

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes _____ No X

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes X No _____

2. Is the proposed change consistent with the Future Land Use Map?

Yes X No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Shepherd Brothers Blvd
South Williams St, Urbandale Dr.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL**Article 10 – Planned Development Procedure**

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
South Williams St.	Arterial	60' ROW
Shepherd Brothers Blvd.	Collector	50' ROW
Urbandale Dr.	Arterial	60' ROW

3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No X

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | |
|--|--------------|-------------|
| 1. Appropriately Sized Lots? | Yes <u>X</u> | No _____ |
| 2. Properly Sized Street Right-of-Way? | Yes _____ | No <u>X</u> |
| 3. Drainage Easements? | Yes <u>X</u> | No _____ |
| 4. Utility Easements: | | |
| Electricity? | Yes <u>X</u> | No _____ |
| Gas? | Yes <u>X</u> | No _____ |
| Sewers? | Yes <u>X</u> | No _____ |
| Water? | Yes <u>X</u> | No _____ |

5. Additional Comments: _____

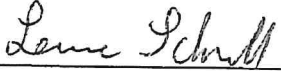
UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- One copy of a legal description of the property proposed to be rezoned.
- One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL*Article 10 – Planned Development Procedure*

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.



Applicant's Signature



Date

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 2, Angels landing Plat 4 – Zoning Change & Preliminary Plat*

Meeting: *November 29, 2021*

Public Hearing to consider:

Public Hearing for a request submitted by Nate Kohl on behalf of Larry Schnell for re-zoning R-1 Single-Family Residential District to R-3/PD Multifamily Plan Development and a preliminary plat for the 1500 to 1800 blocks of S. Williams for a proposed subdivision Angels landing Plat 4. This property is currently zoned R-1 (Single-family Dwelling District).

Comments:

The proposed site is bordered by R-3/PD (Lantern Point) to the North. R-1 single family residences to the West and South, and B3 (General business district) to the East across the railroad tracks.

The property is 30.86 acres with 19.91 acres of development for residential property and 2.43 acres of commercial property. With a mixed use of townhouses, cluster townhouses, apartments and commercial units with a combination of 219 units on 72 parcels. The property will be developed in phases. The center phase which contains main retention basin would be Phase I

City staff:

Preliminary plans have been reviewed, with the following recommend changes, the main sewer drainage lines be relocated to front street right away from rear yards and cross streets at a 90 degree instead of running diagonally down street, with changes to be sent to engineer. Storm water drainage is under review. Preliminary proposed streets, and green space is to meet City standards. Staff recommends moving ahead with plat process.

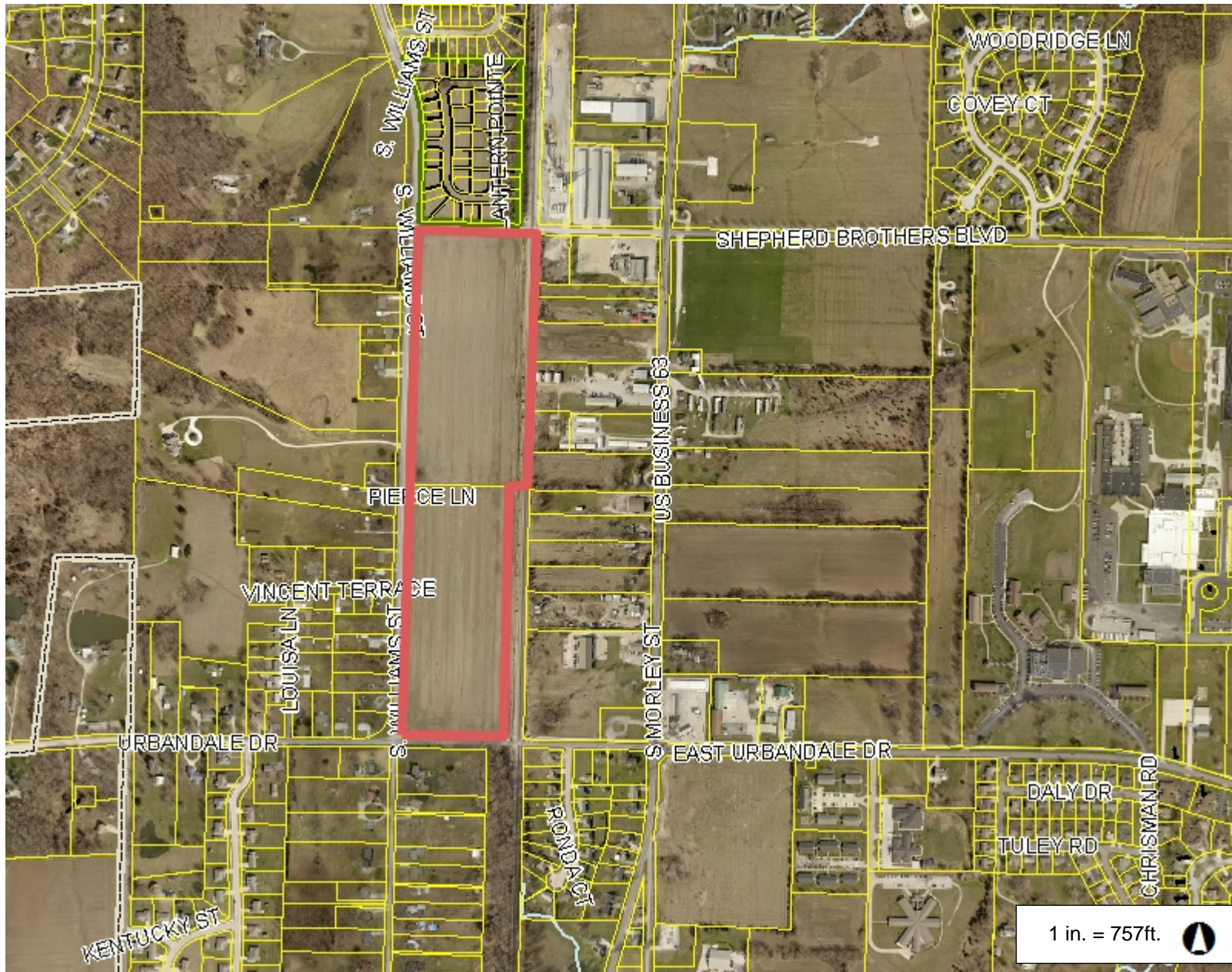
The Future land use map shows this property as R-1 Single-family District Use.

A zoning change and preliminary plat approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted

Moberly, MO

WS #5.



Legend

- Roads
- Corporate Limit
- Parcel
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

Notes

1,514.7 0 757.34 1,514.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THE FALLS @ LANDING POINTE

PHASE FOUR OF ANGELS LANDING

ANGELS LANDING PLAT 4

PRELIMINARY PLAT / PRELIMINARY DEVELOPMENT PLAN

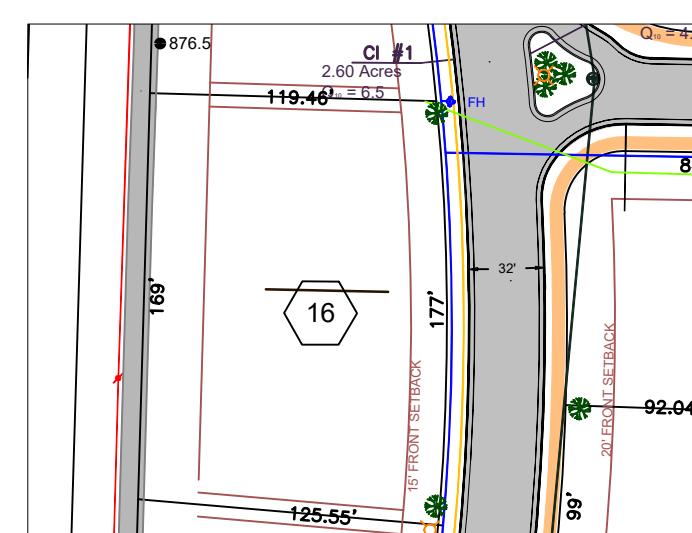
NOVEMBER 8, 2021

LEGEND

- 1 PROPOSED LOT/UNIT NUMBER
- 100.00' LOT DIMENSION
- LOT LINE
- BUILDING SETBACK LINE
- UTILITY EASEMENT
- ADJOINING PROPERTY LINE
- SANITARY SEWER LINE
- WATER MAIN
- STORM SEWER LINE
- DRAINAGE AREA BOUNDARY
- ELECTRIC LINE
- GAS MAIN
- SEWER MANHOLE
- FIRE HYDRANT
- CURB INLET
- STREET LIGHT
- TRANSFORMER
- ELEC. PEDESTAL
- PROPOSED PLANTINGS

SCALE 1" = 80'

DESIGNING WITH FLEXIBILITY TO CHANGE WITH THE DEMANDS OF THE ECONOMY AND THE HOUSING MARKET, THIS PLANNED UNIT DEVELOPMENT MAY INCLUDE SOME UPSCALE AMENITIES, ON-SITE SERVICES, AFFORDABLE RENTAL UNITS, OR WITH THESE ALTERNATE AMENDED LAYOUTS CAN JUST REPLICATE THE STANDARD TOWNHOUSE UNITS THAT HAVE SUCCESSFULLY PROVIDED MANY MOBERLY SENIORS WITH A WAY TO OWN THEIR OWN HOME WITH NO WORRIES OVER HOME EXTERIOR MAINTENANCE. DESIGN FLEXIBILITY MAY MEAN ADDITIONAL THREE CAR GARAGE UNITS OR SMALLER EFFICIENCY APARTMENTS - WHICHEVER MOBERLY DESIRES.



AMENDED ALTERNATE LOT 16
TWO STANDARD BUILDINGS.
REMOVAL OF SHOTGUN UNIT.
TOTAL UNITS REDUCED BY 1.

REPLACING THE COMMERCIAL STRIP AND THE APARTMENT BUILDING WITH FOUR STANDARD BUILDINGS. TOTAL UNITS REDUCED BY 33.

AMENDED ALTERNATE LAYOUTS:

THE PLAN TO THE FAR LEFT SHOWS THE MAXIMUM NUMBER OF UNITS CONCEIVABLE FOR THIS PLANNED UNIT DEVELOPMENT. A LESS DENSE VERSION OF LOTS 3, 9, 16, 41, 65, 68 & 69 IS SHOWN IN THE ADJACENT VIEWS WHERE FEWER UNITS AND STANDARD TOWNHOUSES ARE BUILT AS AN ALTERNATE AMENDED PLAN.

PROPOSED DEVELOPMENT SUMMARY

THIS PRELIMINARY PLAT/PLAN REPRESENTS A TRUE MIXED USE DEVELOPMENT TO SERVE THE GROWING 55+ COMMUNITY AT ANGELS LANDING/LANDING POINTE. THIS PLAT INCLUDES THE ADDITION OF A COMMUNITY CENTER AND POOL THAT WILL BE OPEN ONLY TO RESIDENTS OF THE DEVELOPMENT. HOWEVER, A PROPOSED COMMERCIAL AREA COULD PROVIDE SENIOR FOCUSED SERVICES TO ALL MOBERLY CITIZENS. THE CREATION OF 63 TWO-FAMILY STANDARD RESIDENTIAL LOTS WILL FOLLOW THE PATTERN OF THE EARLIER ANGELS LANDING PLATS. HOUSING INNOVATION CONTINUES WITH SEVERAL CLUSTERS OF MULTIPLE TOWNHOUSE UNITS CREATING MORE PRIVATE SMALL POCKET NEIGHBORHOODS TUCKED IN OFF THE PUBLIC STREETS. AN APARTMENT BUILDING IS LOCATED IN THE NORTHEAST CORNER ADJACENT TO THE PROPOSED COMMERCIAL STRIP, SEEKING TO PROVIDE MORE AFFORDABLE HOUSING IN THE PROPOSED RENTAL UNITS. THE DEVELOPMENT WILL LIKELY OCCUR IN THREE PHASES AS SHOWN, WITH THE MARKET DETERMINING WHAT RATE AND IN WHICH ALTERNATE LAYOUT THE PROJECT IS COMPLETED. STREETS HAVE BEEN LAID OUT TO MAXIMIZE INTERNAL CIRCULATION AND ACCESS WHILE DISCOURAGING OUTSIDE THROUGH TRAFFIC. NIGHT-TIME SECURITY ARE PROVIDED BY GATED ACCESS AND A GUARD HOUSE. THE DESIGN SEEKS TO ALLOW FOR A TRUE WALKABLE NEIGHBORHOOD WHERE RECREATION AND SHOPPING CAN ALL OCCUR LOCALLY.

STREETS: ALL STREETS ARE TO BE BUILT ACCORDING TO CITY STANDARDS AND DEDICATED TO THE PUBLIC. STREET GRADES ARE SHOWN AT THE MINIMUM ALLOWED OF 0.5%. DUE TO THE EXTREME FLATNESS OF THIS TERRAIN, THE STREET WILL BE CUT IN AT GRADUALLY VARYING DEPTHS TO CREATE ADEQUATE DRAINAGE OF STORM WATER.

STORM SEWERS: CURB INLETS ARE SHOWN AT ALL LOW POINTS IN THE STREET SYSTEM. UNDERGROUND STORM SEWER LINES ARE SHOWN RUNNING PARALLEL TO THE STREET. STORM WATER IS COLLECTED INTO A BIO-RETENTION POND SHOWN IN THE EAST CENTRAL PORTION OF THE TRACT. THIS DETENTION FACILITY WILL HELP ELIMINATE SEDIMENTS AND OTHER OBJECTABLE MATERIAL FROM STORM WATER RUNOFF BEFORE GRADUALLY MEETING OUT THE TRACT. THE EXISTING DITCH ALONG WILLIAMS STREET WILL CONTINUE TO FUNCTION AS IT CURRENTLY DOES PROVIDING NATURAL SETTLING AND INFILTRATION WITH NO ADDITIONAL RUN-OFF.

SANITARY SEWERS: EXTENSION OF THE EXISTING GRAVITY COLLECTION SYSTEM WILL SERVE ALL LOTS SHOWN WITHIN THIS PRELIMINARY PLAT WITH PROPOSED LINES APPROXIMATELY AS SHOWN. FINAL LAYOUT OF SEWER IS DEPENDENT ON FIELD SURVEY DATA. MANHOLES AND MAINS TO BE CONSTRUCTED ACCORDING TO PLANS COMPLYING WITH THE RULES OF THE STATE OF MISSOURI DEPARTMENT OF NATURAL RESOURCES.

WATER DISTRIBUTION: EXTENSION OF THE EXISTING WATER MAINS ADJACENT TO THIS TRACT WILL PROVIDE CITY WATER SERVICE TO ALL LOTS. HYDRANT OUTPUT TESTS INDICATE AMPLE PRESSURE AND VOLUME OF WATER IS AVAILABLE TO SERVE THE EXPECTED DEMAND. ALL MAIN AND FIRE HYDRANTS TO BE CONSTRUCTED ACCORDING TO PLANS COMPLYING WITH THE RULES OF THE STATE OF MISSOURI DEPARTMENT OF NATURAL RESOURCES. LOOPING OF NEW MAIN TO CONNECT WITH EXISTING LINE ON PIG & BUN IS SHOWN.

ELECTRIC SERVICE: EXTENSION OF EXISTING MAINS VIA NEW BURIED ELECTRIC LINES IN CONDUIT ACCORDING TO AMEREN UE POLICIES AND PROCEDURES TO SERVE ALL LOTS IN PROPOSED SUBDIVISION.

NATURAL GAS SERVICE: EXTENSION OF EXISTING MAINS VIA NEW GAS LINES ACCORDING TO AMEREN UE POLICIES AND PROCEDURES TO SERVE ALL LOTS IN PROPOSED SUBDIVISION.

COMMUNICATION SERVICES: TELEPHONE, CABLE TELEVISION AND INTERNET SERVICE TO BE PROVIDED BY EXTENSION OF EXISTING LINES IN THE VICINITY. BACKYARD EASEMENTS ARE SHOWN AS THE PRIMARY INTENDED CORRIDOR FOR COMMUNICATION LINES TO SUPPLEMENT THE LINES THAT ALREADY EXIST ALONG ROADS AROUND THE PERIMETER OF THE SITE.

PLANNED DEVELOPMENT REZONING NOTES:

EXISTING ZONING R-1

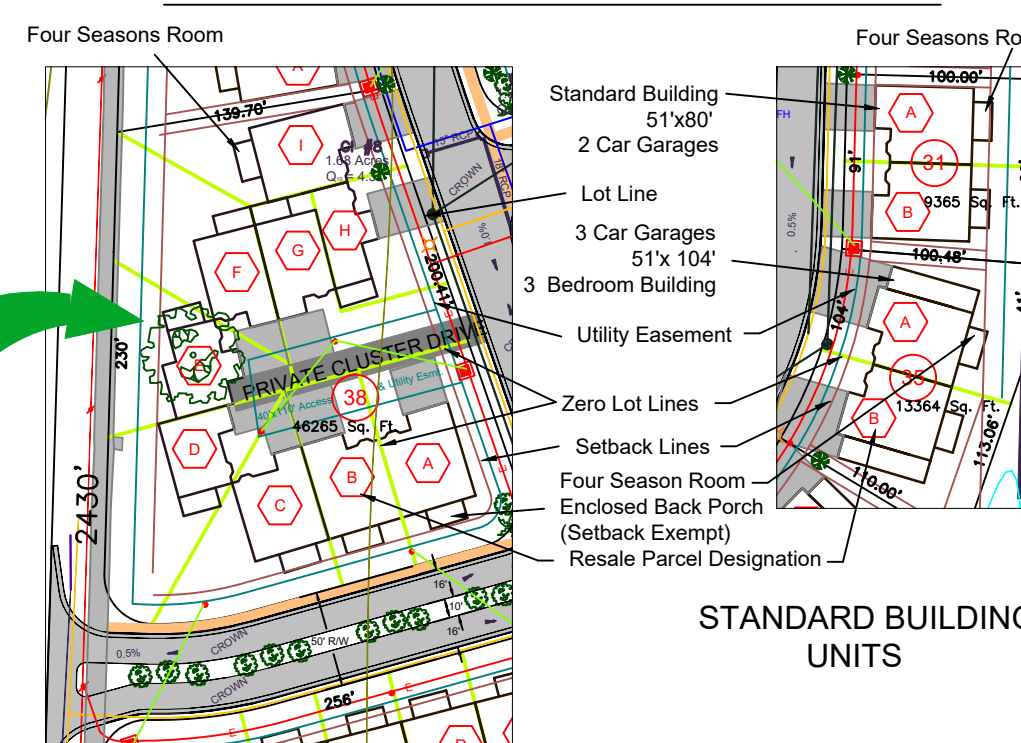
THIS DEVELOPMENT SEEKS TO CREATE A MULTI-USE PLANNED ZONING DISTRICT IN ORDER TO FACILITATE THE CREATION OF ZERO LOT LINES WITH NO SIDE-YARD SETBACKS ALLOWING THE CREATION OF RESALE PARCELS CONTAINING INDIVIDUAL TOWNHOUSE UNITS. SUCH RESALE PARCELS CONTAINING EACH TOWNHOUSE, TOGETHER WITH THE ACCOMPANYING REAL ESTATE, MAY BE SOLD TO SEPARATE OWNERS, PROVIDED THE RESALE PARCEL CONTAINS NOT LESS THAN 3,000 SQUARE FEET AND AT LEAST 15' OF STREET FRONTAGE. THE TOWNHOUSE COMMON WALL ALONG THE ZERO LOT LINE SHALL BE A MINIMUM 2 HOUR RATED FIREWALL. RESALE PARCELS MAY SIMILARLY BE CREATED CONTAINING A PORTION OF THE COMMERCIAL AND MULTI-FAMILY UNITS WITH THE SAME LIMITATIONS.

AFTER COMPLETION OF THE FOUNDATION AND PRIOR TO CONVEYANCE, ALL RESALE PARCELS SHALL BE SURVEYED BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MISSOURI. A RECORD OF THE SURVEY SHOWING THE LOCATION OF THE CONSTRUCTED STRUCTURE ON THE RESALE PARCELS CREATED AND THE MONUMENTATION ESTABLISHED SHALL BE FILED WITH THE CITY OF MOBERLY AND THE COUNTY RECORDER.

GENERAL REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT SHALL APPLY TO THE CONSTRUCTION IN THIS DEVELOPMENT. SPECIAL MODIFICATION TO THE SETBACK DISTANCES HAVE BEEN MADE TO ACCOMMODATE THE BUILDING LOCATIONS AS SHOWN. FRONT-YARD SETBACK IS 20' OR 15' ON THE SIDE OF THE STREET WITHOUT A SIDEWALK. BACK-YARD SETBACK IS 15' MINIMUM. MINIMUM SIDE-YARD IS 5'.

EACH RESALE PARCEL SHALL HAVE SEPARATE SEWER SERVICE LATERAL TO THE PUBLIC MAIN AS WELL AS SEPARATE WATER AND OTHER UTILITY SERVICE LINES.

TYPICAL TOWNHOUSE LOTS



TYPICAL CLUSTER UNITS REV. NOVEMBER 22, 2021 NEK

NOVEMBER 8, 2021 NEK

Preliminary Plat/Development Plan
ANGELS LANDING PLAT 4
MOBERLY, MO

NATHANAEI SURVEYS & DESIGNS
1080 STATE ROUTE Y HARRISBURG, MO 65256
(573) 499-1241 E-MAIL: NatesNew@aol.com

210844 SHT. 1 of 2

PHASE 2

RE-ZONING REQUEST

Total Area of Site
(CURRENTLY ZONED R-3)
(30.86 Acres)

Area request for B-2
Zoning Underlay District
Lot 3 26,864 Sq. Ft.
(0.62 Acres)
2.0% of site area

Area request for R-3
Zoning Underlay District
ALL REMAINING LOTS
(30.24 Acres)

PHASE 1

AREA ANALYSIS

Total Area of Site

1,344,332 Sq. Feet
(30.86 Acres)

Area in Right-of-Way

269,636 Sq. Feet
(6.19 Acres)

Net Lot Area

1,074,696 Sq. Ft.
(24.67 Acres)

Total Maximum Planned

219 Units

Average Area per Unit

4907 Sq. Ft.

Required 5% Open Space

53,548 Sq. Ft.
(1.23 Acres)

Provided 7.5% Open Space

101,594 Sq. Ft.
(2.33 Acres)

Open Water Surface

46,594 Sq. Ft.
(1.07 Acres)

(3.5% of Total Site Area)

POSSIBLE AMENITIES

1 MILE INTERNAL WALKWAYS

COMMUNITY CENTRAL

Grist Mill Facade

Mountain

Waterfall

Gazebo Dock

Flume

POOL

CLUBHOUSE

UNIT BREAKDOWN

5 COMMERCIAL UNITS

36 APARTMENT STYLE UNITS

(3 STORY - W/ 20 GARAGES

AND 9 CARPORTS)

52 CLUSTER TOWNHOUSE UNITS

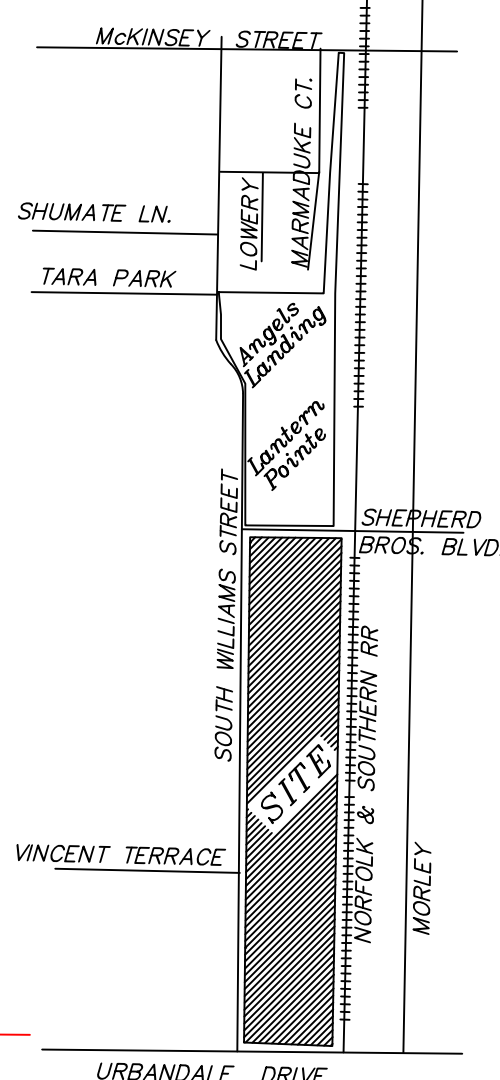
(6 LOTS WITH MULTIPLEXES)

126 REGULAR TOWNHOUSES

(63 LOTS WITH DUPLEXES)

219 TOTAL UNITS

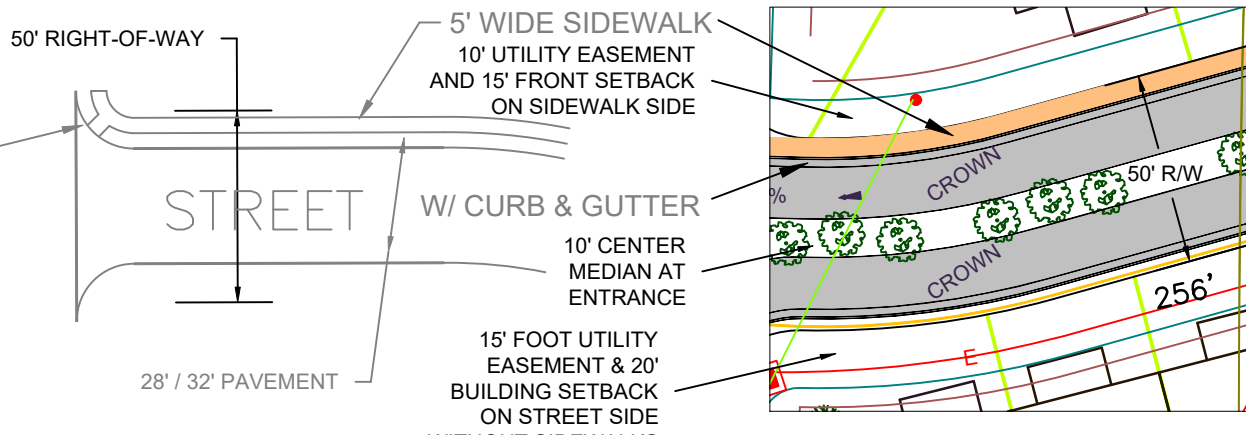
PHASE 3



LOCATION MAP
NO SCALE

OWNER/DEVELOPER: LARRY SCHNELL
13255 North Route Z
Centralia, MO 65240

TYPICAL STREET SECTIONS



LAND DESCRIPTION

A TRACT OF LAND IN THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING THAT TRACT DESCRIBED BY DEEDS RECORDED IN BOOK 918, PAGE 1491 AND IN BOOK 926, PAGE 1201, BOTH OF THE RANDOLPH COUNTY MISSOURI RECORDS AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING, BEING A POINT 50 FEET SOUTH OF THE SOUTHEAST CORNER OF ANGELS LANDING PLAT 3, SUBDIVISION J, ALSO BEING ON THE WEST LINE OF THE NORFOLK & SOUTHERN RAILROAD; THENCE SOUTH ALONG SAID RAILROAD, 2577 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF URBANDALE DRIVE; THENCE WEST 526 FEET ALONG URBANDALE TO THE EAST RIGHT-OF-WAY LINE OF WILLIAMS STREET; THENCE FOLLOWING SAID STREET: NORTH 2430 FEET AND NORTHEASTERLY 156 FEET TO THE SOUTH LINE OF SHEPHERD BROTHERS BOULEVARD, THENCE EAST ALONG SHEPHERD BROTHERS 506 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.86 ACRES.

THIS DESCRIPTION IS BASED ON PRIOR SURVEYS AND DEEDS OF RECORD AND HAS NOT BEEN FIELD VERIFIED BY THIS SURVEYOR.

DRAINAGE CALCULATIONS - RATIONAL METHOD

EXISTING COMPOSITE RUNOFF COEFFICIENT BASED ON HYDROLOGICAL SOIL GROUP D (PUTNAM & MEXICO SOILS) CROP GROUND AT 1% SLOPE $c=0.45$

RAINFALL RUN-OFF INTENSITY FOR 10 YEAR EVENT BASED ON 2600' RUN-OFF LENGTH WITH 10' OF FALL FOR TIME OF CONCENTRATION = 25 MINUTES AND RAINFALL INTENSITY $i = 4"/HOUR$

AREA OF SITE 30.8 ACRES WITH ADDITIONAL LANDS IN STREET AND RAILROAD RIGHT-OF-WAY AND ADJACENT YARDS MAKING TOTAL DRAINAGE AREA = 35.07 ACRES

TOTAL EXISTING RUN-OFF FROM SITE $Q = c i A = 0.45 (4) 30.8 = 55$ CFS

POST DEVELOPMENT COMPOSITE RUN-OFF BASED ON IMPERVIOUS AREA OF BUILDINGS, STREETS, DRIVEWAYS AND SIDEWALKS FOR A COMPOSITE $c = 0.55$, BUT TIME OF CONCENTRATION HAS BEEN INCREASED TO ABOUT 30 MINUTES BY LENGTHENED FLOW PATHS AND DETENTION PONDS REDUCING THE INTENSITY TO 3.5"/HOUR.

TOTAL POST CONSTRUCTION RUN-OFF $Q = c i A = 0.55 (3.5) 30.8 = 60$ CFS

MILL POND DETENTION FACILITY IS SHOWN TO PROVIDE APPROPRIATE TREATMENT OF INITIAL RUN-OFF AND WILL METER THE DISCHARGE TO MEET CAPACITY OF EXISTING 24" CULVERT UNDER URBANDALE DRIVE - CURRENTLY RATED AT ABOUT 20 CFS.

SIGNIFICANT TREE PRESERVATION NOTE:
A 60" SOFT PILE IS LOCATED IN THE VICINITY OF UNIT 38E. THIS TREE IS LIKELY NEAR THE END OF ITS LIFE BUT CAN BE PROTECTED AND PRESERVED AS LONG AS IT CONTRIBUTES IN LONGEVITY TO THE BEAUTY OF THE AREA. FOLLOWING ITS NATURAL LONG LIFE, THIS UNIT CAN BE CONSTRUCTED AS SHOWN ON THE SITE OF THE TREE.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOBERLY, MISSOURI, THIS DAY OF NOVEMBER 8, 2021.

CHAIR

THIS PRELIMINARY PLAT WAS PREPARED BY ME AND APPROXIMATELY REPRESENTS THE SUBJECT TRACT. IT IS NOT, HOWEVER, A BOUNDARY SURVEY AND IS ONLY INTENDED AS A PLANNING DOCUMENT TO PORTRAY THE DEVELOPERS INTENTIONS. THIS DOCUMENT SHALL NOT BE USED TO CONVEY LAND IN ANY WAY AND MUST BE SUPERSEDED BY AN ACCURATE FINAL PLAT(S) BASED ON A COMPLETE BOUNDARY SURVEY.

NATHANAEI E. KOHL
PROFESSIONAL LAND SURVEYOR
LS #2615



CHRISTIAN SUBDIVISION

R-1 ZONING

R-3 PUD

LANTERN POINTE

CONNECTION TO CITY OF MOBERLY EXISTING WATER DISTRIBUTION SYSTEM

SHEPHERD BROTHERS BLVD.

503

15977 Sq. Ft.

15393 Sq. Ft.

99177 Sq. Ft.

106402 Sq. Ft.

103255 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

114498 Sq. Ft.

107871 Sq. Ft.

101020 Sq. Ft.

City of Moberly

City Council Agenda Summary

Agenda Number: WS #6.
 Department: Comm. Dev.
 Date: December 6, 2021

Agenda Item: An application submitted by Simon Struempf Engineering on behalf of Adair Hathaway requesting a zoning change from a B-3 (General Commercial District) to an R-3/PD (Multifamily Dwelling District/Planned Development) for the property located at S Morley Street and E Urbandale Drive.

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of S Morley St. and E Urbandale Dr. Attached is a copy of the staff report, application and a map of the property.

Recommended Action: Direct staff to bring forward to the December 20, 2021 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

CITY OF MOBERLY, MISSOURI REZONING APPLICATION

Return Form to:

Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Deposit: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Keenan Simon (Simon & Struempff Engineering)	Phone: 573-268-2068
Address: 210 Park Ave Columbia, MO 65203	Zip: 65275
Owner: ADAIR HATHAWAY	Phone: 573-721-5337
Address: 21234 MONROE RD. 870 PARIS, MO	Zip: 65275

PROPERTY INFORMATION:

Street Address or General Location of Property: NORTH EAST OF S. MORLEY ST. & E. URBANDALE
Property is Located In (Legal Description): _____

Present Zoning: B-3 Requested Zoning: Planned Development (PD) Acreage: 16.0

Present Use of Property: VACANT

Character of the Neighborhood: INDUSTRIAL (B-3) AND RESIDENTIAL (R-1)

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	VACANT	B-3
South	COMMERCIAL / RESIDENTIAL	B-3 / R-1
East	VACANT / SINGLE FAMILY HOME	R-1
West	COMMERCIAL	B-3

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts?
Yes _____ No ☒

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes ☒ No _____

If yes, explain: DEVELOPER INTENTS TO CONSTRUCT A MULTI-FAMILY RESIDENTIAL NEIGHBORHOOD ON THE PROPERTY

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes ☒ No _____

2. Is the proposed change consistent with the Future Land Use Map?

Yes ☒ No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: S. MORLEY ST., E. URBAN DALE

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
S. MORLEY ST., COLLECTOR, 60FT ROW		
E. URBAN DALE, COLLECTOR, 60FT ROW		

3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No ☒

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	VACANT	B-3
South	COMMERCIAL / RESIDENTIAL	B-3 / R-1
East	VACANT / SINGLE FAMILY HOME	R-1
West	COMMERCIAL	B-3

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts?
Yes _____ No ☒

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
Yes ☒ No _____

If yes, explain: DEVELOPER INTENDS TO CONSTRUCT A MULTI-FAMILY RESIDENTIAL NEIGHBORHOOD ON THE PROPERTY

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes ☒ No _____

2. Is the proposed change consistent with the Future Land Use Map?

Yes ☒ No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: S. MORLEY ST., E. URBANDALE

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
S. MORLEY ST., COLLECTOR, 60FT ROW		
E. URBANDALE, COLLECTOR, 60FT ROW		

3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No ☒

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | | |
|----|-------------------------------------|---|-----------------------------|
| 1. | Appropriately Sized Lots? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | Properly Sized Street Right-of-Way? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | Drainage Easements? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Utility Easements: | | |
| | Electricity? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| | Gas? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| | Sewers? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| | Water? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 5. | Additional Comments: _____ | | |

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

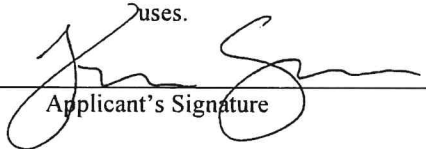
INTENT IS TO DEVELOP PROPERTY INTO DUPLEX STYLE RESIDENTIAL LOTS. THE DESIGN ADJUSTMENTS FOR THE PD PLAN INCLUDE THE FOLLOWING:

46-80. (d)(1) MINIMUM LOT AREA FOR TWO-FAMILY DWELLING TO BE 7000SF. (F)(2) SIDE YARD SETBACK AT CORNER LOT WILL BE A MINIMUM OF 15FT. (F)(3) REAR YARD WILL BE A MINIMUM OF 20FT

38-119 (a)(12) (b) CUL-DE-SAC WILL BE ROW RADIUS OF 47FT AND PAVEMENT RADIUS OF 38FT. INTENT IS TO PROVIDE SIDEWALK ON ONE SIDE OF STREET FOR CUL-DE-SACS

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners within:
 - A. 185 feet of the property if the proposed PD is located within the city's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
4. If the proposed zoning requires a special use permit, the rezoning application shall be accompanied by a special use permit application defining the specifically requested use or list of uses.


Applicant's Signature

11.5.21

Date

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 3, Eagle Tree Ridge Subdivision – Zoning Change & Preliminary Plat*

Meeting: *November 29, 2021*

Public Hearing to consider:

Public Hearing for a request submitted by Keenan Simon of Simon & Struempf Engineering on behalf of Adair Hathaway for re-zoning B-3 General Commercial District to R-3/PD Multifamily Plan Development and a preliminary plat for the 1700 block of S. Morley and 600 block of E. Urbandale for a proposed subdivision Eagle Tree Ridge Subdivision This property is currently zoned B-3 (General Commercial District).

Comments:

The proposed site is bordered by B-3 general commercial district to the North, West, And South. With a R-1 single family residence to the East.

The property is two tracts of ground, the S. Morley tract is 11 acres and the East Urbandale tract is 5 acres for a total of 16 acres in total development. The proposed layout would have 51 parcels ranging in size from 7000 square feet up to 17000 square feet with 51 duplexes around 2600 square feet in size.

- Duplexes are proposed to have metal roofs, no garages, vinyl siding
- All vehicles for this development will be in the open or on the street

City staff:

Preliminary plans have been reviewed, with the following recommend changes, the main sewer drainage lines be relocated to front street right away from rear yards, with changes to be sent to engineer. Storm water drainage is under review. Preliminary proposed streets were increased to thirty (30) feet to allow for on-street parking, right-of-way reduced to fifty (50) feet with a ten(10) foot easement behind the right-of-way for utilities and a trail around detention area is proposed as an alternative to green space. Staff recommends moving ahead with plat process.

The Future land use map shows this property as B-3 General Business District Use. Staff discussed keeping frontage to Rt. M and possibly Morley. Commercial, but developer has no desire for that. Additional buffering was requested in the form of berm and landscape.

A zoning change and preliminary plat approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted

Moberly, MO

WS #6.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

1 in. = 194ft.



387.8 0 193.92 387.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

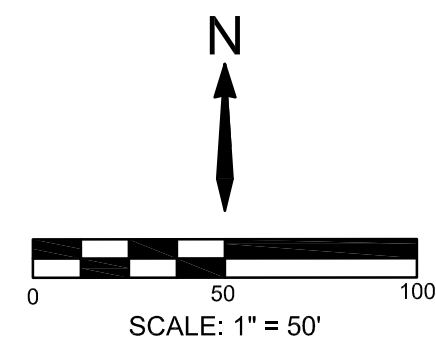
Notes

PROPERTY OWNER
ADAIH HATHAWAY
21234 MONROE RD. 870
PARIS, MO 65275
PH: 573-721-1996

EAGLE TREE RIDGE PRELIMINARY PLAT

SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI

SUBMITTAL DATE: NOVEMBER 05, 2021



- LEGEND**
- UTILITY POLE
 - TELEPHONE PEDESTAL
 - MANHOLE
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
 - OVERHEAD ELECTRIC
 - UNDERGROUND ELECTRIC
 - UNDERGROUND CABLE
 - WATER LINE
 - GAS LINE



210 PARK AVENUE
COLUMBIA, MO 65203
P 573.499.1944

MISSOURI CERTIFICATE OF AUTHORITY NO.
E-2017015086
EXPIRES: DECEMBER 31, 2021

NOTICE:
SSE WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND THE ENGINEERING INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEERS GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED.

COPYRIGHT:
COPYRIGHT AND PROPERTY RIGHTS IN THESE DOCUMENTS ARE EXPRESSLY RESERVED BY SSE. NO REPRODUCTIONS, CHANGES, OR COPIES IN ANY MANNER SHALL BE MADE WITHOUT OBTAINING PRIOR WRITTEN CONSENT FROM SSE.



11/23/2021

Keenan K. Simon
MO-PE 2016017682
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

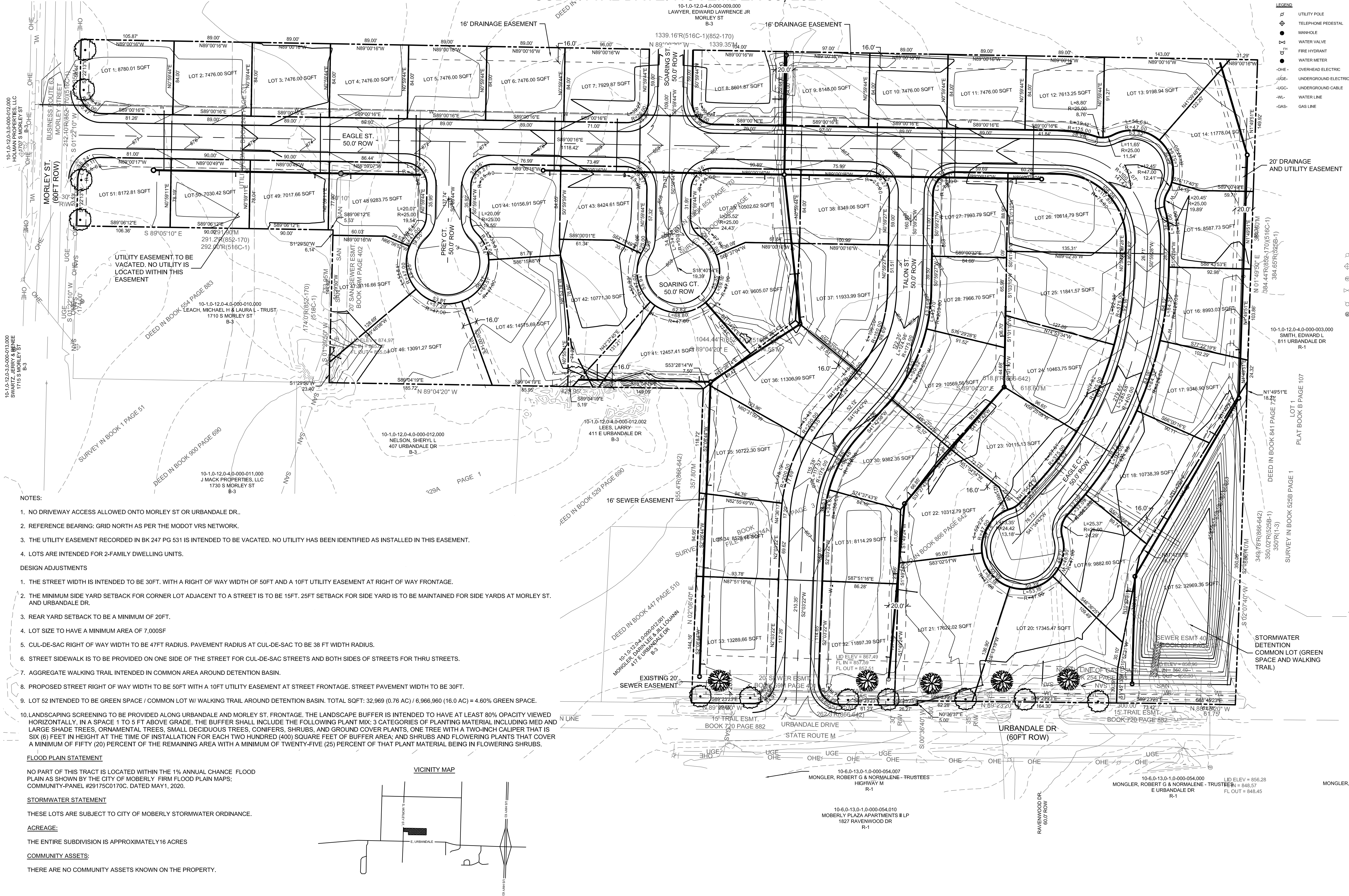
11/23/2021

REVISIONS

EAGLE TREE RIDGE
PRELIMINARY PLAT
MOBERLY, MO

ENGINEER
KKS
DRAWN BY
TRA
CHECKED BY
KKS
SSE PROJECT #
21177

PRELIM PLAT
DRAWING NO.
C100
SHEET NO.
01 OF 02



NOTES:

1. NO DRIVEWAY ACCESS ALLOWED ONTO MORLEY ST OR URBANDALE DR..
2. REFERENCE BEARING: GRID NORTH AS PER THE MODOT VRS NETWORK.
3. THE UTILITY EASEMENT RECORDED IN BK 247 PG 531 IS INTENDED TO BE VACATED. NO UTILITY HAS BEEN IDENTIFIED AS INSTALLED IN THIS EASEMENT.
4. LOTS ARE INTENDED FOR 2-FAMILY DWELLING UNITS.

DESIGN ADJUSTMENTS

1. THE STREET WIDTH IS INTENDED TO BE 30FT. WITH A RIGHT OF WAY WIDTH OF 50FT AND A 10FT UTILITY EASEMENT AT RIGHT OF WAY FRONTAGE.
2. THE MINIMUM SIDE YARD SETBACK FOR CORNER LOT ADJACENT TO A STREET IS TO BE 15FT. 25FT SETBACK FOR SIDE YARD IS TO BE MAINTAINED FOR SIDE YARDS AT MORLEY ST. AND URBANDALE DR.
3. REAR YARD SETBACK TO BE A MINIMUM OF 20FT.
4. LOT SIZE TO HAVE A MINIMUM AREA OF 7,000SF
5. CUL-DE-SAC RIGHT OF WAY WIDTH TO BE 47FT RADIUS. PAVEMENT RADIUS AT CUL-DE-SAC TO BE 38 FT WIDTH RADIUS.
6. STREET SIDEWALK IS TO BE PROVIDED ON ONE SIDE OF THE STREET FOR CUL-DE-SAC STREETS AND BOTH SIDES OF STREETS FOR THRU STREETS.
7. AGGREGATE WALKING TRAIL INTENDED IN COMMON AREA AROUND DETENTION BASIN.
8. PROPOSED STREET RIGHT OF WAY WIDTH TO BE 50FT WITH A 10FT UTILITY EASEMENT AT STREET FRONTAGE. STREET PAVEMENT WIDTH TO BE 30FT.
9. LOT 52 INTENDED TO BE GREEN SPACE / COMMON LOT W/ WALKING TRAIL AROUND DETENTION BASIN. TOTAL SQFT: 32,969 (0.76 AC) / 6,966,960 (16.0 AC) = 4.60% GREEN SPACE.
10. LANDSCAPING SCREENING TO BE PROVIDED ALONG URBANDALE AND MORLEY ST. FRONTAGE. THE LANDSCAPE BUFFER IS INTENDED TO HAVE AT LEAST 80% OPACITY VIEWED HORIZONTALLY, IN A SPACE 1 TO 5 FT ABOVE GRADE. THE BUFFER SHALL INCLUDE THE FOLLOWING PLANT MIX: 3 CATEGORIES OF PLANTING MATERIAL INCLUDING MED AND LARGE SHADE TREES, ORNAMENTAL TREES, SMALL DECIDUOUS TREES, CONIFERS, SHRUBS, AND GROUND COVER PLANTS, ONE TREE WITH A TWO-INCH CALIPER THAT IS SIX (6) FEET IN HEIGHT AT THE TIME OF INSTALLATION FOR EACH TWO HUNDRED (400) SQUARE FEET OF BUFFER AREA; AND SHRUBS AND FLOWERING PLANTS THAT COVER A MINIMUM OF FIFTY (20) PERCENT OF THE REMAINING AREA WITH A MINIMUM OF TWENTY-FIVE (25) PERCENT OF THAT PLANT MATERIAL BEING IN FLOWERING SHRUBS.

FLOOD PLAIN STATEMENT

NO PART OF THIS TRACT IS LOCATED WITHIN THE 1% ANNUAL CHANCE FLOOD PLAIN AS SHOWN BY THE CITY OF MOBERLY FIRM FLOOD PLAIN MAPS; COMMUNITY-PANEL #29175C0170C, DATED MAY1, 2020.

STORMWATER STATEMENT

THESE LOTS ARE SUBJECT TO CITY OF MOBERLY STORMWATER ORDINANCE.

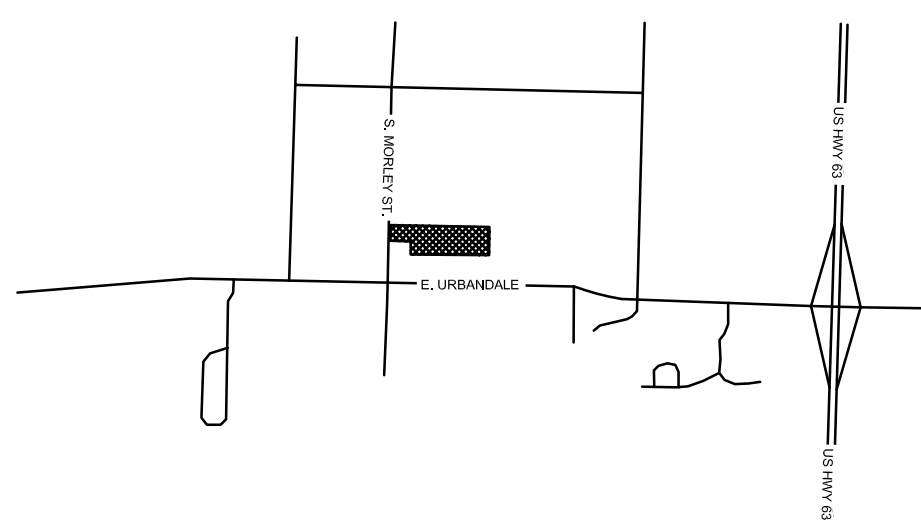
ACREAGE:

THE ENTIRE SUBDIVISION IS APPROXIMATELY 16 ACRES

COMMUNITY ASSETS:

THERE ARE NO COMMUNITY ASSETS KNOWN ON THE PROPERTY.

VICINITY MAP

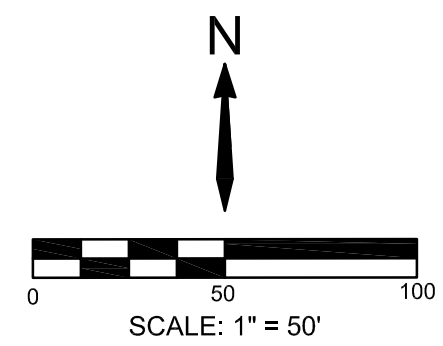


PROPERTY OWNER
ADAIK HATHAWAY
21234 MONROE RD. 870
PARIS, MO 65275
PH: 573-721-1996

EAGLE TREE RIDGE PRELIMINARY PLAT

SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI

SUBMITTAL DATE: NOVEMBER 05, 2021



- LEGEND**
- UTILITY POLE
 - TELEPHONE PEDESTAL
 - MANHOLE
 - WATER VALVE
 - FIRE HYDRANT
 - OVERHEAD ELECTRIC
 - UNDERGROUND ELECTRIC
 - UNDERGROUND CABLE
 - WATER LINE
 - GAS LINE

SSE
SIMON & STRUENFELT ENGINEERING
CREATING CLIENTS FOR LIFE
210 PARK AVENUE
COLUMBIA, MO 65203
P 573.499.1944

MISSOURI CERTIFICATE OF AUTHORITY NO. E-2017015086
EXPIRES: DECEMBER 31, 2021

NOTICE:
SSE WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND THE ENGINEERING INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEERS GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED.

COPYRIGHT:
COPYRIGHT AND PROPERTY RIGHTS IN THESE DOCUMENTS ARE EXPRESSLY RESERVED BY SSE. NO REPRODUCTIONS, CHANGES, OR COPIES IN ANY MANNER SHALL BE MADE WITHOUT OBTAINING PRIOR WRITTEN CONSENT FROM SSE.



11/23/2021

Keenan K. Simon
MO-PE 2016017682
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

11/23/2021

REVISIONS	
1	
2	
3	
4	
5	

EAGLE TREE RIDGE PRELIMINARY PLAT MOBERLY, MO

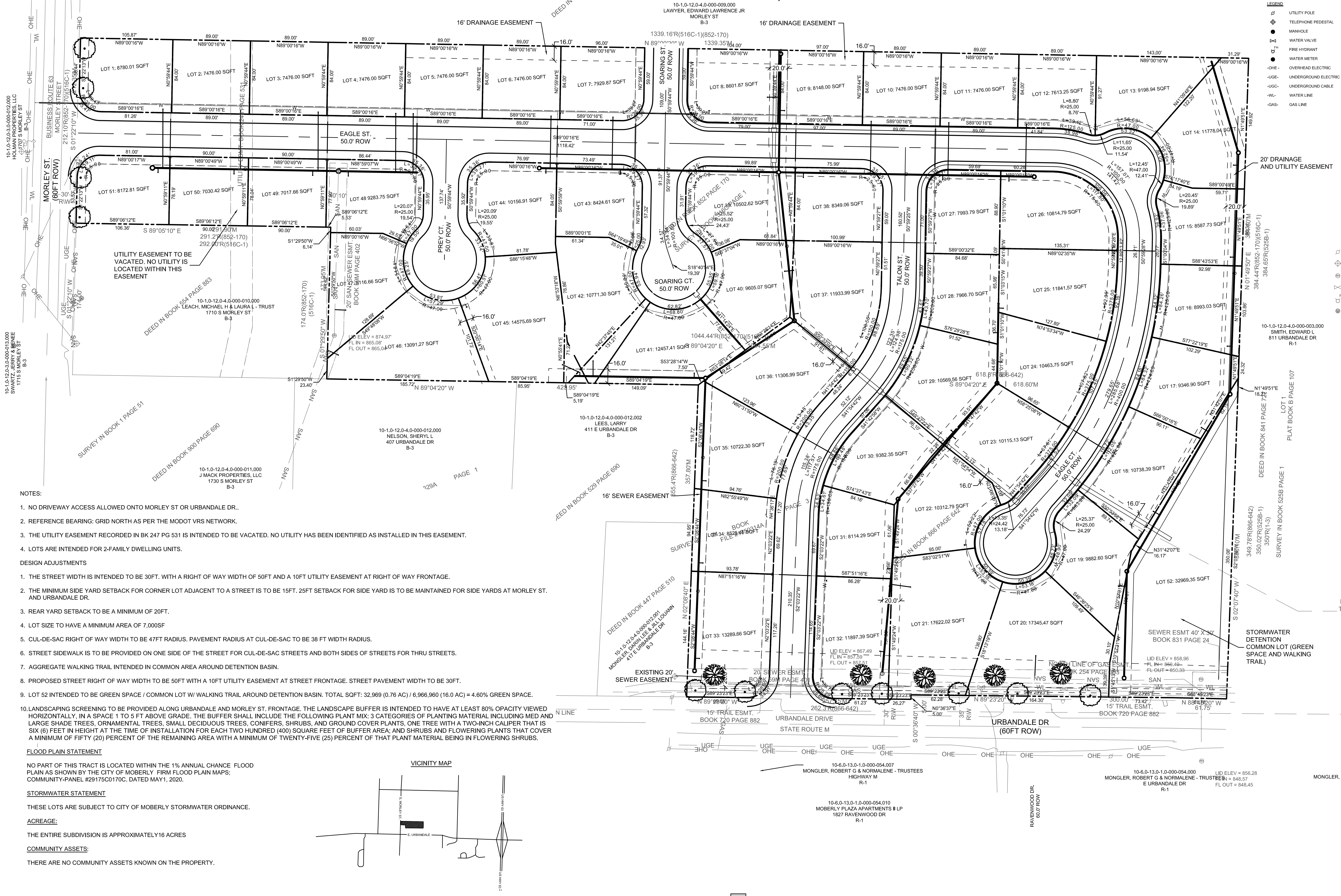
ENGINEER
KKS

DRAWN BY
TRA

CHECKED BY
KKS

SSE PROJECT #
21177

PRELIM PLAT
DRAWING NO. C101
SHEET NO. 02 OF 02



NOTES:

1. NO DRIVEWAY ACCESS ALLOWED ONTO MORLEY ST OR URBANDALE DR..
2. REFERENCE BEARING: GRID NORTH AS PER THE MODOT VRS NETWORK.
3. THE UTILITY EASEMENT RECORDED IN BK 247 PG 531 IS INTENDED TO BE VACATED. NO UTILITY HAS BEEN IDENTIFIED AS INSTALLED IN THIS EASEMENT.
4. LOTS ARE INTENDED FOR 2-FAMILY DWELLING UNITS.

DESIGN ADJUSTMENTS

1. THE STREET WIDTH IS INTENDED TO BE 30FT. WITH A RIGHT OF WAY WIDTH OF 50FT AND A 10FT UTILITY EASEMENT AT RIGHT OF WAY FRONTAGE.
2. THE MINIMUM SIDE YARD SETBACK FOR CORNER LOT ADJACENT TO A STREET IS TO BE 15FT. 25FT SETBACK FOR SIDE YARD IS TO BE MAINTAINED FOR SIDE YARDS AT MORLEY ST. AND URBANDALE DR.
3. REAR YARD SETBACK TO BE A MINIMUM OF 20FT.
4. LOT SIZE TO HAVE A MINIMUM AREA OF 7,000SF
5. CUL-DE-SAC RIGHT OF WAY WIDTH TO BE 47FT RADIUS. PAVEMENT RADIUS AT CUL-DE-SAC TO BE 38 FT WIDTH RADIUS.
6. STREET SIDEWALK IS TO BE PROVIDED ON ONE SIDE OF THE STREET FOR CUL-DE-SAC STREETS AND BOTH SIDES OF STREETS FOR THRU STREETS.
7. AGGREGATE WALKING TRAIL INTENDED IN COMMON AREA AROUND DETENTION BASIN.
8. PROPOSED STREET RIGHT OF WAY WIDTH TO BE 50FT WITH A 10FT UTILITY EASEMENT AT STREET FRONTAGE. STREET PAVEMENT WIDTH TO BE 30FT.
9. LOT 52 INTENDED TO BE GREEN SPACE / COMMON LOT W/ WALKING TRAIL AROUND DETENTION BASIN. TOTAL SQFT: 32,969 (0.76 AC) / 6,966,960 (16.0 AC) = 4.60% GREEN SPACE.
10. LANDSCAPING SCREENING TO BE PROVIDED ALONG URBANDALE AND MORLEY ST. FRONTAGE. THE LANDSCAPE BUFFER IS INTENDED TO HAVE AT LEAST 80% OPACITY VIEWED HORIZONTALLY, IN A SPACE 1 TO 5 FT ABOVE GRADE. THE BUFFER SHALL INCLUDE THE FOLLOWING PLANT MIX: 3 CATEGORIES OF PLANTING MATERIAL INCLUDING MED AND LARGE SHADE TREES, ORNAMENTAL TREES, SMALL DECIDUOUS TREES, CONIFERS, SHRUBS, AND GROUND COVER PLANTS, ONE TREE WITH A TWO-INCH CALIPER THAT IS SIX (6) FEET IN HEIGHT AT THE TIME OF INSTALLATION FOR EACH TWO HUNDRED (400) SQUARE FEET OF BUFFER AREA; AND SHRUBS AND FLOWERING PLANTS THAT COVER A MINIMUM OF FIFTY (20) PERCENT OF THE REMAINING AREA WITH A MINIMUM OF TWENTY-FIVE (25) PERCENT OF THAT PLANT MATERIAL BEING IN FLOWERING SHRUBS.

FLOOD PLAIN STATEMENT

NO PART OF THIS TRACT IS LOCATED WITHIN THE 1% ANNUAL CHANCE FLOOD PLAIN AS SHOWN BY THE CITY OF MOBERLY FIRM FLOOD PLAIN MAPS; COMMUNITY-PANEL #29175C0170C, DATED MAY1, 2020.

STORMWATER STATEMENT

THESE LOTS ARE SUBJECT TO CITY OF MOBERLY STORMWATER ORDINANCE.

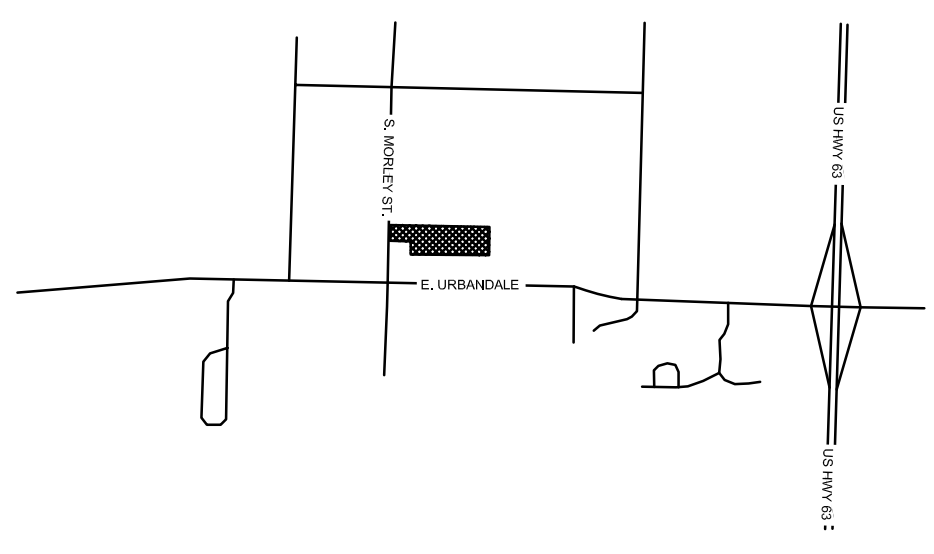
ACREAGE:

THE ENTIRE SUBDIVISION IS APPROXIMATELY 16 ACRES

COMMUNITY ASSETS:

THERE ARE NO COMMUNITY ASSETS KNOWN ON THE PROPERTY.

VICINITY MAP



City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #7.

Department: Public Utilities

Date: December 6, 2021

Agenda Item: Discussion Regarding Proposals From Vendors (2) For Annual Generator Maintenance Services Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: This service contract will include routine maintenance of each unit per the manufacturer's listed operations and maintenance manuals. Cummins Inc. out of Columbia, MO is the vendor historically used and is offering a competitive lower cost for this effort. The vendors considered both provide generator service to the Moberly area. Estimated cost for this effort is \$4,529.78.

Vendor	Annual Full Service Contract Cost
Martin Energy Group Services, Inc. PO BOX 729 Tipton, MO 65081 660-458-7000	\$6,200.90
Cummins, Inc. 5221 Hwy 763 North Columbia, MO 65202 573-449-3711	\$4,529.78

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

Fund Name: Contracted Services

Account Number: 301.114.5406

Available Budget \$: \$11,354.38

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Davis**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

Quote

WS #7.



Martin Energy Group Services, LLC
PO BOX 729
Tipton, MO 65081
660-458-7000

Order Number: 0165312

Order Date: 10/26/2021

Salesperson: Nelson Coblenz

Customer Number: CASMO01

Sold To:

Cash Customer - MO
City Of Moberly
Need Customer Billing Address

Ship To:

City Of Moberly
W.W. Plant & Pump Stations
Moberly, MO 65270

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms			
Moberly WW	MEGS TRUCK		Net 30 Days			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	562.00
PrevMaintAgree, 1Gen, Plan A; 7 Bridges RD Generac 300 KW						
/MO PARTS	EA	1.00	0.00	0.00	745.0000	745.00
Oil, Fuel & Oil filter Change; 7 Bridges RD Generac 300 KW						
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	365.30
PrevMaintAgree, 1Gen, Plan A; Bus 63 N Lift ST Cat 50 KW						
/MO PARTS	EA	1.00	0.00	0.00	179.0000	179.00
Oil, Fuel & Oil filter Change; Bus 63 N Lift ST Cat 50 KW						
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	365.30
PrevMaintAgree, 1Gen, Plan A; Darwood Circle Cummins 60 KW						
/MO PARTS	EA	1.00	0.00	0.00	168.0000	168.00
Oil, Fuel & Oil Filter Change; Darwood Circle Cummins 60 KW						
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	337.20
PrevMaintAgree, 1Gen, Plan A; Huntsville AVE. Generac 15 KW						
/MO PARTS	EA	1.00	0.00	0.00	55.0000	55.00
Oil & Filter Change; Huntsville AVE. Generac 15 KW						
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	365.30
PrevMaintAgree, 1Gen, Plan A; McKinsey St. LS. Cummins 100 KW						
/MO PARTS	EA	1.00	0.00	0.00	215.0000	215.00
Oil, Fuel & Oil Filter Change; McKinsey St. LS. Cummins 100 KW						

Continued

Quote

WS #7.



Martin Energy Group Services, LLC
PO BOX 729
Tipton, MO 65081
660-458-7000

Order Number: 0165312

Order Date: 10/26/2021

Salesperson: Nelson Coblenz

Customer Number: CASMO01

Sold To:

Cash Customer - MO
City Of Moberly
Need Customer Billing Address

Ship To:

City Of Moberly
W.W. Plant & Pump Stations
Moberly, MO 65270

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms			
Moberly WW	MEGS TRUCK		Net 30 Days			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	365.30
PrevMaintAgree, 1Gen, Plan A; NE Lift Station Cummins 125 KW						
/MO PARTS	EA	1.00	0.00	0.00	251.0000	251.00
Oil, Fuel & Oil Filter Change; NE Lift Station Cummins 125 KW						
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	421.50
PrevMaintAgree, 1Gen, Plan A; Rollings ST LS Kohler 250 KW						
/MO PARTS	EA	1.00	0.00	0.00	326.0000	326.00
Oil, Fuel & Oil Filter Change; Rollings ST LS Kohler 250 KW						
/MPMAZ4	EA	1.00	0.00	0.00	562.0000	562.00
PrevMaintAgree, 1Gen, Plan A; Wastewater Plant Cummins 800 KW						
/MO PARTS	EA	1.00	0.00	0.00	918.0000	918.00
Oil, Fuel & Oil Filter Change; Wastewater Plant Cummins 800 KW						
/MLABOR	HR	0.00	0.00	0.00	80.0000	0.00
Labor Hourly Rate						
All additional repairs approved by customer would be time + material						
Discounted Prices on PM service is only valid for order of 2 or more PM services						

Please Remit PAYMENTS To:

Martin Energy Group Services, LLC
PO BOX 729
Tipton, MO 65081

Net Order:	6,200.90
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	6,200.90

Sale in accordance with Martin Energy Group Services, LLC Conditions of Sale.
1.5% per month Finance Charges may apply on overdue invoices.

10/14/2021

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270
RE: Planned Maintenance Proposal

Dear Emily Lute,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Andy Sizemore

Andy Sizemore
Planned Maintenance Sales
Office: (816) 414-8276
Cell: (816) 518-3659
Email: andy.sizemore@cummins.com

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
CITY OF MOBERLY	Name: Emily Lute	Quote Date:	10/14/2021
101 W REED ST	Phone: 660-269-9437	Quote Expires:	12/13/2021
MOBERLY, MO 65270	Cell: 660-353-1885	Quote ID:	QT-1103
Customer #: 146680	Fax:	Quoted By:	Andy Sizemore
Payment Type: Pay As You Go	E-mail: elute@cityofmoberly.com	Quote Term:	1 Year

Site Name:PMA-CITY OF MOBERLY

(HURLEY ST MOBERLY MO 65270)

Unit Name: 7 BRIDGES RD	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Generac	1	Unknown	Full Service	1	\$619.73	\$619.73
Model: 7782820100						Year 1 Total:\$619.73
S/N: 2092706						
Size: 300kW						
ATS Qty: 2						
Notes:						

Unit Name: BUS 63 N LFT ST	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Caterpillar	1	Unknown	Full Service	1	\$396.27	\$396.27
Model: D50P3						Year 1 Total:\$396.27
S/N: OLY00000TNPFO2863						
Size: 50kW						
ATS Qty: 2						
Notes:						

Unit Name: DARWOOD CIRCLE	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Cummins	1	Unknown	Full Service	1	\$421.96	\$421.96
Model: 60DGHDB						Year 1 Total:\$421.96
S/N: G150855067						
Size: 60kW						
ATS Qty: 2						
Notes:						

Unit Name: HUNTSVILLE AVE	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Generac	1	Unknown	Full Service	1	\$360.40	\$360.40
Model: D25/241D-0						Year 1 Total:\$360.40
S/N: 0789965						
Size: 15kW						
ATS Qty: 2						
Notes:						

Unit Name: MCKINSEY ST LS	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Make: Cummins	1	Unknown	Full Service	1	\$453.58	\$453.58
Model: DSGAA						Year 1 Total:\$453.58
S/N: G150855064						
Size: 100kW						
ATS Qty: 2						
Notes:						

Unit Name: NE LIFT STATION
Make: Cummins
Model: DGDK
S/N: G030523652
Size: 125kW
ATS Qty: 2
Notes:

WS #7.					
Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	Unknown	Full Service	1	\$484.49	\$484.49
Year 1 Total:\$484.49					

Unit Name: ROLLINS ST LS
Make: Kohler
Model: 250ROZD71
S/N: 372320
Size: 250kW
ATS Qty: 2
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	Unknown	Full Service	1	\$554.41	\$554.41
Year 1 Total:\$554.41					

Unit Name: WASTEWATER PLT
Make: Cummins
Model: 800DQCC
S/N: B080160760
Size: 800kW
ATS Qty: 2
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	Unknown	Full Service	1	\$1,238.94	\$1,238.94
Year 1 Total:\$1,238.94					

Year 1 Total:* \$4,529.78

Total Agreement Amount:* **\$4,529.78**

**Quote does not include applicable taxes*



Cummins
5221 Hwy 7
Columbia, MO 65202
Phone: (573) 449-3711

WS #7.

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF MOBERLY 101 W REED ST MOBERLY, MO 65270 Customer #: 146680 Payment Type: Pay As You Go	Name: Emily Lute Phone: 660-269-9437 Cell: 660-353-1885 Fax: E-mail: elute@cityofmoberly.com	Quote Date: 10/14/2021 Quote Expires: 12/13/2021 Quote ID: QT-1103 Quoted By: Andy Sizemore Quote Term: 1 Year

Total Agreement Amount:*

\$4,529.78

****Quote does not include applicable taxes***

Comment: All services are quoted as being performed during normal hours, M-F (7a-3p), unless otherwise noted by an "OT" in the service type description or service note/comment. Any items found in need of additional repair will be quoted and repaired at a later date, upon customer approval.

Total Agreement Amount Does Not Include Applicable Taxes. Please call (402) 551-7678 for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-1103)

Cummins Inc. Approval

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #8.

Department: Public Utilities

Date: December 6, 2021

Agenda Item: Discussion Regarding A Proposal From Jacobs Engineering Group Inc For Professional Engineering Services To Design The Moberly Water Treatment Plant (WTP) Upflow Clarifier Rehabilitation, Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: This scope will include work necessary for replacement or rehabilitation of WTP upflow clarifier structure mechanical systems and controls. Major scope components include design documents, design review meetings, plans and specifications for bid phase services. Also includes construction representation and contractor assistance. This work will be performed as a modification to the existing contract with the City of Moberly, dated October 5, 2020. Estimated cost for this effort is \$176,749.

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

Fund Name: Capital Improvement Trust

Account Number: 301.113.5502

Available Budget \$: \$550,000

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed

Stifel Tower
501 North Broadway
St. Louis, MO 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

November 9, 2021

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

Subject: Moberly WTP Upflow Clarifier Rehabilitation

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Moberly Water Treatment Plant (WTP) Upflow Clarifier Rehabilitation. Rehabilitation includes the replacement of the wearing parts, including:

- Mixer motor and gear box
- Scraper plow blades, drive motor, drive gears and chain, gear box, rollers, and bearings
- Blasting and painting of supporting steel, reaction chambers, bridge, launders, and scraper trusses
- Concrete re-coating – interior (wetted) walls of the basins
- Replacement of the hydraulic actuators on the sludge blowdown valves with air driven actuators
- Replacement of the sump pump (and controls) in the blowdown valve vault

SCOPE

Task 1 – Kick-Off Meeting. Jacobs will meet with City staff for a kick-off meeting to review the project scope and define the project.

Task 2 – Develop 90% Design Documents. Jacobs will develop 90% Design Documents.

- 1) Cover Sheet/Index
- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Plan View
- 5) Section View
- 6) Instrumentation and Controls

November 9, 2021

- 7) Demolition (2 sheets)
- 8) Blow down valve, actuator, and air compressor

The 90% documents will include technical specifications and front-end contract documents. The technical specifications will be in CSI format and the front-end bidding documents will be similar to what Jacobs has prepared on City projects following the EJCDC format. Jacobs will also develop an opinion of probable construction cost (OPCC) based on the 90% drawings.

Upgrades will be designed around WesTech equipment (maker of original clarifiers), but specs will include "or equal".

The 90% design documents will be provided to the City for review.

Task 3 – 90% Design Review Meeting. After the 90% design documents (including an OPCC) have been submitted to the City for review, a meeting will be scheduled with City personnel to discuss the 90% design documents.

Task 4 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3, final plans and specifications will be developed and issued to the City for Bid. Final documents will be sealed by a Missouri PE.

Task 5 – Bid Phase Services. Jacobs will provide the following bidding phase services:

- 1) Conduct a pre-bid meeting at City Hall.
- 2) Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- 3) Prepare and distribute any necessary addendums.
- 4) Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required. Scope includes responses of up to 12 bid period RFIs (Request for Information).
- 5) Attend the bid opening. Review the bids and provide the City with a recommendation for award.

Task 6 – Construction Phase Services.

Jacobs will provide Construction Phase Services, as described in the tasks below.

- 1) **Pre-Construction Meeting.** Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) **Shop drawing review for submittals during the construction period.** Review detailed construction drawings and shop drawings, samples and other information submitted by the Contractor, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs

November 9, 2021

incident thereto as such are the responsibility of the Construction Contractor. Scope includes the review of up to 20 submittals.

- 3) Respond to the contractor's RFIs. Scope includes responses of up to five (5) RFIs.
- 4) Jacobs will provide part-time Resident Project Representative (RPR) services during the construction. A separate Construction Inspector will be provided by the City. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives and maintain contact by telephone and correspondence during the course of the project. This scope includes 40 hours of RPR services.
- 5) While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:
 - a) Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - b) If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
 - c) Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
 - d) While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
 - e) Advise the City, in advance, of scheduled major tests, inspections or the start of important phases of the work.
- 6) At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- 7) Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- 8) Except upon written instructions of City, the RPR is not responsible for the following:
 - a) Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.

November 9, 2021

- b) Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
 - c) Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
 - d) Authorize occupancy, acceptance or conditional acceptance.
 - e) Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
 - f) Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.
- 9) Record Drawings. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction.

FEE PROPOSAL

Our proposed fee for the work described herein is a lump sum cost of \$176,749. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

90% Design	\$91,487
Final Design	\$29,770
Bid Phase Services	\$8,743
Construction Phase Services	\$42,749
Direct Costs - Travel	\$3,000
Direct Costs - Printing	\$1,000
Lump Sum Cost	\$176,749

SCHEDULE

Jacobs will complete the services in this proposal in accordance with the following milestone dates.

Task	Completion Date
Design NTP	12/6/2021
90% Design	6/1/2022
Final Design	8/1/2022
Bid Phase	10/1/2022
Construction Phase	4/1/2022

November 9, 2021

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:


1. No hydraulic analysis will be performed as part of this scope. Design basis is to maintain current clarifier capacity.
2. No new duct banks or duct bank re-routing will be required for electrical and controls.
3. No modifications or improvements to controls are included in design.
4. The reactor-clarifier mechanisms were thoroughly inspected by a representative of the manufacturer. His opinion is that the non-wear parts (support structure, bridge, inlet pipe, reaction well, draft tube, scraper trusses, launders, and impeller and shaft) are in good condition with minimal corrosion. The opinion of the manufacturer's representative is that these parts do not need to be replaced. Moreover, the representative observed that the equipment has been very well maintained and as long as that continues, the non-wear parts should experience another 20-years of service. Structural improvements are not needed and not included in the design scope.
5. An MDNR construction permit is not required for this project.
6. Two full size hard copies of the plans and specifications will be provided to the City for each review, along with electronic files in PDF format. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City, along with two full size sets submitted to the Dodge and AGC plan rooms.
7. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the cost and will be charged to the prospective bidder.
8. RPR services include 40 hours of on-site construction observation.
If the City would like additional RPR services, additional funds may be requested.
9. Two sets of record drawings and an electronic media device with both PDF and AutoCAD files.
10. Scope includes response to up to 12 bid period RFIs, 20 shop drawing reviews, and 5 contractor RFIs.

This work will be performed as a modification to our existing contract with the City of Moberly, dated October 5, 2020. If you have any questions, please let me know.

Thank you for the opportunity to continue our long standing support of the City.

November 9, 2021

Very truly yours,



Tobin Lichti
Project Manager
314.422.3336
Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly

Jacobs Engineering Group, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

City of Moberly

City Council Agenda Summary

Agenda Number: WS #9.
 Department: Parks and Recreation
 Date: December 6, 2021

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Stating Intent To Seek Funding Through The Community Development Block Grant Program And Authorizing The Mayor To Pursue Activities In An Attempt To Secure Funding.

Summary: Attached is a Resolution authorizing application for CDBG funds related to Kiwanis Park. The funds are designated for Covid-related items. The need for outdoor recreation to ensure physical and mental wellness is widely known and has become of greater significance in Covid times. We have been told by Mark Twain Regional Council of Governments that there is an opportunity for this funding to fit the planned park build if we get the application together quickly.

The grant does not require a match. If the application is successful, there would be a fee paid by Parks and Recreation to MTRCG for their grant administration efforts as has been customary for past CDBG grants.

It could be several months before we hear whether the application will move forward, but this would be a significant opportunity to bring in dollars (up to \$1 million) from outside the community to provide neighborhood park access in an entire quadrant of town that does not have park access, fulfilling a master plan objective. As well, parks are widely demonstrated to improve real estate values and spur reinvestment in neighborhoods that have been lacking investment.

We may also have to pursue LWCF funding as an alternative source if this CDBG application is not successful, essentially pursuing two funding paths. The LWCF funding is 50/50 funding requiring a local match whereas CDBG has no match requirement. The higher CDBG cap will also allow us to fund more of a build-out including the trail within the park, a cul-de-sac on the west side of the park at McCormick Drive's dead end. With LWCF funding, we would have to focus on the driveway, parking lot, pavilion, restroom, and playground only and provide a 50% match.

Recommended Action: Direct staff to bring to the December 20th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing, suitable living environment and expanding economic opportunities principally for persons of low and moderate income”;

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives;

WHEREAS, the Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and

WHEREAS, Moberly does have areas of need such as developing Moberly Kiwanis Park at 911 Sinnock Avenue which may be addressed through the Community Development Block Grant program.

NOW, THEREFORE, BE IT RESOLVED this 6th day of December, 2021, by the City of Moberly, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

BE IT FURTHER RESOLVED, that the Mayor of Moberly, Missouri hereby is authorized to execute and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

BE IT FURTHER RESOLVED, that Moberly will provide in kind services by providing local administration and securing utilities for demolition.

Presiding Officer

DATE: _____

ATTEST: _____
City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: WS #10.

Department: Police

Date: December 6, 2021

Agenda Item: Resolution approving Community Policing Contact between Moberly Police Department and the Moberly Housing Authority.

Summary: For many years, the City of Moberly and the Moberly Housing Authority have had a community policing agreement in which the Moberly Housing Authority provides 15,000 dollars a year toward the salary of the officer assigned to the Allendale Manor area and provide community policing to all Moberly Housing Authority properties. These include, Allendale, Moberly Towers, Case Building, and the Vincil Street Units. Presently, Officer Adam Swon is the Moberly Police Department Community Police Officer.

Recommended Action: Direct staff to bring to the December 20th Council meeting for final approval.

Fund Name:

Account Number:

Available Budget \$:

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

HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI
CONTRACT FOR ADDITIONAL POLICING SERVICES

WS #10.

This contract made and entered into by and between the Housing Authority of the City of Moberly, Missouri (hereinafter called the "Authority") and the City of Moberly, Missouri (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-free and crime-free environment and to provide for the safety and protection of the residents in Allendale Manor, Countryview Garden Apartments, Moberly Towers and L.W. Case Apartments; and

WHEREAS, the City by and through its police department desires to assist in the effort by providing effective police services at all Authority properties.

NOW, THEREFORE, the Authority and the City agree to adhere to the terms as follows.

ARTICLE I
Scope of Services

SECTION 1. SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations. The manner and method of performance of services is specified in Article IV, Plan of Operations. The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one police officer to perform specialized patrols to enforce all local, state and federal laws and as well all Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officers to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6:00 PM to 2:00 AM in certain areas, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community-policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the Authority's communities.
- D. The City agrees to collect and provide workload data in the developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedures, civil dispossession hearings or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near the Authority's property and or developments involving any resident, member of a resident's household or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department Patrol Commander or Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.
- G. The City agrees that a policy manual exists to regulate police officer's conduct and activities; all police officers have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.
- I. The police department will provide, at a minimum sixteen (16) hours of training on community relations and interpersonal communication skills.
- J. The police department shall designate an officer as the Administrative Liaison Officer, who will work in concert with the Authority's Executive Director or that official's designate. The Administrative Liaison Officer will perform the following duties:
 1. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance and coordinate in resolving problems or in carrying out the provisions of this Contract.
 2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel.

3. Prepare quarterly progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
5. Coordinate security workshops and training seminars for identified residents.
6. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
7. Establish a clearly defined process for reporting non-emergency criminal activities.

The prorated costs for these services shall be borne by the Authority.

- K. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- L. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers and all employee's benefits, as well as any injury to officers, their property or the City's property while on the Authority's property.
- M. The Assigned Personnel shall possess and maintain POST Certification.

SECTION 2. SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with workshops on community policing and crime prevention issues associated with housing developments when monies are available. This shall include, but not be limited to, training in the following:
 1. Crime prevention and security responsibilities.
 2. Community organization/mobilization against the causes and precursors to crime.
 3. Drug awareness and control.
 4. Orientation and familiarization with the public housing communities for the assigned officers.
 5. Orientation to the lease contract and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
 1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services – Each satellite office will be supplied with utilities (water, heat and electricity) and routine and extraordinary maintenance by personnel of the Authority.
 3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
 4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Authority for the City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
 1. Neglect or non-performance of duties.
 2. Disorderly conduct, use of abusive or offensive language or fighting. Inadequate punctuality or attendance.
 3. Criminal action.
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances while on assignment to the Authority.
 5. Substantial complaints from residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- D. The Authority will provide the City with a Police Activity Form(s) for assigned officers to complete. These forms are not to replace police reports utilized by the City.
- E. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- F. The Authority will work with the police department to subsidize housing or rent cost for volunteer police officers to reside in housing developments selected by the Authority when economically feasible for the Authority and does not violate federal or state laws or regulations.

- A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations:
1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e. to give notice to any violators that their entry on the property or premises is forbidden and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:
1. The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.
 2. With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.
- C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III

Communications, Reporting and Evaluation

A. Communications

1. Access to information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide to the Authority copies of such incident reports, arrest reports or other public documents, which document or substantiate actual or potential information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

B. Reporting

1. Forms

The police department will require all Assigned Personnel to complete a daily log provided by the Authority at the conclusion of each shift and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Referrals to City, Authority or other agencies
- d. Suspicious persons – name and description
- e. Vehicles abandoned, towed or stolen
- f. Drug paraphernalia confiscated or found
- g. Arrests or citations of both residents and outsiders to include age, sex and ethnicity
- h. Property recovered or stolen
- i. Counseling of residents or visitors
- j. Broken lights, sidewalks, property damage, security issues
- k. Graffiti
- l. Conflict resolutions; e.g. resolved apparent or actual conflict between two or more people
- m. Vehicle license number of suspicious persons
- n. Weapons seized or violations

2. Media Coordination

The police department will relay to the Executive Director or designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol
 - b. Bicycle patrol

- c. Motorized patrol
- d. Other (tactical)
- 2. Comparison of crime and workload in the targeted communities.
- 3. Arrests (to include drug violations)
- 4. Vehicles towed
- 5. Positive contacts
- 6. Referrals
- 7. Trespassers removed
- 8. All UCR or MIBRS Reports
- 9. Calls for service
- 10. Weapons seized
- 11. Property stolen/recovered
- 12. Community feedback

It is further agreed that the City will provide comparable crime information for the city as a whole to facilitate the evaluation to include what proportion of activities city-wide occur on Authority property.

ARTICLE IV Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered. The plan of operations will minimally specify the following:
 - 1. Service goals and minimum performance criteria (e.g. a definition of what is to be achieved and the expected benefits or outcomes that will be derived)
 - 2. Staffing levels
 - 3. Responsibilities of key personnel
 - 4. Organization and resources, to include personnel, equipment, in-kind support, etc.
 - 5. Hours of operation, to encompass schedules of major tasks and activities
 - 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties and will be used upon each contract renewal and can be revised at any time. It is understood that the Authority may request reasonable modification to the initial plan of operations, as it deems appropriate. The Authority must approve the plan changes in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan operations.

ARTICLE V Term of Contract

The term of this Contract shall be for 1 (one) year beginning on the first day of December, 2021 and ending on November 30, 2022.

ARTICLE VI Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Twenty Thousand (\$20,000.00) in the following expense categories:

<u>Expense Category</u>	<u>Amount</u>
Assigned Personnel Salaries and Fringe Benefits	\$15,000
Administrative Liaison Officer Prorated Salary and Benefits	\$0
Communications/other miscellaneous expenses/equipment	\$0

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The percent of overtime authorized under this contract for 65 appearances or other hearing is none.

- D. If there is a need for overtime, the City may request and the Executive Director will be the approving official. The City shall provide the following documentation in requesting reimbursement for approved overtime:
1. Copies of Certified Payroll Time Reports documenting names of personnel worked, hours worked, supervisory approval and supervisory verification of the necessity for any overtime worked.
 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval and shall be accompanied at the time of reimbursement request by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director or that designee and the Authority shall thereafter make payment of the approved amount within thirty (30) days of receipt of the request for reimbursement.

ARTICLE VII Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by certified mail, return receipt requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by certified mail, return receipt requested to the address specified in Article VIII.

ARTICLE VIII Notices

Any notices required pursuant to the terms of this Contract shall be sent by certified mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Moberly Housing Authority
P O BOX 159
MOBERLY, MISSOURI 65270

City: CITY OF MOBERLY, MISSOURI
101 WEST REED
MOBERLY, MISSOURI 65270

ARTICLE IX Construction of Laws

This Contract is made and entered into in the City of Moberly, County of Randolph, Missouri. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Missouri.

ARTICLE X Entire Contract

The Contract shall consist of the following component parts:

- a) This Contract
- b) Any subsequent addenda agreed to by both parties

ATTEST:

Donna Dunwoody

12/2/2021

Donna Dunwoody Executive Director
HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI

Date

APPROVED AS TO FORM:

Troy Link, Chief of Police
CITY OF MOBERLY, MISSOURI

Date

Brian Crane City Manager
CITY OF MOBERLY, MISSOURI

Date

Revised October 11, 2017 dsd

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #11.

Department: Finance

Date: December 6, 2021

Agenda Item: Proposals for fiber-based internet service to specific locations.

Summary: See the accompanying memorandum and tabulation of proposals.

Recommended Action: Direct staff to prepare a resolution to enter into a service agreement with Socket and bring to the December 20 City Council meeting for approval.

Fund Name: General

Account Number: xxx.xxx.5403, Data Processing

Available Budget \$: No effect on budget until 2022-2023

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

City of *Moberly!*

MEMORANDUM

To: Brian Crane, City Manager; Moberly City Council
From: Greg Hodge, Director of Finance *GH*
Re: Internet Service Provider fiber services recommendation
Date: December 6, 2021

The City Manager and I have been investigating internet service solutions for City facilities where we currently have inadequate or no service (Parks & Recreation maintenance shop, James Youth Center, Thompson Campground, The Lodge, Aquatic Center, Athletic Complex, and the Wastewater Treatment Plant). We solicited proposals from Phynx Fiber, Socket, and Spectrum, receiving proposals from Socket and Spectrum. We requested proposals for 20 Mbps and 50 Mbps service at each location with both \$0 and 50% payments of the build costs. A tabulation of those proposals is included here.

The short version is that these services will be routed through City Hall and its firewall, which will require an increase in the City Hall bandwidth to accommodate the additional traffic. Each location will have a remotely manageable routing device and wireless access points. Socket is providing all equipment at no charge with a \$150 monthly charge to increase the bandwidth from the current 250 Mbps to 1 Gbps (4 times the capacity). Under Spectrum's proposal the City must purchase the necessary equipment plus is charged a monthly management fee for each location.

Currently the City pays approximately \$13,500 annually for wireless internet service through MCM Systems. We are recommending moving forward with Socket with the 50 Mbps speed + 50% payment of the build costs. This will result in an annual increase in cost of approximately \$25,000, which can be budgeted for in the upcoming budget year. Installation will be in approximately 6 months. I will be available to answer any questions you might have.

Internet Service Provider Proposals Summary					
20 Mbps with \$0 build cost deposit					
Service Location	Socket		Spectrum		Phynx
	Monthly	Annual	Monthly	Annual	
Parks & Recreation Maintenance	\$ 935	\$ 11,220	\$ 1,365	\$ 16,380	No bid
James Youth Center	\$ 935	\$ 11,220	\$ 1,365	\$ 16,380	No bid
Thompson Camground	\$ 935	\$ 11,220	\$ 1,365	\$ 16,380	No bid
The Lodge	\$ 935	\$ 11,220	\$ 1,365	\$ 16,380	No bid
Aquatic Center	\$ 935	\$ 11,220	\$ 1,365	\$ 16,380	No bid
Athletic Complex Concession	\$ 935	\$ 11,220	\$ 1,365	\$ 16,380	No bid
Wastewater Treatment Plant	\$ 935	\$ 11,220	\$ 1,365	\$ 16,380	No bid
City Hall	\$ -	\$ -	\$ 1,620	\$ 19,440	
Upgrade City Hall to 500 Mbps	\$ -	\$ -	\$ -	\$ -	
Upgrade City Hall to 1Gbps	\$ 150	\$ 1,800			
Managed router fees	\$ -	\$ -	\$ 520	\$ 6,240	
Managed router purchase cost	\$ -	\$ -	\$ 2,000	\$ 24,000	
Build cost deposit		\$ -		\$ -	
Total first year cost		\$ 80,340		\$ 164,340	
Annual cost years 2 & 3		\$ 80,340		\$ 140,340	
NOTE: Socket proposal for \$0 build cost down utilizes 50 Mbps at minimum.					

Internet Service Provider Proposals Summary					
50 Mbps with \$0 build cost deposit					
Service Location	Socket		Spectrum		Phynx
	Monthly	Annual	Monthly	Annual	
Parks & Recreation Maintenance	\$ 935	\$ 11,220	\$ 1,370	\$ 16,440	No bid
James Youth Center	\$ 935	\$ 11,220	\$ 1,370	\$ 16,440	No bid
Thompson Camground	\$ 935	\$ 11,220	\$ 1,370	\$ 16,440	No bid
The Lodge	\$ 935	\$ 11,220	\$ 1,370	\$ 16,440	No bid
Aquatic Center	\$ 935	\$ 11,220	\$ 1,370	\$ 16,440	No bid
Athletic Complex Concession	\$ 935	\$ 11,220	\$ 1,370	\$ 16,440	No bid
Wastewater Treatment Plant	\$ 935	\$ 11,220	\$ 1,370	\$ 16,440	No bid
City Hall	\$ -	\$ -	\$ 1,660	\$ 19,920	
Upgrade City Hall to 500 Mbps	\$ -	\$ -	\$ -	\$ -	
Upgrade City Hall to 1Gbps	\$ 150	\$ 1,800			
Managed router fees	\$ -	\$ -	\$ 655	\$ 7,860	
Managed router purchase cost	\$ -	\$ -	\$ 2,000	\$ 24,000	
Build cost deposit		\$ -		\$ -	
Total first year cost		\$ 80,340		\$ 166,860	
Annual cost years 2 & 3		\$ 80,340		\$ 142,860	

Internet Service Provider Proposals Summary					
20 Mbps with 50% build cost deposit					
Service Location	Socket		Spectrum		Phynx
	Monthly	Annual	Monthly	Annual	
Parks & Recreation Maintenance	\$ 455	\$ 5,460	\$ 887	\$ 10,644	No bid
James Youth Center	\$ 455	\$ 5,460	\$ 887	\$ 10,644	No bid
Thompson Camground	\$ 455	\$ 5,460	\$ 887	\$ 10,644	No bid
The Lodge	\$ 455	\$ 5,460	\$ 887	\$ 10,644	No bid
Aquatic Center	\$ 455	\$ 5,460	\$ 887	\$ 10,644	No bid
Athletic Complex Concession	\$ 455	\$ 5,460	\$ 887	\$ 10,644	No bid
Wastewater Treatment Plant	\$ 455	\$ 5,460	\$ 887	\$ 10,644	No bid
City Hall	\$ -	\$ -	\$ 1,180	\$ 14,160	
Upgrade City Hall to 500 Mbps	\$ -	\$ -	\$ -	\$ -	
Upgrade City Hall to 1Gbps	\$ 150	\$ 1,800			
Managed router fees	\$ -	\$ -	\$ 520	\$ 6,240	
Managed router purchase cost	\$ -	\$ -	\$ 2,000	\$ 24,000	
Build cost deposit		\$ 136,025		\$ 135,000	
Total first year cost		\$ 176,045		\$ 253,908	
Annual cost years 2 & 3		\$ 40,020		\$ 94,908	

Internet Service Provider Proposals Summary					
50 Mbps with 50% build cost deposit					
Service Location	Socket		Spectrum		Phynx
	Monthly	Annual	Monthly	Annual	
Parks & Recreation Maintenance	\$ 475	\$ 5,700	\$ 885	\$ 10,620	No bid
James Youth Center	\$ 475	\$ 5,700	\$ 885	\$ 10,620	No bid
Thompson Camground	\$ 475	\$ 5,700	\$ 885	\$ 10,620	No bid
The Lodge	\$ 475	\$ 5,700	\$ 885	\$ 10,620	No bid
Aquatic Center	\$ 475	\$ 5,700	\$ 885	\$ 10,620	No bid
Athletic Complex Concession	\$ 475	\$ 5,700	\$ 885	\$ 10,620	No bid
Wastewater Treatment Plant	\$ 475	\$ 5,700	\$ 885	\$ 10,620	No bid
City Hall	\$ -	\$ -	\$ 1,140	\$ 13,680	
Upgrade City Hall to 500 Mbps	\$ -	\$ -	\$ -	\$ -	
Upgrade City Hall to 1Gbps	\$ 150	\$ 1,800			
Managed router fees	\$ -	\$ -	\$ 520	\$ 6,240	
Managed router purchase cost	\$ -	\$ -	\$ 2,000	\$ 24,000	
Build cost deposit		\$ 136,025		\$ 135,000	
Total first year cost		\$ 177,725		\$ 253,260	
Annual cost years 2 & 3		\$ 41,700		\$ 94,260	

City of Moberly

City Council Agenda Summary

Agenda Number: WS #12.

Department: Fire

Date: December 6, 2021

Agenda Item: Request For Approving A Resolution Authorizing The Moberly Fire Department To Submit A Grant Application Through The Assistance To Firefighters Grant Program (2021 Program)

Summary: The grant application would be to purchase a set of commercial grade turnout gear washers and dryers. These new pieces of equipment would be a vital improvement for the care and maintenance of the turnout gear of our personnel and provide a better way of maintaining our fire hose. It will also be another “tool” for the City to aid in the preventative efforts of reducing the chances of our firefighters contracting cancer. The cost estimate of the new equipment would be approximately \$46,700.00 with a 10% match required. The Federal share of this grant would be 42,030.00 and the City of Moberly’s share would be \$4,670.00

Recommended Action: Approve the request and move to the December 20th meeting.

Fund Name: Grant Match Funds

Account Number: 100.008.5505

Available Budget \$: \$0.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed



80TH ANNIVERSARY

WASH IT. SANITIZE IT. DRY IT™

WS #12.

Quotation

DATE 2021-12-03

Circul-Air Corp. International

3030 Commercial Ave, Northbrook, IL, USA, 60062
 2241 Davis Road, Cavan-Monaghan, ON, Canada, K9J 0G5
 91 Mill Street, Orono, ON, Canada, L0B 1M0

Quotation # CACZW21-129
Customer ID

Quotation For:

Quotation valid until: 2022-03-03

Moberly Fire Department

Prepared by: Zack Wainman

C/O Chief Don Ryan
 Moberly, Missouri 65270
 (660) 269-8705 x2035

Office (800) 795-1150
 Cell (705) 772-9806

ryand@moberlyfd.com

Comments or Special Instructions: Freight may be adjusted at time of purchase.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
ZW	TBD	6-8 Weeks	BestWay	Factory	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	Dual Purpose Hose Dryer D6XX	\$ 9,990.00	Tax Exempt	\$ 9,990.00
	10 Year Warranty			
	900 CFM, 6000W Heating			
	10 Wire Shelves, 6 Gear Hangers, 6 Glove Hangers			
	Electrical Configuration - TBD			
1	33 lb Softmount Extractor	\$ 12,076.00		\$ 12,076.00
	3 Year Warranty			
	Washes up to 3 sets of gear			
1	Total Crating Cost	\$ 275.00		\$ 275.00
1	Freight	\$ 1,000.00		\$ 1,000.00

Electrical Configuration: (Please confirm which configuration you would prefer)

SUBTOTAL \$ 23,341.00

208V 1phase 208V 3phase 240V 1phase 240V 3phase

TAX RATE 0.00%

SALES TAX \$ -

All Prices USD

OTHER \$ -

Customer Signature: _____

TOTAL \$ 23,341.00

North American Made Since 1940



Heiman Fire Equipment Inc.

2320 N. W. Blvd.
Ashton, Iowa 51232-7096
(712) 724-6212 **Fax** (712) 724-6474

QUOTE

Customer

Name Moberly Fire Dept.
Address 310 N. Clark St.
City Moberly State MO ZIP 65270
Phone Don Ryan 660-269-8705 ryand@moberlyfd.com

Date 11/30/2021
Customer # 5007
Rep Les Hinnen
PO # _____

Qty	Description	Unit Price	TOTAL
2	READYRACK EWHM40 HARD MOUNT EXTRACTOR 40 40 lb capacity washes up to 8 pieces of turnout gear	\$12,400.00	\$24,800.00
2	READYRACK FH6G FIREHOUSE 6 GEAR DRYER 900 CFM Includes: (6) hangers and (4) shelves	\$8,949.00	\$17,898.00
Freight charges will be added to all orders			
Quote for AFG grant estimate only			
Installation not included in price			

Payment Details

- ☐ ORDER
☐ INVOICE
☒ QUOTE

Les Hinnen

660-973-1189

Chillicothe, MO 64601

SubTotal	\$42,698.00
Shipping & Handling	ADD
Taxes	
TOTAL	\$42,698.00

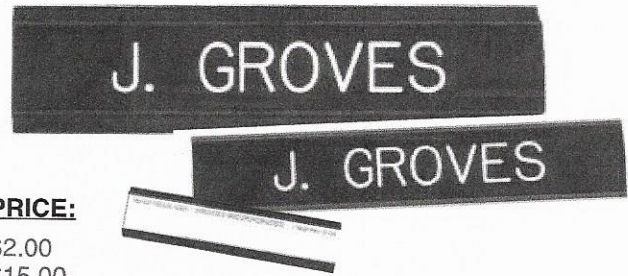
Office Use Only

LABEL HOLDER / NAME PLATE

Used to display members name on our Ready Rack® and Red Rack™ locker units.

- Engraving: Customer must provide excel sheet with names, one font style and color, font sized to fit.

ITEM #:	SIZE:	WEIGHT:	PRICE:
LAB: Black Plastic Label Holder	6" x 1"	.1 lb.	\$2.00
LAB-E: Engraved Name Plate for LAB	6" x 1"	.1 lb.	\$15.00
MLH: Red Metal Label Holder	10" x 2"	.3 lb.	\$5.00
MLH-E: Engraved Name Plate for MLH	10" x 2"	.1 lb.	\$20.00

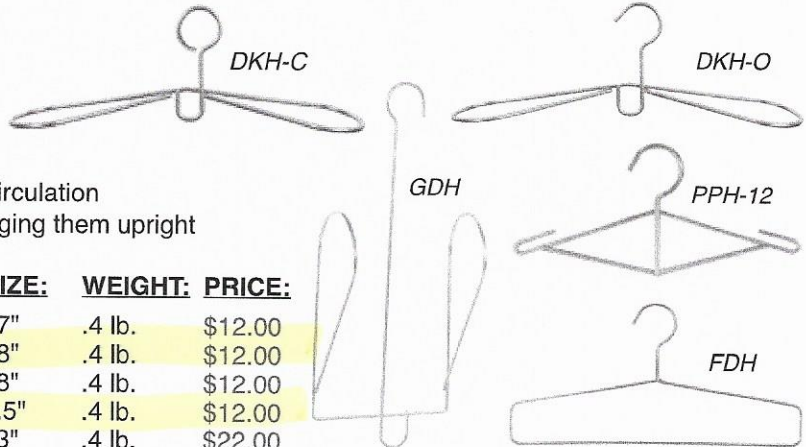


GEAR HANGERS

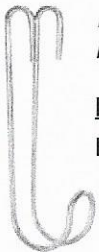


- **GDH:** Designed for 1 pair of gloves or hood
- **FDH:** Designed for coats and bunker pants
- **DKH-O/C:** Opens up coat, permitting inside air circulation
- **PH-12:** Stores pants to NFPA regulations by hanging them upright

ITEM #:	SIZE:	WEIGHT:	PRICE:
FDH: Flat Dry Hanger	17"	.4 lb.	\$12.00
DKH-O: Dry Kwik Coat Hanger – Open Loop	18"	.4 lb.	\$12.00
DKH-C: Dry Kwik Coat Hanger – Closed Loop	18"	.4 lb.	\$12.00
GDH: Glove Dry Hanger	7.5"	.4 lb.	\$12.00
PPH-12 KIT: Proximity Pant Hanger	13"	.4 lb.	\$22.00



HANGING APPAREL HOOK

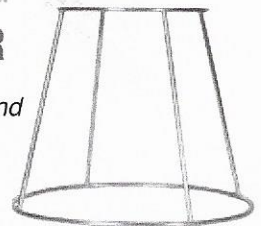


Ideal for drying bunker pants or storing mask bags and loose equipment.

ITEM #:	SIZE:	WEIGHT:	PRICE:
BPH	1" x .75" x 4.25"	.5 lb.	\$3.25

HELMET HOLDER

Relieves pressure from ratchet band and allows interior parts to dry out fast allowing helmet parts to last longer.

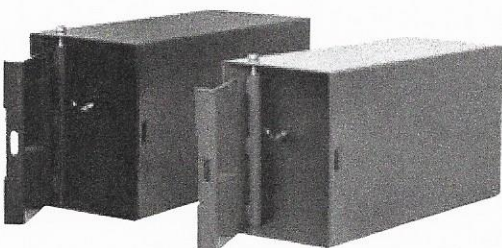


ITEM #:	SIZE:	WEIGHT:	PRICE:
HH	7.75" x 8" D (Base)	.5 lb.	\$12.00

PERSONAL PROPERTY BOX

Provides secure storage for keys and other personal items.

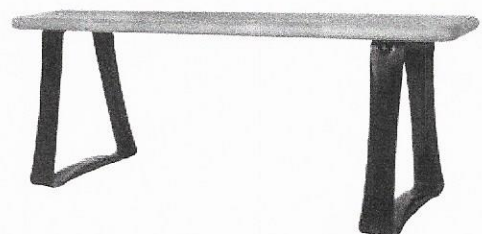
ITEM #:	SIZE:	WEIGHT:	PRICE:
PPB: Black	12" x 5" x 6"	7.4 lbs.	\$46.00
PPB-R: Red	12" x 5" x 6"	7.4 lbs.	\$46.00



READY RACK® BENCH

Provides a stable base to prepare gear and remove gear before and after a call.

ITEM #:	SIZE:	WEIGHT:	PRICE:
RRB-48	48" x 9.5" x 17"	37.4 lbs.	\$233.00

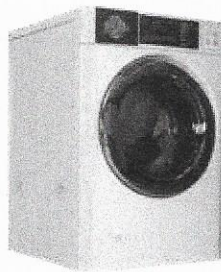


EXTRACTOR 22

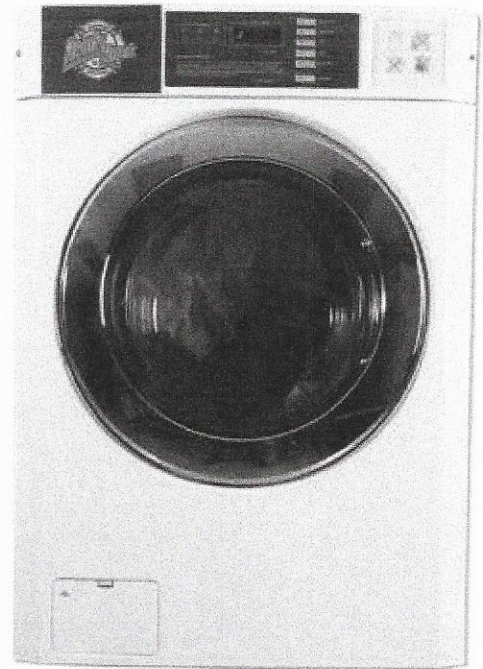
Commercial Extractor tumbles PPE gear with a front load design and soft mount installation.

- **Meets NFPA 1851:2020 Requirements**
- Preprogrammed with NFPA 1851 recommended wash cycles
- Spin cycle G-Force: under 100 Gs
- Front load 22 lb capacity washes up to 4 pieces of turnout gear
- Durable commercial-grade unit
- Stainless steel inner tub limits cross-contamination
- Automatic Soap Injector Compatible**
- Quick and easy soft-mount installation
- Runs on 120 volts (watts per load: 110-160 watt hours)
- Dimensions: 27.0" L x 30.5" D x 38.7" H
- Weight: 190.0 lbs

ITEM #:	SIZE:	WEIGHT:	PRICE:
EW22	27" x 30.5" x 38.7	190 lbs.	\$4,950.00



Side View



EXTRACTOR 30

Commercial Extractor tumbles PPE gear with a front load design and soft mount installation.

- **Meets NFPA 1851:2020 requirements**
- Preprogrammed with NFPA 1851 recommended wash cycles
- Spin cycle G-Force: under 100 Gs
- Front load 30 lb capacity washes up to 6 pieces of turnout gear
- Durable commercial-grade unit
- Stainless steel inner tub limits cross-contamination
- Automatic Soap Injector Compatible**
- Quick and easy soft-mount installation
- Runs on 120 volts (watts per load: 110-160 watt hours)
- Dimensions: 29.0" L x 32.0" D x 40.8" H
- Weight: 221.0 lbs

ITEM #:	SIZE:	WEIGHT:	PRICE:
EW30	29" x 32" x 40.8"	221 lbs.	\$7,449.00



Side View



** SEE NEXT PAGE

FIREHOUSE 2 GEAR EXPRESS DRYER

Small plug and play PPE drying cabinet.

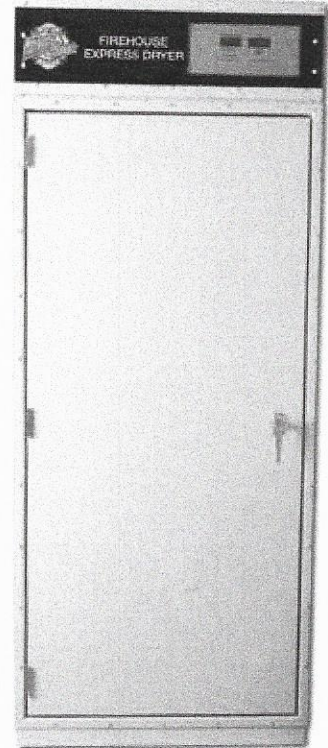
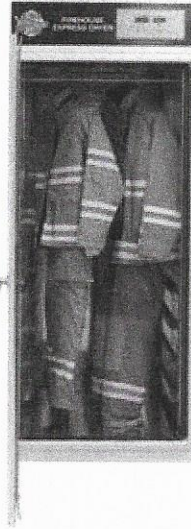
- **NFPA 1851 compliant**
- Industry Leading 10-Year warranty
- 850 CFM
- Actual dry times vary depending on local environmental conditions
- Dry turnout gear, hose, dive suits & more
- Commercial grade construction
- No additional accessories required
- (3) 500 W heating elements - 1,500 W total
- Includes: (4) hangers and (3) shelves
- Dimensions: 32.5" L x 36.0" W x 82.0" H
Add: 30.5" for door clearance
- Weight: 600.0 lbs.

ELECTRICAL SPECIFICATIONS:

120V/1PH/60HZ – recommended breaker - 20 A

ITEM #:	SIZE:	WEIGHT:	PRICE:
FH2G	32.5" x 36" x 82"	600 lbs.	\$4,785.00

*Inside dryer.
Gear not included*



FIREHOUSE 6 GEAR EXPRESS DRYER

6 gear dryer with simple controls and factory preset temperatures ensure proper drying temperature for each unique clothing or turnout item.

- **NFPA 1851 compliant**
- Industry leading 10-Year warranty
- 900 CFM
- Actual dry times vary depending on local environmental conditions
- Dry turnout gear, hose, dive suits & more
- Commercial grade construction
- No additional accessories required
- (6) 1,000 W heating elements - 6,000 W total
- Includes: (6) hangers and (4) shelves
- Dimensions: 54.4" L x 35.4" W x 78.6" H
Add: 3.3" for fan height, add: 25.5" for door clearance
- Weight: 800.0 lbs.

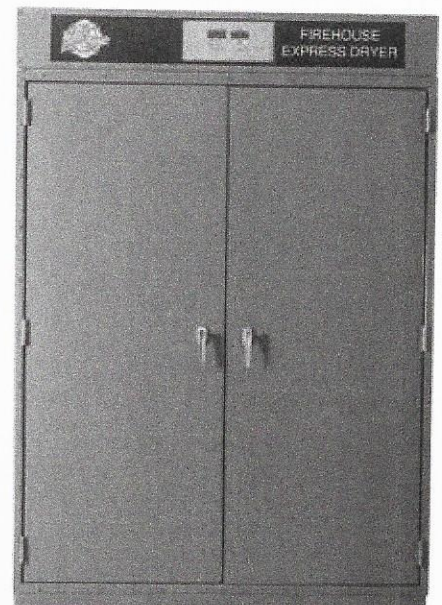
ELECTRICAL SPECIFICATIONS:

240V/1PH/60HZ – 30.1 A - recommended breaker - 35 A
Available in: 208v single phase, 208v 3 phase, 240v single phase, or 240v 3 phase. **Must specify configuration at time of order.**

ITEM #:	SIZE:	WEIGHT:	PRICE:
FH6G	54.4" x 35.4" x 78.6"	800 lbs.	\$8,949.00



*Inside dryer.
Gear not included*



PRODUCT SPECIFICATIONS

D6XX

DUAL PURPOSE DRYER

PRODUCT SPECS

Machine Dimensions

Width (in) (Shipping)	46-5/8" (62")
Depth (in) (Shipping)	54-1/4" (62")
Height (in) (Shipping) †	80-1/4" (91")
Clearance (Rear/Sides)	1" / 10" min.

Machine Weight

Crated Weight (lb)	1240
--------------------	------

Available Electrical

D612 - 2 WIRE	240V/1PH/60HZ - 30.1 A
D613 - 3 WIRE	208V/1PH/60HZ - 27.5 A
D633 - 3 WIRE	240V/3PH/60HZ - 19.6 A
D634 - 4 WIRE	208V/3PH/60HZ - 17.7 A

Recommended Fuse

D612/D613/D633	35 A
D634	30 A

Performance

AirFlow (cfm)	900
Heating (W)	6000

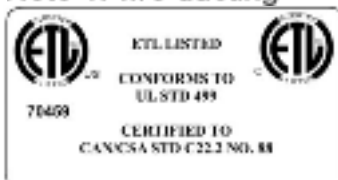
Included Equipment

Shelves	10
Glove Hangers	6
Gear Hangers	6

Warranty (yrs)

10

Note 1: w/o ducting



NFPA 1851 COMPLIANT

Retrofit Kits Available
for
Most Models

www.circul-air-corp.com

circulair@circul-air-corp.com

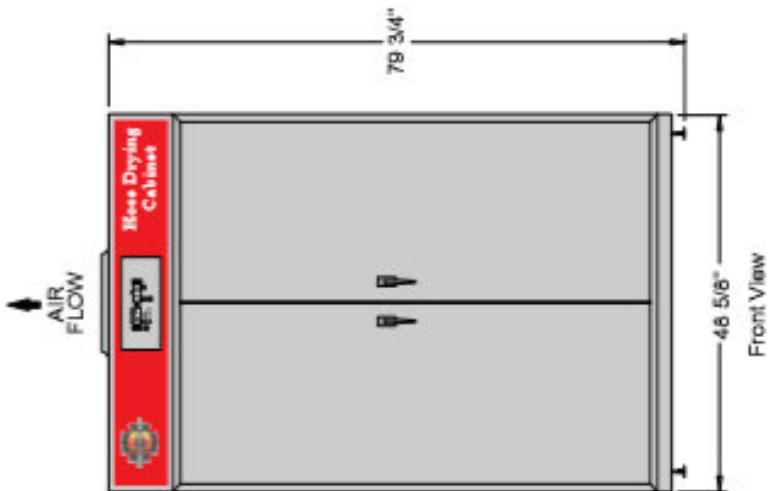
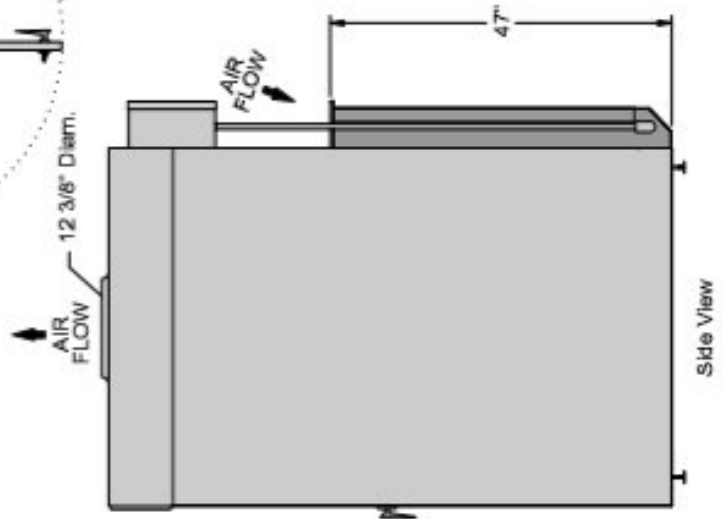
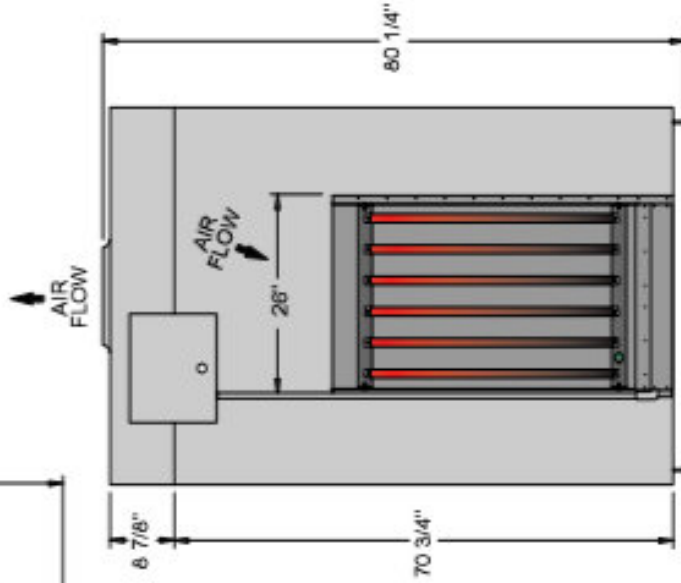
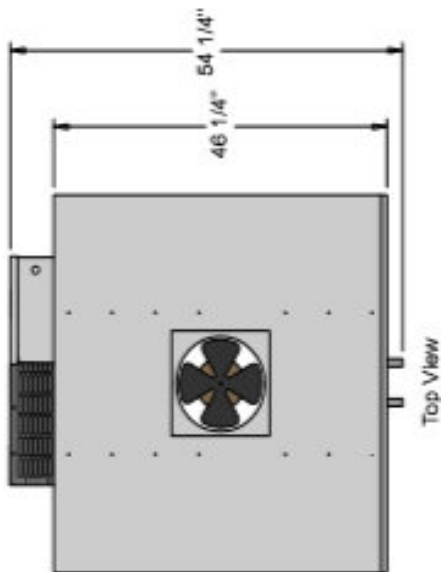
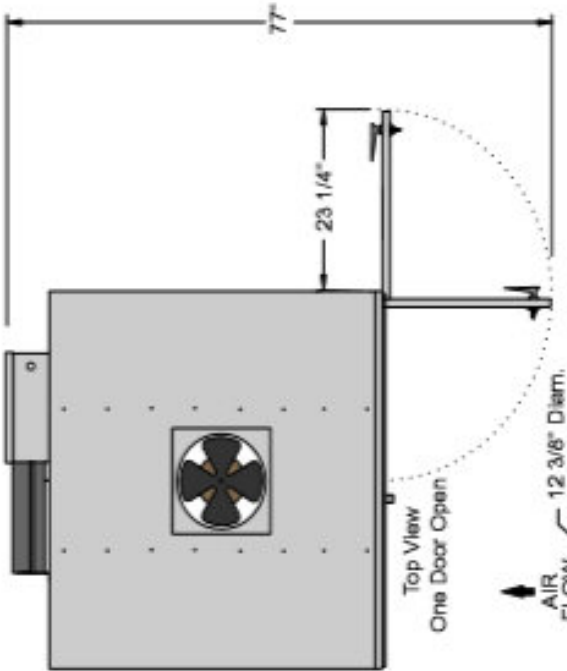
800-795-1150

Circul-Air Corp.

3000 Commercial Ave.

Northbrook, IL 60062





Drawing Number	??
Drawn By:	Troy J.
Date:	03-31-03

REVISION	08-12-2014
----------	------------

WASHER EXTRACTORS

CAC SM 22 - 33 - 40



STANDARD FEATURES & BENEFITS

- Fully NFPA 1851 Compliant
- Compact & modern space-saving design
- Large loading and unloading doors with up to 180° opening angle for easy access
- Choice of liquid and powder detergent in 5 compartment frontal dispensers
- Standard equipped for automatic soap dosing
- Drum and tub, as well as front and top panel made of robust and durable high quality stainless steel AISI 304
- Ceramic coated shaft for longer life due to less friction on sealing surfaces
- Highly flexible and freely programmable control with advanced 7" color display for easy operation and perfect management of your laundry business
- USB connection for quick data transfer and data editing on simple .csv format
- On screen photographic illustrated troubleshooting guide
- Clear status light indication for easy and quick visual management
- Large 3" drain valve for fast evacuation and shorter cycles
- Plexi double glass protection against heat
- Accelerometer for perfect balancing
- Water inlet hoses
- Steam inlet hose

FIRE PACAKGE: Wash Modes

- Wash 1:** Blood-borne
- Wash 2:** Outer Shells/Wildland
- Wash 3:** Liners + Hoods
- Wash 4:** Towels / General wash

WASHER EXTRACTORS

CAC SM 22 • 33 • 40

MODEL	UNIT	CAC SM 22	CAC SM 33	CAC SM 40
Dry Load	lbs	22	33	40
Performance	lbs/h	33	50	60
Cycle Time	min	40-45	40-45	40-45
DRUM				
Drum Diameter	in	25	25	25
Drum Depth	in	13	19	23
Drum Volume	l	27	41	49
Wash Speed	rpm	34	34	34
Extraction Speed	rpm	1012	1012	1012
G-Force		100	100	100
DOOR				
Door Opening Ø	in	18	18	18
HEATING				
Electric	kW	9	12	18
ELECTRIC				
Electric Consumption*	kW/h	0,9	1,35	1,8
Motor	kW	1,5	2,2	3
AIR				
Air Connection Ø	mm	optional / 8	optional / 8	optional / 8
WATER				
Inlet Valve Connection Ø	DN-BSP	2 x 20-¾"	2 x 20-¾"	2 x 20-¾"
Water Inlet (Detergent) Ø	DN-BSP	-	-	-
Water Pressure	Psi	29-58	29-58	29-58
Water Flow	g/min	32	32	32
Water Consumption* (cold)	g/cycle	20	29	35
(hot)	g/cycle	5	8	10
Drain Valve Connection Ø (Outer)	in	3	3	3
Drain Flow	g/min	61	61	61
PROGRAMMABLE CONTROL				
Wash 1: Blood-borne		Y	Y	Y
Wash 2: Outer Shells / Wildlands		Y	Y	Y
Wash 3: Liners + Hoods		Y	Y	Y
Wash 4: Towels / General Wash		Y	Y	Y
DIMENSIONS (W x D x H)				
Standard	in	35 x 38 x 58	35 x 44 x 58	35 x 48 x 58
Standard with plinth 160 mm	in	35 x 38 x 65	35 x 44 x 65	35 x 48 x 65
Packing	in	36 x 39 x 61	36 x 46 x 61	36 x 49 x 61
Packing with plint 160 mm	in	36 x 39 x 67	36 x 46 x 67	36 x 49 x 67
WEIGHT				
Net	lbs	1036	1071	1146
Net with plinth	lbs	1113	1149	1224
Gross	lbs	1080	1116	1190
Gross with plinth	lbs	1157	1193	1268
SOUND LEVEL				
	db(A)	62-72	62-72	62-72

*Consumption figures based on 'Eco 60°C' program (main wash, 2 rinses)

Circul-Air Corp International reserves the right to make changes to the machines and specifications to this datasheet at any time, without prior notice. Details and photographs are only for informational purpose and are never binding.

www.circul-air-corp.com

